AGENDA

BRIMFIELD COMMUNITY UNIT SCHOOL DISTRICT #309 BRIMFIELD BOARD OF EDUCATION REGULAR MEETING – WEDNESDAY, APRIL 20, 2022 BRIMFIELD HIGH SCHOOL – LIBRARY – 7:00 P.M.

	AGENDA ITEMS	CONSENT AGENDA
I. Cal	l to Order	
II. Rol	l Call	
III. Ple	dge of Allegiance	
	cognize Visitors	
V. Pul	olic Comment	
VI. App	prove Minutes	
A.	March 16, 2022 Extra-Curricular Committee Meeting	
B. 3	March 16, 2022 Regular Meeting and Closed Session	
	March 29, 2022 Building and Grounds Committee Meeting	
	March 29, 2022 Finance Committee Meeting	
	ool Board Business	
	resident's Report	
	aperintendent's Report	
	igh School Principal's Report	
	rade School Principal's Report	
	v Business	
	pprove solar energy lease with Trajectory	
	pprove a resolution authorizing the issuance of General Obligation School	
	onds (Alternate Revenue Source) of the District an aggregate principal	
	mount not to exceed \$1,000,000 pursuant to the Local Government Debt	
R	eform Act of the State of Illinois, as amended, for the purpose of altering,	
	pairing and equipping school buildings and facilities and improving school sites	
C. A	pprove bid for BGS roof project with Western Specialty Contractors for	
\$7	09,240	
D. A	ppoint Superintendent to begin to develop FY23 budget	
E. A ₁	oprove District's expenditure of funds for FY23	
F. A ₁	pprove Membership in the Association of Illinois Rural and Small Schools	
G. Ap	prove Brimfield High School Bass Fishing Team	
H. Ap	prove Brimfield Grade School 8th grade class trip to the St. Louis Zoo	
I. A _l	pprove Brimfield High School's membership in the Illinois High School	
As	sociation	
J. Ap	prove Brimfield Grade School's membership in the Illinois Elementary School	
As	sociation	
X. Perso	onnel	
A. A	pprove Jacob Gunter - BHS 2nd shift custodian	
B. Approve Ashlee Webb - BGS Head Cook		
	oprove 2022-2023 School Year Grade School Extra-Curricular Assignments presented)	
•	pprove 2022-2023 School Year High School Extra-Curricular Assignments	
(as	presented)	
E. Ap	oprove 2022-2023 School Year Support Personnel Assignments (as presented)	
T: A		

F. Approve Counselor position for Brimfield Grade School

X. Adoption of Consent Calendar

Action by the Board of Education in Adoption of the Consent Calendar at this point of the Agenda means that all items appearing in the agenda which have asterisks are adopted by one single motion, unless a member of the Board of Education requests that any such item be removed from the consent calendar and voted upon separately. Generally, consent calendar items are matters which the Board and the Superintendent consent are routine in nature and should be acted upon in one motion.

- A. Approve Bills for Payment for the Month of April
- B. Approve Position Statement and Treasurer's Reports for March
- C. Approve High School and Grade School Activity Fund Reports For March
- D. Approve the Destruction of Closed/Executive Session Audio Recordings Older than 18 months

XI. Executive Session - The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. 5 ILCS 120/2(c)(1)

The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. $5 \ ILCS \ 120/2(c)(5)$

XII. Adjourn

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To: Brimfield Board of Education, BCUSD #309

From: Tony Shinall, Superintendent

Re: April Board Report

Summer Projects

The BGS roof project bid is on the agenda for this month. The architect was pleased with the bid provided by Western Specialty Contractors. The scope of this work will occur during the 2022 summer and the 2023 summer. This is a roof recovery project, which will have a 20-year warranty.

The multi-purpose softball/baseball field went out for bid on Friday, April 8, 2022. Per the architect, there has been significant interest in this project from companies looking to bid. The bid opening is Friday, April 22, 2022.

Support Personnel

The list for support personnel for the 2022-2023 school year is on the agenda as well. We would like to take the opportunity to thank all of these people for the role they play in helping our district educate our children. We thank them for their service to our district.

Joint Annual Conference

We have received the notice about registering for the Joint Annual Conference in Chicago in November. Registration opens June 6, 2022. Registering as soon as possible is always advised. The dates this year are November 18-20, 2022. Please let me know if you intend on attending.

To: Brimfield CUSD #309 Board of Education

From: Billy Robison, Principal

Re: Brimfield High School BOE report for April 20, 2022

Sports Update

Despite the challenges that the spring weather has provided, we are off and running with our seasons! At the deadline for the BOE report, baseball had only suffered one defeat and had a great win over a tough IVC team and the softball team had 2 losses. The boys will host the baseball regional in May.

PD Focus

We spent our SIP day at Kickabrew discussing final exam procedures, sharing ideas to improve our professional practice along the topic of grading and feedback, and ideas in general to make our team even better.

Testing

We completed the PSAT and SAT last Wednesday. Kelsey Messineo did an excellent job in every facet of the process. Team ELITE went above and beyond and demonstrated exactly what teamwork exemplifies to ensure our students had the best testing environment possible.

ELITE Students

Our April students of the month were recognized for their respectfulness. Here are the winners: 9th Kylie Frail, 10th Ethan Barnewolt, 11th Chloe Kelly and 12th Josh Treadway.

Upcoming dates

April 21st-Peoria County Courthouse Band Performance Junior high chorus, high school band, and high school jazz band will all perform! 12-1pm. (Weather Permitting)

April 30- Prom @ The Warehouse on State 736 SW Washington St. Peoria- Grand March 5:30-6:30 BHS Gymnasium

May 2- Academic Awards Banquet at BHS

May 3- Sterling Merit Banquet at Peoria Civic Center

May 5- Spring Concert

May 6- Last Day of School for Seniors

May 7- Band Fundraiser in Kickapoo(Weather Permitting) More details to follow!

May 15- Graduation (Graduation Practice May 13th)

#BElite

We are focused on being a better version of ourselves every day. That's what being ELITE is all about!



<u> Brimfield Grade School</u>

Principal's Monthly Report Submitted By: Julie L. Albritton

Date Submitted: Wednesday, April 13, 2022

Enrollment

- K-8 = 396
- BF = 32
- Total Enrollment = 428 (+1)

Message from Mrs. Sumner (District Nurse) 4/13/22

I had 1 covid case last week and 2 this week. Overall cases have been drastically improved. We are following the new rules of 5 days out of school and then the last 5 days they can return and wear a mask. This has been working well.

Student Achievement/Instruction/Curriculum/Initiatives/School Improvements

- Thursday, April 14th we had our April SIP Day. Attached is the agenda.
- Kindergarten Registration will be on Tuesday, April 26th in the GS cafeteria 5:30-6:30. An informational flier is on our website and was included in last month's report. It has also been posted in The Weekly Post.
- Illinois Assessment of Readiness (IAR) State Testing has been completed (with the exception of a few make-up tests). Testing went smoothly this year with very few issues!
- Illinois Science Assessment 8th Grade tested on March 8, 9, and 10. 5th grade will be April 20, 21, and 22.
- BGS Spring Book Fair Monday, May 9th Friday, May 13th and we will be using Literati Book Fairs
- Brimfield Grade School Graduation has been scheduled for Thursday, May 19, 2022 at 7pm in the Brimfield Grade School Gymnasium. The last day of school for 8th grade is Thursday, May 19th with graduation practice in the morning and students can leave after practice around 10am. The last day for K-7th students is Wednesday, May
- <u>Summer School</u> Unfortunately, we do not have enough staff to provide our summer learning program as we did last year. We are looking to see if there is interest from teachers to create a tutor list for parents.

Upcoming events:

Thursday, April 14th - Midterms sent home

Friday, April 15th & Monday, April 18th - No School

Tuesday, April 21st - JH/HS music groups to perform at Peoria County Courthouse for Arts in Education Spring Festival

Wednesday, April 20th - BOE Meeting 7pm in HS Library

Tuesday, April 26th - Kindergarten Registration in the GS Cafeteria from 5:30-6:30pm

Monday, May 2nd - Friday, May 6th - Staff Appreciation Week

Wednesday, May 4th - BGS Monthly Staff Meeting

Thursday, May 5th - 5th-8th Band Concert 6:30pm at BHS

Friday, May 6th - SIP DAY - Early dismissal at 11:30

Friday, May 6th - Kindergarten Screenings at BGS

Monday, May 9th - Friday, May 13th - Book Fair Week!

Friday, May 13th - 8th Grade Chromebooks TURNED IN

Tuesday, May 17th - 8th Grade Class Trip to St. Louis Zoo

Thursday, May 19th - 7pm GS Graduation at BGS Gymnasium

Friday, May 20th - 5th/6th Grade Chromebooks TURNED IN

Monday, May 23rd - FULL Day of School

Tuesday, May 24th - Early Dismissal @ 1:50

Last Day for Bright Future Students

Wednesday, May 25th - Early Dismissal @ 1:50 Last Day of School for K-7th Students - Report Cards sent home

Thursday, May 26th - Teachers' Institute

Message from Mr. Sunderland (Athletic Director) 4/13/22

Grade School Athletics and Activities

GS Track and Field: Is off and running after having to deal with the terrible weather canceling several practices and the season opener meet. The teams first meet was April 6th at Farmington. We have 6 regular season meets this year and our conference meet. The schedule was greatly reduced this year due to schools limiting the size and number of meets they were hosting this year and not being able to host our normal 3 or 4 meets. We have around 55 student athletes on both the boys and girls teams this year. They are now gearing up and preparing for the Two Rivers Conference Meet which will be held Saturday April 23rd at Elmwood. Following the conference meet the



teams will be narrowing down the full roster into the IESA Sectional Meet roster which will be held on May 7th at IVC, all sectional participants will be competing for a chance to advance to the state meet to be held on May 13th and 14th at the Eastside Center.

Scholastic Bowl: Has finished the regular season and currently have a record of 5 and 3. Scholastic Bowl is now preparing for the IESA Scholastic Bowl Regional which we will be hosting on April 27th. The winner of the regional will advance to take on the winners from the 3 other regional in our sectional on May 2nd which we will be hosting as well.

SIP School Improvement Planning Day - Agenda

Thursday, April 14, 2022

Teachers - Please take a look at the items listed below and work through them as they pertain to you!



- All K-4 Teachers, K-4 Special Education Teachers, Sarah Moon, Kelly Walker
 2:10-2:40 We will meet in Kelly's room. Update on ELA Curriculum direction for K-4.
- 2. <u>Kindergarten Registration Meeting</u> 2:40-3:00 We will meet briefly following the ELA Meeting to discuss Kindergarten Registration on 4/26/22 from 5:30-6:30.
- 3. <u>5th-8th Math Teachers</u> (meet on your own)- I hope to have your new Envision math samples to look at so you can give us definite order requests.
- 4. Wit & Wisdom Pilots Conversations/Updates We will have an ELA Curriculum meeting that we would like your feedback to the group as to how the pilot is going. (Ali is not available until after 2:40) Erin Self may want to attend to hear about how it's going as well!
 - a. T.Tilly, McKinty, Shoff, Fraelle, A. Jones (after 2:40)
- 5. Grade Level Meetings
 - a. Analyze STAR Reading and Math & NWEA Map Reports
 - Look at Students Needs/Groupings
 - ii. Discuss Interventions/Times
 - iii. End-of-Year Planning
 - b. <u>Curriculum Maps</u> Update curriculum maps be sure your most current up-to-date curriculum map is uploaded to our website.
 - c. Take time to look at different websites you are currently using Typing Agent, Freckle, Myon, etc... websites that we use that you want to know more about how to use in the classroom.
- 6. Work on your POs and turn-in this includes: teacher \$100 orders, additional curriculum orders, science or elective stipends for next year, etc.. items must be budgeted for now (if approved)- it's difficult to find funds during the year. (See Bren's email)
- 7. Fill out field-trip yearly form if your grade level has a yearly trip. If not, put N/A on the form.
- 8. Fill out <u>summer maintenance form</u> requests Dave and Zach will begin planning for summer break maintenance. Please have any maintenance requests turned into my door mailbox ASAP.
- 9. Summer 2022 Tutoring Form please add your name if you wish to tutor this summer!

Memorandum of Lease Peoria County, Illinois

Prepared By and Return To: Jubilee Solar, LLC P.O. Box 310 Highland Park, IL 60035 (267) 225-1077 Email: legal@trajectoryenergy.com

Memorandum of Lease

THIS MEMORANDUM OF LEASE is made and entered into this 20th day of April 2022, by and between The Board of Education of Brimfield Community Unit School District No. 309, hereinafter referred to as "<u>Landlord</u>," whose mailing address is: 323 E Clinton Street, Brimfield, Illinois 61517, and Jubilee Solar LLC, whose mailing address is: P.O. Box 310, Highland Park, Illinois 60035, referred to herein as "Tenant".

Landlord has demised and leased the premises ("<u>Premises</u>") described below to Tenant, upon the terms contained in that certain Ground Lease Agreement dated as of the date set forth below (the "<u>Lease</u>"), which includes but is not limited to the following terms. Capitalized terms used but not defined herein will have the meanings given to such terms in the Lease.

DATE OF LEASE: April 20, 2022.

DESCRIPTION OF PROPERTY: The Premises described on <u>Exhibit A</u> which is attached hereto and made a part hereof. The Premises are part of the Landlord's parcels described on <u>Exhibit B</u> hereto (the "Land").

DATE OF TERM COMMENCEMENT: April 20, 2022 (the "Effective Date").

TERM: The term of the Lease commences upon the Effective Date and, unless otherwise terminated, continues for a period of twenty-five (25) years following the earlier of (a) the Construction Term Outside Date and (b) the Commercial Operation Date, and thereafter may be extended for up to two (2) successive renewal terms of five (5) years each.

EASEMENTS: Landlord grants Tenant easements on the Land for (a) receipt and access to light and solar energy resources, (b) access to the System and any other Tenant Property, (c) utility access, and (d) any other easements required by Tenant for the Intended Use.

RIGHT OF FIRST REFUSAL: Tenant has a right of first refusal to purchase Landlord's fee interest in the Premises or the Land pursuant to the terms of the Lease.

The purpose of this Memorandum of Lease is to give notice of the Lease, the terms and conditions thereof, and of the rights created thereby, all of which are hereby confirmed by the

parties, as indicated by the signatures below. Persons dealing with Landlord or Tenant concerning said property and Lease should contact their legal representatives.

All terms, conditions, provisions and covenants of the Lease are incorporated into this Memorandum of Lease by reference as though fully set forth herein, and the Lease and this Memorandum of Lease shall be deemed to constitute a single instrument or document. This Memorandum of Lease has been entered into by Landlord and Tenant for purposes of recordation in the appropriate real estate records of Peoria County, Illinois to provide notice to third parties of the Lease and nothing contained herein shall be deemed or construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date first written above.

LANDLORD:	The Board of Education of Brimfield Community Unit School District No. 309
	By:Name: Steve Updyke
	Name: Steve Updyke Title: President
STATE OF ILLINOIS)	
) SS. COUNTY OF)	
HEREBY CERTIFY thatsame person whose name subscribed to the	lic in and for said County and State aforesaid, DO, personally known to me to be the e foregoing instrument, appeared before me this day in ed, sealed and delivered said instrument as his/her free es therein set forth.
Given under my hand and notarial s	seal this, A.D., 2022.
	Notary Public

TENANT:	Jubilee Solar, LLC
	By:
	Name: Jonathan K. Carson Title: Authorized Representative
STATE OF ILLINOIS)	CC CC
COUNTY OF	SS.
CERTIFY that person whose name subscribed to the person and acknowledged that he/she and voluntary act, for the uses and purpose the person and purpose the person are personal purpose the person are personal purpose the personal pur	Public in and for said County and State, DO HEREBY, personally known to me to be the same lee foregoing instrument, appeared before me this day in signed, sealed and delivered said instrument as his/her free poses therein set forth. rial seal this day of, A.D., 2022.
Given under my nand and nota	rial seal this day of, A.D., 2022.
	51
	Notary Public

EXHIBIT A

Lease Boundaries

Premises: That portion of the Land as depicted below.

Land: parcels 06-24-201-004 and 06-24-201-003 (as legally described on Exhibit B).

Acreage: Tenant proposes to lease up to the entire portion of the Land as outlined below, or approximately 12 acres in total, including the following easements.

Easements: Tenant expects to run across any setback between the System and (a) North Jackson Street (which runs north to south immediately west of the Land) access road(s) for ingress/egress to/from the System and (b) the utility distribution lines that run north of the land along W Brimfield Jubilee Road wire(s) that would connect the System to such utility distribution lines, in order to interconnect the System to the distribution grid.



EXHIBIT B

Legal Description

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE FIVE (5) EAST OF THE FOURTH PRINCIPAL MERIDIAN; SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 06-24-201-004 and 06-24-201-003

Common Address: Land along N Jackson Street in Peoria County, IL

GROUND LEASE AGREEMENT

BASIC LEASE TERMS SUMMARY

Effective Date	April 20, 2022	
Landlord	The Board of Education of Brimfield Community Unit School District No. 309 ("Landlord").	
Tenant	Jubilee Solar, LLC, a Delaware limited liability company.	
Land	That certain real property located in Peoria County, Illinois (the "County") as further described on Exhibit A attached hereto. The portion of the Land to be leased hereunder will be determined in accordance with Section 2 of this Lease.	
Initial Due Diligence Period (Section 3)	Twelve (12) calendar months from the Effective Date.	
Initial Due Diligence Fee (Section 3)	\$2,500 for Diligence Period 1 (months 1-12).	
Extended Due Diligence Periods (Section 3)	Up to four (4) additional 12-month periods commencing upon expiration of the Initial Due Diligence Period (collectively, the "Extended Due Diligence Periods").	
Extended Diligence Period Fees (Section 3)	\$2,500 for Diligence Period 2 (months 13-24). \$2,500 for Diligence Period 3 (months 25-36). \$2,500 for Diligence Period 4 (months 37-48). \$2,500 for Diligence Period 5 (months 49-60).	
Term (Section 4)	The "Construction Term" shall commence upon the Construction Commencement Date (as defined below) and run through the earlier of (a) the Construction Term Outside Date (as defined below) and (b) the date on which Tenant begins to produce and sell electric power from the System on a regular basis (not including test power produced in connection with preliminary testing and final completion of the System) and the System has been interconnected to the local utility and achieved "commercial operations" (or similar term) under the applicable power purchase agreement(s) (the "Commercial Operation Date"). The "Initial Term" of this Lease will run for a period of three hundred (300) consecutive calendar months. The "Term" of this Lease will include the Construction Term, the Initial Term and, if applicable, any Renewal Terms.	

Renewal Terms (Section 4)	Two (2) successive renewal terms of five (5) years.
Rent (Section 7)	During the Term: \$1,000 per Acre of the Premises (prorated for any fractional Acre) per year, subject to the terms of <u>Section 2</u> .
Rent Escalation Date	The first (1st) anniversary of the Rent Commencement Date (as
(Section 7)	defined in Section 6(a)).
Rent Escalation Percentage (Section 7)	Two percent (2%) per year.
Intended Use (Section 11)	The development, construction, installation, operation, maintenance, repair, replacement, removal, and financing of one or more solar energy and/or energy storage systems for the generation, storage and distribution of electric power (the "System") and related monitoring, interconnection, transmission, distribution and communication facilities.
Landlord's Notice Address (Section 19)	Tony Shinall, Superintendent Brimfield School #309 323 E Clinton Street Brimfield, IL 61517 (309) 446-3378 tony.shinall@brimfield309.com
Tenant's Notice Address	Jubilee Solar, LLC
(Section 19)	P.O. Box 310
	Highland Park, IL 60035
	(312) 882-3713
	legal@trajectoryenergy.com

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (as amended or otherwise modified from time to time, this "Lease") is made and entered into by and between Landlord and Tenant, effective as of the Effective Date.

NOW THEREFORE, in consideration of the amounts to be paid to Landlord by Tenant and the other mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby established, Landlord and Tenant hereby agree as follows:

1. Basic Lease Terms Summary. References in the body of this Lease to a portion of the Basic Lease Terms Summary (e.g., the defined terms in the left-hand column of the Basic Lease Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the Basic Lease Terms Summary. References in the Basic Lease Terms Summary to a portion of the body of this Lease (e.g., Section references in the left-hand column of the Basic Lease Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the body of the Lease. Notwithstanding anything set forth above, if there is any inconsistency between the Basic Lease Terms Summary and another portion of this Lease, the terms of this Lease shall control.

2. Leased Premises:

- (a) Landlord hereby agrees to lease the Premises (as defined in this Section 2) to Tenant, and Tenant hereby agrees to lease the Premises from Landlord, in each case, upon the terms and subject to the conditions set forth herein. Landlord further grants and conveys to Tenant the temporary use of any additional space on the Land, to be described as applicable on Exhibit A hereto ("Temporary Area"). Such Temporary Area shall be deemed part of the Premises to the extent used by Tenant during the Construction Term and/or the Decommissioning Period for the installation and/or removal of the System and other Tenant Property, as applicable; provided, however, that such areas shall be excluded from the Acreage used to compute Rent.
- (b) The "**Premises**" as used herein shall be an area comprised of all or part of the Land (such area to be determined in accordance with this <u>Section 2</u>), together with all personal property, improvements and fixtures located thereon and all other appurtenances, tenements, hereditaments, rights and easements, including the easements as further described in <u>Section 20</u> below pertaining thereto. The parties acknowledge and agree that the proposed size, shape and location of the area of the Land that will comprise the Premises (the "Lease **Boundary Line**") is as set forth on <u>Exhibit A</u> attached hereto, including the net acreage (the "**Acreage**", and each such acre, an "**Acre**"). During the Diligence Period (as defined in <u>Section 3</u> below), Tenant shall assess the Land to reconfirm the location of the System and any other Tenant Property, and any updates to the Lease Boundary Line shall be determined by Landlord and Tenant in accordance with <u>Section 2(c)</u> below.
- (c) The parties agree that Tenant may reasonably amend the Lease Boundary Line without the written approval of Landlord, including to describe in more particularity the

legal description of the Premises to the extent that the parcel number(s) remain the same, or change the location of any Temporary Area so long as it remains adjacent to the Premises; provided that Tenant may not amend the Lease Boundary Line so that the Premises overlaps with any Excluded Areas (as depicted in Exhibit A ("Excluded Area") attached hereto) unless otherwise approved by Landlord. Upon any such update, the revised Lease Boundary Line and Acreage set forth therein shall be incorporated into this Lease and Exhibit A hereto will be updated by Tenant accordingly.

3. Diligence Period.

- (a) The Initial Due Diligence Period shall commence on the Effective Date. Within thirty (30) days after the Effective Date, Tenant shall pay to Landlord the Initial Due Diligence Fee by check or wire transfer.
- (b) Tenant may elect, in its sole discretion, to extend the Initial Due Diligence Period by any of the Extended Due Diligence Periods by providing written notice to Landlord and paying to Landlord the applicable Extended Diligence Period Fee prior to the expiration of the Initial Due Diligence Period (or the preceding Extended Due Diligence Period, as applicable). If Tenant does not elect to exercise an Extended Due Diligence Period, the applicable Extended Diligence Period Fee shall not be payable to Landlord. The Initial Due Diligence Period and the Extended Due Diligence Periods, if exercised, shall be collectively referred to as the "Diligence Period."
- During the Diligence Period, Tenant (and its employees, agents, representatives, consultants, contractors and affiliates) shall have the right to (i) access the Land, including using appropriate vehicles over existing roads and pathways, at reasonable times and upon reasonable notice to Landlord, for purposes of conducting (at Tenant's expense) any and all investigations or testing of the Land as Tenant may deem necessary, appropriate or convenient, including without limitation, the surveying or investigation of environmental, soils, biological, cultural, historical, boundary or geotechnical matters, determining the feasibility of solar energy conversion, including studies of insolation and other meteorological data, (ii) install, maintain and/or relocate any related equipment, and (iii) negotiate and obtain necessary land-use and System entitlements (e.g., conditional use permits, interconnection agreements and power purchase agreements). Landlord agrees to support and assist Tenant in conducting its due diligence, including cooperating with zoning and any conditional use (or related) permit queries to the County, and Landlord shall use its commercially reasonable efforts to prevent any rezoning leading to the increase of property taxes on the Land, including the Premises, unless otherwise requested in writing by Tenant. Tenant is hereby authorized to undertake direct discussions and/or negotiations with any governmental entity or other agency, body or organization that has jurisdiction over the Land (including, without limitation, any city, county, state or federal agency) in regards to the Land and the Intended Use and record any easement for an existing condition; provided that no final zoning change with respect to the Land shall be obtained without Landlord's prior written consent.
- (d) Subject to the terms of <u>Section 18</u> below, Tenant shall indemnify and hold Landlord harmless from and against, and reimburse Landlord for, any and all documented out-

of-pocket costs and expenses relating to claims, losses or damages incurred by Landlord and arising solely out of Tenant's activities on the Land during the Diligence Period, including any Crop Compensation as set forth in Section 9 below. To the extent not otherwise repaired by Landlord and reimbursed by Tenant pursuant to the prior sentence, Tenant shall promptly repair, at Tenant's cost, any damage caused to the Land or Landlord's improvements thereon resulting directly from Tenant's activities on the Land prior to expiration of the Diligence Period. The obligations of Tenant described in this Section 3(d) shall survive expiration or termination of this Lease.

- (e) Landlord acknowledges that Tenant may obtain, at Tenant's expense, a title insurance policy insuring Tenant's leasehold interest in the Premises. Landlord agrees to reasonably assist Tenant in obtaining such title policy by supplying any information reasonably requested by the title insurance company in connection with issuing such title policy.
- (f) During the Diligence Period, Tenant may (in its sole discretion) terminate the Lease, for any reason or no reason, exercisable upon written notice from Tenant to Landlord of its election to terminate delivered on or before the expiration of the Diligence Period (as may be extended pursuant to Section 3(b) above), in which event Landlord and Tenant shall have no further rights or obligations under this Lease, including any obligation of Tenant to pay Rent, except as otherwise expressly provided in this Lease, including Sections 3(d), 18, 22 and 27 hereunder.

4. Lease Term.

- (a) The Construction Term shall commence on the date that Tenant begins construction of the System on the Premises as confirmed by written notice from Tenant to Landlord (the "Construction Commencement Date") and, to the extent not earlier terminated or modified pursuant to the terms hereof, shall continue for a period of no longer than twenty four (24) months following the Construction Commencement Date unless construction is delayed or suspended due to an event of force majeure as set forth in Section 43 below, in which case this deadline shall be extended for the length of such force majeure event (the "Construction Term Outside Date"). The Initial Term shall commence at the end of the Construction Term, following the earlier to occur of (i) the Construction Term Outside Date and (ii) the Commercial Operation Date, in each case, as confirmed by written notice from Tenant to Landlord, and continue for the entire Initial Term unless modified or earlier terminated pursuant to the terms hereof. If the Initial Term does not commence on the first day of a month, then the Initial Term shall not end until the last day of the last month of the Initial Term.
- (b) Provided no Default is in existence beyond any applicable notice, grace or cure periods on the first day of any applicable Renewal Term, Tenant shall have the option to extend the Initial Term for any of the Renewal Terms by providing Landlord with written notice no later than sixty (60) days prior to the expiration of the Initial Term (or the preceding Renewal Term, as applicable). If Tenant fails to timely give such notice, this Lease shall end upon the expiration of the Initial Term or then current Renewal Term, as applicable. The Renewal Terms, if exercised, shall be subject to all the terms and provisions of this Lease. The Initial Term and

any Renewal Terms, if exercised, along with the Construction Term shall be collectively referred to as the "Term."

5. Termination of Lease. Tenant shall have the right to terminate this Lease, in its sole discretion, (a) at any point (i) during the Construction Term or Diligence Period as set forth in Section 3 above, in each case, upon written notice to Landlord, or (ii) following the Construction Term upon sixty (60) days' written notice to Landlord, (b) in the event of a Landlord Default, (c) upon any casualty event described in Section 15, or (d) upon any Taking as described in Section 16.

6. Rent Commencement.

- (a) Tenant's obligation to pay Rent to Landlord shall commence on the earlier of: (i) the expiration of the Diligence Period (as may be extended pursuant to <u>Section 3(b)</u> above) or (ii) the Construction Commencement Date (the "Rent Commencement Date"). For the avoidance of doubt, the Construction Commencement Date shall not be deemed to have occurred as a result of (and the Rent Commencement Date shall not be triggered by) Tenant's due diligence activities on the Land (including, without limitation, any surveying, soil or environmental testing or similar work or the installation of any related equipment) undertaken pursuant to <u>Section 2</u> or <u>Section 3</u>. Tenant shall send prior written notice to Landlord confirming the Rent Commencement Date, and on such date Landlord shall deliver the Premises to Tenant in a condition ready for installation of the System and other Tenant Property.
- (b) Landlord shall furnish Tenant with a signed, completed form W-9 within five (5) days following the Effective Date and thereafter within ten (10) days of any event causing a change in any of the information set forth in the previously-delivered W-9, including any transfer or assignment of the Landlord's interest in the Lease. Tenant shall be entitled to delay delivery of Rent or any other payment due under this Lease, including the Initial Due Diligence Fee, until it receives such W-9.

7. Rent; Payment Schedule; Rent Escalation.

- (a) Rent shall be payable during the Term quarterly, in arrears; <u>provided</u>, that the first installment of Rent shall be prorated through the end of the relevant calendar quarter and due on the Rent Commencement Date. If Tenant elects to terminate this Lease prior to the expiration of the Diligence Period in accordance with the terms of this Lease, no Rent shall be due or payable.
- (b) Beginning on the Rent Escalation Date, and for each anniversary thereafter during the Term, the annual Rent shall increase over the annual Rent payable for the immediately preceding year by the Rent Escalation Percentage.
- (c) If any overdue installment of Rent is not received by Landlord when due, Tenant will pay interest to Landlord in the amount of five percent (5%) per annum on such unpaid balance from the date due until the principle and the interest is paid in full, but not to exceed the maximum rate permitted by applicable law.

- (d) For purposes of clarification only, Tenant and Landlord acknowledge and agree that Rent shall be determined in accordance with this <u>Section 7</u> during the entire Term of the Lease, including any Renewal Term.
 - 8. Utilities; Maintenance. During the Term, (a) Tenant shall arrange and pay for all

public utility services used on the Premises by Tenant (and Landlord will assist Tenant in obtaining all utility services that may be required to construct or operate the System if the utility service provider requires authorization or other assistance from the Landlord), and (b) Tenant shall be responsible for the repair and maintenance of the Premises, except if such repair or maintenance is required as a result of the actions or omissions taken by or on behalf of Landlord or any third party that is not under Tenant's reasonable control or as otherwise set forth in Section 15 below. Tenant shall keep and maintain the Premises, Tenant's Property and the System in safe condition and in material compliance with all applicable laws, codes and ordinances, and Landlord will assist Tenant in obtaining all required permits or other governmental approvals in respect of the Premises or the System. Landlord shall keep and maintain the Land in a manner reasonably necessary for Tenant's Intended Use, including in a safe condition and in material compliance with all applicable laws, codes and ordinances. Tenant agrees to maintain grass and other vegetation on the Premises as set forth on Exhibit C.

9. Crops.

- (a) Prior to the Rent Commencement Date, Landlord may plant farm crops (or enter into any lease for the planting of farm crops) on the Premises so long as (i) any such activities do not interfere with or impede Tenant's due diligence activities or the Intended Use and (ii) any such lease is approved in writing by Tenant. If Tenant notifies Landlord in writing by September 1st of any calendar year within the Diligence Period that it plans to start construction during the immediately following year, Landlord agrees not to plant, permit or enter into any lease for the planting of, farm crops that are intended to be grown and harvested in such subsequent year. Notwithstanding the foregoing, in the event that Tenant does not provide such notice by September 1st, but thereafter determines it is reasonably necessary for Tenant to commence construction of the System during the immediately following year then Tenant may, in its sole discretion, elect to remove crops planted on the Premises upon fifteen (15) days' prior written notice to Landlord; provided that Tenant pays Landlord the applicable Crop Compensation as set forth below. For the avoidance of doubt, the parties agree that Tenant's failure to provide notice of its intent to start construction by September 1st of the preceding year will not constitute a Default hereunder.
- (b) Tenant will reimburse Landlord for all damage to cultivated crops on the Land directly caused by Tenant's activities thereon ("Crop Compensation") as follows. Crop Compensation shall be equal to the per-acre fair value of the crops for the growing season in which such damage occurs multiplied by the number of damaged acres (or portion thereof); provided, however, that in no case shall Tenant be required to pay more than a single, total crop loss in any one crop year on the Land. The foregoing shall be Landlord's sole remedy in respect of the loss of such crops. The parties shall attempt in good faith to agree upon (i) the fair value of the crops, (ii) the extent of the damage and (iii) the acreage affected. If the parties cannot

agree on any or all of the foregoing, the parties shall have the dispute determined by an impartial third party such as a crop insurance adjuster or extension agent chosen by mutual agreement of the parties. The costs associated with any such impartial third party shall be shared equally by the parties. Payment of any Crop Compensation shall be made within thirty (30) days after the parties have reached agreement (or after the impartial third party has made its final determination).

(c) Even if farm crops are planted on the Premises prior to the Rent Commencement Date, Tenant shall nevertheless, subject to the provisions of Section 3 of this Lease, have the right to enter onto the Land to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections, actions and analyses on the Land as Tenant deems necessary, useful or appropriate. Tenant will assume any and all risks associated with its or any of its contractors work on the property and will not hold the Landlord liable for any injuries or damages directly caused by Tenant or its contractors, including in respect of any crops as set forth above.

10. Tenant's Property.

- The System and its constituent parts, together with any and all improvements or other features constructed on, or personal property installed or placed on the Premises by or for Tenant, including without limitation, machinery, fixtures, trade fixtures, equipment, racking, inverters, cables, solar panels, distribution lines, access roads and other real, personal or mixed property (collectively, "Tenant's Property") are property of Tenant, including within the meaning of Article 9 of the UCC (as defined in Section 42 below) regardless of the manner of attachment to the Premises. Tenant's Property is and shall at all times be deemed to be the property of Tenant (subject to any Transfer in accordance with Section 26(a)), to be removed at Tenant's expense upon the expiration or earlier termination of the Lease in accordance with Section 13. The creation, attachment and perfection of security interests in Tenant's Property shall be governed by Article 9 of the UCC. For the avoidance of doubt and without limiting the foregoing, Landlord hereby waives all rights to levy for rent, distraint or execution, possession or Landlord's lien against Tenant's Property, if any, and shall not cause or permit (through its activities relating to the Land) the creation of, or attachment to, Tenant's Property of any liens (including mechanics', materialmans' or judgment liens), mortgage, or other encumbrances and shall, promptly upon discovery of the same, provide Tenant with written notice of, and at Landlord's sole cost and expense promptly remove (or cause to be removed), any such liens. Subject to Section 18, Landlord shall indemnify, defend and hold harmless Tenant against all losses, claims and expenses incurred by Tenant in discharging or releasing any such liens or encumbrances with respect to Tenant's Property arising by, under or through the Landlord. For the avoidance of doubt, Landlord is not responsible for payment of any taxes assessed on Tenant's Property.
- (b) The parties hereto acknowledge that the Premises consist of land only and do not include Tenant's Property and Landlord shall have no ownership or other interest in Tenant's Property, and Landlord hereby waives and disclaims any such interest. Tenant's Property may not be Transferred or otherwise sold or encumbered by Landlord with its fee interest or any leasehold rights to the Land, including the Premises, and Landlord will notify any purchaser of the Land (including the Premises), any subsequent mortgagees or other

encumbrance holder of the existence of the foregoing, which shall be binding on the successors and assigns of the Landlord.

- (c) Tenant shall pay all costs for construction of the System and installation of Tenant's Property. Tenant shall keep the Landlord's interest in the Land free and clear of all mechanic's liens resulting from work performed by or on behalf of Tenant. Within sixty (60) days after becoming aware of any such mechanic's liens encumbering the Land or any portion of the Land, Tenant shall (i) pay such mechanic's lien or (ii) contest such mechanic's lien, in which case Tenant shall, within such sixty (60) day period cause such mechanic's lien to be bonded and released from the Land.
- 11. Use and Occupancy. Tenant shall use the Premises for the Intended Use (including all lawful uses that are incidental to, or not inconsistent with the Intended Use) and for no other purpose. Tenant shall at all times comply in all material respects with all laws, rules and ordinances applicable to the Premises and to Tenant's activities on the Land.
- 12. Alterations and Construction Rights. Tenant may, at its expense and without the consent of Landlord, remove and/or alter any existing improvements on the Premises, and make any alterations, additions, improvements and changes to the Premises that Tenant deems reasonably necessary in the operation of its business and the Intended Use, including, without limitation, installation, maintenance or removal of the System, fencing, security devices and/or signage, and removing vegetation, excavating, grading, leveling or otherwise modifying the Land; provided, that such alterations, additions, improvements and changes are made in compliance with applicable laws.

13. End of Term.

- (a) Upon the expiration or earlier termination of the Lease, Tenant shall remove Tenant's Property and vacate the Premises within two hundred and seventy (270) days after the date of such expiration or earlier termination. Tenant shall leave the Premises, to the extent reasonably practicable, generally consistent with the conditions that existed thereon as of the Effective Date. For the avoidance of doubt, Tenant shall have no obligation to modify the grade of the Land or restore any improvements demolished and removed from the Premises as permitted under Section 12 and shall not be required to replant any trees, farm crops or other vegetation removed in connection with the construction of the System, or change the thencurrent zoning for the Premises to the zoning in effect as of the Effective Date, if different. Tenant shall have the right to occupy and access the Premises for a period of no longer than two hundred and seventy (270) days after the date of such termination or expiration (the "Decommissioning Period"), as reasonably required to promptly complete such removal and restoration activities. During the Decommissioning Period, Tenant shall have no obligation to pay Rent hereunder. If Tenant fails to vacate the Premises in accordance with this Section 13 any such holdover shall be construed as a tenancy from month-to-month.
- (b) In addition to the foregoing, Tenant shall comply with the requirements of any governmental agency respecting the decommissioning and reclamation obligations for the Premises, if any (including, without limitation, the posting of any letter of credit, escrow or

reserve account, performance bond, guaranty or other security backing Tenant's decommissioning and reclamation obligations). If required by any governmental authority, Tenant shall pay any fees and expenses imposed, charged or incurred during the Decommissioning Period by any governmental authority in connection with the decommissioning and reclamation of the Premises. The provisions of this <u>Section 13</u> shall survive termination of this Lease.

14. Taxes.

- (a) Landlord shall provide Tenant with copies of all invoices, bills and notices applicable to each tax year or part thereof that falls within the Diligence Period or the Term (collectively, "Tax Bills") regarding all real estate and ad valorem taxes and assessments levied or imposed against the Land (including the Premises) by any applicable government taxing authority (collectively, "Taxes"). Landlord shall pay all Taxes, except as otherwise provided in subclause (ii) below. Tenant shall pay (i) any personal property taxes on the System, and (ii) to Landlord, the amount of any increase in the Taxes that are assessed or levied solely as a result of the installation and/or operation of Tenant's Property on the Premises and reflected on any Tax Bill. Tenant acknowledges that the Premises is exempt from all real property taxes as of the Effective Date, and so for purposes of this paragraph any loss in said exempt status or increase in property taxes shall be presumed to have resulted directly and solely from the presence of Tenant's Property on the Premises, and any real property tax imposed as a result of the installation and/or operation of Tenant's Property on the Premises will be promptly paid by Tenant; provided that Tenant's aforementioned obligation to pay Taxes shall not include any Taxes attributable to any period prior to the start of the Term or any interest or penalties thereon or to any increases in Taxes due to reassessment upon a transfer of any interest in the Land by Landlord.
- (b) Tenant shall have the right, at its own expense, to appeal or contest any such Taxes it could be responsible to pay under this Lease and to compromise and settle the same. Upon Tenant's reasonable request, Landlord shall take such reasonable actions and do such things as necessary or desirable to facilitate any action by Tenant to contest any Tax Bill or the assessed value of the property on which Taxes are levied, or to otherwise seek the abatement of Taxes applicable to the Land, including the Premises, or to seek the subdivision or separate assessment of the Premises as a distinct tax parcel if the Premises are included within a larger parcel. Tenant shall have the right, but not the obligation to pursue any such action.
- (c) Notwithstanding anything contained in this Lease, Tenant shall not be under any obligation to pay any part of any (i) taxes levied against any personal property of Landlord located on the Premises or (ii) franchise, excise, estate, inheritance, income or similar tax which is or may become payable by Landlord or which may be imposed against Landlord or against the Rent payable under this Lease or upon the income or profits of Landlord by reason of any law now in force or later enacted.
- 15. Fire or Other Casualty. If during the Term, all or part of the Premises or Tenant's Property are damaged by fire, wind, flood, earthquake or other casualty, with the result that, in Tenant's sole discretion, it would not be commercially or economically reasonable or

desirable to repair and restore the Premises and/or Tenant's Property, as applicable, then Tenant may terminate this Lease by providing Landlord with written notice of the same and vacating the Premises in compliance with <u>Section 13</u> hereof. Tenant, or its successor in interest, shall be entitled to one hundred percent (100%) of any proceeds from any casualty insurance policies maintained by Tenant.

16. Condemnation.

- (a) If all or part of the Premises and/or Tenant's Property shall be subject to condemnation, the exercise of the power of eminent domain, or other governmental taking (the foregoing, collectively, a "Taking") with the result that, in Tenant's sole discretion, the unaffected portion of the Premises is insufficient or otherwise unsuitable for Tenant's continued use of the Premises for the Intended Use or such other use as existed at the time of the Taking (a "Total Taking"), then Tenant may terminate this Lease by providing Landlord with written notice of the Total Taking, the Lease shall terminate effective as of the date set forth in such notice, and Tenant shall vacate the Premises in accordance with Section 13.
- (b) If all or part of the Premises and/or Tenant's Property shall be subject to a Taking that, in Tenant's sole determination, does not constitute a Total Taking (a "Partial Taking") then (i) concurrently with such Partial Taking this Lease shall terminate with respect to the affected portion of the Premises, which Tenant shall vacate in accordance with Section 13, (ii) this Lease shall continue in full force and effect (and be amended accordingly) with respect to the unaffected portion of the Premises, and (iii) the Acreage shall be reduced for each Acre (or portion thereof) subject to the Partial Taking, and the Rent shall be reduced accordingly. For purposes of clarification only, Tenant shall be entitled to remove Tenant's Property from any portion of the Premises that is subject to a Taking, in accordance with Section 13.
- (c) Tenant shall have the right but not the obligation to participate in any proceedings with respect to a Taking; in such event Landlord shall cooperate with Tenant to facilitate such participation. Neither Landlord nor Tenant shall enter voluntarily into any binding agreement or settlement related to a Taking without the prior consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- (d) The proceeds of any Taking shall be apportioned as between Landlord and Tenant as follows: first, Tenant shall receive such amounts as are attributable to the loss of any improvements constructed or placed by Tenant on the Land, including the System, lost revenues, and the costs of any removal, relocation, restoration or repair of Tenant's Property necessitated by such Taking. Thereafter, the Landlord shall receive an amount equal to the fair market value of the Premises subject to the Taking, valued as if this Lease had gone to its initial expiration date, but not taking into account the improvements constructed or placed by Tenant thereon, along with any remaining un-apportioned proceeds. The provisions of this <u>Section 16</u> shall survive termination of this Lease.
- 17. Default; Remedies. Any of the following shall constitute a default hereunder (a "Default"):

- (a) The failure by either party to pay any amount required to be paid by it pursuant to this Lease when due hereunder, and such failure has continued for thirty (30) calendar days after such party's receipt of written notice from the other party.
- (b) Except as described in subparagraph (a) above and Section 28 below, the failure by a party hereto to perform its obligations under this Lease, if not remedied within thirty (30) calendar days after receipt by the non-performing party of written notice of such failure from the other party, or, if such failure is not capable of being remedied within thirty (30) days, remedial action is not commenced and diligently pursued within such thirty (30) day period and such failure is not cured within ninety (90) days after such written notice.
- (c) The failure by Landlord to respond within fifteen (15) days to any request for an estoppel as set forth in <u>Section 28</u> below.
- (d) Any representation or warranty made by either party hereunder is false or misleading in any material respect when made or deemed made, if such breach is not cured or remedied within thirty (30) calendar days after such party's receipt of written notice from the other party regarding the same.

Following a Default, the non-defaulting party may (i) terminate this Lease upon sixty (60) days' prior written notice to the other party (in the case of Landlord, subject to Section 27) and/or (ii) pursue any available remedies at law or in equity.

- 18. Indemnifications. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's members, officers, employees, representatives and agents (collectively, the "Indemnified Party") from any and all losses, damages, claims or expenses, including for physical injury to property or any person, caused by any of the Indemnifying Party's (a) operations or activities on or relating to the Premises or the condition of the Land, (b) negligence or willful misconduct, (c) material breach of this Lease, or (d) the failure to be true of any representation or warranty made by it hereunder, in each case, that any Indemnified Party may be compelled to pay or defend in connection with this Lease or the Premises, except to the extent such losses, damages, claims or expenses are directly attributable to the negligent or intentional actions or omissions of the Indemnified Party or its material breach of this Lease. The Indemnifying Party will pay documented costs that may be incurred by the Indemnified Party in enforcing this indemnity, including reasonable attorney's fees. The indemnity set forth in this Section 18 will survive termination of this Lease.
- 19. Notices. All notices, elections, demands, requests, and other communications hereunder shall be in writing, and shall be hand delivered or sent by (a) certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, or (b) e-mail, in each case, addressed to the party to be served at the address indicated in the Basic Lease Terms Summary above or at such other address as may hereafter be designated in writing by either party hereto, or by any other method if actually received. The time and date on which hand delivered, or the mail is postmarked, or any such e-mail is received (as evidenced by use of any "return receipt" feature or other written

acknowledgment from the recipient thereof) shall be the time and date on which such communication is deemed to have been given.

- 20. Easements. Landlord hereby grants to Tenant during the Term of this Lease easements over, across, under, on and through the Land for (a) receipt and access to light and solar energy resources, and the conversion of solar power to electric energy (including any audio, visual, view, light, noise or other effect of any kind resulting therefrom), (b) access (including vehicular and pedestrian ingress and egress to the System and any other Tenant Property whether by means of any existing roads or lanes, or by such route(s) or road(s) as Tenant may construct from time to time in its sole discretion), (c) utility access, including for the placement, replacement and operation of transmission, distribution and/or communication equipment (including overhead or underground transmission, collection, distribution and/or communication lines, transformers, substations or other equipment required for the transmission, collection or distribution of electric power and/or communications to or from the System) with the location(s) and dimension(s) of such transmission, distribution or communication facilities on the Premises to be determined by Tenant in its sole discretion, and (d) any other easement that is required by Tenant for the Intended Use; provided that any such additional easements are (i) clearly identified at the time the Lease Boundary Line is finally determined or (ii) otherwise reasonably acceptable to Landlord; provided, further that, in each case, any such area will be part of the Premises and subject to same per Acre rental charge as the remaining Premises to the extent any such additional easement rights would prevent farming on the Premises, and Exhibit A will be updated accordingly.
- 21. Subordination; Non-Disturbance Agreement. Upon Tenant's request, Landlord shall promptly execute, and shall cause any beneficiaries of any liens, mortgages/deeds of trust, encumbering the Land, including the Premises, or any other property owned by Landlord which is subject to an easement benefiting Tenant (collectively, "Landlord's Land"), to enter into and deliver an agreement confirming that such party subordinates and subjects its rights or interests in Landlord's Land to this Lease (including any liens or security interests of any Additional Notice Party identified in accordance with the terms hereof), and that such party will not disturb or extinguish Tenant's interest in Landlord's Land and in this Lease. Landlord agrees (a) to promptly provide Tenant with any notices of default or potential foreclosure under any such mortgage/deed of trust or other lien on Landlord's Land, and (b) that after the Effective Date it may only encumber the Landlord's Land with a mortgage/deed of trust or lien (other than any Permitted Liens) with the prior written consent of Tenant, and such consent may be subject to, among other matters, delivery of a subordination and/or non-disturbance agreement from the party that would hold such a lien on Landlord's Land. Any subordination and/or non-disturbance agreement delivered in connection with this Section 21 shall be in form and substance reasonably agreeable to Landlord, Tenant and any Additional Notice Party (as defined in Section 27) who shall be a beneficiary thereof.

22. Representations and Warranties.

(a) Landlord hereby represents and warrants to Tenant that: (i) Landlord is the sole owner of the Land in fee simple, and has all requisite right, power and authority to enter into, deliver and perform under this Lease, without the consent of any person (including spouses)

that has not already been obtained; (ii) when signed by Landlord this Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms, and the execution, delivery and performance of this Lease by Landlord will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Landlord is a party or by which the Land or any part thereof is bound; (iii) the Land does not contain and Landlord has not and will not generate, use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Landlord's operations, any substance or material that is defined or regulated as a pollutant, contaminant, hazardous substance, hazardous material or solid waste under any applicable law, except in such quantities and type as may be required in Landlord's normal business operations and only if such use is not harmful to Tenant and, in any case, the Land and such use is in full compliance with all applicable laws, and no underground storage tanks (whether or not abandoned) exist on or under the Premises; (iv) Landlord has not received any notice and is not otherwise aware of any pending or threatened Taking, zoning change or legal, regulatory or other violation or noncompliance relating to the Land, or of any possible widening of the streets abutting the Premises; (v) Landlord has not received any notice and is not otherwise aware of proposed curtailment of utility services to the Premises; (vi) except as otherwise disclosed on Exhibit B attached hereto, none of which will adversely impact the ability of Tenant to use and operate the Premises for the Intended Use or attach to the System, the energy or any economic benefits generated therefrom (including environmental credits and related attributes) (collectively, the "Permitted Liens") there are no existing leases, mortgages, security interests or other interest or lien upon the Land or Premises, the Landlord is not in default under any mortgage/deed of trust or other lien affecting the Premises and the Premises are free from any use or occupancy restrictions or declarations of restrictive covenants; (vii) there are no service or maintenance contracts affecting the Premises; (viii) there are no delinquent or outstanding taxes, liens or other impositions levied or assessed against the Premises or any larger parcel of property of which the Premises is a part; (ix) except for this Lease and any lease of all or any portion of the Premises for farming purposes as permitted hereunder, there are no options to purchase, license agreements or other third party rights to use or possess the Premises, whether written or oral; (x) Landlord is not in the hands of a receiver nor is an application for such a receiver pending, nor has Landlord made an assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; (xi)(A) if Landlord is a limited partnership, trust, limited liability company, corporation or other entity, Landlord is in good standing under the laws of the state of its incorporation and the state in which the Premises are located, and (B) the undersigned representatives of Landlord have full power and authority to execute and deliver this Lease; (xii) there is no existing, pending or, to Landlord's knowledge, threatened litigation, suit, action or proceeding before any court or governmental agency affecting the Landlord or the Land that is reasonably expected to have a material adverse effect on the Intended Use, the Land or this Lease, including the Landlord's ability to perform hereunder; and (xiii) if Landlord is one or more natural persons, except for the spouse(s) identified on the signature page to this Lease, such natural persons are unmarried.

(b) Tenant hereby represents and warrants to Landlord that: (i) Tenant has all requisite right, power and authority to enter into, deliver and perform under this Lease, without the consent of any person that has not already been obtained; (ii) when signed by Tenant this Lease constitutes a valid and binding agreement enforceable against Tenant in accordance with

its terms, and the execution, delivery and performance of this Lease by Tenant will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Tenant is a party; (iii) Tenant is not in the hands of a receiver nor is an application for such a receiver pending, nor has Tenant made an assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; (iv) Tenant (A) is in good standing under the laws of the state of its formation and (B) will be duly qualified to do business in the state in which the Premises are located at such time as the conduct or nature of its business makes such qualification necessary, and (v) the undersigned representatives of Tenant have full power and authority to execute and deliver this Lease.

(c) The provisions of this <u>Section 22</u> will survive the termination or expiration of this Lease. All of the representations and warranties contained in this <u>Section 22</u> shall be true and correct as of the Effective Date.

23. Insurance.

- (a) During the Term, Tenant shall maintain or cause to be maintained, at Tenant's cost and expense (i) a policy or policies of insurance providing Commercial General Liability Insurance for Tenant's liability arising out of claims for bodily injury (including death) and property damage occurring on the Premises with a minimum amount of \$1,000,000.00 per occurrence, and (ii) after the Rent Commencement Date, insurance against loss or damage by fire, lightning and other risks customarily included under "all risk" policies with respect to similar projects. Tenant will have the right to maintain the insurance coverages set forth in this Section 23(a) via its contractors or under policies containing provisions relating to and/or under blanket insurance policies covering other premises owned, leased or subleased by Tenant and/or its affiliates so long as the coverage afforded thereby is equivalent to or greater than the insurance coverages and limits required herein.
- (b) Upon Landlord's reasonable request, Tenant will promptly furnish Landlord with certificates of insurance evidencing the insurance required to be maintained under Section 23(a).
- (c) During the Term, Landlord shall maintain, at Landlord's cost and expense, a policy or policies of insurance providing Commercial General Liability Insurance for Landlord's liability arising out of claims for bodily injury (including death) and property damage with a minimum amount of \$1,000,000.00 per occurrence. Upon Tenant's request, Landlord will promptly furnish Tenant with certificates of insurance evidencing the insurance required to be maintained under this Section 23(c).
- (d) Except as otherwise set forth herein, each of Landlord and Tenant mutually release and discharge each other from all claims and liabilities arising from or caused by a casualty or hazard to the extent covered by insurance on the Premises or the System required to be carried by such party under the terms of this Lease, and waive any right of subrogation which may otherwise exist in or accrue to any person on account thereof.

24. Landlord Covenants.

- From and after the Effective Date until the expiration or earlier (a) termination of this Lease, Landlord shall not, without the prior written consent of Tenant, (i) institute or consent to any rezoning of the Land or grant or waive any right available to Landlord by law or contract with respect thereto, including any land-use, environmental or zoning regulation, with respect to setback requirements or other conditions regarding placement of the System and other Tenant Property; or (ii) cause or permit or consent to any activities or conditions that would interfere with, impair or materially increase the cost of construction, operation and/or maintenance of the System, access to or from, or insolation at or on the Premises (including, without limitation, by erecting any cell towers, water towers, billboards, silos, trees or other foliage or allowing any other natural or man-made structures to be placed, constructed, or to otherwise exist on the Land that may diminish the quantity of sunlight that otherwise would reach the Premises, decrease the output or efficiency of the System or that may cause shade or shadows upon the Premises or any portion thereof, and Landlord shall not emit or permit or consent to the emission of suspended particulate matter, smoke, fog or steam or other airborne matter or impediments to insolation on the Premises, or burn garbage, plant, shrub, and yard trimmings or other vegetation that is reasonably expected to adversely affect insolation levels on the Premises).
- (b) Notwithstanding the foregoing, the parties (i) acknowledge and agree that Landlord may continue to use the portion of the Land not comprising the Premises for farming purposes and the reasonable, ordinary activities related thereto; <u>provided</u> that such use is conducted in compliance with law and (ii) agree to conduct their respective operations in such a way as to reasonably reduce impacts on the other party's activities on the Land. If Landlord receives written notice of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Premises or otherwise adversely impact the Intended Use, Landlord shall promptly advise Tenant of such information and reasonably cooperate with Tenant to preserve existing levels of insolation and the Intended Use, including preparing and filing any necessary documentation related thereto.
- (c) Within ten (10) days of the Effective Date, Landlord shall provide Tenant with copies of (i) all existing written reports, studies, drawings, analyses, surveys, licenses, permits, memoranda or other communications in Landlord's possession addressing any title deficiencies or any environmental (including with respect to any hazardous substances), geotechnical or engineering matters relating to the Land, and (ii) the most recently issued Tax Bills.
- 25. Memorandum of Lease; UCC Filings. This Lease shall not be recorded; provided, however, within five (5) days following Tenant's request, Landlord and Tenant shall execute a memorandum of this Lease in a recordable form reasonably acceptable to each party hereto ("Memorandum"), setting forth: (a) the names of the parties, the term of the Lease, including Tenant's renewal option(s), and the land covered by the Lease, (b) all information required by law, (c) the easement rights granted to Tenant hereunder, and (d) such other provisions of this Lease as the parties may mutually agree to incorporate therein. Tenant shall cause the Memorandum to be recorded in the County records against the Land and any other property of Landlord (if applicable). Upon termination of the Lease, Tenant shall execute and deliver to Landlord a quit-claim in recordable form acknowledging that the Memorandum is terminated. Landlord will be responsible for the costs of recording such quit-claim. Additionally, Tenant shall be entitled to, and is hereby authorized to, file (i) one or more

precautionary UCC financing statements and/or precautionary fixture filings or similar documents in such jurisdictions as it deems appropriate with respect to the System or any other Tenant Property in order to provide notice of its ownership thereof, and (ii) any UCC financing statements in connection with perfecting any security interest of an Additional Notice Party.

- **26.** Assignments; Mortgages; Transfers. This Lease, and the rights and restrictions set forth herein, runs with the Land and shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, subject to the following terms and conditions:
- (a) Tenant may pledge, sell, grant and/or assign, sublease, mortgage and otherwise encumber or transfer (each, a "Transfer") this Lease or Tenant's leasehold interest in the Premises, in whole or in part, with Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that Landlord's consent shall not be required for any mortgage or collateral assignment for financing purposes or if such Transfer by Tenant is made to an affiliate of Tenant that has experience developing or operating solar projects (or has hired a manager with such qualifications) and that has the financial capability to perform and observe all of Tenant's obligations under this Lease. Tenant shall provide Landlord at least thirty (30) days' prior written notice of any such desired Transfer, including (i) the name and address of the transferee, (ii) applicable portion of Tenant's leasehold interest in the Premises that will be transferred and (iii) the date of such proposed Transfer. If Tenant assigns its entire interest in this Lease in accordance with this Section 26(a) to a party that expressly assumes in writing all obligations of Tenant under this Lease arising after the effective date of the assignment, Tenant shall be released or discharged from all of its covenants and obligations under this Lease, except such obligations as shall have accrued prior to the effective date of any such assignment or transfer, and Landlord agrees to look solely to Tenant's assignee for performance of such obligations.
- Landlord shall give Tenant at least thirty (30) days' prior written notice of any Transfer by Landlord of its interest in the Land or in this Lease, identifying (i) the name and address of the proposed transferee, (ii) portion of the Land or Lease, as applicable, to be transferred and (iii) the proposed date of the Transfer. In addition, any such Transfer shall be expressly subject to this Lease and not impair or interfere with Tenant's rights hereunder, and Landlord shall not transfer the fee interest in the Premises unless the assignee assumes all of Landlord's obligations under this Lease, any easements granted to Tenant (as applicable) and any consents granted to Tenant's financing parties. For example, but without limiting the foregoing, the Lease shall remain prior in interest to any lien or mortgage/deed of trust entered into by Landlord after the Effective Date with respect to Landlord's Land. For Transfers pursuant to the death or disability of Landlord's executor or successor in interest should endeavor to provide notice of such Transfer (or proceedings that will result in such a Transfer) to Tenant as promptly as possible under the circumstances. Landlord (or its executor or successor, as the case may be) shall notify Tenant of the closing of such Transfer, and if applicable, the name and contact information of the successor to Landlord's interest hereunder and payment instructions for future payments of Rent and other amounts due under the Lease; provided, that Landlord shall indemnify Tenant for losses arising from Tenant's payment of Rent or other amounts as so directed.

- 27. Third Party Protections. If Tenant shall notify Landlord in writing of the existence of, and contact information for, any third party (including, without limitation, any debt, tax equity or other financing providers) with a security interest or similar interest in the Lease or any Tenant Property, whether via a collateral Transfer or otherwise (any such third party, an "Additional Notice Party"), then the following provisions shall apply until such time as Landlord shall receive written confirmation from Tenant that such Additional Notice Party's interests in this Lease, the System or other Tenant Property, or the Premises are released:
- (a) No assignment, amendment (other than any routine or immaterial amendment), election to terminate or termination, or other modification of this Lease shall be effective unless approved by the Additional Notice Party in writing. Upon receipt of a written notice from any Additional Notice Party, Landlord shall make any and all payments due to Tenant hereunder to an account designated by such Additional Notice Party, and Tenant agrees that any such payment by Landlord will satisfy Landlord's payment obligations with respect to this Lease to the extent of any such payment. In the event Tenant acquires fee ownership of the Land, or in the event of Tenant's voluntary surrender of the leasehold estate, there shall be no merger of the leasehold estate created by this Lease with the fee without the prior written consent of the Additional Notice Party, which consent may be granted, conditioned or withheld in the Additional Notice Party's sole discretion.
- (b) If any event of Default by Tenant occurs, Landlord shall send written notice of such uncured Default to each Additional Notice Party at the address provided therefor and provide it an opportunity to cure such Default. If such Default remains uncured following the applicable cure period under Section 17, the Additional Notice Party shall have an additional sixty (60) days during which it may, in its sole discretion, cure such Default on Tenant's behalf, but is not obligated to do so. Landlord may not pursue any remedy for such Default unless it remains uncured following the expiration of such Additional Notice Party's sixty (60) day cure period. In addition to the foregoing Default notices, Landlord also agrees to send any other notice it will be providing Tenant hereunder to any such Additional Notice Party.
- Neither the bankruptcy nor the insolvency of Tenant shall be grounds for (c) terminating this Lease as long as the Rent and all other obligations of Tenant hereunder are paid or performed by or on behalf of Tenant or the Additional Notice Party in accordance with the terms of this Lease. Notwithstanding the foregoing, if this Lease is rejected or disaffirmed by Tenant, any trustee or a debtor-in possession pursuant to bankruptcy laws or other laws affecting creditor's rights and within ninety (90) days after such event any Additional Notice Party shall have arranged to the reasonable satisfaction of Landlord for performance of this Lease, Landlord agrees to execute and deliver to such Additional Notice Party (or its designee), a new lease for the Premises which shall (i) be effective as of the date of such rejection or termination, (ii) be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any obligations or requirements that have already been fulfilled by Tenant or the Additional Notice Party prior to rejection or termination). The provisions of this Section 27 will survive the termination, rejection or disaffirmation of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section was a separate and independent contract

made by Landlord, Tenant and each Additional Notice Party, and each Additional Notice Party will be an express third-party beneficiary of this Section 27.

- An Additional Notice Party shall have the right, subject to the terms and conditions of this Lease: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the leasehold estate by any lawful means; (iii) to take possession of and operate the Tenant's Property, the leasehold estate or any portion thereof and to perform all obligations to be performed by Tenant hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign, sublease or transfer the leasehold estate to a third party. Landlord's consent shall not be required for the acquisition of the encumbered leasehold estate or subleasehold estate by a third party who acquires the same by or subsequent to foreclosure or assignment in lieu of foreclosure. Following acquisition of Tenant's leasehold estate by the Additional Notice Party or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale and subject to the provisions of this Section 27(d), such person shall be substituted for Tenant hereunder and, in such event, Landlord shall continue to perform its obligations under this Lease in favor of such person, and this Lease shall continue in full force and effect and the Additional Notice Party or party acquiring title to Tenant's leasehold estate shall, within thirty (30) days, commence the cure of all Defaults hereunder, other than any Defaults by Tenant that by their nature are not capable of being cured by such Additional Notice Party (or its designee), and thereafter diligently process such cure to completion.
- (e) Subject to the terms and conditions hereof, Landlord hereby waives any lien, security interest, or claim of any nature that Landlord now has or may hereafter have by statute, rule, regulation, common law, agreement or otherwise, in and to Tenant's Property that is or may be from time to time hereafter located at the Premises and to which Tenant at any time has granted or will grant a security interest to an Additional Notice Party (all such property and the records relating thereto shall be hereafter called the "Collateral"). Landlord hereby irrevocably agrees and consents to refrain during the Term of this Lease (provided Tenant remains entitled to possession of the Premises) from taking any action to bar, restrain or otherwise prevent an Additional Notice Party from the Premises for the purpose of inspecting the Collateral.
- 28. Estoppel. Upon the request of Tenant (or any Additional Notice Party), Landlord shall deliver a certificate setting forth the material terms of the Lease, the existence of any Default under the Lease, the date through which Rent has been paid and any amounts on deposit with Landlord, the current Rent rate, and such other reasonable terms requested by Tenant or such Additional Notice Party, as applicable. The failure by Landlord to respond to such request within fifteen (15) days shall constitute an event of Default, and in addition, shall result in the deemed acceptance, approval and confirmation of the truth of the matters set forth in the certificate sent with the original request.
- 29. Brokerage Commission. Except as pursuant to a separate agreement between Tenant and Tenant's broker, if any, Landlord and Tenant each represent and warrant to the other that they have not dealt with any real estate agent or broker in connection with this transaction.

Landlord and Tenant each hereby indemnify and save the other harmless from and against all losses, costs and expenses incurred by reason of a breach of such representation and warranty.

- 30. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois, and any disputes arising from or relating to this Lease shall be construed, governed and interpreted and regulated under the laws of the State of Illinois.
- 31. Interpretation; Amendment. The terms of this Lease shall not be amended, restated, changed or otherwise modified except as otherwise set forth herein or pursuant to an agreement in writing entered into by the Landlord and Tenant and, subject to the provisions of Section 27, approved in writing by any Additional Notice Party. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- 32. Integration; Anti-Merger. This Lease, including the attached Exhibit(s), contains the complete agreement of the parties regarding the subject matter of this Lease, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been superseded or otherwise incorporated herein. This instrument creates only the relationship of landlord and tenant between the parties as to the Premises; and nothing in this Lease shall in any way be construed to impose upon either party any obligations or restrictions not expressly set forth in this Lease. This Lease shall continue until its earlier expiration or termination as set forth herein, and shall not be extinguished by operation of law pursuant to the acquisition by a single party of the interests in both Tenant and Landlord hereunder.
- Exclusive Control; Quiet Enjoyment. Tenant shall have exclusive control, possession, occupancy, use and management of the Premises on and after the Rent Commencement Date, subject to any Permitted Liens or other encumbrances or security interests as caused by Tenant, and Landlord shall warrant and defend Tenant's right to peaceably and quietly hold and enjoy the Premises and all other rights granted hereunder for the entire Term, subject to and in accordance with the terms of this Lease. Tenant, and its agents, guests, subtenants, contractors, designees, and any Additional Notice Party, shall have access to the Premises at all times after the Rent Commencement Date, and Tenant shall have the right to grant any licenses that it deems necessary (in its sole discretion) for the Intended Use, and neither Landlord nor any agent of Landlord shall, without a Tenant representative and upon prior reasonable notice, enter upon any portion of the Premises except as specifically permitted hereunder and to the extent that such entry does not unreasonably interfere with Tenant's Intended Use. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prohibit any activities necessary for the operation of Landlord's school, including but not limited to the education of students, and the conduct of curricular or extra-curricular activities on the Land outside of the Premises. For the avoidance of doubt, this Lease does not convey any subsurface oil, gas, mineral, liquid or other subsurface rights (collectively, "Mineral Rights") to Tenant; provided, however, that Landlord shall not conduct or permit, and shall provide Tenant written notice of any potential or prospective, exploration or extraction of minerals, oil, gas, liquid or other substances, including pursuant to any other lease or agreement, if such activity

could result, in Tenant's sole discretion, in a failure of subsurface support for the Premises or otherwise impair or adversely affect Tenant's Property or Tenant's use of the Premises. The foregoing sentence shall be a covenant running with the Land binding upon any party owning any interest in, or rights to develop or use such Mineral Rights.

- 34. Waiver. The waiver by any party of any instance of a breach of any covenant or agreement herein shall not be deemed to constitute waiver of any subsequent breach of the same or any other covenant or agreement under this Lease.
- 35. Consents; Further Assurances. Each party shall execute, deliver and/or record such further documents and perform such other acts, including, in the case of the Landlord with respect to Tenant's financing of the System, any additional consent or confirmation as reasonably requested by Tenant to the extent any Additional Notice Party requests or requires terms and conditions in addition to those set forth in Section 27 above, in each case, as may be reasonably necessary to achieve the parties' intent in entering into this Lease and the Intended Use. The parties further agree that, to the extent the consent or approval of either of them is required, requested or appropriate under this Lease, such consent or approval shall not be unreasonably or unduly withheld, delayed, or conditioned and, except as may otherwise be expressly provided for herein, each party shall bear its own costs and expenses, including legal costs, in connection with such consent or approval.
- **36.** Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile were an original thereof.
- 37. Survival. Upon the expiration or earlier termination of this Lease in accordance with its terms, this Lease shall cease to have force and effect, unless the context requires otherwise to achieve the parties' intent with respect thereto, or as otherwise expressly set forth herein.

38. Exclusivity.

- (a) Tenant shall have the sole and exclusive right to collect and convert all of the solar resources on the Land, and Landlord covenants that it will not (i) use any portion of the Land, (ii) enter into or amend any lease or other occupancy agreement for any portion of the Land or (iii) permit any tenant or occupant of any portion of the Land, or any assignee or subtenant of any such tenant or occupant to use such portion of the Land, in each case (other than with respect to Tenant or its affiliate), for the generation or collection of solar power and/or a use similar to the Intended Use.
- (b) Landlord agrees that (other than with respect to Tenant or its affiliate) it shall not engage in any discussions or negotiations with respect to or enter into any purchase agreement, lease or other agreement to obtain any interest in, over or under any land for the

purpose of development of a solar power generation facility intended for interconnection on the Land.

- Confidentiality. Landlord and Tenant agree to hold all confidential information of Landlord and Tenant including, without limitation, the terms of this Lease ("Confidential Information"), in strict confidence, and will not disclose the same to any person, other than (a) any information (i) that becomes generally available to the public other than as a result of disclosure by a party in violation of this Lease, (ii) that becomes available to a party on a nonconfidential basis prior to its disclosure by another party, or (iii) as required by applicable law, rule, or regulation (provided that the disclosing party provides, to the extent not prohibited by applicable law, the other party with prompt and sufficient notice so that the other party may contest any such requirement), (b) to such legal, technical, accounting and other advisors as Landlord and Tenant may deem necessary or prudent; provided that Landlord and Tenant shall advise any such advisors as to the confidentiality requirements of this Section, or (c) with the prior written consent of the other party hereto. Notwithstanding the foregoing, Tenant understands and acknowledges that Landlord is a public body subject to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA"), and it shall not be a violation of this paragraph for Landlord to disclose Confidential Information to any third party in response to a lawful request for said information pursuant to FOIA.
- 40. Attorneys' Fees. In the event of any dispute under this Lease, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable and documented costs, charges, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.
- 41. Tax Credits; Energy. All energy and related economic benefits, including renewable energy credits or other environmental attributes, tax credits, rebates or other incentives, in each case, generated by or relating to the construction, ownership or operation of the System are, and shall remain, the sole property of Tenant.

42. State Specific Provisions.

- (a) In the event of any inconsistencies between the terms and conditions of this <u>Section 42</u> and the other terms and conditions of this <u>Lease</u>, the terms and conditions of this <u>Section 42</u> shall control and be binding.
- (b) As used in this Lease, "UCC" shall mean the Illinois Uniform Commercial Code, specifically as found at 810 ILCS 5/9 et seq., or any replacement or successor statute or code.
- (c) TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF

DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

- 43. Force Majeure. Notwithstanding any other provision in this Lease to the contrary, including Section 17, except for any obligation to make any payment to Landlord herein, if performance of any act required to be performed by Tenant under this Lease is in whole or in part prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, inability to secure materials, restrictive laws, or any other cause, event or circumstance not the fault of Tenant, then Tenant, upon giving notice to Landlord, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.
- 44. Right of First Refusal. Landlord grants Tenant a right of first refusal (the "ROFR"), to purchase Landlord's fee interest in the Premises or the Land (in either case, the "Landlord's Interest") as follows. If Landlord receives a written offer to purchase Landlord's Interest from a prospective purchaser (the "Offer"), then prior to its acceptance thereof Landlord shall notify Tenant in writing within thirty (30) days of Landlord receiving the Offer ("Landlord's ROFR Notice"). The Landlord's ROFR Notice shall include a copy of such Offer, including the name and address of the proposed purchaser. Tenant shall have sixty (60) days from the date it receives the Landlord's ROFR Notice to exercise its ROFR by providing written notice to Landlord ("Tenant's ROFR Notice"). If Tenant fails to provide the Tenant ROFR Notice to Landlord within such sixty (60) day period, it shall be deemed to have rejected the Offer and waived its applicable ROFR. Thereafter, Landlord may sell Landlord's Interest on the terms and conditions as set forth in the Offer to the proposed purchaser; provided that such sale occurs within one hundred eighty (180) days of the date of the Offer. Any proposed sale of Landlord's Interest (i) on terms and conditions other than those set forth in the Offer or (ii) after such one hundred eighty (180) day period shall, in each case, be subject to a separate ROFR process as set forth above. If an Offer is timely accepted by Tenant, then it shall purchase Landlord's Interest pursuant to the terms and conditions of the Offer. Landlord and Tenant agree to jointly negotiate in good faith any additional terms and conditions necessary to implement the Offer. The closing of such sale shall occur within one hundred and eighty (180) days after the date of the Offer.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the later of the dates indicated below.

TENANT:	Jubilee Solar, LLC
	Name: Jonathan K. Carson Title: Authorized Representative
LANDLORD:	The Board of Education of Brimfield Community Unit School District No. 309
	By:
	ATTEST:
	By:

Exhibit A

Lease Boundary Line

Land: parcels 06-24-201-004 and 06-24-201-003 in Peoria County, Illinois.

Acreage: Tenant proposes to lease up to the entire portion of the Land as outlined below, or approximately 12 acres in total, including the following easements.

Easements: Tenant expects to run across any setback between the System and (a) North Jackson Street (which runs north to south immediately west of the Land) access road(s) for ingress/egress to/from the System and (b) the utility distribution lines that run north of the land along W Brimfield Jubilee Road wire(s) that would connect the System to such utility distribution lines, in order to interconnect the System to the distribution grid.



Exhibit B

Permitted Liens

None.

Exhibit C

Landscape Maintenance

To be agreed upon by the parties prior to the Construction Commencement Date.

RESOLUTION authorizing the issuance of General Obligation School Bonds (Alternate Revenue Source) of Community Unit School District Number 309, Peoria County, Illinois, in an aggregate principal amount not to exceed \$1,000,000 pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended, for the purpose of altering, repairing and equipping school buildings and facilities and improving school sites.

* * *

WHEREAS, Community Unit School District Number 309, Peoria County, Illinois (the "District"), is a duly organized and existing school district created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the School Code of the State of Illinois, as amended; and

WHEREAS, the Board of Education of the District (the "Board"), has considered the existing school facilities and the improvements and extensions necessary to be made thereto in order that the same will adequately serve the educational needs of the District; and

WHEREAS, the Board has determined that it is advisable, necessary and in the best interests of the District to pay the costs of altering, repairing and equipping school buildings and facilities and improving school sites (the "*Project*"), all in accordance with the preliminary estimate of cost heretofore approved by the Board and now on file in the office of the Secretary of the Board; and

WHEREAS, the Board has further determined the estimated cost of the Project, including legal, financial, bond discount, capitalized interest, printing and publication costs and other expenses, to be not less than \$1,000,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, the Board has further determined that it is advisable and necessary that the Project be undertaken and, in order to raise the funds required to pay such costs, that the District borrow the sum of \$1,000,000 and, in evidence thereof, issue General Obligation School Bonds

(Alternate Revenue Source) in an aggregate principal amount not to exceed \$1,000,000 (the "Bonds"), in accordance with the provisions of Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, the Project is a "school facility purpose" within the meaning of the County School Facility Occupation Tax Law of the State of Illinois, as amended (the "Sales Tax Law"); and

WHEREAS, the principal of and interest on the Bonds will be payable from collections distributed to the District from those taxes imposed in The County of Peoria, Illinois, pursuant to the Sales Tax Law (the "Pledged Revenues"); and

WHEREAS, if the Pledged Revenues are insufficient to pay the Bonds, ad valorem property taxes upon all taxable property in the District without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Bonds:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Education of Community Unit School District Number 309, Peoria County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Determination to Issue Bonds. It is necessary and in the best interests of the District to undertake the Project and the Bonds are hereby authorized to be issued and sold for that purpose.

Section 3. Publication. This Resolution, together with a notice in the statutory form, shall be published in *The Weekly Post*, the same being a newspaper of general circulation in the District, and if no petition, signed by 224 electors, the same being equal to the greater of (i) 7.5% of the number of registered voters in the District or (ii) 200 of those registered voters or 15% of

those registered voters, whichever is less, asking that the issuance of the Bonds be submitted to referendum, is filed with the Secretary of the Board within thirty (30) days after the date of the publication of this Resolution and said notice, then the Bonds shall be authorized to be issued.

Section 4. Additional Resolutions. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Board may adopt additional resolutions or proceedings supplementing or amending this Resolution providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum amount of the Bonds as set forth in this Resolution is not exceeded and there is no material change in the Project or the purposes described herein. Such additional resolutions or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Resolution, together with such additional resolutions or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 6. Repealer. All resolutions or orders, or parts thereof, in conflict herewith be and the same are hereby repealed, and that this Resolution be in full force and effect forthwith upon its adoption.

Adopted April 20, 2022.

President, Board of Education

Secretary, Board of Education

22003

DOCUMENT 004113 - BID FORM

Complete the price information for the bid. The total bid amount shall be written out in words, on lines following the numeric bid amount in brackets.

Having carefully examined the bidding documents including, but not limited to, the drawings, specifications, instructions to bidders, scope of work, and Addenda, undersigned Bidder submits the following bid:

Project Name: BRIMFIELD CUSD 309

2022 BRIMFIELD GRADE SCHOOL ROOF REPLACEMENT

Brimfield Grade School 216 E. Clinton St. Brimfield, IL 61517

Owner: Board of Education, Brimfield Community Unit School District #309

Architect: Keach Architectural Design, Inc.

Project Number: 22003

Bidding Firm:	Western Specialty Contractors	
Business Address:	309 NE Rock Island Ave.	
City, State, Zip:	Peoria, IL 61602	
Business Phone:	(309)676-2374	
Business Fax:	_(309) 676-3381	
Contact Person:	Kyle Goodman	
Bidders Signature:	Jas Hade	(Signature of Authorized Official)
Date Prepared:	3/22/2011	

CONTRACT TIME: Work at the site for Summer of 2022 can begin no sooner than **June 6th**, **2022** unless otherwise approved by the owner. Contractor agrees work shall be substantially complete by **July 31th**, **2022**. Work at the site for Summer of 2023 shall assume same dates, but shall be established when District publishes future school calendars.

BID FORM INSTRUCTIONS: Bid form is broken into 4 scopes of work based on roof types and age with sub-scopes of work based on definable roof areas as indicated on the bid scope documents. The intent is to provide the district with budgetary flexibility in determining how much work they want to complete.

Contractor shall provide a base bid for all scopes of work for the first line and provide the year in which all work will be completed. The following bid lines will be for each scope of work indicated in the order of District Priority. Contractor shall provide a bid for the entire scope of work with the year in which the work will be completed. Within each scope of work, contractor shall provide a bid for each area indicated within that scope. The owner reserve the right to award the work based on any combination of options provided, but generally will use the order of scopes provided as a guide.

(\$ 58,416.00

work o	BID, Single-Prime combined) as set for sum of:	(All Trades) Contract: Bidder agrees to perform ALL WORK (all scopes of the in bid documents, and in accord with the Contract Time of the Owner's
) Seven Hundred Nine Thousand Two Hundred Forty and 00/100 DOLLARS
Year (s	summer) in which wo	ork will be Completed: _2022/2023
& 1E),	E AREA 1: Bidder except skylight replayer's schedule, for so	agrees to perform ALL WORK in SCOPE AREA 1 (AREAS 1A, 1B, 1C, 1D cement, as set forth in bid documents, and in accord with the Contract Time of um of:
(\$	307,096.00) Three Hundred Seven Thousand Ninety Six and 00/100 DOLLARS
Year (s	rummer) in which wo	rk will be Completed:
REPLA accord	ACE AREA 1 SKYI with the Contract Tir	LIGHTS: Bidder agrees to perform work as set forth in bid documents, and in ne of the Owner's schedule, for sum of:
(\$	6,805.00	Six Thousand Eight Hundred Five and 00/100 DOLLARS
	SCOPE AREA 1A with the Contract Ti	Bidder agrees to perform work as set forth in bid documents, and in accord me of the Owner's schedule, for sum of:
		Sixty Three Thousand Eighteen and 00/100 DOLLARS
	SCOPE AREA 1B with the Contract Ti	Bidder agrees to perform work as set forth in bid documents, and in accord me of the Owner's schedule, for sum of:
	(\$50,677.00)Fifty Thousand Six Hundred Seventy Seven 00/100DOLLARS
		Bidder agrees to perform work as set forth in bid documents, and in accord me of the Owner's schedule, for sum of:
	(\$44,434.00	Forty Four Thousand Four Hundred Thirty Four 00/100 DOLLARS
		Bidder agrees to perform work as set forth in bid documents, and in accord me of the Owner's schedule, for sum of:
	(\$90,551.00	Ninety Thousand Five Hundred Fifty One and 00/100 DOLLARS
		Bidder agrees to perform work as set forth in bid documents, and in accord me of the Owner's schedule, for sum of:

Keach Architectural Design, Inc	DOCUMENT 004113
22003	BID FORM (REVISED AD #1)
skylight replacement, as set fort schedule, for sum of:	es to perform ALL WORK in SCOPE AREA 4 (AREAS 4A & 4B), except the in bid documents, and in accord with the Contract Time of the Owner's
(\$98,489.00	Ninety Eight Thousand Four Hundred Eighty Nine 00/100DOLLARS
Year (summer) in which work w	vill be Completed: _2023
REPLACE AREA 4 SKYLIG accord with the Contract Time o	HTS: Bidder agrees to perform work as set forth in bid documents, and in f the Owner's schedule, for sum of:
(\$3,650.00	Three Thousand Six Hundred Fifty 00/100 DOLLARS
with the Contract Time of \$\\\ (\\$ 46,919.\) SCOPE AREA 4B: Big with the Contract Time of	dder agrees to perform work as set forth in bid documents, and in accord of the Owner's schedule, for sum of:
BID SECURITY ENCLOSED: (\$/%_5%)DOLLARS/PERCENT
Bidder acknowledges receipt o	f the following Addenda:
a) Addendum No1 b) Addendum No	Dated

END OF DOCUMENT 004113

The Value of Illinois Rural and Small Schools

A message from Executive Director David M. Ardrey Founded in 1982, the Association of Illinois Rural and Small Schools (AIRSS) primary focus was to combat the never-ending attempt to consolidate rural and small schools. In the early 1990's AIRSS merged LOCON under the AIRSS organization. This added an intentional focus on "Local Control" of Schools and Districts decision making.

Today, in the new year 2022, and 40 years later from our humble beginnings we are still fighting the same issues of consolidation and local control, however with added stressors of school funding, fairness, equity, inclusion, bigotry and a general divisive dismissal of rural people and the rural way of life.

Rural and Small Schools in Illinois have been left out of the conversation and left behind regarding public policy for far too many years. The progress that was made in the past few years under the Obama and Trump administrations at the federal level has been all but lost under the current administration. To date an office of rural education has not been established and no liaisons for rural education have been named in the White House or the U.S. Department of Education.

At the state level some significant progress was made under the previous administration with regard to school funding, teacher



shortages and establishing a working relationship with the Governor's office and the Illinois State Board of Education (ISBE). That progress has been slow to transition and develop with the current administration and ISBE, as we (AIRSS) work tirelessly to build relationships and trust. It is a challenging road, one that cannot be left to chance at every transition of leadership.

While we might differ at times on individual policy issues, and may not always agree on all outcomes, what we must agree on, is the value of our rural schools, the amazing success stories of our teachers and students in rural and small schools and the importance of our rural communities and the rural way of life. If we intend to preserve this rural way of life, it is imperative we stick together for the common good and cause and support our rural education system.

Please join AIRSS in 2022 with a supporting financial membership, it is an investment in the future of all rural and small schools and communities and is vital to AIRSS ability to be the "Voice" for rural and small schools.

Sincerely,

Bavid M. Ashed Executive Director

School Board Chair/President 🔲 Teacher/Instructional Leader

The Association of Illinois Rural and Small Schools

The work of AIRSS can only continue with your involvement. Membership support is the baseline funding that keeps the organization continually viable. AIRSS must continue to be the voice of rural and small schools, and your support is greatly appreciated.

Please return this card along with payment to: AIRSS, PO Box 292, Carmi, IL, 62821

le:	ress:		
School District Name:	School District Address:	Sity, State, ZIP:	

Fotal Amount Due (Payable to AIRSS)

Membership for 1 Year (CY2022) \$400

Please provide the name and email address of four district representatives.

Name:
Email:
Check all that apply: 🗌 Superintendent 🔲 Principal
School Board Chair/President 🗌 Teacher/Instructional Leader
Name:
Email:
Check all that apply: Superintendent Principal
School Board Chair/President 🔲 Teacher/Instructional Leader
Name:
Email:
Check all that apply: 🗌 Superintendent 🔲 Principal
School Board Chair/President Teacher/Instructional Leader
Name:
Email:
Check all that apply: Superintendent Principal

FIELDTRIP / BUS REQUEST FORM CUSD#309

A <u>one week</u> notice will be necessary for any <u>in state</u> field trip. A <u>one month</u> notice is necessary for any <u>out of state</u> field trip (must be approved by the School Board). All request must have the STI printed student roster or handwritten list stating all students that will be attending trip attached to the bus request and then be turned in to the building principal responsible for supervision of the students involved for approval and then to the School Superintendent for approval. Attach a copy of permission slip being sent home with students. Buses cannot be orderd by staff.

		Type of Transportation	n X	_ Heinz Bus Company	
5/17/2022				BSD Activity Bus	
Date of Trip			X	Other Student Paid	
Ja	son Sunderland				
Teacher requesting f			Class / G	rade	
Field trip destination((must list each stop and		St. Louis Zoo		City <u>St. Louis, MO</u>	
		0.00		8:00	
42	4	6:00	AM	8:00 PM Arrival time back to school	
# of Students	# Chaperones	Departure time from	SCHOOL	Arrival time back to school	
# of buses needed	spe	ecial bus request			
NO	Half Day	Full Day	Othe	rate librariant and a second	
Substitute needed?	(tanahara) ba: (If mara tha	on 4. places attach a list)			
	(teachers) be: (If more that			Faulkner	
1)	Sunderland	3)	-	the property of the second street, and the se	
2)	McKown	4)		Fraelle	
X All teacher(s) X Copy of perm	ust be completed befo and/or other staff going on trip h ission slip being sent home with lents attending fieldtrip (this can	ave all entered request for abso students			
		dent paid classtrip			
Can IV	$T \cup T$			4/7/22	
Signature of teacher r	equesting fieldtrip			Date	
APPROVED_ V	NOT APPROVED	D APPRO	OVED	NOT APPROVED	
REASON FOR NOT A	APPROVED:	REASON	FOR NOT	APPROVED:	
				+ Upon Board Approval	
BUILDING PRINCIPAL SIG	Multon 4/2	7/22 J	Su	4/4/22 NATURE DATE	

email / phone

Date bus company notified

Brimfield Grade School Extracurricular Assignments 2022-2023

Athletic Director Jason Sunderland

Softball Coach Kurt Juerjens

Assistant Softball Coach Ashley Cornelison

Baseball Coach Brandon Porter

Assistant Baseball Coach Josh McKown

Boys Cross Country Fran Meyers

Girls Cross Country Amy McKinty

Golf Troy Tilly

7th Grade Girls Basketball Kevin Faulkner

8th Grade Girls Basketball Kevin Faulkner

Cheerleading Jaden Shoff

7th Grade Boys Basketball Trent Trotter

8th Grade Boys Basketball Josh McKown

7th Grade Volleyball Ali Jones

8h Grade Volleyball Pam Asbell

Student Council Jason Sunderland

Yearbook Kevin Faulkner

Speech Amy McKinty

Chess Roberto Bernales

Scholastic Bowl Kevin Faulkner

Assistant Scholastic Bowl Amy McKinty

- Not included on this list are the following: Track

Brimfield High School Extracurricular Assignments 2022-2023

Athletic Director Kevin Kreiter

Head Boys Basketball Kevin Kreiter

Assistant Boys Basketball Jake Lowery

Golf Trent Trotter

Pep Band Dr. Erich Weiger

FFA Scott Zehr

Student Council Kelsey Hostert

Freshmen Class Sponsor Laura Putnam

Sophomore Class Sponsor Amy Herron

Junior Class Sponsor Kristin Spears

Chess Roberto Bernales

National Honor Society Amy Kepple

Scholastic Bowl Amy Kepple

Assistant Scholastic Bowl Amy Herron

WYSE Laura Putnam

Assistant WYSE Antje Carter

Marching Band Dr. Erich Weiger

Head Softball Kurt Juerjens

Assistant Softball John Florey

Assistant Softball Ashley Wetherill

Baseball Brandon Porter

Assistant Baseball Tucker Blum

Assistant Baseball Austin Sims

• Girls basketball, Volleyball, Vocal Music, Flags, Musical, Yearbook, Senior Class Sponsor- TBA

Support Personnel List 2022-2023

Bookkeeper

Superintendent Administrative Assistant High School Administrative Assistant Grade School Administrative Assistant

High School Head Custodian High School Custodian Grade School Head Custodian Grade School Custodian

Maintenance Cafeteria Manager High School Head Cook

Cafeteria Server Cafeteria Server Cafeteria Server Cafeteria Server

Grade School Head Cook

Cafeteria Sever Cafeteria Sever Cafeteria Sever Library Assistant

Nurse

Classroom Aide Classroom Aide Classroom Aide

Classroom Aide Classroom Aide Classroom Aide Classroom Aide Classroom Aide Classroom Aide

Classroom Aide Classroom Aide Classroom Aide Classroom Aide Classroom Aide Classroom Aide Supervision Kyle Petty Michele Cox Julie Edwards Bren Dwyer Jim Treadway Jacob Gunter Dave Wiltz Lee Ray

Zach Fairfield
Petrina Winkleman
Kim Zombro
Nancy Satterfield
Brandy Simmons
Kirsten Linder
Camron Fabry
Ashlee Webb
Amber Burgess

TBA

Virginia Emerick Kristin Wagner Lonna Sumner Joanna Fox Tara Binder

TBA

Mandi Carroll
Ashley Cornelison
Lisa Dawson
Carol Gilles
Danette Jackson
Kim Johnson
Anissa Krietemeyer

Lindsey Forney
Heather Rumbold
Kim Runyon
Camie Snyder
Ryan Gilles
Camie Snyder

Full Name	Description	Invoice Date	Net Amount
BRIMFIELD HARDWARE	TRACTOR BATTERY PO 6-22-168	12/30/2021	46.99
	TRACTOR BATTERY PO	0 6-22-168	46.9
	20 E 2542 4104 01 000 0	00000	
BRIMFIELD HARDWARE	MAINTAINCE SUPPLIES/MATERIALS	03/02/2022	345.59
	MAINTAINCE SUPPLIES	/MATERIALS	345.5
	20 E 2542 4102 01 000 0	00000	
	20 E 2542 4109 01 000 0	00000	
	20 E 2542 4103 01 000 0	00000	
BRIMFIELD HARDWARE	BGS BENCH REPAIRS PO 6-22-170	03/01/2022	11.33
	BGS BENCH REPAIRS F	PO 6-22-170	11.3
	20 E 2542 4109 01 000 0	00000	
BRIMFIELD HARDWARE	BGS LIGHTING PO 6-22-176	03/29/2022	111.96
	BGS LIGHTING PO 6-22	-176	111.9
	20 E 2542 4102 01 000 0	00000	
BRIMFIELD HARDWARE	BGS REMOUNTING DISPENSERS PO	03/29/2022	40.57
	BGS REMOUNTING DISF	PENSERS PO	32.9
	BGS REMOUNTING DISA	PENSERS PO	7.5
	20 E 2542 4109 01 000 00	00000	
	20 E 2542 4102 01 000 00	00000	
BRIMFIELD HARDWARE	BGS LIGHT FIXTURE REPAIRS PO 6-	03/24/2022	60.40
	BGS LIGHT FIXTURE RE	PAIRS PO 6-	60.4
	20 E 2542 4102 01 000 00	00000	
BRIMFIELD HARDWARE	SUPPLIES&MATIERALS FOR BHS	04/06/2022	59.99
	SUPPLIES&MATIERALS	FOR BHS	59.9
	20 E 2542 4104 01 000 00	00000	
BRIMFIELD HARDWARE	BHS ELECTRICAL SUPPLIES PO 6-	04/06/2022	115.34
	BHS ELECTRICAL SUPP	LIES PO 6-	115.3
	20 E 2542 4102 01 000 0	00000	
	20 E 2542 4900 01 000 0	00000	

			BRIMFIELD CUSD 309
Full Name	Description	Invoice Date	Net Amount
BRIMFIELD HARDWARE	MAINTANCE SUPPLIES/MATERIALS	04/07/2022	12.77
	1/4" FLAT WASHERS - M	IAINTANCE	3.9
	DISTILLED WATER - MA	INTANCE	1.79
	TORX DRIVER BIT - MAI	NTANCE	6.9
	20 E 2542 4900 01 000 0	00000	
	20 E 2542 4103 01 000 0	00000	
	20 E 2542 4103 01 000 0	00000	
BRIMFIELD HARDWARE	BHS EXTERIOR GRADE ELECTICIAL	03/21/2022	332.01
	BHS EXTERIOR GRADE	ELECTICIAL	332.0
	20 E 2542 4102 01 000 0	00000	
	20 E 2542 4109 01 000 00	00000	
	20 E 2542 4103 01 000 00	00000	
BRIMFIELD HARDWARE	BHS LAGS FOR BATTING CAGES PO	04/11/2022	67.98
	BHS LAGS FOR BATTING	G CAGES PO	67.9
	20 E 2542 4104 01 000 00	00000	
BRIMFIELD HARDV	/ARE		1,204.93
CONSTELLATION	FUEL MONTHLY BILLING	03/31/2022	3,215.99
	GS FUEL MONTHLY BILL	LING	904.2
	HS FUEL MONTHLY BILL	ING	2,311.7
	20 E 2542 4651 01 000 00	00000	
	20 E 2542 4652 01 000 00	00000	
CONSTELLATION			3,215.99
CRAMER, MICHELLE OR	MONTHLY MOWING AND TRIMMING	04/13/2022	2,648.50
	MONTHLY MOWING AND	TRIMMING	2,648.5
	20 E 2542 3293 01 000 00	00000	A CONTRACTOR OF
CRAMER, MICHELL			2,648.50
DIGITAL COPY	HS COPY MACHINE STAPLES PO 3-	03/31/2022	141.53
	HS COPY MACHINE STA	PLES PO 3-	141.53
	10 E 1103 4101 01 000 00	00000	
DIGITAL COPY	COPY MACHINE MONTHY BILLING	04/01/2022	1,864.77
	GS COPY MACHINE MOI	NTHY BILLING	1,190.6

BRIMFIELD CUSD 30					
Net Amount	Invoice Date		Description	Full Name	
595.3	-	HS COPY MACHINE MON	Description	ruii Naine	
66.7	THY BILLING	GS COPY MACHINE MON			
12.0		HS COPY MACHINE MON			
	10 E 1101 3250 25 000 000000				
	0000	10 E 1103 3250 25 000 000			
	10 E 1101 3250 01 000 000000				
	0000	10 E 1103 3250 01 000 000			
2,006.30	orano partico do casi		SYSTEMS,	DIGITAL COPY SY	
326.10	03/25/2022	RVICE MONTHLY		FRONTIER	
326.	NTHLY	HS PHONE SERVICE MON			
	0000	20 E 2542 3402 01 000 000			
42.68	03/28/2022	E SERVICE MONTHLY	GS FAX PHONE	FRONTIER	
42.6	MONTHLY	GS FAX PHONE SERVICE			
	0000	20 E 2542 3405 01 000 000			
161.57	03/28/2022	ICE PHONE SERVICE	DISTRICT OFFI	FRONTIER	
161.5	SERVICE	DISTRICT OFFICE PHONE			
	0000	20 E 2542 3403 01 000 000			
234.47	03/28/2022	RVICE MONTHLY	GS PHONE SE	FRONTIER	
234.4	NTHLY	GS PHONE SERVICE MOI			
	0000	20 E 2542 3401 01 000 000			
764.82				FRONTIER	
115.00	03/28/2022	SUPPORT PO 8-22-22	HEART PHONE	HEART TECHNOLOGIES,	
115.0	PO 8-22-22	HEART PHONE SUPPORT			
	0000	10 E 2220 3900 01 000 000			
1,410.00	04/05/2022	MONTHLY CONTRACT	TECHNOLOGY	HEART TECHNOLOGIES,	
1,410.0	CONTRACT	TECHNOLOGY MONTHLY			
	0000	10 E 1101 4900 25 000 000			
	0000	10 E 1103 4900 25 000 000			
1,525.00			LOGIES,	HEART TECHNOL	
2,837.45	03/16/2022	VICE	HS FOOD SERV	OHL WHOLESALE	
2,483.1		HS FOOD SERVICE			

3 of 10

Net Amount	Invoice Date	Description	Full Name
31.		HS FOOD SERVICE	
205		HS FOOD SERVICE	
117.		HS FOOD SERVICE	
	000000	10 E 2562 4101 01 0	
	000000	10 E 2562 4104 01 0	
	000000	10 E 2562 4106 01 0	
	000000	10 E 2562 4900 01 0	
3,561.66	03/16/2022	GS FOOD SERVICE	KOHL WHOLESALE
3,334.:		GS FOOD SERVICE	
69.3		GS FOOD SERVICE	
108.0		GS FOOD SERVICE	
50.0		GS FOOD SERVICE	
	000000	10 E 2562 4101 01 0	
	000000	10 E 2562 4106 01 0	
	000000	10 E 2562 4900 01 0	
	000000	10 E 2562 4901 01 0	
645.13	03/30/2022	GS FOOD SERVICE	OHL WHOLESALE
239.3		GS FOOD SERVICE	
67.0		GS FOOD SERVICE	
127.4		GS FOOD SERVICE	
211.2		GS FOOD SERVICE	
	000000	10 E 2562 4101 01 0	
	000000	10 E 2562 4104 01 0	
	000000	10 E 2562 4106 01 0	
	000000	10 E 2562 4900 01 0	
1,497.41	04/06/2022	HS FOOD SERVICE	OHL WHOLESALE
1,149.6		HS FOOD SERVICE	
58.0		HS FOOD SERVICE	
181.4		HS FOOD SERVICE	
69.8		HS FOOD SERVICE	
38.4		HS FOOD SERVICE	

4 of 10

				BRIMFIELD CUSD 30
Full Name	Description		Invoice Date	Net Amount
		10 E 2562 4101 01 000 0000	00	
	*	10 E 2562 4104 01 000 0000	000	
		10 E 2562 4106 01 000 0000	00	
		10 E 2562 4900 01 000 0000	00	
		10 E 2562 4901 01 000 0000	00	
KOHL WHOLESALE	GS FOOD SERV	/ICE	04/06/2022	2,072.63
		GS FOOD SERVICE		1,566.
		GS FOOD SERVICE		80.
		GS FOOD SERVICE		147.
		GS FOOD SERVICE		278.
		10 E 2562 4101 01 000 0000	00	
		10 E 2562 4104 01 000 0000	00	
		10 E 2562 4106 01 000 0000	00	
		10 E 2562 4900 01 000 0000	00	
KOHL WHOLESALE	HS FOOD SERV	ICE	04/13/2022	2,265.62
		HS FOOD SERVICE		1,763.
		HS FOOD SERVICE		45.
		HS FOOD SERVICE		33.
		HS FOOD SERVICE		11.
		HS FOOD SERVICE		411.
		10 E 2562 4101 01 000 0000	00	
		10 E 2562 4104 01 000 00000	00	
		10 E 2562 4106 01 000 00000	00	
		10 E 2562 4901 01 000 00000	00	
		10 E 2562 4101 06 000 00000	00	
OHL WHOLESALE	GS FOOD SERV	ICE	04/13/2022	2,880.41
		GS FOOD SERVICE		2,287.
		GS FOOD SERVICE		44.
		GS FOOD SERVICE		230.
		GS FOOD SERVICE		26.
		GS FOOD SERVICE		291.

5 of 10

			BRIMFIELD CUSD 309
Full Name	Description	Invoice Date	Net Amount
	10 E 2562 4101 01 00	0 000000	
	10 E 2562 4106 01 00	0 000000	
	10 E 2562 4900 01 00	0 000000	
	10 E 2562 4901 01 00	0 000000	
	10 E 2562 4101 06 00	0 000000	
KOHL WHOLESALE			15,760.31
MACKIN EDUCATIONAL	LIBRARY CLASSROOM	03/25/2022	208.19
	LIBRARY CLASSROO	М	208.1
	10 E 2222 4301 01 00	0 000000	
MACKIN EDUCATION	AL		208.19
MECHANICAL SERVICE	BHS AIR CONDITIONING	03/21/2022	2,844.98
	BHS AIR CONDITION	ING	2,844.98
	20 E 2542 3230 01 000	0 000000	
MECHANICAL SERVICE	HS REPAIRS TO HEAT PUMP UNIT PO	03/28/2022	504.26
	HS REPAIRS TO HEA	T PUMP UNIT PO	504.20
	20 E 2542 3230 01 00	0 000000	
MECHANICAL SERVI	CE		3,349.24
MIDCENTURY	INTERNET MONTHLY BILLING PO 0-	04/01/2022	617.25
	INTERNET MONTHLY	BILLING PO 0-	617.25
	20 E 2542 3404 01 000	0 000000	
MIDCENTURY			617.25
NEXTERA ENERGY	ELECTRICITY MONTHLY BILLING	03/08/2022	11,750.64
	GS ELECTRICITY MO	NTHLY BILLING	6,109.83
	HS ELECTRICITY MO	5,640.7	
	20 E 2542 4661 01 000	0 000000	
	20 E 2542 4662 01 000	0 000000	
NEXTERA ENERGY			11,750.64
PERFECTION BAKERIES,	HS FOOD SERVICE - BREAD	03/14/2022	31.05
	HS FOOD SERVICE -	BREAD	31.08
	10 E 2562 4103 01 000	0 000000	
PERFECTION BAKERIES,	GS FOOD SERVICE - BREAD	03/14/2022	38.60
	GS FOOD SERVICE -	PDEAD	38.60

6 of 10

Full Name	Description	Invoice Date	Net Amount
	10 E 2562 4103 01 0		·
PERFECTION BAKERIES,	HS FOOD SERVICE	03/28/2022	51.90
	HS FOOD SERVICE		51.90
	10 E 2562 4103 01 0	000 000000	
PERFECTION BAKERIES,	GS FOOD SERVICE	03/28/2022	80.30
	GS FOOD SERVICE		80.30
	10 E 2562 4103 01 0	000 000000	
PERFECTION BAKERIES,	GS FOOD SERVICE SUPPLIES -	04/04/2022	27.80
	GS FOOD SERVICE	SUPPLIES -	27.80
	10 E 2562 4103 01 0	00 000000	
PERFECTION BAKERIES,	HS FOOD SERVICE SUPPLIES -	04/04/2022	45.33
	HS FOOD SERVICE	SUPPLIES -	45.33
	10 E 2562 4103 01 0	00 000000	
PERFECTION BAKERIES,	HS FOOD SERVICE SUPPLIES -	04/11/2022	90.16
	HS FOOD SERVICE	SUPPLIES -	90.16
	10 E 2562 4103 01 0	00 000000	
PERFECTION BAKERIES,	GS FOOD SERVICE	04/11/2022	89.92
	GS FOOD SERVICE		89.92
	10 E 2562 4103 01 0	00 000000	
PERFECTION BAKE	ERIES,		455.06
PRAIRIE FARMS DAIRY,	MILK MONTHLY BILLING	04/05/2022	1,228.14
	MILK MONTHLY BIL	LING	1,228.14
	10 E 2562 4102 01 0	00 000000	
PRAIRIE FARMS DA			1,228.14 11,196.00
ROE #17	DISTANCE LEARNING ROOM	03/31/2022	
	DISTANCE LEARNIN		11,196.00
ROE #17	10 E 1103 5400 01 0	00 000000	11,196.00
SYSCO	FOOD SERVICE	03/10/2022	719.74
	FOOD SERVICE	30, 10, 2322	636.55
	FOOD SERVICE		20.69

Full Name	Description		Invoice Date	Net Amount
		FOOD SERVICE	:	62.50
		10 E 2562 4101 01 000 00	00000	
		10 E 2562 4104 01 000 00	00000	
		10 E 2562 4900 01 000 00	00000	
SYSCO	FOOD SERVIC	DE .	03/31/2022	568.64
		FOOD SERVICE		311.60
		FOOD SERVICE		51.33
		FOOD SERVICE		205.7
		10 E 2562 4101 01 000 00	00000	
		10 E 2562 4104 01 000 00	00000	
		10 E 2562 4106 01 000 00	00000	
SYSCO	FOOD SERVIC	E	04/07/2022	748.47
		FOOD SERVICE		357.83
		FOOD SERVICE		38.38
		FOOD SERVICE		250.99
		FOOD SERVICE		101.30
		10 E 2562 4101 01 000 00	0000	
		10 E 2562 4104 01 000 00	0000	
		10 E 2562 4106 01 000 00	0000	
		10 E 2562 4900 01 000 00	0000	
SYSCO			The state of the s	2,036.85
THE HOME DEPOT PRO	HS CLEANING	SUPPLIES/MATERIALS	03/16/2022	649.02
		HS CLEANING SUPPLIES	MATERIALS	649.02
		20 E 2542 4107 01 000 00	0000	
THE HOME DEPOT PRO	HS CLEANING	SUPPLIES/MATERIALS	03/11/2022	1,057.78
		HS CLEANING SUPPLIES	MATERIALS	1,057.78
		20 E 2542 4107 01 000 00	0000	
THE HOME DEPOT PRO	HS CLEANING	SUPPLIES/MATERIALS	03/23/2022	83.88
		HS CLEANING SUPPLIES	MATERIALS	83.88
		20 E 2542 4107 01 000 00	0000	

Full Name	Description	Invoice Date	Net Amount
THE HOME DEPOT PRO	HS CLEANING SUPPLIES/MATERIALS	03/29/2022	15.84
	HS CLEANING SUPPLIES	MATERIALS	15.84
	20 E 2542 4107 01 000 00	0000	
THE HOME DEPOT PRO	GS CLEANING SUPPLIES/MATERIALS	03/23/2022	679.32
	GS CLEANING SUPPLIES	S/MATERIALS	679.32
	20 E 2542 4106 01 000 00	0000	
THE HOME DEPOT PRO	GS CLEANING SUPPLIES/MATERIALS	03/23/2022	44.82
	GS CLEANING SUPPLIES	S/MATERIALS	44.82
	20 E 2542 4106 01 000 00	0000	
THE HOME DEPOT PRO	HS CLEANING SUPPLIES/MATERIALS	03/30/2022	1,508.04
	HS CLEANING SUPPLIES	MATERIALS	1,508.04
	20 E 2542 4107 01 000 00	0000	
THE HOME DEPOT PRO	GS CLEANING SUPPLIES/MATERIALS	04/01/2022	30.65
	GS CLEANING SUPPLIES	MATERIALS	30.65
	20 E 2542 4106 01 000 00	0000	
THE HOME DEPOT PRO	GS CLEANING SUPPLIES/MATERIALS	03/31/2022	45.75
	GS CLEANING SUPPLIES	MATERIALS	45.78
	20 E 2542 4106 01 000 00	0000	
THE HOME DEPOT PRO	GS CLEANING SUPPLIES/MATERIALS	03/29/2022	19.20
	GS CLEANING SUPPLIES	/MATERIALS	19.20
	20 E 2542 4106 01 000 00	0000	
THE HOME DEPOT PRO	GS CLEANING SUPPLIES/MATERIALS	03/30/2022	857.50
	GS CLEANING SUPPLIES	/MATERIALS	857.50
	20 E 2542 4106 01 000 00	0000	
THE HOME DEPOT PRO	HS CLEANING SUPPLIES/MATERIALS	04/06/2022	195.70
	HS CLEANING SUPPLIES	MATERIALS	195.70
	20 E 2542 4107 01 000 00	0000	
THE HOME DEPOT PRO	HS CLEANING SUPPLIES/MATERIALS	04/06/2022	659.82
	HS CLEANING SUPPLIES	/MATERIALS	659.82
	20 E 2542 4107 01 000 00	0000	

			BRIMFIELD CUSD 309
Full Name	Description	Invoice Date	Net Amount
THE HOME DEPOT PRO	GS CLEANING SUPPLIES/MATERIALS	04/06/2022	11.65
	GS CLEANING SUPPL	IES/MATERIALS	11.65
	20 E 2542 4106 01 000	000000	
THE HOME DEPO	T PRO		5,858.97
VILLAGE OF BRIMFIELD	HS WATER/SEWER MONTHLY	04/01/2022	358.32
	HS WATER/SEWER M	ONTHLY	358.32
	20 E 2542 3702 01 000	000000	
VILLAGE OF BRIMFIELD	GS WATER/SEWER MONTHLY	04/01/2022	415.70
	GS WATER/SEWER M	ONTHLY	415.70
	20 E 2542 3701 01 000	000000	
VILLAGE OF BRIN	MFIELD		774.02
Total Number of Batch Inve	oices:	62	\$64,600.21
Total Number of Open Invo	pices:	0	\$0.00
Total Number of History In	voices:	0	\$0.00
Total Number of Update in	Progress Batch Invoices:	0	\$0.00
Total Number of Update in	Progress Batch Reversal Invoices:	0	\$0.00
Total Number of Reversal I	History Invoices:	0	\$0.00
Total Number of Deleted H	istory Invoices:	0	\$0.00
Total Number of Batch Rev	versal Invoices:	0	\$0.00
Total Invoices:		62	64,600.21

	TREASURER'S REPORT		
MARCH 2022	HARRIS BANK	F&M BANK	F&M BANK-CAFÉ
BEGINNING BALANCE	5,019,393.58	143,971.42	
O/S EXPENSES - FEB	-88,807.60	-60.00	-149.90
BEG. ACCT. BALANCE	4,930,585.98	143,911.42	70,676.79
REVENUES	237,309.66	14,077.00	7,279.25
ADJUSTMENTS	121,148.21		
INTEREST TOTAL REVENUE	100.42 358,558.29	2.59 14,079.59	1.93 7,281.18
EXPENSES O/S EXPENSES - FEB	618,624.79 -88,807.60	265.00 -60.00	0.00 -149.90
O/S EXPENSES - MAR	49,946.81	20.00	149.90
ADJUSTMENTS	121,148.21		
TOTAL EXPENSES	700,912.21	225.00	0.00
END ACCT. BAL. O/S EXPENSES - MAR	4,638,178.87 -49,946.81	157,786.01 -20.00	78,107.87 -149.90
CASH BALANCE	4,588,232.06	157,766.01	77,957.97

MARCH 2022				5							
FUND	ED	OBM	B&I	TSP	IMRF	SOC SEC	CAP PROJ	W/C	TORT	F/P	TOTALS
HARRIS BANK											
PREV BALANCE	2,347,232.47	396,513.63	621,750.61	293,104.33	42,529.43	20,419.64	494,371.00	198,060.29	267,757.31	248,847.27	4,930,585.98
LEVY - SP. ED											
LEVY - LEASE											o o
REVENUES	310,558.59	3,667.69	26.10	5.49	2,330.29	1,453.39	25,505.51	3.11	4.21	3.91	343,558.29
CDs MATURED						15,000.00					15,000.00
TOTAL REVENUE	310,558.59	3,667.69	26.10	5.49	2,330.29	16,453.39	25,505.51	3.11	4.21	3.91	358,558.29
EXPENSES	566,300.35	42,981.94	0.00	56,005.14	6,410.23	10,327.55	0.00	0.00	3,887.00	0.00	685,912.21
CD'S PURCHASED								15,000.00			15,000.00
TOTAL EXPENSES	566,300.35	42,981.94	00:00	56,005.14	6,410.23	10,327.55	00:00	15,000.00	3,887.00	00.00	700,912.21
HARRIS BANK BAL	2,091,490.71	357,199.38	621,776.71	237,104.68	38,449.49	26,545.48	519,876.51	183,063.40	263,874.52	248,851.18	4,588,232.06
INVESTED IMPREST FUNDS	550,400.00	45,000.00	249,500.00	246,100.00	35,900.00	20,000.00	0.00	335,700.00	246,000.00	0.00	1,728,600.00
F&M BK BAL	157,766.01	00.00	00.00	00.00	0.00	00.00		00.00	0.00	00.00	157,766.01
F&M BK BAL-CAFÉ	77,957.97	00.00	0.00	00.00	0.00	00.00		0.00	0.00		
FUND BALANCE	2,883,114.69	402,199.38	871,276.71	483,204.68	74,349.49	46,545.48	519,876.51	518,763.40	509,874.52	248,851.18	6,558,056.04

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Brimfield Activity Accounts Reconciliation Summary checking, Period Ending 03/31/2022

	Mar 31, 22
Beginning Balance Cleared Transactions	81,616.63
Checks and Payments - 12 items Deposits and Credits - 22 items	-8,400.29 27,879.39
Total Cleared Transactions	19,479.10
Cleared Balance	101,095.73
Uncleared Transactions Checks and Payments - 18 items	-7,646.19
Total Uncleared Transactions	-7,646.19
Register Balance as of 03/31/2022	93,449.54
Ending Balance	93,449.54

Brimfield Activity Accounts Reconciliation Detail checking, Period Ending 03/31/2022

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balanc	e					81,616.63
Cleared Trai						
	nd Payments - 1				140.50	
Check	01/18/2022	14931	caleb Schlipf	X	-113.50	-113.50
Check Check	01/27/2022	14944	Dylan Sparks	X X	-69.87 -494.50	-183.37
Check	03/07/2022 03/07/2022	14951 14950	First Place Trophies Aaron Barrington	x	-400.00	-677.87 -1,077.87
Check	03/07/2022	14954	Kyle Woodard	x	-50.00	-1,127.87
Check	03/07/2022	14955	Chloe Rogers	X	-50.00	-1,177.87
Check	03/07/2022	14957	Bethanie Whittaker	Χ	-50.00	-1,227.87
Check	03/08/2022	14959	Breedlove Sporting	Х	-3,847.77	-5,075.64
Check	03/08/2022	14958	Raber Packing Co	Χ	-357.23	-5,432.87
Check	03/09/2022	14960	SJ Smith	X	-2,593.19	-8,026.06
Check	03/09/2022	14963	Scott Zehr	X	-329.45	-8,355,51
Check	03/09/2022	14961	Scott Zehr	Х	-44.78	-8,400.29
	cks and Payment				-8,400.29	-8,400.29
	and Credits - 22	items		v	60.00	00.00
Deposit	03/09/2022			X	60.00	60.00
Deposit	03/09/2022			X X	311.00 5,520.45	371.00
Deposit Deposit	03/09/2022 03/09/2022			x	7,363.00	5,891.45 13,254.45
Deposit	03/11/2022			x	225.00	13,479.45
Deposit	03/17/2022			x	258.00	13,737.45
Deposit	03/17/2022			X	420.00	14,157.45
Deposit	03/17/2022			Х	600.00	14,757.45
Deposit	03/17/2022			Χ	4,349.00	19,106,45
Deposit	03/17/2022			X	4,748.00	23,854.45
Deposit	03/25/2022			Χ	1.84	23,856.29
Deposit	03/28/2022			X	50.00	23,906.29
Deposit	03/28/2022			X	830.00	24,736.29
Deposit	03/28/2022			X	920.00	25,656.29
Deposit Deposit	03/31/2022 03/31/2022			X X	2.36 25.00	25,658,65
Deposit	03/31/2022			x	77.00	25,683.65 25,760.65
Deposit	03/31/2022			x	94.00	25,854.65
Deposit	03/31/2022			X	255.00	26,109.65
Deposit	03/31/2022			X	302.02	26,411.67
Deposit	03/31/2022			X	718.48	27,130.15
Deposit	03/31/2022			X	749.24	27,879.39
Total Depo	sits and Credits				27,879.39	27,879.39
Total Cleared	Transactions				19,479.10	19,479.10
Cleared Balance					19,479,10	101,095,73
Uncleared Tra						
General Journal	d Payments ~ 18 07/01/2016	09			-8.38	-8.38
Check	03/11/2020	14623	Debbie Lowman		-50.00	-58.38
Check	03/11/2020	14618	Marissa Bonomo		-50.00	-108.38
Check	02/26/2021	14752	Tony Cosimini		-15.00	-123.38
Check	03/07/2022	14953	Emily Lowman		-101.13	-224.51
Check	03/07/2022	14952	Jenny Norman		-75.00	-299.51
Check	03/07/2022	14956	Camron Stanley		-50.00	-349.51
Check	03/08/2022	14949	Brimfield CUSD #309		-165.90	-515.41
Check	03/09/2022	14962	Blake Meeker		-30.76	-546,17
Check Check	03/28/2022 03/28/2022	14965 14967	Florida Fruit Associ		-2,870.00 -623,24	-3,416.17
Check	03/28/2022	14967	Maribeth Dura Kurt Juerjens		-391.00	-4,039.41 -4,430.41
Check	03/28/2022	14964	Krispy Kreme		-242.00	-4,672.41
Check	03/31/2022	14972	Breedlove Sporting		-1,936,15	-6,608.56
Check	03/31/2022	14971	Pepsi Beverages C		-675.73	-7,284.29
Check	03/31/2022	14968	Princeville FFA		-273.25	-7,557.54

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Brimfield Activity Accounts Reconciliation Detail

checking, Period Ending 03/31/2022

Туре	Date	Num	Name	Cir	Amount	Balance
Check Check	03/31/2022 03/31/2022	14969 14970	Sam's Club Jake Lowery		-61.64 -27.01	-7,619.18 -7,646.19
Total Che	ecks and Payments	5			-7,646.19	-7,646.19
Total Unclea	ared Transactions				-7,646.19	-7,646.19
Register Balance a	as of 03/31/2022				11,832.91	93,449.54
Ending Balance				_	11,832.91	93,449.54

Brimfield Grade School Balance Sheet Detail

Type	Date	Num	Name	Amount	Balance
SSETS					-592,262.70
Current Assets					-592,262.70
Checking/Savings	2				-592,262.70
Activity Fund	•				22,422.83
AD Inciden	tal				339.07
				310.00	649.07
Deposit	09/23/2021	2000	Chaddiy lunian limb		
Check	09/23/2021	3062	Chaddix Junior High	-201.00	448.07
Deposit	10/25/2021	0000	W 10 10 "	492.00	940.07
Check	10/25/2021	3069	West Creek Creatio	-488.00	452.07
Deposit	11/29/2021			700.00	1,152.07
Deposit	01/12/2022			70.00	1,222.07
Deposit	02/16/2022			520.00	1,742.07
Check	02/16/2022	3096	West Creek Creatio	-506.00	1,236.07
Deposit	03/28/2022			520.60	1,756.67
Check	03/28/2022	3108	A & M Products	-25.00	1,731.67
Total AD Inc	cidental			1,392.60	1,731.67
Athletic De	partment Conce	ssions			358.52
Deposit	09/01/2021			800.00	1,158.52
Check	09/01/2021	3053	Michele Cox	-147.44	1,011.08
Check	09/02/2021	3054	Sam's Club	-396.84	614.24
Check	09/09/2021	3057	Pepsi Cola	-179.04	435.20
Check	09/22/2021	3059	Pepsi Cola	-95.73	339.47
Check	09/22/2021	3060	Pepsi Cola	-223.37	116.10
Deposit	09/22/2021	0000	r oper cold	1,100.00	1,216.10
Check	09/22/2021	3061	F & M Bank	-101.05	1,115.05
Check	09/30/2021	3063	Sam's Club	-500.42	614.63
		3063	F & M Bank	-32.04	582.59
Check	10/20/2021	3007	r & IVI Dalik		
Deposit	10/25/2021	0000	E 0.440 I	700.00	1,282.59
Check	10/25/2021	3068	F & M Bank	-287.45	995.14
Check	11/02/2021	3070	Sams Club	-107.94	887.20
Check	11/09/2021	3071	F & M Bank	-291.79	595.41
Deposit	11/16/2021			1,000.00	1,595.41
Check	11/16/2021	3074	Kool Snacks Super	-300.96	1,294.45
Check	11/16/2021	3075	Pepsi Cola	-287.19	1,007.26
Check	11/29/2021	3076	West Creek Creatio	0.00	1,007.26
General Journal	11/29/2021	47	West Creek Creatio	-718.00	289.26
General Journal	11/29/2021	47R	West Creek Creatio	718.00	1,007.26
Check	11/29/2021	3077	West Creek Creatio	-718.00	289.26
Check	12/07/2021	3078	Pepsi Cola	-287.19	2.07
Deposit	01/04/2022			1,500.00	1,502.07
Check	01/04/2022	3081	F & M Bank	-477.65	1,024.42
Check	01/04/2022	3082	Pepsi Cola	-255.28	769.14
Check	01/04/2022	3083	Pepsi Cola	-255.28	513.86
Check	01/04/2022	3085	Kool Snacks Super	-300.96	212.90
		3000	Nooi Silacks Super		
Deposit	01/21/2022	2007	Kool Specke Sugar	2,000.00	2,212.90
Check	01/21/2022	3087	Kool Snacks Super	-527.22	1,685.68
Check	01/21/2022	3088	Pepsi Cola	-223.37	1,462.31
Check	01/21/2022	3089	F & M Bank	-527.54	934.77
Deposit	02/07/2022			3,050.00	3,984.77
Check	02/07/2022	3092	Kool Snacks Super	-351.12	3,633.65
Check	02/07/2022	3093	Pepsi Cola	-351.01	3,282.64
Check	02/15/2022	3094	F & M Bank	-1,025.21	2,257.43
Check	02/28/2022	3098	Pepsi Cola	-287.19	1,970.24
Check	03/08/2022	3103	Kool Snacks Super	-601.92	1,368.32
Check	03/08/2022	3104	Pepsi Cola	-287.19	1,081.13
Check	03/16/2022	3106	F & M Bank	-263.60	817.53
Total Athletic	c Department Cor	ncessions		459.01	817.53
Biddy Socce	er				73.17
Total Biddy \$	Soccer				73.17
Cheerleadin	•	0000	M/ 0 1 - 1	22.22	884.26
Check	01/21/2022	3086	MK Snapshots	-20.00	864.26
Total Cheerle	eading			-20.00	864.26

Brimfield Grade School Balance Sheet Detail

Туре	Date	Num	Name	Amount	Balance
Cross Cou	ntry				1.99
Deposit	09/23/2021			996.00	997.99
Check	10/05/2021	3065	Camille's of Canton	-832.95	165.04
Check	11/09/2021	3072	Breedlove's Sportin	-100.00	65.04
Total Cross	Country			63.05	65.04
Girls Jr. Hi	gh Basketball				460.98
Total Girls .	Jr. High Basketba	all			460.98
Library Fur	nd				1,819.79
Deposit	10/18/2021			4,458.88	6,278.67
Check	10/20/2021	3066	Follett School Soluti	-4,451.66	1,827.01
Check	03/28/2022	3109	Josh Funk	-350.00	1,477.01
Total Librar	y Fund			-342.78	1,477.01
Motivation					3,113.41
Deposit	07/31/2021			0.77	3,114.18
Deposit	08/31/2021			0.65	3,114.83
Deposit	09/01/2021			103.48	3,218.31
Deposit	09/30/2021	2064	Camla Club	0.59	3,218.90
Check	10/05/2021	3064	Sam's Club	-10.12	3,208.78
Deposit	10/20/2021			146.50	3,355.28
Deposit Deposit	10/25/2021			103.91	3,459.19
General Journal	10/29/2021 11/01/2021	44R	Jamie Doering	0.64 12.00	3,459.83
General Journal	11/01/2021	44R 45R	Samantha Tyler	12.00	3,471.83
General Journal	11/01/2021	45R 46R	Katie Schmitt	6.00	3,483.83 3,489.83
Deposit	12/01/2021	401	Natie Schillitt	0.51	3,490.34
Check	12/15/2021	3080	Julie Albritton	-83.98	3,406.36
Deposit	12/31/2021	3000	Julie Albitton	0.49	3,406.85
Deposit	12/31/2021			1,000.00	4,406.85
Check	01/04/2022	3084	Julie Albritton	-110.16	4,296.69
Deposit	01/31/2022			0.52	4,297.21
Check	02/15/2022	3095	Julie Albritton	-19.08	4,278.13
Deposit	02/16/2022			105.95	4,384.08
Deposit	02/28/2022			0.50	4,384.58
Check	03/04/2022	3099	Kevin Faulkner	-40.00	4,344.58
Check	03/04/2022	3100	Amy McKinty	-20.00	4,324.58
Check	03/04/2022	3101	Jaden Shoff	-20.00	4,304.58
Check	03/08/2022	3102	Sams Club	<i>-</i> 70.16	4,234.42
Check	03/16/2022	3107	F & M Bank	-233.63	4,000.79
Deposit	03/31/2022		-	300.00	4,300.79
Total Motiva				1,187.38	4,300.79
One Classr	oom at a Time -	Savag			645.63
Total One C	lassroom at a Tin	ne - Savag			645.63
One Classro	oom at a Time -	Sneer			89.83
Total One C	lassroom at a Tin	ne - Sneer			89.83
Physical Ed	lucation				0.48
Deposit	03/10/2022			1,322.00	1,322.48
Check	03/10/2022	3105	Skatetime School P	-1,170.00	152.48
Total Physic	al Education			152.00	152.48
Relief Fund					1,313.27
Deposit	12/01/2021			500.00	1,813.27
Deposit	12/09/2021			1,700.00	3,513.27
Check	12/13/2021	3079	Lonna Sumner	-1,300.00	2,213.27
Check	01/26/2022	3090	Erin Bartlett	-40.40	2,172.87
Check	01/26/2022	3091	Julie Albritton	-55.31	2,117.56
Total Relief I	Fund		-	804.29	2,117.56
Scholastic I	Bowl				16.05
Total Schola	stic Bowl				16.05
(3.1010					, 0.30

Brimfield Grade School Balance Sheet Detail

	Туре	Date	Num	Name	Amount	Balance
	School Nurse	е				151.48
	Total School i	Nurse				151.48
	Science-Jr. H	digh				300.00
Check		09/02/2021	3056	Kevin Faulkner	-179.99	120.01
	Total Science	-Jr. High			-179.99	120.01
	Science Cam	p-Elementary				3,372.53
	Total Science	Camp-Elementa	ary			3,372.53
	Sensory Roo	m				328.17
Depos Check		09/09/2021 09/09/2021	3058	Sarah Moon	40.00 -179.60	368.17 188.57
	Total Sensory				-139.60	188.57
	Softball				100.00	300.09
	Total Softball					300.09
	Speech					44.40
	•					
	Total Speech					44.40
	Student Cour					241.50
	Total Student	Council				241.50
	Volleyball					93.97
	Total Volleyba	ıll				93.97
Check	Yearbook	09/02/2021	2055	Vovin Foulkner	EC 45	8,417.19
Deposi		09/02/2021	3055	Kevin Faulkner	-56.45 345.00	8,360.74 8,705.74
Check		11/10/2021	3073	Balfour Yearbooks	-6,061.39	2,644.35
Check		02/25/2022	3097	Kevin Faulkner	-321.99	2,322.36
	Total Yearboo				-6,094.83	2,322.36
	Activity Fund					57.05
	Total Activity F	-und - Other				57.05
	tal Activity Fund	d			-2,718.87	19,703.96
De Deposi	posit	07/31/2021		Deposit	-0.77	-614,685.53 -614,686.30
Deposi		08/31/2021		Deposit	-0.65	-614,686.95
Deposi		09/01/2021		Deposit	-103.48	-614,790.43
Deposi Deposi		09/01/2021 09/09/2021		Deposit Deposit	-800.00 -40.00	-615,590.43 -615,630.43
Deposi		09/22/2021		Deposit	-1,100.00	-616,730.43
Deposi		09/22/2021		Deposit	-345.00	-617,075.43
Deposi Deposi		09/23/2021 09/23/2021		Deposit Deposit	-996.00 -310.00	-618,071.43 -618,381.43
Deposi	it	09/30/2021		Deposit	-0.59	-618,382.02
Deposi		10/18/2021		Deposit	-4,458.88	-622,840.90
Deposi Deposi		10/20/2021 10/25/2021		Deposit Deposit	-146.50 -700.00	-622,987.40 -623,687.40
Deposi	it	10/25/2021		Deposit	-492.00	-624,179.40
Deposi		10/25/2021		Deposit	-103.91 -0.64	-624,283.31
Deposi Deposi		10/29/2021 11/16/2021		Deposit Deposit	-1,000.00	-624,283.95 -625,283.95
Deposi		11/29/2021		Deposit	-700.00	-625,983.95
Deposi Deposi		12/01/2021 12/01/2021		Deposit Deposit	-500.00 -0.51	-626,483.95 -626,484.46
Deposi		12/09/2021		Deposit	-1,700.00	-628,184.46
Deposi		12/31/2021		Deposit	-0.49	-628,184.95
Deposi:		12/31/2021 01/04/2022		Deposit Deposit	-1,000.00 -1,500.00	-629,184.95 -630,684.95
Deposi		01/12/2022		Deposit	-70.00	-630,754.95
		0.110.115				
Deposit Deposit	t	01/21/2022 01/31/2022		Deposit Deposit	-2,000.00 -0.52	-632,754.95 -632,755.47

11:14 AM 04/04/22 Accrual Basis

Brimfield Grade School Balance Sheet Detail

Туре	Date	Num	Name	Amount	Balance
Deposit	02/16/2022		Deposit	-520.00	-636,325.47
Deposit	02/16/2022		Deposit	-105.95	-636,431.42
Deposit	02/28/2022		Deposit	-0.50	-636,431.92
Deposit	03/10/2022		Deposit	-1,322.00	-637,753.92
Deposit	03/28/2022		Deposit	-520.60	-638,274.52
Deposit	03/31/2022		Deposit	-300.00	-638,574.52
Total Deposit				-23,888.99	-638,574.52
Total Checking/Savir	ngs			-26,607.86	-618,870.56
Total Current Assets				-26,607.86	-618,870.56
TOTAL ASSETS				-26,607.86	-618,870.56
LIABILITIES & EQUITY Equity Opening Bal Equity					-592,262.70 -592,262.70 7,947.14
Total Opening Bal Eq	luity				7,947.14
Retained Earnings					-600,209.84
Closing Entry	12/31/2021			-17,871.59	-618,081.43
Total Retained Earnir	ngs			-17,871.59	-618,081.43
Net Income					0.00
Total Net Income				-8,736.27	-8,736.27
Total Equity				-26,607.86	-618,870.56
TOTAL LIABILITIES & EQU	ITY			-26,607.86	-618,870.56

04/04/22 Accrual Basis

Brimfield Grade School Custom Transaction Detail Report March 2022

Type	Date	Num	Name	Memo	Account	Class	Amount	Balance
Activity Fund AD Incidental								
Deposit	03/28/2022			Deposit	AD Incidental		520.60	520.60
Check	03/28/2022	3108	A & M Products	AD Incidental Me	AD Incidental		-25.00	495.60
Total AD Incidental							495,60	495.60
Athletic Department	Concessions							
Check	03/08/2022	3103	Kool Snacks Sup	AD Concessions:	Athletic Depart		-601,92	-601.92
Check	03/08/2022	3104	Pepsi Cola	AD Concessions:	Athletic Depart		-287.19	-889_11
Check	03/16/2022	3106	F & M Bank	AD Concessions	Athletic Depart		-263.60	-1,152.71
Total Athletic Departr	ment Concessions						-1,152,71	-1,152.71
Library Fund								
Check	03/28/2022	3109	Josh Funk	Library - K-4 virtu	Library Fund		-350.00	-350,00
Total Library Fund							-350,00	-350.00
Motivational Fund								
Check	03/04/2022	3099	Kevin Faulkner	Motivation - Sup	Molivational Fund		-40.00	-40.00
Check	03/04/2022	3100	Amy McKinty	Motivation: Supe	Motivational Fund		-20.00	-60.00
Check	03/04/2022	3101	Jaden Shoff	Motivation: Supe	Motivational Fund		-20.00	-80,00
Check	03/08/2022	3102	Sams Club	Motivational - mi-	Motivational Fund		-70_16	-150,16
Check	03/16/2022	3107	F & M Bank	Motivation: lunch	Motivational Fund		-233,63	-383,79
Deposit	03/31/2022			Deposit	Molivational Fund		300.00	-83,79
Total Motivational Fur	nd						-83,79	-83,79
Physical Education								
Deposit	03/10/2022			Deposit	Physical Educat		1,322,00	1,322,00
Check	03/10/2022	3105	Skatetime School	Phyical Educatio	Physical Educat		-1,170.00	152.00
Total Physical Educat	lion						152.00	152.00
Total Activity Fund							-938.90	-938.90
Deposit								
Deposit	03/10/2022		Deposit	dep#1204 Physic	Deposit	Physical	-1,322,00	-1,322,00
Deposit	03/28/2022		Deposit	dep#1205 AD Inc	Deposit	AD Incid	-520,60	-1,842.60
Deposit	03/31/2022		Deposit	dep Motivation A	Deposit	Motivation	-300.00	-2,142,60
Total Deposit							-2,142,60	-2.142.60
Expense Account							_,	,
Check	03/04/2022	3099	Kevin Faulkner	Molivation - Sup	Expense Account	Molivation	40.00	40.00
Check	03/04/2022	3100	Amy McKinty	Motivation: Supe	Expense Account	Motivation	20.00	60.00
Check	03/04/2022	3101	Jaden Shoff	Motivation: Supe	Expense Account	Motivation	20.00	80.00
Check	03/08/2022	3102	Sams Club	Motivational - mi	Expense Account	Motivation	70 ₋ 16	150-16
Check	03/08/2022	3103	Kool Snacks Sup		Expense Account	athletic		
Check		3103		AD Concessions:			601.92	752.08
Check	03/08/2022		Pepsi Cola	AD Concessions:	Expense Account	athletic	287.19	1,039.27
	03/10/2022	3105	Skatetime School	Phyical Educatio	Expense Account	Physical	1,170,00	2,209.27
Check	03/16/2022	3106	F & M Bank	AD Concessions	Expense Account	athletic	263,60	2,472,87
Check	03/16/2022	3107	F & M Bank	Motivation: lunch	Expense Account	Motivation	233,63	2,706,50
Check Check	03/28/2022	3108	A & M Products	AD Incidental Me	Expense Account	AD Incid	25.00	2,731,50
	03/28/2022	3109	Josh Funk	Library - K-4 virtu	Expense Account	Library	350.00	3,081.50
Tolal Expense Account							3,081.50	3,081.50
AL							0.00	0.00