

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
MEETING AGENDA**

**TUESDAY, NOVEMBER 1, 2022**

**6:00 PM**

**KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210**

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments
- VII. **\*CONSENT AGENDA**
  - A. Approval of Minutes
    - Kendall County Forest Preserve District Commission Meeting of October 18, 2022
  - B. \*Approval of Claims in the Amount of \$17,445.75
  - C. \***MOTION**: Approval of Change Order #1 – A Contract Deduction of \$2,500 (Geotextile Fabric Savings) for the Fox River Bluffs Site Construction Project #939 (IDNR-RTP Project #19-155) with E. Hoffman, Inc. of Lombard, Illinois
  - D. \***MOTION**: Approval of a Site Lease For Solar Installation Agreement between the District and GRNE Solarfield 23, LLC of Palatine, Illinois for the Installation of a Solar Panel Array on the Ken Pickerill Estate House Pavilion for an Initial 25-Year Lease Term
  - E. \***MOTION**: Approval of a Solar Energy Power Purchase Agreement between the District and GRNE Solarfield 23, LLC of Palatine, Illinois for the Purchase of Electrical Power Generated by the Ken Pickerill Estate House Solar Panel Array at a Cost of \$0.065 per kWh for an Estimated Annual Production of 39,000 kWh for the 25-Year Lease Period
- VIII. **OLD BUSINESS**

*No items posted for consideration.*
- IX. **NEW BUSINESS**
  - A. \***MOTION**: Approval of a Proposal from Alliant Insurance Services, Inc. of Chicago, Illinois for Renewal of the District's Insurance Coverage Package in the Amount of \$48,496, and Worker's Compensation Coverage in the Amount of \$18,114.00 through the Illinois Counties Risk Management Trust (ICRMT) for a Total Annual Premium of \$66,611.00 for the Policy Year Beginning December 1, 2022 Extending through December 1, 2023
- X. Public Comments
- XI. Executive Session
- XII. **OTHER ITEMS OF BUSINESS**

*No items posted for consideration.*
- XIII. Adjournment

(\* Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES  
OCTOBER 18, 2022**

**I. Call to Order**

President Gilmour called the meeting to order at 11:20 am in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

**II. Pledge of Allegiance**

The Pledge of Allegiance was recited at the Kendall County Board Meeting.

**III. Invocation**

An invocation was offered by Commissioner Gengler at the start of the Kendall County Board Meeting.

**IV. Roll Call**

X	Cesich	X	Gryder
X	DeBolt		Kellogg
	Flowers	X	Koukol
X	Gengler	X	Rodriguez
X	Gilmour	X	Vickers

Roll call: Commissioners Cesich, DeBolt, Gengler, Gryder, Koukol, Rodriguez, Vickers, and Gilmour were all present.

**V. Approval of Agenda**

Commissioner DeBolt made a motion to approve the agenda. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

**VI. Public Comment**

Dawn Johnson of Millington, Illinois, offered public comment on the KCFPD CWD Monitoring Archery program at Freeman Forest Preserve, stating that new signage was an improvement but did not agree with the District permitting bow hunting at that location.

**VII. CONSENT AGENDA**

**A. Approval of Minutes**

- Kendall County Forest Preserve District Finance Committee Meeting of September 29, 2022
- Kendall County Forest Preserve District Commission Meeting of October 4, 2022
- Kendall County Forest Preserve District Operations Committee Meeting of October 5, 2022

- B. **\*Approval of Claims in the Amount of \$115,008.83**
- C. **\*MOTION: Approval of Fees and Charges for Licensed Use of the Ken Pickerill Estate House for Reservations Accepted through July 31, 2023**
- D. **\*MOTION: Approval of the Submission of a Request to the Kendall County Liquor Control Commission to Amend the Liquor Control Ordinance 2020-03 to Include the Ken Pickerill Estate House and Grounds as an Added Venue Under the Class I Liquor License Provisions**
- E. **\*MOTION: Approval of FY 2023 Fees and Charges for the Ellis Equestrian Center Horsemanship Lessons, Birthday Parties, Public Programs, and Summer Camps**
- F. **\*MOTION: Approval of 22-23 Bow Hunt Program Registration Refunds for Jeff Kilburg, Michael Lobdell, and William Loftus, Including a 2-Year Program Registration Suspension**

Commissioner Cesich made a motion to approve the Consent Agenda as presented. Seconded by Commissioner DeBolt.

Motion: Commissioner Cesich					
Second: Commissioner DeBolt					
<b>Roll call: Consent Agenda</b>					
<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Cesich	X		Gryder	X	
DeBolt	X		Kellogg		
Flowers			Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Gengler, Gryder, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**VIII. OLD BUSINESS**

*No items posted for consideration.*

**IX. NEW BUSINESS**

- A. **\*MOTION: Approval of a FY22 Audit Engagement Letter with Mack & Associates, P.C. for an Amount Not-to-Exceed \$8,485.00**

Commissioner Cesich made a motion to approve a FY22 Audit Engagement Letter with Mark & Associates, P.C. for an Amount Not-to-Exceed \$8,485.00. Seconded by Commissioner Rodriguez.

Motion: Commissioner Cesich  
Second: Commissioner Rodriguez

**Roll call: FY22 Audit Engagement Letter – Mack & Associates, P.C.**

<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Cesich	X		Gryder	X	
DeBolt	X		Kellogg		
Flowers			Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Gengler, Gryder, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**X. Public Comments**

No public comments were offered from citizens in attendance.

**XI. Executive Session**

None.

**XII. Other Items of Business**

- A. Committee Meeting Date Change Notice:** The KCFPD Committee of the Whole Meeting Scheduled for November 8, 2022 at 4:30 PM at the Kendall County Office Building – Second Floor Board Meeting Rooms 209 and 201 111 W. Fox Street Yorkville, IL 60560 has been Rescheduled to November 9, 2022 at 4:30 PM

Antoinette White, Grounds and Natural Resources Division Supervisor, provided updates on the Ken Pickerill Estate House construction project, and the Fox River Bluffs public access and trail construction project.

**XIII. Adjournment**

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Meeting adjourned at 11:33 am.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

# Claims Listing

10/26/2022 1:02:48 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
County Board	3981	NATHAN MELENDEZ	22-00278	East Wing Conf Room Sec Dep Return	140325 66500	Miscellaneous Expense	\$100.00
						<b>Sub-Total</b>	<b>\$100.00</b>
					<b>County Board</b>	<b>Total</b>	<b>\$100.00</b>
Ellis Barn	21	ADS, INC	147996103122	Alarm services-Ellis	19001161 68580	Grounds and Maintenance	\$178.88
	1060	JOHN DEERE FINANCIAL	1113-41567103122	Ellis supplies-Barn and Animals	19001161 68580	Grounds and Maintenance	\$71.94
	1323	MENARDS	54878	Tape, bolts, washers, wood, screws, nuts	19001161 68580	Grounds and Maintenance	\$125.01
	1323	MENARDS	55458	Adjustable post	19001161 68580	Grounds and Maintenance	\$27.99
	1323	MENARDS	55555	Treated Wood 2'x'10'	19001161 68580	Grounds and Maintenance	\$47.96
	1477	O'MALLEY WELDING & FABRICATING INC	20499	Gate Repair at Ellis	19001161 68580	Grounds and Maintenance	\$125.00
						<b>Sub-Total</b>	<b>\$576.78</b>
					<b>Ellis Barn</b>	<b>Total</b>	<b>\$576.78</b>
Ellis House	51	SYNCB/AMAZON	1NMF-1KHN-JF6G	Ink Cartridge	19001160 62000	Office Supplies	\$51.88
						<b>Sub-Total</b>	<b>\$51.88</b>
	21	ADS, INC	147996103122	Alarm services-Ellis	19001160 68580	Grounds and Maintenance	\$178.87
	51	SYNCB/AMAZON	1XTF-PT7F-G9PY	Under Counter Lights	19001160 68580	Grounds and Maintenance	\$24.98
124	BARRETT'S ECOWATER	0010381103122	Ellis Water Service	19001160 68580	Grounds and Maintenance	\$79.53	
1323	MENARDS	51407	Paper cups-Ellis House	19001160 68580	Grounds and Maintenance	\$10.47	
1323	MENARDS	55094	Trash bags, cleaner, fabreeze	19001160 68580	Grounds and Maintenance	\$25.45	

1323	MENARDS	55814	Cleaner, lightbulbs, bathroom spray	19001160 68580	Grounds and Maintenance	\$19.04
					<b>Sub-Total</b>	<b>\$338.34</b>
				<b>Ellis House</b>	<b>Total</b>	<b>\$390.22</b>
51	SYNCB/AMAZON	1C4K-1LVG-YK6R	Cat Food	19001164 63000	Animal Care & Supplies	\$30.79
51	SYNCB/AMAZON	1Y3Q-Y4JR-D6G4	Horse Feed	19001164 63000	Animal Care & Supplies	\$44.99
					<b>Sub-Total</b>	<b>\$75.78</b>
				<b>Ellis Riding Lessons</b>	<b>Total</b>	<b>\$75.78</b>
3985	ALEC DUDLEY	SecDepReturnEllis	Ellis Wedding Sec Dep Return	19001168 63040	Security Deposit Refund	\$300.00
					<b>Sub-Total</b>	<b>\$300.00</b>
				<b>Ellis Weddings</b>	<b>Total</b>	<b>\$300.00</b>
51	SYNCB/AMAZON	1NTD-CDYC- XD9W	Binder clips, paint, bags, animal supplies	19001179 63030	Program Supplies	\$65.97
					<b>Sub-Total</b>	<b>\$65.97</b>
				<b>Environ. Educ. Other Pblc</b>	<b>Total</b>	<b>\$65.97</b>
51	SYNCB/AMAZON	1NTD-CDYC- XD9W	Binder clips, paint, bags, animal supplies	19001178 63030	Program Supplies	\$28.18
					<b>Sub-Total</b>	<b>\$28.18</b>
3977	RITA CORONADO	NB Refund- Coronado	NB Refund-Quarterly Payment	19001178 63040	Security Deposit Refund	\$553.50
3978	KELLY SMITH	NB Refund-Smith	NB Quarterly Payment Refund	19001178 63040	Security Deposit Refund	\$553.50
3979	STEPHANIE AMOR- ARTEAGA	NB Refund- Arteaga	NB Quarterly Payment Refund	19001178 63040	Security Deposit Refund	\$435.63
					<b>Sub-Total</b>	<b>\$1,542.63</b>
				<b>Environmental Educ. Natri</b>	<b>Total</b>	<b>\$1,570.81</b>
1020	ILLINOIS STATE POLICE SERVICES FUND	MS110655810312 2	Background Checks	190011 62000	Office Supplies	\$10.00
					<b>Sub-Total</b>	<b>\$10.00</b>

**Ellis Riding Lessons**

**Ellis Weddings**

**Environ. Educ. Other  
Pblc Prg**

**Environmental Educ.  
Natri Beg.**

**Forest Preserve  
Director**

3262	WIGHT & COMPANY	210143-004	Subat Professional Services	190411 62150	Contractual Services	\$4,000.00
					<b>Sub-Total</b>	<b>\$4,000.00</b>
67	AMEREN ILLINOIS	278644400610312 2	Millbook S Electric	190011 63510	Electric	\$25.85
2047	COMED	936157800010312 2	ComEd Baker Woods	190011 63510	Electric	\$18.67
					<b>Sub-Total</b>	<b>\$44.52</b>
2838	SCOTT KOBAL	Lyon Young Floristic	Floristic Survey Lyon Young	190711 66500	Miscellaneous Expense	\$3,500.00
					<b>Sub-Total</b>	<b>\$3,500.00</b>
1199	KLUBER, INC.	8206	Pickerill Roofing Project	190711 68500	Project Fund Expenses	\$286.25
1323	MENARDS	51393	Roofing Materials	190711 68500	Project Fund Expenses	\$456.64
					<b>Sub-Total</b>	<b>\$742.89</b>
1199	KLUBER, INC.	8205	Pickerill Conversion	191311 70650	Professional Services (A&E)	\$2,514.26
					<b>Sub-Total</b>	<b>\$2,514.26</b>
				<b>Forest Preserve Director</b>	<b>Total</b>	<b>\$10,811.67</b>
1589	RAY'S REPAIR	07-4172	Gas Motor Repair	19001183 62160	Equipment	\$155.00
					<b>Sub-Total</b>	<b>\$155.00</b>
1655	SERVICE SANITATION, INC	50-493234103122	Portable Toilet Service	19001183 63070	Refuse Pickup	\$504.75
					<b>Sub-Total</b>	<b>\$504.75</b>
1452	NICOR	856626101211031 22	Nicor Millbrook S	19001183 63090	Natural Gas	\$164.17
1452	NICOR	879461100011031 22	Nicor Harris	19001183 63090	Natural Gas	\$172.91
					<b>Sub-Total</b>	<b>\$337.08</b>

**Grounds and Natural Resources**

1323	MENARDS	55047	Tarp	19001183	63110	Shop Supplies	\$13.46
				<b>Grounds and Natural</b>		<b>Sub-Total</b>	<b>\$73.46</b>
						<b>Total</b>	<b>\$1,010.29</b>
2062	VORTEX	6673	Calibration of flow meter	19001171	62270	Utilities	\$600.00
						<b>Sub-Total</b>	<b>\$600.00</b>
3533	SHANDRA TREMAIN	22-00277	MHL Sec Dep Return	19001171	63040	Security Deposit Refund	\$82.50
3940	YASMEEN MENDOZA	22-00218	MHL Sec Dep Return-Remaining balance	19001171	63040	Security Deposit Refund	\$35.00
3980	JACK & JILL CHICAGO CHAPTER	22-00241	Blazing and Moonseed Sec Dep Return	19001171	63040	Security Deposit Refund	\$200.00
3982	BAYLIE YARD	22-00195	MHL Sec Dep Return	19001171	63040	Security Deposit Refund	\$180.00
3983	LORI WELU	22-00219	MHL Sec Dep Return	19001171	63040	Security Deposit Refund	\$187.50
						<b>Sub-Total</b>	<b>\$685.00</b>
1452	NICOR	228270830271031	Nicor Hoover Shop	19001171	63090	Natural Gas	\$54.09
1452	NICOR	233366982971031	Nicor Rookery	19001171	63090	Natural Gas	\$64.84
1452	NICOR	246142036281031	Nicor Blazing Star	19001171	63090	Natural Gas	\$51.04
1452	NICOR	282352997331031	Nicor Moonseed	19001171	63090	Natural Gas	\$62.66
1452	NICOR	308310348941031	Nicor Kingfisher	19001171	63090	Natural Gas	\$73.41
1452	NICOR	509801971281031	Nicor Meadowhawk Lodge	19001171	63090	Natural Gas	\$59.84
1452	NICOR	723893741241031	Nicor Hoover Residence	19001171	63090	Natural Gas	\$48.76
1452	NICOR	885514011491031	Nicor Hoover Maintenance	19001171	63090	Natural Gas	\$6,956.00
						<b>Sub-Total</b>	<b>\$60.56</b>
						<b>Sub-Total</b>	<b>\$6,470.64</b>
2047	COMED	079367301510312	ComEd Hoover Multiple	19001171	63100	Electric	\$475.20
						<b>Sub-Total</b>	<b>\$557.27</b>

Hoover



Pickerill - Pigott		Hoover	Total	\$8,312.91
2047	COMED	93615480110312 2	ComEd Pickerill House	
		19001184 63100	Electric	\$226.76
			<i>Sub-Total</i>	<b>\$226.76</b>
		<b>Pickerill - Pigott</b>	<b>Total</b>	<b>\$226.76</b>
			<b>Grand Total</b>	<b>\$23,441.19</b>

Corrected Grand Total \$17,445.75

# Change Order 1

#939

**Date:** 27-Oct-22

**Project:** Fox River Bluffs

**Owner:** Kendall County Forest Preserve

**Contractor:** E. Hoffman Inc.

The following items shall be added and/or deducted from the overall scope of the project listed above. These shall become part of the contracted work by the general contractor and its' subcontractors. Work shall be paid for in the amount(s) listed below. No further payment beyond these amount(s) shall be considered. This change order shall not change the completion date of the project.

### Additions to Contract

Item #	Description	Price
<b>Total Additions:</b>		\$ -

### Deductions from Contract

Item #	Description	Price
10	Non-woven geotextile fabric at Parking Lot and Trail (to be used only with approval of Owner's Representative)	\$ (2,500.00)
<b>Total Deductions:</b>		\$ (2,500.00)

<b>Total Change:</b>		\$ (2,500.00)
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Original Contract Amount: \$ 246,791.50  
 Total Previous Change Orders: \$ -  
 Contract Total \$ 246,791.50  
 Additions this Change Order: \$ -  
 Deductions this Change Order: \$ (2,500.00)  
 Contract Total Including All Change Orders: \$ 244,291.50

**ACCEPTED:** \_\_\_\_\_  
 Contractor Signature Title Date

**APPROVED:** \_\_\_\_\_  
 Owner Signature Title Date

## Site Lease For Solar Installation

This SITE LEASE FOR SOLAR INSTALLATION (this “Lease”), dated as of November 1, 2022 (the “Effective Date”) is by and between ENRG-Nelnet, LLC, a Nebraska limited liability company (“Lessee”), and Kendall County Forest Preserve District (“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 fixtures 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 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  
E-Mail: [dguritz@co.kendall.il.us](mailto: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](mailto:Eric@GRNESolar.com)

With copy to:

ENRG-Nelnet, LLC  
Attn: Scott Gubbels and Alyssa Martin  
121 S. 13<sup>th</sup> Street, Suite 201  
Lincoln, NE 68508  
E-Mail: [Scott.Gubbels@nelnet.net](mailto:Scott.Gubbels@nelnet.net); [Alyssa.Martin@nelnet.net](mailto:Alyssa.Martin@nelnet.net)

**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 District

By: \_\_\_\_\_

Name: Judy Gilmour

Title: President

LESSEE

ENRG-Nelnet, LLC, a Nebraska 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 solely the rooftop of the pavilion structure adjacent to the Ken Pickerill Estate House located within the real property and structure thereon located at:

#### Parcel Identification Number: 05-02-400-029

That part of the East Half of Section 2, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 2; thence North 00° 30' 37" West, along the East Line of said Southeast Quarter, 2159.16 feet; thence North 00° 30' 37" West, along said East line, 148.77 feet to the Southerly Line of a Tract conveyed to Penelope P. Dann by Warranty Deed recorded as Document 200600023830 on August 4, 2006; thence North 62° 08' 01" West, along said Southerly Line, 490.95 feet; thence North 60° 57' 37" West, along said Southerly Line, 893.98 feet; thence North 63° 57' 06" West, along said Southerly Line, 460.90 feet; thence North 89° 25' 50" West, along said Southerly Line 303.18 feet to the Northeasterly Corner of a Tract conveyed to Five H, L.L.C. and described as Parcel One in a Warranty Deed recorded as Document 200100001972 on February 7, 2001 for a point of beginning; thence South 89° 25' 50" East, along the Southerly Line of said Dann Tract, 35.85 feet; thence South 55° 21' 45" East, 382.62 feet; thence South 26° 32' 02" East, 172.35 feet; thence South 86° 43' 02" East, 262.44 feet; thence South 03° 16' 58" West, 157.48 feet; thence South 40° 21' 04" East, 142.24 feet; thence South 49° 38' 56" West, 103.0 feet; thence North 60° 10' 23" West, 278.28 feet; thence North 23° 26' 07" West, 379.50 feet; thence North 55° 21' 45" West, 378.87 feet to the Easterly Line of said Five H, L.L.C. Tract; thence North 29° 25' 53" East, along the said Easterly Line, 20.0 feet to the point of beginning in Kendall Township, Kendall County, Illinois, and containing 2.3808 acres.

**EXHIBIT C**

**DESCRIPTION OF LEASED PREMISES**

“Leased Premises” are located at Pickerill-Pigott Forest Preserve 6350 A. Minkler Road Yorkville, IL 60560 and consists solely of a newly constructed raised stand-alone pavilion rooftop located adjacent to the Ken Pickerill Estate House within the parcel legally described below:

Parcel Identification Number: 05-02-400-029

(Brief Legal)

PT E 1/2 SEC 2-36-7, COM SE COR SE 1/4SD SEC, NW 2159.16, NW 148.77, NW 490.95, NW 893.98, NW 46.09, NW 303.18 FOR POB, SE 35.95, SE 383.62, SE 172.35, SE 262.44, SW 157.48, SE 142.24, SW 103, NW 278.28, NW 379.5, NW 378.87, NE 20 TO POB (2.38 AC)

And depicted graphically as follows. Any conflict between the legal description above and the graphic depiction below shall be resolved in favor of graphic depiction below insofar as the intention to construct under lease the solar array on the rooftop of the pavilion only

Graphic Depiction



 *Ken Pickerill Estate House Pavilion Roof – Location (Approximate)*

## SOLAR ENERGY POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (this “PPA” or “Agreement”) is made and entered into as of November 1, 2022 (the “Effective Date”), between ENRG-Nelnet, LLC, a Nebraska limited liability company (“Seller”) and Kendall County Forest Preserve District (“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 10<sup>th</sup> 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 (2<sup>nd</sup>) 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](mailto: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:

ENRG-Nelnet, LLC  
c/o Scott Gubbels and Alyssa Martin  
121 S. 13<sup>th</sup> Street, Suite 201  
Lincoln, NE 68508  
E-Mail: [Scott.Gubbels@nelnet.net](mailto:Scott.Gubbels@nelnet.net); [Alyssa.Martin@nelnet.net](mailto:Alyssa.Martin@nelnet.net)

## 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) 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 Services Contract. The Parties intend that this Agreement be treated as a “service contract” within the meaning of Section 7701(e) of the Internal Revenue Code.

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this 1st day of November, 2022:

BUYER

Kendall County Forest Preserve District

By: \_\_\_\_\_

Name: Judy Gilmour

Title: President

SELLER

ENRG-Nelnet, LLC, a Nebraska 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 (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>) 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

**David Guritz**

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**From:** Foust, Alyssa <Alyssa.Foust@nelnet.net>  
**Sent:** Tuesday, November 1, 2022 12:49 PM  
**To:** David Guritz  
**Cc:** Eric Gronwick; Shawn Ajazi  
**Subject:** [External]GRNE Contracting Entity

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.

Dave:

Great connecting with you, see below for the blurb as discussed. Including Eric and Shawn to ensure everyone is in the loop.

*“Due to a recent restructuring, GRNE has two operating divisions: GRNE-Nelnet, LLC (for installation and O&M services) and ENRG-Nelnet, LLC (for project development). As such, ENRG-Nelnet, LLC (an affiliate of GRNE) is the entity that will own the project and provide power pursuant to the PPA. The agreements (lease and PPA) will eventually be assigned to a wholly owned subsidiary specifically dedicated to this project (i.e., GRNE Solarfield 23, LLC). This is a matter of internal structuring and will not affect performance of GRNE’s obligations under the agreements.”*

Don’t hesitate to reach out if you have any further questions or need anything else!

All the best,

Alyssa



**Alyssa Foust**

Associate Legal Counsel

**Nelnet Renewable Energy** Tax & Renewable Energy

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# Kendall County Forest Preserve District

2022 – 2023

## Package Insurance Proposal

Presented on October 14, 2022 by:

Daniel Mackey  
Senior Vice President

Dane Mall  
Lead Public Entity Risk Advisor  
Account Executive

Samantha Shock-Ford CIRS, AINS  
Account Manager- Lead

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## Your Service Team

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## Executive Summary

The Public Entity Professionals of Alliant Insurance Services, Inc. are thankful for the opportunity to present the December 1<sup>st</sup>, 2022 to December 1<sup>st</sup>, 2023 property and casualty insurance renewal proposal to Kendall County Forest Preserve District (KCFPD). Despite the pandemic largely in the rearview mirror, the economic aftermath continues to challenge all aspects of lives as a recession looms and inflation increases costs to consumers and businesses across the spectrum. Amid this backdrop--- public entities, like KCFPD, will continue to feel the impact of these economic conditions in a variety of ways. Notably, the property and casualty insurance marketplace will continue to be influenced by these economic challenges and other contributing factors related to climate change, societal conflict and available insurance market capacity.

### State of the Insurance Marketplace

Inflation, loss pressures, supply chain issues, replacement costs, and political risks continue to be factors in market projections on most lines of coverage. Rate increases are expected to continue in an attempt to offset these factors. Law enforcement liability, cyber threats and continued severe global weather-related property losses are not subsiding and are having a prolonged impact on the insurance marketplace for public entities. The risk appetite of insurance carriers for public entity liability risks has diminished considerably over the last few years and there are no remarkable signs that the market is improving.

Primary factors driving market conditions include:

- **Excess Liability** impacted by social inflation and out-of-control “nuclear verdicts” are driving costs (e.g. \$33.5 million Cook County verdict in 2022 involving police pursuit and \$21.5 million verdict involving the drowning of a boy in a park district camp) and a limited number of carriers that are willing to underwrite public entity liability exposures.
- **Law Enforcement Liability** continues to be a key concern for public entity underwriters. Police liability claims are increasingly difficult to win at trial. Continued pressure to erode and/or remove immunities are creating uncertainty. Police Reform and Qualified Immunity will continue to have ramifications on the insurance market. As a result, standalone law enforcement liability policies are being required for some counties and cities.
- **Employment-Related Liability** social movements are likely to continue to play a part in employment litigation and EPL claims in 2023. Empowered employees are more readily calling out inappropriate workplace conduct, which has contributed to a 50% rise in sexual harassment lawsuits against employers in the last five years, according to the U.S. Equal Employment Opportunity Commission (EEOC).

- **Cyber Liability** in the past three years, the number of cyber insurance claims reported in the United States rose by 100% per year according to Fitch Ratings. Higher premiums for public organizations are a result of rising demand for coverage amid more frequent and costly cybercrime incidents — often ransomware attacks. Public Entity has been the most successfully targeted sector in terms of penetration by the attackers and the frequency of attacks. Insurers have had to payout more, which has led to higher premiums and tightened standards for obtaining coverage. Carriers are lowering limits on coverage (i.e. ransomware) and the number of carriers writing public entities is shrinking.
- **Property** claims, once considered short tail losses, are now taking longer to bring to resolution due to supply chain issues and labor shortages, which is increasing claim values. “Insurance to Value” is a concern for underwriters as labor shortages, material costs, and supply chain interruption has increased reconstruction costs nearly 6% from 2020 to 2021. No state was immune to this trend, with individual states experiencing anywhere from 3.4% to 9.72% increases. The country’s infrastructure is also aging, which has an outsized impact on public entity property programs. Despite these factors, the property marketplace is showing signs of stabilization.
- **Workers’ Compensation** has not currently been impacted negatively since the payroll exposure base adjusts automatically for wage inflation and medical prices have not followed the overall 9% consumer inflation. Workers’ compensations largely driven by individual client loss experience.

## Renewal Summary

### Insurance Renewal

As one of the largest intermediaries with ICRMT, we were successful in negotiating an overall flat rate with premium pricing being driven by the increases in the KCFPD’s exposures as indicated below. The overall total premium increase is \$4,770 (7.7%) for the property and liability coverage, in comparison to the 12/1/2022 to 12/1/2023 policy term. It is important to note that decreases in premium pricing in today’s insurance marketplace are extremely rare. Overall loss experience for the District remains favorable across all lines of coverage. Exposure-driven factors that influenced the renewal, most notably, are the following.

- **Property Values-** While the District’s building values have remained consistent, property rate increases are driving the District’s premium increase. ICRMT increased the District’s property values by 7%.
- **Inland Marine-** equipment values increased slightly by 1.56%
- **Workers’ Compensation-** Payroll increase of 11% (\$77,980)

- Workers' Compensation- The District's experience modification rate decreased slightly by .01 (2020-2021: .85; 2021-2022: .93, 2022- 2023: .92)

### Conclusion

As always, Dave Guritz was very helpful in promptly providing underwriting data in an organized fashion to enable a quick and timely renewal proposal.

The District's continued insurance carrier partnership with ICRMT continues to be advantageous over the short and long-term with respect to coverage, services and pricing when most public entities, in Illinois and across the country, are continuing to experience significant increases and significant limitations of coverage.

Thank you so much for the opportunity to present the renewal results. We at Alliant Insurance Services, Inc. are very pleased with the renewal results in light of the extremely challenging and unprecedented economic and society times. We are very excited for the coming year to service the District's property & casualty insurance needs.

We welcome discussion regarding this proposal and thank you for the privilege of partnering with the Kendall County Forest Preserve District.

## Premium Summary

	Expiring Annual Premium 12/1/2021 to 12/1/2022	Renewal Premium 12/1/2022 to 12/1/2023	Incr/Dec
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### Premium - Annualized

<b>Property &amp; Liability Package Premium</b>	\$ 45,846	\$ 48,496	5.780%
<b>Workers Comp Premium</b>	\$ 15,994	\$ 18,114	13.25%
<b>ICRMT- Sub-Total Premium</b>	\$ 61,840	\$ 66,610	7.71%
<b>Cyber Liability (Provided by County )</b>	\$ -	\$ -	0%
<b>Total Program Premium</b>	\$ 61,840	\$ 66,610	7.71%

### Exposure Changes

			Incr/Dec
<b>Building Values</b>	\$ 10,706,254	\$ 11,455,692	7.00%
<b>Contents</b>	\$ 477,400	\$ 477,400	0%
<b>Mobile Equipment</b>	\$ 251,252	\$ 255,161	1.56%
<b>Total Values</b>	\$ 11,183,654	\$ 11,933,092	6.70%
<b>Payroll</b>	\$ 721,198	\$ 799,178	11%
<b>Vehicles</b>	11	11	0%
<b>Experience Modifier</b>	0.93	0.92	-1%

## Workers Compensation Premium Basis

ST Classification	Code	12/1/2021-2022 ICRMT- Pre Audit			12/1/2022-2023 ICRMT- Renewal Payroll @ Expiring Rates			12/1/2022-2023 RENEWAL ICRMT		
		Payroll	Rate	Premium	Payroll	Rate	Premium	Payroll	Rate	Premium
IL Farm: Cattle or Livestock Raising NOC & Drivers	0083	\$ 67,535	5.16	\$ 3,485	\$ 74,579	5.16	\$ 3,848	\$ 74,579	5.67	\$ 4,229
IL Clerical	8810	\$ 180,333	0.5	\$ 902	\$ 161,571	0.5	\$ 808	\$ 161,571	0.44	\$ 711
IL Teachers/College/Professional	8868	\$ 137,463	0.39	\$ 536	\$ 177,718	0.39	\$ 693	\$ 177,718	0.34	\$ 604
IL Parks	9102	\$ 335,867	4.94	\$ 16,592	\$ 385,310	4.94	\$ 19,034	\$ 385,310	5.83	\$ 22,464
		<b>\$ 721,198</b>		<b>\$ 21,515</b>	<b>\$ 799,177</b>		<b>\$ 24,383</b>	<b>\$ 799,177</b>		<b>\$ 28,008</b>
Increased Limit Multiplier			1.02	\$ 21,945		1.02	\$ 24,871		1.02	\$ 28,568
Minimum Premium		\$ 1,000		\$ 21,945	\$ 1,000		\$ 24,871	\$ 1,000		
Experience Modifier			0.93	\$ 20,409		0.93	\$ 23,130		0.92	\$ 26,283
Schedule Modifier			0.85	\$ 17,348		0.85	\$ 19,660		0.75	\$ 19,712
Premium Discount			7.80%	\$ 1,353		7.80%	\$ 1,534		8.10%	\$ 1,597
			<b>TOTAL</b>	<b>\$ 15,995</b>		<b>TOTAL</b>	<b>\$ 18,127</b>		<b>TOTAL</b>	<b>\$ 18,115</b>

## Named Insured / Additional Named Insureds

### Named Insured(s)

Kendall County Forest Preserve District

### Additional Named Insured(s)

None

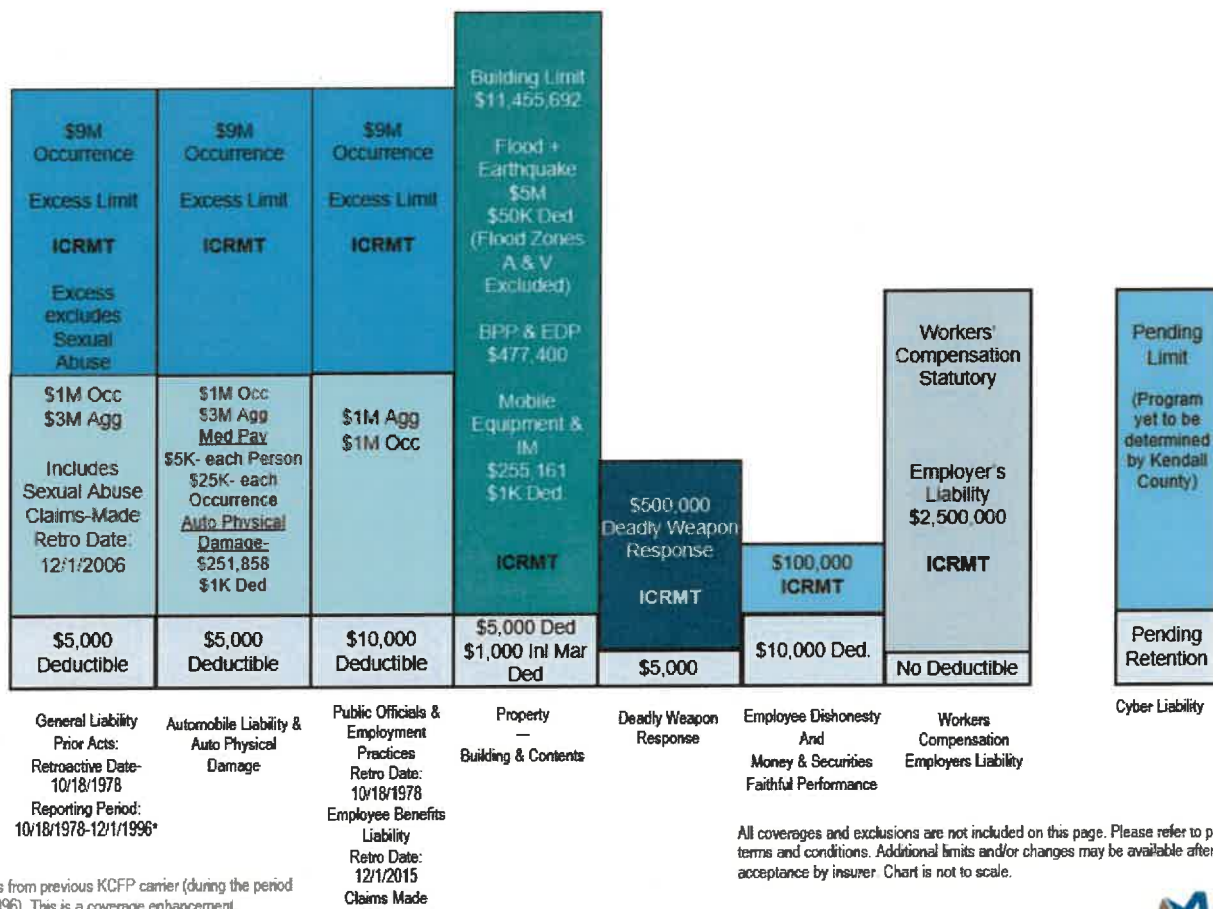
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### NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

## Coverage Tower

12/1/2022 to 12/1/2023



## Line of Coverage

### Package Coverage

**INSURANCE COMPANY:**

**A.M. BEST RATING:**

**STANDARD & POOR'S RATING:**

**POLICY/COVERAGE TERM:**

Illinois Counties Risk Management Trust

Not Rated

Not Rated

December 1, 2022 to December 1, 2023

**Coverage Form:**

- ICRMT Liability Form - ICRMT 1100 12-20
- ICRMT Property Form - ICRMT 1200 07-21
- ICRMT Equipment Breakdown Form – ICRMT 1300 12-20
- ICRMT Crime Form - ICRMT 1400 07-21
- ICRMT Workers Compensation Form – ICRMT 1500 12-13

### GENERAL LIABILITY

**Limits:**

Each Occurrence	\$ 1,000,000
General Annual Aggregate	\$ 3,000,000
Products/Completed Operations Annual Aggregate	\$ 1,000,000
Advertising and Personal Injury	\$ 1,000,000
Premises Medical Payments	
Each Person	\$ 5,000
Each Occurrence	\$ 50,000
Sexual Abuse Liability – Claims Made	
Each Occurrence	\$ 100,000
Annual Aggregate	\$ 100,000
Innocent Party Defense Coverage	Included

**Prior Acts:**

Retroactive Date	October 18, 1978
Limit of Liability is Equal to Limit Previously Carried	
Reporting Period	October 18, 1978 to December 1, 1996
Retroactive Date - Sexual Abuse Liability	December 1, 2006



Package Coverage - Continued

<b>Deductible:</b>	\$ 5,000 each occurrence
Sexual Abuse Liability	\$ 5,000
<b>Coverages Include:</b>	<ul style="list-style-type: none"> <li>• Liquor Liability</li> <li>• Medical Professional (Excluding Doctors &amp; Dentists)</li> <li>• Special Events</li> <li>• Terrorism</li> <li>• Volunteers</li> <li>• Non-Auditable</li> <li>• Herbicides &amp; Pesticides - \$50,000 Coverage Limits</li> <li>• Premises Liability</li> </ul>

**VIOLENT EVENT RESPONSE COVERAGE**

<b>Limits:</b>	\$ 500,000
Per Event Limit	\$ 500,000
Annual Aggregate Limit	
<b>Deductible:</b>	\$ 5,000 each occurrence
<b>Coverages Include:</b>	<ul style="list-style-type: none"> <li>• Crisis Investigation</li> <li>• Personal Crisis Management Event Response Team</li> <li>• Crisis Communication Support, Media Management, Public Relations</li> <li>• Temporary Security Measures</li> <li>• The following Sub limited Coverages:             <ul style="list-style-type: none"> <li>○ Medical Expenses \$25,000 Per Person</li> <li>○ Counseling Service Expenses \$10,000 Per Person</li> <li>○ Funeral Service Expenses \$15,000 Per Person</li> <li>○ Per Event Crisis Team Services \$100,000</li> <li>○ Memorialization Expenses \$250,000</li> </ul> </li> </ul>

Package Coverage - Continued

**AUTO LIABILITY & PHYSICAL DAMAGE**

**Limits:**

Auto Liability	
Each Occurrence	\$ 1,000,000
Auto Medical Payments	
Each Person	\$ 5,000
Each Occurrence	\$ 25,000
Uninsured & Underinsured Motorist Liability	
Each Occurrence	\$ 100,000
Auto Physical Damage	
Total Scheduled Value	\$ 251,858
Total Agreed Value	\$ 0
Number of Vehicles	11

**Deductible:**

Auto Liability	\$ 5,000	each occurrence
Uninsured & Underinsured Motorist Liability	\$ 0	
Auto Physical Damage		
Comprehensive Per Loss	\$ 5,000	
Collision Per Loss	\$ 5,000	

**Coverages Include:**

- Automatic Liability for Newly Acquired Vehicles (Non-Auditable) Included
- Newly Acquired Automobiles Physical Damage (Non-Auditable) \$500,000
- Hired/Non-Owned Liability Included
- Hired Auto Physical Damage Included
- Garagekeepers Legal Liability – per Occurrence \$100,000
- Pollution Caused by Upset/Overturn Included
- Commandeered Autos Included
- Loss of Use and Lease Gap Coverage Included
- Rental Reimbursement Included

Package Coverage - Continued

**PUBLIC OFFICIALS LIABILITY**

<b>Limits:</b>	
Each Occurrence	\$ 1,000,000
Annual Aggregate	\$ 1,000,000
<b>Limits – Continued:</b>	
Employment Practice Liability	Included
Employee Benefits Liability	Included
<b>Retroactive Date:</b>	October 18, 1978
Employment Practice Liability	October 18, 1978
Employee Benefits Liability	December 1, 2015
<b>Deductible:</b>	\$ 10,000
<b>Coverages Include:</b>	<ul style="list-style-type: none"> <li>• Employee Wage Reimbursement               <ul style="list-style-type: none"> <li>○ Each Occurrence \$10,000</li> <li>○ Annual Aggregate \$20,000</li> </ul> </li> <li>• Non-Monetary Legal Defense               <ul style="list-style-type: none"> <li>○ Each Occurrence \$50,000</li> <li>○ Annual Aggregate \$50,000</li> </ul> </li> <li>• Sexual Harassment</li> <li>• Discrimination</li> <li>• Wrongful Termination</li> <li>• FOIA/Open Meetings Act</li> <li>• Attorney’s Professional</li> </ul>

**EXCESS LIABILITY**

<b>Limits:</b>	
General Liability	\$ 9,000,000
Auto Liability	\$ 9,000,000
Public Officials (Claims Made)	\$ 9,000,000
<b>Underlying Limits:</b>	
General Liability	\$1,000,000/\$3,000,000
Auto Liability	\$1,000,000
Public Officials (Claims Made)	\$1,000,000/\$1,000,000

Package Coverage - Continued

**Coverages Excluded:**

- Sanitary Sewer Backup
- Sexual Abuse
- Uninsured/Underinsured Motorist Coverage
- Workers Compensation and Employers Liability
- Unmanned Aircraft
- Cyber Liability

**Coverages Excluded – Continued:**

- Claims arising out of the actual or alleged transmission of a communicable disease or virus.

**PROPERTY**

**Limits:**

Building Value	\$ 11,455,692
Business Personal Property Including Stationary EDP	\$ 477,400
Personal Property of Others	\$ 100,000
Newly Constructed or Acquired Property	\$ 1,000,000
Footbridges	\$ 100,000
Covered Property in Transit	\$ 1,000,000
Additional Property Coverages	
Earthquake (including mine subsidence)	\$ 5,000,000
Program Aggregate	\$ 250,000,000
Flood	\$ 5,000,000
Program Aggregate (Excluding Flood Zone A and V)	\$ 250,000,000
Covered Costs & Expenses	
Business Income/Extra Expense	\$ 1,000,000
Business Income/Extra Expense Increased Limits	\$ 0
Course of Construction (Builders Risk)	\$ 1,000,000
Debris Removal (whichever is greater)	25% or \$500,000
Pollutant Cleanup and Removal, aggregate in any one Policy Year	\$ 100,000
Fire Department Service Charge	\$ 5,000
Fire Protection Equipment Discharge	\$ 5,000
Ordinance or Law Coverage	\$ 10,000,000
Preservation of Property	\$ 100,000
Protection of Property	\$ 100,000
Supplement Coverage	
Unnamed Locations - Unintentional E&O	\$ 1,000,000

Package Coverage - Continued

Communication Towers	\$	100,000	
Tree, Shrubs, and Plants are subject to a maximum per item of			
Per Item	\$	25,000	
Per Occurrence	\$	100,000	
<b>Limits – Continued:</b>			
Golf Course Tees and Greens			
Per Item	\$	25,000	
Per Occurrence	\$	100,000	
Interruption of Computer Operations			
Per occurrence	\$	50,000	
Annual Aggregate	\$	100,000	
Personal Effects	\$	100,000	
Retaining Walls and Other Outdoor Walls	\$	10,000	
Underground Sprinkler System	\$	100,000	
Utility Services - Direct Damage	\$	1,000,000	
Utility Services - Time Element	\$	1,000,000	
Limited Fungus/Fungi, Wet Rot, and Dry Rot Coverage			
Direct Damage	\$	15,000	
Business Income and Extra Expense	\$	15,000	
Extra Expense Number of Days		30 days	
Ancillary Buildings	\$	10,000	
Sewer Backup	\$	250,000	
Outdoor Property	\$	100,000	
			Including but not limited to Fences, Light Fixtures /Poles, Road Signs, Non-Utility Poles, Fountains, Monuments, Goal Posts, Playground Equipment, Scoreboards, Benches, Statues, Fire Hydrants, Traffic Lights/Control Boxes, Bleachers, Ticket Booths, Dugouts, Bike Racks
<b>Deductible:</b>			
Covered Property	\$	5,000	
Earthquake (including mine subsidence)		\$50,000 or 5% of the damaged location; whichever is greater	
Flood	\$	50,000 per occurrence	
All Supplemental Property Coverages	\$	5,000 minimum	

Package Coverage - Continued

**MOBILE EQUIPMENT & MISC. ARTICLES**

<b>Limits:</b>		
Mobile Equipment greater than or equal to \$10,000 per item	\$	176,232
<b>Limits – Continued:</b>		
Mobile Equipment less than \$10,000 per item	\$	78,929
Covered Costs & Expenses:		
Fine Arts	\$	1,000,000
Accounts Receivable	\$	1,000,000
Valuable Papers and Records	\$	1,000,000
Contractors Equipment Non-Owned		
Per Item	\$	100,000
Per Occurrence	\$	250,000
Rental Expense Reimbursement	\$	100,000
Pollutant Clean-Up	\$	10,000
Fire Department Equipment	\$	50,000
Musical Instruments, Athletic Equipment & Uniforms	\$	500,000
Unscheduled Watercrafts	\$	100,000
<b>Deductible:</b>	\$	5,000

**EQUIPMENT BREAKDOWN**

<b>Limits:</b>		
Total Building and Contents Value	\$	11,933,092
Coverage Extension		
Combined Business Income		Included
Combined Extra Expense		Included
Spoilage Damage		Included
Utility Interruption - Time Element	\$	10,000,000
Electronic Data or Media	\$	10,000,000
Expediting Expenses		Included
Hazardous Substance, Contamination, Pollutants	\$	10,000,000
Ordinance or Law	\$	10,000,000
Newly Acquired Property	\$	1,000,000
Debris Removal		25% or \$500,000

Package Coverage - Continued

Water Damage	Included
Emergency Power Generating Equipment 1,000 kw or less	Included
Non Emergency Power Generating Equipment	Excluded
<b>Deductible:</b>	\$ 5,000
BI/EE & Utility Interruption	24 Hours

**CRIME**

<b>Limits:</b>	
Blanket Employee Dishonesty	\$ 500,000
Loss Inside the Premises - Money & Securities	\$ 500,000
Loss Outside the Premises	\$ 500,000
Money Orders and Counterfeit Currency	\$ 500,000
Depositors Forgery or Alterations	\$ 500,000
Computer Fraud	\$ 500,000
Funds Transfer Fraud	\$ 500,000
Social Engineering/False Pretenses	\$ 50,000
<b>Deductible:</b>	\$ 10,000

**WORKERS' COMPENSATION**

<b>Limits:</b>	
Workers' Compensation	Statutory
Employer's Liability Limit	
Each Accident	\$ 2,500,000
Each Employee for Disease	\$ 2,500,000
<b>Deductible:</b>	\$ 0

**ICRMT Features and Benefits:**

- Volunteers Covered
- Payrolls are subject to an annual audit
- Enhanced Case Management
- Tailored Risk Management Services
- Online Claims Reporting
- Crisis Management Assistance
- Terrorism Coverage Included

Package Coverage - Continued

- ICRMT Trust Agreement contains a resolution making the program non-assessable



## Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

## NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

## Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at [www.alliant.com](http://www.alliant.com), and contact your Alliant service team should you have any questions.

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## Other Disclosures / Disclaimers

### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### NRRA:

*(Applicable if the insurance company is non-admitted)*

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

## Other Disclosures / Disclaimers - Continued

### Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

### Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

## Other Disclosures / Disclaimers - Continued

### Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

***See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.***

## Optional Coverages

The following represents a list of insurance coverages that may not be included in this proposal, but are optional and may be available with further underwriting information.

### Target Coverages

**CRIME** (may include Employee Dishonesty, Computer Fraud, Social Engineering, etc.)

**CYBER RISK**

**UMBRELLA** (Increased Liability Limits)

**FLOOD INSURANCE**

**MANAGEMENT LIABILITY**

Directors & Officers Liability  
Employment Practices Liability  
Fiduciary Liability

### Other Coverage Options

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

Business Income/Extra Expense	Non-Owned & Hired Automobile Liability
Earthquake	Pollution Liability
Employed Lawyers	Owned/Non-Owned Aircraft
Employee Benefits Liability	Owned Watercraft
Equipment Breakdown	Professional Liability
Food Borne Illness	Property in Transit
Foreign Insurance	Property of Others (Clients, Employees, Other)
Garagekeepers Liability	Special Events Liability
Hired Auto Physical Damage	Spoilage
Kidnap & Ransom	Student Accident
Law Enforcement Liability	Volunteer Accidental Death & Dismemberment (AD&D)
Media and Publishers Liability	Workers Compensation & Employers Liability
Network Security / Privacy Liability and Internet Media Liability	Workplace Violence

### Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance policies:

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

## Request to Bind Coverage

Kendall County Forest Preserve District

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Package	<input type="checkbox"/>

**Did you know that Alliant works with premium financing companies?  
Are you interested in financing your annual premium?**

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
<input type="checkbox"/>	<input type="checkbox"/>

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

_____ <b>Signature of Authorized Insured Representative</b>	_____ <b>Date</b>
_____ <b>Title</b>	
_____ <b>Printed / Typed Name</b>	

**This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.**

Quote(s)

# ILLINOIS COUNTIES RISK MANAGEMENT TRUST

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## INSURANCE PROGRAM RENEWAL



## Kendall County Forest Preserve District

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**PRESENTED BY:**

Alliant Mesirow Insurance Services

**POLICY YEAR:**

DEC 01, 2022 - DEC 01, 2023

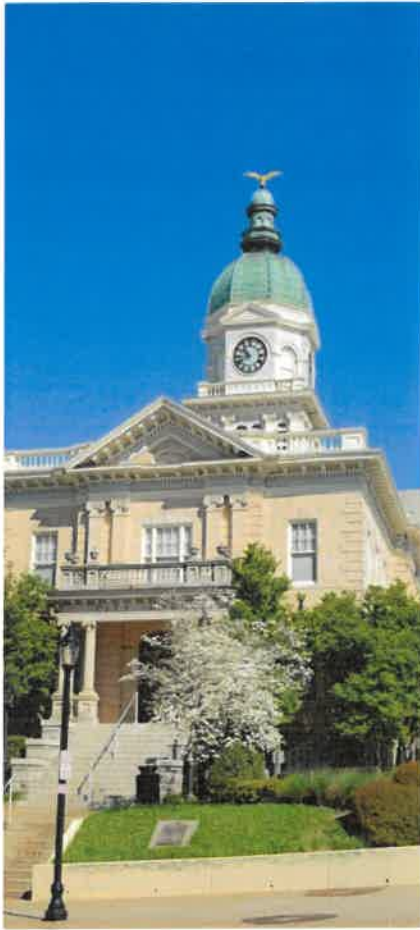
**Quote Number:**

R2-1000669-2223-01

**ADMINISTERED BY:**







## ABOUT ICRMT

*Providing insurance and risk management services to Illinois Public Entities since 1983.*

Illinois Counties Risk Management Trust (ICRMT) is one of the leading insurance programs in Illinois, providing property, and workers' compensation coverages for Illinois public entities since 1983. Owned by its members and administered by IPMG, ICRMT provides an integrated approach to risk management, claims administration, and underwriting tailored to fit the needs of your entity. ICRMT provides broad coverage and the most comprehensive service package specifically designed to protect the entity's exposures and budgetary constraints.



*Size: 425+ Members*



*Retention Rate: 97%*



*Total Premium: \$102+ Million*



## PROGRAM MANAGEMENT

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PROVIDED BY INSURANCE PROGRAM MANAGERS GROUP

### ACCOUNT EXECUTIVES

**JEFF WEBER**

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314.293.9707

**BOB SPRING**

Sr. VP - Public Entity Practice  
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**KYLE SHELL**

Account Executive  
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### UNDERWRITING

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**KRISTEN TRACY**

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**DANIEL KOLE**

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### PROGRAM ADMINISTRATION

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**KIM DIEDERICH**

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**TIM OLSON**

ICRMT Administrative Assistant  
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630.485.5924



## RISK MANAGEMENT & LOSS CONTROL SERVICES

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ICRMT Risk Management Services consultants deliver a catalog of resources with material expertise in public entity risk management. The staff has field-based experts in clinical medicine, physical therapy, and advanced degree safety experts. ICRMT's risk consultants have a background working in local law enforcement, fire, and emergency medical services.

The RMS consultants work with each entity to facilitate risk mitigation efforts through policy, training and engineering controls. These controls are delivered onsite and through online training options. ICRMT RMS consultants provide policy and training solutions for all lines of coverage with focus on industry and client loss trends and emerging risks.

### SERVICES INCLUDED:

- Use of Force Training
- Jail Policies and Procedures Audits
- Policy and Procedure Implementation
- Auto/Driving Exposure Evaluation
- Employment Practices Strategies, Education, and Training
- Safety Committee Development
- Hiring and Management Strategies
- Law Enforcement Seminars
- Fire Fighter/EMS Training
- Regulatory Compliances
- Essential Functions Testing Policy
- Background Check Policy
- Supervisors/Leadership Development
- Loss Analysis and Trending
- Slip and Fall Prevention Program
- Supervisory/Personnel Safety Training
- Accident Investigation Training
- Hazard Communication Training
- Blood Born Pathogens Training



## RISK MANAGEMENT & LOSS CONTROL CONSULTANTS

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### **BRIAN DEVLIN**

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### **MARK BELL**

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### **JEFF BACIDORE**

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### **DAN LUTTRELL**

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### **JOSH BLACKWELL**

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### **BEN HARMENING**

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### **KEVIN MADEIRA**

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630.485.1065

### **BRANDON BEYER**

Risk Management Support Specialist  
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630.485.5954



## CLAIMS MANAGEMENT SERVICES

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IPMG Claims Management Services offers a full-service claims team specializing in the public entity sector. IPMG CMS services claims for property, casualty and workers compensation claims.

IPMG CMS has a staff of 39 including 21 seasoned claims professionals with an average claims experience of over ten years. IPMG CMS's leadership team boasts well over 20 years of experience. IPMG CMS's staff specializes in program business, including unique self-insured retention structures.

### SERVICES INCLUDED:

- Dedicated service adjuster approach, which promotes service continuity and trust
- On-line claim reporting and investigation tool through In-Sight with loss experience access
- On-line claim review and claim report generation
- 24-hour contact on every new claim submission
- Clients are updated on all critical events and participate in all major claims decisions
- Quarterly claim file reviews
- Data analytics to quickly identify potential high cost claims
- Tailor made service plans
- Nurse Case Management

### CONTACT:

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**DONNA FROMM**  
WC Claims Director  
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**SUSANNE SKJERSETH**  
PC Claims Manager  
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314.293.9723



## ICRMT FEATURES AND BENEFITS

### Program Highlights

- Property and Casualty Policy is Non-Auditable
- Terrorism Coverage Included
- The ICRMT Trust Agreement contains a Resolution by the Executive Board making the program Non-Assessable
- Specialized Law Enforcement Risk Management Services
- Open Door Legal Consultation
- Tailored Risk Management Services
- Professional Property Appraisals
- Online Claims Reporting
- Crisis Management Assistance
- Enhanced Case Management
- PEDDA Coverage Available
- Unemployment Insurance Program

### Who is an Insured

- An individual while appointed as a director or executive officer
- A volunteer, unpaid worker, leased or temporary worker
- A board member, commissioner, trustee, or council person
- An employee or staff member
- An elected or appointed official or a member of your governing body, board, commission, council or agency of yours
- A partnership or Joint Venture, including a mutual assistance pact, joint powers agreement or similar agreement
- Your Medical Directors in conjunction with the medical facilities covered under this Policy, but only with respect to their administrative duties on your behalf.

Visit our page for more information:

[www.ICRMT.com](http://www.ICRMT.com)

This is a summary of coverages provided. Please refer to the full policy for complete coverage, exclusions, and terms & conditions.



## COVERAGE SUMMARY: GENERAL LIABILITY

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### GENERAL LIABILITY

### LIMITS

Each Occurrence	\$1,000,000
General Annual Aggregate	\$3,000,000
Products/Completed Operations Annual Aggregate	\$1,000,000
Advertising and Personal Injury	\$1,000,000
Premises Medical Payments	
Each Person	\$5,000
Each Occurrence	\$50,000

### Prior Acts

Retroactive Date: **10/18/1978**  
 Limit of Liability is Equal to Limit Previously Carried  
 Reporting Period: **10/18/1978 - 12/01/1996**

**Deductible: \$5,000 each occurrence**

### Sexual Abuse Liability – Claims Made

Each Occurrence	\$100,000
Annual Aggregate	\$100,000
Retroactive Date:	<b>12/01/2006</b>
Innocent Party Defense Coverage Included	

**Deductible: \$5,000**

### COVERAGES INCLUDE

- Liquor Liability
- Medical Professional (Excluding Doctors & Dentists)
- Special Events
- Terrorism
- Volunteers
- Non-Auditable
- Herbicides & Pesticides - \$50,000 Coverage Limits
- Premises Liability



## COVERAGE SUMMARY: VIOLENT EVENT RESPONSE COVERAGE

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### COVERAGE

### LIMITS

- Violent Event Response Coverage	\$500,000/\$500,000
- Crisis Investigation	Included
- Personal Crisis Management Event Response Team	Included
- Crisis Communication Support, Media Management, Public Relations	Included
- Temporary Security Measures	Included
- The following Sublimited Coverages:	
o Medical Expenses	\$25,000 Per Person
o Counseling Service Expenses	\$10,000 Per Person
o Funeral Service Expenses	\$15,000 Per Person
o Per Event Crisis Team Services	\$100,000
o Memorialization Expenses	\$250,000

**Deductible: \$5,000 each occurrence**

This is addition to the standard liability coverages offered under this policy.





## COVERAGE SUMMARY: AUTO LIABILITY & PHYSICAL DAMAGE

### AUTO LIABILITY

	LIMITS
Each Occurrence	\$1,000,000
Auto Medical Payments	
Each Person	\$5,000
Each Occurrence	\$25,000

**Deductible: \$5,000 each occurrence**

### UNINSURED & UNDERINSURED MOTORIST LIABILITY

Each Occurrence	\$100,000
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**Deductible: \$0**

### AUTO PHYSICAL DAMAGE

Total Scheduled Value	\$251,858
Total Agreed Value	\$0
Number of Vehicles	11

**Comprehensive Per Loss Deductible: \$5,000**

**Collision Per Loss Deductible: \$5,000**

*\*Or as indicated on the Schedule*

### COVERAGES INCLUDE

• Automatic Liability for Newly Acquired Vehicles (Non-Auditable)	Included
• Newly Acquired Automobiles Physical Damage (Non-Auditable)	\$500,000
• Hired/Non-Owned Liability	Included
• Hired Auto Physical Damage	Included
• Garagekeepers Legal Liability - per Occurrence	\$100,000
• Pollution Caused by Upset/Overturn	Included
• Commandeered Autos	Included
• Loss of Use and Lease Gap Coverage	Included
• Rental Reimbursement	Included



## COVERAGE SUMMARY: PUBLIC OFFICIALS LIABILITY

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### PUBLIC OFFICIALS LIABILITY - CLAIMS MADE

	LIMITS
Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

Retroactive Date: **10/18/1978**

**Deductible: \$10,000 each occurrence**

### EMPLOYMENT PRACTICES LIABILITY - CLAIMS MADE

Each Occurrence	Included
Annual Aggregate	Included

Retroactive Date: **10/18/1978**

**Deductible: \$10,000 each occurrence**

### EMPLOYEE BENEFITS LIABILITY

Each Occurrence	Included
Annual Aggregate	Included

Retroactive Date: **12/01/2015**

**Deductible: \$10,000 each occurrence**

### COVERAGES INCLUDE

- Employee Wage Reimbursement
  - Each Occurrence \$10,000
  - Annual Aggregate \$20,000
- Non-Monetary Legal Defense
  - Each Occurrence \$50,000
  - Annual Aggregate \$50,000
- Sexual Harassment
- Discrimination
- Wrongful Termination
- FOIA/Open Meetings Act



## COVERAGE SUMMARY: EXCESS LIABILITY

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Coverage	Underlying Limits	Excess Limit
General Liability	\$1,000,000/\$3,000,000	\$9,000,000
Auto Liability	\$1,000,000	\$9,000,000
Public Officials (Claims Made)	\$1,000,000/\$1,000,000	\$9,000,000

### COVERAGES EXCLUDED

- Sanitary Sewer Backup
- Sexual Abuse
- Uninsured/Underinsured Motorist Coverage
- Workers Compensation and Employers Liability
- Unmanned Aircraft
- Cyber Liability
- Claims arising out of the actual or alleged transmission of a communicable disease or virus.



## COVERAGE SUMMARY: PROPERTY

**LIMITS OF INSURANCE:** In no event shall liability in any one occurrence for any one Building, and one Structure or Business Personal Property at any one location exceed 125% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with the Trust, nor shall liability exceed any specific Limit of Insurance applying to any Insured, Loss, coverage or location(s).

### COVERED PROPERTY

### LIMITS

Building Value	\$11,455,692
Business Personal Property Including Stationary EDP	\$477,400
Personal Property of Others	\$100,000
Newly Constructed or Aquired Property	\$1,000,000
Footbridges	\$100,000
Covered Property in Transit	\$1,000,000

**Deductible: \$5,000**

**\*Or as indicated on the Schedule**

### ADDITIONAL PROPERTY COVERAGES

Earthquake (including mine subsidence)	\$5,000,000
Program Aggregate	\$250,000,000

**Deductible: \$50,000 or 5% of the damaged location; whichever is greater**

Flood	\$5,000,000
Program Aggregate (Excluding Flood Zone A and V)	\$250,000,000

**Deductible: \$50,000 per occurrence**

### COVERED COSTS & EXPENSES

Business Income/Extra Expense	\$1,000,000
Business Income/Extra Expense Increased Limits	\$0
Course of Construction (Builders Risk)	\$1,000,000
Debris Removal (whichever is greater)	25% or \$500,000
Pollutant Cleanup and Removal, aggregate in any one Policy Year	\$100,000
Fire Department Service Charge	\$5,000
Fire Protection Equipment Discharge	\$5,000
Ordinance or Law Coverage	\$10,000,000
Preservation of Property	\$100,000
Protection of Property	\$100,000



## COVERAGE SUMMARY: PROPERTY (cont.)

### SUPPLEMENT COVERAGE

#### LIMITS

Unnamed Locations - Unintentional E&O	\$1,000,000	
Communication Towers	\$100,000	
Tree, Shrubs, and Plants are subject to a maximum per item of		
Per Item	\$25,000	
Per Occurrence	\$100,000	
Golf Course Tees and Greens		
Per Item	\$25,000	
Per Occurrence	\$100,000	
Interruption of Computer Operations		
Per occurrence	\$50,000	
Annual Aggregate	\$100,000	
Personal Effects	\$100,000	
Retaining Walls and Other Outdoor Walls	\$10,000	
Underground Sprinkler System	\$100,000	
Utility Services - Direct Damage	\$1,000,000	
Utility Services - Time Element	\$1,000,000	
Limited Fungus/Fungi, Wet Rot, and Dry Rot Coverage		
Direct Damage	\$15,000	
Business Income and Extra Expense	\$15,000	
Extra Expense Number of Days	30 days	
Ancillary Buildings	\$10,000	
Sewer Backup	\$250,000	
Outdoor Property - including but not limited to:	\$100,000	
Fences	Goal Posts	Traffic Lights/Control Boxes
Light Fixtures/Poles	Playground Equipment	Bleachers
Road Signs	Scoreboards	Ticket Booths
Non-Utility Poles	Benches	Dugouts
Fountains	Statues	Bike Racks
Monuments	Fire Hydrants	

All Supplemental Property Coverages are subject to a \$5,000 minimum deductible



## COVERAGE SUMMARY: MOBILE EQUIPMENT & MISC. ARTICLES

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### SCHEDULED LIMITS

#### LIMITS

Mobile Equipment greater than or equal to \$10,000 per item	\$176,232
Mobile Equipment less than \$10,000 per item	\$78,929

**Deductible: \$5,000**

**\*Or as indicated on the Schedule**

### COVERED COSTS & EXPENSES

Fine Arts	\$1,000,000
Accounts Receivable	\$1,000,000
Valuable Papers and Records	\$1,000,000
Contractors Equipment Non-Owned	
Per Item	\$100,000
Per Occurrence	\$250,000
Rental Expense Reimbursement	\$10,000
Pollutant Clean-Up	\$100,000
Fire Department Equipment	\$50,000
Musical Instruments, Athletic Equipment & Uniforms	\$500,000
Unscheduled Watercrafts	\$100,000



## COVERAGE SUMMARY: EQUIPMENT BREAKDOWN

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### COVERAGE

### LIMIT

Total Building and Contents Value

\$11,933,092

Deductible: \$5,000

BI/EE & Utility Interruption Deductible: 24 Hours

### COVERAGE EXTENSION

Combined Business Income	Included
Combined Extra Expense	Included
Spoilage Damage	Included
Utility Interruption - Time Element	\$10,000,000
Electronic Data or Media	\$10,000,000
Expediting Expenses	Included
Ordinance or Law	\$10,000,000
Hazardous Substance, Contamination, Pollutants	\$10,000,000
Newly Acquired Property	\$1,000,000
Debris Removal	25% or \$500,000
Water Damage	\$500,000
Emergency Power Generating Equipment 1,000 kw or less	Included

Non Emergency Power Generating Equipment is Excluded.



## COVERAGE SUMMARY: CRIME

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COVERAGE	LIMIT
Blanket Employee Dishonesty	\$500,000
Loss Inside the Premises - Money & Securities	\$500,000
Loss Outside the Premises	\$500,000
Money Orders and Counterfeit Currency	\$500,000
Depositors Forgery or Alterations	\$500,000
Computer Fraud	\$500,000
Funds Transfer Fraud	\$500,000
Social Engineering/False Pretenses	\$50,000

**Deductible: \$10,000**

The ICRMT Crime Form includes coverage for any of your officials who are required by law to give bonds for the faithful performance of their service against Loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law and will meet the requirements for Public Officials bonds up to the statutory limit or policy limit, whichever is less.





## COVERAGE SUMMARY: WORKERS' COMPENSATION

---

### COVERAGE

### LIMIT

Workers' Compensation	Statutory
Employer's Liability Limit	
Each Accident	\$2,500,000
Each Employee for Disease	\$2,500,000

**Deductible: \$0**

### ICRMT FEATURES AND BENEFITS

- Volunteers Covered
- Payrolls are subject to an annual audit
- Enhanced Case Management
- Tailored Risk Management Services
- Online Claims Reporting
- Crisis Management Assistance
- Terrorism Coverage Included
- ICRMT Trust Agreement contains a resolution making the program non-assessable



## COVERAGE SUMMARY: WC PREMIUM CALCULATION

CODE	CLASSIFICATION	ANNUAL ESTIMATED PAYROLL	RATE	MANUAL PREMIUM
0083	Farm: Cattle or Livestock Raising NOC & Drivers	\$74,579	5.67	\$4,229
8810	Clerical	\$161,571	0.44	\$711
8868	Teachers/College/Professional	\$177,718	0.34	\$604
9102	Parks	\$385,310	5.83	\$22,464
	<b>TOTALS</b>	<b>\$799,178</b>		<b>\$28,007</b>

Gross Annual Premium		\$28,007
Increased Limit Multiplier	1.02	\$28,568
Minimum Premium	\$1,000	\$28,568
Experience Modifier	0.92	\$26,282
Schedule Modifier	0.75	\$19,712
Expense Modifier		\$19,712
Subtotal		\$19,712
Premium Discount	8.10%	\$18,115
<b>Total Annual Premium</b>		<b>\$18,114</b>



## PREMIUM SUMMARY

Presented By:

**Illinois Counties Risk Management Trust**

**Named Insured:** Kendall County Forest Preserve District

**Quote Number:** R2-1000669-2223-01

**Policy Year:** DEC 01, 2022 - DEC 01, 2023

Coverage Parts	Premium
General Liability	Included
Law Enforcement Liability	Not Covered
Auto	Included
Public Officials Liability - Claims Made	Included
Property	Included
Inland Marine	Included
Equipment Breakdown	Included
Sales Tax Interruption	Not Covered
Crime	Included
Cyber Liability	Not Covered
Excess Liability	Included
Package Premium	\$48,496
Workers' Compensation	\$18,114
<b>Total Annual Premium</b>	<b>\$66,611</b>



## REQUIREMENTS TO BIND

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The following must be received prior to binding:

- Signed Acceptance Statement
- Requested Payment Plan (if annual policy)
- Insured's Contact Information (space below)

## CONTACT INFORMATION

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Name

Title

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Phone

Email

Role: (Check all that apply)     Primary Contact     Finance     Claims     Loss Control

## CONTACT INFORMATION

---

Name

Title

---

Phone

Email

Role: (Check all that apply)                       Finance     Claims     Loss Control



# ACCEPTANCE STATEMENT

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**Named Insured:** Kendall County Forest Preserve District  
**Quote Number:** R2-1000669-2223-01  
**Policy Year:** DEC 01, 2022 - DEC 01, 2023

<b>Total Annual Premium</b>	<b>\$66,611</b>
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## Terms and Conditions

- The Named Insured can only cancel the Policy at program anniversary and only if 90-day prior written notice of cancellation is given. If required notice is not given, full estimated premium is earned, due and payable.
- All terms and conditions of membership in the Illinois Counties Risk Management Trust are set forth in the Trust by-laws. A copy of this document is available for your review
- Per the Membership Agreement, the member must be with the Trust for 12 months prior to withdrawing and can only withdraw at anniversary date of effective date.

## REQUESTED PAYMENT PLAN:

Annual       50/50       25/6

**FEIN:** \_\_\_\_\_

## Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions, attached scheduled items, and premiums proposed by the Illinois Counties Risk Management Trust are accepted effective 12/01/2022.

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Signature of Official

Date



# INVOICE

PRESENTED BY: ILLINOIS COUNTIES RISK MANAGEMENT TRUST

**Named Insured:** Kendall County Forest Preserve District  
**Quote Number:** R2-1000669-2223-01  
**Policy Year:** DEC 01, 2022 - DEC 01, 2023

<b>Total Annual Premium</b>	<b>\$66,611</b>
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**Premium Due by Effective Date of Coverage.**

Based upon the payment plan you select, the following down payment is due:

Annual	
50/50	\$33,306
25/6	\$16,653

Please Make Checks Payable to:

Illinois Counties Risk Management Trust  
6580 Solution Center  
Chicago, IL 60677-6005

Named Insured:	Kendall County Forest Preserve
Quote Number:	R2-1000669-2223-01
Package Premium Remitted:	



**AUTO SCHEDULE**

**Kendall County Forest Preserve District**

VEH #	YEAR	MAKE	MODEL	VIN	COMP. DED.	COLL. DED.	AGREED VALUE	ORIGINAL COST NEW
1	2009	Ford	F250 Truck	1FTSX21R09EA77058	\$5,000	\$5,000		\$38,235
4	2011	Ford	F350 Pick-Up	1FT8X3B63BEB95924	\$5,000	\$5,000		\$19,000
5	2009	Ford	Econoline Van	1FBNE31L99DA66106	\$5,000	\$5,000		\$20,526
7	2014	Ford	F150 Supercab 4WD	1FTFX1EF4EKE41103	\$5,000	\$5,000		\$26,211
8	2008	Ford	Crew Cab 4x4	1FTSW21578EA08415	\$5,000	\$5,000		\$21,936
11	2008	Ford	S-DTY F350 Truck	1FDWF37Y78ED75075	\$5,000	\$5,000		\$32,136
12	2018	GMC	Sierra 3500 Dump Truck	1GD32VCY3JF123226	\$5,000	\$5,000		\$69,889
13	2014	Cronkhite	Double axle Trailer 80	473262025E1000256	\$5,000	\$5,000		\$4,925
14	2010	Corn Pro	UT-20H Double axle Trailer 81	4MJUB2028AE053315	\$5,000	\$5,000		\$7,500
15	2009	Cronkhite	Double axle Trailer 81" x 23'	47336282791000158	\$5,000	\$5,000		\$7,500
16	2000		Imperial Double axle Trailer 78" x 23'		\$5,000	\$5,000		\$4,000
<b>TOTAL AGREED VALUE</b>							<b>\$0</b>	
<b>TOTAL ORIGINAL COST NEW</b>							<b>\$251,858</b>	
<b>TOTAL INSURED VALUE</b>							<b>\$251,858</b>	



**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
1.01	Hoover F.P. - Entrance Monument	11285 Fox Road Yorkville, IL 60560	Property in the Open	Replacement Cost / Margin Clause	\$32,037	\$0	\$5,000
1.02	Hoover F.P. - Main Staff Residence Shed - No Property Cov per Insd	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Agreed Amount	\$0	\$0	\$5,000
1.03	Hoover F.P.- Lift Station	11285 Fox Road Yorkville, IL 60560	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$101,527	\$0	\$5,000
1.04	Hoover F.P. - Moonseed Bldg D	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$13,598	\$800	\$5,000
1.05	Hoover F.P. - Blazing Star Bldg D	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$13,598	\$800	\$5,000
1.06	Hoover F.P. - Moonseed Pavilion	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$140,018	\$0	\$5,000
1.07	Hoover F.P. - Outdoor Recreation Shed # 1	11285 Fox Road Yorkville, IL 60560	Storage	Replacement Cost / Margin Clause	\$6,913	\$800	\$5,000
1.08	Hoover F.P. - Kingfisher Bldg	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$310,805	\$4,500	\$5,000
1.09	Hoover F. P. - Baseball Shed-No prop cov per insd	11285 Fox Road Yorkville, IL 60560	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$5,000
1.10	Hoover F. P. -Lagoons-no prop cov per insd	11285 Fox Road Yorkville, IL 60560	Property in the Open	Replacement Cost / Margin Clause	\$0	\$0	\$5,000
1.11	Hoover F.P. - Blazing Star Bldg B	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$13,598	\$800	\$5,000





**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
1.12	Hoover F. P. - Latrine and Shower Building	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$194,872	\$0	\$5,000
1.13	Hoover F.P. - Moonseed Main Bldg	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$244,541	\$8,000	\$5,000
1.14	Hoover F.P. - Outdoor Recreation Center	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$175,627	\$10,000	\$5,000
1.15	Hoover F.P. - Outdoor Recreation Shed # 2	11285 Fox Road Yorkville, IL 60560	Storage	Replacement Cost / Margin Clause	\$4,839	\$500	\$5,000
1.16	Hoover F.P. - Outdoor Recreation Gathering Pavilion	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$4,725	\$0	\$5,000
1.17	Hoover F.P. - Property in The Open	11285 Fox Road Yorkville, IL 60560	Property in the Open	Replacement Cost / Margin Clause	\$136,623	\$0	\$5,000
1.18	Hoover F.P. - Akela Pavillion	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$41,601	\$0	\$5,000
1.19	Hoover F.P. - Moonseed Bldg A	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$13,598	\$800	\$5,000
1.20	Hoover F.P. - Outdoor Recreation Shed #3	11285 Fox Road Yorkville, IL 60560	Storage	Replacement Cost / Margin Clause	\$3,918	\$200	\$5,000
1.21	Hoover F.P. - Moonseed Bldg C	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$13,598	\$800	\$5,000
1.22	Hoover F.P. - Blazing Star Bldg C	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$13,598	\$800	\$5,000



**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
1.23	Hoover F.P. - Blazing Star Main Bldg	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$244,541	\$8,000	\$5,000
1.24	Hoover F.P. - Lagoon # 2 Shed	11285 Fox Road Yorkville, IL 60560	Storage	Replacement Cost / Margin Clause	\$42,869	\$500	\$5,000
1.25	Hoover F.P. - Pump House	11285 Fox Road Yorkville, IL 60560	Water & Sewer Treatment	Replacement Cost / Margin Clause	\$554,202	\$57,200	\$5,000
1.26	Hoover F.P. - Rookery	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$397,352	\$16,000	\$5,000
1.27	Hoover F.P. - Rookery Shed 1	11285 Fox Road Yorkville, IL 60560	Storage	Replacement Cost / Margin Clause	\$14,980	\$300	\$5,000
1.28	Hoover F.P. - Rookery Shed 2- No Property Cov per Insd	11285 Fox Road Yorkville, IL 60560	Storage	Agreed Amount	\$0	\$0	\$5,000
1.29	Hoover F.P. - Staff House #1 - No Property Cov per Insd	11285 Fox Road Yorkville, IL 60560	Dwelling	Agreed Amount	\$0	\$0	\$5,000
1.30	Hoover F.P. - Staff House #2 - No Property Cov per Insd	11285 Fox Road Yorkville, IL 60560	Dwelling	Agreed Amount	\$0	\$0	\$5,000
1.31	Hoover F.P. - Staff House #1 Shed - No Property Cov per Insd	11285 Fox Road Yorkville, IL 60560	Storage	Agreed Amount	\$0	\$0	\$5,000
1.32	Hoover F.P. - Maintenance Garage 1	11285 Fox Road Yorkville, IL 60560	Garage	Replacement Cost / Margin Clause	\$374,764	\$15,000	\$5,000



**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
1.33	Hoover F.P. - Maintenance Garage 2	11285 Fox Road Yorkville, IL 60560	Garage	Replacement Cost / Margin Clause	\$171,824	\$23,000	\$5,000
1.34	Hoover F.P. - Blazing Star Bldg A	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$13,598	\$800	\$5,000
1.35	Hoover F.P. - Pool House	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Actual Cash Value	\$267,500	\$15,000	\$5,000
1.36	Hoover F.P. - Water Tank - No Property Cov per Insd	11285 Fox Road Yorkville, IL 60560	Water & Sewer Treatment	Agreed Amount	\$0	\$0	\$5,000
1.37	Hoover F.P. - Moonseed Bldg B	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$13,598	\$800	\$5,000
1.38	Hoover F.P. - Blazing Star Pavilion	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$140,018	\$0	\$5,000
1.39	Hoover F.P. - Eagle's Nest Pavilion	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$65,110	\$0	\$5,000
1.40	Hoover F.P. - Main Staff Residence	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$346,185	\$12,000	\$5,000
1.41	Hoover F.P. - Meadow Hawk Bldg	11285 Fox Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$1,203,236	\$22,000	\$5,000
10.01	Lyons F.P. - Property in the Open	8200-8276 Van Emmon Road Yorkville, IL 60560	Property in the Open	Replacement Cost / Margin Clause	\$35,724	\$0	\$5,000
11.01	Jay Woods FP - Picnic Shelter	857 Creek Road Plano, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$80,553	\$0	\$5,000



**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
11.02	Jay Woods FP - Bathroom	857 Creek Road Plano, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$43,676	\$0	\$5,000
11.03	Jay Woods F.P. - Corn Crib	857 Creek Road Plano, IL 60545	Parks Buildings	Replacement Cost / Margin Clause	\$30,308	\$15,000	\$5,000
11.04	Jay Woods F.P. - Property in the Open	857 Creek Road Plano, IL 60560	Property in the Open	Replacement Cost / Margin Clause	\$77,579	\$0	\$5,000
12.01	Little Rock Creek - PIO	Burr Oak Road Plano, IL 60545	Property in the Open	Replacement Cost / Margin Clause	\$6,062	\$0	\$5,000
12.02	Little Rock Creek - 1900's Storage Shed	Burr Oak Road Plano, IL 60545	Storage	Replacement Cost / Margin Clause	\$55,105	\$0	\$5,000
12.03	Little Rock Creek - 1900's Creek Crossing (Improved - No Property Cov per Insd)	Burr Oak Road Plano, IL 60545	Property in the Open	Agreed Amount	\$0	\$0	\$5,000
13.01	Millbrook North F.P. - Shed - No Property Cov per Insd	Co Highway 1 Newark, IL 60541	Storage	Agreed Amount	\$0	\$0	\$5,000
13.02	Millbrook North F.P. - Silo - No Property Cov per Insd	Co Highway 1 Newark, IL 60541	Storage	Agreed Amount	\$0	\$0	\$5,000
14.01	Millbrook South F.P. - Silo 1 - No Property Cov per Insd	Fox River Road Millbrook, IL 60536	Storage	Agreed Amount	\$0	\$0	\$5,000
14.02	Millbrook South F.P. - Silo 2 - No Property Cov per Insd	Fox River Road Millbrook, IL 60536	Storage	Agreed Amount	\$0	\$0	\$5,000



**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
14.03	Millbrook South F.P. - Silo 3 - No Property Cov per Insd	Fox River Road Millbrook, IL 60536	Storage	Agreed Amount	\$0	\$0	\$5,000
14.04	Millbrook South F.P. - Silo 4 - No Property Cov per Insd	Fox River Road Millbrook, IL 60536	Storage	Agreed Amount	\$0	\$0	\$5,000
14.05	Millbrook South F.P. - Silo 5 - No Property Cov per Insd	Fox River Road Millbrook, IL 60536	Storage	Agreed Amount	\$0	\$0	\$5,000
14.06	Millbrook South F.P. - Silo 6 - No Property Cov per Insd	Fox River Road Millbrook, IL 60536	Storage	Agreed Amount	\$0	\$0	\$5,000
14.07	Millbrook South F.P. - Silo 7 - No Property Cov per Insd	Fox River Road Millbrook, IL 60536	Storage	Agreed Amount	\$0	\$0	\$5,000
14.08	Millbrook South F.P. - Silo 8 - No Property Cov per Insd	Fox River Road Millbrook, IL 60536	Storage	Agreed Amount	\$0	\$0	\$5,000
14.09	Millbrook South F.P. - Corn Crib - No Property Cov per Insd	Fox River Road Millbrook, IL 60536	Parks Buildings	Agreed Amount	\$0	\$0	\$5,000
14.10	Millbrook South F.P. - Barn - Ineligible for Property Coverage	Fox River Road Millbrook, IL 60536	Parks Buildings	Replacement Cost / Margin Clause	\$0	\$0	\$5,000
15.01	Blackberry Creek F.P. - Bridge	US RT 30 & Orchard Rd Montgomery, IL 60538	Property in the Open	Replacement Cost / Margin Clause	\$597,830	\$0	\$5,000



**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
2.01	Harris F.P. - Picnic Shelter # 1	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$113,166	\$0	\$5,000
2.02	Harris F.P. - Picnic Shelter # 2	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$92,193	\$0	\$5,000
2.03	Harris F.P. - Picnic Shelter #3	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$42,294	\$0	\$5,000
2.04	Harris F.P. - Picnic Shelter # 4	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$130,798	\$1,200	\$5,000
2.05	Harris F.P. - Picnic Shelter # 5 - No Property Cov per Insd	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Agreed Amount	\$0	\$0	\$5,000
2.06	Harris F.P. - Picnic Shelter # 6	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$40,565	\$0	\$5,000
2.07	Harris F.P. - Picnic Shelter # 7	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$98,185	\$0	\$5,000
2.08	Harris F.P. - Bathroom # 1	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$31,806	\$0	\$5,000
2.09	Harris F.P. - Bathroom # 2	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$31,806	\$0	\$5,000



**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
2.10	Harris F.P. - Bathroom # 3 - No Property Cov per Insd	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Agreed Amount	\$0	\$0	\$5,000
2.11	Harris F.P. - Maintenance Building	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$188,765	\$109,300	\$5,000
2.12	Harris F.P. - Fountain Pump Station - No Property Cov per Insd	10460 Rt 71 West Yorkville, IL 60560	Water & Sewer Treatment	Agreed Amount	\$0	\$0	\$5,000
2.13	Harris F.P. - Announcer/Concession Bldg	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$22,932	\$0	\$5,000
2.14	Harris F.P. - Corn Crib Barn	10460 Rt 71 West Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$92,999	\$5,500	\$5,000
2.15	Harris F.P. - Property in the Open	10460 Rt 71 West Yorkville, IL 60560	Property in the Open	Replacement Cost / Margin Clause	\$187,948	\$0	\$5,000
3.01	Richard Young F.P. - Picnic Shelter # 1	10460 Rt 71 East Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$41,717	\$0	\$5,000
3.02	Richard Young F.P. - Picnic Shelter # 2	10460 Rt 71 East Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$29,962	\$0	\$5,000
3.03	Richard Young F.P. - Bathroom	10460 Rt 71 East Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$25,814	\$0	\$5,000



**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
3.04	Richard Young F.P. - Property in the Open	10460 Rt 71 East Yorkville, IL 60560	Property in the Open	Replacement Cost / Margin Clause	\$77,407	\$0	\$5,000
4.01	Equestrian Center - Ellis House	13986 McKanna Rd Minooka, IL 60447	Parks Buildings	Replacement Cost / Margin Clause	\$895,425	\$89,300	\$5,000
4.02	Equestrian Center - Indoor Horse Arena	13986 McKanna Rd Minooka, IL 60447	Parks Buildings	Replacement Cost / Margin Clause	\$486,549	\$6,000	\$5,000
4.03	Equestrian Center - Horse Barn	13986 McKanna Rd Minooka, IL 60447	Parks Buildings	Replacement Cost / Margin Clause	\$154,423	\$12,000	\$5,000
4.04	Equestrian Center - Storage Barn	13986 McKanna Rd Minooka, IL 60447	Storage	Replacement Cost / Margin Clause	\$123,539	\$28,000	\$5,000
4.05	Equestrian Center - Bathroom	13986 McKanna Rd Minooka, IL 60447	Parks Buildings	Replacement Cost / Margin Clause	\$31,806	\$0	\$5,000
4.06	Equestrian Center - Shed	13986 McKanna Road Minooka, IL 60447	Storage	Replacement Cost / Margin Clause	\$3,372	\$1,100	\$5,000
4.07	Equestrian Center - Bridge - No Property Cov per Insd	13986 McKanna Road Minooka, IL 60447	Property in the Open	Agreed Amount	\$0	\$0	\$5,000
4.08	Equestrian Center - Carport Storage	13986 McKanna Road Minooka, IL 60447	Storage	Replacement Cost / Margin Clause	\$7,869	\$6,300	\$5,000





**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCUPANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
4.09	Equestrian Center - Storage Container	13986 McKanna Road Minooka, IL 60447	Storage	Replacement Cost / Margin Clause	\$8,993	\$4,300	\$5,000
4.10	Equestrian Center and Baker Woods FP - Property in the Open	13986 McKanna Rd Minooka, IL 60447	Property in the Open	Replacement Cost / Margin Clause	\$281,209	\$0	\$5,000
5.01	Meramech F.P. - Picnic Shelter	14780 Griswold Springs Road Plano, IL 60545	Parks Buildings	Replacement Cost / Margin Clause	\$59,694	\$0	\$5,000
5.02	Meramech F.P. - Bathroom	14780 Griswold Springs Road Plano, IL 60545	Parks Buildings	Replacement Cost / Margin Clause	\$25,814	\$0	\$5,000
5.03	Meramech F.P. - Property in the Open	14780 Griswold Springs Road Plano, IL 60536	Property in the Open	Replacement Cost / Margin Clause	\$51,856	\$0	\$5,000
6.01	Baker Woods F.P. - Picnic Shelter #1	2939 Route 52 Minooka, IL 60447	Parks Buildings	Replacement Cost / Margin Clause	\$22,932	\$0	\$5,000
6.02	Baker Woods F.P. - Picnic Shelter #2	2939 Route 52 Minooka, IL 60447	Parks Buildings	Replacement Cost / Margin Clause	\$22,932	\$0	\$5,000
6.03	Baker Woods F.P. - Garage - No Property Cov per Insd	2939 Route 52 Minooka, IL 60447	Parks Buildings	Agreed Amount	\$0	\$0	\$5,000
6.04	Baker Woods F.P. - Aux Sable Bridge	2939 Route 52 Minooka, IL 60447	Property in the Open	Replacement Cost / Margin Clause	\$405,573	\$0	\$5,000
7.01	Subat F.P. - Picnic Shelter	4675-4999 Eldamain Road Plano, IL 60545	Parks Buildings	Replacement Cost / Margin Clause	\$41,717	\$0	\$5,000
7.02	Subat F.P. - Bathroom	4675-4999 Eldamain Road Plano, IL 60545	Parks Buildings	Replacement Cost / Margin Clause	\$25,814	\$0	\$5,000



**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
7.03	Subat F.P. - Property in the Open	4675-4999 Eldamain Road Plano, IL 60545	Property in the Open	Replacement Cost / Margin Clause	\$28,705	\$0	\$5,000
8.01	Pickerill-Pigott F.P. - Pickerill House	6350A Minkler Road Yorkville, IL 60560	Dwelling	Replacement Cost / Margin Clause	\$816,254	\$0	\$5,000
8.02	Pickerill-Pigott F.P. - Pickerill Shelter	6350A Minkler Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$107,234	\$0	\$5,000
8.03	Pickerill-Pigott F.P. - Pickerill Shed	6350A Minkler Road Yorkville, IL 60560	Storage	Replacement Cost / Margin Clause	\$89,657	\$0	\$5,000
8.04	Pickerill-Pigott F.P. - Pickerill Washroom	6350A Minkler Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$55,105	\$0	\$5,000
8.05	Pickerill-Pigott F.P. - Pigott House - No Property Cov per Insd	6350B Minkler Road Yorkville, IL 60560	Dwelling	Agreed Amount	\$0	\$0	\$5,000
8.06	Pickerill-Pigott F.P. - Pigott Shed	6350B Minkler Road Yorkville, IL 60560	Storage	Replacement Cost / Margin Clause	\$68,338	\$0	\$5,000
8.07	Pickerill-Pigott F.P. - Pigott Overlook Shade Structure	6350B Minkler Road Yorkville, IL 60560	Parks Buildings	Replacement Cost / Margin Clause	\$11,021	\$0	\$5,000
9.01	Shu Shu Gah F.P. - Picnic Shelter	7488 Valley Lane Millbrook, IL 60536	Parks Buildings	Replacement Cost / Margin Clause	\$22,932	\$0	\$5,000



**PROPERTY SCHEDULE**

**Kendall County Forest Preserve District**

LOC #	DESCRIPTION	ADDRESS	OCCU-PANCY	VALUATION	BUILDING VALUE	BPP VALUE	DEDUCTIBLE
9.02	Shu Shu Gah F.P. - Property in the Open	7488 Valley Lane Millbrook, IL 60536	Property in the Open	Replacement Cost / Margin Clause	\$102,324	\$0	\$5,000
<b>TOTAL BUILDING VALUE</b>						<b>\$11,455,692</b>	
<b>TOTAL BPP VALUE</b>						<b>\$477,400</b>	
<b>TOTAL PROPERTY IN THE OPEN VALUE</b>							
<b>TOTAL INSURED VALUE</b>						<b>\$11,933,092</b>	



Mobile Equipment greater than or equal to \$10,000 per item						
IM #	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER	DEDUCTIBLE	VALUE
1	2011	Utility Tractor	John Deere	1LV5093ETBY3 40910	\$5,000	\$46,427
2	2005	Utility Tractor	Kubota	35125	\$5,000	\$24,600
4	2010	Ztrak series 997 zero-turn 60"	John Deere	TC997SB05517 9	\$5,000	\$13,528
5	2011	ZD331LP zero-turn 72"	Kubota	AJ2945	\$5,000	\$12,000
6	2018	1211-60 Diesel 60"	Kubota	23031	\$5,000	\$13,400
12	2011	Woods BW 180		1185849	\$5,000	\$10,200
19	2009	Skid Steer Loader w/equipment	Bobcat	A7DD00558	\$5,000	\$27,947
21	2015	RTVx1100	Kubota	13261	\$5,000	\$12,330
23	2013	RTV900	Kubota	D9729	\$5,000	\$15,800



Mobile Equipment less than \$10,000 per item						
IM #	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER	DEDUCTIBLE	VALUE
3	2018	Z960 M zero-turn 60"	John Deere	1TC960MCCJTO 60276	\$5,000	\$9,528
8	1983	B7100HST 60"	Kubota	501790	\$5,000	\$3,500
10		Polan push mower 21"		032118M0220 41	\$5,000	\$180
13	2005	Brush Bull mower		973959	\$5,000	\$1,500
14		Snow Plow 8'-6" Pro Plow	Western	TM060927107 68360308	\$5,000	\$4,500
15		Tornado Salt Spreader		53478003	\$5,000	\$500
16		Snow Plow 8'-6" Pro Plow	Western	772666974	\$5,000	\$4,500
17		Monroe Salt Spreader		00095354-A	\$5,000	\$6,356
18		Toronado Salt Spreader		556096000	\$5,000	\$500
20		Augers (2) 10" & 12"		9445513488	\$5,000	\$1,863
22		72" Snow Blade for RTV		KRTV900A8109 5299	\$5,000	\$400
24	2017	Gator 4x2	John Deere	1M04X2SJTHM 120432	\$5,000	\$7,435
25		4 Post Rotary Lift		SM121	\$5,000	\$5,000
26		65 Gal. Tank Sprayer		D252	\$5,000	\$850
27		Honda 4hs engine on sprayer		GX120-118	\$5,000	\$0
28		Sandborn Air Compressor		89593	\$5,000	\$500
29		Foam Sprayer		5198	\$5,000	\$2,500
30		Honda motor on sprayer		GCAFT255386	\$5,000	\$0
31		Cat Motor on Pump		3CP1120G	\$5,000	\$0
32	2013	Fimco 25 gal. Pull Sprayer		LG 2500-303	\$5,000	\$300
33	2004	Log Splitter 21 Ton Vert/Horiz	Briggs & Stratton	1I163H401310 00	\$5,000	\$1,000
34	2011	Log Splitter	Split Master	1I1302141	\$5,000	\$1,000
35	2004	Snow Blower	Toro	250029647	\$5,000	\$500



**INLAND MARINE SCHEDULE**

**Kendall County Forest Preserve District**

IM #	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER	DEDUCTIBLE	VALUE
36	2014	Snow Blower	Honda	SZBG-6145391	\$5,000	\$550
37		MTD PROSnow Blower	Toro	1H081B60071	\$5,000	\$500
38		Powerlite Snow Blower	Toro	280005564	\$5,000	\$300
39		Trash Pump GX120	Honda	5749461	\$5,000	\$750
40	2005	Power Washer 5hspw	Delta	2451516737	\$5,000	\$300
41		Engine on power washer	Honda	GCAHA-2581632	\$5,000	\$0
42	2008	Brut Power Washer	Briggs & Stratton	1014157645	\$5,000	\$450
43		Power Washer	Rural King	BEEX-GCR-09033096	\$5,000	\$550
44		Hay Elevator			\$5,000	\$500
45	2006	Generator EG2500X	Honda	GCAAK-1186075	\$5,000	\$500
46		5500 13hp Generator	Wen	WM188F	\$5,000	\$800
47	2005	Cutquick	Stihl	163008991	\$5,000	\$1,000
48		Pole Saw	Stihl	257460750	\$5,000	\$1,000
49		Pole Saw	Stihl	503140790	\$5,000	\$1,000
50		Hedge Trimmer	Stihl	287668425	\$5,000	\$400
51		Leaf Blower (4)	Stihl		\$5,000	\$1,100
52		Brush Cutter (2)	Stihl		\$5,000	\$1,300
53		String Trimmer (7)	Stihl		\$5,000	\$2,068
54		Chain Saw (15)	Stihl		\$5,000	\$5,500
55	2020	Power Washer (Cordless)	SunJoe		\$5,000	\$300
56	2021	Power Washer (Cordless)	SunJoe		\$5,000	\$300
57	2003	Cub Cadet 3204 48"			\$5,000	\$1,950
58	2022	LX46	Cub Cadet	1D29NH20156	\$5,000	\$3,199
59		Scaffolding			\$5,000	\$1,200
60		Super Pruner (2)	Stihl		\$5,000	\$1,000
<b>TOTAL INSURED VALUE</b>					<b>\$255,161</b>	

