

Red. 24-64

FORD COUNTY, ILLINOIS

ARCHTOP SOLAR II, LLC

DECOMMISSIONING AGREEMENT

THIS DECOMMISSIONING AGREEMENT (“Agreement”), dated as of _____, 2024 (“Effective Date”), together with the Ford County Commercial Solar Energy Facilities Ordinance attached as Exhibit A and the Decommissioning Plan attached as Exhibit B (the “Decommissioning Plan”) is entered into by and between Archtop Solar II, LLC, a Delaware limited liability company (“Company”) and County of Ford, Illinois, a body politic in the State of Illinois (the “County”). County and Company may each be referred to herein individually as a “Party”, and collectively as the “Parties”.

RECITALS

WHEREAS, Company intends to construct and operate a solar project, commonly referred to as Archtop Solar II, to be located on privately owned agricultural land within the Drummer Township and consisting of assets which will include, but not be limited to ground mounted solar arrays and appurtenant facilities and perimeter security fencing (the “Solar Project”) and shall comply with the County’s Zoning Ordinance as revised February 2022 and Resolution 23-50 adopted May 24, 2023 (collectively, the “Code”);

WHEREAS, the Solar Project will be located on property owned by private landowners within Drummer Township (collectively, the “Property”), located in the County;

WHEREAS, Company desires to provide financial security to address the cost of decommissioning the portions of the Solar Project located on the Property in the form of a surety bond held by and in favor of the County;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

TERMS AND CONDITIONS

Article I.

DECOMMISSIONING PLAN AND FINANCIAL ASSURANCE

Section 1.1 Decommissioning Plan; Modification. The parties agree to be bound by the Ford County Commercial Solar Energy Facilities Ordinance (attached hereto as Exhibit A and fully incorporated herein) and the Decommissioning Plan, attached as Exhibit B and fully incorporated herein, with respect to the decommissioning of the Solar Project. Company agrees to provide an updated Decommissioning Plan, including evaluation of costs and potential salvage values, if any, every three (3) years as required by Ordinance. Company specifically represents and warrants to County that the County has the first priority interest against all other entities or persons in any and all salvage value of the Project if Abandonment (as that term is defined in the AIMA) occurs. Company further represents and warrants that it shall not grant any other entity a priority interest in the salvage value of the Project in the event of Abandonment, or otherwise cause

the County's right to any and all salvage value of the Project to be jeopardized if Abandonment occurs. If at any future date, Company seeks to grant an entity other than the County an interest in the Project that would jeopardize the County's right to any and all salvage value in the Project if Abandonment occurs, Company shall provide notice to the County prior to executing any agreements related thereto and provide a new financial assurance in the form listed herein which removes the salvage value as a discount from the total amount of the financial assurance.

Section 1.2 Financial Assurance; Reevaluation. The initial Decommissioning Plan estimates an amount necessary to decommission the Project and the Project shall provide to the County a "Financial Assurance," as that term is defined in the Agricultural Impact Mitigation Agreement attached as Exhibit C to this Agreement (the "AIMA"), in an amount equal to 100% of the Decommissioning Plan estimate, net salvage value, as set forth in the Decommissioning Plan, as may be amended and updated from time to time. The Financial Assurances shall take the form of an Irrevocable Letter of Credit from a credit worthy party. Company shall file with the County Clerk the Financial Assurance on the first anniversary of the "Commercial Operation Date" (as such term is defined in the AIMA).

Article II.

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations, Warranties and Covenants of County. The County represents and warrants to Company as follows:

(a) The County has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

(b) This Agreement has been duly executed and delivered by the County and constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.

(c) The execution, delivery, and performance of this Agreement by the County will not violate any applicable law of the State of Illinois.

Section 2.2 Representations, Warranties and Covenants of Company. The Company represents and warrants to the County as follows:

(a) The Company has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

(b) This Agreement has been duly executed and delivered by Company and constitutes the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms.

(c) The execution, delivery, and performance of this Agreement by Company will not violate any applicable law of the State of Illinois.

Article III.
DEFAULTS

Section 3.1 Events of Default. An "Event of Default" shall exist with respect to this Agreement and the Decommissioning Plan if any of the following shall occur:

(a) Company fails to comply with any material term of the Decommissioning Plan and such failure continues for thirty (30) days after written notice from the County of such failure, or such longer period as may be reasonably necessary to complete such cure so long as the Company is diligently and continuously pursuing such cure;

(b) Company fails to comply with any material term of Section 17 of the AIMA, except as otherwise provided in this Agreement, such failure continues for thirty (30) days after written notice from the County of such failure, or such longer period as may be reasonably necessary to complete such cure so long as the Company is diligently and continuously pursuing such cure;

Section 3.2 Remedies. If an Event of Default occurs as provided herein and continues beyond any applicable notice and cure period, the County shall have the right to take the following actions, in the order below, for so long as the Event of Default continues:

(a) Impose a fine of One Thousand and 00/100 Dollars (\$1,000.00) for each Event of Default; and then

(b) Take all appropriate actions for decommissioning of the Solar Project, including drawing upon the Financial Assurance for the payment of all costs, expenses and damage of any type incurred in connection with the decommissioning (less any salvage amount), and seeking injunctive relief, if necessary; and then

(c) Seek reimbursement from the Company for actual decommissioning costs in excess of the Financial Assurance; and then

(d) File a lien against any real estate owned by the Company for the amount of the excess; and then

(e) Take all steps allowed by law to enforce such lien.

Article IV.
MISCELLANEOUS

Section 4.1 No Waiver; Remedies Cumulative. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy shall operate as a waiver thereof. No single or partial exercise by any Party of any such right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy hereunder. The rights, powers and remedies expressly herein provided are cumulative and not exclusive of any rights, powers or remedies available under applicable law.

Section 4.2 Notices. All notices, requests and other communications provided for herein (including any modifications, or waivers or consents under this Agreement) shall be given or made in writing (including by telecopy) delivered to the intended recipient at the address set forth below or, as to any party, at such other address as shall be designated by such party in a notice to the other party. Except as otherwise provided herein, all notices and communications shall be deemed to have been duly given when transmitted by electronic mail with confirmation of receipt received, personally delivered, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

Company:

Archtop Solar II, LLC
545 North Jordan Drive
Gibson City, IL 60936
Attn: Gibson City Energy Center – Solar 2

Copy to:

Earthrise Energy, PBLLC
3033 Wilson Boulevard, Suite 700
Arlington, VA 22201
Attn: Legal (real estate)

County:

Ford County
200 W. State Street, Room 101
Paxton, Illinois 60957
Attention: County Clerk

Copy to:

Ford County State's Attorney
200 W. State Street, Room 204
Paxton, IL 60957

Section 4.3 Amendments. This Agreement may be amended, supplemented, modified or waived only by an instrument in writing duly executed by all of the parties hereto.

Section 4.4 Successors and Assigns.

(a) This Agreement may be assigned only upon written consent of the Parties, except Company may, upon notice to County, but without County's consent or approval, assign this Agreement to an affiliate or successor entity, or mortgage, charge, pledge, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement. Notwithstanding anything to the contrary, Company may only assign this Agreement if the

assignee agrees and acknowledges in writing that such assignee shall be bound by terms and obligations of this Agreement.

(b) If requested by either Party or an assignee thereof, each Party hereto agrees to provide such further assurances and execute such additional documents as may be reasonably requested by the other Party to give effect to the foregoing assignment.

(c) Any transfer or assignment of this Agreement by Company shall also be subject to Company assigning its rights and obligations under all other agreements and contracts entered into that relate to the Solar Project by and between the Parties to the same assignee to the extent of the assigned rights, interests, and obligations hereunder.

Section 4.5 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the Parties may execute this Agreement by signing any such counterpart. This Agreement constitutes the entire agreement and understanding among the Parties with respect to matters covered by this Agreement and supersede any and all prior agreements and understandings, written or oral, relating to the subject matter hereof. Signatures transmitted electronically by .pdf or facsimile shall be binding for all purposes hereof.

Section 4.6 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by applicable law: (a) the other provisions hereof shall remain in full force and effect in such jurisdiction in order to carry out the intentions of the Parties as nearly as may be possible; and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Section 4.7 Headings. Headings appearing herein are used solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 4.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of law provisions.

Section 4.9 No Recourse to Affiliates or Persons. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

Section 4.10 Estoppel. Either Party hereto, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party:

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

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

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

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

Section 4.11 Limitation of Liability. Except as otherwise provided in this Agreement or if an express remedy or calculation of liability is provided in this Agreement, neither Party shall be liable for any special, incidental, consequential or punitive damages based on breach of contract, breach of warranty, negligence, tort or any other legal theory.

**[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK; SIGNATURE
PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed in their respective names by their duly authorized representatives and dated their signatures as shown below, to be effective as of the Effective Date.

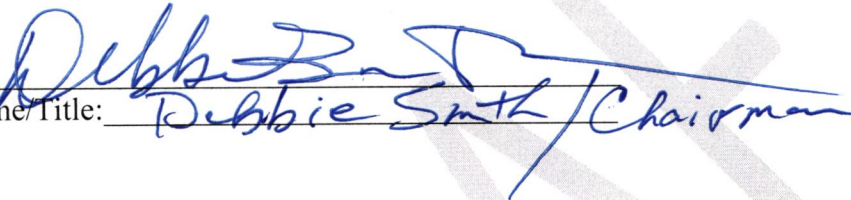
COMPANY:

ARCHTOP SOLAR II, LLC,
a Delaware limited liability company

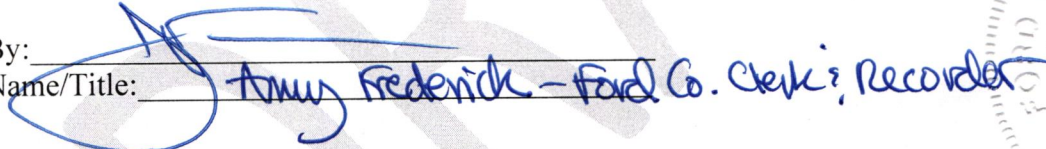
By: _____ Date _____

THE COUNTY:

THE COUNTY OF FORD, ILLINOIS

By: 
Name/Title: Debbie Smith / Chairman

ATTEST:

By: 
Name/Title: Amy Frederick - Ford Co. Clerk & Recorder



Reviewed and approved by:

Name/Title: _____

EXHIBIT A
FORD COUNTY COMMERCIAL SOLAR ENERGY FACILITIES ORDINANCE

[TO BE ATTACHED]

EXHIBIT B
DECOMMISSIONING PLAN
[TO BE ATTACHED]

DRAFT

EXHIBIT C
AIMA

[TO BE ATTACHED]

EXHIBIT D
FORM OF IRREVOCABLE LETTER OF CREDIT

[TO BE ATTACHED]