

Exhibit A
Sample Property Value Guarantee Agreement

This Property Value Guarantee Agreement (“Agreement”) made and entered into on this ___ day of ____, by and between _____ (the owner and/or operator of the WECS), having its principal offices at _____ (“Guarantor”) and _____, residing at _____ Illinois (“Property Owners”).

R E C I T A L S

WHEREAS, Property Owners own eligible Property as described herein (“Property”), that Property having the legal description as follows:

[INSERT LEGAL DESCRIPTION OF NON-PARTICIPATING PROPERTY
WITHIN A ONE-MILE RADIUS OF ANY WIND TOWER, AS MEASURED
FROM THE BASE OF A WIND TOWER AT GROUND LEVEL TO THE
FOUNDATION OF A RESIDENCE]

WHEREAS, Guarantor has been granted a Special Use Permit by DeKalb County Ordinance# _____ for the construction and operation of a WECS on properties located in unincorporated DeKalb County, Illinois [“_(Project name)_”];

WHEREAS, Guarantor desires to alleviate concerns about the preservation of Property values of property located in proximity to the (PROJECT NAME), specifically within a mile of any wind tower; and

WHEREAS, Property Owners are desirous of preserving equity in the Property, by ensuring that if the Property described herein is sold at a price less than the ASKING PRICE as a result of proximity to the (PROJECT NAME), as determined by the procedures contained herein, the Guarantor will guarantee payment to the Property Owners of such difference;

IT IS HEREBY AGREED AS FOLLOWS:

1. EFFECTIVE DATE OF AGREEMENT. This Agreement shall become effective and binding on Guarantor when signed by both parties. Notwithstanding the foregoing, if an administrative agency or court of competent jurisdiction rules or holds that the permit issued by DeKalb County for (PROJECT NAME) has been in excess of or in violation of said governmental body’s authority or otherwise unlawful, then Guarantor’s obligations under this Agreement shall be null and void.

2. ELIGIBILITY: EXERCISE OF GUARANTEE. Property that is within a mile of the base of any wind tower that is part of (PROJECT NAME) is covered by this guarantee, to the extent developed on _____, the date DeKalb County signed Ordinance No. _____ approving the (PROJECT NAME) (“Ordinance Date”). Owners of such Property who were owners of record as of the Ordinance Date (“Property Owners”), or their legitimate heirs or assigns as described in Paragraph 13, are eligible to exercise this guarantee. In the event that the Property Owners wish to sell their eligible Property, and exercise the guarantee set out in this Agreement, they shall notify Guarantor of same in writing by certified mail and thereafter they shall make a good faith effort to sell said Property by entering into a listing contract with a licensed real estate broker pursuant to the terms herein.

3. QUALIFIED PROFESSIONAL APPRAISER. For the purposes of this Agreement, a “qualified professional appraiser” shall mean a person who is licensed by the State of Illinois, not related to the Property Owners, who is not an employee or contractor of _____ (owner and/or operator of the WECS) or its affiliates and does not otherwise have a business relationship with _____ (owner and/or operator of the WECS) or its affiliates, and who is a member of at least one national appraisal association. All appraisal reports shall conform to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

4. AGREED TO ASKING PRICE. The ASKING PRICE is the value of the Property at the time the Property Owner decides to sell. The ASKING PRICE of the Property may be mutually agreed to by the Property Owners and the Guarantor. The ASKING PRICE may be mutually amended by the Property Owners and Guarantor at any time, subject to agreement.

5. DETERMINATION OF ASKING PRICE BY APPRAISAL. If the parties are unable to agree on the ASKING PRICE of the Property prior to the Property Owner listing the Property for sale, then the Guarantor shall hire, at its expense, a qualified professional appraiser, and shall notify Property Owner of such appraiser. If the Property Owner objects to the Guarantor’s choice of appraisers, it shall state those objections, in writing, within thirty (30) days of the notification of the choice of appraisal, to Guarantor. In the event Property Owner reasonably objects, the Guarantor shall choose another qualified professional appraiser, and proceed as described below.

When a qualified professional appraiser is hired pursuant to this Paragraph 5, he or she shall be instructed to determine the fair market value (which will become the ASKING PRICE) of the Property as follows:

- a. Assume that no WECS or commercial wind tower was located within one mile of the Property;
- b. Utilize comparable property, developed as the Property was developed as of the Ordinance Date and located a sufficient distance away from (PROJECT NAME) so that, in the opinion of the appraiser, the selling price of that property was not influenced by the presence of (PROJECT NAME);
- c. Utilize comparable property, located approximately the same distance from major population centers (such as DeKalb) so that in the opinion of the appraiser the selling price of the comparable property was not influenced by its closer proximity to new or existing population centers.

- d. Establish a fair market value which is based upon the Property as developed on the Ordinance Date (without considering any development, including new structures, after the Ordinance Date);
- e. Prepare a full narrative appraisal, which conforms to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- f. Prepare the appraisal in full compliance with any and all state standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards and regulations which conflict with these instructions; and
- g. The appraiser shall note the condition of the premises, both interior and exterior, at the time of the appraisal.

If Property Owner and Guarantor accept the appraised value, then such value shall constitute the ASKING PRICE, and the Property Owners shall offer the above-described Property for sale at no less than that price.

If either the Property Owner or the Guarantor does not accept the appraised value, the non-accepting party may retain a second qualified professional appraisal, of its choice, who shall not be made aware of the first appraised value and who shall determine the fair market value of the above-described Property on the basis of Paragraph 4 (a) through (g) above. If both parties do not accept the original appraisal, they shall agree to the second qualified professional appraiser and split the costs. In the event a second appraised value is obtained pursuant to this paragraph is within fifteen percent (15%) of the first appraisal, the ASKING PRICE shall be the arithmetic average of the original appraised value and the second appraised value, unless the Guarantor or the Property Owner is unsatisfied with such value.

In such event, the first two appraisers shall hire a third qualified professional appraisal, at the sole expense of the Guarantor or the Property Owner, whichever is unsatisfied, unless both parties are unsatisfied in which case the expense shall be equally shared, who shall not be made aware of either the first or second appraised values, and who shall determine the fair market value of the above-described Property on the basis of Paragraph 4 (a) through (g) above. The ASKING PRICE will then be the arithmetic average of the three appraised values within fifteen percent (15%) of each other and if none are within fifteen percent (15%) of each other the third appraisal shall conclusively determine the ASKING PRICE for the purpose of this Agreement.

6. LISTING WITH BROKER. Property Owners shall utilize the services of a real estate broker who shall be licensed in Illinois, shall not be related to the Property Owners and, shall be a member of the Board of Realtors Multiple Listing Exchange, unless these requirements are waived by the Guarantor upon the request of a Property Owner. Property Owners shall give Guarantor notice of the broker with whom they wish to contract and shall obtain Guarantor's approval of said broker. Guarantor will not unreasonably withhold such approval. If the Guarantor objects to the Property Owners' choice

of brokers, it shall state those objections, in writing, to Property Owners. In the event Guarantor reasonably objects, the Property Owners shall choose another broker, and proceed as described above. As sellers of the Property, Property Owners shall be responsible for the broker's fee. Nothing herein shall prevent the Property Owner from marketing the Property at a value higher than the ASKING PRICE as determined herein.

7. TERM OF LISTING. Property Owners shall list the Property, at the ASKING PRICE as determined in Paragraphs 4 or 5 above, or at a higher value. During the listing term, Property Owners shall accept any offer of purchase for the ASKING PRICE, or any offer of purchase otherwise acceptable to the Guarantor

Said listing contract shall provide: (a) that the broker shall list the Property in the multiple listing exchange; (b) that the Property will be so listed until the occurrence of either the (i) sale of the Property or (ii) expiration of a period of 180 days; (c) that the broker shall not be entitled to any commission after the expiration of the listing contract.

The Property Owners shall cooperate with the broker in obtaining a purchaser pursuant to the terms set forth in the listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to the said terms.

8. OFFERS TO PURCHASE. The Property Owners shall accept any offer of purchase for the ASKING PRICE and, in such event, Guarantor will have no liability to Property Owners. Property Owners shall provide the Guarantor with written notification of every Offer to Purchase that they receive for the Property and agree, for a period of 180 days, not to accept any offer below the ASKING PRICE without the express and written approval of the Guarantor. In no event shall the Property Owners entertain anything other than good faith, bona fide offers of purchase.

9. GUARANTOR'S CONSENT TO PURCHASE. Guarantor shall have the right to make counter offers on any offers of purchase which are below the ASKING PRICE, said counter offer to be tendered to the purchaser within thirty (30) days of notification by the Property Owner of the offer of purchase. In the event the purchaser accepts any such counter offer made or requested by the Guarantor, or in the event the Guarantor otherwise consents to a sale of the Property below the ASKING PRICE, the Guarantor shall pay the Property Owners, at closing, the difference between the ASKING PRICE and the sales price so established.

10. SALE WITHOUT GUARANTOR'S CONSENT. If the Property Owners have not received an offer of purchase at the ASKING PRICE within 180 days of listing the Property for sale, or the Guarantor has not consented to the sale of the Property below the ASKING PRICE, the Property Owners may sell the Property at the highest offer of purchase still pending or at the next good faith bona fide offer to purchase. It shall notify the Guarantor, in writing, of its intention to accept such offer.

11. PROPERTY OWNER'S CLAIM.

- a. If the Property has sold for less than the ASKING PRICE, as determined herein, and Property Owner reasonably believes that the reason for such lowered value is because of the Property's proximity to (PROJECT NAME), it shall make a claim to the Guarantor, requesting payment for the difference between the ASKING PRICE and the sales price. Within thirty (30) days of such request, Guarantor shall pay the Property Owner the difference unless Guarantor, within that time, has invoked the procedures set forth in Paragraph 12.
- b. If the Property Owner has not received an offer of purchase at the ASKING PRICE after 180 days of listing the Property for sale, the Property Owner may retain a qualified professional appraiser to determine whether the lack of purchase offers is due to the presence of (PROJECT NAME). If the appraiser so concludes, Guarantor shall, within thirty (30) of notification in writing of the appraiser's determination, purchase the Property for the ASKING PRICE, unless Guarantor, within that time, has invoked the procedures set forth in Paragraph 12.

12. GUARANTOR APPEAL. Within thirty (30) days of receipt of any claim from Property Owner pursuant to Paragraph 11 above, if Guarantor has a reasonable good faith belief that the difference in value between the ASKING PRICE and purchase price, or that the lack of offers to purchase the Property at the ASKING PRICE during the 180 days of the property being on the market, was not attributable to the Property's proximity to (PROJECT NAME), it shall simultaneously notify the Property Owners, by certified letter, and the DeKalb County Zoning Administrator, also by certified letter. Within thirty (30) days of the Property Owner's receipt of such notice, the Guarantor shall retain an independent appraiser, subject to the approval of the DeKalb County Zoning Administrator, at Guarantor's expense, for the purpose of making a determination of whether (and to what extent) the difference in value between the ASKING PRICE and the actual sales price, or to confirm the determination by the Property Owner's appraiser that the lack of offers at the ASKING PRICE, was caused by factors other than (PROJECT NAME). If there is disagreement between the two appraisers as to the effect of (PROJECT NAME) on the sale price or lack of offers at the ASKING PRICE, the two appraisers shall hire a third qualified appraiser, to be paid for by the Guarantor, whose determination as to the effect of (PROJECT NAME) on the sale or lack of offers to purchase the Property, shall be binding. To the extent the difference in value is determined to be caused by other than (PROJECT NAME), the difference between the ASKING PRICE and the sales price which is guaranteed shall be reduced.

13. TERMINATION OF GUARANTOR'S OBLIGATIONS. This Agreement shall terminate and Guarantor shall have no obligation to guarantee the purchase price once the wind tower within a mile of the Property is decommissioned and demolished, or operations at (PROJECT NAME) have been permanently terminated as the result of an order, judgment, or decree issued by a federal, state, or local agency, court, or unit of government having jurisdiction under administrative code, statute, law, or ordinances.

14. ASSIGNMENT OR TRANSFER. Neither this Agreement nor the rights under it may be assigned, conveyed, or otherwise transferred by Property Owners. The guarantee given by Guarantor to

guarantee the Property value and to purchase the Property is personal, and does not run with the land; however, said Agreement shall inure to the benefit of the Property Owners, their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as described in Paragraph 13.

15. APPLICATION OF LAW; DISPUTES. This Agreement shall be construed consistent with law in the State of Illinois. Disputes concerning the application or terms of this Agreement shall be subject to the circuit court jurisdiction of DeKalb County.

GUARANTOR:

ATTEST:

_____(owner and/or operator of the WECS)____

By _____

Its: _____

Its: _____

DATE: _____

PROPERTY OWNERS:

WITNESS:

DATE: _____