

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING
AGENDA**

**TUESDAY, OCTOBER 11, 2022
4:30 P.M.**

KENDALL COUNTY OFFICE BUILDING – ROOMS 209 AND 210, YORKVILLE IL 60560

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Executive Director's Report
- VI. Motion to Forward Claims to Commission
- VII. **OLD BUSINESS**
 - a. Progressive Energy - GRNE Solarfield 23, LLC Site Lease for Solar Installation and Solar Energy Power Purchase Agreement – Pickerill Estate House Outdoor Pavilion
- VIII. **NEW BUSINESS**
 - a. Little Rock Creek Forest Preserve Dam Removal Project - Discussion and Recommendations – Hey and Associates, Inc.
 - b. IDOT Rt. 47 Proposed Trail Maintenance Request — Ament Road to Rt. 71 (2.0 mi.)
 - c. Pickerill Estate House Proposed Licensed Use Fees and Charges, General Use Ordinance Revision, and Request to Kendall County to Amend the Kendall County Liquor Control Ordinance - Class I Licensed Venues
 - d. Proposed Fees and Charges – Ellis Equestrian Center Lessons and Camps
 - e. Reservation Woods Acquisition Project - Carbon Credits Third Party Verification
 - f. KCFPD Employee Handbook – Draft for Review
- IX. **OTHER ITEMS OF BUSINESS**
 - a. Pickerill Estate House Construction Project Updates
 - b. Fox River Bluffs Forest Preserve Construction Project Updates
- XVIII. Public Comments
- XIX. Executive Session
- XX. Summary of Action Items
- XXI. Adjournment

Kendall County Office Building - Rooms 209 and 210 - 111 W. Fox Street - Yorkville, Illinois 60560
If special accommodations or arrangements are needed to attend this District meeting, please contact the
Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Executive Director

RE: September - October 2022 Director's Report

Date: October 11, 2022

Meetings, Events, Trainings and Preserve Maintenance/Improvement Projects

September 13, 2022 ZPAC Meeting

September 13, 2022 Subat Master Plan – FY23 OSLAD Proposal – Public Hearing

September 15, 2022 Eagle Scout Project – Site Inspection – Henneberry Forest Preserve

September 19, 2022 Ken Pickerill Estate House – Pre-construction Meeting

September 22, 2022 Fox River Bluffs – Pre-construction Meeting

September 24, 2022 Meadowhawk Lodge – Weekend Wedding Event

September 28, 2022 Y115 Preschool Coordinator Meeting at Hoover Forest Preserve

September 28, 2022 FY23 OSLAD Proposal Submission

September 30, 2022 2018 IDNR-RTP / 2021 IDNR-PARC Grant Quarterly Reports Submissions

October 4, 2022 ZPAC Meeting

October 6, 2022 KCFPD President/VP Meeting (FY22 Goals; FY23 Budget; Emp. Handbook)

FY23 Preliminary Budget

Work continues on the FY23 preliminary budget. The District is waiting to hear on final medical insurance cost increases and District insurance coverage increases for FY23.

Pickerill Estate House Renovation Project Updates

Site excavation for the patio has been completed. Selective demolition and removal of existing concrete walkways, and patio brick has been completed. Steel concrete column footings have been framed and poured.

Fox River Bluffs – RTP Project Updates

E. Hoffman, Inc. has completed excavation and placement of base stone for the new entry drive and parking area. Excavation and base stone work has begun on the 1-mile trail loop. The first pay request has been received. The project will be completed by the end of November.

Subat Master Plan – FY23 IDNR-OSLAD Proposal Preparation

The District completed coordination and final submissions to Wight & Company for the District's FY23 IDNR-OSLAD proposal. The final proposal was submitted prior to the due date.

Little Rock Creek Dam Removal

The District has received a proposal from Hey and Associates, Inc. for cost estimating for removal of the Little Rock Creek low head dam and associated habitat and water quality enhancement projects, including costs for development and submission of an EPA Section 319 grant to cover 60% of the costs for removal.

Grant Reporting

The District is current on meeting the quarterly reporting requirements for the Fox River Bluffs RTP grant and Pickerill-Pigott PARC Grant. Quarterly reports were submitted on October 1, 2022.

The District received final reimbursement of \$50,000.00 from The Morton Arboretum for successful conclusion of the Landscape Scale Restoration Grant.

The District is waiting to hear on the outcome of award for the submitted IDNR-Habitat grant.

22-23 Bow Hunt Season

The 22-23 bow hunt season is officially underway without incident. Preliminary harvest and CWD testing updates will be presented to the Operations Committee in January.

Employee Handbook

A draft of the new KCFPD Employee Handbook based on the handbook recently crafted for Kendall County has been completed, with recommended modifications to best-fit District operations to be presented to the Committee of the Whole for discussion.

Respectfully submitted,

Dave Guritz



INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 2854 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
APPROVED UNPAID -INVOICES TO BE POSTED									
506	00000	ELBURN NAPA, INC 4860101522		101522F	363.92		.00	.00	
CASH	000008	2022/10 INV 09/30/2022 SEP-CHK: Y DISC: .00				19001183	62160	363.92	1099:
ACCT	1Y210	DEPT 11 DUE 10/15/2022 DESC:NAPA-Grounds Equipment							
529	00000	EQUINE VETERINAR 11759101522		101522F	1,382.00		.00	.00	
CASH	000008	2022/10 INV 09/30/2022 SEP-CHK: Y DISC: .00				19001164	63020	1,382.00	1099:
ACCT	1Y210	DEPT 11 DUE 10/15/2022 DESC:Vet services for Horses at Ellis							
1060	00000	JOHN DEERE FINAN 41111-16381101522		101522F	71.10		.00	.00	
CASH	000008	2022/10 INV 09/27/2022 SEP-CHK: Y DISC: .00				19001162	68580	71.10	1099:
ACCT	1Y210	DEPT 11 DUE 10/17/2022 DESC:Ellis Grounds-Blade							
1323	00000	MENARDS 54021		101522F	66.88		.00	.00	
CASH	000008	2022/10 INV 09/24/2022 SEP-CHK: Y DISC: .00				19001160	68580	66.88	1099:
ACCT	1Y210	DEPT 11 DUE 10/15/2022 DESC:Ellis-Lock, paper towels, windshield wash							
1323	00000	MENARDS 54177		101522F	57.36		.00	.00	
CASH	000008	2022/10 INV 09/26/2022 SEP-CHK: Y DISC: .00				19001183	63110	57.36	1099:
ACCT	1Y210	DEPT 11 DUE 10/15/2022 DESC:Menards-premix, gloves, soap, saw, tackler							
2047	00000	COMED 0927007163101522		101522F	23.27		.00	.00	
CASH	000008	2022/10 INV 09/26/2022 SEP-CHK: Y DISC: .00				190011	63510	23.27	1099:
ACCT	1Y210	DEPT 11 DUE 10/11/2022 DESC:ComEd Richard Young							
2047	00000	COMED 5514711002101522		101522F	60.40		.00	.00	
CASH	000008	2022/10 INV 09/27/2022 SEP-CHK: Y DISC: .00				190011	63510	60.40	1099:
ACCT	1Y210	DEPT 11 DUE 11/14/2022 DESC:ComEd Harris							
2047	00000	COMED 5514710005101522		101522F	22.67		.00	.00	
CASH	000008	2022/10 INV 09/27/2022 SEP-CHK: Y DISC: .00				190011	63510	22.67	1099:
ACCT	1Y210	DEPT 11 DUE 11/14/2022 DESC:ComEd Harris Arena							
2047	00000	COMED 5514229027101522		101522F	13.88		.00	.00	
CASH	000008	2022/10 INV 09/26/2022 SEP-CHK: Y DISC: .00				19001184	63100	13.88	1099:
ACCT	1Y210	DEPT 11 DUE 10/18/2022 DESC:ComEd Pickerill							

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 2854 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
2047	00000 COMED	5514228011101522		101522F	44.99	.00	.00	
CASH	000008 2022/10 INV 09/26/2022 SEP-CHK: Y							
ACCT	1Y210 DEPT 11 DUE 10/18/2022 DESC:Comed Pickert111 House					19001184 63100	44.99	1099:
2844	00000 SELECTIVE INSURA	FLD20598162023		101522F	1,924.00	.00	.00	
CASH	000008 2022/10 INV 09/30/2022 SEP-CHK: Y							
ACCT	1Y210 DEPT 11 DUE 10/15/2022 DESC:Flood Insurance Coverage Ellis 2023					190011 68000	1,924.00	1099:
3131	00000 GROOT INC	9491767T102		101522F	524.65	.00	.00	
CASH	000008 2022/10 INV 10/01/2022 SEP-CHK: Y							
ACCT	1Y210 DEPT 11 DUE 10/15/2022 DESC:Groot-Waste & Recycling Services					19001168 63070	114.56	1099:
						19001183 63070	410.09	1099:
3399	00000 RB & ASSOCIATES	22988		101522F	1,000.00	.00	.00	
CASH	000008 2022/10 INV 09/28/2022 SEP-CHK: Y							
ACCT	1Y210 DEPT 11 DUE 10/15/2022 DESC:Plat of Record for Subat					191011 67410	1,000.00	1099:
3836	00000 MEGAN STODDARD	Oct Qtr Pmt Refund		101522F	225.00	.00	.00	
CASH	000008 2022/10 INV 09/30/2022 SEP-CHK: Y							
ACCT	1Y210 DEPT 11 DUE 10/15/2022 DESC:October Quarter Payment Refund					19001178 63040	225.00	1099:
3837	00000 T-MOBILE	982008249101522		101522F	394.24	.00	.00	
CASH	000008 2022/10 INV 09/21/2022 SEP-CHK: Y							
ACCT	1Y210 DEPT 11 DUE 10/13/2022 DESC:TMobile Cell Phones					19001183 63540	394.24	1099:
3941	00000 JEN CRESSE	22-00235		101522F	100.00	.00	.00	
CASH	000008 2022/10 INV 09/30/2022 SEP-CHK: Y							
ACCT	1Y210 DEPT 11 DUE 10/15/2022 DESC:Kingfisher Sec Dep Return					19001171 63040	100.00	1099:
3942	00000 CHRISTINA BAROCI	22-00187		101522F	240.00	.00	.00	
CASH	000008 2022/10 INV 09/30/2022 SEP-CHK: Y							
ACCT	1Y210 DEPT 11 DUE 10/15/2022 DESC:MHL Sec Dep Refund					19001171 63040	240.00	1099:
3944	00000 TOMASZ BAGINSKI	22-00239		101522F	100.00	.00	.00	
CASH	000008 2022/10 INV 09/30/2022 SEP-CHK: Y							
ACCT	1Y210 DEPT 11 DUE 10/15/2022 DESC:MS Sec Dep Refund					19001171 63040	100.00	1099:
18 APPROVED UNPAID INVOICES					TOTAL		6,614.36	

REJECTED INVOICES

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 2854 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
3656	00000 MTNOOKA CCSD #20 155			101522F	314.74	.00	.00	
CASH	000008 2022/10 INV 09/06/2022 SEP-CHK: Y DISC: .00							
ACCT	1Y210 DEPT 11 DUE 10/15/2022 DESC:Property Tax Services-Whitt Law				190011 62150		314.74	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3656/32653								
* Invoice is rejected								
* Invoice must be approved or voided to post.								
3943	00000 KIM GREGORY 22-00186			101522F	150.00	.00	.00	
CASH	000008 2022/10 INV 09/30/2022 SEP-CHK: Y DISC: .00							
ACCT	1Y210 DEPT 11 DUE 10/15/2022 DESC:MHL Sec Dep Refund				19001171 63040		150.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3943/32627								
* Invoice is rejected								
* Invoice must be approved or voided to post.								
						2 REJECTED INVOICES	TOTAL	464.74

18 INVOICE(S) REPORT POST TOTAL 6,614.36

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 2854 ACCOUNT DISTRIBUTION SUMMARY

YR/PER	ORG	ACCOUNT	DESCRIPTION	AMOUNT	REMAINING BUDGET
2022	10	190011	1900-11-00-000-63510 -		
		190011	Electric	106.34	
		19001160	1900-11-00-000-68000 -	1,924.00	
		19001162	Liability Insur	66.88	
		19001164	Grounds and Mai	71.10	
		19001168	1900-11-60-000-68580 -	1,382.00	
		19001171	Grounds and Mai	114.56	
		19001178	Vet & Farrier	440.00	
		19001183	1900-11-64-000-63020 -	225.00	
		19001183	Refuse Pickup	363.92	
		19001183	Security Deposi	410.09	
		19001184	1900-11-71-000-63040 -	57.36	
		19001184	Security Deposi	394.24	
		191011	1910-11-00-000-67410 -	58.87	
			Land Acquisitio	1,000.00	
REPORT TOTALS				6,614.36	

Kendall County



INVOICE ENTRY PROOF LIST

CLERK: dгурitz

YEAR PER	JNL	SRC ACCOUNT	JNL_DESC	REF_1	REF_2	REF_3	ACCOUNT_DESC	T	OB	DEBIT	CREDIT
EFF	DATE	DATE					LINE_DESC				
2022	10	301									
API	19001183-62160		101522F	000506		32624	Equipment			363.92	
	09/30/2022	W					NAPA-Grounds Equipment				
API	19001164-63020		101522F	000529		32649	Vet & Farrier			1,382.00	
	09/30/2022	W					Vet Services for Horses at Ell				
API	19001162-68580		101522F	001060		32652	Grounds and Maintenance			71.10	
	09/30/2022	W					Ellis Grounds-Blade				
API	19001160-68580		101522F	001323		32629	Grounds and Maintenance			66.88	
	09/30/2022	W					Ellis-Lock, paper towels, wind				
API	19001183-63110		101522F	001323		32650	Shop Supplies			57.36	
	09/30/2022	W					Menards-premix, gloves, soap,				
API	190011-63510		101522F	002047		32630	Electric			23.27	
	09/30/2022	W					ComEd Richard Young				
API	190011-63510		101522F	002047		32631	Electric			60.40	
	09/30/2022	W					ComEd Harris				
API	190011-63510		101522F	002047		32632	Electric			22.67	
	09/30/2022	W					ComEd Harris Arena				
API	19001184-63100		101522F	002047		32633	Electric			13.88	
	09/30/2022	W					ComEd Pickerill				
API	19001184-63100		101522F	002047		32634	Electric			44.99	
	09/30/2022	W					ComEd Pickerill House				
API	190011-68000		101522F	002844		32540	Liability Insurance Premiums			1,924.00	
	09/30/2022	W					Flood Insurance Coverage Ellis				
API	19001168-63070		101522F	003131		32648	Refuse Pickup			114.56	
	09/30/2022	W					Groot-Waste & Recycling Servic				
API	19001183-63070		101522F	003131		32648	Refuse Pickup			410.09	
	09/30/2022	W					Groot-Waste & Recycling Servic				
API	191011-67410		101522F	003399		32623	Land Acquisition			1,000.00	
	09/30/2022	W					Plat of Record for Subat				
API	19001178-63040		101522F	003836		32538	Security Deposit Refund			225.00	
	09/30/2022	W					October Quarter Payment Refund				
API	19001183-63540		101522F	003837		32539	Telephones			394.24	
	09/30/2022	W					TMobile Cell Phones				
API	19001171-63040		101522F	003941		32625	Security Deposit Refund			100.00	
	09/30/2022	W					Kingfisher Sec Dep Return				
API	19001171-63040		101522F	003942		32626	Security Deposit Refund			240.00	
	09/30/2022	W					MHL Sec Dep Refund				
API	19001171-63040		101522F	003944		32628	Security Deposit Refund			100.00	
	09/30/2022	W					MS Sec Dep Refund				
GENERAL LEDGER TOTAL										6,614.36	.00
										5,614.36	
										1,000.00	
API	19000000-20100		101522F	B 2854			Accounts Payable				
	09/30/2022	W									
API	19100000-20100		101522F	B 2854			Accounts Payable				
	09/30/2022	W									

Kendall County

INVOICE ENTRY PROOF LIST



YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T	OB	DEBIT	CREDIT
SYSTEM GENERATED ENTRIES TOTAL												
2022	10			JOURNAL			2022/10/301	TOTAL			6,614.36	6,614.36
API	19000000-39300		09/30/2022	W			101522F	B	2854		5,614.36	
API	19100000-39300		09/30/2022	W			101522F	B	2854		1,000.00	

INVOICE ENTRY PROOF LIST



FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1900	Forest Preserve 19000000-20100 19000000-39300	2022	10	301	09/30/2022	Accounts Payable Expenditures	5,614.36	5,614.36
						FUND TOTAL	5,614.36	5,614.36
1910	FP Land Cash 19100000-20100 19100000-39300	2022	10	301	09/30/2022	Accounts Payable Expenditures	1,000.00	1,000.00
						FUND TOTAL	1,000.00	1,000.00

** END OF REPORT - Generated by David Guritz **

INVOICE ENTRY PROOF LIST

CLERK: swiencke BATCH: 2882

NEW INVOICES

VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

HELD INVOICES

541 00000 FIRST NATIONAL B 3538gurtzsep2022 101522F 840.79 .00

CASH 000008 2022/11 INV 10/11/2022 SEP-CHK: Y DISC: .00 840.79 1099:
 ACCT 1Y210 DEPT 11 DUE 10/11/2022 DESC:Guritz Credit Card Sept 2022 19001164 63000

CONDITIONS THAT PREVENT POSTING INVOICE 541/32852

* Invoice must be approved or voided to post.

541 00000 FIRST NATIONAL B 6660vicksep2022 101522F 27.15 .00

CASH 000008 2022/11 INV 10/11/2022 SEP-CHK: Y DISC: .00 27.15 1099:
 ACCT 1Y210 DEPT 11 DUE 10/11/2022 DESC:Vick Credit Card September 2022 19001162 68580

CONDITIONS THAT PREVENT POSTING INVOICE 541/32853

* Invoice must be approved or voided to post.

1153 00000 KENDALL CO HIGHW 10032022 101522F 1,370.65 .00

CASH 000008 2022/11 INV 10/11/2022 SEP-CHK: Y DISC: .00 1,370.65 1099:
 ACCT 1Y210 DEPT 11 DUE 10/11/2022 DESC:gasoline and diesel 19001183 62180

CONDITIONS THAT PREVENT POSTING INVOICE 1153/32843

* Invoice must be approved or voided to post.

1323 00000 MENARDS 54568 101522F 143.39 .00

CASH 000008 2022/11 INV 10/11/2022 SEP-CHK: Y DISC: .00 143.39 1099:
 ACCT 1Y210 DEPT 11 DUE 10/11/2022 DESC:Ellis Grounds 19001162 68580

CONDITIONS THAT PREVENT POSTING INVOICE 1323/32846

* Invoice must be approved or voided to post.

1323 00001 MENARDS 54435 101522F 168.84 .00

CASH 000008 2022/11 INV 10/11/2022 SEP-CHK: Y DISC: .00 168.84 1099:
 ACCT 1Y210 DEPT 11 DUE 10/11/2022 DESC:Outdoor caster 19001183 63110

CONDITIONS THAT PREVENT POSTING INVOICE 1323/32848

* Invoice must be approved or voided to post.

INVOICE ENTRY PROOF LIST



CLERK: swiencke BATCH: 2882 NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1323 00001 MENARDS	54448		101522F	62.96			
CASH 000008 2022/11	INV 10/11/2022	SEP-CHK: Y					
ACCT 1Y210 DEPT 11	DUE 10/11/2022	DESC:FP Improvements roofing			191411 68530	.00	62.96 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/32849							
* Invoice must be approved or voided to post.							
1323 00001 MENARDS	54543		101522F	91.94			
CASH 000008 2022/11	INV 10/11/2022	SEP-CHK: Y					
ACCT 1Y210 DEPT 11	DUE 10/11/2022	DESC:Roofing supplies preserve improvements			191411 68530	.00	91.94 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/32850							
* Invoice must be approved or voided to post.							
1323 00001 MENARDS	54795		101522F	49.48			
CASH 000008 2022/11	INV 10/11/2022	SEP-CHK: Y					
ACCT 1Y210 DEPT 11	DUE 10/11/2022	DESC:Ellis house supplies			19001160 68580	.00	49.48 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/32851							
* Invoice must be approved or voided to post.							
1665 00000 SHAW MEDIA	10085118 10-22		101522F	59.99			
CASH 000008 2022/11	INV 10/11/2022	SEP-CHK: Y					
ACCT 1Y210 DEPT 11	DUE 10/11/2022	DESC:Website hosting			190011 68430	.00	59.99 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1665/32840							
* Invoice must be approved or voided to post.							
2047 00000 COMED	1938021081		101522F	38.31			
CASH 000008 2022/11	INV 10/11/2022	SEP-CHK: Y					
ACCT 1Y210 DEPT 11	DUE 10/24/2022	DESC:Hoover House Electric			19001171 63100	.00	38.31 1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/32836							
* Invoice must be approved or voided to post.							
2047 00000 COMED	0756081017		101522F	78.31			
CASH 000008 2022/11	INV 10/11/2022	SEP-CHK: Y					
ACCT 1Y210 DEPT 11	DUE 11/17/2022	DESC:Hoover Bathroom Electric			19001171 63100	.00	78.31 1099:

INVOICE ENTRY PROOF LIST

CLERK: swiencke BATCH: 2882

NEW INVOICES

VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

CONDITIONS THAT PREVENT POSTING INVOICE 2047/32839

* Invoice must be approved or voided to post.

3656 00000 MINOOKA CCSD #20 155 101522F 314.74 .00 .00 314.74 1099:
 CASH 000008 2022/11 INV 10/11/2022 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 10/11/2022 DESC:Whitt Law

CONDITIONS THAT PREVENT POSTING INVOICE 3656/32841

* Invoice must be approved or voided to post.

3656 00000 MINOOKA CCSD #20 108 101522F 192.29 .00 .00 192.29 1099:
 CASH 000008 2022/11 INV 10/11/2022 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 10/11/2022 DESC:Whitt Law

CONDITIONS THAT PREVENT POSTING INVOICE 3656/32842

* Invoice must be approved or voided to post.

3940 00000 YASMEEN MENDOZA 22-00218 101522F 135.00 .00 .00 135.00 1099:
 CASH 000008 2022/11 INV 10/11/2022 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 10/11/2022 DESC:Meadowhawk Lodge security deposit return

CONDITIONS THAT PREVENT POSTING INVOICE 3940/32854

* Invoice must be approved or voided to post.

3943 00000 KIM GREGORY 22-00186 101522F 135.00 .00 .00 135.00 1099:
 CASH 000008 2022/11 INV 10/11/2022 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 10/11/2022 DESC:Meadowhawk Lodge security deposit return

CONDITIONS THAT PREVENT POSTING INVOICE 3943/32855

* Invoice must be approved or voided to post.

3953 00000 E. HOFFMAN, INC. 31083 101522F 103,406.85 .00 .00 103,406.85 1099:
 CASH 000008 2022/11 INV 10/11/2022 SEP-CHK: Y DISC: .00
 ACCT 1Y210 DEPT 11 DUE 10/11/2022 DESC:Fox River Bluffs - construction

CONDITIONS THAT PREVENT POSTING INVOICE 3953/32845

* Invoice must be approved or voided to post.

INVOICE ENTRY PROOF LIST

CLERK: swiencke BATCH: 2882

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
3955 00000 ANNE HOEG	10-2-2022		101522F	1,000.00	.00	.00	
CASH 000008 2022/11 INV 10/11/2022 SEP-CHK: Y DISC: .00					19001168 63040	1,000.00	1099:
ACCT 1Y210 DEPT 11 DUE 10/11/2022 DESC:Ellis house security deposit return							
CONDITIONS THAT PREVENT POSTING INVOICE 3955/32867							
* Invoice must be approved or voided to post.							
17 HELD INVOICES				TOTAL	108,115.69		

0 INVOICE(S) REPORT POST TOTAL .00

REPORT TOTALS .00





Pickerill Estate House

Solar Opportunity Assessment



September 23, 2022

CONFIDENTIAL & PROPRIETARY

This document is a proprietary work product of GRNE Solutions, LLC dba GRNE Solar, who has invested considerable time and expense in its preparation. All rights to information, concepts, designs, and other materials presented herein are reserved and disclosure to or use by any other party is prohibited.

GRNE Solar considers the entirety of this document and all other communications related to the transaction(s) proposed herein to be trade secrets the disclosure of which would cause substantial injury to the competitive position of GRNE Solar and/or its affiliates.

GRNE Solar requests the document be protected from disclosure pursuant to the terms of any applicable non-disclosure agreement(s) and/or under applicable law and requests immediate notification of any actual or requested disclosure of the content of this document.



Roof Mounted in Illinois

GRNE Solar

On behalf of GRNE Solar, I would like to thank you for inviting us into your solar process.

This document is a solar opportunity assessment and contains information about your organization's solar potential.

The information in this document is based on information that we received from representatives from your organization as well as proprietary information that GRNE Solar has acquired from our extensive experience with commercial and industrial solar projects.

Additionally, you can trust the information that is contained in this document to be accurate and reliable. GRNE Solar places a high value on earning and keeping the trust of our stakeholders. We accomplish this by being honorable and trustworthy in all of our dealings, as well as being experts in the design, installation, and maintenance of solar PV systems. If GRNE Solar says we are going to do something, we will do it and we will do it the right way.

Thank you again for this solar opportunity!

Eric Gronwick, MBA
NABCEP Associate Certified
Commercial & Industrial Solar Specialist



Ground Mounted in Illinois

GRNE Solar Scope of Work

- Includes all material and services for a turn key solar solution
- Supply and install racking, modules, inverters, ballast blocks, optimizers, slip sheets, electrical supplies (conduit, wire, disconnects, switchgear, etc.)
- Supply and install both DC and AC portion of solar project
- Complete application process for utility interconnection, solar incentives as available, permit application with AHJ
- Perform engineering as required (electrical, structural, civil)
- Supply and installation of DAS communications package
- System testing and system commissioning



Canopy / Carport Mounted in Indiana

Solar Information – Pickerill Estate House

- Property is located at 6350 Minkler Rd, Yorkville, IL
- Historical electric usage for this property is approximately 50,000 kWh
- PV system will be roof mounted on a detached pavilion constructed in the near future
- 30 kW DC solar system is forecasted to produce 39,000 kWh in year 1
- PPA details: rate is \$0.065, term is 25 years, escalator is 0%





YOUR GRNE SOLAR TEAM

We appreciate the opportunity to collaborate with you and we look forward to serving you as a great partner on your solar energy project.

Eric Gronwick, Business Development
Email: Gronwick@GRNESolar.com / Phone: 847-894-0640

Jeremy Hoerauf, Project Management
Email: Jeremy@GRNESolar.com / Phone: 734-781-5372

Margaret Lucchesi, Solar Incentives
Email: Margaret@GRNESolar.com / Phone: 773-818-1011

Bill Schmitz, Technical Support
Email: Support@GRNESolar.com / Phone: 847-910-5471

*GRNE Solar – The before, during,
and after solar company!*

SOLAR ENERGY POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (this “PPA” or “Agreement”) is made and entered into as of November 15, 2022 (the “Effective Date”), between GRNE Solarfield 23, LLC, an Illinois limited liability company (“Seller”) and Kendall County Forest Preserve (“Buyer”). Seller and Buyer are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, concurrently herewith, Seller and Buyer are entering into a Site Lease For Solar Installation (the “Lease”) pursuant to which Seller agrees to lease a project site on premises (the “Leased Premises”) owned by the Buyer and located in Yorkville, Illinois (the “Premises”) and more particularly described in Exhibit A hereto.

WHEREAS, Seller intends to install, finance, own and operate a solar energy facility (the “System”) as more particularly described in Exhibit B hereto.

WHEREAS, as consideration for said Lease, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Energy Output generated by the System during the Term in accordance with the terms and conditions of this PPA.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I INTRODUCTION

1.1 Defined Terms. Capitalized terms used in this PPA shall have the meanings ascribed to them in the Schedule of Definitions attached hereto as Exhibit C and made an integral part of this PPA by this reference.

1.2 Recitals. The above recitals are hereby incorporated into this PPA as if fully restated in this Article I.

ARTICLE II TERM

2.1 Term. The term of this PPA (the “Term”) shall commence on the Effective Date and shall be in effect until 00:00 hours Central Standard Time on the 25th anniversary of the Commercial Operation Date. The Term may be extended only by the mutual agreement of the Parties. The general terms of this Agreement shall remain in force during any extension period.

2.2 Conditions Precedent. The respective rights and obligations of the Parties under this PPA are expressly conditioned upon the satisfaction in full (or written waiver) of all of the following conditions, which the Parties shall pursue diligently and in good faith:

- a) Buyer and Seller shall have executed and delivered the Lease;

b) Seller, with the assistance of Buyer as required by the local utility, shall have obtained an interconnection application approved by the local electric utility;

c) Seller shall have obtained sufficient information to determine that the project shall be eligible for a \$0.25 per DC watt rebate from the utility; and

d) Seller shall have obtained sufficient information to determine that the project shall be eligible to receive solar renewable energy credits through the Illinois Power Agency at a price that is reasonably certain.

If the conditions precedent above are not satisfied by July 1, 2023, and only until all the conditions precedent above are satisfied, either Party may terminate this PPA without penalty subject to Section 2.4 by providing the other Party with notice pursuant to Section 16.1.

2.3 Removal of System at End of Term. Subject to Buyer's Purchase Option pursuant to Article XIII, Seller shall remove the System from the Premises within 180 days following the conclusion of the Term at Seller's sole cost and expense. Buyer shall provide Seller and its agents, employees, and consultants access at all reasonable times to the Premises and the System for purposes of such removal and Seller shall repair any damage caused to Premises by the removal of the System. No fewer than one (1) year prior to the end of the Term, or within 10 Business Days of termination of this Agreement in accordance with Section 9.4, Seller shall provide reasonable evidence that Seller has sufficient financial resources to remove the System as required by this Agreement. If Seller does not provide such evidence, Buyer shall have the right to cease making payments to Seller otherwise required by this Agreement, and use those funds to pay for removal of the System. The cost of such removal shall be deducted from amounts otherwise due to Seller, or added to amounts otherwise due from Seller, as appropriate.

2.4 Termination and Survival. Effective as of any termination of this PPA the Parties will no longer be bound by the terms and conditions of this PPA and shall be released and discharged from any obligations or liabilities arising or accruing thereunder from and after the date of such termination, except (i) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations, arising under this PPA prior to termination of this PPA, (ii) as provided in Section 14.1, and (iii) that the obligations of the Parties under this PPA with respect to indemnification will survive the termination of this PPA and will continue (but only with respect to claims for indemnification based upon events or circumstances occurring or arising on or before the termination of this PPA) for a period of six (6) years following any termination of this PPA.

2.5 Project Documents. This PPA shall be considered in conjunction with the Lease and the EPC Agreement (together with their attachments and exhibits, the "Project Documents") when interpreting its provisions.

ARTICLE III

PURCHASE AND SALE; DELIVERY; GOVERNMENTAL AND/OR UTILITY CHARGES

3.1 Purchase and Sale of Energy. Seller shall make available to Buyer, and Buyer shall take delivery of and purchase all Energy Output for the duration of the Term.

3.2 Price for Total Delivered Energy. Subject to the balance of this Section 3.2, Buyer shall pay Seller for Total Delivered Energy at the applicable Energy Payment Rate as set forth on Exhibit D for the duration of the Term. Notwithstanding the foregoing to the contrary, Buyer acknowledges and agrees that (a) Exhibit D was prepared based on the assumptions set forth therein, (b) the Energy Payment Rates as set forth on Exhibit D shall be updated to the extent that the inaccuracy of any such assumption results in increased costs to Seller and (c) any such update shall recalculate the Energy Payment Rates using the same methodology to calculate the Energy Payment Rates as of the Effective Date but changing only such inaccurate assumption. The payment to be made by Buyer to Seller shall equal the Total Delivered Energy for the relevant period multiplied by the Energy Payment Rate for such period.

3.3 Test Energy. Seller shall make available to Buyer and Buyer shall take delivery of all Test Energy produced by the System. Buyer shall pay Seller for the Test Energy at the Energy Payment Rate applicable on the Commercial Operation Date.

3.4 Delivery; Title and Risk of Loss. Title to and risk of loss of all Energy Output will pass from Seller to Buyer at the Metering Device. Seller warrants that it will deliver all Energy Output to Buyer at the Metering Device free and clear of all liens, security interests, claims, and other encumbrances.

3.5 Taxes and Other Governmental and/or Utility Charges. Buyer shall be responsible for and pay all Governmental and/or Utility Charges imposed directly on Buyer. Seller shall be responsible for and pay all Governmental and/or Utility Charges imposed directly on Seller, provided that if real estate taxes or assessments are ever assessed with respect to the Leased Premises, then Buyer shall be responsible for payment thereof. If required by any governmental authority, Buyer shall timely report, make filings for, and pay any and all sales, use, income, gross receipts, or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of Energy Output.

a) To the extent applicable, both Parties shall use reasonable efforts to administer this PPA and implement its provisions so as to minimize Governmental and/or Utility Charges. In the event any sales of Energy Output or Environmental Attributes, if any, hereunder are eligible to be exempted from or not subject to one or more Governmental and/or Utility Charges, promptly, upon either Party's request, the other Party shall provide requesting Party with all necessary documentation to obtain such exemption or exclusion at no out of pocket cost, to be defined throughout as anything other than the commercially reasonable utilization of employee time, to the Party that provides the necessary documentation.

b) Each Party shall be responsible for all taxes and fees assessed against it due to its ownership of its respective property.

ARTICLE IV ENVIRONMENTAL ATTRIBUTES

4.1 Title to Environmental Attributes. Notwithstanding the purchase and sale of Energy pursuant to Section 3.1, all Environmental Attributes relating to the System or the Energy Output shall remain the property of Seller. Seller shall have all right, title, and interest in and to

any and all Environmental Attributes that relate to the System and the Energy Output during the Term; Buyer shall have no right, title or interest in or to any Environmental Attributes and in the event any payment for any Environmental Attribute is made to Buyer, Buyer shall promptly remit such payment directly to the Seller without deduction or offset.

4.2 Reporting of Ownership of Environmental Attributes. Buyer shall not report to any Person that any Environmental Attributes relating to the System or the Energy Output belong to any Person other than Seller.

ARTICLE V CONSTRUCTION AND INSTALLATION OF THE SYSTEM

5.1 Installation. Subject to Section 5.4, Seller will, at its sole expense, cause the System to be designed, engineered, installed and constructed in accordance with the terms of this PPA and the Lease. Said installation shall include the removal of any vegetation from the Leased Premises as needed.

5.2 Buyer Cooperation and Responsibilities. For purposes of installation of the System, Buyer shall provide Seller and its employees, agents, consultants, contractors, sub-contractors, and local utility personnel access during normal business hours and at other reasonable times as are acceptable to Buyer with reasonable prior notice to Buyer (or in emergency conditions at any time as soon as practicable) to (i) the Leased Premises and all System Assets, (ii) 120V electrical power and internet connectivity including firewall access at no additional cost to Seller, and (iii) any documents, materials and records and accounts relating to the System and System Assets. Buyer shall not withhold such access unreasonably.

5.3 Seller Responsibilities. Subject to the terms of the Lease and pursuant to Applicable Law and the Building and Electrical Permits, Seller shall perform the construction and installation of the System in a good and workmanlike manner.

5.4 Building and Electrical Permits; Interconnection Agreement.

a) Seller shall be responsible for and bear all costs associated with applying for and obtaining all Building and Electrical Permits, and Buyer shall assist Seller (at no cost to Buyer) in obtaining all Building and Electrical Permits.

b) Seller shall assist Buyer, and Buyer shall assist Seller, in obtaining the Interconnection Agreement and Seller shall bear all costs associated with applying for and obtaining such Interconnection Agreement. Buyer shall not make any material changes to its electrical equipment at the Premises after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such utility of such interconnection.

c) If the local electric utility or the local inspector fails to approve the interconnection of the System or the applicable authority fails to approve or issue any Building and Electrical Permits, provided that such failure is no fault of Seller, Seller may terminate this Agreement without penalty subject to Section 2.4 by providing Buyer with notice pursuant to Section 16.1. If the local electric utility or the local inspector or any applicable authority requires material upgrades

to the equipment set forth in Exhibit B in connection with the Premises in order to approve any Building and Electrical Permits or the interconnection of the System, the Parties may reach an agreement regarding such equipment upgrades. If the Parties cannot reach such an agreement either Party may terminate this Agreement without penalty subject to Section 2.4 by providing the other Party with notice pursuant to Section 16.1.

5.5 Notice of Commercial Operation. Seller shall provide written notice to Buyer of the Commercial Operation Date no than less ten (10) Business Days prior to such date.

5.6 Commercial Operation Date Deadline. If the System has not achieved Commercial Operation within two (2) years after the satisfaction of the Conditions Precedent as described in Section 2.2 of this Agreement, subject to a day-for-day extension for i) any Force Majeure event or ii) delay caused by the actions or omissions of Buyer, and only until the System has achieved Commercial Operation, Buyer may terminate this PPA without penalty subject to Section 2.4 by providing Seller with notice pursuant to Section 16.1. Alternatively, in the event that the System has not achieved Commercial Operation by the date that is eighteen (18) months after approval by the Illinois Power Agency for participation in the Illinois Adjustable Block Program, either Party may terminate this PPA without penalty pursuant to Section 2.4 by providing notice pursuant to Section 16.1 or the Parties may mutually agree to amend this Agreement.

5.7 System Size. The System shall have a capacity of 20 kW AC peak capacity. Buyer acknowledges that there are numerous factors outside of Seller's control that affect the minimum capacity of the System, such as site survey, final permitting, required set backs, equipment locations and certain other limiting factors not yet known as of the date of this PPA. Within ten (10) days of Seller's determination of the minimum capacity of the System to be constructed, Seller shall deliver notice to Buyer of such minimum capacity (the "Minimum Capacity Notice"). If the Minimum Capacity Notice provides that such minimum capacity is less than 10 kW AC, then Buyer shall have the right to terminate this PPA without penalty subject to Section 2.4 by providing notice to Seller pursuant to Section 16.1 prior to the date that is sixty (60) days after Seller's delivery of such Minimum Capacity Notice, or the Parties may mutually agree to amend this PPA. If Buyer fails to timely terminate this PPA, then Buyer's right to terminate this PPA shall be of no further force or effect.

ARTICLE VI OWNERSHIP; MAINTENANCE OF SYSTEM

6.1 Ownership of System by Seller. Seller shall own the System and all System Assets, and shall be entitled to own, claim and retain any and all federal, state, or local tax benefits associated with the ownership of the System, including any federal income tax credits or grants, as well as any and all federal, state or local incentives for the installation of solar energy facilities or the production of electricity from renewable energy sources. In the event Buyer receives any payment or remittance for any federal or state income tax credits or grants, or any and all federal, state or local incentives for the installation of solar energy facilities or the production of electricity from renewable energy sources related to the System and properly owned by Seller pursuant to this Section 6.1, Buyer shall immediately deliver such payment or remittance to Seller, in the exact form received without deduction or offset, and all accompanying documentation.

a) Buyer shall at all times accurately represent to third parties, including but not limited to media outlets and Buyer's business partners, that Seller owns the System and all of the Environmental Attributes therefrom, and shall represent that Seller is the project developer in any of Buyer's promotional efforts related to the System. Buyer shall not represent that Buyer owns the System or the Environmental Attributes therefrom. All written or electronic public releases of Buyer related to this Agreement must be approved by both Buyer and Seller in writing, such approval to be confirmed within five Business Days and in no case unreasonably withheld.

b) Seller shall provide monthly summaries of the energy provided by the System, and, subject to the limitations set forth in Section 4.2 and Section 6.1(a), Buyer shall be free to use the information contained in the monthly summaries as it sees fit. Notwithstanding the above, Seller shall own any data produced by the System and any System Assets.

c) The System is property of Seller and is not to be regarded as a fixture or otherwise part of the Premises or Leased Premises on which it may be located.

d) Buyer shall endeavor to keep the System free from all claims, liens, encumbrances and legal processes, and shall release, discharge or bond over any such claims, liens or encumbrances placed on the System by Buyer's actions, representations or omissions (or placed by Buyer's lenders or mortgage parties in any case) within thirty (30) days of their attachment.

e) Seller shall provide a production guarantee equal to 85% of each year's projected System output calculated by Seller using HelioScope and PVSyst software based on the final System design for the System Size stated in Section 5.7. Exhibit E shows the preliminary projected twenty-five (25) year solar production of the System, which Exhibit E shall not be binding on Seller or Buyer and instead shall be updated once the final capacity of the System has been finally determined pursuant to the terms of this Agreement. System production for the guarantee will be evaluated on an annual basis, said evaluation to be prepared by an auditor agreed to by the Parties and at Seller's expense, and each year Buyer will be compensated for the cumulative shortfall for all years in an amount determined by multiplying i) the cumulative shortfall in kWh times ii) the difference between a) the Buyer's avoided utility rate (including avoided supply, delivery, taxes and fees) on its most recent utility invoice; and b) the Buyer's actual purchase price for the electricity produced by the System, and then subtracting the cumulative shortfall compensation payments to Buyer in all prior years. The Parties pre-approve Progressive Energy Group LLC as the initial auditor for the first annual evaluation.

6.2 Lease of Premises. The Parties acknowledge and agree that Seller is leasing the portion of Buyer's Premises upon which the System is located pursuant to the terms and conditions of the Lease being entered into concurrently herewith. This PPA shall terminate if at any time the Lease expires or is earlier terminated for any reason. This PPA is consideration for said Lease.

6.3 Maintenance of System by Seller. Seller at Seller's sole expense shall operate and maintain the System and the Leased Premises in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties and guarantees and manufacturers' instructions and specifications, all Applicable Laws and applicable standards, and the applicable requirements of the insurance policies maintained by the Parties with respect to the System, and

the terms of this PPA. All such maintenance performed by Seller shall be done in a good and workmanlike manner pursuant to all Building and Electrical Permits.

6.4 Access for Maintenance. For purposes of inspection and maintenance of the System, Buyer shall provide Seller and its employees, agents, consultants, contractors, sub-contractors, and local utility personnel access during normal business hours and at other reasonable times as are acceptable to Buyer with reasonable prior notice to Buyer (or in emergency conditions at any time as soon as practicable) to (i) the Leased Premises and all System Assets, (ii) 120V electrical power and internet connectivity including firewall access at no additional cost to Seller, and (iii) any documents, materials and records and accounts relating to the System and System Assets. Buyer shall not withhold such access unreasonably. During any inspection or maintenance of the System, Seller and its agents, consultants and representatives shall comply with Buyer's reasonable safety and security procedures, and Seller and its agents, consultants and representatives shall make reasonable efforts to conduct such inspection and maintenance in such a manner as to cause minimum interference with Buyer's activities and the activities of Buyer's tenants, in each case, at the Premises.

6.5 Buyer's Temporary Interference with Energy Output. Buyer will use reasonable good faith efforts to conduct its business in a way that does not interfere with the Energy Output, and shall provide Seller as much notice as possible prior to a) any shut down or other activities of Buyer or Buyer's tenants at the Premises or b) any events or activities known to Buyer, that would cause a significant reduction in the Energy Output of the System. During any period in which the System generates Energy Output materially less than the expected Energy Output as a result of (i) any Event of Default under this Agreement; or (ii) default, delay or failure by Buyer in performing a material obligation required under this Agreement (and provided that such default, delay or failure is through no fault of the Seller), Buyer, to the extent permitted by Applicable Law, shall pay Seller a monthly payment (the "Make-Whole Payment") (pro-rated as needed) equal (i) to the average payment made by Buyer to Seller under this Agreement for the preceding twelve (12) months or however long the System has been in commercial operation if less than twelve (12) months, minus (ii) the amounts paid to Seller for the Energy Output provided during such period, plus (iii) the value of all Environmental Attributes for such period.

ARTICLE VII METERING DEVICE AND METERING

7.1 Metering Equipment. Seller shall at Seller's sole cost and expense install a Metering Device at the Premises, which Metering Device shall be owned, operated and maintained by Seller at Seller's sole cost and expense, subject to the provisions of Section 7.2. Seller shall provide Buyer with access to real-time production data from the System, which access may be online.

7.2 Testing and Correction. Either Party may request a test of the Metering Device to verify the accuracy of its measurements and recordings (the "Requesting Party") by providing the other Party with written notice describing with specificity their reasons for making such request. Within ten (10) Business Days after receiving such notice from Buyer or providing such notice to

Buyer, Seller shall have Metering Device tested by a third-party mutually agreed upon by the Parties to verify the accuracy of its measurements and recordings. Each Party and its Representatives shall have the right to witness any Metering Device test. If such test finds the Metering Device to be inaccurate by not more than two percent (2%), any previous recordings of the Metering Device shall be deemed accurate, and the Requesting Party shall bear the cost of inspection and testing of the Metering Device. If such test finds the Metering Device to be inaccurate by more than two percent (2%) or finds the Metering Device is out of service or fails to register, then:

(i) Seller shall promptly repair Metering Device to correct any inaccuracies or replace Metering Device; and

(ii) Seller shall bear the cost of inspection and testing of the Metering Device; and

(iii) future Seller invoices and Buyer payments shall reflect the Adjusted Energy Output; and

(iv) if Buyer has paid Seller for any Energy Output during the period beginning with the delivery of Requesting Party's notice and ending with the repair or replacement of the Metering Device pursuant to Section 7.2(i) (the "Meter Malfunction Period") then the amount of such Energy Output (the "Meter Malfunction Output") shall be compared to the Adjusted Energy Output. To the extent the Meter Malfunction Output exceeds the Adjusted Energy Output Seller shall promptly issue Buyer a credit in the amount of such excess multiplied by the prevailing Energy Payment Rate. To the extent the Adjusted Energy Output exceeds the Meter Malfunction Output Buyer shall promptly pay Seller an amount of such excess multiplied by the prevailing Energy Payment Rate.

7.3 Measurements; Adjusted Energy Output. Readings of the Metering Device shall be conclusive as to the amount of Total Delivered Energy and Test Energy delivered, provided that if the Metering Device is found to be inaccurate, failed or out of service pursuant to Section 7.2, the amount of Total Delivered Energy or Test Energy delivered during the Meter Malfunction Period (the "Adjusted Energy Output") shall be determined by calculating the average Total Delivered Energy per day for the 30 days following the replacement of the Metering Device pursuant to Section 7.2(i) and multiplying such average by the number of days in the Meter Malfunction period.

ARTICLE VIII

LOSS, DAMAGE OR DESTRUCTION OF SYSTEM; FORCE MAJEURE

8.1 System Loss. Seller shall bear the risk of any System Loss.

a) Either Party shall, upon becoming aware of any System Loss or any other malfunction of the System or interruption of Energy Output, provide written notice describing the extent and cause of such System Loss to the other Party no later than five (5) Business Days after so becoming aware. Within ten (10) Business Days of Seller delivering such notice to Buyer or Seller receiving such notice from Buyer, Seller shall determine in Seller's sole reasonable

discretion whether the System Loss constitutes Total System Loss and if Seller determines that Total System Loss has occurred Seller shall provide Buyer with written notice of such determination.

(i) Within twenty (20) Business Days following delivery of Seller's notice determining that Total System Loss has occurred pursuant to Section 8.1(a), Seller shall decide in Seller's absolute and sole discretion whether to terminate this PPA or to repair or replace the System and Seller shall provide Buyer with written notice of such decision. If Seller notifies Buyer that Seller decides to terminate this PPA pursuant to this Section, (A) this PPA will terminate immediately and without penalty subject to Section 2.4 effective upon the delivery of such notice, (B) Seller shall remove the System from the Premises pursuant to Section 2.3 and (C) Seller shall pay to Buyer an amount (the "Termination Payment") equal to the present value (discounted using the then-applicable "prime rate" at large U.S. money center banks as most recently published by The Wall Street Journal) of an amount determined by multiplying (I) the monthly average Energy Output from the System of the thirty-six (36) most recently completed months prior to the Total System Loss times (II) the number of months that would have remained in the Term after such Total System Loss but for termination pursuant to this Section 8.1(a)(i) times (III) the difference between (1) the Buyer's avoided utility rate (including avoided supply, delivery, taxes and fees) on its most recent utility invoice; and (2) the Buyer's actual purchase price for the electricity produced by the System. In no event shall the Termination Payment be less than Zero Dollars (\$0). Seller shall repair any damage caused to Premises by the removal of the System pursuant to Section 2.3.

(ii) In the event of any System Loss that Seller has reasonably determined results in less than Total System Loss, this PPA shall remain in full force and effect. Seller shall be required to use all insurance proceeds collected in connection with any System Loss towards the repair or replacement of the System within 180 days of receiving the proceeds; provided however, that Seller shall not be obligated to perform any repairs or replacements in excess of the sum of (A) insurance proceeds made available therefor and (B) the applicable deductible. Notwithstanding the Seller's obligation to repair or replace the System within 180 days of receiving insurance proceeds, should the Seller believe that such a timeframe is not feasible due to supply constraints, difficulties in securing a contractor or any other cause for delay outside Seller's control, Seller will notify Buyer of such delay as soon as it is commercially reasonable.

b) Seller shall be entitled to all proceeds of any insurance policy with respect to the System, or any System Loss or Total System Loss.

8.2 Performance Excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this PPA and such Party (the "Claiming Party") gives written notice containing details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this PPA (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure, and except as otherwise provided in Section 8.1). Notwithstanding the above, any Party affected by a Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and to resume performing its obligations as soon as reasonably possible; provided however, that

neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

8.3 Insurance. Buyer and Seller shall maintain insurance coverages as required under the terms of the Lease.

ARTICLE IX EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default. An “Event of Default” means, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:

a) such Party fails to make, when due, any payment required under this PPA if such failure is not cured within ten (10) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party;

b) such Party fails to perform any material non-monetary obligation or non-monetary covenant set forth in this PPA (except to the extent constituting a separate Event of Default) if such failure is not cured within sixty (60) days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party; provided however that if the Defaulting Party has commenced reasonable steps to cure such failure within sixty (60) days after receipt of written notice and those efforts continue uninterrupted, the Defaulting party shall have until ninety (90) days after receipt of written notice from the Non-Defaulting Party to cure such failure;

c) such Party becomes Bankrupt;

d) such Party fails to provide or maintain in full force and effect any insurance required pursuant to Section 8.3 if such failure is not cured within sixty (60) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party; or

e) default by Lessor under the Lease shall be an Event of Default with respect to Buyer; default by Lessee under the Lease shall be an event of Event of Default with respect to Seller.

9.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the other Party (the “Non-Defaulting Party”) may, by written notice to Defaulting Party, designate a date not earlier than ten (10) or later than sixty (60) Business Days after the date such notice is delivered as an early termination date in respect of this PPA (the “Default Termination Date”). This PPA shall terminate at 5:00 pm Central Standard Time on the Default Termination Date, subject to Section 2.4.

9.3 Buyer Rights Upon Termination for Default. If Buyer is the Non-Defaulting Party and elects to terminate this PPA as provided in Section 9.2 Buyer may, as its sole and exclusive remedy, by written notice to Seller and in Buyer’s sole and absolute discretion either:

a) require that Seller remove the System at Seller’s sole cost and expense pursuant to the provisions of Section 2.3; or

b) exercise the Purchase Option provided in Section 13.1, provided however, that the Buyer may not exercise the Purchase Option at any time prior to the 10th Anniversary of the Commercial Operation Date; or

c) pursue any other legal or equitable remedies Buyer may have available under this PPA or Applicable Law.

9.4 Seller Rights Upon Termination for Default. If Seller is the Non-Defaulting Party and elects to terminate this PPA as provided in Section 9.2 Seller may, as its sole and exclusive remedy, by written notice to Buyer and in Seller's sole and absolute discretion either:

a) remove the System within thirty (30) Business Days after the Default Termination Date at Buyer's sole cost and expense. Buyer shall provide Seller and its agents, employees, and consultants access at all reasonable times to the Premises and the System for purposes of such removal. Seller shall repair any damage caused to Premises by the removal of the System; or

b) to the extent permitted by Applicable Law, require Buyer to pay to Seller within seventy five (75) days after the Default Termination Date an amount equal to the Final Determination of a Purchase Price Appraiser determined pursuant to Sections 13.3(a)-13.3(c) of this PPA (the "Termination Fee"); provided that, notwithstanding any other provisions of this PPA, (i) if during the determination of the Termination Fee either Party fails to fulfill its obligations under Section 13.3(a), and does not cure such failure within two (2) Business Days of receiving written notice of such failure from the other Party, the other Party may appoint, at its sole discretion, the Purchase Price Appraiser, and (ii) the Termination Fee shall include all costs and expenses incurred by the Purchase Price Appraiser, as well as any costs incurred during the selection process pursuant to Section 13.3(a). The Termination Fee reflects the Seller's expected financial loss of revenue streams consequent to Buyer's default. Upon Buyer's payment in full to Seller of the Termination Fee, Seller shall transfer to Buyer all of Seller's right, title and interest in and to the System, including the right and title to all future Environmental Attributes and the assignment of related agreements, including but not limited to REC purchase and sale agreements, component warranties and operations and maintenance agreements. Notwithstanding the foregoing, if the Default Termination Date is prior to the 10th anniversary of the Commercial Operation Date, the Term of the Lease shall be extended until 10th anniversary of the Commercial Operation Date (pursuant to Section 9(a) of the Lease) and Seller shall retain ownership of the System until that date, and Seller shall transfer title to the System and all System Assets to Buyer on the date immediately following the 10th anniversary of the Commercial Operation Date; or

c) pursue any other legal or equitable remedies Seller may have available under this PPA or Applicable Law.

9.5 Unpaid Obligations. The Non-Defaulting Party shall be under no obligation to prioritize the order which it exercises any rights and remedies available under this PPA. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the Non-Defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

9.6 Abandonment. If an Event of Default has occurred and continues with respect to Seller, and if, during the continuance of such Event of Default, Seller has simultaneously Abandoned the Leased Premises and the System for a continuous twelve (12) month period, then Buyer shall have the right to deliver a notice to Seller pursuant to Section 16.1 stating that “Buyer alleges that Seller has Abandoned the Leased Premises and the System for a continuous twelve (12) month period during which an Event of Default has occurred and continues with respect to Seller.” (the “First Abandonment Notice”). If Seller fails to deny the allegation set forth in the First Abandonment Notice within ten (10) Business Days of Buyer’s delivery of the First Abandonment Notice, then Buyer shall have the right to send a second (2nd) notice to Seller pursuant to Section 16.1 stating that “BUYER HAS PREVIOUSLY SENT A FIRST ABANDONMENT NOTICE, AND IF SELLER FAILS TO DENY THE ALLEGATION SET FORTH IN THE FIRST ABANDONMENT NOTICE WITHIN TEN (10) BUSINESS DAYS OF THIS NOTICE, THEN BUYER SHALL HAVE THE RIGHT TAKE POSSESSION OF THE SYSTEM AT NO COST TO BUYER.” (the “Second Abandonment Notice”) If Seller fails to deny the allegation set forth in the Second Abandonment Notice within ten (10) Business Days of Seller’s receipt of the Second Abandonment Notice, then, in addition to all other remedies in this Article IX, Buyer may take immediate possession of the System. In that event, Buyer, at its option, may take ownership of said System and System Assets, without further payment to Seller.

ARTICLE X INVOICING AND PAYMENT

10.1 Invoicing and Payment. All invoices due from Seller to Buyer will be due and payable not later than thirty (30) days after receipt (or if such day is not a Business Day then on the next Business Day) with amounts not paid by the applicable due date to accrue interest compounding at the highest rate allowed by state law. Each Party will make payments under this PPA to the account designated by the other Party. Seller shall make itself reasonably available to respond to Buyer inquiries regarding invoices.

10.2 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice or any adjustment to any invoice under this PPA at any time within six (6) years following the delivery of the invoice or invoice adjustment. If either Party disputes any invoice or invoice adjustment in good faith, such Party will nonetheless be required to pay the undisputed amount of the applicable invoice or invoice adjustment on the applicable payment due date, except as expressly provided otherwise elsewhere in this PPA, and to give written notice of the objection to the other Party.

10.3 Records and Audits. Each Party will keep, for a period not less than six (6) years after the expiration or termination of any Transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such Transaction. During such period each Party may, at its sole cost and expense and upon reasonable written notice to the other Party, examine the other Party’s records pertaining to Transactions during such other Party’s normal business hours.

ARTICLE XI
REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS

11.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

a) the execution, delivery and performance of this PPA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;

b) subject to all conditions precedent described herein, this PPA and each other document executed and delivered in accordance with this PPA constitutes its legally valid and binding obligation enforceable against it in accordance with such documents' terms subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies the discretion of the applicable court;

c) it is acting for its own account, and has made its own independent decision to enter into this PPA, and is not relying upon the advice or recommendations of the other Party in so doing;

d) it is capable of assessing the merits of and understands and accepts the terms, conditions and risks of this PPA;

e) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates; and

f) that the various terms, obligations, charges and fees contained in this PPA are the result of arm's length transactions, or, to the extent that such charges and fees are not the result of arm's length transactions, represent market rate charges and fees and that the cost to the Seller is equivalent to fair market value.

Buyer further represents and warrants to Seller that:

(g) it has all the rights, title and interest in the Premises necessary and sufficient to perform its obligations under this Agreement and the Lease during the Term;

(h) Buyer is the fee owner of the buildings and real estate upon which the Leased Premises is located, subject to all liens or encumbrances of record;

(i) the System is not subject to any existing lien, encumbrance, mortgage or deed of trust on the Premises or Leased Premises, and Buyer shall make no action, representation or omission to create any future lien, encumbrance, mortgage or deed of trust on the Premises or Leased Premises;

(j) none of the Energy Output generated by the System will be used for the purposes of heating any swimming pool;

(k) The Premises are not subject to the lien of any financing provided by any lender or other provider of funding to Buyer; and

(l) Seller further represents and warrants to Buyer that it is not an electric public utility or electrical corporation as defined by the energy laws of the State of Illinois, under the Public Utility Act (220 ILCS 5 et seq., as amended).

11.2 Buyer Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. Buyer acknowledges and agrees that, for purposes of this PPA, Seller is not a "Utility" as such term is used in Section 366 of the Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE XII INDEMNITY; LIMITATIONS

12.1 Indemnity. Seller shall indemnify, hold harmless and defend with counsel of Buyer's own choosing, Buyer, its officials, officers, employees, including its past, present, and future board members, elected officials and agents (collectively, the "Indemnified Parties") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, actual out-of-pocket expenses, judgment, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature (except as set forth in Section 12.4 below) to the extent arising from any breach of any covenant in this PPA or the Lease and any breach by Seller of any representations or warranties made within this PPA or the Lease (collectively, the "Claims"), except to the extent such Claims result from the gross negligence or willful misconduct of any Indemnified Party.

12.2 Nothing contained herein shall be construed as prohibiting Buyer, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Buyer's participation in its defense shall not remove Seller's duty to indemnify, defend, and hold Buyer harmless, as set forth above.

12.3 Reserved.

12.4 Notwithstanding any provision in this PPA to the contrary, neither Seller nor Buyer shall be liable to the other for damages arising out of this PPA which are not reasonably foreseeable at the time this PPA executed. The foregoing provision shall not prohibit either Party from seeking and obtaining recovery of i) third party damages for which it is entitled to indemnification hereunder, or ii) general contract damages for a breach of this PPA.

ARTICLE XIII SYSTEM PURCHASE AND SALE OPTIONS

13.1 Purchase Option. Buyer shall have the right and option to purchase all of Seller's right, title and interest in and to all the System Assets at Buyer's sole discretion (the "Purchase Option") provided that Buyer may only use the Purchase Option at i) each of the anniversary dates

of the System's commercial operation date beginning with the 10th anniversary date, ii) the conclusion of the Term or iii) pursuant to Section 9.3(b). Buyer may use the Purchase Option by providing Seller written notice of such use (x) not less than 180 days prior to the anniversary date on which the Purchase Option is being exercised, (y) not later than 180 days prior to the conclusion of the Term, or (z) pursuant to Section 9.3(b), respectively.

13.2 Determining Purchase Price. Upon Buyer's use of the Purchase Option, Buyer and Seller agree that the purchase price will be the fair market value pursuant to the following provisions of this Article XIII, which fair market value will reflect the value of (i) Seller's right, title and interest in and to all System Assets; (ii) the right and title to all future Environmental Attributes and Energy Output; and (iii) the assignment of related agreements and warranties as provided in Section 13.6 (the "System Purchase Price"). The Parties shall meet and make reasonable good faith efforts to mutually agree upon a fair market value for the System Purchase Price. If the Parties fail to reach agreement after making such reasonable efforts, either Party may by written notice to the other require that an Independent Appraiser shall be selected who shall determine the System Purchase Price in accordance with the procedure set forth in Section 13.3 below; however, notwithstanding any determination of fair market value to the contrary, the Parties agree that the fair market value of the System as of the end of each anniversary date shall be no lower than any shortfalls in SREC funding that Seller would be entitled to over the full duration of the Term.

13.3 Determination of System Purchase Price by Independent Appraiser.

a) Within ten (10) Business Days of delivery of a notice under Section 13.1 (or if this Section 13.3 is invoked pursuant to Section 9.4(b) of this Agreement, the Default Termination Date), Seller and Buyer shall make reasonable efforts to mutually agree upon the selection of an Independent Appraiser who shall determine the System Purchase Price in accordance with the procedure set forth in this Section 13.3 (the "Purchase Price Appraiser"). If Seller and Buyer have not agreed upon the appointment of a Purchase Price Appraiser by the conclusion of such period then:

(i) at the end of such five (5) Business Day period each Party shall by written notice to the other Party designate three Independent Appraisers;

(ii) within five (5) Business Days of receipt of such notice each Party shall select one of the three Independent Appraisers designated by the other Party and shall provide written notice thereof to the other Party of such selection, and Buyer shall provide the two Independent Appraisers thereby selected written notice of their selection and a summary of the provisions of this Article XIII;

(iii) within two (2) Business Days of delivery of such notice to the two Independent Appraisers, such Independent Appraisers shall appoint one of themselves to be the Purchase Price Appraiser and provide concurrent written notice thereof to Seller and Buyer. Such appointment shall be final and binding on Seller and Buyer.

b) The Purchase Price Appraiser shall be provided with a copy of this Agreement and, within twenty (20) Business Days of appointment, make a preliminary determination of the fair

market value of the System Purchase Price (the “Preliminary Determination”) and shall issue a statement concurrently to the Parties containing the Preliminary Determination together with all supporting documentation detailing the calculation of the Preliminary Determination. Within five (5) Business Days of receiving such statement either Party may object to the Preliminary Determination by providing Purchase Price Appraiser and the other Party concurrently with a statement describing such objections and any supporting documentation.

c) The Purchase Price Appraiser shall, within thirty (30) Business Days of appointment, make a final determination of the System Purchase Price (the “Final Determination”) and shall issue a statement concurrently to the Parties containing the Final Determination and which shall specifically address any objections received by the Purchase Price Appraiser and whether such objections were taken into account in making the Final Determination. Except in the case of fraud or manifest error, the Final Determination shall be final and binding on the Parties in regard to the System Purchase Price.

d) Seller and Buyer shall each be responsible for payment of one half of the costs and expenses of the Purchase Price Appraiser, as well as any costs or expenses incurred during the selection process pursuant to Section 13.3(a).

13.4 Exercise of Purchase Option. Buyer shall have sixty (60) days from the date the System Purchase Price is determined pursuant to Section 13.3 (the “Exercise Period”) to exercise the Purchase Option at the System Purchase Price. Buyer may exercise its Purchase Option by providing written notice to Seller and upon delivery such exercise shall be irrevocable.

13.5 Terms of System Purchase. If Buyer exercises the Purchase Option, then no later than thirty (30) days following delivery of Buyer’s exercise notice pursuant to Section 13.4, (a) Seller shall surrender and transfer to Buyer (i) all of Seller’s right, title and interest in and to all System Assets free of liens and encumbrances, (ii) the right and title to all future Environmental Attributes and Energy Output, and (iii) the assignment of related agreements and warranties as provided in Section 13.6, (b) Buyer shall pay to Seller an amount equal to the Final Determination of the System Purchase Price, by certified check, bank draft or wire transfer and shall assume all liabilities arising from or related to the System Assets from and after the Transfer Date, and (c) both Parties shall execute and deliver a bill of sale and assignment of contract rights containing such representations, warranties, covenants and other terms and conditions as are usual and customary for a sale of assets similar to the System, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System Assets in Buyer, and deliver ancillary documents, including releases, resolutions, certificates, third person consents and approvals and such similar documents as may be reasonably necessary to complete the sale of the System Assets to Buyer.

13.6 Assignment of Lease, Warranties or Supply Contracts. If Buyer exercises the Purchase Option, Seller shall assign to Buyer and Buyer shall accept from Seller any then-existing warranties and the Lease and any equipment, maintenance, operations and REC contracts pertaining to the System or its operation.

13.7 Inspection of Records. Seller shall make the System Assets, including records relating to the operations, maintenance, and warranty repairs, available to (a) Buyer for its

inspection during normal business hours at any time following Buyer's notice to Seller pursuant to Section 13.1 and prior to the conclusion of the relevant Exercise Period, upon at least three (3) Business Days' prior written notice from Buyer to Seller; and (b) Purchase Price Appraiser during normal business hours between the date of the Purchase Price Appraiser's appointment and the Final Determination.

ARTICLE XIV CONFIDENTIALITY

14.1 Confidentiality. Neither Party will use any Confidential Information for any purpose except such Party's performance under this PPA. Furthermore, neither Party will disclose any Confidential Information to any third party other than the Party's or the Party's Affiliates' officers, employees, lenders, counsel, accountants or advisors (collectively, "Representatives"), who have a need to know such information and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein; provided however, that a Party may disclose Confidential Information in order to comply with the requirements of i) any Applicable Law or ii) any rule, tariff or agreement of any utility, transmission and distribution provider (including regional interconnect, independent system operator or regional transmission operator) or iii) in connection with any judicial or regulatory proceeding or request by a governmental authority, provided further however, that each Party will use reasonable efforts to prevent or limit any such disclosure.

ARTICLE XV DISPUTE RESOLUTION AND ARBITRATION

15.1 Notice of Dispute/Negotiated Resolution. Buyer and Seller shall attempt to resolve in good faith any controversy, claim or dispute between the Parties arising out of or related to this PPA or its breach (a "PPA Dispute"). The Parties agree that, should the Parties be unable to resolve such disputes, that all rights and remedies available under law and equity shall be available to them.

ARTICLE XVI NOTICES

16.1 Notices. All notices, requests, statements or payments required by or provided for in this PPA ("Notice" or "Notices") will be made to the addresses and persons specified below. All Notices shall be made in writing and shall be delivered by hand delivery or overnight delivery. Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. A Party may change its address by providing notice of the same in accordance with the provisions of this Section.

Buyer:

Kendall County Forest Preserve
Dave Guritz, Director Kendall County Forest Preserve
dguritz@co.kendall.il.us

Seller:

Mr. Eric Peterman
c/o GRNE Solar
230 N Hicks Place,
Palatine, IL 60067
E-Mail: Eric@GRNESolar.com

With copy to:

Katten Muchin Rosenman LLP
525 W. Monroe St.
Chicago, Illinois 60661
Attn: Jason Gorczynski
E-Mail: jason.gorczynski@katten.com

ARTICLE XVII
ASSIGNMENT AND PROVISIONS BENEFITING LENDER

17.1 Assignment. The Parties shall not without the prior written consent of the other, which consent will not be unreasonably withheld or delayed, assign, pledge or transfer any or all rights or obligations under this PPA, whether voluntarily or by operation of law. Any such assignment or transfer without such consent will be null and void. Notwithstanding the foregoing, (i) with reasonably prompt written notice, Seller may assign its rights and interests in this PPA for collateral purposes in connection with any equity or debt financing involving the System, Seller or Seller's Affiliates, and (ii) Seller may assign its rights and interest in this PPA to any Affiliate of Seller. Seller shall be entitled to file informational financing statements or fixture filings in such jurisdictions as it deems appropriate to establish public record of its rights in the System or in connection with the grant of a security interest in the System to any of its Lenders.

17.2 Cooperation with Financing.

a) Buyer acknowledges that Seller will be financing the development and acquisition of the System and Buyer agrees that it shall cooperate with Seller (at no out of pocket cost to Buyer) and its financing parties in connection with such financing of the System, including (i) the furnishing of such information, (ii) the giving of such certificates, and (iii) providing such consents and other documents as Seller and its financing parties may reasonably request.

b) In connection with any financing or refinancing of the System, Buyer shall negotiate in good faith with the Seller's financing parties, collateral assignees or mortgagees (collectively, "Lenders") to agree upon a consent to collateral assignment of this PPA that shall be in form and substance agreed to by both Parties and Lenders, which agreement will not be unreasonably withheld, and shall include among other terms and conditions the following provisions:

i. The Parties shall not amend or modify this PPA in any material respect without the prior written consent of the Lenders;

ii. Whenever Buyer is required to provide notice to Seller pursuant to the default provisions of Article IX, Buyer shall give concurrent written notice to any Lenders which Buyer has been provided written notice of;

iii. Lenders shall have the right, but not the obligation, to cure an Event of Default on behalf of Seller in accordance with the provisions of this PPA, provided that Lenders shall be provided an additional time period (as to be agreed to in a consent to collateral assignment) from the end of the cure periods provided in Section 9.1, to effect a cure of such Event of Default; and

iv. Lenders shall have the right, but not the obligation, to exercise their rights under the financing documents entered by Seller and to assign their interests in this PPA to a third party in connection with the exercise of such rights with reasonably prompt written notice to Buyer.

17.3 Notice of Lenders. Seller shall from time to time as required provide Buyer with written notice of any Lenders and provide contact information therefor for notice purposes. Upon receipt of such notice, Buyer shall recognize a particular entity as a Lender and will accord to such entity all the rights and privileges of a Lender hereunder.

17.4 Encumbrance of Buyer's Property. Neither Seller nor its Lenders shall take any action which may subject the Premises, Buyer's interest in the Leased Premises, or any real or personal property of Buyer to any lien, encumbrance, mortgage or deed of trust.

ARTICLE XVIII MISCELLANEOUS

18.1 Governing Law/Venue. This PPA will be governed by the laws of the State of Illinois without giving effect to principles of conflicts of laws. The Parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall, Illinois.

18.2 Entire Agreement; Amendments. Other than the Lease, this PPA (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Any amendment, modification or change to this PPA will be void unless in writing and signed by both Parties, subject to Section 17.2.

18.3 Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver.

18.4 Severability. If any part, term, or provision of this PPA is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this PPA, and shall not render this PPA unenforceable or invalid as a whole. Rather the part of this PPA that is found invalid or unenforceable will be amended, interpreted or replaced with a legal, enforceable, and valid provision to achieve as nearly as possible the same

objectives and economic effect as the original provision, within the limits of Applicable Law, and the remainder of this PPA will remain in full force.

18.5 No Third Party Beneficiaries. Nothing in this PPA will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind other than with respect to the Lenders to the extent provided herein or in any consent to assignment with the Lenders.

18.6 No Recourse to Affiliates. This PPA is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any Affiliate or Representative of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

18.7 Relationships of Parties. This PPA shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

18.8 Conflict of Interest. Both Parties affirm no Buyer's officer or elected official has a direct or indirect pecuniary interest in Seller or this PPA, or, if any Buyer's officer or elected official does have a direct or indirect pecuniary interest in Seller or this PPA, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

18.9 Attorneys' Fees. If any action brought in law or equity with respect to this PPA, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein. The prevailing Party shall be determined as the Party prevailing by seventy-five percent (75%) or more of damages or relief sought in any action brought pursuant to this PPA.

18.10 Counterparts. This PPA may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this PPA received by either Party by facsimile or in electronic format (e.g., "pdf" or "tif") is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile or such electronic format may also be treated by the Parties as a duplicate original.

18.11 Further Assurances. The Parties shall do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this PPA.

18.12 Non-Discrimination. Seller, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

18.13 Certification. Seller certifies that Seller, its parent companies, subsidiaries, and affiliates are not barred from entering into this PPA as a result of a violation of 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating). Seller further certifies by signing the contract documents that Seller, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Seller made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

18.14 Reserved.

18.15 Drug Free Workplace. Seller and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. (but only to the extent that this PPA calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by such Substance Abuse Prevention on Public Works Act) and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

18.16 Reserved.

18.17 Reserved.

18.18 Construction of Agreement; Headings. This PPA and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against all Parties to this PPA, it being expressly agreed that the parties hereto participated equally in the negotiation and preparation of this PPA or have had equal opportunity to do so. Accordingly, the parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the party who caused the uncertainty to exist. The headings in this PPA are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provisions herein.

18.19 Exhibits and Schedules. Any and all exhibits and schedules referenced herein and/or attached hereto are hereby incorporated into this PPA by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this ____ day of _____, 202__:

BUYER

Kendall County Forest Preserve

By: _____

Name: _____

Title: _____

SELLER

GRNE Solarfield 23, LLC, an Illinois limited liability company

By: _____

Name: Eric Peterman

Title: CEO

EXHIBIT A

DESCRIPTION OF PREMISES

See attached for a graphic depiction of the Premises.

Pavilion dimensions are 56' x 42'
Solar panel dimensions are 80" x 40"



EXHIBIT B

DETAILED DESCRIPTION OF THE SYSTEM

Panels: Talesun 400W or similar

Inverters: CPS String Inverters or similar

Racking: Ecolibrium racking for roof mount or similar.

EXHIBIT C

SCHEDULE OF DEFINITIONS

1. **Definitions.** The definitions provided below and elsewhere in this PPA will apply to the defined terms used in this PPA:

“Abandoned” means Seller has failed to perform its periodic on-site inspections of the System, has not otherwise physically accessed the Premises, has not performed its obligations under this PPA that may be performed without physically accessing the Premises and has otherwise acted with an intent that it will no longer perform its obligations under this PPA, including, without limitation, failing to respond to Buyer’s phone calls and emails.

“Adjusted Energy Output” shall have the meaning ascribed to such term in Section 7.3.

“Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“Applicable Law” means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

“Bankrupt” means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within 30 days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the Applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Bankruptcy Code” means the United States Bankruptcy Code.

“Building and Electrical Permits” means all permits, licenses, registrations and approvals required to install and construct the System on the Leased Premises whether required by any Applicable Law, utility, transmission or distribution provider or any other regulatory entity. The Interconnection Agreement is excluded from this definition.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date that construction and installation of the System is complete and the System connected to the electrical system of the Premises and the System is capable of delivering uninterrupted Energy Output; such date shall be determined at the sole discretion of the Seller.

“Confidential Information” means any non-public confidential or proprietary information of a Party or its Affiliates or any of its or their Representatives relating to this PPA or the System or any System Assets and revealed to the other Party or its Affiliates or any of its or their Representatives during the Term.

“Contract Year” shall mean any 12 month period beginning on the same day and month of the Commercial Operation Date.

“Costs” means any fees, expenses and/or obligations incurred by either Party in connection with this Agreement or breach thereof by the other Party.

“Default Termination Date” shall have the meaning ascribed to such term in Section 9.2.

“Effective Date” shall have the meaning ascribed to such term in the recitals.

“Energy” means electric energy (three-phase, 60-cycle alternating current, expressed in kilowatt-hours).

“Energy Payment Rate” shall be the price Buyer shall pay Seller for Total Delivered Energy under this PPA, as described in Exhibit D to this PPA hereby incorporated by reference and expressed in cents per kilowatt-hour.

“Energy Output” means the Energy generated by the System and measured in whole kilowatt-hours (kWh).

“Environmental Attributes” means any and all credits, certificates, benefits, emissions reductions, offsets, and allowances, howsoever entitled, administered by any governmental authority, utility, transmission and distribution provider (including regional interconnect, independent system operator or regional transmission operator) or any other similar entity, attributable to the generation from the System and its displacement of conventional energy generation including but not limited to Renewable Energy Credits as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by

trapping heat in the atmosphere; (3) any reporting rights to these avoided emissions including but not limited to Green Tag Reporting Rights; (4) any available associated electrical capacity rights. Environmental Attributes do not include: (i) any applicable Waste Water Reconciliation Credits related to the System; (ii) production or investment tax credits associated with the construction or operation of the energy projects, Treasury grants made pursuant to Section 1603 of the American Recovery and Reinvestment Act and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation; or (iii) emission reduction credits encumbered or used by the System for compliance with local, state, or federal operating and/or air quality permits.

“EPC Agreement” shall mean the contract between Seller and the contractor it selects to build the project describing the terms under which the project will be constructed.

“Event of Default” shall have the meaning ascribed to such term in Section 9.1

“Exercise Period” shall have the meaning ascribed to such term in Section 13.4.

“Federal Energy Regulatory Commission” shall mean the United States Federal Energy Regulatory Commission, or any successor agency.

“Force Majeure” means any event or circumstance that (i) is not within the reasonable control, or the result of the negligence, of the Claiming Party, and (ii) by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. This definition shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) acts of vandalism, (v) terrorist acts affecting the Premises, (vi) flood, ice storms, explosion, fire, lightning, or similarly cataclysmic occurrence, (vii) requirement by local electric utility that the System curtail or discontinue operation for any reason (excluding any breach of the Interconnection Agreement with such utility), (ix) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (x) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement. This definition shall not include economic hardship of either Party and shall not include: (i) equipment failure (except to the extent that such failure itself arises from Force Majeure), (ii) acts or omissions of Seller’s contractors or agents (except to the extent that such acts or omissions themselves arise from Force Majeure), (iii) changes in costs of services, materials, labor, (iv) Buyer’s economic ability to pay for or to use the Energy Output purchased hereunder, or (v) Seller’s ability to sell Energy Output at a price greater than the Energy Payment Rate under this PPA.

“Governmental and/or Utility Charges” means all federal, state and local taxes, governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by any governmental authority, utility, transmission and distribution provider (including regional interconnect, independent system operator or regional transmission operator) or any other regulatory entity in connection with or relating to the generation, delivery or sale of Energy Output. Despite anything in this Agreement to the contrary, Governmental and/or Utility Charges do not include taxes related to the System or Seller’s income generated under this Agreement.

“Indemnity Claims” shall have the meaning ascribed to such term in Section 12.1.

“Independent Appraiser” means an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the System. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three years before his appointment have been) a director, officer or an employee of, or directly or indirectly retained as consultant or adviser to, Buyer or Seller or any Affiliate of Seller or Buyer.

“Interconnection Agreement” means any agreement required for the interconnection of the System with the local electric utility and the resale of excess power to the local utility.

“Lease” shall have the meaning ascribed to such term in the recitals to this PPA.

“Leased Premises” shall have the meaning ascribed in the Lease.

“Lender” shall have the meaning ascribed to such term in Section 17.2(b).

“Metering Device” means the revenue-grade energy metering device installed and owned by Seller to measure Energy Output.

“Meter Malfunction Period” shall have the meaning ascribed to such term in Section 7.2(iv).

“Meter Malfunction Output” shall have the meaning ascribed to such term in Section 7.2(iv).

“Non-Defaulting Party” shall have the meaning ascribed to such term in Section 9.2.

“Notices” shall have the meaning ascribed to such term in Section 16.1.

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, or any other entity of whatever nature.

“PPA Dispute” shall have the meaning ascribed to such term in Section 15.1.

“Preliminary Determination” shall have the meaning ascribed to such term in Section 13.3(b).

“Premises” shall have the meaning ascribed to such term in the Lease.

“Project Documents” shall mean those documents required for the construction, financing and ownership of a solar photovoltaic system, including, but not limited to, power purchase agreements, EPC Agreements and property access documentation.

“Purchase Price Appraiser” shall have the meaning ascribed to such term in Section 13.3(a).

“Renewable Energy Credit” or “REC” has the meaning set forth in 20 ILCS 3855 and in the energy laws and regulations of the State of Illinois, the Illinois Commerce Commission, and/or the Illinois Power Agency (“IPA”).

“Representatives” shall have the meaning ascribed to such term in Section 14.1.

“Schedule of Definitions” shall have the meaning ascribed to such term in Section 1.1.

“System” means the solar electric generating facility owned by Seller and more particularly described in Exhibit B, but does not include the Premises, the Leased Premises, or any other real or personal property owned by Buyer.

“System Assets” means the each and all of the assets of which the System is comprised, including Seller’s solar energy panels, mounting systems, energy monitoring systems, inverters, monitoring systems, Metering Devices, disconnects, boxes, integrators and other related equipment installed on the Premises, electric lines required to connect such equipment to the Premises, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights required for the installation, construction, operation, and maintenance of the System.

“System Loss” means any loss of or damage to the System or System Assets or any part thereof that prevents the System from operating at full capacity, resulting from or arising out of any cause or occurrence including but not limited to theft, casualty, accident, condemnation or Force Majeure other than (i) Seller’s negligence or intentional misconduct, (ii) Seller’s breach of maintenance obligations under this PPA, or (iii) normal wear and tear of the System.

“System Purchase Price” shall have the meaning ascribed to such term in Section 13.2.

“Term” shall have the meaning ascribed to such term in Section 2.1.

“Termination Fee” shall have the meaning ascribed to such term in Section 9.4(b).

“Test Energy” shall mean all Energy Output produced before the Commercial Operation Date as measured at and delivered to the Metering Device, subject to Section 7.3.

“Total System Loss” means any total or complete loss, damage or destruction of the System or System Assets or any part thereof resulting from or arising out of any cause or occurrence including but not limited to theft, casualty, accident, condemnation or Force Majeure other than (i) Seller’s negligence or intentional misconduct, (ii) Seller’s breach of maintenance obligations under this PPA, or (iii) normal wear and tear of the System.

“Total Delivered Energy” shall mean all Energy Output produced on and after the Commercial Operation Date as measured at and delivered to the Metering Device, subject to Section 7.3.

“Transaction” means any transaction between the Parties under the terms of this PPA or the Lease or any other agreement, instrument, or undertaking between the Parties.

“USD” means United States Dollars.

EXHIBIT D - ENERGY PAYMENT RATE

1. Energy Payment Rates shall be as follows,

Pickerill Pavillion

Year	PPA Rate
1	\$0.0650
2	\$0.0650
3	\$0.0650
4	\$0.0650
5	\$0.0650
6	\$0.0650
7	\$0.0650
8	\$0.0650
9	\$0.0650
10	\$0.0650
11	\$0.0650
12	\$0.0650
13	\$0.0650
14	\$0.0650
15	\$0.0650
16	\$0.0650
17	\$0.0650
18	\$0.0650
19	\$0.0650
20	\$0.0650
21	\$0.0650
22	\$0.0650
23	\$0.0650
24	\$0.0650
25	\$0.0650

2. The Energy Payment Rates above were calculated based on the following assumptions:
 - a. IPA SREC Prices as of 09/01/2022
 - a. 0 kW AC to 25 kW AC = \$71.89
 - b. 30% Federal Investment Tax Credit is applicable for benefit of Seller
 - c. ComEd inverter rebate is applicable to the Seller in the amount of \$250/kW DC
 - d. Section 179 Depreciation value is applicable for benefit of Seller
 - e. Assumes a 0% PPA rate escalator

EXHIBIT E - EXPECTED ANNUAL PRODUCTION

(weather adjusted assuming 2.0% first year degradation and 0.8% annual degradation thereafter)

Year	Expected Production (kWh)
1	39,000
2	38,220
3	37,914
4	37,611
5	37,310
6	37,012
7	36,715
8	36,422
9	36,130
10	35,841
11	35,555
12	35,270
13	34,988
14	34,708
15	34,430
16	34,155
17	33,882
18	33,611
19	33,342
20	33,075
21	32,810
22	32,548
23	32,288
24	32,029
25	31,773
Total	876,640

Site Lease For Solar Installation

This SITE LEASE FOR SOLAR INSTALLATION (this "Lease"), dated as of November 15, 2022 (the "Effective Date") is by and between GRNE Solarfield 23, LLC, an Illinois limited liability company ("Lessee"), and Kendall County Forest Preserve ("Lessor"). Lessor and Lessee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Lessor is the owner of the sites located in Yorkville, Illinois, and more particularly described in Exhibit B (the "Premises");

WHEREAS, in connection with the foregoing, Lessee desires to lease a portion of the Premises as more particularly described in Exhibit C and other space needed to construct, install, operate and maintain a photovoltaic solar energy generation facility (the "System") from Lessor and Lessor is willing to grant such lease to Lessee;

WHEREAS, Lessee has entered or will enter into a Power Purchase Agreement (the "PPA"), pursuant to which Lessee will sell the Energy Output from the System, and the execution of which provides consideration for this Lease;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Leased Premises and Related Rights.

(a) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, in accordance with the terms and conditions hereinafter set forth, space at the Premises as shown on Exhibit C (the "Leased Premises") attached hereto, for the purposes set forth in this Lease and the PPA. Lessee's lease of the Leased Premises shall include reasonable access and use on a non-exclusive basis, said reasonableness to be determined in Lessor's sole discretion, in accordance with the terms and conditions in this Lease, to such additional areas within the Premises (including, without limitation, certain utility closets or outdoor appurtenances) necessary for interconnection of the System and System Assets (as defined below) with the utility (the "Other System Space"). In addition, Lessee and its invitees shall have the right to use, in common with Lessor and other tenants, those applicable areas within the Premises, including the entrances, roads, driveways, public and fire stairways, sidewalks, exterior ramps, parking facilities, loading docks and other similar areas which enable Lessee to obtain full use and enjoyment of the Leased Premises for the purposes described herein, including but not limited to any driveways, parking areas, field roads and other common spaces which provide access to the Leased Premises (the "Common Areas").

(b) Lessor hereby consents to the construction, installation, operation and maintenance of the System, including, without limitation, solar panels, mounting substrates or supports, wiring

and connections, power inverters, service equipment, metering equipment, security systems and utility interconnections subject to and in accordance with the terms and conditions set forth in this Lease.

(c) Lessor covenants that Lessee shall have peaceful and quiet enjoyment of the Leased Premises during the Term (as defined below) of this Lease. This Lease is intended to run with the Premises and shall survive any sale, assignment or transfer of the Premises or the Leased Premises by Lessor.

2. Term and Termination.

(a) Term. The term of this Lease shall commence on the Effective Date and on the 25th anniversary of the Commercial Operation Date of the System (the "Term"). Either Party may terminate this Lease if the PPA expires or is earlier terminated.

(b) Removal of System. Unless explicitly provided elsewhere in this Lease or the PPA, Lessee shall remove the System from the Premises within 180 days following the expiration or earlier termination of this Lease at Lessee's sole cost and expense. Lessor shall provide Lessee and its agents, employees, and consultants access at all reasonable times to the Premises and the System for purposes of such removal and Lessee shall repair any damage caused to Premises by the removal of the System at Lessee's sole cost and expense. If Lessor obtains ownership of the System pursuant to the terms of the PPA, this Lease shall terminate.

(c) Early termination by Lessee. Notwithstanding any provision contained herein to the contrary Lessee may terminate this Lease without penalty by providing thirty (30) days written notice to Lessor within 180 days of the Effective Date, if:

(i) Lessee is not able to obtain a title insurance policy issued by a nationally recognized title insurance provider in connection with its lease of the Leased Premises, which insures that Lessee's leasehold interest in the Leased Premises is recordable, provides marketable title, and is free and clear of all mortgages, liens, security interests, claims, Encumbrances (as defined below) and interests (except those in connection with which Landlord has delivered to Lessee prior to 180 days from the Effective Date an NDA as described in Section 8(d)); or

(ii) Lessee is not able to obtain (A) an interconnection agreement from the local utility in connection with the System, or (B) all Building and Electrical Permits required for the construction of the System after using commercially reasonable efforts to do so;

(iii) Lessee discovers unforeseen structural issues with the Leased Premises that prevent (or substantially increase the cost of) the installation of the System; or

(iv) Lessee receives a Phase I environmental study of the Leased Premises revealing the existence of any underground storage tank or any hazardous, toxic or

dangerous materials on, in or under the Premises in violation of any Applicable Law.

(d) Reserved.

(e) Effect of Termination. Effective upon the expiration or earlier termination of this Lease the Parties will no longer be bound by its terms and conditions and shall be released and discharged from any obligations or liabilities arising or accruing thereunder from and after the date of such termination, except, i) to the extent necessary to enforce any rights and obligations of the Parties arising under this Lease prior to termination, and, ii) that the obligations of the Parties under this Lease with respect to claims for indemnification based upon events or circumstances occurring or arising on or before the termination of this Lease shall survive for a period of six (6) years following any termination of this Lease.

3. Payments. Contemporaneously with the execution of this Lease the Parties have made and entered into the PPA. The Parties agree and acknowledge that the consideration for this Lease shall be the mutual covenants and obligations of the Parties as set forth herein and as set forth in the PPA. No additional cash rent shall be due from Lessee during the term of this Lease.

4. Lessee's Work. Lessee shall, at its sole expense, construct, install and operate or cause to be constructed, installed and operated the System at the Leased Premises, in a good and workmanlike manner, with reasonable diligence, and consistent with all applicable building codes and permits.

5. Access to Premises.

a) During System operating hours and at other times as reasonably required, Lessor shall provide Lessee and its employees, agents, consultants, contractors and sub-contractors and local utility personnel access to the Leased Premises, Other System Space and all System Assets and any areas required to interconnect the System with the Premises' electrical system and any documents, materials and records and accounts relating to the System for purposes of installation, construction, operation, inspection, maintenance and removal of the System under this Lease, including but not limited to any Common Areas. Lessor shall not withhold such access unreasonably.

b) Notwithstanding any other provisions of this Lease, Lessee and its employees, agents, consultants, contractors and sub-contractors and local utility personnel may enter and access the Leased Premises or outside portions of the Other System Space without prior notice, consent or accompaniment of the Lessor in any situation related to the System where there is an imminent risk of (i) death or bodily harm to any person, or (ii) substantial damage to either the System or the Premises (an "Emergency"). Upon learning of an Emergency, either Party shall immediately notify the other.

6. System and Output Ownership.

(a) Lessee's Rights and Responsibilities. Lessee shall at all times retain title to and be the legal and beneficial owner of the System and all System Assets and in no event shall anyone claiming by, through or under Lessor (including but not limited to any present or future mortgagee of the Premises) have any rights in or to the System at any time. All System Assets shall remain the personal property of Lessee and shall not become fixtures notwithstanding the manner in which the System is or may be attached, physically mounted or adhered to any structures, buildings, fixtures or other real property of Lessor, and Lessor shall have no right, title or interest in any System or any System Assets.

(i) Lessee may grant or cause to be granted to its Lender(s) a security interest in the System and Lessor expressly subordinates any rights it may have in the System, at any time and from time to time whether pursuant to this Lease, at law or in equity or otherwise. Lessee may file one or more informational financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to the System in order to establish public record of its rights in the System or in connection with the grant of a security interest in the System to any of its Lenders, including but not limited to a memorandum of lease.

(b) Lessor's Rights and Responsibilities. Lessor shall at all times retain title to and be the legal and beneficial owner of the Premises and in no event shall anyone claiming by, through or under Lessee have any rights in or to the Premises or any improvements thereon (other than the System and all System Assets or pursuant to Lessee's rights in the Leased Premises under this Lease) at any time. Neither Lessee nor its Lenders(s) shall take any action which may subject the Premises, Lessor's interest in the Leased Premises, or any real or personal property of Lessor to any lien, encumbrance, mortgage, or deed of trust.

(i) Lessor may grant or cause to be granted to its lender(s) a security interest in the Premises and improvements thereon (other than the System and all System Assets or pursuant to Lessee's rights in the Leased Premises under this Lease) and Lessee expressly disclaims and waives any rights it may have in the Premises and improvements thereon (other than the System and all System Assets or pursuant to Lessee's rights in the Leased Premises under this Lease) at any time whether pursuant to this Lease, at law or in equity.

(c) Notwithstanding the System's presence on the Premises, (i) Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any Encumbrance on or with respect to the System or any interest therein. Lessor also shall pay promptly before a fine or penalty may attach to the System any taxes, charges or fees of whatever type of any relevant governmental authority for which Lessor is responsible and (ii) Lessee shall not directly or indirectly cause, create, incur, assume or suffer to exist any Encumbrance on or with respect to the Premises or improvements thereon (other than the System) or any interest therein. Lessee also shall pay when due before a fine or penalty may attach to the Premises or any improvements thereon (including the System or pursuant to Lessee's rights under this Lease) any taxes, charges or fees of whatever type of any relevant governmental authority for which Lessee or its contractors are responsible. If a Party breaches its obligations under this Section 6(c), it shall immediately notify the other Party in writing, shall cause such liens to be satisfied, discharged and released of

record (by bonding over or otherwise) within ten (10) days after it receives knowledge of such lien without cost to the other Party, and, to the extent permitted by law, shall indemnify the other Party against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in connection therewith. If a Party fails to satisfy, discharge and release a lien as required by this Section 6(c), the other Party may do so at the sole cost and expense of the responsible Party.

7. **Maintenance; Repair.** Lessee at Lessee's sole expense shall maintain the System and the Leased Premises in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties and guarantees and manufacturers' instructions and specifications, all Applicable Laws and applicable standards, and the terms of this Lease. All such maintenance performed by Lessee shall be done in a good and workmanlike manner pursuant to all Building and Electrical Permits. Lessor may, at its option and expense, install security lighting on the Leased Premises, provided that (a) the location of such lighting shall be mutually agreed upon in writing by Lessor and Lessee, (b) the installation, operation, maintenance and existence of such lighting shall not interfere with Lessee's installation of the System or the generation of energy from the System, (c) Lessor shall maintain such lighting in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties and guarantees and manufacturers' instructions and specifications, all Applicable Laws and applicable standards, and the terms of this Lease and (d) Lessor shall repair any damage caused to the System or the Leased Premises by the installation, maintenance and existence of such lighting at Lessor's sole cost and expense.

8. **Representations and Warranties, Covenants of Lessor.** Lessor represents and warrants that:

a) **Authorization.** Lessor (i) has been duly authorized to enter into this Lease by all necessary action and (ii) by entering this Lease will not be in default under any agreement to which it is a party (including any financing, security or leasing arrangement with respect to the Premises) or any valid order of any court, or regulatory agency or other body having authority to which Lessee is subject.

b) **Lessor's Title to Premises.** Lessor has lawful title to the Premises, including the Leased Premises, and, upon keeping and performing each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Lessee to be kept and performed, Lessee shall have quiet and peaceful possession and quiet enjoyment of the Leased Premises free from any claim of any Person of superior title thereto throughout the term of this Lease. Lessor shall not sell or otherwise transfer the Premises, unless Lessor shall have given Lessee at least fifteen (15) Business Days prior written notice thereof identifying the transferee, the Premises to be so transferred and the proposed date of transfer. In event of a sale or transfer by Lessor of the Premises, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, express or implied, contained in this Lease in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this Lease, provided that Lessor shall cause any such successor in interest to execute and deliver to Lessee a document pursuant to which such successor in interest shall assume all of Lessor's rights and obligations under this Lease. This Lease shall not be affected by any such sale or transfer.

c) No Interference With and Protection of System. Lessor shall not conduct activities on or about the Premises, including the Leased Premises, which have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

i) Lessor shall not attempt to modify, repair, replace, or otherwise interfere with the System or any System Assets (and shall not authorize any third party to do so).

d) Non-Disturbance Agreement. This Lease is subject and subordinate in all respects to any underlying leases, ground leases, licenses or agreements, and to all mortgages which may now or hereafter be placed on or affect such leases, licenses or agreements or the land or the Premises and also to all renewals, modifications, consolidations and extensions of such underlying leases, ground lease, licenses, agreements, and mortgages. Lessor shall obtain a non-disturbance agreement (“NDA”) from any third party who holds an interest in, or Encumbrance on, the Premises including without limitation, any lenders to Lessor or transferees or mortgagees of the Premises, which NDA shall (a) acknowledge and consent to the Lessee’s rights in the Leased Premises, (b) acknowledge that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties’ performance or breach of this Lease and (c) subordinates any lien the third party may have in and to the System that is or may from time to time hereafter be located at the Leased Premises. In addition, prior to granting any future interest in, or Encumbrance on, the Premises, Lessor shall obtain an NDA from the grantee.

e) Insolation. Lessor acknowledges and agrees that access to sunlight (“Insolation”) is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any interference with Insolation at the Leased Premises, including, without limitation, due to the installation, maintenance or existence of plants. Without limiting the foregoing, Lessor shall not do any of the following if doing so would in Lessee’s reasonable determination adversely affect the Insolation levels at the Premises: i) construct or permit to be constructed any structure on the Premises, ii) emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments. If Lessor becomes aware of any potential development or other activity on nearby properties that could adversely affect the Insolation to the Leased Premises, Lessor shall promptly provide Lessee with notice of such information and reasonably cooperate (at no cost to Lessor) with Lessee’s measures to preserve existing levels of Insolation at the Leased Premises. Notwithstanding any other provision of this Lease, the Parties agree that (i) Lessee shall be irreparably harmed by a breach of the provisions of this Section 8(e), (ii) an award of damages shall be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 8(e).

f) Interconnection Access. Lessor shall grant or reasonably assist Lessee in securing any easements or other property access rights reasonably required by the local utility or other governing authority to interconnect the System to the local utility grid.

g) Hazardous Materials. To the best of Lessor’s knowledge, there are no substances, chemicals or wastes, identified as hazardous, toxic or dangerous materials in any Applicable Law,

present on, in or under the Leased Premises in violation of any Applicable Law. Lessor shall not introduce or use any hazardous, toxic or dangerous materials on, in or under the Leased Premises in violation of any Applicable Law. If Lessor becomes aware of any such hazardous, toxic or dangerous materials, Lessor shall promptly notify Lessee of the type and location of such materials in writing.

9. Representations and Warranties, Covenants of Lessee. Lessee represents and warrants that:

(a) Authorization; Enforceability. Lessee (i) has been duly authorized to enter into this Lease by all necessary action and (ii) by entering this Lease will not be in default under any agreement to which it is a party or any valid order of any court, or regulatory agency or other body having authority to which Lessee is subject.

(b) Hazardous Materials. Lessee shall not introduce or use any hazardous, toxic or dangerous materials on, in or under the Premises in violation of any Applicable Law. If Lessee becomes aware of any such hazardous, toxic or dangerous materials, Lessee shall promptly notify Lessor of the type and location of such materials in writing. Lessee agrees to assume full responsibility for (and protect, indemnify and defend Lessor against) any liability or cleanup obligations for any contamination or pollution or breach of environmental laws related to the use of any hazardous, toxic or dangerous materials on, in or under the Premises that are directly attributable to the actions of Lessee.

(c) Damage Due to System. Lessee shall pay any costs incurred by Lessor to repair damage to the Premises or Leased Premises that are directly and solely attributable to the installation, operation or removal of the System, provided that prior to the repair of any such damage, (i) Lessor provides Lessee (and its employees, agents and contractors) the opportunity to inspect such damage, and (ii) review in advance of its execution any contract to repair it. Notwithstanding the foregoing to the contrary, Lessee shall not be liable for any costs incurred by Lessor to repair damage to any plants even if caused by Lessee (or its employees, agents or contractors).

10. Insurance.

(a) At all times commencing on the date Lessee or its contractors start construction of the System, Lessee shall carry and maintain, at its sole cost and expense, the following insurance coverages:

(i) commercial general liability insurance with a broad form endorsement, or then comparable equivalent ISO forms and coverage, applicable to the Premises and its appurtenances including, without limitation, the common areas, providing, on an occurrence basis, a minimum combined single limit of One Million Dollars (\$1,000,000.00), including but not limited to, coverages for bodily injury, property damage, and contractual liability, and coverages for any and all injury resulting from any act or omission on the part of Lessee or Lessee's contractor's, licensees, agents, visitors or employees, on or about the Premises including such claims arising

out of the construction of improvements on the Premises, with no deductible in excess of Ten Thousand Dollars (\$10,000.00);

(ii) workers compensation insurance covering all persons employed in connection with the construction of any improvements by Lessee and the operation of its business upon the Premises in accordance with Applicable Laws; and

(iii) special form (or its then-comparable equivalent ISO form) property insurance written at replacement cost value and with an agreed amount endorsement sufficient to avoid coinsurance covering the System and all of Lessee's property at the Premises and Alterations installed in the Premises. No deductible shall be in excess of Ten Thousand Dollars (\$10,000.00). This insurance policy shall also insure direct or indirect loss of Lessee's earnings attributable to Lessee's inability to use fully or obtain access to the Premises. Lessee shall use commercially reasonable efforts to cause this insurance policy to provide that it will not be cancelled or materially changed unless at least 30 days' notice thereof has been provided to Lessor.

(b) By requiring insurance herein, neither Party represents that coverage limits will necessarily be adequate to protect the other and such coverage and limits shall not be deemed as a limitation on either Party's liability under the indemnities granted in this Lease.

(c) Either Party shall give prompt notice to the other in case of fire or other casualty or accidents in the Premises, or of defects therein or in the figures or equipment.

11. Taxes. The Parties agree that the System is the personal property of the Lessee and not a fixture to the Leased Premises, and Lessee shall pay all personal property taxes levied on the System, but Lessee shall not be responsible for any real estate taxes or assessments with respect to the Leased Premises. If real estate taxes or assessments are ever assessed with respect to the Leased Premises, then Lessor shall be responsible for payment thereof.

12. Liability and Indemnity.

(a) Lessee shall indemnify, hold harmless and defend with counsel of Lessor's own choosing, Lessor, its officials, officers, employees, including its past, present, and future board members, elected officials and agents (collectively, the "Indemnified Parties") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, actual out-of-pocket expenses, judgment, or other liabilities including actual out-of-pocket costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature (except as set forth in Section 12(d) below) to the extent arising from any breach of any covenant in this Lease or the PPA and any breach by Lessee of any representations or warranties made within this Lease or the PPA (collectively, the "Claims"), except to the extent such Claims result from the gross negligence or willful misconduct of any Indemnified Party.

(b) Nothing contained herein shall be construed as prohibiting Lessor, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought

against them. Lessor's participation in its defense shall not remove Lessee's duty to indemnify, defend, and hold Lessor harmless, as set forth above.

(c) Reserved.

(d) Notwithstanding any provision in this Lease to the contrary, neither Lessee nor Lessor shall be liable to the other for damages arising out of this Lease which are not reasonably foreseeable at the time this Lease is executed. The foregoing provision shall not prohibit either Party from seeking and obtaining recovery of i) third party damages for which it is entitled to indemnification hereunder, or ii) general contract damages for a breach of this Lease.

13. Casualty or Condemnation. In the event the Premises or the Leased Premises shall be so damaged or destroyed so as to make the use of the Leased Premises impractical as reasonably determined by Lessee, then Lessee may at any time provide notice to the other that fifteen (15) Business Days following the delivery of such notice this Lease shall effectively terminate subject to Sections 2(b) and 2(e). If Lessee does not elect to terminate this Lease pursuant to the previous sentence, Lessee shall exercise commercially reasonable efforts to repair and restore the Leased Premises and the System to its condition prior to such damage or destruction to the extent required by the PPA.

14. Assignment.

a) Lessee's Assignment. Lessee shall not assign or pledge this Lease or sublet the whole or any part of the Leased Premises, whether voluntarily or by operation of law, or permit the use or occupancy of the Leased Premises by anyone other than Lessee, and shall not make, suffer or permit any such assignment, subleasing or occupancy, without the prior written consent of Lessor, which restrictions shall be binding upon any and all assignees of this Lease and subtenants of the Premises. Notwithstanding the foregoing, Lessee, upon prior written notice to Lessor, may in its sole discretion assign any of its rights, duties or obligations under this Lease (i) to one or more of its Affiliates (as defined below), or (ii) to one or more third parties for collateral purposes in connection with any debt or equity financing involving the System, Lessee or Lessee's Affiliates.

b) Assignment to Lessee's Lender. With respect to an assignment pursuant to clause a)(ii) above, Lessor acknowledges and agrees that, upon receipt of written direction by any Lender of Lessee, Lessor will recognize Lender or any third party to whom Lender has reassigned the rights of Lessee under this Lease, as the proper and lawful Lessee of the Premises and as the proper and lawful successor to this Lease. Lessor shall be protected and shall incur no liability in acting in good faith upon any such written direction by Lender which Lessor shall in good faith believe (i) to be genuine and (ii) a copy of which to have been delivered to Lessee. Lessor shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

c) Lessee's Assignees. Any assignee from Lessee shall agree to and shall assume in writing the obligations of the Lessee under this Lease and shall be bound by the terms of this Lease.

15. Provisions Benefiting Lender.

a) In connection with any financing or refinancing of the System, Lessor shall negotiate in good faith with the Lessee's financing parties, collateral assignees or mortgagees (collectively "Lenders") to agree upon a consent to collateral assignment of this Lease that shall be in form and substance agreed to by both Parties and Lenders, which agreement will not be unreasonably withheld, and shall include among other terms and conditions the following provisions.

i. The Parties shall not amend or modify this Lease in any material respect without the prior written consent of the Lenders;

ii. Whenever Lessor is required to provide notice to Lessee pursuant to the default provisions of Section 16, Lessor shall give concurrent written notice to any Lenders which Lessor has been provided written notice of;

iii. Lenders shall have the right, but not the obligation, to cure an Event of Default on behalf of Lessee in accordance with the provisions of this Lease, provided that Lenders shall be provided an additional time period (as to be agreed to in a consent to collateral assignment) from the end of the cure periods provided in Section 16, to effect a cure of such Event of Default; and

b) Lessee shall from time to time as required provide Lessor with written notice of any Lenders and provide contact information therefor for notice purposes. Upon receipt of such notice, Lessor shall recognize a particular entity as a Lender and will accord to such entity all the rights and privileges of a Lender hereunder.

c) Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Lessee, Lessor shall deliver a duplicate copy of any applicable notice of an Event of Default (a "Notice of Default") to each Lender concurrently with delivery of such notice to Lessee, specifying in detail the alleged Event of Default and the required remedy, provided Lessor was given written notice of such Lender as provided hereunder.

d) Liability. Except as may otherwise be provided in a consent to collateral assignment as contemplated in this Section 15, a Lender that does not directly hold an interest in this Lease, or that holds a Lender's Lien, shall have no obligations under this Lease prior to the time that such Lender succeeds to absolute title to such interest or after the time that such Lender no longer has ownership of such interest.

e) Subordination of Lien. Subject to the terms and conditions hereof, Lessor hereby subordinates any lien or security interest (or claim arising therefrom) it may have in and to any System Assets to any lien or security interest (or claim arising therefrom) of any Lender in such System Assets; provided, however, that this subordination shall not prevent Lessor from exercising any right or remedy against Lessee to which Lessor may be entitled under this Lease or as may be provided by Applicable Law; nor shall it prevent Lessor from realizing upon any lien it may have on any System Assets, so long as Lessor recognizes Lender's prior right as described above.

Lessor further agrees to notify any purchaser of the Premises, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing subordination of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lender. Lessor shall execute a subordination, non-disturbance and attornment agreement with Lenders in a commercially reasonable form.

16. Defaults and Remedies.

a) Default. An "Event of Default" shall occur if a Party (the "Defaulting Party") fails to perform any obligation or covenant hereunder and such failure is not cured within thirty (30) days for any monetary obligation or within sixty (60) days for any non-monetary obligation after receiving written notice from the other Party (the "Non-Defaulting Party"); provided, however, that if the nature or extent of the obligation or obligations or cure is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within ten (10) days following receipt of such notice and thereafter continues to pursue the same through to completion with commercially reasonable diligence. An Event of Default by Seller under the PPA shall be an Event of Default with respect to Lessee, and an Event of Default by Buyer under the PPA shall be an Event of Default with respect to Lessor.

b) Remedies. During any period where an Event of Default has occurred and is outstanding, the Non-Defaulting Party shall be entitled to: (i) by written notice to the Defaulting Party, designate a date not earlier than ten (10) Business Days and not later than thirty (30) Business Days after the date such notice is delivered as an early termination date with respect to this Lease (the "Default Termination Date") and this Lease shall terminate at midnight Eastern Standard time on the Default Termination Date; and (ii) exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative.

i. In the event that the Non-Defaulting Party terminates this Lease pursuant to this Section, the Defaulting Party shall pay all costs and expenses associated with the removal of the System from the Premises.

c) Performance Excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Lease and such Party (the "Claiming Party") gives written notice containing details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). Notwithstanding the above, any Party affected by a Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and to resume performing its obligations as soon as reasonably possible; provided however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

17. Notices. Any notice required by or provided for in this Lease shall be made to the addresses and persons set forth below. All notices shall be delivered by hand delivery, or confirmed

receipt delivery via US Postal Service or commercial carrier. Notice will be deemed to have been received when delivered. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

If to Lessor:

Kendall County Forest Preserve
Dave Guritz, Director Kendall County Forest Preserve
dguritz@co.kendall.il.us

If to Lessee:

Mr. Eric Peterman
c/o GRNE Solar
230 N Hicks Place,
Palatine, IL 60067
E-Mail: Eric@GRNESolar.com

With copy to:

Katten Muchin Rosenman LLP
525 W. Monroe St.
Chicago, Illinois 60661
Attn: Jason Gorczynski
E-Mail: jason.gorczynski@katten.com

18. Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver, and such waiver shall not be deemed to be a waiver of any subsequent breach of the same, or any other term, condition, or provision contained herein.

19. No Third Party Beneficiaries. This Lease is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto, other than the Indemnified Parties and any secured parties, including the Lenders.

20. Headings. The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

21. Choice of Law. This Lease shall be construed in accordance with the laws of the State of Illinois without regard to its conflict of laws principles. The Parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois.

22. **Binding Effect.** This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties, together with their respective successors and permitted assigns.

23. **Counterparts.** This Lease may be executed in counterparts, which shall together constitute one and the same agreement. A signature on a copy of this Lease received by either Party by facsimile or in electronic format (e.g., "pdf" or "tif") is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile or such electronic format may also be treated by the Parties as a duplicate original.

24. **Entire Lease; Amendments.** This Lease, together with the consideration provided by the PPA, represents the full and complete agreement between the Parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said parties with respect to said subject matter. Lease may be amended only in writing signed by Lessee and Lessor or their respective successors in interest.

25. **Further Assurances.** Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section. At the request of Lessee, Lessor agrees to execute and deliver in recordable form a copy of this Lease (or a memorandum of this Lease in a form mutually agreeable to both Parties) for recording in the title records of the county where the Premises are located or other applicable government office.

26. **Estoppel.** Either Party shall, without charge, within five (5) Business Days after receipt of a written request by the other Party deliver a written instrument, duly executed, certifying to the requesting Party, or any other Person specified by the requesting Party:

a) That this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

b) Whether or not to the knowledge of any such Party there are then existing any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such Party the other Party has performed all of the terms, covenants and conditions on its part to be performed, and if not, specifying the same; and

c) Such other information as may be reasonably requested by a Party.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

27. **Conflict of Interest.** Both Parties affirm no Buyer's officer or elected official has a direct or indirect pecuniary interest in Lessee or this Lease, or, if any Buyer's officer or elected

official does have a direct or indirect pecuniary interest in Lessee or this Lease, that interest, and the procedure followed to effectuate this Lease has and will comply with 50 ILCS 105/3.

28. Attorneys' Fees. If any action brought in law or equity with respect to this Lease, arbitration, judicial reference or other proceeding is instituted between the Parties in connection with this Lease, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein. The prevailing Party shall be determined based upon an assessment of which Party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other Party's major arguments or positions on major disputed issues as the Party prevailing by seventy-five percent (75%) or more of damages or relief sought in any action brought pursuant to this Lease.

29. Non-Discrimination. Lessee, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

30. Certification. Lessee certifies that Lessee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Lease as a result of a violation of 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating). Lessee further certifies by signing the Lease that Lessee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Lessee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

31. Reserved.

32. Reserved.

33. Reserved.

34. Material Safety Data Sheets. When applicable, Lessee shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq. and 820 ILCS 225/0.1 et seq.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LESSOR

Kendall County Forest Preserve

By: _____
Name: _____
Title: _____

LESSEE

GRNE Solarfield 23, LLC, an Illinois limited liability company

By: _____
Name: Eric Peterman
Title: CEO

EXHIBIT A

SCHEDULE OF DEFINITIONS

Definitions. The definitions provided below and elsewhere in this Lease will apply to the defined terms used in this Lease.

“Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“Applicable Law” means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

“Building and Electrical Permits” means all permits, licenses, registrations and approvals required to install and construct the System on the Leased Premises whether required by any Applicable Law, utility, transmission or distribution provider or any other regulatory entity. The Interconnection Agreement is excluded from this definition.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date that construction and installation of the System is complete and the System connected to the electrical system of the Premises and the System is capable of delivering uninterrupted energy output; such date shall be determined at the sole discretion of the Lessee.

“Default Termination Date” shall have the meaning ascribed to it in Section 16(b).

“Defaulting Party” shall have the meaning ascribed to it in Section 16(a).

“Emergency” shall have the meaning ascribed to it in Section 5(d).

“Encumbrance” means any mortgage, pledge, lien (including mechanics’, labor or materialman’s lien), charge, security interest, or other encumbrance or claim.

“Event of Default” shall have the meaning ascribed to it in Section 16(a).

“Force Majeure” means any event or circumstance that (i) is not within the reasonable control, or the result of the negligence, of the Claiming Party, and (ii) by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. This definition shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) acts of vandalism, (v) terrorist acts affecting the Premises, (vi) flood, ice storms, explosion, fire, lightning, or similarly cataclysmic occurrence, (vii) requirement by local electric

utility that the System curtail or discontinue operation for any reason (excluding any breach of the Interconnection Agreement with such utility), (viii) pandemics and epidemics, (ix) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (x) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement. This definition shall not include economic hardship of either Party and shall not include: (i) equipment failure (except to the extent that such failure itself arises from Force Majeure), (ii) acts or omissions of Lessee's contractors or agents (except to the extent that such acts or omissions themselves arise from Force Majeure), or (iii) changes in costs of services, materials, labor.

"Indemnified Parties" shall have the meaning ascribed to it in Section 12(a).

"Insolation" shall have the meaning ascribed to it in Section 8(e).

"Interconnection Agreement" means any agreement required for the interconnection of the System with the local electric utility and the resale of excess power to the local utility.

"Leased Premises" shall have the meaning ascribed to it in Section 1(a).

"Lender" shall have the meaning ascribed to it in Section 15(a).

"NDA" shall have the meaning ascribed to it in Section 8(d).

"Non-Defaulting Party" shall have the meaning ascribed to it in Section 16(a).

"Notice of Default" shall have the meaning ascribed to it in Section 15(c).

"Other System Space" shall have the meaning ascribed to it in Section 1(a).

"PPA" shall have the meaning ascribed to it in the recitations section of this Lease.

"Premises" shall have the meaning ascribed to it in the recitations section of this Lease.

"System" shall have the meaning ascribed to it in the recitations section of this Lease.

"System Assets" means the each and all of the assets of which the System is comprised, including Lessee's solar energy panels, mounting systems, energy monitoring systems, inverters, monitoring systems, metering devices, disconnects, boxes, integrators and other related equipment installed on the Premises, electric lines required to connect such equipment to the Premises, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights required for the installation, construction, operation, and maintenance of the System.

"Term" shall have the meaning ascribed to it in Section 2(a).

EXHIBIT B

DESCRIPTION OF PREMISES

The "Premises" shall mean the real property and buildings thereon located at:

[INSERT LEGAL DESCRIPTION]

EXHIBIT C

DESCRIPTION OF LEASED PREMISES

“Leased Premises” are located at [_____] and consist of:

[INSERT LEGAL DESCRIPTION]

And depicted graphically as follows. Any conflict between the legal description above and the graphic depiction below shall be resolved in favor of the written legal description.

[INSERT GRAPHIC DEPICTION]

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

MILWAUKEE, WISCONSIN

26575 W. COMMERCE DRIVE, SUITE 601

VOLO, ILLINOIS 60073

PHONE (847) 740-0888

FAX (847) 740-2888

CHICAGO, ILLINOIS

September 30, 2022

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

Proposal No.: 22-0380

Re: Proposal for Engineering and Ecologic Consulting Services for Little Rock Creek Forest Preserve Dam Removal – Concept Design Services
Kendall County, Illinois

Dear Mr. Guritz:

We understand that there is an existing breached low-head dam on Little Rock Creek on the Little Rock Creek Forest Preserve that the Kendall County Forest Preserve District (KCFPD) wishes to remove and restore the creek in the general vicinity. We offer the following scope of services to provide concept plan development services and assistance in pursuit of grant funding for the project.

Task 1: Dam Removal and Riparian Restoration Concept Plan

We will complete the following tasks in preparation of a concept plan and supporting information:

1. Perform a field reconnaissance of the project area to ascertain site specific conditions.
2. Prepare a draft concept plan for dam removal and corridor restoration of the upstream riparian corridors and the areas surrounding the dam for KCFPD review.
3. Attend a virtual discussion to review the draft concept plan with staff and make edits, as necessary.
4. Prepare a final concept plan, including concept level details, for use in consensus building and pursuit of grant funding.
5. Prepare a concept level opinion of probably cost.
6. Prepare a concept design memorandum outlining key design features and approach, including potential access and equipment limitations, and a summary of likely regulatory needs including timeline and fees.
7. Attend a meeting to present the concept plan and discussion to staff.

We will complete this task for a lump sum fee of \$9,500.

Task 2: Grant Application Assistance

We will assist the LCFPD with pursuit of project grant funding through sources such as the IEPA Section 319 program. This may include preparation of forms and applications, additional exhibits, narrative information and other information and data necessary.

We will complete this task on a time and materials basis for a fee not to exceed \$4,500, assuming submittal for up to two grant opportunities.

Task 3: Site Master Planning Assistance

We understand that an existing master plan for the site has been prepared but this project and other trail funding opportunities may require updates to that plan for pursuit of funding. We will assist in master plan updates on an as requested basis.

We will complete this task on a time and materials basis for a fee not to exceed \$5,000, assuming submittal for up to two grant opportunities.

FEE SUMMARY

TASKS	FEE
Task 1	\$9,500 LS
Task 2	\$4,500 T&M
Task 3	\$5,000 T&M
TOTAL	\$20,000

Reimbursable expenses are included in the lump sum fees noted above and include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Any additional meetings or supplemental work would be in addition to the above amount or by separate proposal. Our Standard Terms and Conditions are attached.

Kendall County Forest Preserve District
22-0380
September 30, 2022
Page 3

If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Dave Kraft at our Volo office.

Hey and Associates, Inc.

Kendall County Forest Preserve District

Attest

Attest

Date

Date

Compensation

Profession

Engineering

Senior Principal Civil Engineer \$210

Principal Civil Engineer \$185

Senior Civil Engineer \$170

Civil Engineer I to V \$115-155

Water Resources Specialist I to V \$110-150

Engineering Technician I to V \$110-150

Lake and Survey Services Manager \$150

Ecological Services

Senior Principal Ecologist \$200

Senior Project Scientist \$165

Environmental Services Manager \$145

Environmental Scientist I to V \$95-135

Environmental Intern \$45

Landscape Architecture

Senior Landscape Architect \$170

Landscape Architect I to V \$105-145

Landscape Designer \$100

Erosion Control

Senior Erosion and Sediment Control Specialist \$165

Erosion and Sediment Control Specialist \$95

Subsurface Drainage Services

Subsurface Drainage Services Manager \$120

Design Support

CAD Technician \$100

GIS Specialist \$100

Administration

Senior Administrator \$110

Accounting/Marketing Administrator \$75

Administrative Assistant \$70

Expert Testimony

Rates to be determined on per-project basis

Reimbursable Expense

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$.65/mile
Copies	\$.20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$.90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station/GPS Equipment	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

Insurance

Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	Limits of Liability
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

Billing

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2022 through December 31, 2022.

Limitation of Costs

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

Client's Responsibilities

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

Cost Opinions

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

Standard of Care

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

Means & Methods

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

Mutual Indemnification

Subject to the foregoing provisions, Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of Hey or anyone for whom Hey is legally responsible, subject to any limitations of liability contained in this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally liable.

Copyright Indemnification

To the fullest extent permitted by law, Client shall indemnify and hold harmless Hey from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by Hey in defense of any such claims) resulting from any claims brought against Hey alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from Hey's use of, or reliance on, the design, plans and specifications provided by the Client for the Project. This provision shall survive the completion of the services provided under this Agreement.

Consequential Damages

To the fullest extent permitted by law, Client and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Termination

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

Dispute Resolution

Client and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.

David Guritz

From: Kannel, Joseph E <Joseph.Kannel@illinois.gov>
Sent: Friday, September 23, 2022 9:39 AM
To: Judy Gilmour
Cc: David Guritz
Subject: [External]Shared Use Path - IL 47 South of IL 71 Contract 66825
Attachments: 2074 map.doc

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Judy,

Fran Klaas recommended that I contact you regarding a project I am working on. The project is on IL 47 from Caton Road to IL 71 in Yorkville. The project involves the reconstruction of IL 47 to provide two lanes of traffic in each direction. The project also involves the reconstruction of the intersection of IL 47 and IL 71. The Department has been coordinating with the Village of Yorkville in regards to bicycle accommodations on the project within the City limits. I am contacting you as President of the Kendall County Forest Preserve District (KCFPD) to see if the KCFPD would be willing to maintain a shared use path (proposed 10' wide) outside the City Limits to about 1,400 feet south of Ament Road where our curb and gutter section on the project ends. The Department would pay for the initial installation of the path. I understand that on the previous project on IL 71 between IL 126 and Orchard Road, and the KCFPD entered into agreements with Yorkville and Oswego to provide maintenance activities for the path on that project.

If you could provide some quick thoughts I'd appreciate it. We are trying to move forward with some design revisions with our consultant and the scope of the shared use path is a critical part. If the KCFPD is not interested in a path, we plan to provide additional shoulder width in that section.

If you need more information or have any questions, please let me know.

Joe

Joe Kannel, P.E.

Studies & Plans Project Engineer
Illinois Department of Transportation
Region 2, District 3

Phone: 815-434-8454

Email: Joseph.Kannel@illinois.gov

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

Project Location Map

FAP 326 (IL 47)

Section (109, 110)R

Kendall County

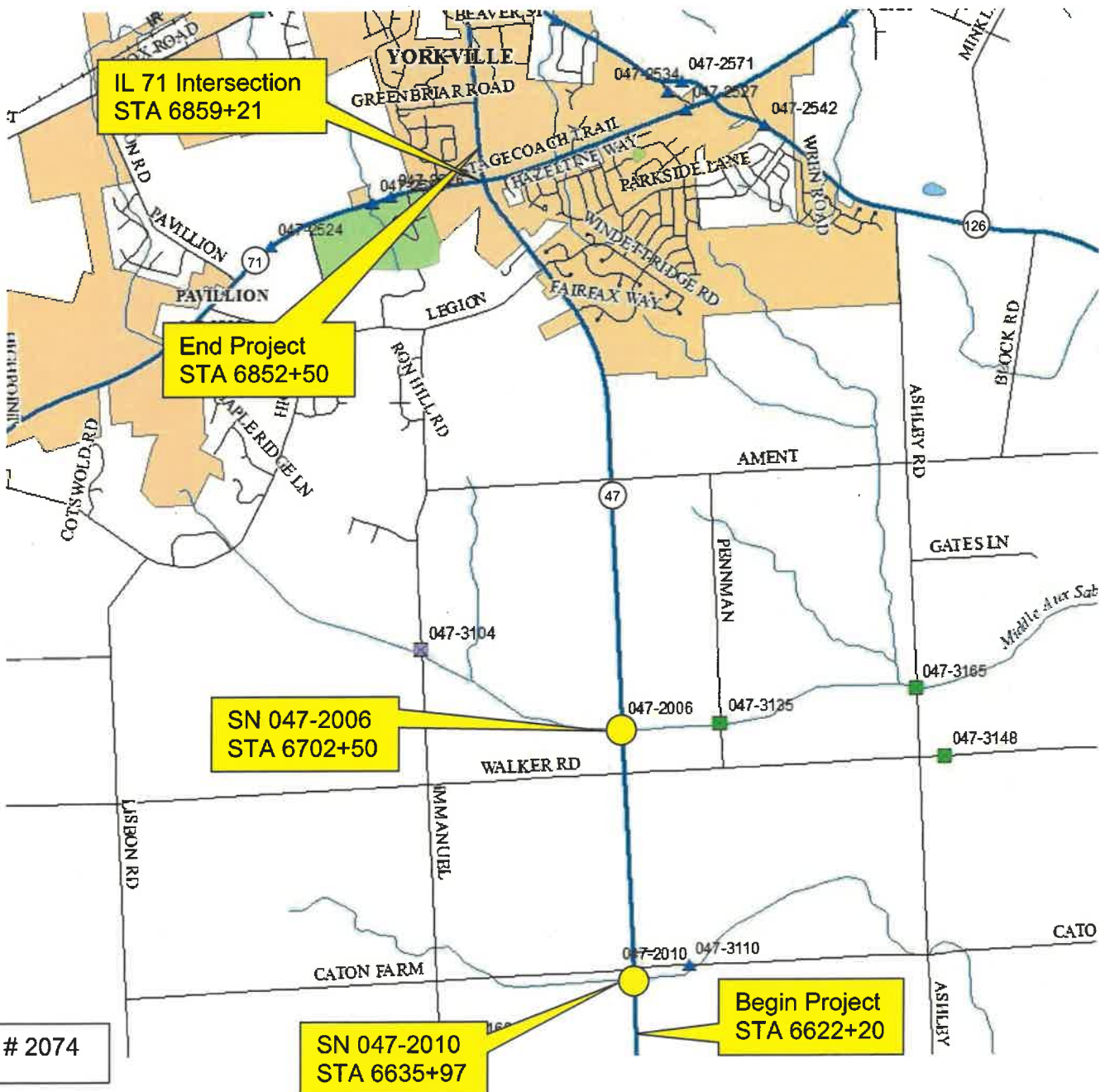
Caton Farm Road to IL 71 in Yorkville

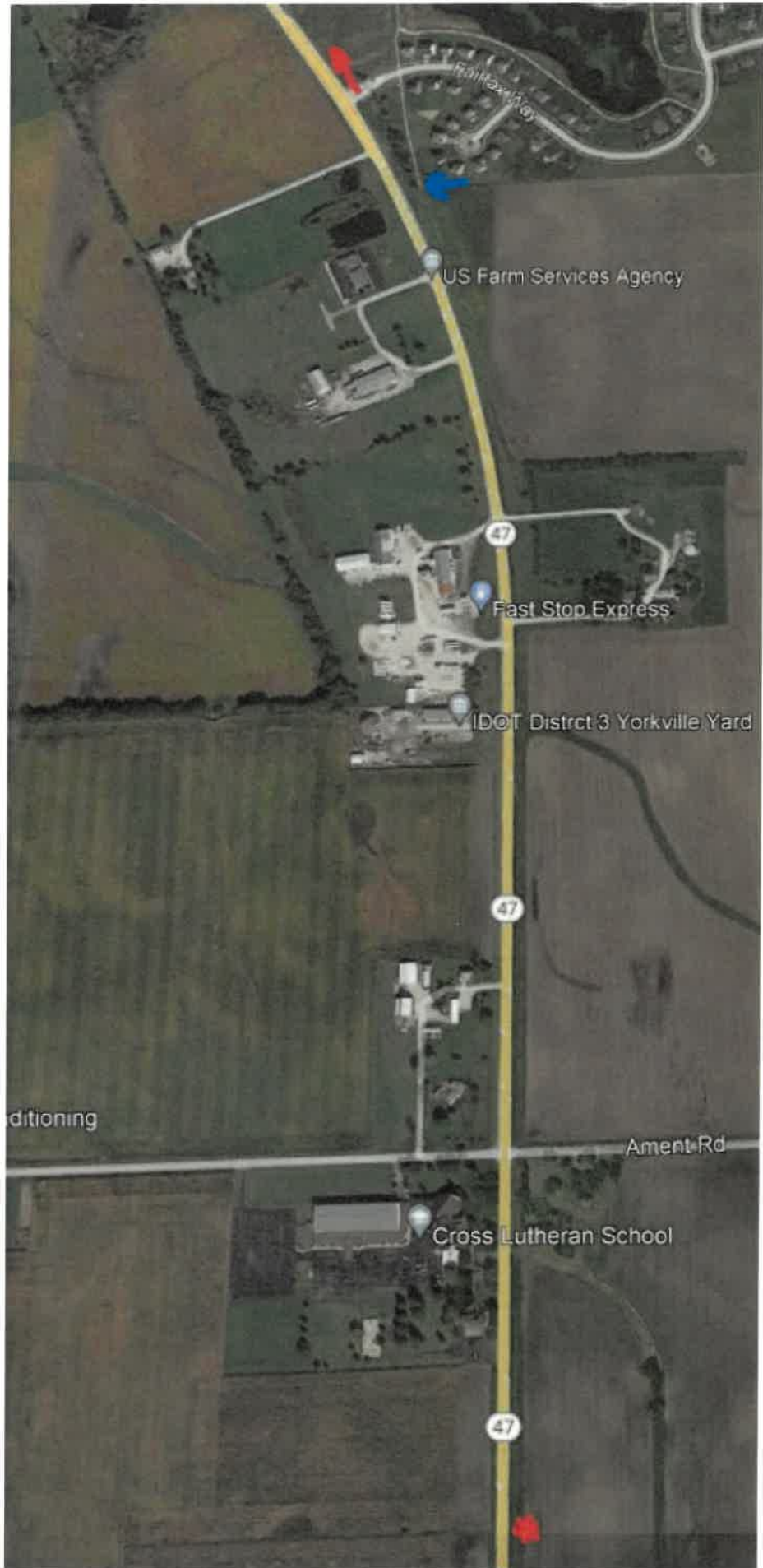
P-93-039-08 4.4 miles of adding lanes

Contract 66825 D3#2074 File #1931



Project Area = 





US Farm Services Agency

47

Fast Stop Express

IDOT District 3 Yorkville Yard

47

ditioning

Ament Rd

Cross Lutheran School

47

David Guritz

From: Judy Gilmour
Sent: Wednesday, October 5, 2022 3:48 PM
To: Kannel, Joseph E
Cc: David Guritz
Subject: Re: [External]Shared Use Path - IL 47 South of IL 71 Contract 66825

Hello Joe,

I wanted to get back to you regarding the Rt. 47 trail after discussing it with our Finance Committee and Director Guritz.

The FP District is not able to commit to extended maintenance on your trail for a number of reasons. Although we value trails that provide connections to our various preserves, this particular location is not a connection to anything within or near our preserves, and is not part of our Regional Trail Plan or our recently approved 5-Year Strategic Plan for the District.

The District weighs each request like this very carefully, as our funding is very limited. Our mission statement and our obligations are dedicated to maintaining District buildings and grounds, providing public programs, and completing various construction projects within our own preserves. As this trail is not in or near District property, it does not qualify for using District money. Additionally, we are advised by our legal counsel not to obligate future boards to future spending. Similarly, the County cannot obligate future boards to using County TAP funds for maintaining trails.

Perhaps another agency could agree to future trail maintenance for the sections of trails outside their corporate limits, such as the City of Yorkville. If the City has future plans to annex areas south on Rt. 47, it would seem that it would be in their interest to agree to do this if this area falls within its comprehensive plan for future development.

As the District is governed by the Downstate Forest Preserve Act, we are bound by the restrictions in the Act regarding the use of District funds on property that is not owned by the District. These operating rules differ from the State statutes that govern the County or a municipality or township, and as such, there might be a legal way for another agency to take on those costs.

If you have any other questions or concerns, please feel free to contact me or Director Guritz.

Respectfully,

Judy Gilmour

*Kendall County Board Member
President, Kendall County Forest Preserve District
jgilmour@kendallcountyil.gov*

From: Kannel, Joseph E <Joseph.Kannel@illinois.gov>
Sent: Friday, September 23, 2022 2:17 PM
To: Judy Gilmour <jgilmour@kendallcountyil.gov>
Cc: David Guritz <dguritz@kendallcountyil.gov>
Subject: RE: [External]Shared Use Path - IL 47 South of IL 71 Contract 66825

Thanks for the quick response! The proposed shared use path would be to provide bicycle and pedestrian accommodations along the highway. It would start south of Ament Road where our proposed project would change from a rural typical section,

David Guritz

From: Judy Gilmour
Sent: Wednesday, October 5, 2022 4:07 PM
To: Bart Olson
Cc: David Guritz; Scott Koeppel
Subject: Re: [External]FW: IL 47 / IL 71 - Shared Use Path Decisions - 66825

Hello Bart,

The Forest Preserve District was asked about the Rt. 47 trail maintenance, but we have let Joe know that the District is not in a financial position to pay for this, and has been advised by legal not to obligate future boards to spending money on future projects. The County as well cannot obligate future boards to spending future TAP money for this or any other project.

This particular project is unlike the recent Rt. 71 trail project that the District partnered with you, Oswego, and the County through an IGA. In that case, there was a connection between the two communities and the County, as well as a connection to a couple of our preserves, all of which fit well with our Regional Trail Plan and our 5-Year Strategic Plan.

That is not the case with the Rt. 47 project, and that is why we have declined to agree to maintenance on this trail. It doesn't connect anything, mainly anything that has anything to do with the FP District. If this area falls within the City's future Comprehensive Plan for future development, it might be more of an interest to the City to be involved.

Thanks,

Respectfully,

Judy Gilmour

*Kendall County Board Member
President, Kendall County Forest Preserve District*

From: Bart Olson <BOLson@yorkville.il.us>
Sent: Wednesday, October 5, 2022 12:32 PM
To: Scott Koeppel <skoeppel@kendallcountyiil.gov>; David Guritz <dguritz@kendallcountyiil.gov>; Fran Klaas <FKlaas@kendallcountyiil.gov>; Judy Gilmour <jgilmour@kendallcountyiil.gov>; Scott R. Gryder <sgryder@kendallcountyiil.gov>
Cc: John Purcell <jpurcell@yorkville.il.us>
Subject: [External]FW: IL 47 / IL 71 - Shared Use Path Decisions - 66825

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello all,

We are in the same situation for the Route 47 south expansion as we had with the Route 71 trail. Currently, IDOT is asking if we want a trail south of Yorkville City limits – they will pay for the install as long as someone agrees to maintenance. For the Route 71 trail, we did an IGA that says the City will maintain areas adjacent to corporate limits and that includes any areas we annex in the future. Can we do the same setup on the Route 47 expansion as we did on the Route 71 trail? I'd hate to forego miles of trails over a maintenance issue.

Thanks,

Bart Olson

To: Kendall County Forest Preserve District Committee of the Whole

From: Julia Granholm, Reservations Manager and Accounting Coordinator

Date: October 11, 2022

RE: Ken Pickerill Estate House License Fees and Event Policies

- 1) Pickerill-Pigott Estate House proposed fees and charges
- 2) Proposed Change to the KCFPD General Use Ordinance to allow alcohol to be served by a Licensed Catering Firm, Bartending Service, and other
- 3) Request to the Kendall County Liquor Control Commission to Amend the Liquor Control Ordinance to Allow for Serving Alcohol by Catering Firms at the Pickerill Estate House Possessing a Class I Permit

Summary

The District's Operations Committee reviewed the draft fees and charges for licensing of the Ken Pickerill Estate House. The Operations Committee recommends forwarding the proposed fees and charges to Commission for approval effective for reservations made through July 31, 2023.

The Operations Committee also recommends forwarding a motion for Commission approval to file a request to the Kendall County Liquor Control Commission to add the Ken Pickerill Estate House to the list of event venues allowing the service of alcohol under a Class I license.

The Operations Committee also recommends forwarding a revised General Use Ordinance to Commission for approval to allow alcohol to be served at the Ken Pickerill Estate House under the stated conditions within Chapter Six section d.

- 1) The Kendall County Forest Preserve District will be opening the Ken Pickerill Estate House to host groups up to 150 people. Facility license agreements will require clients to pay a security deposit and license fees associated with their use of the venue.

Recommendation #1

District staff recommends approval of a motion to forward the Proposed Fees and Charges for Licensing of the Pickerill Estate House to Commission for approval.

-
- 2) The District anticipates that the Pickerill Estate House will host various private events such as showers, weddings, and other parties where preferred caterers (licensed catering firms or bartending firms with BASSET-trained bartenders) can serve alcohol as part of an event where a full meal is served.

Recommendation #2

District staff recommends approval to forward a proposed change to the KCFPD General Use Ordinance to allow alcohol to be served by a licensed catering firm or bartending service providers at the Pickerill Estate House to Commission for approval.

CHAPTER SIX – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR

No person shall upon or in connection with any Property of the District:

d. Possess, bring into, or consume any alcoholic beverages on District property or any facility thereof, with the following exceptions:

Alcoholic beverages may be consumed at Ellis House at Baker Woods Forest Preserve; Meadowhawk Lodge at Hoover Forest Preserve, and the Ken Pickerill Estate House at Pickerill-Pigott Forest Preserve within 250 feet of these buildings as part of an approved facility rental agreement, which includes the service of prepared meals, with the service of alcohol exclusively controlled by:

- 1. A catering business enrolled in the Kendall County Forest Preserve District's Preferred Caterers Program that possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance;*
- 2. A not for profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance;*
- 3. A pre-approved bartending service business serving, but not selling, alcohol and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or*
- 4. A charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization.*

All entities serving alcohol on Forest Preserve property must satisfy District insurance requirements.

-
- 3) Currently, the Ken Pickerill Estate House is not included within the County's liquor control ordinance to allow for service of alcohol at this facility under a Class I license.*

Recommendation #3

District staff recommends approval to forward a motion to Commission to approve a request to the Kendall County Liquor Control Commission to amend the County's liquor control ordinance 99-34 to include the Pickerill Estate House at Pickerill-Pigott Forest Preserve as an authorized venue for the service of alcohol.

To: Kendall County Forest Preserve District Committee of the Whole
 From: Julia Granholm, Reservations Manager and Accounting Coordinator
 Date: October 11, 2022
 RE: Ken Pickerill Estate House Proposed Fees and Charges

Proposed License Agreement Fees - Ken Pickerill Estate House, Pavilion, and Shelter

Description	Type	Security Deposit	Proposed Rates
Pickerill House	House/Meeting Space	50% of contracted time	\$100/hr resident; \$120/hr non-resident
Friday, Saturday & Sunday (wedding and/or reception)	House, Patio, Shelter	\$1,250.00	\$2,500 (8am-10pm)
Weekend - other events	House, Patio, Shelter	50% of contracted time	\$125/hr resident; \$150/hr non-resident
Weekday - other events	House, Patio, Shelter	50% of contracted time	\$80/hr resident; \$105/hr non-resident
Not-for-Profit and Government Rate	House, Patio, Shelter	50% of contracted time	10% (May-Oct) - 10% (Nov - Apr) discount
Client Set-up / Clean-up Time	House, Patio, Shelter	N/A	\$15 per hour for each hour of set-up / clean-up
Set-up / Clean-up by District Staff (optional)	House, Patio, Shelter	N/A	\$75 for setup and clean-up

*License Agreement includes use of kitchen area (refrigerator/freezer), tables and chairs

Hoover Meadowhawk Lodge-Current License Agreement Fees

Description	Type	Security Deposit	Current Rates
Friday, Saturday & Sunday (wedding and/or reception)	Meadowhawk Lodge	50% of total cost	\$1,900 (8 am - 10 pm)
Weekend - other events	Meadowhawk Lodge	50% of contracted time	\$90/hr resident - \$110/hr non-resident
Weekday - other events	Meadowhawk Lodge	50% of contracted time	\$60/hr residents - \$80/hr non-resident
Not-for-Profit and Government Rate	Meadowhawk Lodge	50% of contracted time	10% (May-Oct) - 10% (Nov - Apr) discount
Client Set-up / Clean-up Time	Meadowhawk Lodge	N/A	\$15 per hour for each hour of set-up / clean-up
Set-up / Clean-up by District Staff (optional)	Meadowhawk Lodge	N/A	\$75 for setup and clean-up

*License Agreement includes tables and chairs, use of commercial kitchen including stove/oven, refrigerator, freezer

Ellis House-Current License Agreement Fees

Description	Type	Security Deposit	Current Rates
Friday-Sunday Weddings	Ellis House/Grounds	\$1,000	\$2,000
Weekday & Weekend other events (House)	Ellis House	50% of contracted time	\$75/hr
Weekday & Weekend Classroom	Ellis Classroom	50% of contracted time	\$50/hr
Not-for-Profit and Government Rate	Ellis House	50% of contracted time	10% (May-Oct) - 10% (Nov - Apr) discount
Set-up / Clean-up by District Staff (optional)	Ellis House/Tent	N/A	\$300 for setup and clean-up

*License Agreement includes tables and chairs, use of kitchen, refrigerator, stove and house amenities

**Weddings/Receptions include use of 40'x80' tent pad (tent not included)

Recommendation:

Approve a motion to forward the recommended fees and charges for reservations scheduled through 07/31/23 to Commission for approval.

To: Kendall County Forest Preserve District Committee of the Whole
 From: Kris Mondrella, Equestrian Program Coordinator - Ellis House and Equestrian Center
 RE: FY23 Proposed Fees and Charges
 Date: October 11, 2022

Ellis House & Equestrian Center Fees and Charges

2023 Rate Proposal	2022 Rates	2023 Proposed Rates
IN-COUNTY LESSONS		
Single Lead Line	\$27.00	\$30.00
Lead Line Package (5)	\$115.00 (\$23.00/lesson)	\$130.00 (\$26.00/lesson)
Single Private	\$48.00	\$53.00
Private Package (5)	\$190.00 (\$38.00/lesson)	\$210.00 (\$42.00/lesson)
Single Semi-Private	\$38.00	\$42.00
Semi-Private Package (5)	\$150.00 (\$30.00/lesson)	\$165.00 (\$33.00/lesson)
OUT-OF-COUNTY LESSONS		
Single Lead Line	\$31.00	\$34.00
Lead Line Package (5)	\$132.00 (\$26.40/lesson)	\$145 (\$29.00/lesson)
Single Private	\$55.00	\$61.00
Private Package (5)	\$218.00 (\$43.60/lesson)	\$240.00 (\$48.00/lesson)
Single Semi-Private	\$44.00	\$48.00
Semi-Private Package (5)	\$175.00 (\$35.00/lesson)	\$193.00 (\$39.00/lesson)
IN-COUNTY GROUP PROGRAM RATES		
Pony Birthday Party	\$225.00 for 10 children	\$250.00 for 10 children
Additional Child	\$22.50/each	\$25.00/each
Scout Program	\$225.00 for 10 scouts	\$250.00 for 10 scouts
Additional Scout	\$22.50/each	\$25.00/each
Horse Adventure Tour (1-Hour) (Riding - Additional \$10.00/ea.)	\$75.00 maximum 6 pp	\$85.00 maximum 6 pp
Additional Person	\$12.50	\$14.00
School Field Trip (Riding - Additional \$10.00/ea)	\$12.00/student	\$12.00/student
OUT-OF-COUNTY GROUP PROGRAM RATES		
Pony Birthday Party	\$235.00 for 10 children	\$260.00 for 10 children
Additional Child	\$23.50/each	\$26.00/each
Scout Program	\$235.00 for 10 children	\$260.00 for 10 children
Additional Scout	\$23.50/each	\$26.00/each
Horse Adventure Tour (1-Hour) (Riding - Additional \$10 each)	\$75.00 maximum 6pp	\$85.00 maximum 6 pp
Additional Person	\$12.50/each	\$14.00/each
School Field Trip (Riding - Additional \$10.00/ea)	\$12.00/student	\$12.00/student

To: Kendall County Forest Preserve District Committee of the Whole
From: Kris Mondrella, Equestrian Center Coordinator
RE: 2023 Summer Camp Offerings – Fees and Charges
Date: October 11, 2022

Pony 1-Day Camp for Parents and Tots

2022 Prices: \$55 in-county/\$60 out-of-county

2023 Prices: \$60 in-county/\$66 out-of-county

Pony 1-Day Camp - ELIMINATE

Pony 3-Day Camp

2022 Prices: \$215 in-county/\$225 out-of-county

2023 Prices: \$236 in-county/\$247 out-of-county

NEW – Pony 2-Overnight/3-Day Camp Experience

\$450.00 in-county/\$500 out-of-county

Ellis Equestrian Center recommends the elimination of the 1-Day Camp. The enrollment was low compared to our other camps (see attached).

In place of the 1-Day Camp, Ellis Equestrian Center plans to offer a new 2-Night – 3-Day Overnight Camp Experience (Minimum of 5 campers, and a maximum of 10 campers).

This new offering will be scheduled to occur during an off week to avoid impacting lessons.

Price is recommended at \$450.00 in-county and \$500 out-of-county.

Ellis House Equestrian Center



2022

Camps-Parent Tot Income

Date	Description	Amount	Comments
Jun 13	4250 - Event Income	\$ 120.00	Zek and Zola Litzhoff
Jun 13	4250 - Event Income	\$ 60.00	Levi Gross
Jun 13	4250 - Event Income	\$ 55.00	Wren Wehri
Jun 13	4250 - Event Income	\$ 55.00	Kellen Felton
Jun 13	4250 - Event Income	\$ 55.00	Grayson Rutherson
Jun 13	4250 - Event Income	\$ 60.00	Raleigh Dean
Jun 13	4250 - Event Income	\$ 55.00	Landon Leturgey
Jun 13	4250 - Event Income	\$ 55.00	Aedan Rogers
Jun 13	4250 - Event Income	\$ 55.00	Adeline Vick
Jun 13	4250 - Event Income	\$ 55.00	Roanin Vick
Jul 11	4250 - Event Income	\$ 110.00	Ck# 5562 \$55.00 for Jacob \$55.00 for Andrew
Jul 11	4250 - Event Income	\$ 55.00	Autumn Arnold
Jul 11	4250 - Event Income	\$ 55.00	Skylar Edwards
Jul 11	4250 - Event Income	\$ 55.00	Hannah Gurney
Aug 1	4250 - Event Income	\$ 55.00	Roley Olenski
Aug 1	4250 - Event Income	\$ 55.00	Isabella Gellatly
Aug 1	4250 - Event Income	\$ 55.00	Henry Willim Schmidt
Aug 1	4250 - Event Income	\$ 60.00	Owen Tanis
Aug 1	4250 - Event Income	\$ 60.00	Ellie Lawrence

Camps-Parent Tot Total: \$ 1,185.00



Ellis House Equestrian Center



2022

3-Day Camps Income

Date	Description	Amount	Comments
Jul 19	4250 - Event Income	\$ 215.00	Aubrielle Phillips
Jul 19	4250 - Event Income	\$ 215.00	Eladie Wison
Jul 19	4250 - Event Income	\$ 430.00	Vera and Scarlett Arnold
Jul 19	4250 - Event Income	\$ 215.00	Adalyn Springborn
Jul 19	4250 - Event Income	\$ 225.00	Lainey Melrose
Jul 19	4250 - Event Income	\$ 215.00	Ben Kowalski
Jul 19	4250 - Event Income	\$ 215.00	Alison Peak
Jul 26	4250 - Event Income	\$ 215.00	Ezra Fish
Jul 26	4250 - Event Income	\$ 225.00	Heather Bersano
Jul 26	4250 - Event Income	\$ 215.00	Caoline Young
Jul 26	4250 - Event Income	\$ 215.00	Vivienne Bonneur
Jul 26	4250 - Event Income	\$ 215.00	Afton Pippin

3-Day Camps Total: \$ 9,865.00



Ellis House Equestrian Center



2022

Camps-1 Day Income

Date	Description	Amount	Comments
Jun 14	4250 - Event Income	\$ 75.00	Macy Tomasik
Jun 14	4250 - Event Income	\$ 80.00	Avery Dean
Jun 16	4250 - Event Income	\$ 80.00	Joey Withers
Jun 16	4250 - Event Income	\$ 80.00	Quinn Conroy
Jul 12	4250 - Event Income	\$ 75.00	Haley Nootens
Jul 12	4250 - Event Income	\$ 75.00	Carter Leturey

Camps-1 Day Total: \$ 465.00



To: Kendall County Forest Preserve District Committee of the Whole
 From: Stefanie Wiencke, Environmental Education and Special Projects Manager
 RE: Reservation Woods Acquisition Project - Sale of Carbon Credits
 Date: 11-Oct-22

The Davey Resource Group has completed the collection of data on tree sizes for the two recently purchased 5-acre parcels at Reservation Woods Forest Preserve. Data collected by The Davey Resource Group was submitted to City Forest Credits for third-party calculation of the total estimated carbon sequestered within the two parcel's timber and soils. Total calculated equivalent tons of carbon dioxide sequestered was 1,906 tCO2e.

McPherson Law is requesting confirmation that the District will continue to engage his services under the previously approved Letter of Agreement for the upcoming National Sale. A letter of correspondence from Doug McPherson has been received, and is attached to this summary. Based on this most recent communication, the District anticipates generating a significant amount of funding from the National Sale. A breakdown of the revenues and expenses is provided for review. District staff recommends continuing to engage the services of McPherson Law to represent the District's interests in the 2023 National Sale.

REVENUES (EST.)

Carbon credits issued (pending)	1,906.00
Anticipated per credit sale price	<u>\$36.00</u>

Gross proceeds \$68,616.00

EXPENSES (EST.)

On-Site Quantification Cost (The Davey Group)	\$0.00	\$3K offset by a grant from The Morton Arboretum
Credit Verification Fee (CFC Third-Party Consultant)	\$0.00	\$3K offset by a grant from The Morton Arboretum
McPherson Law Fee (6%)	\$4,116.96	
CFC Credit Issuance Fee (10% of Gross Proceeds less McPherson Law Fee)	<u>\$6,449.90</u>	

Total Expenses \$10,566.86

Net Proceeds to District (EST.) \$58,049.14

Hello Project Operators,

I'm writing to kick off the start of the 2022 national sale of urban forest carbon credits.

Many of you participated in the successful sale of all the 2021 credits to Regen Network at a net price to the projects of \$34/credit. I've previously shared some of the media coverage about the sale. I've attached a recent article that describes urban credits and the 2021 sale clearly and comprehensively.

As you may recall, City Forest Credits, as the registry, must avoid any conflicts of interest and cannot represent projects in credit transactions. I would be honored to represent you for the 2022 national sale as the National Sale Director. For those of you who do not know me, I've attached a summary of my experience and would be happy to set up a call for a personal introduction.

If you would like me to represent you in the upcoming sale, I will proceed as described below. **If you DO NOT want me to represent you in the 2022 national sale, please reply and let me know and I will remove you from future communications.**

The Process

I will prepare a Request for Proposals that will describe the portfolio of credits, the unique attributes of urban credits and other details about the sale. As with last year's sale, the RFP will state that project operators may opt out of the sale up until the closing. The RFP will include an anticipated floor price of \$36 per credit. I will encourage the buyer to enter into a single purchase agreement with all the parties signing the same, single agreement.

I have been in discussions with several potential buyers over the last few months. The most structured process has been run by the Consortium for Climate Solutions ("C4 Climate"), an aggregation of buyers including Harvard, MIT, Wellesley College, Mass General Brigham and PowerOptions. In anticipation of the issuance of urban credits in 2022, I responded to C4 Climate's extensive RFP, provided supplemental answers and participated in a live interview regarding a generalized portfolio of expected urban credits. The urban credit portfolio was selected to be on the short list for further consideration by C4 Climate. While they may not be in a position to purchase the entire portfolio, the fact that these prestigious institutions have extensively vetted and approved urban forest credits for purchase is compelling validation of the work you are doing. I intend to start the sales process with targeted outreach to select potential national buyers such as C4 Climate and expand the distribution of the RFP further as needed.

The Portfolio

Last year, we saw that some buyers fully appreciated the benefits of buying a diverse portfolio of planting and preservation projects across the country and were willing to pay a premium over what either planting or preservation credits generally earn in order to purchase the entire bundle. Offering the portfolio together allowed planting projects with their compelling benefits but smaller credit numbers to participate with higher volume preservation projects, which in turn earned the preservation projects a healthy multiple over what rural forest credits sell for.

I would like to take the same approach this year. Some potential buyers, however, have specific needs, for example, with an interest in particular regions or type of credit. My goal is to optimize the outcome for every project based on the available buyers. We will need to stay flexible and responsive to the buyer pool, which could possibly result in dividing the portfolio.

Timing

If successful, a sale will likely close in late Q1 or early Q2 2023. Several projects are still in final planning phases and credits will not be issued until Q1 2023. If a desirable buyer is prepared to close a purchase sooner, I will endeavor to include any expected but unissued credits in the sale, with a second closing occurring when those credits are issued.

My Fee

I will represent the projects at the same rate as last year- 6% of the total purchase price, which will be paid by the buyer(s) when they purchase the credits. So, for example if a buyer agrees to pay \$37/credit gross, my fee will be \$2.22/credit (6%) and the project will receive \$34.78/credit. This compares favorably with the 10-40% rates that carbon brokers charge for similar services.

I understand that some projects may identify local buyers during the process and may have specific requirements or preferences around prospective buyers. For that reason, I'm willing to proceed without a formal exclusivity agreement with you. In return for the time and resources I will be committing to the national sale, I ask that you 1) share any buyer requirements or preferences with me as soon as possible, 2) only include credits that you have a good faith belief will be committed to the national sale, and 3) update me promptly if that changes.

Legal Representation

My work for you in the national sale is entirely in a business capacity. I will not be offering legal or tax advice. I am also an attorney licensed to practice in California. Last year, several projects engaged me in my legal capacity to advise them on the negotiation of the credit sale agreement. I did that for no extra fee and am willing to do so again this year. A separate written engagement letter is required.

Your Role

The stories of your projects are at the heart of these credits. I will need your help to tell your stories in as compelling a way as possible. That will include written descriptions and photographs where possible. Coordinating multiple projects for a single sale is challenging. Ideally, more than one person in your organization is knowledgeable about the national sale so that if one person is temporarily unavailable when time-sensitive questions arise, someone else can step in. The sales process will be much more efficient if everyone can respond to requests as quickly as possible.

The 2021 national sale was a strong confirmation of the role urban forests play in mitigating climate change and creating more equitable, livable communities and it created a precedent that we will build on for 2022. I'm fired up to get started and tell your stories to a wider audience.

Feel free to contact me anytime with questions or comments.

Best regards,
Doug McPherson

Otium Business Consulting
626 893 7161

KCFPD Draft:

Section 4.8 CALL IN PROCEDURES

Unless otherwise expressly stated in an applicable union contract, when an employee is absent from a normally scheduled workday or overtime assignment, the employee must call, text, or email their immediate supervisor and report their absence as far in advance as possible and, at a minimum, **at least one (1) hour prior to the start of their work shift** or otherwise required by the employee's supervisor (or as soon as possible in case of a bona fide emergency). When the employee calls in to report their absence, the employee should provide the following information:

Current Handbook:

Section 4.8 CALL IN PROCEDURES

Unless otherwise expressly stated in an applicable union contract, when an employee is absent from a normally scheduled workday or overtime assignment, the employee must call, text, or email their immediate supervisor and report their absence as far in advance as possible and, at a minimum, **at least one (1) hour prior to the start of their work shift** (or as soon as possible in case of a bona fide emergency). When the employee calls in to report their absence, the employee should provide the following information:

KCFPD Draft:

Section 7.3 HOLIDAY PAY

Full-time and part-time employees may be eligible for holiday pay. Temporary employees, seasonal employees, interns, and volunteers are not eligible for holiday pay.

To be eligible for time off with holiday pay, the holiday must fall on the employee's regularly scheduled workday.

Current Handbook:

Section 7.3 HOLIDAY PAY

Full-time and part-time employees who are budgeted to work a minimum of twenty (20) hours per workweek may be eligible for holiday pay. Temporary employees, seasonal employees, interns, and volunteers are not eligible for holiday pay.

To be eligible for time off with holiday pay, the holiday must fall on the employee's regularly scheduled workday. Also, an eligible employee must work the last scheduled

workday before the holiday and the first scheduled workday after holiday, in order to be compensated for the holiday, unless absence on either or both days is pre-approved by their Executive.

KCFPD Draft:

Section 7.5 COMPENSATORY TIME

Nonexempt employees earn compensatory time at straight time for over time over 37.5 and under 40 hours a week, or rate of one and one half (1 ½) hours for every hour of overtime worked for time over 40 hours a week. An eligible employee may not accumulate more than eighty (80) hours of compensatory time. If an employee earns a compensatory time balance in excess of eighty (80) hours, said overtime must be paid in cash payment and cannot be banked as compensatory time. Compensatory time must be taken within the fiscal year it is earned except that up to twenty (20) hours may be carried over from year to year. Upon mutual written agreement of the employee and the Executive, the County may buy out the accumulated compensatory time of each employee and render the cash payment equivalent to the employee.

Current Handbook:

Section 7.5 COMPENSATORY TIME

Nonexempt employees earn compensatory time at the rate of one and one half (1 ½) hours for every hour of overtime worked. An eligible employee may not earn or accumulate more than forty (40) hours of compensatory time during a fiscal year. If an employee accumulates overtime in excess of forty (40) hours, said overtime must be paid in cash payment and cannot be banked as compensatory time. Compensatory time must be taken within the fiscal year it is earned except that up to twenty (20) hours may be carried over from year to year. Upon mutual written agreement of the employee and the Executive, the County may buy out the accumulated compensatory time of each employee and render the cash payment equivalent to the employee.

KCFPD Draft:

Section 7.6 FLEXTIME POLICY

All exempt employees are expected to be at work during their regularly scheduled work hours unless approval is granted for discretionary flextime on a given workday. Flextime is an arrangement that, if approved (in their sole discretion) by the applicable Executive, allows an employee to alter the starting and/or end time of their workday; however, the employee still works the same number of scheduled hours in a work week as they would under their regular work schedule. For example, if an employee's regular work day schedule is 8:00 a.m. to 4:30 p.m., a flextime arrangement for that work week could be 7:00 a.m. to 1:00 p.m. day then 9:00 am to 7:00 p.m. the following.

Only full-time exempt employees who have successfully completed their probationary period may be eligible for flextime pursuant to this policy. Flextime for the employee should not negatively affect the workload or productivity of coworkers either by shifting burdens or creating delays and additional steps in the workflow. Also, flextime is not intended to be nor shall it result in a permanent change in the employee's regular work schedule. The requested flextime should not require the Employer to incur additional overtime expense, if such request were granted by the Employer.

The employee's Executive has the sole discretion to approve or deny the use of flextime in their department/office. Flextime may not be appropriate for all positions, or in all office settings, or for all employees. When evaluating a request for flextime, the Executive may consider factors including, but not limited to the following: applicable union contract requirements; the reason for the requested flextime arrangement; staffing needs; office space considerations; business needs and hours of operation; health and safety issues; the employee's job duties; the employee's work record and ability to timely and accurately complete assigned tasks; the operational needs of the department/office; the employee's ability to return to a standard work schedule when needed; and any other factors deemed relevant by the Executive.

Flextime is not intended to be a permanent change to an employee's regularly scheduled work hours. An approved flextime arrangement may be suspended or cancelled at any time. Exempt employees must depart from any flextime arrangement to perform their jobs. Non-exempt employees may be asked to work overtime regardless of a flextime schedule. If approved for flextime, the employee may be required to alternate their work hours to attend to operational needs, as requested by the immediate supervisor and/or department head/elected official. Also, there may be times when the employee would be required to work or travel outside of scheduled flextime work hours. Pre-approved flextime hours may not be carried over to another work week – the employee must work their full work week.

Current Handbook:

Section 7.6 FLEXTIME POLICY

All employees are expected to be at work during their regularly scheduled work hours unless approval is granted for discretionary flextime on a given workday. Flextime is a temporary arrangement that, if approved (in their sole discretion) by the applicable Executive, allows an employee to alter the starting and/or end time of their workday; however, the employee still works the same number of scheduled hours in a workday as they would under their regular work schedule. For example, if an employee's regular work day schedule is 8:00 a.m. to 4:30 p.m., a flextime arrangement for that workday could be 7:00 a.m. to 3:30 p.m., or 9:00 a.m. to 5:30 p.m.

Only full-time employees who have successfully completed their probationary period may be eligible for flextime pursuant to this policy. Flextime for the employee should not

negatively affect the workload or productivity of coworkers either by shifting burdens or creating delays and additional steps in the workflow. Also, flextime is not intended to be nor shall it result in a permanent change in the employee's regular work schedule. The requested flextime should not require the Employer to incur additional overtime expense, if such request were granted by the Employer.

The employee's Executive has the sole discretion to approve or deny the use of flextime in their department/office. Flextime may not be appropriate for all positions, or in all office settings, or for all employees. When evaluating a request for flextime, the Executive may consider factors including, but not limited to the following: applicable union contract requirements; the reason for the requested flextime arrangement; staffing needs; office space considerations; business needs and hours of operation; health and safety issues; the employee's job duties; the employee's work record and ability to timely and accurately complete assigned tasks; the operational needs of the department/office; the employee's ability to return to a standard work schedule when needed; and any other factors deemed relevant by the Executive.

Flextime is not intended to be a permanent change to an employee's regularly scheduled work hours. An approved flextime arrangement may be suspended or cancelled at any time. Exempt employees must depart from any flextime schedule to perform their jobs. Non-exempt employees may be asked to work overtime regardless of a flextime schedule. If approved for flextime, the employee must be willing and able to alternate their work hours to attend to operational needs, as requested by the immediate supervisor and/or department head/elected official. Also, there may be times when the employee would be required to work or travel outside of scheduled flextime work hours. Pre-approved flextime hours may not be carried over to another work week – the employee must work their full work week.

The employee must first discuss their proposed flextime arrangement with their immediate supervisor and their Executive. If the employee's immediate supervisor and Executive are willing to consider a temporary flextime arrangement for their department/office, the employee should then submit a written request for flextime to their Executive at least one full business day in advance of the requested flextime day. An employee shall not utilize flextime unless pre-approved in writing by their Executive. All approved flextime schedules must address how breaks and meal periods will be handled. Rest/meal periods must be taken in accordance with all applicable state and federal laws and union contract requirements.

KCFPD Draft:

D. MAXIMUM ACCUMULATION

Employees will be allowed to accrue and carryover no more than 225 hours of accrued but unused vacation at any time, unless approved by the Executive to work down vacation time over the maximum within the four (4) months of the fiscal year. If the employee reaches the maximum cap of 225 hours of accrued but unused vacation time, the employee will not accrue any additional vacation time until they fall below the 225-hour cap again.

Current Handbook:

D. MAXIMUM ACCUMULATION

Employees will be allowed to accrue and carryover no more than 225 hours of accrued but unused vacation at any time. If the employee reaches the maximum cap of 225 hours of accrued but unused vacation time, the employee will not accrue any additional vacation time until they fall below the 225-hour cap again.

F. FLEXIBLE SCHEDULE

A flexible schedule is defined as an ongoing alternative to the Department's regularly scheduled hours. Flextime is available at the Department Head's discretion to allow for the option of varying an employee's starting and ending time within established limits. Flextime designation is a matter of departmental discretion. Flextime may be possible if a mutually workable schedule can be negotiated with the supervisor and the employee and if it meets the needs of the department and the public. Once the employee, the Supervisor and the Department Head have agreed on a beginning and ending time, the employee is expected to work the agreed-upon schedule on a consistent basis. Flextime is a privilege, not a right, nor a benefit. Flextime is neither possible nor appropriate for every type of employment. An employee in a supervisory position may work a defined flexible schedule with the approval of the Department Head and the County Board Chairman's designee.

PROCEDURES

1. Department Heads, Managers or Supervisors are responsible for communicating the Hours of Work and Rest Periods to employees within the department or division.
2. Department Heads, Managers or Supervisors may adjust Hours of Work and Rest Periods as necessary to meet the operational needs of the department.
3. Employees may not combine rest or meal periods for the purpose of reducing their assigned work schedule. Employees are not allowed to work during their rest and meal periods and end their workday earlier than they should, unless approved by their Department Head, Manager, or Supervisor on a case-by-case basis.
4. All Department Heads are authorized to stagger, rearrange and adjust the hours of employment of their various employees in such a manner as to enable them to keep their place of business open at all times required. The work schedule for each department shall be established by the Department Head.
5. A written flextime proposal is required in order for a flexible schedule to be approved. The written proposal must outline the specific dates, start and end times, and duration of the revised work schedule. The proposal must be submitted for approval to the Department Head two weeks in advance and at the beginning of each calendar year.
6. The Department Head will review the schedule to ensure that it conforms to appropriate laws and regulations and that adequate compensation and manpower is available for the proposed schedule and that it meets the demands, expectations and all aspects of the position. The Chief Human Resources Officer will review the schedule to ensure that it conforms to the County's policies and appropriate laws and regulations.

7. Flexible work schedules should be designed to minimize overtime compensation and to make the best use of available personnel. DuPage County will not suffer any loss in productivity as a result of this arrangement.
8. The flexible schedule will be reviewed on an on-going basis by the Supervisor and the Department Head to determine that all aspects of the arrangement are continuing to meet the needs of the department. The flexible schedule may end by the decision of the Department Head.
9. Care Center managers on duty (MOD), will be allowed to take an alternative day off, when required to work the weekends and/or holidays.

FIELD OBSERVATION REPORT

CLIENT: Kendal County Forest Preserve Dist.
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371

FIELD REPORT NO.	#01	REPORT DATE:	October 08, 2022
OBSERVATION DATE:	September 29, 2022	WEATHER:	Sunny
OBSERVATION TIME:	8:30 AM	TEMPERATURE:	70 degrees F
EST. % COMPLETE:	08%	CONFORMANCE WITH SCHEDULE:	YES

PRESENT AT SITE:

(1) Owner, (3) Excavators, (2) Site Concrete, (1) General Contractor.

OBSERVATIONS:

1. South site excavation is beginning.
2. Topsoil at future patio area has been removed and stockpiled.
3. Excavation and compaction procedures for the new canopy piers are beginning and are 50% complete.
4. Survey and layout continues for the piers.
5. Site concrete and brick sidewalk demolition continues.
6. Greenhouse interior demolition is beginning.

ACTION REQUIRED:

1. Place clay fill and compact in place after pier installation in new patio area. See Photo 01.
2. Remove two south site trees; By Owner. See Photo 02.
3. Tire footing rebar for canopy piers to vertical pier rebar as shown on the structural drawings prior to concrete footing being cast. Typical at all 6 piers. See Photo 03 & 04.

ATTACHMENTS: Photos 01 - 04

FIELD OBSERVATION REPORT

CLIENT: Kendal County Forest Preserve Dist.
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: #01

PHOTO NUMBER: 01

PHOTO DATE: September 29, 2022

PHOTO AUTHOR: Chris Hansen

LOCATION: South Site

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

South site topsoil has been stripped and placed at the east site area. Excavation and compaction for the new canopy piers is ongoing. Concrete piers will be cast soon. Site requires clay backfill to raise the site up to finished paver grade.at patio area. Grade shall be compacted in lifts as specified.

FIELD OBSERVATION REPORT

CLIENT: Kendal County Forest Preserve Dist.
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: #01

PHOTO NUMBER: 02

PHOTO DATE: September 29, 2022

PHOTO AUTHOR: Chris Hansen

LOCATION: Southeast Site

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

The tree in the right of this photo needs to be removed by Owner as it will be in the way of the new canopy structure and the roots will be damaged causing the tree to deteriorate. Owner to remove.

REPORT BY: Chris Hansen

Page 3 of 5

FIELD OBSERVATION REPORT

CLIENT: Kendal County Forest Preserve Dist.
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: #01

PHOTO NUMBER: 03

PHOTO DATE: September 29, 2022

PHOTO AUTHOR: Chris Hansen

LOCATION: East Barn

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

Metal rebar cages for the canopy piers are on site and stored in the east barn.

FIELD OBSERVATION REPORT

CLIENT: Kendal County Forest Preserve Dist.
PROJECT: Pickerill Estate Renovations
PROJECT NO. 1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: #01

PHOTO NUMBER: 04

PHOTO DATE: September 29, 2022

PHOTO AUTHOR: Chris Hansen

LOCATION: East Barn

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

Metal rebar for canopy pier footings are in the east barn awaiting placement. GC Note: The vertical rebar cages for the piers shall be tied to the footing rebar as indicated in the structural drawings at the time of placement.

To: Kendall County Forest Preserve District Committee of the Whole
From: David Guritz, Executive Director
RE: November 2022 Committee of the Whole Meeting: Rescheduled Meeting
Date: October 11, 2022

Please be advised that President Gilmour has rescheduled the November 2022 Committee of the Whole meeting from Tuesday, November 8, 2022 at 4:30 pm (Election Day) to Wednesday, November 9, 2022 at 4:30 pm.

The District's website will be updated, with the press notified of the date change accordingly.



Office of Jill Ferko
Kendall County Treasurer & Collector
111 West Fox Street
Yorkville, IL 60560

(630) 553-4124 Phone
(630) 553-4117 Fax

September 29, 2022

Kendall County Forest Preserve District
David Guritz, Director
111 West Fox Street
Yorkville, IL 60560

Dear Mr. Guritz:

As of September 29, 2022 the balance of Land Cash Funds for Forest Preserve District is \$66,958.60.
To request the release of these funds please submit a formal request to the Treasurer's Office.

We intend to report your balance on a quarterly basis or you may call at any time.

Sincerely,

A handwritten signature in blue ink that reads "Jill Ferko". The signature is written in a cursive, flowing style.

Jill Ferko
Kendall County Treasurer & Collector