

## **Power Purchase Agreement**

This Solar Energy Services Agreement (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of June 2026 (the "Effective Date") between 548 ENERGY TECHNOLOGIES LLC, an Illinois limited liability company, (the "Power Provider") and The CITY OF AURORA, a home rule Illinois Municipal corporation ("Host"). Power Provider and Host shall each, at times, be referenced herein individually as a "Party" and, together, as the "Parties".

WHEREAS, Host owns the land, building and improvements directly or indirectly located at 2680 Church Road, Aurora, IL 60502 (the "Site"); or possesses a lease entitling it to substantially the same rights and privileges as if an owner, with a remaining term of 25 consecutive years from the Commercial Operation Date (as hereinafter defined); and

WHEREAS, Host desires that Power Provider install an integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, all as described in overview form in Exhibit 3 attached hereto (the "System"), and as will be described more specifically in the final stamped engineering drawings (the "Final Drawings") to be prepared by or at the direction of Power Provider after the Effective Date;

WHEREAS, Power Provider desires to sell, and Host desires to purchase, the Power Provider Services (as hereinafter defined), consisting of all or a portion of the System's electricity production, and other services to be provided in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **SECTION 1. - DEFINITIONS**

1.1 Definitions. In addition to terms specifically defined in the body of the Agreement, certain words and phrases shall be defined as provided in Exhibit 1 attached hereto.

### **SECTION 2. - SOLAR POWER PURCHASE**

2.1 Purchase Agreement. Host agrees to purchase the Electricity Generated and understands that the actual electricity production of the System and delivery to Host may vary throughout the Term.

2.2 Price. Host shall pay to Power Provider the "Service Fee" (as defined below) with respect to each Billing Month of the Term. The Service Fee shall equal \$0.0798 per kWh for the Electricity Generated during such Billing Month, subject to an annual escalation of 3% per year on each anniversary of the Commercial Operation Date.

2.3 Timing and Method of Payment. All amounts due under this Agreement shall be due and payable in accordance with the Illinois Local Government Prompt Payment Act.

2.4 Taxes. Host shall pay, and if paid by Power Provider, shall reimburse Power Provider, for all documented taxes, fees or charges (collectively, "Taxes") imposed on, assessed, or charged to Power Provider by any Governmental Authority and which arise out of or relate solely to Power Provider's sale of the Power Provider Services to Host.

2.5 Risk of Loss. Power Provider will make available and, pursuant to the terms of this Agreement, sell to Host all of the electric energy produced by the System and does not guarantee any level of production, whether on an annual or daily basis. Title to and risk of loss with respect to the electric energy shall transfer from Power Provider to Host at Power Provider's Meter.

2.6 Excess Power. In the event that Power Provider delivers to Host electric energy which is in excess of its requirements from the Local Distribution Company, Host shall be entitled to any resulting net metering or other credit or payment from the Local Distribution Company. Host is solely responsible for reviewing, determining the accuracy of, and remitting any such credit or payment from the Local Distribution Company.

2.7 Electric Output. The output of the System will be measured by the Meter installed in accordance with commonly accepted solar industry practices. Host may undertake, at its sole cost, an independent test to confirm the accuracy of the Meter, provided, however, that Power Provider is notified of such test not less than thirty (30) days in advance. If the meter is shown to be in error by more than 2% (+/-), Power Provider shall repair or replace the Meter. The cost of such repairs shall be borne solely by Power Provider, unless such repair or replacement is determined by a Court of competent jurisdiction as willful misconduct, or unauthorized interference of Host, its employees, agents, invitees, or contractors, in which case Host shall bear the full cost.

2.8 Audit. Power Provider may request to conduct an energy audit of Host's facility and utility bills at any time during the Term of this Agreement to determine the amount of solar electricity that may be required by Host, the availability of any payments pursuant to Section 2.7 and to determine whether Host could benefit from other energy services, including but not limited to competitive retail energy supply, demand response, energy efficiency or curtailment programs. Should Power Provider determine Host could benefit from other energy services, Power Provider may inform Host of such beneficial services and service providers.

2.9 Full Output. Parties agree and understand that by the very nature of the water tower at Site that it may curtail, minimize or otherwise restrict operation of the System. Outside of the aforementioned, the Host has no right to and shall not curtail, minimize or otherwise restrict operation of the System in any manner that reduces, restricts or eliminates the production of electricity by the System at the System's maximum capacity under the climate and insolation conditions then in effect without

the prior consent of Power Provider. Host acknowledges that Power Provider will be receiving monetary payments based upon the production of the System and any action or inaction by Host without the prior consent of Power Provider that results in the System producing less than its maximum potential output then in effect under the climate and insolation conditions then in effect will result in monetary damages to Power Provider.

### **SECTION 3. - TERM AND TERMINATION**

3.1 Term. The term (the "Term") of this Agreement shall commence on the Effective Date and continue until the twenty fifth (25<sup>th</sup>) anniversary of the effective date of this Solar Energy Services Agreement the Commercial Operation Date.

3.2 Termination as Consequence of a Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Power Provider's performance of its material obligations hereunder and have continued for a period of one (1) year, then Host shall be entitled to terminate this Agreement upon thirty (30) days' written notice to Power Provider. If at the end of such thirty (30) day period such Force Majeure Event shall still continue, this Agreement shall automatically terminate. Upon such termination, neither Party shall have any liability to the other, except to the extent Host receives any funds from any insurance policy owned by it that are paid to it as compensation for the loss of use or the tangible asset of the System, Host shall pay such funds to Power Provider.

3.3 Termination for Convenience. The Host has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing the Provider with thirty (30) days notice specifying the termination date. Upon such termination, in Host's sole discretion and determination, Host will pay Power Provider a fee equal to the unamortized cost of the System, tax equity, incentive recapture exposure, outstanding debt, breakage costs, anticipated lost revenue, and actual removal expenses. On the date specified, this Agreement will end. If this Agreement is terminated by the Host, as provided herein, the Host shall pay the Provider only for services performed up the date of termination. After the termination date, Provider has no further contractual claim against the Host based upon this Agreement and any payment so made to the Provider upon termination shall be in full satisfaction for Services rendered. Provider shall deliver to the Host all finished and unfinished documents, studies and reports and shall become the property of the Host.

### **SECTION 4. - RIGHTS AND OBLIGATIONS OF POWER PROVIDER**

4.1 System Installation.

(a) *Scope of Installation Work.* At its sole cost and expense, Power Provider shall be responsible for securing all necessary approvals and permits, and shall design, build, install, maintain and operate the System. Power Provider shall

further cause the System to be designed, engineered, installed and constructed in accordance with industry standards and prevailing best practices by contractor(s) licensed to undertake such work in accordance with applicable laws and regulations, including compliance with all other applicable environmental laws and regulations.

(b) *Utility Interconnection.* Power Provider agrees to manage the application for all necessary approvals from the Local Distribution Company, including the submission of applications for interconnection of the System with the Local Distribution Company.

(c) *System Acceptance Testing.* Power Provider shall conduct testing of the System ("System Acceptance Testing") to confirm that the System is capable of delivering Power Provider Services in accordance with the operational requirements that Power Provider shall develop and provide to Host, and to confirm that the System meets all requirements established by the Local Distribution Company or any Applicable Law. If the results of such System Acceptance Testing indicate that the System is capable of delivering Power Provider Services for four (4) continuous hours using such instruments and meters as have been installed for such purposes and the System has been approved for interconnected operation by the Local Distribution Company, then Power Provider shall send a written notice to that effect to Host (a "Completion Notice"), accompanied by a copy of the results of the System Acceptance Testing. The "Commercial Operation Date" shall be the date of the Completion Notice.

#### 4.2 Operations and Maintenance.

(a) *O&M Work.* Power Provider shall be responsible for the provision of operation, repair, monitoring and maintenance services to the System during the Term, including the monitoring and maintenance of metering equipment determining the quantity of electricity produced by the System (collectively, the "O&M Work"). Power Provider shall perform the O&M Work in a manner intended to limit inconvenience to and interference with Host and Host's invitees' and customers' use of the Site as is commercially practical.

(b) *Malfunctions.* Host and Power Provider each shall notify the other within twenty four (24) hours following the discovery of any material malfunction in the operation of the System (a "Malfunction"), including, without limitation, any interruption in the supply of Power Provider Services. Power Provider shall commence repairs to a Malfunction and restore the supply of Power Provider Services as soon as reasonably possible after any notice received from Host thereof or upon its own discovery of any such Malfunction.

#### 4.3 General Obligations. Power Provider covenants and agrees to the following:

(a) While coordinating the Installation Work and the Power Provider Services, Power Provider is responsible for all approvals, consents, licenses,

permits, and inspections from relevant Governmental Authorities and the Local Distribution Company, and other agreements and consents necessary to enable Power Provider to coordinate the Installation Work and to provide the Power Provider Services, Failure to obtain any such approval, consent, license, or permit as a result of acts or failures to act by relevant Governmental Authorities and the Local Distribution Company shall not constitute a breach of this obligation.

(b) Power Provider shall comply in all material respects with all Applicable Laws pertaining to Power Provider's work and the safety of persons and property.

(c) At expiration of the Term, Power Provider will, at its own expense, promptly remove all of the tangible property comprising the System from the Sites, and return the Site to its pre-existing condition, ordinary wear and tear excluded.

4.4 Ownership of the System. The System shall be the property of the Power Provider. Host acknowledges and agrees that Power Provider may, at its own cost, register its interest in the System against Host, under Article 9 of the Uniform Commercial Code.

4.5 System Not a Fixture. The Parties agree that, even if the System is temporarily attached or affixed to or incorporated in or made part of any portion of the Site, such System shall not be or become a fixture or otherwise part of the real property interests constituting the Site and shall not be or become subject to any Lien created by, through, or under Host. The System is and the Host and Power Provider intend that: (i) the System will, at all times, be personal property and not a "fixture" as defined by Applicable Law; (ii) to the extent the System may be connected to the real property, the System is not intended to be connected permanently to the real property and may be removed or disconnected without materially damaging the System or the real property; and (iii) the real property's prior use and purpose will not be changed by the System or by any temporary connection of the System to the real property.

4.6 Ownership of Environmental Attributes. Power Provider, or Power Provider's successors or assigns, shall retain ownership of all right, title and interest in any and all Environmental Attributes, including any Renewable Energy Credits ("RECs") and Investment Tax Credits ("ITCs") and proceeds generated therefrom, any and all tax credits, grants, incentives, depreciation, program proceeds, and any other financial benefit associated with the System. Host shall comply with the reasonable demands of Power Provider, if any, to ensure that Power Provider's interest in the System has priority over any of Host's creditors or other liabilities in accordance with the Applicable Laws.

4.7 Purchase Option. At the end of the Term and at the Power Provider's sole discretion, Host shall have the option to purchase the System at the Fair Market Value of the System at that time. Upon receipt of the Fair Market Value payment, Power Provider will transfer the title to the System to Host, free and clear of any liens and

encumbrances, and without warranties of any kind except as to title. The remaining period on all third party warranties for the System, to the extent transferable, will be transferred from Power Provider to Host. If the Host, in their sole discretion, chooses not to purchase the System, Power Provider will, at their sole, completely remove the System within 180 days. If Power Provider fails to remove System after 90 days, the System will become the property of the Host free and clear of any liens and encumbrances.-If weather, utility delays, permitting delays, Host-caused delays, or Force Majeure events prevent removal within 180 days, the removal timeline shall be reasonably extended without penalty.

4.8 System Warranty. Power Provider warranties the System production including operations and maintenance for a period of 25 years. The 85% Production Guarantee shall be measured on a rolling 3-year average and shall exclude any production shortfalls, downtime, or reductions caused by Force Majeure, utility grid outages, utility-directed curtailments, Host-caused shading or interference, Host site access delays, vandalism, casualty, monitoring interruptions outside Power Provider's reasonable control, and scheduled maintenance.

## **SECTION 5. - OBLIGATIONS OF HOST**

5.1 License. Pursuant to this Agreement, and for the Term hereof, Host hereby grants to Power Provider the exclusive license to use, have access to, modify, and store its equipment on the Site as reasonably necessary to perform Resource Monitoring, the Installation Work, the O&M Work, and other activities in the performance or provision of the Power Provider Services, provided, however, Host reserves the right to grant additional licenses, easements, leases, or rights of way, whether recorded or unrecorded, that do not unreasonably interfere with Power Provider's use of the Site and System. If Power Provider deems it reasonably necessary in order to secure financing for the System, Host and Power Provider shall enter into a Roof Lease and Solar Easement and License Agreement (the "License Agreement") in such form as may be reasonably agreed between the parties.

5.2 Compliance with Applicable Laws. Host shall at all times comply with all Applicable Laws in connection with the Site including, without limitation, such Applicable Laws pertaining to the health and safety of persons and property. Prior to commencement of installation of the System, Host shall notify Power Provider of any known hazardous materials located at or near the Site. If Power Provider encounters any hazardous materials on the Site, Power Provider will be entitled to immediately cease any work in progress. In no event shall Power Provider be responsible for the cleanup or remediation of any preexisting hazardous material on the Site.

5.3 Security. Host shall provide and take reasonable measures, including, without limitation, commercially reasonable monitoring of the Site's alarms, for security of the System and to protect the System against loss, theft, damage and vandalism.

5.4 Non-Interference with System. Host shall not touch, disturb, move or otherwise physically interfere with, and shall ensure that no person, including, without limitation, its employees and other agents, contractors and guests, touches, disturbs, moves or

otherwise physically interferes with the System in any way without the prior written consent of Power Provider.

5.5 Notice of Damage. Host shall promptly notify Power Provider of any matters it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

5.6 Solar Radiation. Host shall not take any action, directly or indirectly, including, without limitation, erecting any buildings or structures, that would reduce the amount of solar radiation reaching the System. Furthermore, Host shall take all reasonable measures to prevent buildings, structures or flora from overshadowing or otherwise blocking the System's access to sunlight. The existing water tower on the Site along with any maintenance, changes, replacement, amendments, or alterations is specifically excluded from this Agreement as long as any alterations do not affect the production of the solar array.

5.7 Liens. Host shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the System or any interest therein. If Host breaches its obligations under this Section, it shall immediately notify Power Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Power Provider, and shall indemnify Power Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

5.8 Cooperation. Host shall (i) provide reasonable assistance to Power Provider in completing applications for approvals and consents with respect to which Power Provider has primary responsibility, including, without limitation, interconnection with the Local Distribution Company; (ii) take whatever actions are reasonably necessary or requested by Power Provider, including, without limitation, completing and executing documentation in order for the System and/or the production thereof to comply with or qualify for any state and federal government subsidies; and (iii) execute all financing statements, notices, and other filings that Power Provider reasonably requests to perfect Power Provider's rights in the System.

## **SECTION 6. - DEFAULTS AND REMEDIES**

6.1 Events of Default. With respect to either Party, any of the following occurrences shall constitute an "Event of Default":

- (a) Failure to make any payment when due if such failure is not remedied within fifteen (15) days after written notice from the party to which payment is due.
- (b) Failure to perform any other material obligation under this Agreement or the License Agreement (except where such failure is attributable to a Force Majeure Event) if such failure is not remedied within thirty (30) days after receipt by the defaulting party of written notice of such failure; provided,

however, that this period shall be extended by an additional sixty (60) days as necessary for the defaulting party to cure such failure, so long as the defaulting party is diligently and continuously proceeding to cure such failure.

(c) With respect to a party, the making of any general assignment for the benefit of creditors, the filing of any petition in bankruptcy or for reorganization, the appointment of a trustee or receiver, the attachment, execution or other judicial seizure of all or substantially all of the assets of such party, or such party becomes insolvent or unable to pay its debts when due, *provided* that a third-party petition in bankruptcy may be cured by a Party if the proceeding is dismissed or stayed within ninety (90) days after the date of the third-party filing.

(d) With respect to the Host, the commencement of any foreclosure, eviction or similar proceedings with respect to the Site if Power Provider determines that such proceeds could adversely affect Host's right to or interest in the Site.

(e) Host vacating or abandoning the Site, Host ceasing operations at the Site such that electricity consumption at the Site is ceased or materially reduced or the sale or lease of the Site other than in accordance with the assignment provisions of this Agreement, or Host causing, allowing to be caused, or failing to prevent any disruption to the Host's valid, in force and up to date utility enrollment status for interconnection and supplemental power delivery.

(f) Each written notice of an Event of Default ("Default Notice") shall provide to the defaulting party an explanation as to how the event of default may be cured.

6.2 Host Remedies. Following any Event of Default by Power Provider which is not cured by Power Provider or by Power Provider's assignee pursuant to the provisions of this Section, or upon Power Provider's failure to diligently commence curing an Event of Default that cannot reasonably be cured within any period of time required by this Agreement, the Host may exercise one or more of the following remedies:

(a) Terminate this Agreement immediately;

(b) Host will request that the System be removed, and the Power Provider will promptly remove all of the tangible property comprising the System from the Site at Power Provider's expense;

(c) Cease making payments to Power Provider hereunder other than accrued and unpaid amounts for the period prior to termination; and/or

(d) Exercise any other remedy it may have at law or equity or under this Agreement.

6.3 Power Provider Remedies. Following an Event of Default by Host which is not cured by Host or Host's assignee pursuant to the provisions of this Section, the Power Provider may exercise one or more of the following remedies without limit:

- (a) Terminate this Agreement immediately.
- (b) Suspend the provision of all services hereunder, including, without limitation, the O & M work;
- (c) Remove all of the tangible property comprising the System from the Site at Host's expense. (For clarity, Power Provider's right to remove the System may occur at any time, not to unreasonably interfere with the Host's business operations); or
- (d) Exercise any other remedy it may have at law or equity or under this Agreement.

Host and Power Provider agree that the payments due under this Section 6.3 constitute liquidated damages, and not penalties, payable in lieu of the Power Provider's actual damages resulting from the early termination of this Agreement. Host further acknowledges that Power Provider's actual damages may be impractical and difficult to accurately ascertain and the payments due under this Section 6.3 constitute fair and reasonable damages to be borne by Host in lieu of Power Provider's actual damages.

6.4 Limitation on Liability. Neither party nor any of its indemnified persons shall be liable to the other party or its indemnified persons for any special, punitive, exemplary, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with, this Agreement. For clarity, Power Provider shall not be responsible for any additional insurance, tax, or other costs that the Host may have to pay as a result of signing this Agreement.

## **SECTION 7. - CONDITIONS PRECEDENT TO OBLIGATIONS**

7.1 Conditions Precedent to Obligations of Power Provider. Power Provider's obligations under this Agreement are subject to satisfaction of the following conditions:

- (a) *Site and Resource Evaluation.* Power Provider shall have determined, in its sole discretion, that the Site and resource conditions thereon are adequate for Power Provider to proceed with the development of the System.
- (b) *Financing.* Power Provider shall have secured and received financing for the Installation Work.
- (c) *Governmental Approvals; Confirmation of Availability of Subsidies.* Power Provider shall have received all necessary governmental awards, permits and approvals, including those necessary to finance, construct and operate the

System and received confirmation of availability of relevant subsidy payments or credits from the relevant Governmental Authorities or incentive programs including but not limited to a Illinois Solar For All ("SFA") REC contract.

(d) *Credit Confirmation.* Host shall have a credit rating acceptable to Power Provider at Power Provider's sole discretion.

(e) Compliance with Radio Frequency (RF) Interference Compliance and Testing and the Lightning Protection and Surge Suppression Requirement as outlined in Exhibit 5.

7.2 Provider Termination Rights. Notwithstanding any conflict with the terms of any condition under this Section and other terms of the Agreement, all conditions in Section 7.1 shall be completed within a reasonable period of time from the Effective Date pursuant to the good faith efforts of the Parties. Power Provider shall have the right to terminate this Agreement upon sixty (60) days' notice to Host if, despite Power Provider's best efforts, any condition cannot be met within a reasonable period of time from the Effective Date.

7.3 Waiver. Any condition under Section 7.1 may be waived by Provider's written notice to Host, with the written consent of the Host, in Host's sole discretion.

## **SECTION 8. - REPRESENTATIONS AND WARRANTIES**

8.1 Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) It is duly organized, validly existing, and in good standing in the jurisdiction of its organization;

(b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;

(d) This Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

(e) To the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened on any basis before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and,

(f) Its execution of and performance under this Agreement shall not violate any existing Applicable Law or any agreement to which it is a party.

## **SECTION 9. - ASSIGNMENT**

9.1 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective permitted successors and assigns.

9.2 Assignment by Host. Host may, upon thirty (30) days' prior notice to Power Provider, assign this Agreement to any Affiliate of Host (provided that such assignment shall not release Host from its obligations hereunder to Power Provider). Upon sixty (60) days' prior written notice to Power Provider, Host may also assign this Agreement to a party other than an Affiliate if the new party agrees in writing to be primarily bound by the terms and conditions hereof and any and all obligations to Power Provider arising or accruing hereunder from and after the date of such assignment. Host shall not be released or discharged from and shall remain liable for any and all obligations to Power Provider arising or accruing hereunder including after the date of such assignment.

9.3 Assignment by Power Provider. Power Provider may, with thirty (30) days' prior written notice to Host, without the prior consent of Host, (x) assign this Agreement to any Affiliate of Power Provider, (y) collaterally assign this Agreement, and any License Agreement, to a Financing Source. Power Provider shall provide Host notice of any such assignment. Host agrees to reasonably cooperate with Power Providers in connection with any financing of the System and agrees to execute a customary consent to a collateral assignment in connection with any such financing.

9.4 Effect of Assignment. If the rights and interests of Power Provider in this Agreement shall be Assigned in accordance with Section 9.3 and the assuming party shall agree in writing to be bound by, and to assume, the terms and conditions hereof and any and all obligations to Host arising or accruing hereunder from and after the date of such assumption, Power Provider shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Host shall continue this Agreement with the assuming party as if such person had been named as Power Provider under this Agreement.

## **SECTION 10. - NOTICES**

10.1 Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Power Provider, to:

Robert Patton  
548 Energy Technologies, LLC.  
111 E Wacker Dr, Chicago, IL 60601

If to Host, to:

City of Aurora Law Department  
44 E. Downer Pl. Aurora, IL 60505

City of Aurora Mayor's Office  
44 E. Downer Pl. Aurora, IL 60505

City of Aurora Economic Development Office  
44 E. Downer Pl. Aurora, IL 60505

City of Aurora Water Production Department  
44 E. Downer Pl. Aurora, IL 60505

Or at such other address as may be designated in writing to the other Party.

10.2 Notice. Unless otherwise provided herein, any notice provided for in this agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above or below when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next business day if sent at any other time), on the day after being sent when sent by overnight delivery service, or five (5) United States Postal Service business days after deposit in the mail when sent by U.S. mail.

10.3 Address for Invoices. All invoices under this Agreement shall be sent to the address provided in Section 10.1 above. Invoices may be sent either by email or regular first-class mail postage prepaid.

## **SECTION 11. - CONFIDENTIALITY**

11.1 Restrictions on Use. If either Party provides Confidential Information to the other Party, or if in the course of performing under this Agreement a Party comes into possession of Confidential Information of the other Party, the Receiving Party shall use the Disclosing Party's Confidential Information only (a) for the purpose of performing under this Agreement, and (b) for such other purposes, if any, as the Disclosing Party may expressly authorize in writing. In no event shall the Receiving Party use or exploit any such Confidential Information for its own benefit or the benefit of another without the written authorization of the Disclosing Party. The Receiving Party shall not copy any such Confidential Information except as necessary for a permitted use and shall ensure that all such copies are marked in writing as proprietary or confidential information of the Disclosing Party.

11.2 Restrictions on Disclosure. The Receiving Party shall not disclose any of the Disclosing Party's Confidential Information to any agent, contractor or other person not employed by the Receiving Party, except (a) its directors, officers, employees, agents, lenders, accountants and attorneys, (b) Power Provider's financing sources and potential financing sources and (c) such other persons, if any, as to whom the Disclosing Party consents in writing (each person described in clause (a), (b) or (c) being referred to herein as a "Permitted Third Party"). The Receiving Party shall disclose the Disclosing Party's Confidential Information only to its employees and Permitted Third Parties who, in each case, need such Confidential Information to carry out a permitted use on behalf of the Receiving Party and who agree or who are under a duty to protect and observe the confidentiality and limitations on use of such Confidential Information. The Receiving Party shall take all measures reasonably necessary to protect the confidentiality of Confidential Information, including, without limitation, taking such precautions as the Receiving Party takes to protect the Receiving Party's own confidential and proprietary information. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or regulation, provided that, to the extent feasible, the Receiving Party gives the Disclosing Party prior written notice of such disclosure and cooperates reasonably, at Disclosing Party's sole expense, to obtain confidential treatment if available.

11.3 Permitted Disclosures. The obligations of confidentiality and restrictions on use set forth in Sections 11.1 and 11.2 hereof shall not apply to any Confidential Information that the Receiving Party can demonstrate: (a) was generally available to the public at the time of disclosure to the Receiving Party or subsequently became generally available to the public through no act or omission attributable to the Receiving Party; (b) was rightfully in the possession of the Receiving Party, without an obligation of confidentiality to the Disclosing Party, prior to disclosure by the Disclosing Party or prior to the date of this Agreement; (c) is hereafter received by the Receiving Party from a third party other than the Disclosing Party, which is not and was not bound by a confidentiality agreement with the Disclosing Party or which otherwise did not have a duty of confidentiality to the Disclosing Party covering such information of which the Receiving Party has actual knowledge; or (d) such Confidential Information is independently developed by Receiving Party or its representatives entirely without reference to the Confidential Information. In the event that a Receiving Party is required by Applicable Law to disclose Confidential Information of the Disclosing Party, Receiving Party shall provide notice to Disclosing Party of such requirement, and, at Disclosing Party's cost and expense, Disclosing Party may contest such required disclosure.

11.4 Return of Materials. Upon the request of the Disclosing Party, the Receiving Party shall, at its option, deliver to the Disclosing Party or destroy all documents, disks, copies and other materials representing or containing the Disclosing Party's Confidential Information (or any part thereof), including erasing or destroying all such information stored or running in computer memory or in any other data storage device, except for a single copy of the Disclosing Party's Confidential Information which may be retained solely for archival purposes.

11.5 Enforcement of Confidentiality Obligation. Each Party agrees that the provisions of this Section 11 are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for that purpose. The Receiving Party agrees that any breach of this Section 11 will cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to specific performance and other relief permissible by Applicable Law.

11.6 Goodwill and Publicity. Both parties share a desire to generate positive publicity regarding the System and agree that they will, from time to time, issue press releases regarding the System. The parties hereby agree to cooperate with each other in connection with the issuance of such releases including, without limitation, completed review of proposed press releases within ten (10) business days after submission. No release shall be issued without the prior consent of the other party, such consent not to be unduly withheld or delayed. As well, Power Provider and its affiliates shall have the right to advertise this business relationship, including but not limited to using Host's name, site address, and size of the System (but not the Service Fee), all such advertisements to be approved in advance by Host within five (5) business days, such approval not be unreasonably withheld or delayed.

11.7 Survival. The obligations set forth in this Section 11 shall survive expiration or termination of this Agreement for a period of three (3) years or as required by Applicable Law.

11.8 Illinois Freedom of Information Act. Power Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the Host for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the Host within three (3) business days of the request being made by the Host. The undersigned agrees to indemnify and hold harmless the Host from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Host under this agreement. This obligation shall be strictly limited to records legally required to be disclosed under FOIA that are actively in Power Provider's possession, custody, or control, and shall exclude confidential financial information, proprietary technical data, trade secrets, financing materials, tax credit materials, and other information exempt from disclosure under applicable law. Power Provider's liability for FOIA-related matters shall be limited to failures caused by Power Provider's willful misconduct or gross negligence.

## **SECTION 12. - INDEMNITY**

12.1 Power Provider's Indemnity. Power Provider agrees that it shall indemnify and hold harmless Host, its permitted successors and assigns and their respective affiliates, directors, officers, members, elected officials, volunteers, shareholders, agents, and employees (collectively, the "Host Indemnified Parties") from and against

any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, actions or proceedings, and all reasonable attorneys' fees incurred by the Host Indemnified Parties in connection therewith, arising from or out of any acts, omissions or other conduct of Power Provider or any of its officers, agents, employees, contractors or subcontractors in connection with (i) property damage or personal injury to the extent such acts, omissions or other conduct arise out of Power Provider's negligence or willful misconduct or (ii) any claim by third parties that Power Provider has infringed ownership rights in intellectual property. Power Provider shall not, however, be required to reimburse or indemnify any Host Indemnified Party for any loss or claim to the extent such loss or claim is due, in whole or in part, to the negligence or willful misconduct of any Host Indemnified Party.

12.2 Non-Subrogation. Neither the Power Provider nor its insurers shall have the right to pursue the Host to recover its costs associated with a claim arising out of this Agreement.

### **SECTION 13. - INSURANCE**

13.1 Host's Insurance. Host shall maintain the following insurance coverages in full force and effect throughout the Term, with such policies naming Power Provider as an additional insured:

(a) Commercial General Liability for bodily injury liability and property damage liability with limits of \$1,000,000 combined single limit each occurrence, and including but not limited to Comprehensive Form, Premises - Operation, Explosion Collapse, Underground Hazard, Products/Completed Operations Hazard (2 years extension beyond completion of the Project), Blanket Contractual Coverage (including coverage for the Indemnity Clauses provided under this contract), Broad form Property Damage, Independent Contractors, Personal Injury (employees exclusion deleted). It is understood and agreed by the Parties that the Host is self-insured for this amount.

(b) Excess liability umbrella insurance with limits of \$2,000,000.

(c) Builder's Risk insurance.

13.2 Power Provider's Insurance. Power Provider shall obtain property insurance policies in an amount which Power Provider deems reasonable. In addition, Power Provider shall maintain the following insurance coverages in full force and effect through the Term, with such policies naming the Host as a primary, noncontributory, additional insured:

(a) Workers' Compensation insurance in accordance with the laws of the State of Illinois.

(b) Employer's liability insurance in an amount not less than \$1,000,000 per claim/\$1,000,000 aggregate.

(c) Commercial General Liability for bodily injury liability and property damage liability with limits of \$1,000,000 combined single limit each occurrence/\$2 million aggregate, and including but not limited to Comprehensive Form, Premises - Operation, Explosion Collapse, Underground Hazard, Products/Completed Operations Hazard (2 years extension beyond completion of the Project), Blanket Contractual Coverage (including coverage for the Indemnity Clauses provided under this contract), Broad form Property Damage, Independent Contractors, Personal Injury (employees exclusion deleted).

(d) Comprehensive Automobile Liability covering owned, hired and non-owned vehicles with limits of \$1,000,000 combined single limit each occurrence.

(e) Excess Liability Umbrella insurance with limits of \$4,000,000.

(f) Builder's Risk insurance. The specific terms and limits of the insurance will be ascertained when all costs associated with constructing the System are known.

13.3 Certificates of Insurance. Host and Power Provider shall furnish current certificates evidencing that the insurance required under Section 13.1 and Section 13.2 respectively, is being maintained. Each insurance policy required hereunder shall contain a provision whereby the insurer agrees to give Power Provider and the host, as appropriate, thirty (30) days' written notice before the insurance is cancelled or materially altered. A letter from the Host affirming its self-insured status, as applicable, is acceptable in lieu of a certificate of insurance.

13.4 Insurer Qualifications. All insurance maintained hereunder shall be maintained (by the Power Provider and Host) with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

## **SECTION 14. - LIMITATION ON DAMAGES**

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT, OR IN CONNECTION WITH THIS AGREEMENT.

## **SECTION 15. - MISCELLANEOUS**

15.1 Integration; Exhibits. This Agreement, together with the Exhibits attached hereto and the License Agreement (if applicable), constitute the entire Agreement

and understanding between Power Provider and Host with respect to the subject matter hereof and supersedes all prior agreements between them relating to the subject matter hereof.

15.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

15.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Host and Power Provider; provided, that Power Provider may unilaterally amend the Exhibits hereto to reflect the final System following completion of System installation.

15.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Power Provider or Host shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

15.5 Limited Effect of Waiver. The failure of either Power Provider or Host to enforce any of the provisions of this Agreement, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

15.6 Governing Law/Disputes. This Agreement shall be governed by the laws of the State of Illinois. The Parties shall attempt to resolve any dispute, controversy or claim arising out or relating to this Agreement (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles. The provisions of this Section 15.6 shall survive any termination of this Agreement and shall apply to any disputes arising out of this Agreement.

15.7 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. If appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

15.8 Relation of the Parties. This Agreement in itself does not create a relationship between Power Provider and Host as partners, agents, or joint ventures, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Power Provider and Host, in performing any of their obligations hereunder, shall be

independent contractors or independent parties and shall discharge their contractual obligations at their own risk. Neither Party has the right to create an obligation for the other Party.

15.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile or other electronic or computerized transmission of executed copies or signature pages for this Agreement shall be legal, valid and binding execution and delivery for all purposes.

15.10 Right of Rescission. Host shall have right of rescission within thirty business days after contract execution. After this thirty (30) business day period, the right of rescission shall permanently expire and this Agreement shall be binding, subject only to the express conditions precedent set forth herein.

15.11 Option to Purchase. At the end of the 25<sup>th</sup> Contract Years, and at the end of the Initial Term and each Additional Term, so long as Host is not in default under this Agreement, Host shall have the option to purchase the System from Power Provider on any such date for a purchase price equal to the Fair Market Value of the System. Host must provide a notification to Power Provider of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Power Provider shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Power Provider shall assign to Host any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.

15.12 Determination of Fair Market Value. "Fair Market Value" means, in Seller's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing Power Provider and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation. Power Provider shall give written notice to Host of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Host reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Power Provider has provided written notice of such determination, the Parties shall select a mutually agreeable nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein and shall set

forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be final and binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Host will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Power Provider shall have no further liabilities or obligations hereunder.

15.13 Removal of System at End of Term. Subject to Buyer's Purchase Option, Power Provider shall remove the System from the Premises within 180 days following the conclusion of the Term at Seller's sole cost and expense. Host shall provide Power Provider and its agents, employees, and consultants access at all reasonable times to the Premises and the System for purposes of such removal and Power Provider shall repair any damage caused to Premises by the removal of the System. No fewer than 180 days prior to the end of the Term, or within 10 Business Days of termination of this Agreement, Power Provider shall provide reasonable evidence that Power Provider has sufficient financial resources to remove the System as required by this Agreement. To satisfy this requirement, Power Provider may furnish a standard decommissioning bond, letter of credit, corporate guaranty, or other commercially reasonable evidence of financial capability prior to the end of the Term. Host shall not withhold, offset, or suspend payment for Electricity Generated or other earned amounts as a remedy for any alleged insufficiency of removal evidence.

15.14 Radio Frequency Compliance. Power Provider must comply with all the conditions of the Radio Frequency (RF) Interference Compliance and Testing procedures and the Lightning Protection and Surge Suppression Requirement as outlined in Exhibit 5.

[Signature Page Follows] SIGNATURE PAGE TO POWER PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Solar Power Services Agreement as an instrument under seal as of the Effective Date.

**HOST:**

CITY OF AURORA, an Illinois home rule municipal corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**POWER PROVIDER:**

548 ENERGY TECHNOLOGIES LLC, an Illinois limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 1: DEFINITIONS

“Affiliate” means any Person who, directly or indirectly controls, is under common control with, or is controlled by, another Person, whether directly or indirectly through one or more intermediaries. For the purposes of this definition, “control” and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise.

“Agreement” has the meaning set forth in the Recitals, inclusive of all exhibits attached hereto, as the same may be amended or restated from time to time in accordance with the provisions hereof.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent, requirement or order issued by any administrative, regulatory or judicial body of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity. In this Agreement, the Parties agree that Illinois law shall apply to any disputes without regard to its choice of law principles

“Billing Months” (individually, a “Billing Month”) means periods of time equivalent to the monthly periods for which the Local Distribution Company bills Host for the purchase of Electricity Generated, provided that no period of time shall be considered a Billing Month hereunder unless such period occurs, or concludes, after the Commercial Operation Date.

“Change in Law” means an amendment, modification, suspension, repeal or change in Applicable Law or the interpretation thereof after the Effective Date.

“Confidential Information” means all trade secrets and confidential or proprietary information owned, possessed or used by a Disclosing Party hereunder (whether in written, oral, graphical, machine-readable or other form) that is disclosed to a Receiving Party hereunder or to which the Receiving Party has access, including, without limitation, all such information concerning the Disclosing Party’s present or future business plans and strategies, financial models, cost estimates and analyses, financial or legal structuring approaches, financing techniques, leasing or partnering arrangements, operations, commercial activities, customers, suppliers and business partners, products, research and development activities, and all information of third parties that the Disclosing Party has an obligation to keep confidential. Without limiting the foregoing, Confidential Information may include information concerning any approach, process, installation method, technique, design, activity, software, or test data. To the extent reasonably practicable, the Disclosing Party will prominently mark “Confidential” on the cover page of all written materials to be provided to Receiving Party hereunder. All subject to the Freedom of Information Act.

“Disclosing Party” means the Party disclosing Confidential Information hereunder.

“Early Termination Payment” means, as of the date of any determination, the greater of (i) the “Liquidated Value” set forth in the schedule shown in Exhibit C, or (ii) the Fair Market Value.

“Effective Date” has the meaning set forth in the Recitals.

“Electricity Generated” means the electrical energy output made available from the System as measured by the Meter.

“Environmental Attributes” means all federal, state, county, municipal, regional or PJM issued offsets, allowances, Renewable Energy Certificates, carbon credits, Green-e certifications, investment tax credits, production tax credits or other credits, entitlements, products, certificates or valuations earned by or in connection with, or otherwise attributable to the System or the electricity produced by the System.

“Fair Market Value” means the price that a willing buyer would pay for the System in an arm’s-length transaction to a willing Power Provider under no compulsion to sell. If Host and Power Provider are unable to agree on the Fair Market Value within 15 business days after delivery of Host’s notice of its intention to pay the Fair Market Value, Power Provider shall appoint an independent appraiser (reasonably acceptable to Host) to determine the Fair Market Value of the System, and such determination shall be final, binding and conclusive. Power Provider and Host shall share equally all costs associated with any such appraisal.

“Final Drawings” has the meaning set forth in the Recitals.

“Financing Source” or “Financing Sources” means any and all Persons or successors in interest thereof, directly or indirectly, providing equity capital, lending money, extending credit or providing or financing any lease for or in connection with any of the following: (i) the construction, term or permanent financing of the System; (ii) working capital or other ordinary business requirements of the System (including the maintenance, repair, replacement or improvement of the System); (iii) any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the System; or (iv) the purchase of the System and the related rights from Power Provider.

“Force Majeure Event” means any cause beyond the control of Power Provider which, by the exercise of due foresight, Power Provider could not reasonably have been expected to avoid, and which by the exercise of due diligence, Power Provider without fault attributable to it is unable to overcome, including, without limitation, action by a Governmental Authority, a moratorium on any activities related to this Agreement, changes in Applicable Law occurring after the date hereof, failure of a third party to grant or recognize a permit, license, consent or approval of a Governmental Authority required to be obtained hereunder (provided that Power Provider has made timely and reasonable commercial efforts to obtain and maintain the same), any strike or other third-party labor dispute, and any flood, earthquake, fire, lightning, epidemic, war, acts of terror, riot, civil disturbance or act of God.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Host” has the meaning set forth in the Recitals.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all to be performed by Power Provider at the Site.

“License Area” has the meaning set forth in the License Agreement.

“Local Distribution Company” means the local electric distribution owner and operator which, is responsible for providing electric distribution and interconnection services to Host at the Site and may also provide electric supply to Host.

“Meter” shall mean a set of instruments meeting applicable electric industry standards and the standards of the Local Distribution Company installed by Power Provider or on Power Provider’s behalf to measure and record the volume and other required delivery characteristics of electrical energy delivered hereunder or otherwise consumed by Host.

“Party” means wither Host or Power Provider, as the context shall indicate, and

“Parties” means both Host and Power Provider.

“Persons” means any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

“Power Provider” has the meaning set forth in the Recitals.

“Power Provider Services” means the electricity generated by the System, the O&M Work, together with a web-based interface tracking System electricity generation and other services associated with the electricity generated by the System.

“Receiving Party” means the Party receiving Confidential Information hereunder.

“Renewable Energy Certificate” or “REC” means an SREC, certificate, credit, allowance, green tag or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from a renewable energy source by a renewable energy facility.

“Resource Monitoring” means testing or other activities performed by Power Provider at the relevant locations on the Site to monitor and measure solar radiance at such locations.

“Site” has the meaning set forth in the Recitals.

“Solar For All (SFA)” Illinois Solar for All is a state of Illinois program that provides greater access to the renewable energy economy for income-eligible communities through incentives that help make solar installations more affordable and result in measurable savings for participants.

“System” has the meaning set forth in the Recitals and Exhibit 3.

**Exhibit 2**  
**Basic Terms and Conditions**

1. Initial Term: Twenty-five (25) years, beginning on the Commercial Operation Date and ending on the 25<sup>th</sup> anniversary of the Commercial Operation Date.
2. Environmental Incentives and Environment Attributes: Accrue to Power Provider.
3. Contract Price: Condition Satisfaction Date: xx/xx/2026 or X days from Effective Date.
  - a. To be determined after execution.
4. Anticipated Commercial Operation Date: xx/xx/2026 or X Days from Effective Date
  - a. These dates will be determined after the Agreement is executed and will be added at that time. The operation date will be no later than December 31, 2027
5. Host Options to Purchase System. None or as set forth in Section 15.
6. Outside Commercial Operation Date: July XX, 2026, provided, however, that any delays by the Utility or any Governmental Authority shall result in a day-for-day extension to the Outside Commercial Operation Date.
  - a. These documents, dates, and times will be determined after the Agreement is executed and will be added to the Agreement at that time.
7. The utility interconnection budget is \$50,000; any amount above this shall be subject to the City's determination. Upon notification from the Host that interconnection costs are estimated to exceed the budgeted amount, the City shall have the sole discretion to (i) authorize continuation of the Project and approve the additional interconnection costs, or (ii) direct modifications or discontinuation of the Project. If the City elects to proceed, the City may, at its sole discretion, determine whether any amount exceeding the interconnection budget shall be incorporated into a mutually agreed upon rate adjustment mechanism under the Power Purchase Agreement or addressed through another mutually agreed upon payment mechanism. The Parties shall negotiate in good faith to finalize and document the applicable mechanism in an amendment to this Agreement. No additional interconnection costs shall be binding on the City unless and until such amendment is fully executed by both Parties.
8. Assumptions are that there are no obstructions underground that will have to be removed. Removal, remediation, or relocation of any future discovered underground obstructions will be determined by the Host in their sole discretion.

Estimated System Production: Year 1\* production of 637.1MWh, decreasing by 0.5% per year thereafter.

First Year PPA kWh rate: \$:0.0798 (breaker and transformer provided)

All references to the First Year PPA kWh rate in this Agreement and its exhibits shall be standardized to \$0.0798 per kWh.

Annual Escalator: 3%

Power Purchase Term: 25 years from the Commercial Operation Date

\*For purposes of this Exhibit, "Year 1" shall begin on the Commercial Operation Date and each subsequent year shall begin on the relevant anniversary date of the Commercial Operation Date.

\*\* Upon completion of the System installation, the estimated production shall be adjusted to reflect the as-built System.

Contract Year	PPA Rate (¢/kWh)	Expected Production (kWh)	85% Production Guarantee (kWh)
1	0.0798	637,101	541,536
2	0.0822	633,915	538,828
3	0.0847	630,746	536,134
4	0.0872	627,592	533,453
5	0.0898	624,454	530,786
6	0.0925	621,332	528,132
7	0.0953	618,225	525,491
8	0.0981	615,134	522,864
9	0.1011	612,058	520,249
10	0.1041	608,998	517,648
11	0.1072	605,953	515,060
12	0.1105	602,923	512,485
13	0.1138	599,909	509,923
14	0.1172	596,909	507,373
15	0.1207	593,925	504,836
16	0.1243	590,955	502,312
17	0.1281	588,000	499,800
18	0.1319	585,606	497,765
19	0.1359	582,135	494,815
20	0.1399	579,224	492,340
21	0.1441	576,328	489,879
22	0.1485	573,447	487,430
23	0.1529	570,579	484,992
24	0.1575	567,726	482,567
25	0.1622	564,888	480,155

**Exhibit 3**  
**System Description**

1. System Location: 2680 Church Rd. Aurora, IL
2. System Size (DC kW): 486.04 kW DC
3. Expected First Year Energy Production (kWh): 637.1MWh
4. Expected Structure:  Ground Mount  Roof Mount  Parking Structure  Other
5. Expected Module(s):

<u>Manufacturer/Model</u>	<u>Quantity</u>
Tier One	838

6. Expected Inverter(s):

<u>Manufacturer/Model</u>	<u>Quantity</u>
Tier One	3
Tier One	120 kW

7. Facility and System Layout: See Exhibit 3, Attachment A
8. Utility: ComEd

**Exhibit 3**  
**Attachment A:**  
**Facility and System Layout**

An Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below

## AERIAL PHOTOGRAPH OF THE FACILITY



# CONCEPTUAL DRAWING OF THE SYSTEM



**Exhibit 4**  
**Construction and Site Conditions**

The Power Provider shall comply with the following provisions:

- Work within the access drive area will be performed using a method mutually agreed upon by both Parties.
- Photometrics will match or exceed the pre-construction photometrics within the Premises.
- Inverters will be mounted on columns or other mutually agreed-upon locations.
- Construction activities will be limited to June 10, 2026 through December 31, 2027, or other mutually agreed upon period. For work performed outside of this period, the Premises can be accessed in mutually agreed-upon limited capacities.
  - These documents, dates, and times will be confirmed after the Agreement is executed and will be added to the Agreement at that time.
- A project schedule will be provided to Host, on a weekly basis, once an EPC contract is effective, and will include, at a minimum, utility timeline, design review milestones, construction dates, road crossing dates, and shutdown dates. Power Provider will provide a three-week lookahead schedule on a weekly basis, starting four weeks prior to mobilization to completion of construction activities
- Construction activities will be limited to the hours of 6:00 am to 7:00 pm CST.
- Shutdowns will be limited to the days of weekdays during normal business hours.
- The solar array assumes the existing fence will suffice for security and electrical code.
- Provider will facilitate the Utility's work to the extent possible; however, Utility work is not subject to the provisions above.
- The Host shall comply with the following provisions:
- Coordinate with the Water District to arrange a mutually agreed-upon water supply for construction.

## Exhibit 5

### Radio Frequency (RF) Interference Compliance and Testing

#### 1. Non-Interference Requirement

Power Provider shall design, procure, install, commission, operate, and maintain the Solar Array and all associated equipment, including but not limited to inverters, transformers, communications systems, monitoring equipment, power conversion equipment, and transmission infrastructure, so that the Project does not cause harmful radio frequency (“RF”) interference with existing communications systems installed at the location.

For purposes of this Section, “communications systems” include, without limitation, police, fire, EMS, emergency management, 911 dispatch, public works emergency operations, microwave backhaul systems, land mobile radio systems, water communication network and any licensed communications facilities operated by the Host at the location.

“Harmful interference” shall have the meaning set forth by the rules and regulations of the Federal Communications Commission (“FCC”), including interference that degrades, obstructs, interrupts, or otherwise adversely affects authorized radio communications.

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#### 2. Pre-Construction RF Study

Prior to commencement of construction, Power Provider shall retain, at its sole cost and expense, a qualified independent RF engineering consultant approved by the Host to perform a pre-construction RF interference assessment.

The assessment shall:

- Identify existing communications facilities within the Project influence area;
- Evaluate the potential for electromagnetic or RF interference resulting from the Project;
- Analyze potential impacts from inverters, transformers, collectors, switching equipment, telemetry systems, and associated infrastructure;
- Include baseline field measurements where reasonably necessary; and
- Recommend mitigation measures necessary to avoid harmful interference.

Power Provider shall provide the completed RF assessment report to the Host upon completion of the study.

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#### 3. Post-Installation RF Testing

Following installation and prior to Final Completion or commercial operation, Power Provider shall conduct RF emissions and interference testing to verify that the Project does not cause harmful interference to existing public safety communications systems.

Testing shall:

- Be performed by a qualified independent RF engineering consultant approved by the Host;
- Include field testing under operational load conditions;
- Evaluate frequencies and systems identified during the pre-construction assessment;
- Be coordinated with the Host Information Technology Department; and
- Demonstrate compliance with applicable FCC regulations and industry standards.

Power Provider shall provide a written RF testing and certification report to the Host certifying that no harmful interference has been identified.

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#### **4. Mitigation Obligations**

If the Project causes or is reasonably determined to cause harmful interference with communications systems, Power Provider shall, at its sole cost and expense, promptly undertake all corrective actions necessary to eliminate the interference.

Corrective actions may include, without limitation:

- Equipment replacement or modification;
- Additional shielding or filtering;
- Grounding improvements;
- Relocation or reconfiguration of equipment;
- Installation of suppression devices; or
- Other mitigation measures recommended by a qualified RF engineer.

Power Provider shall complete mitigation measures within the timeframe reasonably required by the Host.

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#### **5. Continuing Compliance**

Power Provider warrants that the Project shall remain in compliance with applicable FCC regulations regarding RF emissions and interference for the duration of the warranty period.

If harmful interference is identified during the warranty period and is attributable to the Project, Power Provider shall promptly investigate and remediate such interference at no additional cost to the Host.

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#### **6. Condition of Final Acceptance**

Final Acceptance of the Project shall be conditioned upon:

1. Completion of the required RF testing;
2. Delivery of all RF assessment and certification reports; and
3. Confirmation by the Host that no unresolved harmful interference issues remain outstanding.

## **Lightning Protection and Surge Suppression Requirement**

### **1. General Requirement**

Power Provider shall design, furnish, install, test, and maintain the Solar Array and all associated electrical and communications infrastructure with adequate lightning protection, grounding, bonding, surge suppression, and overvoltage protection systems necessary to protect:

- the Solar Array;
- adjacent and nearby facilities; and
- existing public safety communications systems and water utility infrastructure,

from lightning strikes, induced surges, transient voltages, electromagnetic effects, grounding differentials, and related electrical disturbances.

For purposes of this Section, “communications systems” include, without limitation, police, fire, EMS, emergency management, 911 dispatch, public works emergency operations, microwave backhaul systems, land mobile radio systems, water communication network and any licensed communications facilities operated by the Host at the location.

Protected facilities shall include, without limitation, existing public safety communications towers, radio equipment, microwave systems, SCADA systems, telemetry systems, antennas, repeater facilities, water towers, pumps, controls, and associated utility infrastructure located on or adjacent to the Project site.

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### **2. Compliance With Applicable Standards**

All lightning protection, grounding, bonding, and surge suppression systems shall comply with the latest applicable editions of:

- National Fire Protection Association NFPA 780;
- Institute of Electrical and Electronics Engineers (“IEEE”) grounding and surge protection standards;
- applicable requirements of the National Electrical Code (“NEC”);
- applicable requirements of the Federal Communications Commission (“FCC”); and
- all applicable state, local, utility, and authority having jurisdiction (“AHJ”) requirements.

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### **3. Professional Engineering Design**

Power Provider shall retain a qualified professional electrical engineer or lightning protection specialist experienced in utility-scale solar facilities and communications infrastructure to design the Project grounding and lightning protection systems.

The design shall:

- evaluate potential impacts to existing communications towers and water tower facilities;
- prevent harmful electromagnetic coupling, grounding differentials, or surge propagation into existing public safety communications systems;
- provide coordinated grounding and bonding between Project components; and
- minimize the risk of lightning-induced interference or damage to existing communications or utility facilities.

Signed electronic design documents shall be provided to Host upon request.

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#### **4. Protection of Existing Communications Facilities**

Power Provider shall ensure that the Project does not impair, disrupt, damage, or interfere with existing communications facilities or water utility infrastructure through lightning events, grounding deficiencies, induced voltages, electromagnetic interference, or surge propagation.

Power Provider shall coordinate grounding, bonding, and lightning protection measures with the Host of any existing communications tower or water tower located on or adjacent to the Project site.

No connection to existing grounding systems shall be made without prior written approval of Host.

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#### **5. Testing and Verification**

Prior to Final Acceptance, Power Provider shall perform testing and commissioning of all grounding, bonding, surge suppression, and lightning protection systems.

Testing shall include, as applicable:

- ground resistance testing;
- continuity testing;
- inspection of bonding conductors;
- verification of SPD installation and ratings;
- verification of tower grounding isolation or integration requirements; and
- confirmation that Project systems do not adversely affect existing communications or water utility facilities.

Testing shall be documented in written reports delivered to Host.

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#### **6. Corrective Action**

If the Project is determined to cause interference, equipment malfunction, grounding issues, surge impacts, or degradation to any communications system or water utility facility, Power Provider shall promptly investigate and implement corrective measures at its sole cost and expense.

Corrective measures may include:

- grounding modifications;
- additional surge suppression;
- shielding or isolation improvements;
- equipment relocation;
- replacement of defective components; or
- other measures recommended by a qualified engineer.

Where necessary to protect any communications system, Host may require temporary shutdown of affected Project equipment until corrective actions are completed.

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## **7. Warranty**

Power Provider warrants that all lightning protection, grounding, bonding, and surge suppression systems shall remain free from defects in workmanship and design and shall perform in accordance with this Agreement for the duration of the warranty period.

Any failure resulting in damage to public safety communications infrastructure or water utility systems attributable to the Project shall be corrected by Power Provider at no additional cost to Host.