COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-06-12-8

AN ORDINANCE AMENDING ORDINANCE 2018-05-08-E AUTHORIZING SOLAR ENERGY SYSTEMS

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 12th DAY OF JUNE, 2018

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS 12th DAY OF JUNE, 2018
ORDINANCE NO. 2018-06-12-B

AN ORDINANCE AMENDING ORDINANCE 2018-05-08-E
AUTHORIZING SOLAR ENERGY SYSTEMS

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the Fayette County Board has determined that solar installations should be allowed in unincorporated Fayette County as allowed in 55 ILCS 5/12 and 55 ILCS 5/5-1063; and

WHEREAS, this ordinance will amend the Ordinance 2018-05-08-E; and

WHEREAS, this ordinance does not apply to any portion of Fayette County that is incorporated or under a municipal rule; and

WHEREAS, the ordinance shall only apply to commercial grade solar energy systems and does not apply to single residential homes; and

WHEREAS, this ordinance shall not be deemed to nullify any provisions of local, state or federal law; and

WHEREAS, it is in the best interest of the citizens of the County of Fayette to enact an ordinance to permit Solar Energy Systems,

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. DEFINITIONS.

“Commercial Grade” shall be defined as a solar system that is harvesting solar energy for the purpose of providing power to two or more homes and does not apply to solar energy systems that are installed for the purpose of powering a single residential home.
SECTION 2. PERMIT REQUIREMENTS AND FEES.

All Commercial Grade Solar Energy Systems ("SES") will be required to have a Fayette County Permit before any work can be started. This is a one-time permit for each project. It does not need to be renewed. A written plan and a plat/drawing for the proposed Solar Energy System shall be provided with the Permit Application. The plat/drawing must show the location of the system on the building or on the property, (for a ground-mount system show arrangement of panels), with all property lines and set back footages indicated. Fees for processing the applications for permits shall be submitted to and collected by the Fayette County Clerk's Office as follows:

- 0-100 Kilowatts (kW) $50.00
- 101-500 Kilowatts (kW) $100.00
- 501-1000 Kilowatts (kW) $250.00
- 1001-2000 Kilowatts (kW) $500.00
- 2001-3000 Kilowatts (kW) $750.00
- 3001-4000 Kilowatts (kW) $1000.00
- Over 4,001 Kilowatts (kW) $1500.00 + $100.00 for each additional 0-1000 Kilowatts

Any SES where construction has started before a Permit has been applied and paid for will be charged double the permit fee.

SECTION 3. SET BACK REQUIREMENTS.

All solar panels in a Solar Farm shall be not located within fifty (50) feet of a property line or right-of-way.

SECTION 4. DECOMMISSIONING.

1. Decommissioning of solar panels must occur in the event they are not in use for 180 consecutive days.
2. A decommissioning plan is required for all solar energy farms unless the lease agreement between the land owner and the tenant sets forth a decommissioning plan and bond amount.

3. The decommissioning plan shall include provisions for removal of all structures and foundations, restoration of soil and vegetation and a plan ensuring financial resources will be available to fully decommission the site.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of June, 2018, upon yea and nay vote as follows:

BRYCE KISTLER  
JAKE HARRIS  
JOHN C. DANIELS, JR.  
JEFFREY BECKMAN  
GLEN W. DANIELS  
MARK ISIAH  
DEAN J. BERNHARDT  
KEITH COLE  
DARRELL SCHAAL  
JENNY WAGGONER  
GLENN GURTNER

Yea
Yea
Yea
Yea
Yea
Yea
Yea
Absent
Yea
Yea
Yea
GLENDA J. BARTELS
WADE WILHOUR
CHAD AUSTIN

Yea
Yea
Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of June, 2018.

Jeffery Beckman, Chairperson
Fayette County Board, Illinois

Vicky L. Conder
Fayette County Clerk

(SEAL)
## PROPERTY INFORMATION

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<thead>
<tr>
<th>Site Address</th>
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<tr>
<th>Property Owner</th>
<th>Project Valuation</th>
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## APPLICANT INFORMATION

### Applicant is:
- Property Owner
- Contractor
- Tenant
- Other

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<thead>
<tr>
<th>Applicant's name</th>
<th>Phone Number</th>
<th>State License #</th>
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<th>Company Address</th>
<th>City, State, and Zip Code</th>
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## WRITTEN PLAN/PLAT

Is the plat/drawing attached to the Permit? □ Yes □ No

## CLASSIFICATION OF SES

How many Kilowatts will the SES be? ______

## DECOMMISSIONING

Is decommissioning a part of the lease agreement? □ Yes □ No

## APPLICANT: PLEASE READ AND SIGN BELOW

I hereby certify that I have read and examined this document and know the same to be true and correct. I understand and agree that the work for which the permit is issued shall be performed according to the State Building Code and applicable State and Federal approvals, ordinances and codes. I further certify that I am the owner or the owner's authorized agent and that the proposed work is authorized by the owner. I understand that the work shall not begin until permit is issued.

Applicant's Signature: ________________________________ Date: ____________

## OFFICE USE

<table>
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<tr>
<th>Permit #:</th>
<th>Permit Fee:</th>
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Date Authorized: ____________
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COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-06-12-C

AN ORDINANCE FOR THE CONTROL OF NOXIOUS WEEDS

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS __________ 12th _______ DAY OF JUNE, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS ___________________ DAY OF JUNE, 2018
ORDINANCE NO. 2018-06-12-C

AN ORDINANCE FOR THE CONTROL OF NOXIOUS WEEDS

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the County of Fayette is considered a Control Authority for Noxious Weeds under 505 ILCS 100/1, et seq (Illinois Noxious Weed Law), and;

WHEREAS, every person shall control the spread of and eradicate noxious weeds on lands owned or controlled by him and use such methods for that purpose and at such times as are approved and adopted by the Director of the Department of Agriculture; and

WHEREAS, Noxious weeds have been defined by the Department of Agriculture as: (1) Marihuana; (2) Canada Thistle (Cirsium arvense); (3) Perennial Sowthistle (Sonchus arvensis); (4) Musk Thistle (Carduus nutans); (5) Perennial members of the sorghum genus, including johnsongrass (Sorghum halepense), sorghum almus, and other johnsongrass X sorghum crosses with rhizomes; and (6) Kudzu (Pueraria labata), and;

WHEREAS, the County has the authority to appoint and employ a “Weed Commissioner” for the purposes of determining whether noxious weeds are present within the county, and said Weed Commissioner having the authority to investigate and destroy noxious weeds, and;

WHEREAS, the Weed Commissioner, at the time of appointment by the County Board, shall receive compensation for investigating the existence of and destroying noxious weeds, including any clerical or administrative activities performed in relation to those activities, at the rate of $2000 per year.
WHEREAS, said Commissioner must produce an account of noxious weed investigation and destruction activities performed by the weed commissioner, verified by oath and approved by the County Clerk. Said account said specify by separate items each activity of investigation and destruction performed and for each activity of destruction, and;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

**SECTION 1. NOXIOUS WEED DESTRUCTION.**

1. A person owning, occupying, or controlling land shall destroy all noxious weeds on the land.

2. If after publication of the notice required pursuant to 505 ILCS 100/9, the Weed Commissioner and the County Board determine that the persons owning, occupying or controlling the land have failed to destroy all noxious weeds on the land, the County Board shall serve notice on those persons personally, pursuant to 505 ILCS 100/9, together with a statement commanding that the noxious weeds upon the land be destroyed within seven (7) days of the receipt of the notice or the person shall be subject to a penalty pursuant to Section 2 of this Ordinance.

**SECTION 2. PENALTY.**

Any person violating this Ordinance, after due notice, is guilty of a petty offense and shall not be fine not more than $100 for the first offense and not more than $200 for each subsequent offense.

**SECTION 3. AUTHORIZATION TO OFFICERS.**

The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

**SECTION 4. AUTHORIZATION TO OTHERS.**
All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of June, 2018, upon yea and nay vote as follows:

BRYCE KISTLER Yea
JAKE HARRIS Yea
JOHN C. DANIELS, JR. Yea
JEFFREY BECKMAN Yea
GLEN W. DANIELS Yea
MARK ISAIAH Yea
DEAN J. BERNHARDT Yea
KEITH COLE Absent
DARRELL SCHAAL Yea
JENNY WAGGONER Yea
GLENN GURTNER Yea
GLENDIA J. BARTELS Yea
WADE WILHOUR Yea
CHAD AUSTIN Yea
APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of June, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder
Fayette County Clerk

(SEAL)
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-06-12-D

AN ORDINANCE APPROVING COMMERCIAL LISTING AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS

THIS 12th DAY OF JUNE, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY

THIS DAY OF JUNE, 2018
ORDINANCE NO. 2018-06-12-D

AN ORDINANCE APPROVING THE COMMERCIAL LISTING AGREEMENT

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, Fayette County owns property located at 300 S. Seventh Street in Vandalia, Illinois; and,

WHEREAS, Fayette County Real Estate wishes to enter into an agreement with Fayette County to list the property (attached hereto as Exhibit A); and,

WHEREAS, it is in the best interests of the County to approve the attached Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Commercial Listing Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Agreement in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such
Agreement. Upon passage and signing of this Ordinance and the Agreement, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Agreement.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of June, 2018, upon yea and nay vote as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
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<tr>
<td>BRYCE KISTLER</td>
<td>Yea</td>
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<tr>
<td>JAKE HARRIS</td>
<td>Yea</td>
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<td>JOHN C. DANIELS, JR.</td>
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<td>GLEN W. DANIELS</td>
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<td>Yea</td>
</tr>
</tbody>
</table>
WADE WILHOUR  
CHAD AUSTIN  

Yea  
Yea  

APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of June, 2018.

Jeffrey Beckman, Chairperson  
Fayette County Board, Illinois

ATTEST:  

Vicky L. Conder  
Fayette County Clerk

(SEAL)
COMMERCIAL LISTING AGREEMENT

This Listing Agreement has been prepared by legal counsel to Greater Gateway Association of REALTORS® and REALTOR® Association of Southwestern Illinois and is intended solely for use by REALTOR® members of the REALTOR® Association of Southwestern Illinois, Inc. and the Greater Gateway Association of REALTORS®, Inc. Any unauthorized use is strictly prohibited.

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE

AUTHORIZATION. Seller or Landlord (herein defined as Seller) appoints Fayette County Real Estate, 725 W Fillmore St Vandalia, IL as sole agent with the exclusive right and authority to sell the following described Property (hereafter defined) for $ ("List Price"). In consideration of this Agreement, Broker shall make reasonable and diligent efforts to find a Buyer for Seller’s Property at the price and terms stated herein. The term of this Agreement shall begin on the ______ day of ___________ and shall end on the ______ day of ___________, at 11:59 p.m. ("Marketing Period"). The Seller understands that this Agreement does not guarantee the sale of the Property nor that the Property will be sold for the List Price. Seller authorizes the Broker to advertise the Property, through the Multiple Listing Service ("MLS"). Except as set forth below, Seller also authorizes the Broker to advertise the Property through “Internet” services, including but not limited to, social media, IDX sites, listing syndication or VOW's or any other media the Broker or the MLS, in its discretion, deems appropriate.

INTERNET DATA EXCHANGE (IDX) AND VIRTUAL OFFICE WEBSITE (VOW) SERVICES

Only one of Option A or Option B may be selected to avoid or limit the information about the Property on the Internet:

Option A) I have advised my Broker or Sales Agent that I do not want the listed Property to be displayed on the Internet;

or

Option B) I have advised my Broker or Sales Agent that I do not want the address of the listed Property to be displayed on the Internet.

If information about the Property is to appear on the Internet, the Seller(s) may elect to choose one of these additional options:

Option C) I have advised my Broker or Sales Agent that I have elected to not allow third-party comments, reviews or a hyperlink to the comments or reviews about the listed Property.

Option D) I have advised my Broker or Sales Agent that I have elected not to allow an automated estimate of the market value of the listing or hyperlink to such estimate.

I understand and acknowledge that, if I have selected Option A), consumers who conduct searches on the Internet will not see any information about my listed Property in response to their search.

PROPERTY ADDRESS: 300 S Seventh St Vandalia, IL

(Legal description/permanent parcel number 18-14-16-332-001 )

(Approx. lot size 76 X 80 reference being had to the plat thereof recorded in the Recorder’s Office of Fayette County, Illinois)(“Property”)
INCLUSIONS/EXCLUSIONS:

The following items are to be included in the sale and are the sole and exclusive Property of the Seller, having been paid for in full.

The following items are excluded:

DESIGNATED AGENCY. Broker designates Donna Johnson ("Seller's Designated Agent"), a sales associate(s) affiliated with Broker as the only legal agent(s) of the Seller, Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Seller shall be informed in writing within a reasonable time and Seller shall sign such notification.

COMMISSION. If during the term of this Agreement, anyone (including Seller) produces a Buyer, ready, willing and able to purchase the Property, or, if within 100 days ("Commission Date") after the expiration of this Agreement, a sale is made to any person to whom the Property was shown, without incurring a commission to another Broker, Seller agrees to pay Broker a commission of 6% with a minimum commission of $1000.00. If a cooperating Broker is involved, that Broker will be paid 3% of total commission. If Broker uses different rates to the prospective cooperating Broker, it is disclosed on an attached Commission Rate Addendum. When the sale is completed, the commission shall be due and payable no later than the time of closing except in the context of agreements for possession of the Property in which case commission shall be due as otherwise set forth in this section. Further, the terms "sells" or "sale" shall include exchange, contract for deed, lease/sale, lease/option to sell, shared equity contract, or other Agreement arranging for possession of the Property, and the term "Buyer" shall include any party to such transaction provided, however, in the context of an Agreement arranging for permanent possession of the Property, commission shall become due at the time the Buyer has the right to occupy the Property unless Seller and Broker otherwise agree in writing.

In the event that Seller employs another Broker as exclusive agent following the expiration of this Agreement, the Seller shall be obligated to pay only one brokerage commission, that being to the then currently employed Broker. If the Seller and the Broker agree that the Property may be withdrawn from the market, the Broker is relieved of its duty to actively market the Property, but the Seller agrees to pay the Broker a commission, based upon the last listed price should the Property be sold on or prior to the later of the following (I) the expiration of the Marketing Period or (II) the Commission Date. For purposes of this paragraph, the word "sold" shall mean that the Seller has entered into an Agreement, either orally or in writing, to convey title to the Property even if the closing date of such written oral contract does not occur until after the expiration of the Marketing Period or Commission Date whichever is later.

If during the term of this Agreement, anyone (including Seller) produces a tenant for this Property or portion thereof, Seller agrees to pay Broker a commission of xx% based on the gross rental amount for the first xxx years or the entire term of the lease, whichever is greater, plus xxx% of the gross rental amount for all option periods or extensions of the lease, provided tenant exercises said options or extensions. Additionally, Seller shall pay a minimum commission of xxx% month(s) rent or $xxx whichever is greater. Commission to be paid in full at the time tenant takes occupancy of the Property or portion thereof, notwithstanding anything to the contrary in this section. Commission on option periods or extensions shall be paid in full on the first day of the effective lease extension period.

If during the term of this Agreement, the Seller elects to exchange said real estate for another Property, Broker shall be paid a commission of xxx% based on the fair market value of the Property. Said commission shall be paid in full at closing.

Seller acknowledges that the Broker is entitled to assert its rights under 770ILCS15, which is known as the Commercial Real Estate Broker Lien Act.
ATTORNEY. Seller authorizes _________________________________ to act as Seller’s attorney to prepare a proper deed and any other legal instruments needed to consummate a sale at Seller’s expense.

SELLER FURTHER AGREES:

1. To refer an offer or inquiry that may be received during the term of this Agreement to Broker.

2. To permit Broker and agents to enter the Property at reasonable times for the purpose of previewing, showing or any required inspections (home or municipal).

3. To permit Broker to place a “For Sale” sign on the Property or to advertise in any multiple listing service, and any form of media advertising including, but not limited to newspapers, television, real estate magazines, the Internet and other electronic media.

4. To provide utility service until a Buyer takes possession of the Property in order to facilitate showing and inspection of the Property.

5. To secure and insure all Property and valuables, and to assume the risk for any vandalism, theft or damage of any kind.

6. To maintain the Property in good repair throughout the date of closing. Broker shall not be responsible for maintenance.

7. To permit Broker to cooperate with other licensed real estate brokers, including real estate brokers representing Buyers, and to permit Broker to share its commission with such cooperating brokers.

8. To permit Broker to place a lock box on the Property, which will allow Broker, and participants in the lock box service to gain entry to the Property. Seller acknowledges that Broker and the lock box service are not responsible for and do not insure Seller’s real or personal Property against loss for damages related directly or indirectly to the use of the lock box service. Seller shall store and secure all valuables and shall maintain appropriate insurance. (If Tenant occupied, Tenant must sign lockbox authorization form. Showing subject to tenants rights.)

9. Seller authorizes Broker and/or its agents and employees to telephone, fax and/or e-mail Seller for any reason relating to this Agreement, including communications after closing or other termination of this Agreement.

INTERIOR PICTURES. Initial here if the Seller permits the Broker to use pictures of the interior of the Property as part of the marketing of the Property. ____________(Seller) ____________(Seller)

USE OF LISTING CONTENT: INTELLECTUAL PROPERTY LICENSE. Unless Seller delivers to Broker a written certification, in a form acceptable to Broker or indicates in this agreement, that Seller does not desire the Listing Content to be disseminated by a multiple listing service, Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker’s agent (the “Seller Listing Content”), or otherwise obtained or produced by Broker or Broker’s agent in connection with this Agreement (the “Broker Listing Content”), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

AUTHORIZATION FOR DUAL AGENCY. This section serves three purposes. First, it discloses that a Real Estate Licensee may potentially act as a dual agent that is representing more than one party to the transaction. Second, this section explains the concept of Dual Agency. Third, this section seeks your consent to allow the Real Estate Licensee to act as a Dual Agent. A Licensee may legally act as a Dual Agent only with your consent. By choosing to initial below, your consent to dual Agency Representation is presumed.

The Broker and Seller's Designated Agent (herein after sometimes collectively referred to as "Licensee") may undertake a dual representation (represent both the Seller and the Buyer for the sale of the Property). The Seller acknowledges they were informed of the possibility of this type of representation. Before initialing below, please read
Representing more than one party to a transaction presents a conflict of interest since both Clients may rely upon Licensee's advice and the Client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL Clients in the transaction.

Any Agreement between the Clients as to the final contract price and other terms are a result of negotiations between Clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Treat all Clients honestly.
2. Provide information about the Property to the Buyer.
3. Disclose all latent material defects in the Property that are known to licensee.
4. Disclose financial qualifications of the Buyer to the Seller.
5. Explain real estate terms.
6. Help the Buyer to arrange for Property inspections.
8. Help the Buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both Clients may make educated decisions on what price to offer or accept.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Confidential information that Licensee may know about the Clients, without that Client's permission.
2. The price the Seller will take other than the List price without permission of the Seller.
3. The price or terms the Buyer is willing to pay without permission of the Buyer.
4. A recommended or suggested price or terms the Buyer should offer.
5. A recommended or suggested price or terms the Seller should counter with or accept.

If either Client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to accept this section unless you want to allow the licensee to proceed as a Dual Agent in this transaction.

By initialing "Yes" below, you acknowledge that you have read and understand this section and voluntarily consent to the Designated Agent acting as a Dual Agent (that is, to represent BOTH the Seller and Buyer) should that become necessary.

AUTHORIZATION FOR DUAL AGENCY. Yes _____ _____ (initial) No _____ _____ (initial)

Licensed Real Estate Agents other than your Designated Agents, but affiliated with the Broker, may represent the actual or prospective Buyer of the Property. Further, the Broker, and/or the Designated Agent, may have previously represented a Buyer who is interested in the Property. During such representation, the Broker and/or Designated Agent may have learned material information about the Buyer that is considered confidential. Under the law, no Broker or Designated Agent may disclose any such confidential information.

NON-DISCRIMINATION. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, UNFAVORABLE DISCHARGE FROM MILITARY OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

DISCLOSURE OF CONDITION OF PROPERTY. Seller understands that no law requires any disclosures of defects for the sale of commercial properties. Any disclosures made to Buyer, as negotiated by sales contract, should be made promptly and completely by Seller.
MINIMUM SERVICES. Illinois public Act 93-957 provides that the Broker through one or more of its sponsored licensed real estate agents (such as the Designated Agent) must provide, at a minimum, the following services to the Seller: (1) Accept delivery of and present to the Seller offers and counteroffers to buy, sell or lease the Property the Client seeks to purchase or lease; (2) Assist the Seller in developing, communicating, negotiating and presenting offers, counter offers and notices that relate to the offers and counteroffers until a lease or purchase Agreement is signed and all contingencies are satisfied or waived; and (3) Answer the client’s questions relating to the offers, counteroffers, notices and contingencies.

EARNEST MONEY. The Real Estate License Act [225ILCS 454/20-20 (h) (8) (B)] requires earnest monies held in escrow be deemed "abandoned" and shall be paid to the office of the Treasurer of the State of Illinois to be held as part of the Treasurer’s special fund, if all of the following transpire: (i) the absence of disbursement, (ii) the absence of the notice of filing of a claim in a court of competent jurisdiction, and (iii) six months have elapsed from the receipt by the broker of a written demand for the escrow monies by either principal to the transaction or either principal’s duly authorized agent. EARNEST MONEY SHALL BE HELD IN AN ESCROW ACCOUNT UNTIL CLOSING PURSUANT TO THE TERMS OF ANY REAL ESTATE SALE CONTRACT AND IF HELD IN BROKER'S ESCROW ACCOUNT, IN ACCORDANCE WITH THE ILLINOIS REAL ESTATE LICENSE ACT. ACCORDING TO SEC 20-20 (H) (8) (I) OF THE REAL ESTATE LICENSE ACT, BOTH BUYER AND SELLER MUST AGREE AND SIGN THE NOTICE OF TERMINATION FOR THE BROKER TO RELEASE EARNEST MONEY TO EITHER PARTY. THE BROKER WILL BE ABLE TO RETAIN EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS, INCURRED BY BROKER AND TO PAY ESCROW MONEY, IF HELD BY BROKER, INTO COURT IN THE EVENT OF A DISPUTE. IN THE EVENT THAT ANY BUYER FORFEITS THE EARNEST MONEY, IT IS HEREBY AGREED THAT ALL EXPENSES INCURRED BY BROKER BE DEDUCTED FIRST WITH THE BALANCE BEING EQUALLY DIVIDED BETWEEN THE SELLER AND BROKER, PROVIDED THAT THE BROKER’S SHARE SHALL NOT EXCEED THE AMOUNT BROKER WOULD HAVE RECEIVED IF THE SALE HAD BEEN CONSUMATED. THIS PROVISION SHALL NOT PREVENT THE BROKER FROM CLAIMING A FULL COMMISSION FOR SELLING THE PROPERTY TO ANOTHER BUYER.

DISCLAIMER. Seller shall indemnify and save and hold Broker and Broker’s agent harmless from all claims, disputes, lawsuits, judgments and costs including reasonable attorney’s fees and court costs arising from any misrepresentations made by Seller, inaccurate information supplied by Seller, material problems with the Property, or any other latent defects in the Property, which are known to the Seller and the Seller fails to disclose same. Further the Broker shall have no responsibility to verify the financial status or the ability of a Buyer or Tenant to procure financing to purchase/lease the property.

INSPECTIONS. In the event the Property as listed herein is situated in a municipality that requires an inspection as a condition of sale, the Seller agrees to indemnify, save and hold Broker and Broker’s agents harmless from all claims, disputes, lawsuits, judgments and costs, including reasonable attorney’s fees and court costs arising from such inspection.

LITIGATION/MEDIATION/ARBITRATION. Seller agrees that all disputes or claims for $5000 or less, (as between the Broker and Seller), shall be filed through the small claims procedures available through courts of local jurisdiction. Seller agrees that any other disputes or claims arising out of or relating to this Agreement over $5000, including without limitation, disputes for the return of the Earnest Money, the breach of this Agreement, or the services provided in relation to this Agreement, negligence and/or fraud ("Disputes"), shall be submitted to mediation in accordance with the Rules and Procedures of the Homesellers/Homebuyers Dispute Resolution System as established by the National Association of REALTORS®. The mediation shall be conducted solely between the Seller and the Broker, and no other third parties may be involuntarily joined into such process. Any Agreement signed by the Parties pursuant to the mediation conference shall be binding. Any disputes not resolved by small claims procedure or mediation shall be arbitrated between the parties by the U.S. Arbitration and Mediation Midwest, Incorporated in accordance with its relevant arbitration rules, upon the election of one of the Parties. The arbitrator’s decision shall be final and binding and judgment may be entered thereon. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator’s award, or fails to comply arbitrator’s award, the other Party is entitled to costs of suit including a reasonable attorney’s fee for having to compel arbitration or defend or enforce the award. The provisions of this Section concerning arbitration apply to any Disputes or claims brought between the Parties.

The following matters are excluded from mediation and arbitration hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage, or deed of trust; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanics’ lien; or (d) any matter which is in the jurisdiction of a probate court.

The filing of a judicial action to enable the recording of a notice of pending action, or for an order of attachment, receivership, injunction, or other provisional remedies, or for the sole purpose of meeting the requirements of a statute of limitation, shall not constitute a waiver of the right to mediate and/or arbitrate under this Section nor shall
it constitute a breach of the duty to mediate and/or arbitrate. The escrow agent may not be joined in any action involving Earnest Money, but shall distribute the Earnest Money in accordance with the terms of the final judgment or award. However, the Escrow Agent may institute an interpleader action to determine the proper receipt of the Earnest Money. Any attorney’s fees or other expenses of the Escrow Agent shall be paid from the Earnest Money prior to disbursement to the Parties.

REMEDIES UPON DEFAULT. If either party defaults in the performance of any obligation of this Agreement, the party claiming a default ("Non-Defaulting party") shall notify the other party ("Defaulting party") in writing of the nature of the default. The Non-Defaulting party may, but is not required to provide the Defaulting party with a deadline to cure the default. In the event the default is not cured, then the Non-Defaulting party may seek any remedy at law or in equity. In the event of litigation or arbitration between the Parties, the prevailing party may recover, in addition to damages and/or equitable relief, the cost of litigation, applicable fees, and reasonable attorney’s fees.

NOTICES. Any notice required under this Agreement shall be given to the other party, in writing, either personally, by facsimile/electronic transmission or Certified Mail, postage prepaid, with Return Receipt Requested, at the last known address or transmission number of the party. All such notices shall be deemed to have been given on the date of personal service or on the date of proof of successful facsimile/electronic transmission. Such notice shall be sufficient if served upon or addressed to any one Seller.

FACSIMILE/ELECTRONIC COPIES. Fully executed facsimile/electronic (e-mail, scanned, etc) copies shall be deemed true copies; however, the parties shall exchange original copies as soon thereafter as practicable.

ENTIRETY OF AGREEMENT. This Agreement contains the entire Agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exists other than those herein set forth.

AMENDMENTS. No amendment or alteration to the terms of this Agreement, including (but not limited to) the amount of commission or the time of payment of the commission, shall be valid or binding unless made in writing and signed by the parties.

GOVERNING LAW. Terms and provisions of this Agreement shall be interpreted, subject to and governed by the laws of the State of Illinois.

CONSTRUCTION. Words of gender used in this Agreement, shall be held and construed to include any other gender, and words in the singular shall be held in the plural, and vice versa, unless the context requires otherwise.

BINDING EFFECT. This Agreement shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators, successors or assigns.

AGENT INTEREST. Pursuant to 225 ILCS 454/10-27, N/A is a licensed real estate broker/agent and has an interest, direct or indirect, as the Seller or Buyer of the Property that is the subject of this transaction.

RIGHT TO SIGN. By signing this document, you are certifying that you are an authorized owner(s) of the Property and can legally sign.

Jeffrey E Beckman
PRINT SELLER'S NAME

221 S 7th St Vandalia IL 62471
SELLER'S ADDRESS

618-283-5000
SELLER'S PHONE #

DATE

TIME & DATE ACCEPTED

SELLER

PRINT SELLER'S NAME

SELLER'S ADDRESS

SELLER'S PHONE #

BY SELLER'S DESIGNATED AGENT

MANAGING BROKER SIGNATURE
(Listing Agreement not valid until it has managing Broker's Signature)
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-06-12-E

AN ORDINANCE APPROVING AGREEMENT BETWEEN
FAYETTE COUNTY AND AVAST PRO

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS _______ 12th ____________ DAY OF JUNE, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS ___________________ DAY OF JUNE, 2018
ORDINANCE NO. 2018-06-12-E

AN ORDINANCE APPROVING AGREEMENT BETWEEN
FAYETTE COUNTY AND AVAST PRO

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, Fayette County is serviced by Nathan Dothager d/b/a Dothager Independent IT Consulting for IT purposes; and

WHEREAS, said Consulting IT firm has requested Virus Protection Software by Avast Pro for the entire Courthouse as the Courthouse does not currently have a Virus Protection Software, and

WHEREAS, said Contract will be $3,299.00 for two (2) years; and

WHEREAS, it is in the best interests of the County to approve the attached Contract.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Contract between the Fayette County Board and Avast Pro.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on agreement. Upon passage
and signing of this Ordinance and Contract, the County Clerk shall file a certified copy of such executed documents.

**SECTION 4. AUTHORIZATION TO OTHERS.** All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

**SECTION 5. SEVERABILITY.**

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 6. REPEALER.**

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of June, 2018, upon yea and nay vote as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRYCE KISTLER</td>
<td>Yea</td>
</tr>
<tr>
<td>JAKE HARRIS</td>
<td>Yea</td>
</tr>
<tr>
<td>JOHN C. DANIELS, JR.</td>
<td>Yea</td>
</tr>
<tr>
<td>JEFFREY BECKMAN</td>
<td>Yea</td>
</tr>
<tr>
<td>GLEN W. DANIELS</td>
<td>Yea</td>
</tr>
<tr>
<td>MARK ISAIAH</td>
<td>Yea</td>
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<tr>
<td>DEAN J. BERNHARDT</td>
<td>Yea</td>
</tr>
<tr>
<td>KEITH COLE</td>
<td>Absent</td>
</tr>
<tr>
<td>DARRELL SCHAAAL</td>
<td>Yea</td>
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<tr>
<td>JENNY WAGGONER</td>
<td>Yea</td>
</tr>
<tr>
<td>GLENN GURTNER</td>
<td>Yea</td>
</tr>
<tr>
<td>GLENGA J. BARTELS</td>
<td>Yea</td>
</tr>
</tbody>
</table>
WADE WILHOUR

CHAD AUSTIN

Yea

Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of June, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virus Protection Software</td>
<td></td>
<td>3299</td>
</tr>
<tr>
<td>2yr. Contract - Avast Pro</td>
<td></td>
<td></td>
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</table>

**TOTAL** $3299.00

By: ______________________

(County Clerk Office Use Only)

Committee: (01) Claims

Vendor #

Invoice 1321

Filed: ______________________

Paid: ______________________
I'm asking I can prepare claim correct? Capital improvement correct?

Thank you Vicky

Sent from my iPhone

Begin forwarded message:

From: Nathan Dothager <nathan@dothagerconsulting.com>
Date: May 6, 2018 at 7:44:53 PM CDT
To: <vconder@fayettecountyillinois.org>
Subject: Avast license pricing
Reply-To: <nathan@dothagerconsulting.com>

Vicky,

We will need 50 licenses for the Avast Antivirus. They offer 1 year and 2 year licenses.

Avast Pro Plus managed 1yr - $2199.00
Avast Pro Plus managed 2yr -$3299.00

I believe we have a trial through the next board meeting if this is something that needs ran past them. Just let me know.

Thanks,

Nathan Dothager | Founder & CEO | Dothager Independent IT Consulting
306 S. 4th St. Suite F, IL 62401 | nathan@dothagerconsulting.com | Phone: (618)-339-5966
From: Nathan Dothager  
nathan@dothagerconsulting.com  
Subject: Avast license pricing  
Date: May 7, 2018 at 2:10:25 AM  
To: Vicky Conder  
vconder@fayettecountyillinois.org

Vicky,

We will need 50 licenses for the Avast Antivirus. They offer 1 year and 2 year licenses.

Avast Pro Plus managed 1yr - $2199.00
Avast Pro Plus managed 2yr - $3299.00

I believe we have a trial through the next board meeting if this is something that needs ran past them. Just let me know.

Thanks,

Nathan Dothager | Founder & CEO | Dothager Independent IT Consulting
Dothager Independent IT Consulting  
1962 N. 350th St.  
Vandalia, IL 62471

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
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<tbody>
<tr>
<td>5/20/2018</td>
<td>1321</td>
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**Bill To**  
Fayette County Courthouse  
221 South Seventh Street  
Vandalia, IL 62471

<table>
<thead>
<tr>
<th>P.O. No.</th>
<th>Terms</th>
<th>Project</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Net 30</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>50 User Avast Pro Plus -Managed 2yr.</td>
<td>3,299.00</td>
<td>3,299.00</td>
</tr>
</tbody>
</table>

**Total**  
$3,299.00
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-06-12-F

AN ORDINANCE APPROVING THE FAYETTE COUNTY LOCAL EMERGENCY MANAGEMENT AGENCY (EMA) COORDINATOR AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS _______ 12th _________ DAY OF JUNE, 2018

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS ___________________ DAY OF JUNE, 2018
ORDINANCE NO. 2018-06-12-F

AN ORDINANCE APPROVING THE FAYETTE COUNTY LOCAL EMERGENCY MANAGEMENT AGENCY (EMA) COORDINATOR AGREEMENT

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the County Clerk and the Fayette County EMA Committee has reviewed and requested approval from the County Board of the attached Fayette County Local Emergency Management Agency (EMA) Coordinator Agreement (attached hereto as Exhibit A); and,

WHEREAS, that said contract is for the purpose of assessing, assigning, and delegating local emergency management to the Fayette County Health Department; and

WHEREAS, it is in the best interests of the County to approve the attached Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Fayette County Local Emergency Management Agency (EMA) Coordinator Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Agreement in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.
**SECTION 4. AUTHORIZATION TO OTHERS.** All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

**SECTION 5. SEVERABILITY.**

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 6. REPEALER.**

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the __12th____ day of June, 2018, upon yea and nay vote as follows:

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>BRYCE KISTLER</td>
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<td>JAKE HARRIS</td>
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<td>Yea</td>
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<tr>
<td>GLENDRA J. BARTELS</td>
<td>Yea</td>
</tr>
<tr>
<td>WADE WILHOUR</td>
<td>Yea</td>
</tr>
<tr>
<td>CHAD AUSTIN</td>
<td>Yea</td>
</tr>
</tbody>
</table>
APPROVED by the Chairman of the Fayette County Board, Illinois on the ___12th____ day of June, 2018.

Jeffrey R. Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

{SEAL}
Fayette County
Local Emergency Management Agency (EMA) Coordinator Agreement
Between
Fayette County Board and
Fayette County Health Department

WITNESSED

WHEREAS, the Fayette County Board (hereinafter referred to as “County Board”) is responsible for the appointment of a local Emergency Management Agency (EMA) Coordinator;

WHEREAS, the Fayette County Health Department (hereinafter referred to as “Department”) employs staff that are willing and able to serve as the EMA Coordinator;

WHEREAS, The Fayette County Board agrees to and does hereby appoint the Fayette County Health Department as EMA Coordinator for Fayette County, Illinois.

It is both parties’ intent to enter into an agreement whereby a qualified designee of the Department will serve the function as EMA Coordinator for the County Board. The terms of which are as follows:

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties to the following:

I. **County Board**

A. Provide access to (including keys), maintain all insurance and license for, and provide maintenance and inspection fees on all EMA equipment including vehicles.

B. Maintain the current arrangement with Fayette County Sheriff to handle telephone dispatch for EMA outside the hours of 8 am to 4 pm Monday - Friday, on all Department holidays, or any other time the EMA Coordinator is unavailable.

C. Ensure the Fayette County EMA Committee meets with the Coordinator at least quarterly.

D. Reimburse the Health Department quarterly for EMA Coordinator services. Quarterly reimbursement shall be equal to 1/4 of all Fayette County EMA associated grants.

E. Supply the department with all current grant contracts pertaining to EMA and Contact update as they occur.
II. **Department**

A. Fulfill duties and responsibilities as indicated in 29 Illinois Administrative Code 301 (Political Subdivision Emergency Services and Disaster Agencies) that are pertinent to local EMAs and non-mandated EDSAs.

B. Fulfill all mandates so as to maintain accreditation of the Fayette County EMA.

C. The Department agrees to employ a EMA Coordinator whose work efforts will be 50% of the county’s standard work week (35 hours). This is understood to be 17.5 hrs.

D. Maintain the coordinator as an employee of the Department. In doing so, the coordinator will abide by the Department policy manual and all other department policies including cost of living adjustments, health insurance, and travel reimbursement.

E. The EMA Coordinator will comply with and implement the guidelines for Fayette County EMA Coordinator as attached hereto and incorporated by reference herein.

F. The Department will submit a quarterly bill to the county for payment.

**TERM AND TERMINATION**

The term of this agreement will be for 15 month period commencing on July 1, 2018, and concluding on September 30, 2019. This agreement will be renewed annually. This agreement may be terminated by either party by giving 14 days written notice.

**For and on Behalf of:**

Fayette County Board

[Signature]

Jeff Beckman, Chairman

[Date]

**For and on Behalf of:**

Fayette County Health Department

[Signature]

Darrell Schaal, Board President

[Date] 5·31·18

Heather Jackson, Interim Administrator

[Signature]

[Date] 5·31·18

**Attest:**

Vicky Conder, Clerk
Fayette County Board
Fayette County
Local Emergence Management Agency (EMA) Coordinator Agreement
Between
Fayette County Board and
Fayette County Health Department

WITNESSED

WHEREAS, the Fayette County Board (hereinafter referred to as “County Board”) is responsible for the appointment of a local Emergency Management Agency (EMA) Coordinator;

WHEREAS, the Fayette County Health Department (hereinafter referred to as “Department”) employs staff that are willing and able to serve as the EMA Coordinator;

WHEREAS, The Fayette County Board agrees to and does hereby appoint the Fayette County Health Department as EMA Coordinator for Fayette County, Illinois.

It is both parties’ intent to enter into an agreement whereby a qualified designee of the Department will serve the function as EMA Coordinator for the County Board. The terms of which are as follows:

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties to the following;

I. County Board

A. Provide access to (including keys), maintain all insurance and license for, and provide maintenance and inspection fees on all EMA equipment including vehicles.
B. Maintain the current arrangement with Fayette County Sheriff to handle telephone dispatch for EMA outside the hours of 8 am to 4 pm Monday - Friday, on all Department holidays, or any other time the EMA Coordinator is unavailable.
C. Ensure the Fayette County EMA Committee meets with the Coordinator at least quarterly.
D. Reimburse the Health Department quarterly for EMA Coordinator services. Quarterly reimbursement shall be equal to 1/4 of all Fayette County EMA associated grants.
E. Supply the department with all current grant contracts pertaining to EMA and Contact update as they occur.
II. **Department**

A. Fulfill duties and responsibilities as indicated in 29 Illinois Administrative Code 301 (Political Subdivision Emergency Services and Disaster Agencies) that are pertinent to local EMAs and non-mandated EDSAs.

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C. The Department agrees to employee a EMA Coordinator whose work efforts will be 50% of the county’s standard work week (35 hours). This is understood to be 17.5 hrs.

D. Maintain the coordinator as an employee of the Department. In doing so, the coordinator will abide by the Department policy manual and all other department policies including cost of living adjustments, health insurance, and travel reimbursement.

E. The EMA Coordinator will comply with and implement the guidelines for Fayette County EMA Coordinator as attached hereto and incorporated by reference herein.

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**TERM AND TERMINATION**

The term of this agreement will be for a 15-month period commencing on July 1, 2018, and concluding on September 30, 2019. This agreement will be renewed annually. This agreement may be terminated by either party by giving 14 days written notice.

---

**For and on Behalf of:**

Fayette County Board

Jeff Beckman, Chairman

Date: 6/12/2018

---

**For and on Behalf of:**

Fayette County Health Department

Darrell Schaal, Board President

Date: 5-31-18

Heather Jackson, Interim Administrator

Date: 5-31-18

---

**Attest:**

Vicky Conder, Clerk

Fayette County Board
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-06-12-G

AN ORDINANCE APPROVING AGREEMENT BETWEEN FAYETTE COUNTY AND SOLARSTONE PARTNERS, LLC

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS

THIS 12th DAY OF JUNE, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY

THIS 12th DAY OF JUNE, 2018
ORDINANCE NO. 2018-06-12-G

AN ORDINANCE APPROVING AGREEMENT BETWEEN
FAYETTE COUNTY AND SOLARSTONE PARTNERS, LLC

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized
and is now operating as a county under the provisions of the Illinois Counties Code, and all
laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, Fayette County has two parcels of property (Property Index Number: 16-09-
36-400-004 and 16-09-36-251-008) that is approximately 59 acres where it wishes to put a solar
energy system; and

WHEREAS, SolarStone Partners, LLC has requested a lease agreement with Fayette
County to install and maintain a solar energy system on said parcel of property for a term of
thirty-five (35) years (attached hereto as Exhibit A), and

WHEREAS, it is in the best interests of the County to approve the attached Lease
Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE
COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREambles.

The County hereby finds that the recitals contained in the preambles to this Ordinance
are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Lease Agreement between the Fayette County Board
and SolarStone Partners, LLC.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the
Lease Agreement in the name of the County. The County Clerk is hereby authorized
empowered and directed to attest the signature of the County Board Chairman on agreement. Upon passage and signing of this Ordinance and Contract, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Lease Agreement.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 12th day of June, 2018, upon yea and nay vote as follows:

<table>
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<tr>
<th>Name</th>
<th>Vote</th>
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<tbody>
<tr>
<td>BRYCE KISTLER</td>
<td>Yea</td>
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<tr>
<td>JAKE HARRIS</td>
<td>Yea</td>
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<tr>
<td>JOHN C. DANIELS, JR.</td>
<td>Yea</td>
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<tr>
<td>JEFFREY BECKMAN</td>
<td>Yea</td>
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<td>GLEN W. DANIELS</td>
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<td>MARK ISAIAH</td>
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<td>DEAN J. BERNHARDT</td>
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<td>KEITH COLE</td>
<td>Absent</td>
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<td>DARRELL SCHAAAL</td>
<td>Yea</td>
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<td>JENNY WAGGONER</td>
<td>Yea</td>
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<td>GLENN GURTNER</td>
<td>Yea</td>
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</tbody>
</table>
GLENDIA J. BARTELS  Yea
WADE WILHOUR  Yea
CHAD AUSTIN  Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the 12th day of June, 2018.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky Conder
Fayette County Clerk

[SEAL]
SOLAR ENERGY FACILITY LEASE AND EASEMENT AGREEMENT

THIS SOLAR ENERGY FACILITY LEASE AND EASEMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between Fayette County, a County being incorporated under the Laws of the State of Illinois, having an address at 221 South Seventh Street, Vandalia, Illinois 62471 (the "Lessor"), and SolarStone Development L.L.C., a Minnesota limited liability company, having an address at 3944 Xerxes Ave. S., Minneapolis, MN 55410, together with its assigns ("Tenant").

PART I - SUMMARY OF LEASE TERMS AND DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

Effective Date: June 12th, 2018

Land: The land owned by Lessor, legally described on Exhibit A-1, and depicted on the Site Plan attached as Exhibit B.

Premises: A portion of the Land consisting of approximately 59 acres, legally described on Exhibit A-2, and depicted on the Site Plan attached as Exhibit B.

Solar Facilities: Any and all equipment or other personal property used or useful in connection with the operation of a solar energy conversion system, including but not limited to solar energy conversion panels, supporting structures, frames, pads, footings, electrical transformers, fixtures, underground and overhead electric distribution, collection and transmission lines, communication lines, substations and substation equipment, switchgear, energy storage facilities, power generation facilities, access roads, interconnection facilities and related facilities and equipment.

Commercial Operation Date: The date the on Lessor begins to produce electric power at the Solar Facilities on a regular basis, not including test power produced in connection with the preliminary testing and final completion of the Solar Facilities.

Development Period: The period beginning on the Effective Date and ending upon commencement of the Operating Period, as described in Section 2 of this Agreement.

Development Period Termination Date: June 12th, 2022.

Operating Period: The period beginning on the earlier of (i) the Development Period Termination Date or (ii) the Commercial Operation Date, and continuing for a period of thirty five (35) years thereafter, as described in Section 2 of this Agreement.

Renewal Period: The period beginning on the expiration of the Operating Period and continuing for a period of ten (10) years thereafter, as described in Section 2 of this Agreement.
SOLAR ENERGY FACILITY LEASE
AND EASEMENT AGREEMENT

PART II - GENERAL TERMS AND CONDITIONS

1. Lease and Easement Rights.

1.1 Lease of Premises. Lessor leases to Tenant and Tenant leases from Lessor the Premises for the purpose of constructing, installing, operating and maintaining thereon a solar energy conversion system, including but not limited to any Solar Facilities on the Premises.

1.2 Access Easement. Lessor grants to Tenant an easement over, across, on and through the Premises for ingress and egress to the Solar Facilities, by means of any existing roads or lanes, or by such route or routes as Tenant may construct from time to time. The easement rights granted herein shall include the right to improve existing roads and lanes, or to build new roads. The location and dimension of such access roads within the Premises shall be determined by Tenant in Tenant's sole discretion.

1.3 Transmission Easement. Lessor hereby grants to Tenant an easement over, across, on and through the Premises for the placement and operation of transmission, distribution and/or communication equipment (including but not limited to underground or overhead transmission, collection, distribution and/or communication lines, transformers, substations and other equipment required for the transmission, collection or distribution of electric power and/or communications to or from the Solar Facilities), over and across the Land. The location and dimension of such transmission, distribution or communication facilities within the Premises shall be determined by Tenant in Tenant's sole discretion.

1.4 Solar Easement. Lessor hereby grants to Tenant an easement over, across, on and through the Land for the conversion of solar power to electric energy. Lessor shall not interfere with and shall not allow any other party to interfere with the unobstructed access of the Solar Facilities to the light of the sun. Any obstruction to insolation for conversion of solar power to electric energy is prohibited throughout the entire area of the Land. Lessor may not place or plant any trees, or build or erect structures or improvements on the Land after the date of this Agreement which may, in Tenant's sole judgment, impede or interfere with Tenant's ability to convert solar power to electric energy. Tenant shall have the right to trim and/or remove trees and other vegetation from the Land to the extent reasonably necessary to obtain and preserve full exposure of the Solar Facilities to the sun. The solar easement granted hereunder shall burden the Land and benefit the Premises. The solar easement granted hereunder extends across the Land, 360 degrees horizontally from the Solar Facilities and vertically through all space located above the surface of the Land, that is, 180 degrees or such greater angle as may be necessary to extend on and along a line drawn along the surface of the Land from each point along the exterior boundary of the Land through the Land, to a point on the opposite side of the Land.

1.5 Development Activities. Tenant shall have the exclusive right to use the Land for the conversion of solar energy into electrical energy and collecting and transmitting the electrical energy so converted, and to undertake all development activities related thereto, together with any and all activities, including but not limited to: (a) determining the feasibility of solar energy conversion on the Premises, including studies of insolation and other meteorological data, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating weather monitoring equipment, fences and buildings to properly operate, house, protect and otherwise facilitate Company's
weather monitoring activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, Solar Facilities; and (c) undertaking any other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. This Agreement gives the Tenant the exclusive right to convert all of the solar resources of the Land.

1.6 **Lessor’s Retained Rights.** Throughout the Term, Lessor shall have the right to use any portion of the Land not then occupied by Solar Facilities to the extent Lessor’s use is not inconsistent with and does not hinder or impede Tenant’s use of the Premises in accordance with this Agreement.

1.7 **Farming Tenants.** If all or any part of the Land has been or will be leased to a third party for agricultural cultivation purposes during the Development Period, then (1) any rents paid under such leases during the Development Period shall belong to Lessor and (2) all such leases shall be terminated by Lessor and all tenants shall vacate the Land on or before commencement of the Operating Period, unless Tenant agrees in writing to a different arrangement. Lessor shall make such arrangements with the third party during the Development Period as are necessary for Tenant to enter upon the Land as often as Tenant deems necessary to conduct all tests and inspections necessary in Tenant’s opinion to further the development of the Land and to exercise all of Tenant’s rights set forth in this Agreement. Tenant agrees to use reasonable efforts to minimize the impact on the crops by Tenant’s activities. Crop damage caused by Tenant’s activities during the Development Period, either in connection with Tenant’s due diligence inspection and testing or as the result of any development or construction activities during the growing season, prior to harvest, shall be compensated to the Lessor by Tenant at the rate of $1000 per acre, such amount to compensate Lessor for loss of agricultural rental value and to compensate the farming tenant for loss of crop value. Lessor shall be responsible for settling any claims from the farming tenant for such damage, and upon Tenant tendering payment to Lessor for the amount specified herein, Lessor hereby releases and indemnifies Tenant for any and all such farming tenant claims. On and after commencement of the Operating Period, Tenant shall have no responsibility for any loss of crops caused by Tenant’s activities.

2. **Term.**

2.1 **Development Period.**

(a) The Development Period shall commence on the Effective Date of this Agreement and shall continue until the earlier of (i) commencement of the Operating Period pursuant to Section 2.2, or (ii) the Development Period Termination Date.

(b) During the Development Period, Tenant shall have the right to access the Land to perform such studies, investigations and tests as Tenant deems necessary or desirable to evaluate the potential for development of the Solar Facilities on the Land, and the right to construct and install the Solar Facilities, provided that, upon the Commercial Operation Date, the Development Period shall terminate and the Operating Period shall commence, as provided in Section 2.2 of this Agreement.

(c) Tenant shall have the right, at any time during the Development Period, to terminate this Agreement by delivering written notice of termination to Lessor. Upon delivery of such written notice of termination to Lessor, this Agreement shall terminate and neither party shall have any further rights or obligations to the other hereunder, provided that upon such termination, Tenant shall remove any Solar Facilities installed and repair any damage to such portion of the Land caused by Tenant during the Development Period.
2.2 Operating Period. Provided Tenant has not delivered written notice of termination as provided in Section 2.1(e), the Operating Period shall commence upon the earlier of (i) the Development Period Termination Date or (ii) if earlier, the Commercial Operation Date, and shall extend for a period of thirty five (35) Lease Years thereafter. As used herein, the term “Lease Year” shall mean the 12 month period commencing on the first day of the Operating Period and each successive 12-month period thereafter.

2.3 Renewal Period. Provided this Lease is still in effect, Landlord hereby grants to Tenant, and to Tenant’s successors and assigns, the right and option to renew this Lease for a period of ten (10) Lease Years, commencing upon expiration of the Operating Period (“Renewal Period”), and upon the same terms, covenants, and conditions that exist for the Operating Period, except for the Operating Period Rent and any other terms or conditions which, either expressly or by their nature, apply only to the Operating Period. If Tenant elects to exercise the option to renew, Tenant shall deliver written notice to Landlord on or before the date that is one hundred eighty (180) days prior to the last day of the Operating Period, provided, however, that if Tenant is entitled to exercise an option to renew but fails to give Landlord written notice of such exercise at least one hundred eighty (180) days prior to the last day of the Operating Period, then Landlord agrees to give Tenant written notice of such failure (the “Reminder Notice”), and Tenant shall have the right to exercise such option to renew by written notice to Landlord given within ten (10) business days after Landlord’s Reminder Notice. Said renewal option may be transferred to any party to whom Tenant’s interest in this Lease is transferred.

2.4 Entire Term. The Development Period, together with the Operating Period and the Renewal Period (if exercised by Tenant), are referred to herein as the “Term.” The rights and interests granted pursuant to this Agreement extend for the Term.

3. Rent, Taxes and Utilities.

3.1 Development Period Rent. During the Development Period, Tenant shall pay to Lessor, as rent, the total amount(s) shown on Schedule 1, attached hereto.

3.2 Operating Period Base Rent. During the Operating Period, Tenant shall pay to Lessor an annual rental payment as shown on Schedule 1, attached hereto (the “Operating Rent”). Annual Operating Rent shall be payable in annual payments within sixty (60) days after the end of each Lease Year.

3.3 Renewal Period Base Rent. During the Renewal Period, Tenant shall pay to Lessor an annual rental payment as shown on Schedule 1, attached hereto (the “Renewal Rent”). Annual Renewal Rent shall be payable in annual payments within sixty (60) days after the end of each Lease Year.

3.4 Lessor Taxes. Lessor shall pay, when due, all real property taxes and assessments levied against the Land and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. If Lessor shall fail to pay any such taxes or assessments when due, Tenant may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any rent otherwise due to Lessor from Tenant.

3.5 Tenant Taxes. Tenant shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Tenant
shall pay or reimburse Lessor an amount equal to the increase no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Tenant with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.

3.6 Contest. Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

3.7 Utilities. Tenant shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Tenant on the Premises.

4. **Tenant’s Representations and Covenants.** Tenant represents and warrants to Lessor as follows:

4.1 Liens. Tenant shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Tenant or any Solar Facility on the Premises in connection with Tenant’s use of the Premises. Tenant may contest any such lien, but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Tenant agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within 60 days of the creation of any such lien or encumbrance.

4.2 Compliance With Laws; Permits. Tenant and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Tenant’s activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities.

4.3 Tenant’s Facilities. All Solar Facilities constructed, installed or placed on the Premises by Tenant pursuant to this Agreement shall be the sole property of Tenant and Lessor shall have no ownership or other interest in any Solar Facilities on the Premises. The Solar Facilities are and shall remain personal property of the Tenant, notwithstanding any present or future common ownership of the Solar Facilities and the Premises. All Solar Facilities constructed, installed or placed on the Premises by Tenant pursuant to this Agreement may be moved, replaced, removed, repaired or refurbished by Tenant at any time.

4.4 Hazardous Waste. Tenant shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Tenant’s operations, any substance which is defined as a “hazardous material”, “toxic substance” or “solid waste” in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws.

4.5 Insurance. Tenant shall obtain and maintain in force policies of insurance covering the Solar Facilities and Tenant’s activities on the Premises at all times during the Term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of $1,000,000, provided that such amount may be provided as part of a blanket policy covering other properties.
4.6 Removal of Solar Facilities. Within 180 days after the expiration or earlier termination of the Term of this Agreement, Tenant shall remove all Solar Facilities from the Premises, provided however that Tenant shall not be required to remove any roads or below-grade improvements or facilities. If Tenant fails to remove any of the Solar Facilities within the required time period, such Solar Facilities shall be considered abandoned by Tenant and Lessor may remove such Solar Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Tenant.

4.7 Fences. Tenant shall have the right to construct fences and gates surrounding any Solar Facilities. Tenant shall maintain in good working order during the Term any such fences or gates constructed by Tenant.

4.8 Access Roads. Tenant shall have the right to use existing access roads and driveways on the Land for ingress and egress to and from any Solar Facilities. Tenant shall have the right to construct such additional roads and driveways within any Access Easement Area. Lessor shall maintain in good working condition any access roads and driveways in existence as of the date of this Agreement. Tenant shall maintain in good working condition any access roads and drives constructed by Tenant.

5. Lessor's Representations and Covenants. Lessor covenants, represents and warrants to Tenant as follows:

5.1 Title and Authority. Lessor is the sole owner of the Land in fee simple and each person or entity signing this Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the lease and easements rights granted herein. All persons having any ownership interest in the Land (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Lessor represents and warrants that there are no liens, encumbrances, mortgages, deeds of trust, fractional interests, severed mineral interests, options, rights of third parties or any other liens, encumbrances or interest affecting Lessor’s title to the Land, except as set forth on Exhibit D, attached hereto. Except as noted on Exhibit D, attached hereto, no party has any right to possession of any portion of the Land.

5.2 Quiet Enjoyment. As long as Tenant is not in default hereunder, Tenant shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Land and any grant of rights Lessor makes to any other person shall not interfere with any of Tenant's activities pursuant to this Agreement, and Lessor shall not interfere with any of Tenant’s activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with the Lessor’s ability to convert insolation to electric energy or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities.

5.3 Hazardous Materials. Lessor represents and warrants that the Land does not contain and Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a “hazardous substance”, “hazardous material”, or “solid waste” in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Tenant and is in full compliance with all applicable laws. If at any time any such “hazardous substance”, “hazardous material”, or “solid waste” is determined to be present on the Land, Lessor shall take all steps necessary to promptly remove or otherwise abate or remediate such condition, as may be required pursuant to any applicable law, rule or ordinance.
5.4  Cooperation. Lessor shall cooperate with Tenant to obtain non-disturbance and subordination agreements from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Tenant under this Agreement. Lessor shall also cooperate with Tenant to obtain and maintain any permits needed for the Solar Facilities. Lessor shall also provide Tenant with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Tenant or any of its lenders from time to time.

5.5  Exclusivity. During the Term, the Tenant shall have the sole and exclusive right to install and operate Solar Facilities on the Land and to convert solar energy to electricity. Lessor shall not construct, build or locate, or allow others to construct build or locate any solar energy conversion system or any Solar Facilities on the Land.

5.6  Withholding Requirements. Lessor is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said section. Lessor shall, upon request, provide Tenant an exemption certification regarding Section 1445.

5.7  No Litigation. To Lessor's knowledge, there is no action, litigation, suit, proceeding or investigation pending or threatened by any organization, person, individual or governmental agency, including but not limited to governmental actions under condemnation authority or proceedings similar thereto, which affect the Premises (or any portion thereof) or Lessor, or which could become a cloud on title to the Premises (or any portion thereof) or which questions the validity or enforceability of the transaction contemplated in this Agreement.

5.8  No Violations. Lessor has not received notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Land.

6.  Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagees and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees and consequential damages, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Agreement.

7.  Assignment; Bifurcation; Encumbrance of Agreement.

7.1  Assignment.

(a)  Tenant shall have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises: (i) finance, securitize, utilize as credit support, mortgage or otherwise encumber the Premises; (ii) apportion, grant co-leases, subleases, subeasements, co-easements, separate easements, leases, licenses or similar rights (however denominated) to one or more persons with respect to all or any portion of the Premises; or (ii) sell, convey, lease, assign or transfer, in whole or in part, Tenant's interest in and to this Agreement, or any or all right or interest of Tenant in this Agreement, or any or all right or interest of Tenant in the Premises or in all or any part of the Solar Facilities. Tenant will give notice to Lessor of
any such assignment (including the address of the assignee thereof for notice purposes); provided, however, that failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of (x) not binding Lessor with respect to such assignment until such notice shall have been given, and (y) not releasing the assignor from liability under this Agreement pursuant to subparagraph (b), until such notice shall have been given. Notwithstanding anything to the contrary herein, any financing or security agreement entered into by Tenant shall not create or be filed as a lien against the Lessor’s fee estate.

(b) Any assignee or grantee of all or any part of Tenant’s interest hereunder shall be liable to perform obligations under this Agreement commencing on the date of such assignment. Any assignment permitted hereunder shall release the assignor from obligations with respect to the interests assigned accruing after the date that liability is assumed by the assignee.

(c) Notwithstanding anything herein to the contrary, Tenant may collaterally assign this Agreement and the Solar Facilities to any mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Secured Parties"), without the need for consent from Lessor. Upon receipt of notice of the name and address of the Secured Parties, Lessor agrees to deliver any notices of default to the Secured Parties simultaneously with the delivery of such notices of default to Tenant. The Secured Parties will have the right to cure any defaults or breaches by Tenant within the time periods provided hereunder for Lessee plus an additional sixty (60) days in the case of an Event of Default under Section 9, and in order to succeed to the rights and obligations of Tenant under this Agreement shall not be required to cure any defaults by Tenant that by their nature are not capable of being cured by the Secured Parties. Any such notices to Secured Parties shall be sent to the Secured Parties at the address specified in writing to Lessor by Tenant or any Secured Party. Failure by Lessor to give a Secured Party such notice shall not diminish the Secured Party’s rights against Tenant, but shall preserve all rights of the Secured Party to cure any default and to remove any property of Tenant located on the Premises.

(d) If Lessor has been notified of the existence of Secured Parties, Lessor will not agree to any amendment, modification or voluntary termination of this Agreement without the prior written consent of the Secured Parties. Upon receipt of a written request from any Secured Party, Lessor shall make any and all payments due and owing by Lessor under this Agreement to an account designated by the Secured Party, and Tenant agrees that such payment by Lessor will fully satisfy Lessor's payment obligations with respect to this Agreement to the extent of such payment. Lessor agrees that, upon foreclosure (or assignment in lieu of foreclosure) of its mortgage or security interest in the Solar Facilities, the Secured Party may succeed to the rights and obligations of Tenant under this Agreement. The Secured Party will be responsible for performance of Tenant's obligations after it succeeds to Tenant's interests under this Agreement, but shall have no further liability hereunder after it assigns such interests to a third party.

(e) If this Agreement is rejected or disaffirmed by Tenant pursuant to bankruptcy law or other law affecting creditor's rights and within ninety (90) days after such event any Secured Party shall have arranged to the reasonable satisfaction of Lessor for performance of Tenant's obligations under this Agreement, then Lessor shall execute and deliver to such Secured Party or to a designee of such Secured Party a new lease which (i) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination; and (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement. The provisions of this Section 7 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 7 were a separate and independent contract made by Lessor, Tenant and each Secured Party. Tenant's Secured Parties shall be express third party beneficiaries of this Section 7.
7.2 Bifurcation. Tenant shall have the right to bifurcate or otherwise split the leasehold and easement rights and interests granted hereunder to accommodate the development of multiple solar energy conversion projects and/or the staging of a single solar energy conversion project (or for any other reason) by delivering written notice to Lessor. Upon Tenant's request, Lessor shall execute such instruments as may be reasonably requested by Tenant to cause the rights and interest granted hereunder to be so bifurcated or split, including but not limited to separate agreements evidencing separate rights encumbering separate portions of the Premises described herein. Any further instruments executed pursuant this Section 7.2 shall be deemed an assignments of and not modifications to the rights and interests granted hereunder and such rights and interests, as so bifurcated or split, shall be deemed to have been originally granted by Lessor as of the date of this Agreement.

7.3 Right to Encumber.

(a) Tenant may at any time mortgage all or any part of its interest in this Agreement or rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in this Agreement or rights under this Agreement to any person or entity ("Lender") without the consent of Lessor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Tenant's interests by foreclosure or otherwise assumes the obligations of Tenant directly. Lender shall have all rights granted to a "Lender" hereunder from and after the date Lessor receives written notice of any mortgage or collateral assignment of all or any part of Tenant's interest hereunder.

(b) Lessor and Tenant agree that, once all or any part of Tenant's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(c) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Tenant under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Tenant's rights under this Agreement as if done by Tenant itself.

(d) During the time all or any part of Tenant's interests in this Agreement are mortgaged or assigned to any Lender, if Tenant defaults under any of its obligations and Lessor is required to give Tenant notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Tenant, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least thirty (30) days to cure the default to prevent termination of this Agreement. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Tenant's interest or otherwise take possession of Tenant's interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Tenant's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Tenant. The time within which Lender must foreclose or acquire Tenant's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) The acquisition of all or any part of Tenant's interests in this Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor
constitute a breach or default of this Agreement by Tenant, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Tenant’s proper successor under this Agreement upon Lender’s cure of any existing Tenant defaults and assumption of the obligations of Tenant under this Agreement prospectively.

(f) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Tenant or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Tenant or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Tenant or Lender shall (i) pay Lessor any amounts which are due Lessor from Tenant, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Tenant under this Agreement to the extent Tenant failed to perform them prior to the execution and delivery of the new lease.

7.4 Continuing Nature of Obligations. The burdens of the this Agreement and all rights granted to Tenant hereunder shall run with and against the Land and shall be a charge and burden on the Land and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, tenants, employees and agents. The easement rights granted herein shall be deemed easements “in gross” and such easements rights, together with the leasehold and other rights granted herein shall inure to the benefit of Tenant and its successors, assigns, permittees, licensees and tenants.

8. Condemnation; Force Majeure.

8.1 Condemnation. If eminent domain proceedings are commenced against all or any portion of the Land or Premises, and the taking and proposed use of such property would prevent or adversely affect Tenant’s construction, installation or operation of Solar Facilities on the Premises, or use of the lease or easement rights granted herein, the parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Tenant, together with any corresponding payments, or, at Tenant’s option, this Agreement shall terminate in which event neither party shall have any further obligations.

8.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Tenant shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement or any other amount for which Tenant can make a claim under applicable law. Tenant shall have the right to participate in any condemnation proceedings to this extent.

8.3 Force Majeure. Neither Lessor nor Tenant shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a force majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

9.1 Events of Default. Each of the following shall constitute an event of default hereunder (an "Event of Default"): (i) any failure by Tenant to pay rent if the failure to pay continues for thirty (30) days after written notice from Lessor; and (ii) any other material breach of this Agreement by Tenant which continues for thirty (30) days after written notice of default from Lessor or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as Tenant is making diligent efforts to cure during that time.

9.2 Lessor’s Remedies. Upon an Event of Default described in paragraph 9.1(i), above, Lessor shall be entitled, to terminate this Agreement upon thirty (30) days written notice to Tennant and reenter the Premises and take possession thereof (subject, however, to the rights of Lender’s pursuant to Section 7) or, so long as Lessor does not terminate Tenant’s right to possession of the Premises, keep this Agreement in full force and effect and collect rent and other charges from Tenant as and when due under this Agreement, with Landlord having the obligation to mitigate damages. If Lessor elects to terminate this Agreement, then all rights and obligations of the parties shall terminate, except that Lessor shall have the right to sue for and collect all rent and other amounts with respect to which Tenant shall be in default, and all damages to Lessor by reason of such Event of Default, Lessor having the obligation to mitigate damages, and Tenant shall surrender the Premises to Lessor. Upon an Event of Default described in paragraph 9.1(ii), above, Lessor shall not have the right to terminate this Agreement, but shall have the right to sue for and collect damages suffered by Lessor as a result of such Event of Default, Lessor having the obligation to mitigate damages.

9.3 Tenant’s Remedies. If Lessor shall be in default of any obligation hereunder and such default shall continue for a period of thirty (30) days after written notice to Landlord, then Tenant shall be entitled to exercise concurrently or successively any one or more of the following rights, in addition to all other remedies provided in this Agreement or available at law or in equity: (a) to bring suit for the collection of any amounts for which Lessor may be in default, or for the performance of any other covenant or agreement of Lessor, without terminating this Agreement; (b) to cure such default for the account of Lessor and offset any costs incurred by Tenant in curing such default and/or any other amounts owed by Lessor to Tenant against all amounts next coming due from Tenant to Lessor; (c) to terminate this Agreement upon thirty (30) days’ written notice to Lessor, without waiving Lessor’s rights to damages for Lessor’s failure to perform its obligations hereunder; and/or (d) seek specific enforcement of this Agreement.

10. Right of First Refusal.

(a) Lessor hereby grants to Tenant a right of first refusal (the "Refusal Right"), to purchase Lessor’s Interest on the following terms and conditions. As used herein "Lessor’s Interest" shall mean (i) Lessor’s fee interest in the Premises or such larger tract which includes the Premises; and (ii) if Lessor is a corporation, partnership, limited liability company, trust or other entity, any ownership or beneficial interest in such corporation, partnership, limited liability company, trust or other entity representing the right to receive 50% or more of the profits of such entity. In the event Lessor has received from a bona fide prospective purchaser a written offer to purchase Lessor’s Interest which Lessor has determined to accept (the "Offer"), then Lessor shall notify Tenant in writing prior to such acceptance ("Lessor’s Refusal Notice"). Lessor’s Refusal Notice shall include a copy of such Offer.
Tenant shall have sixty (60) days from the effective date of Lessor’s Refusal Notice within which to exercise such Refusal Right by written notice of exercise to Lessor ("Tenant’s Refusal Notice").

(b) The failure to provide Tenant’s Refusal Notice to Lessor within such sixty (60) day period shall be conclusively deemed to be and constitute a rejection of the offer by Tenant and a waiver of Tenant’s Refusal Right as to such Offer. In such event Lessor shall be free thereafter to sell Lessor’s Interest on the terms and conditions as set forth in the Offer to the entity making such Offer, provided such sale occurs within one hundred eighty (180) days of the date of the Offer. If Lessor intends to sell Lessor’s Interest on terms other than those set forth in the Offer or subsequent to the expiration of one hundred eighty (180) days after the Offer, Lessor shall be required to offer Lessor’s Interest to Tenant pursuant to the terms hereof.

c) If an Offer is validly accepted by Tenant, then Tenant shall purchase Lessor’s Interest from Lessor on the terms and conditions set forth in the Offer. To the extent necessary, Lessor and Tenant shall in good faith jointly negotiate the full contractual terms and conditions necessary to implement the Offer in all material respects. The closing of such acquisition shall occur within 180 days of the Offer, but not later than the closing date set forth in the Offer.

(d) This is a continuing right of first refusal which shall apply to all Offers received during the Term.

11. **Miscellaneous.**

11.1 **Notices.** Notices, consents or other documents required or permitted by this Agreement must be given by personal delivery or certified mail and shall be sent to the respective parties at the addresses set forth above, or at such other address of which either party notifies the other in writing.

11.2 **No Third Party Beneficiaries.** Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

11.3 ** Entire Agreement.** It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Tenant and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties.

11.4 **Governing Law.** This Agreement shall be governed by the laws of the state of Illinois.

11.5 **Cooperation.** Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective parties.

11.6 **Waiver.** Neither party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.
11.7 **Relationship of Parties.** The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Tenant or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Tenant shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

11.8 **Confidentiality.** The parties acknowledge that during the course of the performance of their respective obligations under this Agreement, either party may need to provide information to the other party that the disclosing party deems to be confidential, proprietary or a trade secret. Any such information that is marked confidential shall be treated confidential by the receiving party and shall not be disclosed to any other person without the prior consent of the disclosing party. After the execution of the Agreement, Lessor shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement, Tenant's site design, methods of construction or operation, power production or availability of the Solar Facilities, whether disclosed by the Tenant or discovered by Lessor, in each case unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents, (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity or (iii) is required by applicable law to be disclosed; provided however, that Lessor may disclose the financial terms of this Agreement to Lessor's consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality and to prospective buyers of the Land or lenders that may have a mortgage on the Land.

11.9 **Counterparts.** This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

11.10 **Memorandum of Agreement.** Upon Tenant’s request, Lessor and Tenant agree to execute a memorandum of this Agreement in the form attached hereto as Exhibit C. Lessor consents to the recordation of a memorandum of this Agreement and further consents to the recordation of any assignment of any interest hereunder.

11.11 **Further Assurances.** Lessor shall execute such estoppel certificates (certifying as to such factual matters as Company may reasonably request, including without limitation that no default then exists under this Agreement, if such be the case) and/or consents to assignment and/or non-disturbance agreements (respecting other property as to which Lessor or its affiliates may have lease, use or other rights) within fifteen (15) days after Tenant or its lenders may reasonably request from time to time. Lessor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Tenant or its lenders for the purpose of implementing the terms and conditions contained in this Agreement or of preserving an assignee’s security interest, at no out-of-pocket cost to Lessor.

11.12 **Successors and Assigns.** This Agreement shall be binding upon the personal representatives, executors, administrators, heirs and assigns of Lessor, and inure to the personal representatives, executors, administrators, heirs and assigns of Tenant. Any sale or other transfer of the Land by Lessor shall be subject to this Agreement. This Agreement shall burden and run with the Land. This Agreement shall inure to the benefit of and be binding upon Lessor and Tenant and, to the extent
provided in any assignment or other transfer, any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

11.13 **Attorneys Fees.** If any party brings any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding.

[signatures on next page]
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 13 day of JUne 2018.

LESSOR

By: 

By: ________________________________

LESSEE:
SOLARSTONE DEVELOPMENT L.L.C.

By:
Joseph M. DeVito, its Chief Executive Officer
Legal Description:
The North East Quarter of the South East Quarter of Section Thirty-Six (36) Township Seven (7) North Range One West of the 3rd Principal Meridian containing forty acres more or less, and all of the East half of the North East quarter of Section Thirty-Six (36) Township Seven North Range One West of the 3rd principal meridian. Except a piece estimated to contain five acres more or less, heretofore deed by James N. Berry to David N. Griffith and Hiram P. Simonton by Deed dated May the 30th 1857 and Recorded in the Recorders Office of Fayette County in Book P. Page 337.
SOLAR ENERGY FACILITY
LEASE AND EASEMENT AGREEMENT

Exhibit A-2

Legal Description of the Premises
SOLAR ENERGY FACILITY
LEASE AND EASEMENT AGREEMENT

Exhibit B

Site Plan
MEMORANDUM OF
SOLAR ENERGY FACILITY LEASE
AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR ENERGY FACILITY LEASE AND EASEMENT AGREEMENT ("Memorandum") is executed as of the date last signed by the parties hereto, by and between Fayette County, a County incorporated under the Laws of the State of Illinois, having an address at 221 South Seventh Street, Vandalia, Illinois 62471 (the "Lessor"), and SolarStone Development L.L.C., a Minnesota limited liability company, having an address at 3944 Xerxes Ave. S., Minneapolis, MN, together with its assigns ("Tenant").

RECATALS:

A. Lessor owns the land legally described on Exhibit A-1, attached hereto (the "Land").

B. Lessor and Tenant have entered into a Solar Energy Facility Lease and Easement Agreement having an effective date of June 12th, 2018 (the "Lease"), pursuant to which Lessor has leased to Tenant and granted Tenant certain other rights in, over, on and to that portion of the Land legally described on Exhibit A-2, attached hereto (the "Premises").

C. Lessor and Tenant now wish to memorialize of record the existence of the Lease and the leasehold, easement and other rights and interests granted by Lessor to Tenant pursuant to the Lease.

NOW, THEREFORE, for good and valuable consideration, Lessor and Tenant hereby agree and acknowledge as follows:

1. Lease Rights. Lessor leases to Tenant and Tenant leases from Lessor the Premises for the purpose of constructing, installing, operating and maintaining thereon a solar energy conversion system, including but not limited to any Solar Facilities on the Premises.
2. **Exclusivity.** Tenant has the exclusive right to convert all of the solar resources from the Land, to use the Land for the conversion of solar energy into electrical energy and collecting and transmitting the electrical energy so converted, and to undertake all development, construction, monitoring, installation, maintenance and operating activities related, incidental or in any way connected thereto, whether accomplished by Tenant or a third party authorized by Tenant, all as may be deemed necessary or desirable by Tenant.

3. **Easement Rights.** Lesser grants to Tenant an easement over, across, on and through the Land for the conversion of solar power to electric energy. Lesser shall not interfere with and shall not allow any other party to interfere with the unobstructed access of the Solar Facilities to the light of the sun. Any obstruction to insolation for conversion of solar power to electric energy from the Land is prohibited. Lesser may not place or plant any trees, or build or erect structures or improvements on the Land after the date of the Lease which may, in Tenant’s sole judgment, impede or interfere with Tenant’s ability to convert solar power to electric energy. Tenant shall have the right to trim and/or remove trees and other vegetation from the Land to the extent reasonably necessary to obtain and preserve full exposure of the Solar Facilities to the sun. The solar easement granted hereunder extends across the Land, 360 degrees horizontally from the Solar Facilities and vertically through all space located above the surface of the Land, that is, 180 degrees or such greater angle as may be necessary to extend on and along a line drawn along the surface of the Land from each point along the exterior boundary of the Land through the Land, to a point on the opposite side of the Land. Lesser grants to Tenant an easement over, across, on and through the Land for ingress and egress to the Solar Facilities, including the right to improve existing roads and lanes or to build new roads, the location and dimension of which shall be determined by Tenant in Tenant’s sole discretion. Lesser grants to Tenant an easement over, across, on and through the Land for the placement and operation of transmission, distribution and/or communication facilities over and across the Land, the location and dimension of which shall be determined by Tenant in Tenant’s sole discretion.

4. **Term.** The term of the Lease and Tenant’s rights therein shall be for a period of thirty-five (35) years after the earlier of (i) June 12th 2022 [insert the Development Period Termination Date as set forth in the Lease] or (ii) the Commercial Operation Date (as defined in the Lease). Tenant has the option to extend the term for one Renewal Period of ten (10) years, with the Renewal Period commencing upon expiration of the Operating Period.

4. **Right of First Refusal.** Lesser grants to Tenant a right of first refusal (the "Refusal Right") to purchase Lesser’s Interest on the terms and conditions set forth in the Lease. Any purchase of all or part of the Lesser’s Interest shall be subject to Tenant’s right of first refusal as described in the Lease. As used herein "Lessor’s Interest" shall mean (i) Lesser’s fee interest in the Premises or such larger tract which includes the Premises; and (ii) if Lesser is a corporation, partnership, limited liability company, trust or other entity, any ownership or beneficial interest in such corporation, partnership, limited liability company, trust or other entity representing the right to receive 50% or more of the profits of such entity.

5. **Miscellaneous.** This Memorandum shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. Except as otherwise indicated herein, capitalized terms used in this Memorandum are as defined in the Lease. In the event of any conflict between the terms and conditions of this Memorandum and the Lease, the terms and conditions of the Lease shall control. This Memorandum may be executed in two or more counterparts and by the parties on separate counterparts, all of which shall be considered one and the same Memorandum and each of which shall be deemed an original.
[signatures on next pages]
MEMORANDUM OF
SOLAR ENERGY FACILITY
LEASE AND EASEMENT AGREEMENT

Lessor Signature Page

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date set forth below.

LESSOR:

[Signature]
Print Name: JEFFREY E. BECKMAN

Print Name: ____________________________

STATE OF Illinois )
COUNTY OF Fayette ) SS:

The foregoing instrument was acknowledged before me this 12th day of JUNE, 2018, by __________________, and ________________________.

[Signature]
Notary Public

OFFICIAL SEAL
VICKY LYN CONDER
Notary Public – State of Illinois
My Commission Expires February 06, 2021
MEMORANDUM OF
SOLAR ENERGY FACILITY
LEASE AND EASEMENT AGREEMENT

Lessee Signature Page

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date set forth below.

LESSEE:

SOLARSTONE DEVELOPMENT L.L.C.

By: ____________________________
Joseph M. DeVito, its Chief Executive Officer

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS:

The foregoing instrument was acknowledged before me this ___ day of _______________, 2018, by Joseph M. DeVito, the Chief Executive Officer of SolarStone Development L.L.C., a Minnesota limited liability company, on behalf of the limited liability company.

_____________________________________________________
Notary Public
Legal Description:
The North East Quarter of the South East Quarter of Section Thirty-Six (36) Township Seven (7) North Range One West of the 3rd Principal Meridian containing forty acres more or less, and all of the East half of the North East quarter of Section Thirty-Six (36) Township Seven North Range One West of the 3rd principal meridian. Except a piece estimated to contain five acres more or less, heretofore deed by James N. Berry to David N. Griffith and Hiram P. Simonton by Deed dated May the 30th 1857 and Recorded in the Recorders Office of Fayette County in Book P. Page 337.
MEMORANDUM OF
SOLAR ENERGY FACILITY
LEASE AND EASEMENT AGREEMENT

Exhibit A-2

Legal Description of the Premises
SOLAR ENERGY FACILITY
LEASE AND EASEMENT AGREEMENT

Exhibit D

Permitted Encumbrances

**Title Encumbrances:** Please indicate if the following agreements affect the Premises.

- **Mortgage(s):** Yes ___ No ___ If yes, identify mortgagee(s):__________________________.

- **Oil and Gas Lease(s):** Yes ___ No ___ If yes, identify lessee(s):__________________________.

- **Pipeline Easement(s):** Yes ___ No ___ If yes, identify easement holder(s) ____________.

- **Electric Line Easement(s):** Yes ___ No ___ If yes, identify easement holder(s) ____________.

- **Private or Public Access Easement(s):** Yes ___ No ___

- **Hunting Lease(s):** Yes ___ No ___ If yes, please provide a copy of the lease and all amendments.

- **Grazing Lease(s):** Yes ___ No ___ If yes, please provide a copy of the lease and all amendments.

- **CRP Acreage:** Is any portion of the Premises under contract with or included in the Conservation Reserve Program (CRP) or other related program? Yes ___ No ___ If yes, please provide a copy of the contract and all amendments.

**Other encumbrances or third party rights:**

- Yes ___ No ___ If yes, please list below.

**Signing Authorizations:**

If signing the land lease in the name of a company, trust, 3rd party entity, please provide the following:

1. Copy of the Articles of Incorporation
2. Copy of the Bylaws, and all amendments (if any)
3. Any document signed by Entity confirming that Signatory can sign as President/CEO/COO or other (if not already stated in 1 or 2 above)*
4. Owner's Affidavit*
SOLAR ENERGY FACILITY
LEASE AND EASEMENT AGREEMENT

Schedule 1

Development Period Rent

A one-time payment of Five Hundred Dollars ($500.00).

Operating Rent

$1200 per acre, multiplied by the number of acres on the Premises occupied by Solar Facilities during the applicable Lease, as more fully described in the table below with a 1% escalator.

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<th>Rent</th>
<th>Amount</th>
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Year 29  $1,585.55  Rent
Year 30  $1,601.40  Rent
Year 31  $1,617.42  Rent
Year 32  $1,633.59  Rent
Year 33  $1,649.93  Rent
Year 34  $1,666.43  Rent
Year 35  $1,683.09  Rent

**Renewal Rent**

One thousand six hundred ninety-nine dollars and ninety-two cents ($1,699.92) per acre, multiplied by the number of acres on the Premises occupied by Solar Facilities during the applicable Lease, as more fully described in the table below.

Year 1  $1,699.92  Rent
Year 2  $1,716.92  Rent
Year 3  $1,734.09  Rent
Year 4  $1,751.43  Rent
Year 5  $1,768.95  Rent
Year 6  $1,786.64  Rent
Year 7  $1,804.50  Rent
Year 8  $1,822.55  Rent
Year 9  $1,840.77  Rent
Year 10 $1,859.18  Rent

Upon completion of the construction or installation of any Solar Facilities during any Lease Year, Tenant shall provide Landlord with an as-built drawing prepared by a duly licensed land surveyor or engineer and certifying as to the total number of acres occupied by Solar Facilities constructed by Tenant, which certification shall be used to determine rent payable for such Lease Year.