APPLICATION FOR ZONING ACTIONS

MAP AMENDMENTS, SPECIAL USES AND VARIATIONS

Name of Applicant: FFP IL Community Solar, LLC
Address: 100 Montgomery Street, Suite 725
City: San Francisco State: CA Zip: 94104
Phone: 855-204-5083

Attorney: Todd Larson
Address: 100 Montgomery Street, Suite 725
City: San Francisco State: CA Zip: 94104
Phone: 855-204-5083

Owner of Property: George and Martha Hasselmann Trust
Address: 730 Bauman Street
City: Marengo State: IL Zip: 60152
Phone: 815-575-3590

Address and Legal description of property: (May be attached)
Please refer to the appended documents for the legal description.

MAP AMENDMENTS OR SPECIAL USES

Existing Zoning District: ________________________________
Existing Use: ________________________________
Proposed Map Amendment:

OR

Proposed Special Use:
Project: A-1

Use: Agricultural

Proposed Use: FFP IL Community Solar, LLC is proposing to construct a utility-scale solar energy facility on the Project Premises. The project will consist of a 2-megawatt solar installation with utility-scale ground-mounted photovoltaic panels and associated electrical wiring.

OR

Required Setback: 

Requested Setback: 

OR

Existing Requirements (Please Specify):

Requested Requirements (Please Specify):

The undersigned grants the DeKalb County Community Development Director or his/her designee and the Hearing Officer permission to enter upon the property described on this application for the purpose of inspection.

[Signature]

Michael Hasselmann
Owner or Authorized Agent

[Signature]

July 11, 2022

Date

Received By
DISCLOSURE OF INTEREST
Pursuant to the requirements of State Statutes (55 ILCS 5/5-12009), please provide the names and addresses of all owners of the property for which the zoning action is requested. If ownership is by a corporation, provide the names and addresses of all officers and directors, and all stockholders owning any interest in excess of 20% of all outstanding stock of such corporation. If the petitioner for zoning action is a business or entity doing business under an assumed name, or if a partnership, joint venture, syndicate or an unincorporated voluntary association, provide the names and addresses of all true and actual owners of the business or entity, the partners, joint ventures, syndicate members or members of the unincorporated voluntary association.
SPECIAL USE REQUESTS

Please provide responses to the following statements:

1. The proposed Special Use complies with all applicable provisions of the applicable district regulations. Please refer to the appended documents for additional information.

2. The proposed Special Use will not be unreasonably detrimental to the value of other property in the neighborhood in which it is to be located or the public welfare at large? Please refer to the appended documents for additional information.

3. The location and size of the Special Use, the nature and intensity of the operation involved in or conducted in connection with the property, and the location of the site with respect to the street giving access to it are such that the Special Use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable Zoning District Regulations. In determining whether the Special Use will so dominate the immediate neighborhood, consideration shall be given to:
   a. What are the location, nature and height of buildings, structures, walls and fence on the site? Please refer to the appended documents for additional information.
   b. What is the nature and extent of proposed landscaping and screening on the proposed site? Please refer to the appended documents for additional information.

4. Address off-street parking and loading area standards. Please refer to the appended documents for additional information.

5. Address drainage, utility and other such necessary facilities that have been or will be provided. Please refer to the appended documents for additional information.
6. The proposed uses, where such developments and uses are deemed consistent with good planning practice or can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; shall in all other respects conforms to the applicable regulations of the district in which it is located; and are deemed essential or desirable to preserve and promote the public health, safety and general welfare of DeKalb County.

Please refer to the appended documents for additional information.
Supplemental Application Information
Special Use Supplemental Application Information

1. Project Narrative

FFP IL Community Solar, LLC proposes to develop a 2 megawatt (MW) solar facility on a 16.8-acre tract of land (Project Premises) located approximately 0.5-miles east of the Wolf Road and Myelle Road intersection, approximately 1.92-miles northeast of the town of Kirkland, Illinois. The Project Premises is situated within a parent parcel of land identified by the DeKalb County Assessor’s Office as Parcel ID Number 0218400007 and is reportedly owned by the George and Martha Hasselmann Trust.

The Hasselmann – Kirkland Site 2 (Project) will be comprised of rows of photovoltaic (PV) cell panels mounted on posts set into the ground (solar arrays). FFP IL Community Solar, LLC will mount the solar arrays on single-axis trackers with each solar array tilting between 60/-60 degree angles. The height of the solar array will not exceed 12-feet above ground surface and FFP IL Community Solar, LLC intends to utilize Trina TSM-340-DD14A modules; however, the specific solar array configuration for this Project will be decided once additional site specific information and design components are determined. The Trina TSM-340-DD14A modules are UL and CSI (California Solar Initiative) listed. According to the Solar Energy Industries Association, the proposed 2MW solar project is capable of powering approximately 300-homes in Illinois with clean, renewable energy.

2. Traffic Impacts

Due to the rural location and size of the Project (2MWs), traffic impacts are expected to be minimal. Project development may be divided into the four phases: site preparation, material and equipment delivery, solar garden construction, and solar garden maintenance.

The following Table illustrates a typical, estimated average daily trip generation by vehicle for each Project phase for an approximate 2MW solar project.

<table>
<thead>
<tr>
<th>Project Phase (Time Period)</th>
<th>Vehicle Type</th>
<th>Estimated Gross Vehicle Weight</th>
<th>Number of Vehicles Per Day</th>
<th>Maximum and Average Vehicle Trips Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Preparation (approx. 4-6 weeks)</td>
<td>Equipment Hauling Trucks</td>
<td>30,000-65,000 lbs</td>
<td>0-2</td>
<td>0-4</td>
</tr>
<tr>
<td></td>
<td>Passenger Vehicles</td>
<td>2,000-10,000 lbs</td>
<td>2-5</td>
<td>4-10</td>
</tr>
<tr>
<td></td>
<td>Fuel Delivery</td>
<td>20,000-30,000 lbs</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Max – 16/Ave - 6</td>
</tr>
<tr>
<td>Material and Equipment Delivery (approx. 4 weeks)</td>
<td>Conex Container and Delivery Trucks</td>
<td>30,000-50,000 lbs</td>
<td>5-15</td>
<td>10-30</td>
</tr>
<tr>
<td></td>
<td>Equipment Hauling Trucks</td>
<td>20,000-40,000 lbs</td>
<td>0-4</td>
<td>0-8</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Max – 38/Ave - 10</td>
</tr>
<tr>
<td>Solar Garden Installation (4-5 months)</td>
<td>Passenger Vehicles</td>
<td>2,000 to 10,000 lbs</td>
<td>10-15</td>
<td>20-30</td>
</tr>
<tr>
<td></td>
<td>Fuel Truck</td>
<td>20,000 to 30,000 lbs</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Material Delivery Truck</td>
<td>20,000 to 30,000 lbs</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>
### Operations (ongoing once operational)

<table>
<thead>
<tr>
<th>Utility Vehicle</th>
<th>2,000 to 10,000 lbs</th>
<th>1 per month or less</th>
</tr>
</thead>
</table>

Max - 34/Ave - 24

Max - 2/Ave - 0

Project related traffic during all phases will not be significant during AM and PM peak periods (7:00 – 9:00 AM and 4:00 – 6:00 PM, respectively).

### General Construction and Development Criteria

- **Glare** - FFP IL Community Solar, LLC intends to utilize Trina TSM-340-DD14A photovoltaic modules which are constructed of anti-reflective coated tempered glass. In addition, the facility will be sited strategically to avoid glint and glare reflection towards adjacent roadways and surrounding areas.

- **Lighting** – No lighting is proposed for this Project.

- **Security Fencing** - The entire Project Premises will be surrounded by a six-foot tall standard chain-link fence with a one-foot barbed wire apron on extension arms. The Project will be designed to meet or exceed applicable local and national safety standards, specifically including: the currently enforced edition of the National Electric Code (NEC), and such regulations provided by the interconnecting utility. The Project will include a visible and lockable manual safety switch, which will be made accessible to first responders, the utility, and maintenance personnel via gate lockbox, code, or other method to be defined prior to construction. Additionally, the solar inverters (which convert electricity from the solar modules from DC to AC) are listed to the UL-1741 standard, which provides for immediate shutdown upon loss of an electrical signal from the utility.

- **Warning Signage** - Visible warning signs shall be posted at each ingress/egress point associated with the Project. The Project emergency contact information and 911 address will be clearly posted on all warning signage.

- **Utility Connection** – The applicant is currently in the process of obtaining a power purchase agreement with the local electric company.

- **Endangered Species and Wetlands** - Please see attached EcoCAT consultation report.

- **Compliance with Additional Regulations** - FFP IL Community Solar, LLC fully intends to comply with all federal, state, and local laws and regulations. Other than submittal to IDNR regarding EcoCAT and the State Historic Preservation Office, there have been no other consultation with agencies to date.

### Vegetative Maintenance

Following construction of the solar facility, disturbed grounds will be re-established with low growth / low maintenance ground cover. The vegetative maintenance contractor will be responsible for inspecting and maintaining the vegetative integrity of the solar facility. The contractor will conduct on-site activities
during growing months at the frequency of approximately 2-3 times per year. The contractor is expected
to adjust site maintenance frequency based on time of year and weather conditions. To avoid rutting,
erosion, and soil compaction, weather forecasts will be consulted and on-site field inspections will be
conducted prior to mowing or cutting to ensure that these practices occur when the site is able to
withstand this type of activity.

The proposed Project may follow practices that: (1) provide native perennial vegetation and foraging
habitat which is beneficial to game birds, songbirds, and pollinators; and (2) reduce storm water runoff
and erosion at the solar site. To the extent practical, if establishing perennial vegetation and beneficial
foraging habitat, the Project shall use native plant species and certified seed mixes that are free from
noxious or exotic weed seeds.

Please refer to the appended Vegetative Maintenance documentation for additional information.

5. DeKalb County Community Development Department

Special Use Request Application Information.

1. The proposed Special Use complies with all applicable provisions of the applicable district
   regulations.

   The proposed solar Project will comply with all ordinances, requirements, and regulations set
   forth by DeKalb County. In addition, FFP IL Community Solar, LLC will obtain all necessary local
   and state permits.

2. The proposed Special Use will not be unreasonably detrimental to the value of other property in
   the neighborhood in which it is to be located or the public welfare at large.

   The proposed Project would be situated on rural agricultural land, located away from public
   areas. Because there are no significant traffic impacts associated with the construction and
   maintenance of the solar farm and no dangerous or hazardous chemicals contained within the
   PV modules, there are no anticipated effects to public health, safety, comfort, convenience,
   morals, or general welfare to the neighborhood or citizens of the County.

   According to the National Renewable Energy Laboratory, once constructed, solar projects require
   little maintenance and no on-site employees. FFP IL Community Solar, LLC intends on utilizing PV
   modules for this system which use a non-reflective glass and are designed to absorb light rather
   than reflect it, thus reducing glint and glare to adjacent roadways and residences. Furthermore,
   the noisiest components of the solar farms are the inverters, which generate a low buzzing sound
   as they convert electricity from direct current to alternating current. This noise is generally not
   audible above ambient noise outside of the perimeter fence.

   In addition, according to the Solar Energy Development Information Report to the Kankakee
   County Board, which was prepared by county staff to address concerns associated with solar
development, “across the country there is limited research on the impact of utility scale solar projects on property values. As such, an alternative approach may be needed to address these concerns; one possible option would be to look at the impact of large-scale wind projects on property values although the differences between these two types of power generation facilities may be too great to make an adequate comparison. The existing research regarding wind farms, which examined the property values of residential homes located near or with views of wind turbines, provides little or no evidence that home values are affected (positively or negatively) before or after the construction of a facility.”

3. The location and size of the Special Use, the nature and intensity of the operation involved in or conducted in connection with the property, and the location of the site with respect to the street giving access to it are such that the Special Use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the application Zoning District Regulations. In determining whether the Special Use will so dominate the immediate neighborhood, consideration shall be given to:

a. What are the location, nature and height of buildings, structures, walls, and fence of the site?

Due to the rural location of the proposed Project, adverse impacts to the surrounding properties and areas are expected to be negligible. The proposed Project would remove only the land containing the solar arrays from agricultural production on the Subject Property only, and no effects on surrounding agricultural fields are expected. The proposed solar facility will be maintained in association with all applicable ordinances set forth by DeKalb County and is small enough in size (2MWs) to not significantly impact the current and/or future operations conducted at the adjacent properties. Furthermore, the solar array will be strategically sited to avoid glint and glare reflection towards adjacent roadways and surrounding areas. As a result, the solar facility is not anticipated to result in any undesirable impacts to the adjacent properties, will be compatible with the permitted uses established in the agricultural district, and will provide the local electrical grid with 2MWs of clean, renewable energy.

The entire Project Premises will be enclosed within a six-foot tall chain link fence with barbed wire and locked access gate in order to prevent trespassing. In addition, the height of the solar arrays will not exceed 12-feet above ground surface. No buildings will be constructed in association with the proposed Project.

b. What is the nature and extent of proposed landscaping and screening on the proposed site.

Please refer to the Vegetative Maintenance Section discussed above and the appended Vegetation Maintenance Plan for additional information.
4. Address off-street parking and loading area standards.

   FFP IL Community Solar, LLC will provide all required documentation associated with the above referenced items once additional site specific engineering and design components are determined.

5. Address drainage, utility and other such necessary facilities that have been or will be provided.

   FFP IL Community Solar, LLC will provide all required documentation associated with the above referenced items once additional site specific engineering and design components are determined.

6. The proposed uses, where such developments and uses are deemed consistent with good planning practice or can be operated in a manner that is not detrimental to the permitted developments and uses in the district: can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area, shall in all other respects conforms to the applicable regulations of the district in which it is located; and are deemed essential or desirable to preserve and promote the public health, safety, and general welfare of DeKalb County.

   The proposed Project is situated within a predominantly rural, agricultural area of DeKalb County, IL. Allowing this property to be developed into a solar facility will provide 2MWs of clean, renewable energy to the local electrical grid. In addition, this project will help generate additional income for the landowner, contribute to job creation stimulation through new investments in energy efficiency, renewables, and innovation, and also help preserve the State of Illinois’ low energy rates for residents and businesses within the County.

   The proposed Project will comply with all ordinances, requirements, and regulations set forth by DeKalb County. In addition, FFP IL Community Solar, LLC will obtain all necessary local and state permits.

   As the proposed Project is located on rural land, away from public areas, municipalities, businesses, and industrial sites, there are no anticipated effects from the construction or operation of the solar facility. The proposed Project would remove the land from agricultural production on the Subject Property only, and no effects on surrounding agricultural fields are expected. The entire Project Premises will be contained within a six-foot tall chain link fence with a locked access gate in order to prevent trespassing. In addition, warning signage will be clearly posted at the ingress/egress point of the Project Premises and will contain emergency contact information and the 911 address. Furthermore, vegetation within the Project Premises will be regularly maintained to prevent any increase in fire hazard to the Project Premises and adjacent areas. Because there are no significant traffic impacts associated with the construction and maintenance of the solar farm and no dangerous or hazardous chemicals contained within the PV modules, there are no anticipated effects to public health, safety, comfort, convenience, morals, or general welfare to the citizens of the County.
Conceptual Layout
EXHIBIT 1

Hasselmann - Kirkland Site 2 Solar Project
Kingston Township, DeKalb County, Illinois

Project Location

Legend

- Perimeter Boundary
- Fence
- Subject Parcel Boundary
- City/Civil Township Boundary
- County Boundary
- Road
- PLS Section Boundary

Data Sources:
- Westwood (2018)
- ESRI WMS USA Topo & World Streets Basemaps (Accessed 2018)
- Census Bureau (2017)
- DeKalb County GIS (2018)
General Notes:
- Project size: 2MW-AC, 2.884MW-DC.
- Project location: The subject parcel PIN is 0218400007. The project is located in the southeast quarter of T42N R04E S18.
- Parcel address: 7143-8487 Wolf Rd, Kingston, IL 60145.
- Parcel owner: Hasselmann, George S. & Martha E.
- Parcel area: 60.56 acres
- Project area: 35.4 Acres (16.8 Acres, Site 2)
- Current land use and zone: Agricultural District, Zone A-1.
- The project will meet or exceed applicable local and national codes and constraints.
- Project signage and equipment labeling will be clearly visible and meet or exceed local, utility, and NEC standards.
- The locations of the proposed project improvements are preliminary and subject to change based on revised specifications.
- No landscape screening/buffering is proposed for the project. A low growth, minimum maintenance, native perennial plant community will be established that is beneficial to songbirds and pollinators and it will reduce stormwater runoff and soil erosion at the site. The developer shall use native species seed mixes to the extent practical and these seed mixes will be certified free from noxious or exotic weed seeds.
- The project does not lie within a special flood hazard area as shown on FEMA FIRM panel 17037C0131E (effective on 01/02/2009).
- The locations of the proposed project improvements are preliminary and subject to change based on revised specifications and constraints.
- The project will meet or exceed applicable local and national codes and standards, including National Electric Code (NEC) Article 690.
- Project signage and equipment labeling will be clearly visible and meet or exceed local, utility, and NEC standards.

Acronyms
- AC: Alternating Current
- DC: Direct Current
- MVAC: Medium Voltage Alternating Current
- PCCC: Point Of Common Coupling
- PV: Photovoltaic
- ROW: Right-Of-Way

Hasselmann - Kirkland Site 2 Solar Project
Kingston Township, Dekalb County, Illinois
Proposed Site Plan

EXHIBIT 2
Project Parcel Legal Description
Project Parcel Legal Description

THAT PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST ¼; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID QUARTER, 2002.58; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 30 MINUTES 55 SECONDS MEASURED CLOCKWISE FROM SAID WEST LINE, 1,312.47 FEET TO THE EAST LINE OF SAID WEST ½; THENCE NORTHERLY, AT AN ANGLE OF 89 DEGREES 34 MINUTES 44 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID EAST LINE, 2012.55 FEET TO THE NORTH LINE OF SAID QUARTER; THENCE WESTERLY, AT AN ANGLE OF 89 DEGREES 59 MINUTES 08 SECONDS MEASURED CLOCKWISE FROM SAID EAST LINE ALONG SAID NORTH LINE, 1315.73 FEET TO THE POINT OF BEGINNING, ALL IN KINGSTON TOWNSHIP, DEKALB COUNTY, ILLINOIS.
Project Area Legal Description
LEASE AREA DESCRIPTION

The East 1070.00 feet of the West 1259.00 feet of the South 683.00 feet of the North 1448.00 feet of the West One Half of the Southeast Quarter Section 18, Township 42 North, Range 4 East of the 4th Principal Meridian, DeKalb County, Illinois.

Contains 16.8 acres
The East 1070.00 feet of the West 1259.00 feet of the South 683.00 feet of the North 1448.00 feet of the West One Half of the Southeast Quarter Section 18, Township 42 North, Range 4 East of the 4th Principal Meridian, DeKalb County, Illinois.

Contains 16.8 acres
THIS TENTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Forefront Power, LLC, a Delaware limited liability company (the "Company"), dated as of March 1, 2021, is entered into by MyPower Corp., a Delaware corporation, as the sole member of the Company (the "Member").

WHEREAS, on December 11, 2020, the Member entered into that certain Ninth Amended and Restated Limited Liability Agreement (the "Ninth Amended and Restated Agreement");

WHEREAS, the Member desires to amend and restate the Ninth Amended and Restated Agreement and to adopt this Agreement for the Company pursuant to the Act; and

NOW, THEREFORE, in consideration of the promises and the covenants and provisions hereinafter contained, the Member hereby adopts the following:

ARTICLE I

ORGANIZATIONAL AND OTHER MATTERS

SECTION 1.1 Formation; Admission. The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "Certificate") on December 21, 2016 with the Secretary of State of Delaware under and pursuant to the Act. This Agreement constitutes the "company agreement" (as such term is used in the Act) of the Company.

SECTION 1.2 Name. The name of the Company is Forefront Power, LLC, and the business of the Company shall be conducted under such name or such other name as the Board (as defined below) may determine.

SECTION 1.3 Term. The Company's existence began upon the issuance of the Certificate and shall continue for the period of duration set forth in the Certificate or until the earlier winding up and termination of the Company in accordance with Article VIII or as otherwise required by the Act.

SECTION 1.4 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and the Member shall not be obligated personally for any of such debts, obligations or liabilities solely by reason of being a member.

SECTION 1.5 Registered Office and Agent. The address of the Company's registered office (required by the Act to be maintained in the State of Delaware) shall be Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808 and the name of the Company's
registered agent at such address is Corporation Service Company. The Company's principal place of business shall be 100 Montgomery Street, Suite 725, San Francisco, CA 94104. The Company may change such registered office, registered agent, or principal place of business from time to time. The Company may from time to time have such other place or places of business within or without the State of Delaware as may be determined by the Member.

SECTION 1.6 Fiscal Year. The fiscal year of the Company shall begin on the first day of April and end on the last day of March each calendar year unless, for United States federal income tax purposes, another fiscal year is required. The Company shall have the same fiscal year for United States federal income tax purposes and for accounting purposes.

SECTION 1.7 No State-Law Partnership. The Company shall not be a partnership or a joint venture for any reason other than, if applicable, for United States federal income and state tax purposes, and no provision of this Agreement shall be construed otherwise.

ARTICLE II

PURPOSE AND POWERS

SECTION 2.1 Purpose of the Company. The purposes of the Company are to engage in any activity or business for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

SECTION 2.2 Powers of the Company. The Company shall have the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose and business described herein and for the protection and benefit of the Company.

ARTICLE III

FUNDING CONTRIBUTIONS

The Member shall make such capital contributions to the Company at such times, and in such amounts, as the Member shall determine in its sole discretion. As of the date hereof, the Member has made capital contributions to the Company in the amounts set forth on Schedule A attached hereto.

ARTICLE IV

DISTRIBUTIONS

All items of income, profit and loss of the Company shall be allocated to the Member and all cash and other distributable assets of the Company shall be distributed to the Member. Distributions shall be made at such time, to such extent and in such manner as the Member shall determine in its sole discretion.

ARTICLE V
MANAGEMENT OF THE COMPANY

SECTION 5.1 Management and Control of the Company.

(a) Except for situations in which the consent of the Member is expressly required by this Agreement or by the Act, the business and affairs of the Company shall be managed by or under the direction of a board of managers (the “Board”) consisting initially of the Managers (as defined below). The Board shall act as a manager pursuant to Section 18-402 of the Act. The Board shall consist of five managers (each, a “Manager” and collectively, the “Managers”). The following five persons shall serve as the Managers of the Company (i) Kazuki Shimizu, (ii) Yosuke Matsumoto, (iii) Katsunori Nishida, (iv) Michael Smith and (v) Yumitake Furukawa. The Member shall have the exclusive right to designate the Managers to the Board and to set the number of Managers required to serve on the Board. In addition, the Board shall select one (1) employee from the legal department of the Company to act as secretary of the Board. The secretary shall be responsible for all administrative responsibilities in connection with the activities of the Board, including preparation of minutes. For the avoidance of doubt, the secretary of the Board shall not have the rights of a Board member.

(b) Each Manager appointed shall serve until a successor is appointed in accordance with the terms hereof or his or her earlier resignation, death or removal. If at any time any Manager ceases to serve on the Board (whether due to resignation, removal or otherwise), the Member shall designate a replacement for such Manager by written notice to the Board. A Manager may be removed only by the Member in accordance with this Agreement, who may remove or replace such Manager, at any time and from time to time, in its sole discretion. In such case, the Member shall give written notice of such removal or replacement to the Board.

SECTION 5.2 General Powers of the Board. Except as may otherwise be expressly provided in this Agreement or mandatory provisions of the Act, the Board shall have complete and exclusive discretion in the management and control of the business and affairs of the Company, including the right to make and control all ordinary and usual decisions concerning the business and affairs of the Company. The Board shall, subject to mandatory provisions of the Act, possess all power, on behalf of the Company, to do or authorize the Company to do all things necessary, convenient or incidental to or for the furtherance of the purposes described herein and to otherwise to carry out the business and affairs of the Company, including all powers, statutory or otherwise. The Board is an agent of the Company for the purpose of the Company’s business, and the actions of the Board or its designee taken in accordance with such powers set forth in this Agreement shall bind the Company.

SECTION 5.3 Place of Meetings. All meetings of Board shall be held at the principal office of the Company, or at such other place as may be designated by the person or persons calling the meeting.

SECTION 5.4 Meetings. Meetings of the Board for any proper purpose or purposes may be called at any time by the Member or any Manager.
SECTION 5.5 Notice. A notice of all meetings, stating the place, day and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than 60 days before the meeting to each Manager.

SECTION 5.6 Waiver of Notice. Attendance of a Manager at a meeting shall constitute a waiver of notice of the meeting, except where such Manager attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Notice of a meeting may also be waived in writing. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if the objection is expressly made at the meeting.

SECTION 5.7 Quorum. The presence, either in person or by proxy, of four (4) out of five (5) Managers is required to constitute a quorum at any meeting of the Board.

SECTION 5.8 Voting. With respect to any matter presented to the Board, the affirmative vote of a majority of the Managers, at a meeting at which a quorum is present shall be the act of the Board.

SECTION 5.9 Action by Written Consent. Any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed and dated by Managers required to approve such action under the Act, the Certificate of Formation and this Agreement had such action been taken at a meeting of the Board at which all Managers were present, and shall be delivered to the Company or to the Board. Any such written consent may be executed and delivered by facsimile or similar electronic means (such as email) and may be signed in multiple counterparts. Such consent shall have the same force and effect as a vote of the signing Managers at a meeting of the Board duly called and held pursuant to this Article V.

SECTION 5.10 Proxies. A Manager may vote at a meeting of the Board either in person or by proxy executed in writing by the Manager. A facsimile, telegram, telex, cablegram or similar transmission by the Manager or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Manager shall be treated as an execution in writing for purposes of this Section 5.10.

SECTION 5.11 Conference Telephone Meetings. Meetings of the Board may be held by means of conference telephone or similar communications equipment so long as all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business thereat on the ground that the meeting is not lawfully called or convened.

SECTION 5.12 Steering Committee.

(a) Any important decisions relating to employment, organization and business strategy of the Company which is beyond a day-to-day management may be carried out by a steering committee (“Steering Committee”) in accordance with the requirements set forth in this Section 5.12. The Steering Committee shall consist of the following four (4) persons: (i) Katsunori
Nishida, (ii) Koichiro Takagishi, (iii) Michael Smith, and (iv) Yumitake Furukawa (each, a “Steering Committee Member” and collectively, the “Steering Committee Members”). In addition, the Steering Committee shall select one (1) employee of the Company to act as secretary of the Steering Committee. The secretary shall be responsible for all administrative responsibilities in connection with the activities of the Steering Committee, including preparation of minutes. For the avoidance of doubt, the secretary of the Steering Committee shall not have the rights of a Steering Committee Member.

(b) The meeting of the Steering Committee may be called at any time by any Steering Committee Member and the presence, either in person or by proxy (in accordance with Section 5.12(d) herein), all Steering Committee Members are required to constitute a quorum at any meeting of Steering Committee. The unanimous vote of the Steering Committee Members at a meeting at which a quorum is present shall be the act of the Steering Committee. For the avoidance of doubt, no action may be taken with regard to the operations of the Company without approval of the Steering Committee, unless otherwise approved by the Board of Member.

(c) Meetings of the Steering Committee may be held by means of conference telephone or similar communications equipment so long as all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business thereat on the grounds that the meeting is not lawfully called or convened.

(d) Steering Committee Members may vote at a meeting of the Steering Committee either in person or by proxy executed in writing by the Steering Committee Member. A facsimile, telegram, telex, cablegram or similar transmission by a Steering Committee Member or a photographic, photostatic, facsimile, pdf or similar reproduction of a writing executed by the Steering Committee Member shall be treated as an execution in writing for purposes of this provision.

(e) Steering Committee Members do not have any power or authority to bind the Company and shall not, on behalf of the Company, authorize, engage in or enter into any transaction or contract, provided that the Steering Committee shall have the power to delegate such authority to any Steering Committee Member or Officer in accordance with the voting requirements of this Section 5.12, so that such Steering Committee Member or Officer shall have the authority to bind the Company, including through execution of transaction contracts, payment of invoices, and related documents.

(f) The Board shall have the right to appoint and remove any Steering Committee Member, either for or without cause, at any time; provided, however, that nothing contained herein shall limit any rights of Steering Committee Member under any employment agreement which such Steering Committee Member may have entered into with the Company. The Board shall have complete and exclusive discretion in the appointment and removal of Steering Committee Members, including the right to change the number of Steering Committee Members that serve on the Steering Committee, subject to applicable provisions of law.
SECTION 5.13 Executive Committee.

(a) Any day-to-day management and decision of the business affairs of the Company may be carried out by an executive committee (“Executive Committee”) in accordance with the requirements set forth in this Section 5.13. The Executive Committee shall consist of the following six (6) persons: (i) Michael Smith, (ii) Charlie Sohm, (iii) Daniel Taylor, (iv) Yohei Kishi, (v) Yumitake Furukawa and (vi) Kristin Frooshani (each, an “Executive Committee Member” and collectively, the “Executive Committee Members”). In addition, the Executive Committee shall select one (1) employee of the Company to act as secretary of the Executive Committee. The secretary shall be responsible for all administrative responsibilities in connection with the activities of the Executive Committee, including preparation of minutes. For the avoidance of doubt, the secretary of the Executive Committee shall not have the rights of an Executive Committee Member.

(b) The meeting of the Executive Committee may be called at any time by any Executive Committee Member and the presence, either in person or by proxy (in accordance with Section 5.13(d) herein), and all Executive Committee Members are required to constitute a quorum at any meeting of Executive Committee. The unanimous vote of the Executive Committee Members at a meeting at which a quorum is present shall be the act of the Executive Committee. For the avoidance of doubt, no action may be taken with regard to the operations of the Company without approval of the Executive Committee, unless otherwise approved by the Board of Managers.

(c) Meetings of the Executive Committee may be held by means of conference telephone or similar communications equipment so long as all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business thereat on the grounds that the meeting is not lawfully called or convened.

(d) Executive Committee Members may vote at a meeting of the Executive Committee either in person or by proxy executed in writing by the Executive Committee Member. A facsimile, telegram, telex, cablegram, e-mail or similar transmission by an Executive Committee Member or a photographic, photostatic, facsimile, pdf or similar reproduction of a writing executed by the Executive Committee Member shall be treated as an execution in writing for purposes of this provision.

(e) Executive Committee Members do not have any power or authority to bind the Company and shall not, on behalf of the Company, authorize, engage in or enter into any transaction or contract, provided that the Executive Committee shall have the power to delegate such authority to any Executive Committee Member or Officer in accordance with the voting requirements of this Section 5.13, so that such Executive Committee Member or Officer shall have the authority to bind the Company, including through execution of transaction contracts, payment of invoices, and related documents.

(f) The Board shall have the right to appoint and remove any Executive Committee Member, either for or without cause, at any time; provided, however, that nothing contained herein
shall limit any rights of Executive Committee Member under any employment agreement which such Executive Committee Member may have entered into with the Company. The Board shall have complete and exclusive discretion in the appointment and removal of Executive Committee Members, including the right to change the number of Executive Committee Members that serve on the Executive Committee, subject to applicable provisions of law.

SECTION 5.14 No Fiduciary Duties. To the maximum extent permitted by applicable law, (a) no Member or Manager in its capacity as such has any express or implied fiduciary or other duties to the Company or any Member, and (b) fiduciary duties, including the corporate law concepts of the duty of loyalty and the duty of care applicable to officers and directors of a corporation and the partnership law duties that a general partner owes to a partnership and its other partners, do not apply to any Member or Manager in his or her capacity as such, and are hereby expressly waived and disclaimed by the parties hereto. In performing their duties, the Managers shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by (i) one or more agents or employees of the Company or (ii) counsel, public accountants or other persons as to matters that the Managers reasonably believe to be within such person's professional or expert competence. To the fullest extent permitted by applicable law, the Managers shall have no liability by reason of being or having been a manager of the Company.

SECTION 5.15 Officers. The Board shall have the right to appoint officers of the Company to assist with the day-to-day management and operation of the business affairs of the Company. Any officer so appointed shall be subject at all times to the direction of the Executive Committee. No officer shall have greater power and authority than the Board, Steering Committee or Executive Committee and shall not, on behalf of the Company, authorize, engage in or enter into any transactions without the requisite prior consent of the Steering Committee, or the Executive Committee, as the case may be. The Board shall have the right to remove any officer, either for or without cause, at any time; provided, however, that nothing contained herein shall limit any rights of an officer under any employment agreement which such officer may have entered into with the Company. The Board shall have complete and exclusive discretion in the appointment and removal of such officers, subject to applicable provisions of law and any employment agreement which such officers may have entered into with the Company. The following persons shall serve as the officers of the Company from the effective date of this Agreement, with the appointment to serve in the capacities set forth in certain Delegation of Authority dated August 27, 2020, until such time as he or she is removed or replaced ("Authorized Officers"):  

<table>
<thead>
<tr>
<th>Name</th>
<th>Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Smith</td>
<td>Chief Executive Officer</td>
</tr>
<tr>
<td>Yumitake Furukawa</td>
<td>Deputy Chief Executive Officer, Chief Compliance Officer</td>
</tr>
<tr>
<td>Charlie Sohm</td>
<td>Chief Development Officer</td>
</tr>
<tr>
<td>Daniel Taylor</td>
<td>Chief Strategy Officer</td>
</tr>
<tr>
<td>Yohei Kishi</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>Kristin Frooshani</td>
<td>Secretary</td>
</tr>
</tbody>
</table>
SECTION 5.16 Other Business. The Member and the Managers may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. Neither the Company nor the Member or the Managers shall have any rights in or to such independent ventures of the Member or the Managers or the income or profits therefrom by virtue of this Agreement.

ARTICLE VI

INDEMNIFICATION

SECTION 6.1 The Company shall indemnify any person who was, is, or is threatened to be made a party to a Proceeding (as hereinafter defined) by reason of the fact that he or she (i) is or was a member or officer of the Company or an officer, director, stockholder, Manager, Committee Member, member, or partner of the Member (each an "Indemnified Person") or, (ii) while an Indemnified Person, is or was serving at the request of the Company as a Manager, Committee Member, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise (a "Subject Enterprise"), to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any Indemnified Person while this Section 6.1 is in effect. Any repeal or amendment of this Section 6.1 shall be prospective only and shall not limit the rights of any such Indemnified Person, or the obligations of the Company with respect to any claim arising from or related to the services of such person acting in any of the foregoing capacities prior to any such repeal or amendment to this Section 6.1. Such right shall include the right to be reimbursed by the Company for expenses incurred in investigating or defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act, as the same now exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Company within sixty (60) days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense is not permitted under the Act, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its Member, independent legal counsel, or officers) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Company (including its Member, independent legal counsel, or officers) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his or her heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, resolution of the Member or officers, agreement, or otherwise.
SECTION 6.2. The Company may additionally indemnify any employee or agent of the Company to the fullest extent permitted by law.

SECTION 6.3. As used herein, the term "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrate, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

SECTION 6.4. In the event the Company shall be obligated to indemnify any Indemnified Person pursuant to clause (ii) of the first sentence of Section 6.1, the Company shall be subrogated to all rights of such Indemnified Person against, or otherwise to receive indemnification from, each Subject Enterprise with respect to or on account of the Proceeding giving rise to the Company's obligation to indemnify such Indemnified Person pursuant to clause (ii) of the first sentence of Section 6.1, including without limitation any and all rights of such Indemnified Person to indemnification from such Subject Enterprise under the articles or certificate of incorporation, bylaws, regulations, limited liability company agreement, partnership agreement or other organizational documents of such Subject Enterprise or any agreement between such Indemnified Person and such Subject Enterprise.

ARTICLE VII

RESTRICTIONS ON ADMISSION AND TRANSFERS OF INTERESTS

SECTION 7.1. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.

SECTION 7.2. Assignment of Membership Interest. The Member may transfer, assign, pledge or hypothecate, in whole or in part, its limited liability company interest, as determined in the Member's sole discretion.

SECTION 7.3. Ownership Interest Certificate. Member has assumed the capital account as set forth in the books and records of Company. Member holds a 100% ownership interest in the Company.

A. The ownership interest in Company shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware (the “DE UCC”), and shall be evidenced by a certificate in the form attached hereto as Exhibit 1, which certificate shall be signed by Manager or other authorized officer of Company. The certificated ownership interest shall be in registered form within the meaning of Article 8 of the UCC and shall bear a legend in substantially the following form: “This certifies that ____________________ is the owner of a fully paid and non-assessable ownership interest in the Company consisting of a ___% ownership interest, all as set forth in the Operating Agreement. This certificate, including the rights attendant thereto, shall be a security governed by Article 8 of the Delaware Uniform Commercial Code.”
B. Company shall issue a new certificate to replace a certificate theretofore issued and alleged to have been lost, destroyed or wrongfully taken, if the owner or the owner’s legal representative satisfies such other terms and conditions as Company may from time to time prescribe.

ARTICLE VIII

WINDING UP AND LIQUIDATION

SECTION 8.1 Winding Up. The Company shall be wound up upon the occurrence of any event requiring winding up in the Act.

SECTION 8.2 Effect. Upon winding up, the Company shall cease carrying on its business but shall not terminate until the winding up of the affairs of the Company is completed, the assets of the Company shall have been distributed as provided below and a Certificate of Termination of the Company under the Act has been filed with the Secretary of State of the State of Delaware.

SECTION 8.3 Liquidation Upon Winding Up. Upon winding up, sole and plenary authority to effectuate the liquidation of the assets of the Company shall be vested in the Member, which shall have full power and authority to sell, assign and encumber any and all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner. The proceeds of liquidation of the assets of the Company distributable upon a winding up of the Company shall be applied in the following order of priority:

(a) first, to the creditors of the Company, including creditors who are members, in the order of priority provided by law, in satisfaction of all liabilities and obligations of the Company (of any nature whatsoever, including, without limitation, fixed or contingent, matured or unmatured, legal or equitable, secured or unsecured), whether by payment or the making of reasonable provision for payment thereof; and

(b) thereafter, to the Member.

SECTION 8.4 Winding Up and Certificate of Termination. The winding up of the Company shall be completed when all of its debts, liabilities, and obligations have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Member. Upon the completion of the winding up of the Company, a Certificate of Termination of the Company shall be filed with the Secretary of State of the State of Delaware.

ARTICLE IX

AMENDMENT
This Agreement may be amended or modified only by a written instrument executed by the Member. In addition, the terms or conditions hereof may be waived by a written instrument executed by the Member. Except as provided in this Article IX, this Agreement may not be amended or modified, by merger, consolidation or otherwise.

ARTICLE X

EFFECTIVENESS

This Agreement supersedes the Ninth Amended & Restated Limited Liability Company Agreement and all other prior agreements by the Member with respect to the subject matter hereof. This Agreement shall be effective from March 1, 2021.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF the undersigned has entered into this Agreement as of the date first written above.

MYPOWER CORP.

By: ____________________________
   Name: Katsunori Nishida
   Title: President
SCHEDULE A

The Member has made capital contributions to the Company in the amounts as set forth below.
EXHIBIT 1

Ownership Interest Certificate
FOREFRONT POWER, LLC
A Delaware Limited Liability Company

No. 1 100% Ownership Interest

THIS CERTIFIES THAT MyPower, Corp. holds a one-hundred percent (100%) ownership interest in Forefront Power, LLC, a Delaware limited liability company (“Company”), transferable only on the books of the Company by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed.

The ownership interest represented by this Certificate has not been registered and may not be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the Securities Act of 1933, as amended (“Act”), or pursuant to an exemption from registration under the Act, the availability of which is to be established to the satisfaction of the Company.

Transfer of this ownership interest is subject to restrictions set forth in the [Operating Agreement of the Limited Liability Company], dated as of [_____] by and between Company and MyPower, Corp., a Delaware corporation, as the sole member of Company (“Operating Agreement”).

THIS CERTIFIES THAT MYPOWER, CORP. IS THE OWNER OF A FULLY PAID AND NON-ASSESSABLE OWNERSHIP INTEREST IN COMPANY CONSISTING OF A 100% OWNERSHIP INTEREST, ALL AS SET FORTH IN THE OPERATING AGREEMENT. THIS CERTIFICATE, INCLUDING THE RIGHTS ATTENDANT THERETO, SHALL BE A SECURITY GOVERNED BY ARTICLE 8 OF THE DELAWARE UNIFORM COMMERCIAL CODE.

The Company will furnish without charge to each ownership interest holder, upon request, a copy of the Operating Agreement which sets forth the powers, designations, preferences and relative participation rights of ownership interest holders and the qualifications, limitations or restrictions of such rights except as otherwise provided by Delaware law.

IN WITNESS WHEREOF, the said Company has caused this Certificate to be signed by its duly authorized representative(s).

Dated: ______________________

FOREFRONT POWER, LLC
By: MyPower, Corp., its sole member and manager

By: _________________________________
Name:
Title:
PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

 conclusive

For Value Received, we hereby sell, assign and transfer unto ________________

________% of the Limited Liability Company Interest in [______________] (the “Company”) in our name on the books of the Company represented by Certificate No. 1 and do hereby irrevocably constitute and appoint ________________________________ attorney to transfer such interests on the books of the Company with full power of substitution in the premises.

Dated: ______________

[______________]

By: ______________________________

Name: ______________________________

Title: ______________________________
Interconnection Application
# Level 4
ForeFront Power LLC 42.1169/-88.8128

## Customer Contact

<table>
<thead>
<tr>
<th><strong>Interconnection Customer Contact Information</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td><strong>City</strong></td>
</tr>
<tr>
<td><strong>State</strong></td>
</tr>
<tr>
<td><strong>Zip Code</strong></td>
</tr>
<tr>
<td><strong>Telephone</strong> (Daytime)</td>
</tr>
<tr>
<td><strong>Telephone</strong> (Evening)</td>
</tr>
<tr>
<td><strong>Facsimile Number</strong> (Fax)</td>
</tr>
<tr>
<td><strong>Email Address</strong></td>
</tr>
</tbody>
</table>

### Alternate Contact  (if different from above) (Recommended)

<table>
<thead>
<tr>
<th><strong>Name</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td><strong>City</strong></td>
</tr>
<tr>
<td><strong>State</strong></td>
</tr>
<tr>
<td><strong>Zip Code</strong></td>
</tr>
<tr>
<td><strong>Telephone</strong> (Daytime)</td>
</tr>
<tr>
<td><strong>Telephone</strong> (Evening)</td>
</tr>
<tr>
<td><strong>Facsimile Number</strong> (Fax)</td>
</tr>
<tr>
<td><strong>Email Address</strong></td>
</tr>
</tbody>
</table>

## Facility Information

<table>
<thead>
<tr>
<th><strong>Project Name</strong></th>
<th>FEJA Hasselman - Kirkland Site 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Is the facility address the same as the Interconnection Customer's address?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Facility Address</strong></td>
<td>42.1169/-88.8128</td>
</tr>
<tr>
<td><strong>City</strong></td>
<td>Kirkland</td>
</tr>
<tr>
<td><strong>State</strong></td>
<td>Illinois</td>
</tr>
<tr>
<td><strong>Zip Code</strong></td>
<td>60145</td>
</tr>
<tr>
<td><strong>What type of property is the distributed generation facility?</strong></td>
<td>Community Solar</td>
</tr>
<tr>
<td><strong>Electric Distribution Company (EDC) serving Facility site</strong></td>
<td>ComEd</td>
</tr>
<tr>
<td><strong>Is ComEd the Electric Supplier for the</strong></td>
<td>Yes</td>
</tr>
</tbody>
</table>
### Contractor

**Equipment Contractor**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Interconnection Customer acting as the Equipment Contractor?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Name**

ForeFront Power LLC

**Mailing Address**

100 Montgomery Street, Ste 725

**City**

San Francisco

**State**

California

**Zip Code**

94104

**Telephone** (Daytime)

(415) 766-8616

**Telephone** (Evening)

**Facsimile Number** (Fax)

**Email Address**

interconnection@forefrontpower.com

---

### Electrical Contractor

**Is the Electrical Contractor different from the Equipment Contractor?**

No

**Name**

ForeFront Power LLC

**Mailing Address**

100 Montgomery Street, Ste 725

**City**

San Francisco

**State**

California

**Zip Code**

94104

**Telephone** (Daytime)

(415) 766-8616

**Telephone** (Evening)

**Facsimile Number** (Fax)

**Email Address**

interconnection@forefrontpower.com

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### Service Information

https://www.interconnect.comed.com/#/applications/2bebf0b8-67c5-44e1-b9ed-88abe748079c/edit/
Electric Service Information of Customer Facility Where Generator Will be Interconnected

<table>
<thead>
<tr>
<th>Capacity (Amps)</th>
<th>1,200,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voltage (Volts)</td>
<td>600,000</td>
</tr>
<tr>
<td>Type of Service</td>
<td>Three Phase</td>
</tr>
<tr>
<td>Primary Winding</td>
<td>Wye</td>
</tr>
<tr>
<td>Secondary Winding</td>
<td>Wye</td>
</tr>
<tr>
<td>Transformer Size (kVA)</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Impedance (per unit at rated kVA)</td>
<td>5.750</td>
</tr>
<tr>
<td>Intent of Generation</td>
<td>Net Meter</td>
</tr>
</tbody>
</table>

Unit will operate in parallel and will export power pursuant to Illinois Net Metering or other filed tariff(s)

Please confirm this application meets the following net metering requirements:

- You are a residential or commercial customer who owns or operates an eligible renewable electric generator of up to 2,000 kW that generates electricity for your own use
- The eligible renewable electric generator is one that is located on your premises
- The eligible renewable electric generator is powered by solar electric energy (e.g. photovoltaic), wind, dedicated crops grown for electricity generation, anaerobic digestion of livestock or food processing waste, agricultural residues, untreated and unadulterated wood waste, landscape trimmings, livestock manure, fuel cells or microturbines powered by renewable fuels or hydroelectric energy
- ComEd is your electricity supplier (If ComEd is not your electricity supplier, you must contact your electricity supplier directly for details about your electricity supplier’s net metering program and to get an enrollment form.)

Do you meet all these Net Metering requirements? Yes

Generator & Prime Mover

Generator and Prime Mover Information

<table>
<thead>
<tr>
<th>Energy Source</th>
<th>Solar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Converter Type</td>
<td>Photovoltaic Cell</td>
</tr>
<tr>
<td>Generator Size</td>
<td>125.000 kW</td>
</tr>
<tr>
<td>Number of Units</td>
<td>16.000</td>
</tr>
<tr>
<td>Total Capacity</td>
<td>2,000,000 kW</td>
</tr>
<tr>
<td>Generator Type</td>
<td>Inverter</td>
</tr>
</tbody>
</table>
Requested Procedure Under Which to Evaluate Interconnection Request

Please indicate below which review procedure applies to the interconnection request. The review procedure used is subject to confirmation by the EDC.

Level 4
Nameplate capacity rating is less than or equal to 10 MVA and the distributed generation facility does not qualify for a Level 1, Level 2 or Level 3 review or, the distributed generation facility has been reviewed but not approved under a Level 1, Level 2 or Level 3 review. (Application fee amount is $1,000 plus $2.00 per kVA, to be applied toward any subsequent studies related to this application).

Note: Descriptions for interconnection review categories do not list all criteria that must be satisfied. For a complete list of criteria, please refer to 83 Ill. Adm. Part 466, Electric Interconnection of Distributed Generation Facilities.

Facility Information

Distributed Facility Information

| Commissioning Date | 07/15/2019 |

List interconnection component/system(s) to be used in the distributed facility that are lab certified.

Component/System

Component/System

Component/System

Component/System

Component/System

NRTL Providing Label and Listing

NRTL Providing Label and Listing

NRTL Providing Label and Listing

NRTL Providing Label and Listing

NRTL Providing Label and Listing

Equipment Information

Energy Production Equipment/Inverter Information

Energy Production Equipment/Inverter Type

Inverter

Energy Production System #1

Inverter-based system?

Inverter Manufacturer

Other

Manufacturer

SunGrow

Model

SG125HV

Rating kW

125,000
### Additional Information for Inverter Based Facilities

#### Inverter Information

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type</strong></td>
<td>Forced Commutated</td>
</tr>
<tr>
<td><strong>Rated Output</strong> (Watts)</td>
<td>125,000,000</td>
</tr>
<tr>
<td><strong>Rated Output</strong> (Volts)</td>
<td>125,000,000</td>
</tr>
<tr>
<td><strong>Efficiency Percentage</strong></td>
<td>98.900</td>
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<tr>
<td><strong>Power Factor Percentage</strong></td>
<td>0.990</td>
</tr>
<tr>
<td><strong>Is Inverter UL1741 Listed?</strong></td>
<td>Yes</td>
</tr>
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</table>

#### DC Source/Prime Mover

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>Rating kW</strong></td>
<td>125.000</td>
</tr>
<tr>
<td><strong>Rating kVA</strong></td>
<td>125.000</td>
</tr>
<tr>
<td><strong>Rated Voltage</strong></td>
<td>1,500.000</td>
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<tr>
<td><strong>Open Circuit Voltage</strong></td>
<td>(if applicable)</td>
</tr>
<tr>
<td><strong>Rated Current</strong></td>
<td>148</td>
</tr>
<tr>
<td><strong>Short Circuit Current</strong></td>
<td>(if applicable) 240.000</td>
</tr>
</tbody>
</table>

#### Other Facility Information

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>One Line Diagram</strong></td>
<td>IL-18-0089 HASSELMANN KIRKLAND SITE 2 SINGLE-LINE DIAGRAM 04112018.pdf</td>
</tr>
<tr>
<td><strong>Plot Plan</strong></td>
<td>CL IL-18-0089 Hasselmann - Kirkland Site 2 - SAT 33GCR 04112018.pdf</td>
</tr>
</tbody>
</table>
Signature & Payment

Customer Signature

I hereby certify that:
1. I have read and understand the terms and conditions which are attached hereto by reference;
2. I hereby agree to comply with the attached terms and conditions; and
3. to the best of my knowledge, all of the information provided in this application request form is complete and true.

<table>
<thead>
<tr>
<th>Applicant Signature</th>
<th>Melissa Reed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Interconnection Project Manager</td>
</tr>
<tr>
<td>Date</td>
<td>04/12/2018</td>
</tr>
</tbody>
</table>

Signature File  If you are a Contractor submitting on behalf of the System Owner, please upload the System Owner's signed signature page here.
Decommissioning Plan
Decommissioning Plan

2MWac Ground Mounted Project
## Contents

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1. Background
Facility Description

ForeFront Power, LLC proposes to develop a solar photovoltaic (PV) facility (the “Project”) with a maximum nameplate capacity of 2 megawatts alternating current (2 MWac), located on private property approximately 0.5-miles east of the Wolf Road and Myelle Road intersection in Kingston Township, Illinois (the “Property”), as shown in Figure 1.

The Project consists of approximately 16.8-acres within a 60.56-acre parent parcel of private land located in Kingston Township in DeKalb County. The Project will produce electricity delivered to National Grid’s local distribution system utilizing lines along Wolf Road. Interconnection to National Grid’s system will include both underground and overhead wires along with new utility poles located on the Property.

The solar PV modules will be installed on metal racking structures utilizing single-axis trackers and secured to the ground utilizing either direct push or anchor screw technology. Direct Current (DC) wiring with the Project will be secured behind the modules, collected at a common point and transition underground to the inverters. From the inverter/transformer pad, AC wiring will run underground until connecting to the National Grid’s system.

Access to the Project will be from Wolf Road utilizing a 15’ wide crushed stone road constructed for access to the facility. The access road would be up to approximately 300-feet in length.

The inverters and transformer skid will be mounted on a concrete pad located within the array. The pad used for the skid will be approximately 34-feet x 13-feet.

The site will be secured with a seven-foot perimeter fence consisting of six-foot chain link topped by three strands of barbed wire making up the last foot.
Figure 1: Project Location
2. Decommissioning Activities
Introduction

The Decommission Plan (the “Plan”) describes anticipated activities and process for decommissioning of the proposed facility following its useful life. The purpose of decommissioning is to restore the Property to a clean, safe and usable condition for continued use by the landowner.

Decommissioning consists of the removal of above-ground and below-ground facility components, management of excess materials and waste as well as the restoration of Project lands, as applicable. Activities are expected to take between 8-10 weeks but no longer than four-months.

Potential negative environmental effects from decommissioning of the facility will be mitigated through use of erosion and sediment control measures, limiting the use of heavy machinery (where possible), and maintaining a buffer from natural features. These control measures, as well as other mitigation measures used during construction will be re-implemented during the decommissioning phase and until the site is stabilized.

Future consultation will occur with the municipality prior to decommissioning to discuss preferences and commitments to restore the Project to its pre-construction condition or a similar state. All decommissioning and restoration activities will adhere to the requirements set forth by Occupational Health and Safety Administration (OSHA) and will be in accordance with all applicable federal, state and local permitting requirements. As with the construction phase, an onsite manager responsible for safety will be present on-site (generally the contractor’s project manager) while decommissioning activities are taking place.

The decommissioning plan is based on current procedures and experience. These procedures may be subject to revision based on new experiences and requirements over time. At the time of decommissioning, various options and procedures will be re-evaluated to ensure that decommissioning is safe and beneficial to the environment.

Equipment Removal

A significant amount of the components of the Project will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their resale monetary value, these components will be dismantled and disassembled rather than being demolished and disposed of.

Following coordination with the local utility company regarding timing and required procedures for disconnecting the Facility from the private utility, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the panels will be cut at the panel and then removed from their framework by cutting or dismantling the connections to the supports. Inverters, transformers, and switchgear will be lifted, secured onto flat beds, and transported off-site for processing.
Modules will be detached from the racking system and stacked for removal. However, in the event of a total fracture, the interior materials are silicon-based and may not be considered hazardous. Disposal of these materials at a landfill will be permissible.

The metal piling systems used to secure the PV system in the ground will be removed entirely and if full removal is not possible, then terminated at a depth greater than four-feet from grade or at bedrock whichever is shallower. The piling materials will be collected and recycled. Additionally, all associated metal mounting structures along with the metal perimeter fencing and gates will be removed and either reused or sent for recycling.

Grade slabs will be broken, removed, and disposed of off-site or recycled. Unless requested by the landowner for the access road to remain, materials from road construction will be removed, shipped off-site for either re-use or disposal. If necessary, the former road bed will be backfilled and graded with material native to the region to blend it with the immediately adjacent and existing topography.

Aboveground utility poles owned by the Project will be completely removed and disposed of off-site in accordance with utility best practices. Overhead wires will be removed from the area of the solar modules and terminated at the point of interconnection. Underground wiring at depths of less than four-feet will be removed and recycled.

Prior to final demobilization, a final walkthrough of the Project area and the Property is completed to police for and ensure all debris is collected and removed.

**Site Restoration**

Those areas disturbed during decommissioning activities will be graded as necessary to ensure a uniform slope for proper storm water management, prevent the ponding of waters and address any rutting or other depressions caused by removal equipment. The disturbed areas will then be seeded either by hand or via hydro seeding to reestablish vegetation compatible with the Property and region. It is anticipated that a seed mix native to the area will be used by the decommissioning contractor, unless the landowner instructs that they will begin using the property for agricultural purposes and will reestablish the area with agricultural vegetation.
3. Permitting
Permitting & Approvals

Prior to the initiation of decommissioning activities, local code will be reviewed for applicability with decommissioning activities. The municipality will be consulted to confirm and applications made for appropriate permits and approvals, if any. At a minimum, it is anticipated that a new storm water pollution prevention plan (SWPPP) will be required along with a building permit. It is assumed that neither a new or revised site plan or special use permit would be necessary because decommissioning activities are associated with the originally issued approvals.

Throughout the decommissioning process, the municipality will be provided with regular updates and notice upon completing the restoration activities.
4. Decommissioning Assurance
Form of Assurance

A Decommissioning Agreement ("Agreement"), Exhibit 1, will be established for the project entered into by the Operator/Owner of the project and the municipality. The Agreement will result in the Operator/Owner securing a bond as assurance. The bond will begin with and maintained for the duration term established in the Agreement. The bond will be maintained and updated according to the Agreement and remain in place through the completion of decommissioning activities at the Project. The amount and term of the bond will be established and agreed upon by both parties.

Use of Assurance

In the event that the Operator/Owner fails to undertake decommissioning activities within the established period of the Agreement, the municipality shall have the right to undertake decommissioning activities and make a claim against the decommissioning assurance. In such circumstances, the municipality shall have such access to the Property as may be necessary to allow its qualified contractors to conduct decommissioning activities.
Appendix

Exhibit 1: Decommissioning Agreement
Exhibit 1

Decommissioning Agreement
TOWN OF ____________

SOLAR ENERGY SYSTEM DECOMMISSIONING AGREEMENT

This Solar Energy System Decommissioning Agreement (“Agreement”) is entered into this ___ day of__________, 201_ by and among the following parties:

<table>
<thead>
<tr>
<th>“Operator”</th>
<th>== OPERATOR==, a ==INCORPORATION==, with an address of ==ADDRESS==,</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Town”</td>
<td>Town of ______, being a municipal corporation in the State of ______, County of ______, with its offices for the transaction of town business located at: __________________________</td>
</tr>
</tbody>
</table>

PREAMBLE

WHEREAS, on __________, based on the Operator’s application, and after duly noticed public hearing(s), the Town, by its Planning Board, granted site plan approval (hereinafter “Site Plan Approval”) of a solar energy facility (hereinafter “Solar Energy System”) on real property (hereinafter “Property”) described in Schedule A attached hereto, as shown on the Site Plan entitled ___________, Town of ______, _________ County, Illinois,” prepared by == ENGINEERING FIRM ==, dated ___________ (hereinafter “Site Plan”), a copy of which is attached as Schedule B; and

WHEREAS, the above-described Site Plan Approval provides that the Operator “[S]hall agree in writing, to remove the solar energy system and all associated equipment and structures if the solar energy system ceases to be used for its intended purpose for twelve (12) consecutive months and the Operator does not provide reasonable evidence of intent to restart operations within six (6) months thereafter. Removal of such obsolete and/or unused structures shall be completed within three (3) months thereafter or as soon as feasible due to weather restrictions;” and
WHEREAS, as a condition to providing the Site Plan Approval, the Town requires that Operator sign this agreement, which provides that the Operator shall be required to execute and file, prior to the (tenth) 10th year of operation, with the Town Clerk a bond, or other form of surety reasonably acceptable to the Town Attorney and Engineer, in an amount sufficient for the faithful performance of the terms and conditions of the Site Plan Approval issued hereunder, and to provide for the aforesaid removal and restoration of the Property subsequent to removal of the Solar Energy System. The amount of the bond or security shall be no less than one hundred ten percent (110%) of the cost of the removal of the solar energy system and restoration of the site, and shall be reviewed and adjusted at five (5)-year intervals upon request of the Town; and

WHEREAS, the sum of $XX,XXX.00 is an amount sufficient for the aforesaid removal of the Solar Energy System and subsequent restoration of the Property, based upon the documentation attached hereto as Exhibit A (“Removal Letter”) and, therefore, determined that the required amount of surety for the aforesaid removal and restoration of the property is $XX,XXXX.00; and

WHEREAS, the Operator hereby agrees to remove the Solar Energy System and all associated equipment and structures if the Solar Energy System ceases to be used for its intended purpose for twelve (12) consecutive months and the Operator does not provide reasonable evidence of intent to restart operations within six (6) months thereafter. Removal of the Solar Energy System, obsolete and/or unused structures shall be completed within three (3) months thereafter or as soon as feasible due to weather restrictions; and

WHEREAS, the Operator hereby agrees to execute and file with the Town Clerk a bond, or other form of surety acceptable to the Town Attorney and Engineer (“Security”), in the amount of $XX,XXX.00 to provide for the aforesaid removal of the Solar Energy System and subsequent restoration of the Property. Further, prior to the end of each 5-year period after the establishment of the security, upon Town’s request, the Operator shall provide the Town with an updated Removal Letter setting forth an updated estimate for the removal of such obsolete and or unused structures, which updated estimate shall be subject to review and approval by the Town, which approval shall not unreasonably be withheld and the Security shall be changed to reflect the updated estimate approved by the Town for such removal and restoration of the site;

NOW THEREFORE, for and in consideration of the mutual promises set forth below, and after good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF PREAMBLE

The Preamble shall be incorporated into and become an enforceable part of this Surety Agreement.
SECTION 2. EFFECTIVE DATE

This agreement shall be effective upon its execution by all parties hereto. This agreement may be executed in multiple counterparts.

SECTION 3. OBLIGATIONS, DUTIES, AND RIGHTS OF THE TOWN

a. Upon removal and decommissioning of the Solar Energy System, the Operator shall inform the Town accordingly, in writing. Upon the Town’s determination that the Operator has decommissioned and removed the Solar Energy System and restored the Property as required under the Site Plan Approval, the Town shall: (i) release the Operator from this agreement; (ii) issue a certificate of completion and release and (iii) return or release any unused portion of the Security to the Operator. A determination that the removal and restoration has been satisfactorily completed shall be in the reasonable discretion of the Town. The Operator and its agents and consultants shall fully comply with all reasonable requests for inspections and information by the Town and its agents.

b. If the Operator fails to complete the required removal of the Solar Energy System and restoration of the Property within six (6) months of cessation of the Solar Energy System as set forth herein, the Town shall be entitled to utilize the Security provided hereunder to the extent necessary, in the Town’s reasonable discretion, to complete the removal and restoration process. Any portion of the Security that is not utilized as set forth herein shall be returned to the Operator, less reasonable administrative costs. In the event that the Town elects to obtain the Security, in whole or in part, as described in this paragraph, it shall notify the Operator accordingly, in writing and, within fourteen (14) days of such writing, the Security shall be paid to the Town.

SECTION 4. OBLIGATIONS, DUTIES, AND RIGHTS OF THE OPERATOR AND SURETY ENTITY

a. The Operator shall deliver, to the Town, suitable evidence of the establishment of the Security prior to the (tenth) 10th year of operation of the Solar Energy System. The Town requires that the Operator obtain a Surety for the Security, with said Surety binding itself to a Surety Agreement with the Town.

b. Upon Town’s request, within thirty (30) days prior to the end of each five (5)-year period after the establishment of the Security, the Operator shall provide the Town with an updated Removal Letter setting forth an updated estimate for the removal of such obsolete and or unused structures and the Security shall be altered to reflect the updated
estimate for such removal. The Operator shall deliver to the Town evidence of the new balance of the Security, as aforesaid.

c. The Operator agrees that the Security shall not be released except in accordance with the terms hereof.
d. The Operator agrees that the Security shall not be released in full, unless another method of security is provided, until the removal and restoration has been satisfactorily completed as reasonably determined by the Town and the Town issued a Certificate of Compliance evidencing same.
e. The Operator shall at all times provide the Town forthwith (no more than forty five (45) days after transfer of title) with the name of the current Operator or Operators of the Solar Energy System.

SECTION 5. BINDING EFFECT

This agreement, and any amendments thereto, shall be binding on the Operator, the Operator's agents and representatives, and any successors to the Operator's title, interest, and rights in the parcel of land constituting this subdivision, including executors, administrators, devisees, heirs, successors and assigns of the Operator.

SECTION 6. USE OF TERMINOLOGY

Use of the term "Operator" in this surety agreement is for convenience only and should not be considered as a limitation on those parties who may be subject to and bound by the provisions of this agreement and any amendments thereon. Use of the term "Site Planning Town" or "Town" in this covenant is for convenience only and may include agents or representatives of the Site Planning Town.

SECTION 7. APPOINTMENT OF AN AGENT

If someone other than the Operator will represent the Operator, the Operator must designate such representative below.

Name of representative:
__________________________________________________________________

Address of representative:
__________________________________________________________________

Tel. #: Days _____________________ Evenings _____________________

Relationship of representative to Operator:
__________________________________________________________________
In executing this surety agreement, the Operator hereby authorizes the person or persons named above to represent his/its interest before the Site Planning Town with respect to the matters that are the subject of this surety agreement.

SECTION 8. AMENDMENTS

This surety agreement may be amended, in writing, by agreement of all of the parties to this agreement.

SECTION 9. GOVERNING LAW

This agreement, and any amendments thereto, shall be governed by the laws of the State of Illinois and shall be enforceable only in an Illinois Court of competent jurisdiction.

SECTION 10. SEVERABILITY

If a court of competent jurisdiction determines that any provision of this surety agreement is unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.
IN WITNESS WHEREOF, I, the Operator, hereby certify under the pains and penalties of perjury that the information contained in this surety agreement is true and complete; and we, the parties to this surety agreement, set our hands and seals to this agreement on the date(s) written below.

OPERATOR

_____________________________________ ________________________________
Signature of Operator   Date  Witness
By: 
Its: 
Duly authorized

TOWN OF ___________

_____________________________________ ________________________________
Signature of Town    Date  Witness
By: 
Its: 
Duly authorized
On the ___ day of ___________, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared ____________________, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_______________________________________
NOTARY PUBLIC - STATE OF ILLINOIS

On the ___ day of ___________, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared ____________________, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_______________________________________
NOTARY PUBLIC - STATE OF ILLINOIS
### Project Name: FFP IL Community Solar
Date: July 11, 2022
WPS Project Number: 0015668
By: LSB

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<th>Quantity</th>
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<th>Unit Cost</th>
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<th>Total Cost</th>
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<td>1</td>
<td>Lump Sum</td>
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Subtotal Permitting $10,000

### Civil Infrastructure

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<th>Unit Cost</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Removal Gravel Surfacing from Road</td>
<td>216</td>
<td>Cubic Yards</td>
<td>$2.51</td>
<td>$540</td>
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<tr>
<td>Haul Gravel Removed from Road</td>
<td>216</td>
<td>Cubic Yards</td>
<td>$11.67</td>
<td>$2,515</td>
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<tr>
<td>Disposal of Gravel Removal from Road</td>
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<td>Cubic Yards</td>
<td>$0.00</td>
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<td>Grade Road Corridor</td>
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<td>Square Feet</td>
<td>$0.09</td>
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<td>Erosion and Sediment Control Along Road</td>
<td>150</td>
<td>Linear Feet</td>
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<td>$486</td>
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<td>Removal of Security Fence</td>
<td>3,000</td>
<td>Linear Feet</td>
<td>$6.54</td>
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Subtotal Civil Infrastructure $24,512

### Structural Infrastructure

<table>
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<tbody>
<tr>
<td>Removal Tracker Array Steel Foundation Post Full Depth</td>
<td>2,020</td>
<td>Each</td>
<td>$13.38</td>
<td>$27,020</td>
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<tr>
<td>Haul Tracker Array Steel Post</td>
<td>182</td>
<td>Ton</td>
<td>$7.99</td>
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<tr>
<td>Removal PCU Station Post to a 5’ Depth</td>
<td>20</td>
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<td>$65.00</td>
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<td>Haul PCU Station Post</td>
<td>20</td>
<td>Each</td>
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<td>Removal Array Racking</td>
<td>91</td>
<td>Ton</td>
<td>$200.00</td>
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<td>Haul Array Racking</td>
<td>91</td>
<td>Ton</td>
<td>$7.99</td>
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Subtotal Structural Infrastructure $48,802
**Estimated Decommissioning Costs**
Including Dismantling/Removal Costs and Salvage Value

### Electrical Collection/Transmission System

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of PV Modules</td>
<td>8,484</td>
<td>Each</td>
<td>$5.27</td>
<td>$44,718</td>
</tr>
<tr>
<td>Haul PV 95% of Panels to Reseller (Louisville, KY)</td>
<td>282</td>
<td>Tons</td>
<td>$78.88</td>
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<td>Haul PV 5% of Panels for disposal</td>
<td>15</td>
<td>Tons</td>
<td>$7.38</td>
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<td>Removal of Inverter Stations</td>
<td>16</td>
<td>Each</td>
<td>$1,048.34</td>
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<td>Removal of Panelboards</td>
<td>2</td>
<td>Each</td>
<td>$40.00</td>
<td>$80</td>
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<tr>
<td>Removal of PCU Station (Inverter/Transformer)</td>
<td>2</td>
<td>Each</td>
<td>$2,000.00</td>
<td>$4,000</td>
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<tr>
<td>Removal of Riser Pole and Overhead Cable</td>
<td>1</td>
<td>Each</td>
<td>$1,000.00</td>
<td>$1,000</td>
</tr>
<tr>
<td>Removal of SCADA Equipment</td>
<td>1</td>
<td>Each</td>
<td>$1,000.00</td>
<td>$1,000</td>
</tr>
<tr>
<td>Removal of Underground Collector System Cables</td>
<td>2,160</td>
<td>Linear Feet</td>
<td>$0.38</td>
<td>$812</td>
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<tr>
<td>Removal of DC System Cables</td>
<td>30,300</td>
<td>Linear Feet</td>
<td>$0.45</td>
<td>$13,590</td>
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<tr>
<td>Removal of Fiber Optic Cable</td>
<td>2</td>
<td>Per MW</td>
<td>$1,500.00</td>
<td>$3,000</td>
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**Subtotal Electrical Collection/Transmission System** $107,334

### Site Restoration

<table>
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<tr>
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<th>Rate</th>
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<tr>
<td>Stabilized Construction Entrance</td>
<td>1</td>
<td>Each</td>
<td>$2,225.00</td>
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<tr>
<td>Perimeter Controls</td>
<td>3,000</td>
<td>Linear Feet</td>
<td>$3.24</td>
<td>$9,720</td>
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<tr>
<td>Till to farmable condition on project area</td>
<td>16.8</td>
<td>Acres</td>
<td>$236.80</td>
<td>$3,978</td>
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</table>

**Subtotal Site Restoration** $15,923

### Subtotal Demolition/Removals

**$226,572**

### Salvage

<table>
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<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Fencing</td>
<td>16</td>
<td>Tons</td>
<td>$270.00</td>
<td>$4,313</td>
</tr>
<tr>
<td>Steel Posts</td>
<td>182</td>
<td>Tons</td>
<td>$341.25</td>
<td>$62,039</td>
</tr>
<tr>
<td>Module Racking</td>
<td>91</td>
<td>Tons</td>
<td>$341.25</td>
<td>$31,123</td>
</tr>
<tr>
<td>PV Modules(340 Watt)</td>
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<td>Each</td>
<td>$17.85</td>
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<tr>
<td>String Inverters</td>
<td>16</td>
<td>Each</td>
<td>$3.69</td>
<td>$59</td>
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<tr>
<td>Inverter/Transformer</td>
<td>2</td>
<td>Each</td>
<td>$123.69</td>
<td>$247</td>
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<tr>
<td>Scada Equipment</td>
<td>1</td>
<td>Each</td>
<td>$0.00</td>
<td>$0</td>
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<tr>
<td>Collection Lines (DC Copper)</td>
<td>8,640</td>
<td>Pounds</td>
<td>$0.84</td>
<td>$7,258</td>
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**Subtotal Slavage** $256,479

### Total Demolition Minus Salvage

($29,907)
Vegetative Maintenance

2MWac Ground Mounted Project

Project Information

Project Name: Hasselmann – Kirkland Site 2
Address: Wolf Road, Kingston, IL
Project Area: 16.8-acres

Background

Following construction of the solar facility, disturbed grounds will be re-established with low growth / low maintenance ground cover. The vegetative maintenance contractor will be responsible for inspecting and maintaining the vegetative integrity of the solar facility. The contractor will conduct on-site activities during growing months at the frequency of approximately 2-3 times per year. Contractor is expected to adjust site maintenance frequency based on time of year and weather conditions. To avoid rutting, erosion, and soil compaction, weather forecasts will be consulted and on-site field inspections will be conducted prior to mowing or cutting to ensure that these practices occur when the site is able to withstand this type of activity.

It is important to note this scope of work covers work along the access road and w/in the fence line of the project. Remaining lands outside the fence will continue to be utilized for agricultural purposes and maintained by the landowner or their representative.
Site Activities

Perimeter Maintenance
The perimeter fence line will be inspected for items of trash, that may have accumulated since the previous site visit. These items will be collected and disposed of offsite. Vegetative growth along the fence line will also be trimmed and maintained to prevent the growth of weeds or tall grasses.

Mowing
Mowing is a three-step process. First, the mower or bush hog trims the large areas. Second, trimmers are used to cut around structural elements and other places the mower couldn’t reach. Finally, any vegetation that was thrown and stuck to the modules will be cleaned off.

Additionally, spot-mowing is recommended for reducing invasive plants while native species are becoming established. Spot-mowing should be done at a raised height to avoid damaging native plants.

Site Inspections
During each maintenance visit, the site will be inspected for signs of or early indicators of erosion. Any areas of concern will be immediately presented to the project owner/developer to evaluate and implement corrective measures. Should the contractor observe a non-typical condition or change in site conditions the project owner / developer will be immediately notified.

Screening Maintenance
Should vegetative screening be installed at the PV facility, Contractor will be responsible for monitoring the general health of each plant. If any plant succumbs and fails to establish its self, contractor will work with the responsible nursery to redeem the warranty and replace the deceased plant with another of the same species.

Access Road Maintenance
During maintenance activities, the access road will be inspected and maintained to ensure that vegetative creep does not occur. This will include the mowing of at least a 3-foot strip paralleling each side of the road. Additionally, any observed vegetative creep within the road will be removed.
Table 1: Scope of Work

<table>
<thead>
<tr>
<th>Activity</th>
<th>Frequency</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perimeter Maintenance</td>
<td>8-12 Weeks</td>
<td>May - October</td>
</tr>
<tr>
<td>Mowing</td>
<td>8-12 Weeks</td>
<td>May - October</td>
</tr>
<tr>
<td>Site Inspections</td>
<td>8-12 Weeks</td>
<td>May - October</td>
</tr>
<tr>
<td>Screening Maintenance*</td>
<td>4-8 Weeks</td>
<td>May - October</td>
</tr>
<tr>
<td>Access Road Maintenance</td>
<td>8-12 Weeks</td>
<td>May - October</td>
</tr>
</tbody>
</table>

*Two years only to ensure vegetation planted for screening is adequately established
Erosion Control Plan
Erosion Control Plan

2MWac Ground Mounted Project

Project Information

Project Name: Hasselmann – Kirkland Site 2
Address: Wolf Road, Kingston, IL
Project Area: 16.8-acres

Introduction

What follows is an example erosion and sedimentation control plan based on the standards set forth by the State of Illinois Department of Natural Resources. The plan was modified to detail best management practices which may be deployed to address project site conditions, such that soil compaction is minimized, and water discharges do not contain pollutants or characteristics which will cause receiving water bodies to fail to meet water quality standards.

The following plan describes the most practical and effective practices to control erosion and prevent sediment from leaving the site. This plan should be organized and presented in a clear and concise manner. Because this site is located in a relatively flat open field with a history of cultivation activity, the soil compaction should be minimized, which in turn should contribute to a very low level of run off volumes, pollutant concentration, and recovery of natural vegetation post construction.

Project Description

The proposed project will involve the construction and operation of a photovoltaic solar power generation facility that is expected to produce as much as 2 MW AC of renewable electric power. The Project will be interconnected with local electric provider’s distribution system via connection to existing power lines located adjacent to the property. Approximately 16.8-acres will be disturbed during the construction period. The site is located in DeKalb County, approximately 1.92-miles northeast of Kirkland, IL.
Adjacent Property
The land use in the vicinity of the proposed site includes unimproved agriculture land, and very low density rural residential. The map on the next page is meant to demonstrate the existing project site and nearby parcels.

Planned Erosion and Sedimentation Control Practices

Sedimentation Basin
A sedimentation basin will be constructed at the low point of the property if deemed necessary by the environmental engineer. All water from disturbed areas will be directed to this basin before leaving the site.

Temporary Gravel Construction Entrance
A temporary gravel construction entrance will be installed near the east entrance of the site to wash vehicle tires at this location. The entrance will be graded so the runoff water will be directed to the applicable erosion control structures on the site.

Temporary Diversion
A temporary diversion structure such as silt fencing, gravel, hay bales, level spreader, or coil logs will be constructed at any natural low points leaving the subject property.

Sediment Fence
A sediment fence will be constructed along the perimeter of the project, along any diversion berms, and over exposed raw materials and soils if deemed necessary by the environmental engineer.

Land Grading
As stated above, there will be minimal grading of this site because of the existing flat site conditions. This will contribute to a low level of soil compaction, which in turn should contribute to a very low level of run off volumes, pollutant concentration, and recovery of natural vegetation post construction. Construction activities should be minimized to areas where the primary road will be constructed and where the main electric cable will be trenched.

Construction Road Stabilization
As soon as the final grade is reached on the entrance road, the subgrade will be sloped with a crown to drain to the east and west, and the necessary compaction will be reached per the engineer of record’s stated spec.

Dust Control
Dust control is not expected to be a problem due to the small area of exposure and the relatively short duration of construction (approximately 3 months). Should excessive dust be generated, it will be controlled by sprinkling and instituting a water truck for periodic use.
Construction Schedule

- Obtain plan approval and other applicable permits
- Flag the work limits and mark all areas needed for erosion control
- Hold pre-construction meeting at least one week prior to construction
- Install temporary gravel construction entrance and necessary silt fence
- Construct roads
- Clear any vegetation although this looks to be very minimal
- Begin driving Foundations
- Install solar panel tracking structure
- Install solar panels
- Trenching for all underground electrical
- Installation of electrical wiring
- Placement of string inverters
- Placement of transfer and necessary protective devises
- DC Commissioning
- Inverter and System Commissioning
- Final Punchlist
- Demobilization of all construction materials

Maintenance Plan

- All erosion and sedimentation control practices will be checked for stability and operation following every runoff-producing rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed and installed for all appropriate phases of construction.
- Sediment will be removed from any sediment diversion structure when the level of sediment reached .5 ft below the top of the structure. Any gravel that needs to be installed per the environmental engineer will be cleaned and replaced when the gravel no longer serves its intended purpose.
- Sediment will be removed from the sediment fence when it becomes .5 ft deep at the fence. The sediment fence will be repaired as necessary to maintain a barrier.
- All seeded areas will be fertilized, reseeded as necessary, and mulched according to specifications in the vegetative plan to maintain a vigorous, dense vegetative cover.
EcoCAT
Applicant: FFP IL Community Solar, LLC
Contact: Evan Wied
Address: 100 Montgomery Street
         Suite 725
         San Francisco, CA 94104

Project: Hasselmann - Kirkland Site 2
Address: Wolf Road, Kirkland

Description: FFP IL Community Solar, LLC is proposing to construct a utility-scale PV solar energy facility on the project premises.

Natural Resource Review Results
Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)
The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:
South Branch Kishwaukee River Kingston Reach INAI Site

An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.

Location
The applicant is responsible for the accuracy of the location submitted for the project.

County: DeKalb
Township, Range, Section:
42N, 4E, 18

IL Department of Natural Resources
Contact
Kyle Burkwald
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
Dekalb County Community Development
Derek M. Hiland
110 E. Sycamore Street
Sycamore, Illinois 60178

Disclaimer
The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project’s implementation, compliance with applicable statutes and regulations is required.
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1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

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State Historic Preservation Office
July 11, 2022

Illinois Department of Natural Resources
Illinois State Historic Preservation Office
Attn: Review and Compliance/Old State Capitol
1 Natural Resources Way
Springfield, IL 62702

Re: Illinois State Historic Preservation Office Review
Hasselmann – Kirkland Solar 2 Site
DeKalb County, IL

Westwood Professional Services (Westwood) would like to submit this request for consultation with the Illinois State Historic Preservation Office on behalf of FFP IL Community Solar, LLC for a potential solar development project located in DeKalb County, Illinois. According to the DeKalb County Zoning Department, consultation with the Illinois State Historic Preservation Office is recommended as part of the Special Use Permit application. Furthermore, a permit from the United States Army Corps of Engineers will also likely be required for this project.

FFP IL Community Solar, LLC is proposing to construct a utility-scale solar energy facility on the project premises. The proposed project will consist of a 2-megawatt solar installation with utility scale ground mounted photovoltaic panels and associated electrical wiring.

The project premises is unaddressed. The coordinates for the center of the Project Area are 42.115858, -88.809986 and carries the legal location of Section 18, Township 42 North, Range 4 East. The project premises is located approximately 2 miles northeast of Kirkland, IL and consists of 16.8 acres of currently undeveloped, planted agricultural fields and vacant land. Please refer to the appended Exhibits and Conceptual Plan for additional information regarding site location and layout.

No previous permits, IHPA log numbers, or non-agricultural disturbances are known for the project premises.

Please let us know if you have questions or concerns with regards to this request for consultation.

Sincerely,
WESTWOOD PROFESSIONAL SERVICES

Ryan Grohne
Cultural Resources Manager
(952) 906-7403
Hasselmann Site, Kirkland
(IL-18-0014)
Kingston Township, DeKalb County, Illinois

Project Area Site Map
USGS Topography

Legend
- Project Area Boundary
- Municipal Boundary
- County Boundary

Data Sources: Westwood (2018); ESRI WMS USA Topo & National Geographic Basemaps (Accessed 2018); Census Bureau (2017).
Legend

- Project Area Boundary
- Municipal Boundary
- County Boundary

Hasselmann Site, Kirkland (IL-18-0014)
Kingston Township, DeKalb County, Illinois
Project Area Overview Map
Aerial Imagery

EXHIBIT 2