

## OPTION AND LEASE AGREEMENT

This Option and Lease Agreement (“**Agreement**”), dated as of the 16th day of June, 2025 (“**Effective Date**”), is entered into by and between, **Alder Drive, LLC**, an Illinois limited liability company (“**Lessor**”) and **Douglas Family Butterfly Garden and Solar Farm**, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee may be referred to hereto individually as a “**Party**,” or together, the “**Parties**.”

### Recitals

A. Lessor owns certain real property located in Kane County, Illinois consisting of approximately 34.47 acres more particularly described on Exhibit A attached hereto, including, without limitation, easements and rights in, over, under and through such property (the “**Property**”).

B. Subject to further due diligence and achieving certain development milestones, Lessee is interested in constructing a solar photovoltaic electric generating facility designed to produce electricity and deliver such electricity to the electric interconnection point, including without limitation all of the following: installation equipment; generation facilities, including inverters, fuses, transformers, wiring and output breakers; facilities necessary to connect to the electric interconnection point; protective and associated equipment; battery energy storage facilities; and other improvement reasonably necessary for the construction, operation, monitoring and maintenance of the foregoing (the “**Improvements**” and collectively, the “**Generating Facility**”) on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Defined Terms and Incorporation of Recitals. The Parties hereby incorporate the Recitals set forth above in full as a part of this Agreement. Capitalized terms shall have the meanings set forth herein.

2. Grant of Option Right.

2.1. Lessor hereby grants to Lessee the exclusive right and option to lease all of the Property and acquire the Easements (as defined below) (the “**Option**”) on the terms and conditions in this Agreement. Lessor shall allow Lessee to cross the access areas at reasonable locations at any time in order to access separate areas of the Leased Lands. Lessor shall grant or permit no license, easement, option, leasehold, or other right in or affecting the Property or any right related thereto, nor undertake or permit any third party to undertake any activities on the Property without Lessee’s written consent, which consent shall not unreasonably be withheld, other than, during the Option Term (defined below) those activities related to Lessor’s grain or bee farming activity, including farming by 3<sup>rd</sup> party tenants, shall be permitted. By executing this Agreement, Lessor acknowledges that (a) Lessor has the full power and authority to enter into and perform its obligations under this

Agreement and (b) Lessor holds fee simple title to the Property and is the sole owner of the Property.

2.2. Within fifteen (15) days following the Effective Date, Lessor shall make available to Lessee documentation reasonably evidencing the authority of Lessor (and the person executing this Agreement on behalf of Lessor) to enter into this Agreement, and copies of all leases, contracts, studies, reports, maps, surveys, litigation documentation, correspondence and any other materials which Lessor knows to be in Lessor's possession or reasonable control and knows to be material to evaluating the Property, including, without limitation, the following documents (collectively, "**Property Documents**"): (a) any and all leases, licenses or other documents referencing a right to occupy, farm or mine the Property; (b) copies of documents creating liens against the Property; (c) all soils, seismic, environmental and toxics studies, reports, surveys and assessments, and all documents, correspondence, applications, permits and other communications to or from any government agency in connection with any Hazardous Materials (as hereinafter defined) or any environmental condition of the Property, including any underground storage tanks; (d) title reports, title policies and copies of title exceptions; and (e) information regarding water rights and existing wells. Lessor hereby grants Lessee the right during the Option Term (defined below) to conduct such investigations, examinations, inspections and review of the Property including, without limitation: (a) reviewing the condition of title, any lease or sublease affecting the Property, and any contract or other commitment with respect to the Property; (b) tax and appraisal issues; (c) preliminary construction issues; (d) conducting studies of solar radiation, solar energy and other meteorological data (e) conducting soils tests and studies, environmental, endangered/threatened species and archaeological assessments and surveys; (f) investigating and pursuing land use, permitting and energy development regulatory matters; and (g) performing drilling, excavation and other geotechnical activities in and under the Property (including its soils, subsurface and improvements), all of the foregoing as Lessee shall deem appropriate or desirable. Lessee shall indemnify, defend and hold Lessor harmless with respect to any injury to any person, damage to the Property, and damage to the property of others that may arise as a result of any conduct related to Lessee's investigations, examinations, inspections, testing, and review of the Property by Lessee or its agents. Lessee and its agents shall not conduct any invasive environmental investigations until Lessor has been first provided with reasonably acceptable certificates of insurance from the contractors retained to conduct such investigations. At the conclusion of its due diligence investigations, Lessee shall, at Lessee's cost, restore the Property to its condition existing prior to Lessee's investigation. This provision shall survive the termination or expiration of this Agreement.

2.3. Notwithstanding Lessor's grant of the Option to Lessee, until Lessee sends an Exercise Notice (defined below) or otherwise notifies Lessor that construction will commence during a farming season, Lessor may continue to occupy or lease the Property for agricultural use, provided the term of any such lease shall be no more than one year. During such time Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the Property. During

the Option Term, Lessee shall endeavor to provide notice to Lessor prior to entering upon the property, such notice may be written, telephonic or electronic.

2.4. During the Option Term, Lessee shall have the right, in its sole discretion, to divide the Agreement into two (2) or more separate option and lease agreements if such division is desired or required for the development of the Generating Facility. If Lessee elects to divide the Agreement into two (2) or more separate option and lease agreements, then Lessor shall, within twenty (20) days after written request from Lessee, and without any additional consideration, bifurcate this Agreement by entering into and delivering to Lessee two (2) stand-alone new agreements (which shall supersede and replace this Agreement) that provide Lessee with separate options in different portions of the Property, as designated by Lessee. Each of such new agreements shall: (i) specify the portion(s) of the Property to be covered thereby (and the term "Property", as used therein, shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement; (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Lessee may designate (but only to the extent permitted in this Agreement); (v) require payment to Lessor of only an acreage-proportionate part of the amounts hereof, provided, however, that all payments as specified in this Agreement shall not be diminished or delayed as a result of the proposed bifurcation; (vi) be in the name of such entity or person as the Lessee shall determine and designate; (vii) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property; and (viii) each lessee under each new stand-alone lease shall only have liability for obligations under its respective new stand-alone Agreement and shall not have any liability for any obligations under other new stand-alone lease to which it is not a party. Further, in the event of an uncured default by the Lessee (or its designated other entity or person) under any such new agreement, such default shall not affect, or cause a termination of, any other such new lease or any rights or interests granted to the Lessee or its other designee under such other new lease. For avoidance of doubt, it is agreed that in the event the lease is bifurcated into two separate leases as contemplated in this paragraph, the payments due to the Lessor by the two Lessees shall be equal to the payments due under this Lease by the original Lessee and shall be payable simultaneously so that the Lessor receives the identical financial benefits as set forth herein (amount and timing) in two separate payments.

2.5. Notwithstanding anything herein to the contrary, in the event during the Option Term Lessor determines in its sole and absolute discretion that the Property is unsuitable for the Generating Facility, Lessor shall within fifteen (15) days of making such determination terminate the Option by providing Lessee written notice of such determination (the "**Viability Termination**"). Such termination shall be without penalty to Lessee, and Lessee and Lessor shall be released from all obligations hereunder as of the date of such termination, and no further amounts shall be due by Lessee hereunder. In addition, in the event that the Lessee receives notice from the electric utility to which the project will connect that there is or is not

sufficient capacity to connect this project to the existing substation (or any other substation to be constructed), the Lessee will use commercially reasonable efforts to notify the Lessor of said determination within fifteen (15) days of receipt of any such notice.

2.6. During the Option Term, Lessee shall use commercially reasonable efforts to (i) within thirty (30) days of the Effective Date, submit an initial interconnection application to ComEd for the Generating Facility, and (ii) within two hundred forty (240) days of the Effective Date, submit an initial application for a special use permit to Kane County.

2.7. Landscape Plan Approval. Notwithstanding anything herein to the contrary, within sixty (60) days following the Effective Date of this Agreement, Lessor and Lessee shall negotiate in good faith to develop and agree in writing to a mutually acceptable landscape plan for the Generating Facility (the "**Landscape Plan**"). The Landscape Plan must be expressly approved in writing by both Lessor and Lessee within such sixty (60) day period. If, for any reason, the parties do not reach written agreement on a mutually acceptable Landscape Plan within sixty (60) days of the Effective Date, this Agreement shall automatically terminate and be of no further force or effect, and neither party shall have any further rights or obligations hereunder. For the avoidance of doubt, in the event the Agreement terminates pursuant to this provision, Lessee shall have no obligation to pay, and Lessor shall have no right to receive, the Independent Consideration or any other payment under this Agreement.

3. Option Term. The term of the Option (the "**Option Term**") shall commence on the Effective Date and shall continue until 11:59 P.M. on the [REDACTED] after the Effective Date, unless earlier terminated or exercised in accordance with the terms hereof. Lessee may elect to extend the Option Term, in its sole discretion, for an additional [REDACTED] [REDACTED]. Lessee may terminate the Agreement for any reason during the Option Term, without penalty or payment or further liability, by written notice from Lessee to Lessor. During the Option Term, Lessee shall provide reasonable advance written notice to Lessor prior to any drilling or excavation and Lessor shall have the right to observe, subject to any reasonable safety measures imposed by Lessee or its contractor, such activities. If the Option has not been exercised prior to the end of the Option Term, this Agreement shall automatically terminate. Upon the exercise of the Option, the expiration of the Option Term, or any time at which Lessee determines it will not exercise the Option, Lessee shall, without representation or warranty as to accuracy or completeness, and subject to redaction to protect Lessee's confidential and commercially sensitive information, deliver to Lessor due diligence materials relating to the Property including but not limited to surveys, wetland delineations, topographic studies or survey, drainage maps or studies, and engineering reports, but only if said due diligence materials are first offered by Lessee and their receipt is agreed to by Lessor.

4. Consideration for Option. In consideration of the Option, Lessee [REDACTED] [REDACTED] on or before sixty (60) days from the Effective Date, provided that the parties have mutually agreed in writing to the Landscape Plan within such sixty (60) day period pursuant to Section 2.7 (the "**Independent Consideration**"). Thereafter, if

Lessee elects to extend the initial Option Term or subsequent [REDACTED] extended Option terms, then Lessee shall pay an additional option payment [REDACTED] [REDACTED] (the "Option Payment") for the first (1<sup>st</sup>) Option Term extension and Lessee shall pay additional Option Payments [REDACTED] [REDACTED] for the second (2<sup>nd</sup>) Option Term extension. Each Option Payment shall be made on or before the corresponding "Due Date" set forth on the table below. Lessee may terminate this Agreement and the Option in its sole discretion at any time during the Option Term by written notice to Lessor, and shall have no obligation to pay any Option Payment that would otherwise be due after the date of such termination, provided that Lessee shall timely pay to Lessor any unpaid Option Payments, if any, that became due prior to the date of the termination by Lessee. Notwithstanding anything herein to the contrary, the Independent Consideration and all Option Payments made thereafter shall be fully earned when paid and shall be non-refundable in all events. For avoidance of doubt, payments shall be due as follows:

Payment Type	Amount Due	Due Date
Independent Consideration	[REDACTED]	On or before sixty (60) days after the Effective Date, subject to and pursuant to Section 2.7
1 <sup>st</sup> Option Payment	[REDACTED]	One (1) Year Anniversary of the Effective Date
2 <sup>nd</sup> Option Payment	[REDACTED]	Two (2) Year Anniversary of the Effective Date

5. Non-Disturbance Agreements. As soon as practicable following the Effective Date Lessor shall, at its sole effort and expense, use reasonable efforts to obtain a non-disturbance agreement ("NDA") in favor of Lessee from any third party who now has an interest in the Property or the Leased Lands, including without limitation, any lenders to Lessor, in a form attached as Exhibit C. Additionally, prior to granting an interest in the Property to any third-party in the future, Lessor shall use reasonable efforts to obtain an NDA in favor of Lessee.

6. Exercise of Option; Lease. Lessee may exercise the Option as to the Property at any time during the Option Term by delivering to Lessor a notice of exercise (the "Exercise Notice"). The Exercise Notice shall identify (with a legal description, plat or survey) the Property as to which Lessee is exercising the Option, the locations of any Easements (as defined below) and shall specify the date for commencement of the Lease Term (the "Lease Commencement Date"), which shall be within thirty (30) days of the date of the Exercise Notice. Subject to receipt of the Exercise Notice, Lessor hereby leases and grants to Lessee, for the Lease Term (as defined below), the exclusive rights to the Leased Lands together with all right, title and interest of Lessor in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate and maintain the Generating Facility for the generation, storage and distribution of electrical power. If Lessee notifies Lessor between March 1 and November 30 that it will send the Exercise Notice in that calendar year, or Lessee otherwise destroys crops in conducting its due diligence, and Lessee or an agricultural tenant has already planted, but not yet harvested, crops on the Property, Lessee shall pay a crop loss payment to Lessor in the amount of [REDACTED] [REDACTED] [REDACTED]

7. Lease Term and Termination; Removal.

7.1. The term of the Lease shall begin on the Lease Commencement Date and continue for **[REDACTED]** from the Commercial Operation Date (the “**Lease Term**”), unless earlier terminated as set forth herein. Lessee may terminate the Lease and this Agreement at any time during the Development Period (as defined below) in its sole discretion for any reason. Such termination shall be effective upon Lessee sending written notice thereof to Lessor, or at such other date identified in the notice.

7.2. If this Agreement expires or is terminated, Lessee shall decommission and remove the Generating Facility and any ancillary structures, including but not limited to access roads, staging areas, maintenance yards, construction debris, transformers, and components and repair any damage caused to the Leased Lands by the installation or removal of the Generating Facility or any ancillary structures, at Lessee’s sole expense. Lessor agrees that unless Lessor desires to keep any of the Leased Lands as they are at the end of the Lease Term, Lessee’s obligations in this paragraph include removal of all improvements constituting the Generating Facility and repair of any damage caused to the Leased Lands by Lessee, including, but not limited to, removal of any foundations or other structures embedded up to five feet (5’) beneath the surface of the Leased Lands and an obligation to regrade the Leased Lands to the original contour of the Leased Lands, removal of all stormwater collection storage and drainage to the extent permitted by law, and removal of all fencing and landscape buffers. Lessee shall complete its removal obligations as set forth herein at its sole cost and expense on or before the date that is six (6) months after the termination or expiration of this Agreement, and Lessor shall continue to provide Lessee and its contractors with reasonable access to the Leased Lands related to the removal obligations during such period. If Lessee fails to complete its removal obligations within such period, Lessee shall be deemed to have abandoned the remaining portion of the Generating Facility and Lessor shall have the right, in its sole discretion, to complete removal thereof in accordance with this paragraph, in which case Lessee shall reimburse Lessor for the actual costs and expenses of removal and restoration incurred by Lessor. Lessee shall continue to pay Operating Period Rent (defined below) until the Generating Facility is decommissioned and the removal obligations have been fully completed in accordance with this Section.

7.3. Surrender. Upon any termination, surrender, or expiration of this Agreement, Lessee shall remove all of Lessee’s Improvements unless otherwise requested in writing by Lessor as provided in §7.2, and shall peaceably deliver up to Lessor possession of the Leased Lands, and other rights granted by this Agreement, and shall execute, at Lessor’s request, any and all documents needed to record or evidence such termination with the appropriate governmental agency. Beginning on the Lease Commencement Date and continuing through the term of the Lease, Lessee shall remain in possession of the entire Property and shall not abandon all or any portion of the Property, and Lessee shall continue to perform the obligations provided in this agreement including but not limited to, maintaining the entire Property, insuring the entire property, and paying property taxes on the entire Property.

7.4. Restoration. Within six (6) months after any termination, surrender, or expiration of this Agreement (the “**Decommissioning Period**”), Lessee at its sole cost and expense, shall decommission the Generating Facility and applicable Improvements, in accordance with Section 7.2. Lessee shall restore the Property to the condition substantially similar to that as it existed at the inception of this Agreement and shall repair any damage to the Property as a result of any removal of Lessee’s Improvements (“**Restoration**”). Restoration shall include the repair of any underground or above ground drainage structures or systems to a condition substantially similar to that as it existed at the inception of this Agreement. As part of Restoration, Lessee shall take reasonable steps to insure that topsoil is replaced on the surface of the Property and not subsoil.

7.5. Prior to commencing construction of the Generating Facility, Lessee shall: (a) have prepared by an independent professional engineer, a detailed cost estimate identifying the costs to fully decommission the Generating Facility and return the Property to the condition required by this Section 6 and the AIMA (as defined in section 33 below) and provide a copy of such estimate to Lessor; (b) post a bond or other financial security, in a form and with a surety or insurer that is commercially reasonable with Lessor identified as a beneficiary thereof, in an amount as required by the AIMA (the “**Financial Assurance**”). The primary purpose of the bond or Financial Assurance shall be to secure Lessee’s Restoration obligations in the amount of the decommissioning cost estimate, and (c) provide evidence of such Financial Assurance in writing to Lessor. Lessee shall maintain such Financial Assurance in full force and effect throughout the Lease Term and until Lessee’s Restoration obligation is complete and has been accepted by Lessor and acknowledged in writing as provided in §7.5(c)(ii). The terms and conditions of decommissioning process and Financial Assurance are further provided as follows:

(i) The County, municipality, or Lessor may, but is not required to, reevaluate the estimated costs of Restoration after the tenth anniversary, and every five years thereafter, of the Lease Commencement Date. Based on any reevaluation, the County, municipality, or Lessor may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described above required from the Lessee to the extent the estimated costs of Restoration have changed from the original estimate. If Lessee fails to timely complete its Restoration obligations, then Lessor may take all appropriate actions for decommissioning including drawing upon the Financial Assurance.

(ii) Lessor shall be provided notice of the completion of the Restoration prior to the release of the Financial Assurance and Lessee’s obligations hereunder. During that thirty-day (30) period following Lessor’s receipt of notice of completion of Restoration, Lessor shall have the opportunity to inspect the Property to confirm in writing that all Restoration requirements have been met.

(iii) If the terms of the AIMA are contrary to anything in this Section 7.5, the more strict terms between this Section 7.5 and the AIMA shall control. For clarity, this Agreement requires Financial Assurance to be posted in an amount greater and earlier than required by the AIMA, and such terms in this Agreement shall govern over the less strict terms of the AIMA.

8. Base Rent and Payment Terms for Rent. During the Lease Term, Lessee shall pay rent to Lessor (the “**Rent**”) at the times and in the amounts set forth below:

8.1. Development Period. For the period (the “**Development Period**”) commencing on the Lease Commencement Date and continuing through and expiring on the date that is the earlier of (i) one (1) year following the Lease Commencement Date and (ii) the occurrence of the “commercial operations date” under the applicable power purchase agreement or offtake agreement entered into by Lessee for the Generating Facility (the “**Commercial Operations Date**”), Lessee shall pay to Lessor Rent at [REDACTED] per acre, payable in equal monthly installments (the “**Development Period Rent**”) in advance on the first day of each calendar month during the Development Period.

8.2. Operating Period. Commencing on the expiration of the Development Period and continuing for the remainder of the Lease Term (the “**Operating Period**”), Lessee shall pay Rent to Lessor [REDACTED] [REDACTED] (the “**Operating Period Rent**”), payable annually in advance of each anniversary of the Commercial Operations Date and each anniversary of the Commercial Operations Date thereafter during the Lease Term, the Operating Period Rent [REDACTED] [REDACTED] of the most recently effective Operating Period Rent annually. The amount of Operating Period Rent for any partial year shall be prorated using a three-hundred sixty-five day period for any partial year.

8.3. Form of Payment. All payments of Rent to Lessor shall be made either in the form of a certified check or money order payable to Lessor and delivered to Lessor at Lessor’s address for notices set forth herein, or by wire transfer of immediately available funds to the account designated by Lessor by written notice to Lessee, as directed by Lessor.

8.4. Battery Storage Rent. In the event that any of the Leased Lands are used for battery storage at any time during the term of this Lease, Rent for any such portion of the that the battery storage is located will be at the rate of [REDACTED] [REDACTED] [REDACTED] and the rent payments will be adjusted accordingly. Lessee agrees that it will notify the Lessor of any such use on a timely basis and will take all steps reasonably necessary to mitigate any environmental risks associated with battery storage on the Leased Lands.

9. Generating Facility Activities. In order to permit the installation and operation of the Generating Facility on the Leased Lands, at no cost or expense to Lessor, the Lessor shall agree

to all reasonably necessary approvals for the Generating Facility, at the discretion of the Lessee, and the Lessee will have the right to enter and occupy all of the portions of the Leased Lands as needed to install, operate to its maximum efficiency, maintain, replace and have access to the Generating Facility. In addition, at no cost or expense to Lessor, Lessor shall agree to execute any documents and cooperate with Lessee in order for the Lessee to engage in the production, transmission, reception, processing, distribution, and sale of electricity, net metering credits and environmental attributes or switching of electricity through wires, cables, panels or other improvements on or within the Leased Lands (the “**Generating Facility Activities**”) and to assure that its occupancy of the Leased Lands is not materially disturbed for the duration of the Lease Term by Lessor or anyone acting on Lessor’s behalf, so long as Rent is paid and Lessee is not in default of this Lease or in violation of any law, regulation, or ordinance. Without limiting the foregoing, Lessor shall fully cooperate with the obtaining by Lessee, at Lessee’s sole expense, of all licenses, permits or authorizations required for Lessee’s use of the Leased Lands from all applicable government and/or regulatory entities (collectively, “**Governmental Approvals**”) and the securing by Lessee of any amendments to this Agreement that are reasonably necessary to accommodate the Generating Facility or to facilitate an assignment pursuant to Section 15.1. Lessor agrees and acknowledges that any amendment to the Agreement pursuant to this Section 9 that does not materially increase any obligation or materially decrease any right of Lessor hereunder shall not result in adjustment of the Rent unless otherwise required under this Agreement. Lessor authorizes Lessee and its Affiliates to reasonably act with the consent of Lessor as the owner of the Property for submission of applications and related plans, documents and recordings, and to appear before boards and other officials, with respect to obtaining approvals for the Generating Facility, and shall reasonably execute authorization letters to that effect.

10. Easements and Rights of Way. Subject to receipt of the Exercise Notice, Lessor hereby agrees to grant, as reasonably necessary for operation of the Generating Facility, to the applicable utility company, its employees, agents, representatives, contractors, subcontractors, invitees and utility providers, at no additional cost, the following easements (the “**Easements**”): (i) a non-exclusive, appurtenant easement on, over, under, across and through the Property for the Lease Term in the locations designated by Lessee in the Exercise Notice, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove at all times, utility and communication infrastructure, including without limitation poles, supporting towers, guys and anchors, fibers, cables and other conductors and conduits, and pads, transformers, switches, vaults and cabinets, and related equipment to connect the Generating Facility to the local electric distribution system, together with the right of access to the utility infrastructure over the Property, for any purpose reasonably connected to the Generating Facility (the “**Transmission Easement**”), and (ii) at all times on a 24-hours-a-day, 7-days-a-week basis, for the Lease Term, an easement for ingress, egress and related rights over the Property, passage through which is necessary or convenient to install, operate or gain access to the Generating Facility or Leased Lands (the “**Utility Easement**”). If Lessee determines in its reasonable discretion that any additional easements across the Property are necessary, useful or appropriate for the construction and operation of the Generating Facility, Lessor shall reasonably cooperate in granting or agreeing to such easements at no additional cost to Lessee. Upon Lessee’s request and the presentation of the written instruments, and at Lessee’s sole expense, Lessor shall deliver one or more signed and acknowledged written instruments in recordable form reasonably satisfactory to Lessor and Lessee documenting the Easements. In the event that Lessor chooses to have counsel review any such written instruments before executing the same, Lessee agrees to

reimburse Lessor for reasonable attorney's fees incurred, [REDACTED] [REDACTED] per instrument. Unless otherwise agreed to in writing, any Easements described in this Section shall terminate upon expiration of the Lease Term or earlier termination of this Lease.

11. Operation and Maintenance. Lessee shall, during the Lease Term, have the right to perform (or cause to be performed), in accordance with all Applicable Law (defined below), all tasks necessary or appropriate, as determined by Lessee in its sole discretion (but consistent with its obligations under the AIMA), to carry out the activities set forth in this Agreement, including, without limiting the generality of the foregoing, the right: (i) to design, engineer, construct, install, inspect, test, operate, upgrade, repair, replace, improve and maintain the Generating Facility, (ii) to clean, repair, replace and dispose of all or a part of the Generating Facility as Lessee in its sole discretion determines to be necessary, (iii) to grade the Leased Lands as required, and install additional improvements for storm water collection, storage, or drainage, (iv) to permanently cut and remove or clear any trees, vegetation, structures, rocks, watercourses (to the extent permissible) or other encumbrances existing on the Leased Lands determined to be necessary by Lessee in its sole discretion and (v) to use any and all appropriate means of restricting access to a Generating Facility and Leased Lands, including without limitation, constructing fences. Lessee will comply with all required laws, rules and regulations including but not limited to any applicable conditional or special use permits regarding such designing, contracting, installing, operating, maintaining, replacing, and upgrading the Generating Facility, including but not limited to compliance with any and all environmental, wildlife, health, safety, and energy generation laws, and Lessor shall, as reasonably necessary, cooperate with Lessee therewith, at Lessee's sole cost and expense. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, maintenance and removal of the Generating Facility. Lessee shall be responsible for repairing any drainage tiles damaged by Lessee's activities on the Leased Lands. Lessee may repair such drainage tile either 1) by utilizing a drainage contractor that has been approved by Lessor; or 2) by paying Lessor for such repair costs damages, in Lessor's sole discretion. Lessee shall indemnify, defend and hold Lessor harmless from any third party claims (including reasonable attorneys' fees incurred in connection therewith) related to a change in the flow of water over the Property to the extent directly resulting from or arising out of Lessee's activities on the Property. Lessee shall be responsible for all mowing and weed control inside and outside of any fences constructed by the Lessee on the entirety of the Leased Lands.

12. Taxes. Lessee shall pay when due all real property taxes on all of the Leased Lands applicable to the Option Term and Lease Term, in addition to all sales, use, and other taxes or levies related to Lessee's use of the Leased Lands or the operation of the Generating Facility. Notwithstanding anything herein to the contrary, in the event (i) this Agreement is terminated during the Option Term, (ii) such termination is not due to a default of Lessor, and (iii) there is an increase in the amount of real property taxes assessed against the Property directly caused by actions taken by Lessee during the Option Term, Lessee shall pay when due all such increases to the extent caused directly by Lessee's actions (the "**Payment Obligation**"). The Payment Obligation shall expire on the second anniversary of the date of such termination and shall only be applicable to real property taxes due within such two (2) year period.

13. Insurance and Indemnification.

13.1. Lessee shall, at its own expense, maintain a commercial general liability insurance policy in an amount not less than [REDACTED] in combined single limit liability insurance coverage per occurrence, which coverage limit shall be reviewed and increased to correspond to market inflation every five years during the Lease Term, and shall name Lessor as an additional insured. Any contractor or subcontractor engaged by Lessee and performing construction on the Leased Land shall maintain commercial general liability insurance and other coverage as required by law and standard in the region for similar contractors and shall name Lessor as an additional insured.

13.2. Each Party as indemnitor shall indemnify, defend and hold harmless the other Party and its Affiliates and their employees, agents and contractors against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) in each case to the extent resulting from or arising out of physical injury or death to Persons (including employees of either Party) and/or physical damage to property and in each case arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or material breach of any obligation, representation or warranty of the indemnity under this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

13.3. Lessee shall not be responsible to Lessor or any third party for any claims, costs or damages, including fines or penalties, attributable to any violations of Applicable Law, existing prior to the Effective Date, or by any party other than the Lessee Parties. This Section 13 shall survive termination or expiration of the Agreement.

14. Confidentiality. Lessor and Lessee will treat the negotiations and matters related to this Agreement in strict confidence. All information related to this Agreement shall be disclosed by Lessor only on a need to know basis. Notwithstanding the foregoing, it is agreed and understood that Lessor shall be allowed to disclose negotiations and matters related to this Agreement to its advisors, attorneys, and tax preparers.

15. Assignment and Financing.

15.1. Assignment. Notwithstanding anything to the contrary, the Lessee may freely assign this Agreement to any Affiliate company or subsidiary company of Lessee, provided such Affiliate or subsidiary has substantially equivalent assets to Lessee and is at least as creditworthy as Lessee at the time of the assignment, or any Financing Party (defined below). Other than such permitted assignment, Lessee may not assign this Lease to any entity or person that is not an Affiliate or subsidiary company of Lessee or a Financing Party without the written consent of Lessor. In the event of any assignment consented to by Lessor, the Lessee shall be released from all its liabilities and other obligations under the Lease. However, any assignment of Lessee's right and/or obligations under the Lease shall not result in any change to

Lessor's rights and obligations under the Lease. Lessor may assign this Lease to the transferee when Lessor transfers the Property and may collaterally assign the rents hereunder. The Lease shall be binding on and inure to the benefit of the successors and permitted assignees.

15.2. Financing. The parties acknowledge that Lessee may obtain construction and long-term financing or other credit support from one or more Financing Parties. Both parties agree in good faith to consider and to negotiate changes or additions to the Lease that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of the Lease. In connection with an assignment pursuant to Section 15.1, Lessor agrees to execute such consent, estoppel or acknowledgement in form and substance reasonably required by and reasonably acceptable to such Financing Parties.

15.3. Successor Servicing. The Parties further acknowledge that in connection with any construction or long-term financing or other credit support provided to Lessee or its Affiliates by Financing Parties, that such Financing Parties may require that Lessee or its Affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Generating Facility and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Lessor agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement, provided appointment of such Successor Provider shall not release Lessee from any liability hereunder.

16. Solar Generating Facility Construction; Lessor Acknowledgment. Lessor hereby acknowledges and agrees that the Generating Facility is personal property, whether or not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part of, or a fixture to, the Leased Lands or the Property. Lessee shall be the legal and beneficial Lessor of the Generating Facility at all times and Lessor shall have no right, title or interest in the Generating Facility or any component thereof, notwithstanding that any such Generating Facility may be physically mounted or adhered to the Leased Lands or Property. Prior to beginning construction of the Generating Facility Lessee shall provide to Lessor reasonably satisfactory evidence of its financial ability, whether through Financing Parties, investors, lenders, or other assets, to complete the construction based on Lessee's estimated construction cost. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property, if any, on notice of the ownership of the Generating Facility and the legal status or classification of the Generating Facility as personal property, which obligation may be satisfied by recording the memoranda described in Section 31 below and providing a copy to any lienholder. If there is any mortgage or fixture filing against the Property or Leased Lands which could reasonably be construed as attaching to the Generating Facility as a fixture of the Property or Leased Lands, Lessor shall provide a disclaimer or release from such lien holder. Lessor, as the fee Lessor of the Property, consents to the filing by Lessee, on behalf of Lessor, of a disclaimer of the Generating Facility as a fixture of the Property or Leased Lands in the office where real estate records are customarily filed in the jurisdiction of the Property. Further, Lessor acknowledges and agrees that Lessee is the exclusive owner of all electricity and all utility credits generated by the Generating Facility and owner of all environmental attributes and incentives

attributable to the Generating Facility. Electricity generated by the Generating Facility will not be available to Lessor or any other occupant at the Property. Without the express consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any environmental attribute or incentive relating to the Generating Facility or the electricity generated by the Generating Facility.

17. Authorization and Enforceability. Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. Each Party represents and warrants that this Agreement constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms.

18. Representations, Warranties, and Covenants.

18.1. Lessor's Title to Leased Lands. Lessor represents, warrants and covenants that Lessor has a good and, to Lessor's knowledge insurable (at regular rates), fee simple interest in title to the Property, including the Leased Lands, and that Lessee shall have quiet and peaceful possession of the Leased Lands free from any claim of any entity or Person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Property unless Lessor shall have given Lessee at least thirty (30) days' prior notice thereof, which notice shall identify the transferee, the area of the Property to be so transferred and the proposed date of transfer, and any such encumbrance shall be made expressly subject to Lessee's rights under this Agreement and any Lease. Lessor agrees that this Agreement and the Lease and Easements granted in this Agreement shall run with the Property and survive any transfer of all or any portion of the Property. In furtherance of the foregoing, Lessor shall cause any purchaser, assignee, mortgagee, pledgee, secured party or party to whom a lien on the Leased Lands or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Property as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the Generating Facility, or any work related to such Generating Facility, and shall not gain any interest in the Generating Facility by virtue of the Lessor's transfer.

18.2. No Interference With and Protection of Generating Facility. Lessor will not conduct activities on, in or about the Property that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Generating Facility or operation thereof (including without limitation obstructing the uninterrupted flow of sunlight to the Generating Facility to any extent). The Generating Facility shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any reasonable repair or maintenance costs incurred by Lessee as a proximate result of Lessor's (or Lessor's Affiliate's) negligence,

misconduct or breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor upon written notice and presentment of reasonably satisfactory evidence of the costs incurred.

18.3. Insolation. Lessor acknowledges and agrees that access to sunlight (“**Insolation**”) is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Agreement. Accordingly, Lessor shall not permit any interference on the Leased Lands with Insolation on the Leased Lands which interferes with Insolation on the Leased Lands. Without limiting the foregoing, Lessor shall not, on the Property or on any adjacent property owned by Lessor or any Affiliate of Lessor, construct or permit to be constructed any structure that could adversely affect Insolation levels, permit the growth of foliage that could adversely affect Insolation levels, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other airborne impediments to Insolation. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 18.3, (ii) an award of damages might be inadequate to remedy such a breach, and (iii) in the event of such a breach, Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 18.3 and may also remove the breaching structure in the event Lessor fails to do so upon reasonable request.

18.4. Condition of Leased Lands. Except as expressly set forth in this Agreement, Lessor, its Affiliates, agents, and attorneys make no representation or warranty related to the condition of the Leased Lands, and Lessee does not rely upon such in making this Agreement.

18.5. Lessor Reservation of Mineral Rights, et al. Lessor reserves the right to develop the minerals, if any, owned by Owner or third parties on the Property so long as such development (including, without limitation, any drilling or mining) does not interfere with Lessee’s use or planned use of the Property for solar energy purposes. Lessor reserves the right to develop and or collect any carbon sequestration credits or compensation and enter into any such carbon sequestration projects including but not limited to geological carbon sequestration and biological carbon sequestration. Lessor reserves the wind rights which exist on the Property. Lessor reserves the right to any USDA or Illinois Department of Agriculture programs. It is agreed and understood by the parties that any such activity on the part of Lessor or Lessor’s assigns in developing such mineral rights, carbon credits, wind rights or USDA or Illinois Department of Agriculture program are not allowed under this agreement if they interfere with Lessee’s use or planned use of the Property for solar energy purposes.

18.6. Notice of Damage or Emergency. Lessor and Lessee shall immediately notify the other if either becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the Generating Facility; (ii) of any event or circumstance that poses an imminent risk to human health, the environment,

the Generating Facility or the Leased Lands; or (iii) of any interruption or material alteration of the energy supply to or from the Leased Lands or the Generating Facility.

18.7. Liens and Tenants. Except as may be disclosed in the real property records of the County where the Property is located, Lessor represents, to Lessor's knowledge, that there are no encumbrances, leases, mortgages, deeds of trust, deeds to secure debt, or similar liens or security interests encumbering all or any portion of the Property and/or the Leased Lands that could interfere with Lessee's operations on the Leased Lands, including mechanic's liens. Lessor and Lessee acknowledge and agree that mortgages are currently recorded against the Property and reflected in the real property records; Lessor shall obtain an NDA for such mortgagees in the form attached as Exhibit C or in such other form as approved by Lessee in its sole but reasonable discretion. Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Generating Facility, or any interest therein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to or affects the Generating Facility or Lessee's conduct of business with respect thereto and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessee's attorneys' fees and court costs. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Generating Facility or any portion thereof. Lessee shall keep the Property free and clear of all liens and claims of liens from labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property and to indemnify, defend and hold harmless Lessor from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessor's attorneys' fees and court costs. Lessee may contest any such lien and the legal validity and amount of any such lien; provided, however, that if Lessee elects to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, either discharge, bond around such lien, or otherwise remove such lien from the Property pursuant to applicable law.

18.8. Security Interest in Generating Facility. Lessor has been advised that part of the collateral securing the financial arrangements for the Generating Facility may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "**Security Interest**") in the Generating Facility to one or more Financing Parties and Lessor hereby consents to such Security Interest. In connection therewith, Lessor represents and warrants as follows, to Lessor's knowledge: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Leased Lands; and (ii) there is no existing lease, mortgage, security interest or other interest in or lien upon the Property or Leased Lands that could attach to the Generating Facility as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein, for which an NDA has not been obtained in accordance with the requirements of this Agreement. Further, Lessor

agrees to execute, acknowledge and deliver, and agrees to request that any and all of Lessor's lenders execute, acknowledge and deliver, such commercially reasonable subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Lessee or the Financing Parties may reasonably request. Lessor further agrees to modify the terms of this Agreement as may be reasonably requested by such Financing Parties, provided such modification shall not impair or remove any of Lessor's rights otherwise granted in this Agreement. Lessor agrees that if requested by Lessee, Lessor will furnish the Financing Parties with a counterpart of each notice or other document delivered by Lessor to Lessee in connection with this Agreement.

18.9. Utilities. Lessee shall be solely responsible for any and all utilities to be provided to the Property and the payment of all related costs, fees, and expenses.

18.10. Hazardous Substances; Environmental Representations; Lessor Obligations and Representations. Lessor shall be responsible for and shall promptly conduct any investigation and remediation as required by any Applicable Law, of all spills or other releases of any Hazardous Substance not caused by Lessee or Lessee's agents, invitees, or assigns, that have occurred or which may occur on the Property during the term of this Agreement and after its expiration or earlier termination. In furtherance of the foregoing, Lessor shall indemnify, defend and hold harmless all of the Lessee Parties and the Financing Parties from and against any and all damages, costs, expenses, assessments, penalties, fines, losses, judgments, additional costs incurred by Lessee to install or operate the Generating Facility (or to otherwise use, occupy and/or operate the Leased Lands for any of the uses permitted hereunder) and reasonable attorney fees, arising out of or relating to Pre-Existing Environmental Conditions. Lessee shall indemnify, defend and hold harmless all of the Lessor Parties from and against any and all damages, costs, expenses, assessments, penalties, fines, losses, judgments, and costs incurred by Lessor, and reasonable attorney fees, arising out of or relating to any Environmental Claims related to the Property directly caused by Lessee or Lessee's agents, invitees, or assigns after the Lease Commencement Date. Lessor agrees to indemnify, defend and hold Lessee harmless from Environmental Claims resulting from actions on the Property not caused by Lessee or the Lessee Parties. Lessor represents, warrants and covenants that, to the best of Lessor's knowledge (i) Lessor and the Property (including the Leased Lands) are, and during the past ten (10) years have been, in material compliance with Environmental Laws applicable to the Property; (ii) except with respect to matters that have been settled or resolved with no ongoing liabilities or obligations, Lessor has not received notice of (and has no knowledge of) any notice of any proceeding regarding any actual or alleged violation of, or liability under, Environmental Laws, or any investigatory, remedial or corrective obligations under Environmental Laws, in each case with respect to the Property, nor is any such proceeding threatened to Lessor's best knowledge; (iii) Lessor has not caused or permitted the release of Hazardous Substances at, on, about, under or from any of the Property which would reasonably expected to give rise to any liability under Environmental Laws; and (iv) there are no events, and there have been no events: (x) that would prevent continued compliance by Lessor and the Leased Lands with Environmental Laws and the requirements of any permits applicable to it or to Lessee, or (y) that would result

in the liability of Lessor or Lessee under any applicable Environmental Laws. This Section 18.10 shall survive the termination or expiration of this Agreement.

18.11. Hazardous Substances; Environmental Representations; Lessee Obligations and Representations. Lessee shall be responsible for and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substance directly caused by Lessee or Lessee's agents, invitees, or assigns, which may occur on the Property. In furtherance of the foregoing, Lessee shall indemnify, defend and hold harmless Lessor from and against any and all damages, costs, expenses, assessments, penalties, fines, losses, judgments, additional costs incurred by Lessor to the extent arising out of the release or spill of Hazardous Substances by Lessee or Lessee's agents, invitees, or assigns on the Property or any Environmental Claim caused by same. This Section 18.11 shall survive the termination or expiration of this Agreement.

18.12. Zoning. If Lessee changes the zoning on the Property to a designation that would not permit agricultural use or increases property taxes, then Lessee shall, prior to expiration or earlier termination of this Lease, return the zoning to the designation that existed on the Effective Date, and take all action reasonably necessary to cause the property taxes to be assessed based upon the prior zoning designation, all at Lessee's sole cost and expense.

19. Default.

19.1. Lessee shall be in default of this Agreement (a "**Lessee Event of Default**") if Lessee fails to fulfill any financial obligation or any other lease obligation by which Lessee is bound, and Lessee fails to cure such failure within thirty (30) Business Days after written notice of such failure is provided to Lessee by the Lessor. Upon the occurrence of a financial Lessee Event of Default, Lessor will charge default interest on unpaid amounts, at the **[REDACTED]** as published by the Wall Street Journal. All sums of money and charges required to be paid by the Lessee under this Agreement shall be additional Rent. In the event a non-financial Lessee Event of Default cannot reasonably be cured within thirty (30) days and Lessee has commenced and diligently pursued to correct such default or failure, then Tenant shall have such additional period of time as may reasonably be required to cure such default or failure, but not exceeding one hundred and eighty (180) days after the Lessor's notice of said failure. This right provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law, and Lessor shall have all rights and remedies that may be available to Lessor at law or in equity.

19.2. Lessor shall be in default of this Agreement (a "**Lessor Event of Default**") if Lessor (i) fails to fulfill any financial obligation or any other lease obligation by which Lessor is bound, and Lessor fails to cure such failure within thirty (30) Business Days after written notice of such failure is provided to Lessor by Lessee. Upon the occurrence of a Lessor Event of Default, Lessee shall (i) have the right to terminate this Agreement by giving written notice of termination to Lessor

and (ii) subject to the limitations set forth herein, have all rights and remedies that may be available to Lessee at law or in equity.

20. Equitable Relief; No Consequential Damages. The Parties acknowledge that money damages may not be a sufficient remedy for any breach of this Agreement, and that, accordingly, in the event of any such breach or threatened breach, either Party shall be entitled to immediately seek any and all remedies available to it at law or in equity, including but not limited to an injunction or specific performance in the event that money damages is not a sufficient remedy, from a court of competent jurisdiction. Notwithstanding any other provision in this Agreement, neither Lessee nor Lessor shall be liable to the other for any consequential, punitive or indirect damages, including without limitation, loss of use of their property, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, indemnity, strict liability, negligence or breach of warranty.

21. Casualty and Condemnation.

21.1. Casualty; Fire. Lessee shall carry replacement cost casualty insurance and business interruption insurance and provide evidence of source to Lessor. Subject to Lessee's restoration obligations under Section 7, in the event the Generating Facility, the Leased Lands or access thereto shall be so damaged or destroyed by fire or other casualty so as to make the use of the Leased Lands impractical, as determined by Lessee with reasonable judgment, then Lessee may elect to terminate this Agreement upon notice to Lessor given no later than thirty (30) days after the date of the Casualty (defined below), which termination shall be without penalty or further liability, except Lessee shall fully restore the Property in accordance with Section 6 of the Lease and Rent will continue to be owed and paid until Lessee's Restoration obligations have been met. If Lessee does not elect to terminate this Agreement in the event of such Casualty, the [REDACTED] [REDACTED] of the rent per acre for the acreage affected by the Casualty at the time of the Casualty event until the earlier of (a) the date when the use of the Generating Facility is restored or (b) six months following the Casualty event (the "**Casualty Period**"); and the Lease Term shall be extended for a period of time equal to the Casualty Period. If and only if Lessee is unable to rebuild all of the Generating Facility, the portion of the Property on which the Generating Facility cannot be rebuilt due to the Casualty (the "**Unbuildable Land**") shall be restored in accordance with Section 7 of the Lease to the extent reasonably possible, as determined by the Lessee in its reasonable judgement (and any of the Lessee's Improvements shall be removed). Additionally, if all or a portion of the Unbuildable Land (i) contains a minimum of ten contiguous acres and (ii) has access to a public road, then (a) the Lease shall be amended to remove that portion of the Unbuildable Land meeting the foregoing criteria set forth in (i) and (ii) from the definition of "Property", (b) possession of such land shall be returned to Lessor, and (c) Rent shall be recalculated by the parties in good faith based on the remaining acreage of the Property. For purposes of this section "**Casualty**" shall mean a serious or disastrous accident or act of god which occurs through no fault of Lessor or Lessee that could not have been foreseen or guarded against, including, without limitation fire, tornado, or earthquake, [REDACTED] [REDACTED] in damage.

## 21.2. Condemnation.

21.2.1 Complete Taking. If, at any time during the Lease Term, any authority having the power of eminent domain shall condemn all or substantially all of the Property or the Generating Facility thereon for any public use or otherwise, then the interests and obligations of Lessee under this Agreement in or affecting the Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Property or the Generating Facility thereon, (ii) the date that Lessee is, in its sole judgment, no longer able or permitted to operate the Generating Facility on the Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Lessee shall continue to pay all amounts payable hereunder to Lessor until the earlier of such dates, at which time Lessor and Lessee shall be relieved of any and all further obligations and conditions to each other under this Agreement.

21.2.2 Partial Taking. If, at any time during the Lease Term, any authority having the power of eminent domain shall condemn a portion of the Generating Facility or of the Property, then the interest and obligations of Lessee under this Agreement as to those Generating Facility or the Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of such Generating Facility or the Property, (ii) the date that Lessee is, in its sole judgment, no longer able or permitted to operate the Generating Facility on the Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment, and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Generating Facility and the Property. If the remainder of the Generating Facility or the Property is or becomes insufficient or unsuitable for Lessee's purposes hereunder, in Lessee's sole discretion, then Lessee shall have the right to terminate this Agreement as to all or any the portion of the remaining Property at which time Lessor and Lessee shall be relieved of any further obligations and duties to each other under this Agreement.

21.2.3 Condemnation Award. In the event of a complete or partial taking of the Property or the Generating Facility, Lessee shall be entitled to receive all compensation and damages paid by the condemning authority arising from such taking and payable on account of Lessee's Generating Facility, loss of gross revenue, relocation costs or inability to relocate or value of its leasehold lost due to such taking, and in no case shall such compensation or damages be diminished as a result of any termination or partial termination of the Agreement under this section ("**Lessee's Interest**"). Notwithstanding the foregoing to the contrary, Lessor shall be entitled to receive a portion of the compensation paid by the condemning authority equal to the fair market value of the land subject to the condemnation. The portion of such award relating to Lessee's Interest shall

be paid to Lessee, and the balance of any award, including severance damage, if any, shall be payable to Lessor.

22. Notices. All notices under this Agreement shall be made in writing to the following addresses, as may be updated as provided herein.

**Lessor:** Alder Drive, LLC  
200 Alder Drive  
North Aurora, Illinois  
60542  
Email: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Lessee:** Douglas Family Butterfly Garden and Solar Farm  
Attn: XJ Chen  
1 Park Plaza Suite 600,  
Irvine, CA 92614  
chen.xj@suncodesolar.com

Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, return receipt requested, or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section. Failure to comply strictly with the terms of this Section shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

23. No Waiver; Remedies; Headings. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

24. Binding Effect. This Agreement and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

25. Counterparts. This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Lessor and Lessee (a) intend to be bound by the signatures on any document sent by PDF, scanned copy, or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

26. Entire Agreement. This Agreement, including all Exhibits and Appendices, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Agreement may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Agreement that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

27. Further Assurances. Upon the receipt of a request from the other Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such Party's rights and obligations under this Agreement.

28. Governing Law; Dispute Resolution. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles. The sole and exclusive venue for any action related to this Agreement shall be the Circuit Court of Kane County, Illinois. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

29. Force Majeure. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder, as stated in the final sentence of this paragraph), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event as defined below. Definitions; provided, that: (i) the Party affected by such Force Majeure Event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure Event, gives the other Party written notice reasonably describing the Force Majeure Event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure Event; and (iii) the Party affected by such Force Majeure Event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. Under no circumstance shall Lessee's obligation to timely pay Rent or any other amount due be extended or abated by any Force Majeure Event.

30. Confidentiality. Lessor and Lessee each agree to use commercially reasonable efforts to keep confidential, and not publicly disclose, the terms of this Agreement and any information provided by Lessor to Lessee or by Lessee to Lessor in relation to the transaction contemplated hereby, including, without limitation, all information, test results, findings, and

documents acquired by Lessee in its due diligence investigations related to the Property, and all copies of and records related to such information and documents shall be returned by Lessee and its agents to Lessor if Lessee does not deliver an Exercise Notice; provided, however, that either Party may disclose the existence and terms of this Agreement to: (a) its members, owners, partners, managers, consultants, agents, architects, independent contractors, or attorneys in connection with the execution of this Agreement and the transactions contemplated herein, (b) any bona fide potential purchaser, assignee, subtenant or lender of the Property, the Leased Lands, this Agreement or the Generating Facility who agrees to keep such information confidential, (c) to any Person that has a bona fide business necessity for such disclosure (e.g. in connection with the preparation of tax returns, in response to an acquirer's due diligence inquiries, in response to request for an estoppel certificate or similar instrument, etc.) who agrees to keep such information confidential, (d) any third party to whom both Parties hereto have given their prior written consent for such a disclosure, or (e) governmental authorities (including administrative, regulatory or judicial authorities) in the investigation of the compliance of the Leased Lands and/or the Generating Facility with applicable legal requirements; and provided, further, that the non-disclosure obligations contained in this Section 30 shall not apply to any such information that (i) is or becomes generally available to the public other than as a result of a disclosure by Lessee or Lessor, or their employees, agents or representatives, or (ii) Lessor or Lessee is compelled to disclose pursuant to any judicial, statutory or regulatory authority, including, without limitation, as may be required for evidence in a law suit regarding this Agreement, or (iii) the other party consents to disclosing pursuant to a specific request. The provisions of this Section shall survive the expiration of the Lease Term or earlier termination of this Agreement.

31. Notice of Lease. To the extent Lessee or Lessor requests, the other shall promptly execute, acknowledge and deliver to the other a Memorandum of Option and Lease, either in form and content as set forth in Exhibit B, or, at Lessee's option in such other form and content as is reasonably satisfactory to Lessee and Lessor. Lessee or Lessor may record the memorandum and have same returned to Lessee or Lessee's attorney. In the event this Agreement is hereafter from time to time amended, modified or supplemented, then, at Lessee's or Lessor's request, Lessor and Lessee simultaneously shall execute, acknowledge and deliver to the other a mutually reasonable satisfactory memorandum of such amendment, together with such instruments as are then required for the recording of such memorandum, and Lessee or Lessor may thereupon record such memorandum, and have same returned to Lessee or Lessee's attorney. Lessor agrees to execute and deliver any other documents as may be reasonably necessary to record any of the foregoing. The party requesting the recording of the document shall pay the recording fees.

32. Brokers. Neither party is utilizing brokers for this Agreement.

33. AIMA. Lessee shall enter into an Agricultural Impact Mitigation Agreement ("AIMA") with the Illinois Department of Agriculture ("DOA") in a form substantially similar to the form attached as Exhibit D. Other than as specifically set forth herein, Lessee shall construct the Generating Facilities, and shall complete all required restoration, remediation, and decommissioning obligations, set forth above, and in accordance with the standards set forth in the AIMA. In the event the AIMA and this Agreement contradict, then the terms and conditions which are more favorable to Lessor and Lessor's Property shall apply.

34. Expenses. Within 30 days following execution of this Agreement, Lessee shall compensate Lessor for Lessor's attorney's fees incurred in the negotiation and documentation of this Agreement, [REDACTED]

35. Energy Services; Subscribers. With respect to the Generating Facility, Lessee shall endeavor to (i) allow for the provision of energy services to residents of the Village of North Aurora, Sugar Grove, Elburn, and surrounding rural areas and (ii) offer subscriptions to such customers at a market rate discount compared to prevailing Commonwealth Edison rates for those who elect to sign up for services; in each case, to the extent reasonably practicable and subject to applicable laws, regulations, and utility requirements.

36. Definitions. The following terms are defined in this Agreement as follows:

36.1. "**Affiliate**" means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director, officer or member of such Person or an Affiliate of such Person.

36.2. "**Applicable Law**" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

36.3. "**Business Day**" means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

36.4. "**Environmental Claims**" means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment.

36.5. "**Environmental Law**" means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

36.6. “**Financing Party**” means, as applicable, (i) any Person (or its agent) from or to whom Lessee (or an Affiliate of Lessee) leases the Generating Facility or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the Generating Facility. Lessee shall provide written notice to Lessor of, and the contact information for, any Financing Party prior to a party being deemed a Financing Party hereunder.

36.7. “**Force Majeure Event**” means, when used in connection with the performance of a Party’s obligations under this Agreement, any events or circumstances beyond the affected Party’s reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party’s performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, protests, acts of a public enemy or other civil disturbance; (ii) restrictive governmental laws, orders (including, without limitation, “shelter in place” orders, quarantine orders, or other orders that restrict normal interactions) or regulations (not in effect on the Effective Date) epidemic, pandemic, public outbreak of disease, national, regional, or local emergency (iii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iv) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of governmental authorities in response to a Party’s failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (v) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

36.8. “**Governmental Authority**” means any federal, state, regional, county, township, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government having jurisdiction over the Property or Leased Lands.

36.9. “**Hazardous Substances**” means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mylotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such

by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

36.10. **“Leased Lands”** means all of the Property.

36.11. **“Lessee Parties”** means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives and invitees.

36.12. **“Lessor Parties”** means, individually or collectively, Lessor, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives and invitees.

36.12. **“Person”** means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

36.13. **“Pre-Existing Environmental Conditions”** means any and all Hazardous Substances which are on, at, under, or migrating or released to or from the Property as of the Effective Date.

*[Signatures on following page.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year set forth above as the Effective Date.

**LESSEE:**

**Douglas Family Butterfly Garden and Solar Farm LLC,**  
a Delaware limited liability company




By: \_\_\_\_\_  
Name: Yuqing Dai  
Title: VP of Operations

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year set forth above as the Effective Date.

**LESSOR:**

**Alder Drive LLC,**  
a Delaware limited liability company

By:   
Name: Michael Songlas  
Name: \_\_\_\_\_

# EXHIBIT A

## LEGAL DESCRIPTION

That certain real property located in Unincorporated Kane County, Illinois, generally known as the following tax parcel numbers:

APNs: 11-35-100-021, 11-34-200-019, 11-34-400-005, 11-35-300-010



**EXHIBIT B**  
**FORM OF MEMORANDUM OF OPTION**  
[Attached]

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Douglas Family Butterfly Garden and Solar Farm  
1 Park Plaza, Suite 600  
Irvine, CA 92614

APN: 11-35-100-021;  
11-34-200-019;  
11-34-400-005; and  
11-35-300-010.

---

The above space for Recorder's Use Only

### MEMORANDUM OF OPTION AND LEASE

THIS MEMORANDUM OF OPTION AND LEASE ("Memorandum") is entered into as of June 18, 2025 (the "Effective Date"), by and between Alder Drive, LLC, an Illinois limited liability company ("Lessor") and Douglas Family Butterfly Garden and Solar Farm, a Delaware limited liability company ("Lessee") to provide record notice of that certain Option and Lease Agreement dated as of the Effective Date ("Agreement") whereby Lessor granted to Lessee the option to lease (the "Option") the real property described in the attached Exhibit A, together with all improvements, fixtures, personal property and trade fixtures, and all other appurtenances, tenements, hereditaments, ingress, egress, rights and easements pertaining to the Property (collectively, the "Leased Premises"). The Option has a [REDACTED] subject to Lessee's right to extend for [REDACTED]. The lease has an initial term of [REDACTED].

The solar photovoltaic power generating facility and all related equipment installed, owned and operated by Lessee and located at the Leased Premises (collectively, the "Generating Facility") shall not be deemed a fixture. The Generating Facility is Lessee's personal property and Lessor has no right, title or interest in the Generating Facility. Further, Lessor has waived any and all rights it may have to place a lien on the Generating Facility.


The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby. The terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein. If any term or condition of this Memorandum shall conflict with any term or condition of the Lease, the terms and conditions of the Lease shall control. Counterpart originals may be assembled in order to make one complete copy of this Memorandum and all such counterpart originals, when taken together, shall comprise but one and the same instrument. Any capitalized term used but not defined herein shall have the meaning ascribed such term in the Agreement.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease to be effective as of the Effective Date.

**Lessor:**

**Alder Drive, LLC**, an Illinois limited liability company

By:   
Name: Michael Douglas  
Title: MANAGER

STATE OF Illinois

§

COUNTY OF Kendall

§

§

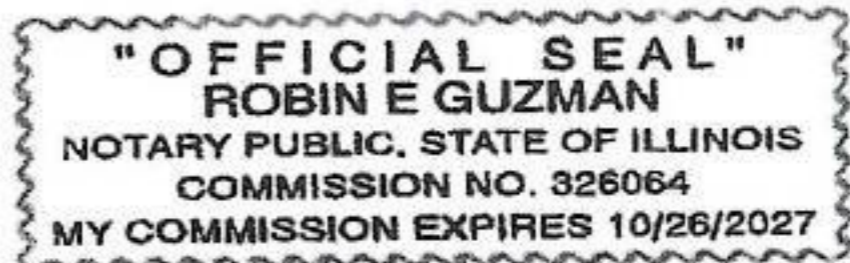
On June 16, 2025 before me, Michael Douglas, Notary Public, personally appeared Robin E Guzman, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Signature

Seal

Notary Public,  
My commission expires:

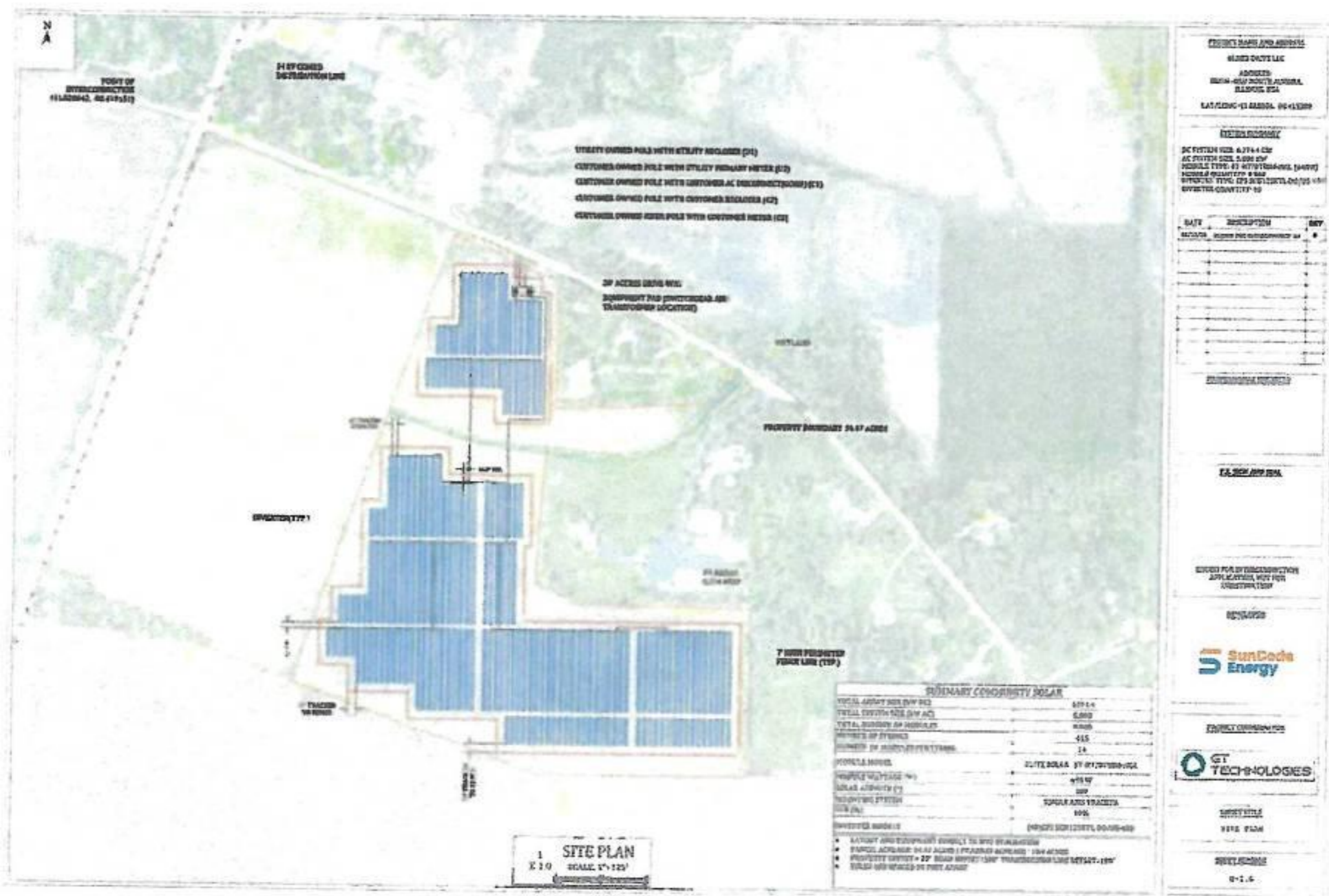




## EXHIBIT A to MEMORANDUM OF OPTION AND LEASE LEGAL DESCRIPTION

That certain real property located in Unincorporated Kane County, Illinois, generally known as the following tax parcel numbers:

APNs: 11-35-100-021, 11-34-200-019, 11-34-400-005, 11-35-300-010



**EXHIBIT C**  
**FORM OF SUBORDINATION AND NONDISTURBANCE AGREEMENT**

[Attached]

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Space Above For Recorder's Use)

**SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("*Agreement*"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ("*Lessor*"), \_\_\_\_\_ ("*Lessee*") and \_\_\_\_\_ ("*Lender*").

**RECITALS:**

A. By that certain [*Agreement*] dated \_\_\_\_\_ [as evidenced by that certain Memorandum of Lease recorded on \_\_\_\_\_, as Instrument Number \_\_\_\_\_] (collectively the "*Lease*"), by and between Lessor and Lessee, Lessor granted to Lessee certain exclusive and non-exclusive lease and easement rights in, over and under, the real property located in \_\_\_\_\_, as more particularly described and generally depicted on Exhibit A attached hereto (the "*Property*"); and

B. Pursuant to the terms of the Lease, Lessee has the exclusive right to construct and operate a solar energy project on the Property; and

C. Lessor has obtained certain financing from Lender secured by, among other things, a [*Mortgage/Deed of Trust*] recorded in the official records of \_\_\_\_\_ on \_\_\_\_\_, as Instrument No. \_\_\_\_\_ (collectively the "*Mortgage*"); and

D. The parties hereto desire to establish certain rights, obligations and priorities with respect to their interests by means of the following agreement.

**AGREEMENT:**

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor, Lessee and Lender agree as follows:

1. Lender hereby consents to Lessor's grant of the Lease to Lessee.

2. The Mortgage shall be subject and subordinate to the Lease and to all of the terms, conditions and provisions thereof, and to any and all amendments, modifications and additions thereto. In the event that Lender or any other person through Lender (any other such person and their respective successors and assigns being referred to herein as a "*Successor Purchaser*") acquires title to the Property pursuant to the exercise of any remedy provided for in any of the Mortgage or by reason of the acceptance of a deed in lieu of foreclosure, Lender covenants and agrees to attorn to and recognize and be bound to and subject to the other terms, provisions and conditions of this Agreement. Lender, for itself and any Successor Purchaser, agrees that the Lease shall continue in full force and effect as a direct Lease between Lessee and Lender or such Successor Purchaser.

3. So long as the Lease is in full force and effect and Lessee shall not be in default beyond any applicable notice and grace periods under any of the terms, covenants and conditions of the Lease or this Agreement (a) the right of quiet possession of Lessee to the Property shall not be terminated or disturbed by any steps or proceedings taken by Lender or any Successor Purchaser in the exercise of any of its rights under any of the Mortgage; (b) the Lease shall not be terminated or affected by said exercise of any remedy provided for in any of the Mortgage, and Lender, for itself and any Successor Purchaser, hereby covenants that any sale or transfer of any of the Mortgage or any sale or transfer by it of the Property pursuant to the exercise of any rights and remedies under any of the Mortgage, including foreclosure or otherwise, shall be made subject to the rights of Lessee under this Agreement and the Lease; and (c) neither Lender nor any Successor Purchaser shall join Lessee in any enforcement or foreclosure action brought against Lessor unless required by law.

4. In no event shall Lender or any Successor Purchaser be liable for any act or omission of any prior Lessor. Lessee shall, after Lender or any Successor Purchaser shall (a) take possession of the Property, and (b) have provided Lessee with written notice of such possession and proof that Lender or any Successor Purchaser has succeeded to the rights of Lessor, make timely payments of rent and any and all other sums due to the Lender or such Successor Purchaser under the Lease. Lessor irrevocably releases Lessee from any liability to Lessor for all payments so made. Such payments shall continue until Lender directs Lessee otherwise in writing.

5. Lender acknowledges and agrees that Lender has no interest in the Generating Facility and neither Lender or any Successor Purchaser shall not gain any interest in the Generating Facility by virtue of the performance or breach of the Lease by the parties thereto.

6. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto.

7. The agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, successors-in-interest and assigns.

8. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors-in-interest, and this Agreement may be signed in counterparts, each of which shall be an original but all of which shall be deemed a single agreement.

9. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision hereof shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by \_\_\_\_\_ law.

10. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered by personal delivery, overnight courier, telecopier or registered or certified mail, return-receipt requested and postage prepaid addressed as follows:

If to Lessor, to:

\_\_\_\_\_

If to Lessee, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Lender, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as any such party hereto may, from time to time, designate in writing to all other parties hereto, and any such communication shall be deemed to be given, made or served as of the date delivered or, in the case of any communication delivered by mail, as of the date received.

*[Signatures on Following Pages]*

IN WITNESS WHEREOF, Lessor, Lessee and Lender have caused this instrument to be executed as of the day and year first above written.

**LESSOR:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss.

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**LESSEE:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**LENDER:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT D**  
**FORM OF AIMA**

[Attached]