

RESOLUTION 25-06_

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A
TERMINATION AGREEMENT BETWEEN GRNE SOLARFIELD 10, LLC, AND THE
CITY OF SANDWICH CONCERNING THE TERMINATION OF THE SOLAR POWER
PURCHASE AGREEMENT AND SITE LEASE DATED APRIL 25, 2022**

WHEREAS, the City of Sandwich (hereinafter referred to as “the City”) entered into a Solar Purchase Agreement and Site Lease dated April 25, 2022, (collectively referred to as the “Solar Agreements”) with GRNE Solarfield 10, LLC (hereinafter referred to as “NRE”); and

WHEREAS, pursuant to the Solar Agreements, NRE was to lease certain property owned by the City for the purposes of installing and operating a solar energy facility and then sell to the City all of the Energy Output generated by said solar energy facility (hereinafter referred to as “the Project”); and

WHEREAS, NRE has determined it is no longer feasible to complete the Project; and

WHEREAS, the City has taken certain steps and expended monies in anticipation of the Project commencing and being completed, but is willing to terminate the Solar Agreements with NRE upon the condition that NRE pays to the City the sum of \$18,000.00 as and for the costs incurred by the City in relation to the Project; and

WHEREAS, the City Council has reviewed the Termination Agreement between NRE and the City (attached hereto as Exhibit “A”) and believes that it is in the best interest of the City to enter into said Termination Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandwich, Illinois, that the Mayor is hereby empowered, authorized, and directed to execute, on behalf of the City of Sandwich, the Termination Agreement between GRNE Solarfield10, LLC, and the City of Sandwich Concerning the Termination of the Solar Power Purchase Agreement and Site Lease Dated April 25, 2022.

PASSED BY THE CITY COUNCIL of the City of Sandwich, Illinois, at a regular meeting thereof held on the 17th day of March, 2025, and approved by me as Mayor on the same day.

AYES: _____

NAYS: _____

ABSENT: _____

Todd Latham, Mayor

ATTEST:

Denise Ii, City Clerk

CERTIFICATION

I, Denise Li, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Sandwich, Counties of DeKalb and Kendall, and State of Illinois, and that I am keeper of the records, ordinances and other proceedings of said City; and I further certify that the above and foregoing is a true and correct copy of

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as approved and adopted by the City Council at a regular meeting of the City Council of the City of Sandwich, held on the 17th day of March, 2025, which meeting was held in the Council Chambers located in the City Hall Annex at 128 East Railroad Street in the City of Sandwich, Illinois.

Witness my hand and seal this 17th day of March, 2025.

Denise Li, City Clerk

EXHIBIT A

Termination Agreement between GRNE Solarfield 10, LLC and the City of Sandwich Concerning the Termination of the Solar Power Purchase Agreement and Site Lease dated April 25, 2022

This Termination Agreement is entered into as of March __, 2025 (“Effective Date”) between GRNE Solarfield 10, LLC, an Illinois limited liability company (“NRE”) and the City of Sandwich, an Illinois Municipal Corporation (“the City”). The City and NRE are referred to herein collectively as the “Parties” and each individually as a “Party”.

The City and NRE previously entered into that certain Solar Energy Power Purchase Agreement and Site Lease for Solar Installation, dated April 25, 2022, respectively (collectively with any related solar documents between the Parties, the “Solar Agreements”), pursuant to which NRE was to provide certain solar development services to the City (collectively, the “Project”).

It is the mutual intention of the City and NRE to terminate the Solar Agreements and this Termination Agreement is intended to serve as each party’s acknowledgement and acceptance of such termination pursuant to the applicable provisions of the Agreement.

The Parties acknowledge and agree that:

Section 1. Termination. The Parties mutually agree that the Agreement shall be terminated effective March __, 2025 (the “Termination Date”). Upon the Termination Date, the Agreement shall have no further force or effect.

Section 2. Consideration. In exchange for the City’s agreement to terminate the Solar Agreements, NRE shall pay to the City the sum of EIGHTEEN THOUSAND and 00/100 DOLLARS (\$18,000.00) as and for the costs incurred by the City in connection with the Solar Agreements. Said payment shall be made to the City by NRE within seven (7) days of the Effective Date. NRE acknowledges and agrees that it has already received all payments and amounts owed from the City under the Solar Agreements and this Termination Agreement and that no additional consideration of any kind is due from the City with respect to the Solar Agreements or this Termination Agreement.

Section 3. Effect of Termination. Except as expressly provided herein, the Parties acknowledge and agree that this Termination Agreement will not impact any rights or obligations of either Party which is intended to survive termination of the Solar Agreements.

Section 4. Fees and Expenses. Each Party shall bear its own fees and expenses (including attorneys’ fees) incurred in connection with the Solar Agreements, this Termination Agreement, and the transactions contemplated hereby, notwithstanding the payment from NRE to the City provided for in Section 2 hereof.

Section 5. Representations. Each Party represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have

under the Solar Agreements to any third party or other person. Each Party represents that the execution and delivery of this Termination Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Termination Agreement on behalf of the Party.

Section 6. Waiver. The Parties waive any requirements under the Solar Agreements related to consummation of the transactions contemplated by this Termination Agreement, including any notice requirements, as well as any claims, costs, or damages arising out of or relating to the Solar Agreements, excepting therefrom the payment from NRE to the City provided for in Section 2 hereof. Should any party be required to take any action with regard to the payment referenced in Section 2 hereof, the prevailing party shall be entitled to collect any expenses incurred, including reasonable legal fees and costs, relating thereto.

Section 7. Governing Law. This Termination Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Illinois.

Section 8. Binding Agreement. This Termination Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third-party beneficiaries to this Termination Agreement. Each Party acknowledges and agrees that it fully understands the provisions set forth in this Termination Agreement and their effect, and that each Party is voluntarily entering into this Termination Agreement.

Section 9. Severability. If any provision or portion of this Termination Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

Section 10. Counterparts. This Termination Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

Section 11. Entire Agreement; Modification. This Termination Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Termination Agreement shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Termination Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Termination Agreement, except to the extent such representations are expressly set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have signed this Termination Agreement as of the date set forth below.

NRE:

GRNE SOLARFIELD 10, LLC
An Illinois limited liability company

By: _____
Alyssa Martin
Authorized Representative

CUSTOMER:

CITY OF SANDWICH

By: _____
Todd Latham
Mayor

[Signature page]