

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
<i>Mindy Day</i>	_____
<i>Nancy Hugh</i>	<i>[Signature]</i>
<i>Kim [unclear]</i>	<i>[Signature]</i>
<i>Monica Cornett</i>	<i>[Signature]</i>
_____	_____

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached lease agreements with GreenKey Solar, LLC; and

WHEREAS, the lease agreements are for a two phase solar project on county property in Tremont to be known as Pearl Street Solar 1, LLC and Pearl Street Solar 2, LLC.

THEREFORE BE IT RESOLVED that the County Clerk notify the County Board Office, Community Development and the Auditor of this action.

PASSED THIS 30th DAY OF ~~JANUARY~~, 2019.

ATTEST: *6th* *February*

[Signature]
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

COVER SHEET

OPTION AND LEASE AGREEMENT

February 6th, 2019

Effective Date	January 1, 2018	
Lease Commencement Date		
Lessor	TAZEWELL COUNTY, ILLINOIS	
Lessee	PEARL ST SOLAR 1, LLC	
Property Address	21314 IL RTE 9, TREMONT, IL 61568 (Parcel Number: 11-11-14-200-001)	
Option Payment	One Thousand Dollars (\$1,000.00)	
First Additional Option Payment	One Thousand Dollars (\$1,000.00)	
Second Additional Option Payment	One Thousand Dollars (\$1,000.00)	
Option Term	Five Hundred Forty (540) days from the Effective Date, subject to Lessee's option to extend the Option Term for up to two (2) additional and successive periods of Three Hundred Sixty Five (365) days each.	
Rent	One Thousand Dollars (\$1,000.00) per acre per lease year with a 2% annual escalator beginning after the 5 th year (beginning in Year 6) as set out on Exhibit G attached hereto.	
Lease Term	The term commencing on the date of delivery of the Exercise Notice and ending on the Expiration Date, subject to Lessee's option to extend the Lease Term for up to four (4) additional and successive periods of five (5) years each.	
Expiration Date	The date that is twenty (20) years from the Commercial Operation Date, as may be extended pursuant to this Agreement.	
Addresses for Notices	<p><u>Lessee:</u> Pearl St Solar 1, LLC c/o GreenKey Solar, LLC 73 W Monroe Chicago, IL 60603 Attn: John H. Strader</p> <p><u>With a copy to:</u> legal@greenkeysolar.com</p>	<p><u>Lessor:</u> County of Tazewell, Illinois Tazewell County Board 11 S. 4th Street Pekin, IL 61554 Attn: County Board Chairman Attn: County Administrator</p>

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement (this “*Agreement*”) is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a “*Party*” and together, the “*Parties*”).

RECITALS

A. Lessor owns the real property, together with any rights, benefits and easements appurtenant to such real property more particularly described in the attached **Exhibit A** (the “*Property*”).

B. Lessee desires to obtain, the exclusive right to occupy a portion of the Property (the “*Land*”) and, if applicable, the Easements (the Easements together with the Land are collectively referred to as the “*Premises*”) more particularly described in the attached **Exhibit B**, and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain, and operate one or more solar photovoltaic electric power generating and storage Systems as well as ancillary buildings, structures, fixtures, or enclosures necessary or desirable in connection therewith to be located upon, under, on and within the Premises, or any portion thereof and all rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation.

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

1. **Definitions.** Capitalized terms used but not otherwise defined in this Agreement have the meanings assigned to them on the Cover Sheet or in the attached **Exhibit C**.

2. **Access to Property.** Commencing on the Effective Date and throughout the Option Term, Lessee and its employees, agents, contractors and current or potential lenders or investors, shall have the right to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations that Lessee deems necessary or advisable to assess the feasibility of the Property for the construction and operation of the System (“*Tests*”). During the Lease Term, Lessee shall have exclusive access to the Land and non-exclusive access to the Easements to design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System. Lessor shall not interfere with the Tests during the Option Term and during the Lease Term, Lessor shall not enter on the Land or interfere with the installation of the System, move, adjust, alter, tamper with, or otherwise handle any Lessee equipment or any component of the System.

3. **Option to Lease the Premises.**

(a) **Grant of Option.** Lessor hereby grants to Lessee the exclusive option to lease all or a portion of the Land and acquire the Easements on the terms and conditions set forth in this Agreement (the “*Option*”).

(b) **Time and Manner of Exercise of the Option.** The Option shall be for an initial term of five hundred forty (540) days after the Effective Date (as it may be extended, the “*Option Term*”). The Option Term may be extended by Lessee for up to two (2) additional three hundred sixty-five (365) day periods upon notice to Lessor within thirty (30) days of the end of the then-current Option Term.

(c) **Option Payment.** Lessee shall pay to Lessor the Option Payment within forty-five (45) Business Days after the Effective Date of this Agreement, and any Option extension payments are to be paid within thirty (30) days of the end of the then-current Option Term; provided that Lessor, its successors, assigns and/or designee, if any, has submitted to Lessee any documents reasonably required by

Lessee in connection with the payment of the Option Payment, including, without limitation, an IRS Form W-9. The Option Payments and any Option extension payments shall be credited against Rent.

(d) Lessor Cooperation. During the Option Term and throughout the Lease Term, Lessee shall be permitted to engage in, and Lessor shall not obstruct Lessee from engaging in, activities such as (i) the performance of Tests, at Lessee's expense, (ii) the application by Lessee to obtain, at Lessee's expense, all licenses, and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities, including any approvals required to obtain a tax abatement for the Premises, as may be applicable, to be sought by Lessee in connection with the construction, operation and maintenance of the Systems, (collectively, "**Governmental Approvals**"), (iii) the securing by Lessee at Lessee's expense of all other leases, agreements, licenses, and Permits or authorizations that relate to the Premises, and (iii) presenting to Lessor a proposal for any amendments to this Agreement that are reasonably necessary to accommodate the System, or to facilitate an assignment pursuant to Section 21. Lessor agrees and acknowledges that any amendment to the Agreement pursuant to this Section 3(d) 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. In the event that a utility company requires an easement in connection with Lessee's use of the Premises during the Option Term or Lease Term, Lessor shall grant such necessary easement to the utility company, provided that such easement is in a commercially reasonable and recordable form.

(e) Use of the Property. During the Option Term, Lessor may continue to use the Property in the ordinary course, *provided, however*, Lessor shall not commit waste on the Property or otherwise materially change the Property, nor will Lessor agree to grant or permit any easement, lease, license, right of access or other possessory right in the Premises to any third party without the prior written consent of Lessee. Notwithstanding the foregoing, if Lessor leases the Property to a third party during the Option Term, such lease shall be terminable upon thirty (30) days' notice such that upon notice from Lessee that it will exercise the Option ("**Pre-Exercise Notice**") and/or start construction, Lessor shall terminate any lease on the Property and such termination shall be effective in no more than thirty (30) days. If crops have been planted on the Property by Lessor or Lessor's tenant, and such crops will not be harvested within thirty (30) days of receiving the Pre-Exercise Notice, Lessee shall reimburse Lessor or Lessor's tenant for the value of the crops located within the Premises ("**Crop Compensation**"). Crop Compensation will be calculated by multiplying the acreage of crop land by Nine Hundred Dollars (\$900) per acre. Crop Compensation shall be pro-rated for partial acres affected. Lessee will make any Crop Compensation payment to Lessor or Lessor's tenant within thirty (30) days of delivery of the Pre-Exercise Notice. If the Pre-Exercise Notice is delivered prior to the planting of crops, but after other farming expenses have been incurred (such as, but not limited to fertilizer, seed, spraying chemicals, labor, and/or fuel) that are directly tied to the planting of crops on the Premises, Lessee shall reimburse Lessor or Lessor's tenant for the value of these incurred expenses ("**Pre-Crop Planting Compensation**"). However, the sum of Crop Compensation and Pre-Crop Planting Compensation will, under no circumstance, exceed the value of multiplying the acres of crop land by Nine Hundred Dollars (\$900) per acre. Pre-Crop Planting Compensation shall be pro-rated for partial acres affected. Lessee will make any Pre-Crop Planting Compensation payment to Lessor or Lessor's tenant within thirty (30) days of delivery of the Pre-Exercise Notice.

4. Exercise of Option; Lease; Easements; and Related Rights.

(a) Exercise of Option. In order to exercise the Option, Lessee must deliver to Lessor a notice of exercise (the "**Exercise Notice**") prior to the expiration of the Option Term. The date of the Exercise Notice shall be the commencement of the Lease Term (the "**Lease Commencement Date**").

(b) Lease. Subject to receipt of the Exercise Notice, Lessor hereby leases and grants

to Lessee, for the Lease Term of twenty (20) years as may be extended for up to four (4) five-year periods pursuant to Section 7 below, the exclusive rights to the Land 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, maintain, repair, replace, improve and remove the System for the generation, storage and distribution of electrical power.

(c) Easement. If noted on Exhibit B, Lessor hereby grants to Lessee a non-exclusive, appurtenant easement on, under, over, across and through the Property in the locations more particularly described on the attached Exhibit B, for the Lease Term, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove at all times on a 24-hours-a-day, 7-days-a-week basis (i) a road ("Access Easement") and (b) 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 System to the local electric distribution system, together with the right of access to the utility infrastructure over the Property, for any purpose reasonably connected with the Project (the "Utility Easement"). Lessor hereby also grants to Lessee and the applicable utility company, 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 and/or any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the "easement" and together with the Access Easement and the Utility Easement, the "Easements"). If Lessee determines in its reasonable discretion that any additional easements across the Property are necessary, useful or appropriate for the construction and/or operation of the System, Lessor shall fully cooperate in granting or agreeing to such easements by amendment to this Agreement or by separate agreement and recordation of same.

(d) Utilities. Separate meters for such utilities shall be installed at Lessee's expense and Lessee shall be responsible for all utility expenses. Lessor grants Lessee the right to install, use, modify, and remove water lines, sewer lines, storm water lines, overhead, and/or underground power lines, fuel lines, telephone and communication lines, pipelines, conveyors, and drainage ditches and/or canal systems within the Premises as are reasonably required for operation of the System, and use or modify the existing lines, ditches, and canal systems as may be reasonably required subject to Lessor's prior consent, which shall not be unreasonably delayed, conditioned, or withheld and given within ten (10) days of notification or otherwise deemed approved.

(e) The Parties recognize that the descriptions of the Premises are based on preliminary site discovery information, and that these descriptions shall be modified via amendment prior to construction. As such, Lessor hereby agrees to execute any amendment to this Agreement proposed by Lessee which modifies the Premises, including reducing the size of the Premises and/or splitting the Premises into two or more to accommodate two or more systems and entering into multiple leases, provided that such amendment is reasonably necessary to accommodate (i) the System as designed, or (ii) the System as modified by Lessee to comply with the requirements of any Governmental Authority or the Local Electric Utility, including, but not limited to, entering into an amendment in the form attached hereto as Exhibit F. For the avoidance of doubt, under no circumstances shall Lessor be entitled to any increase in Rent or other additional compensation under this Agreement as a result of an amendment to the description of the Premises.

5. Rents & Payments.

(a) Milestone Payment. Lessee shall pay to Lessor Five Thousand Dollars (\$5,000) within thirty (30) Business Days after the Lease Commencement Date.

(b) Rent. Lessee shall pay to Lessor Rent equal to the applicable per acre rental fee identified on the Exhibit G attached hereto multiplied by the number of acres included in the Premises. The

minimum Premises acreage shall be no less than 12.50 acres. Lessee shall pay to the Lessor Rent during the period commencing on the Commercial Operation Date and ending on the Expiration Date (the "**Operation Term**"). Notwithstanding the foregoing, in no event shall Rent commence later than two (2) years after the Lease Commencement Date. Rent will be paid within 60 business days after the utility issues a permission to operate, or equivalent notification, and Lessee will provide proof of such notification to Lessor within fifteen (15) days of issuance. Rent shall be due annually beginning on the Commercial Operation Date and on every one (1) year anniversary thereof during the Operation Term, and prorated for partial periods if Rent commences prior to the Commercial Operation Date. In the event this Agreement is terminated by Lessee in accordance with this Agreement prior to the Expiration Date, pre-paid Rent shall be non-refundable, unless Lessee terminates the Agreement pursuant to Section 18 or Section 22. Each Party, its successors, assigns and/or designee, if any, shall submit to the other Party any documents reasonably required by the other Party in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(c) Late Payments. If any payment is not paid when due under this Agreement, it shall earn interest at the rate of the lesser of (i) one percent (1%) per month (and pro-rated for a partial month) and (ii) the maximum amount allowed by law from the time when the payment was due until the time it is paid.

6. **Term and Termination; Removal.**

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be extended, unless otherwise terminated pursuant to this Agreement.

(b) Lessee shall have the right, in its sole discretion, to terminate this Agreement at any time prior to the Commercial Operation Date.

(c) Except in the event of a termination by Lessee for an uncured Event of Default by the Lessor, if this Agreement expires or is terminated, Lessee shall decommission and remove the System and any ancillary structures and repair any damage caused to the Premises by the installation or removal of the System or any ancillary structures ("**System Removal**"). Lessor agrees that Lessee's obligation of System Removal constitutes removal of all above-ground improvements, including all roads installed by Lessee and screws connecting the System to the ground, and repair of any damage caused to the Premises by Lessee, but does not include removal of below-ground improvements or an obligation to grade the Premises or alter the contour of the land. Lessee shall perform System Removal on or before the Removal Date at Lessee's sole expense. In connection with the System Removal, Lessor shall continue to provide Lessee and its Affiliates and subcontractors with access to the Premises until the Removal Date. In the event Lessee fails to complete the System Removal by the Removal Date, Lessor may provide notice to Lessee stating that Lessee has failed to complete System Removal (the "**Abandonment Notice**"). If Lessee fails to complete the System Removal within sixty (60) days after receipt of the Abandonment Notice, Lessor shall have the right, at its option, in its sole discretion, to complete System Removal to the satisfaction of Lessor, in which case Lessee shall reimburse Lessor for all costs of such System Removal. Lessor shall retain all rights and remedies at law and equity to enforce System Removal and seek damages for the failure to remove the System as provided herein in the event that Lessee fails to complete System Removal within sixty (60) days after receipt of the Abandonment Notice. Upon expiration or termination of this Lease, the Lessee will also comply with the restoration requirements imposed under the provisions of any Agricultural Impact Mitigation agreement (AIMA) entered into by Lessee and the Illinois Department of Agriculture.

7. **Extension Option.** Lessee shall have the option to extend the Lease Term ("**Extension Option**") for up to four (4) additional and successive periods of five (5) years each beginning on the day following the Expiration Date of the then-current Lease Term (each an "**Extension Term**"), by giving notice (the "**Extension Exercise Notice**") to Lessor not less than ninety (90) days prior to the then-current Expiration Date, and without the requirement of any further action on the part of either Lessor or Lessee.

8. **System Construction and Maintenance.** Throughout the Lease Term and through the Removal Date, Lessee shall have the right to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Agreement, including, without limiting the generality of the foregoing, the right (i) to design, construct, install, and operate the System, (ii) to maintain, clean, repair, replace, add to, remove or modify the System or any part thereof as determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws, (iii) to use any and all appropriate means of restricting access to the System and Premises, including without limitation, the construction of a fence, and (iv) to permanently grub and grade the Premises and to permanently remove and/or clear any trees, vegetation, structures, rocks, watercourses (to the extent permissible) or other encumbrances existing on the Premises determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws. 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, and maintenance of the System, and System Removal.

9. **Permits.** Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits.

10. **Statutory and Regulatory Compliance.** Lessee, the Lessee Parties, Lessor and the Lessor Parties shall each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

11. **Lessee's Ownership of Systems and Output.** The Systems are 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 Premises or Property. Lessee or its designees shall be the legal and beneficial owners of the applicable Systems at all times and Lessor shall have no right, title or interest in any of the Systems or any component thereof, notwithstanding that any such Systems may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises which could reasonably be construed as attaching to the Systems as a fixture of the Property or Premises, Lessor shall use best efforts to provide a disclaimer or release from such lien holder in form and substance reasonably satisfactory to Lessee and any Financing Party. Lessor, as the fee owner of the Property, consents to the filing by Lessee of a disclaimer of the Systems as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property. Further, Lessor acknowledges and agrees that Lessee or its designees, as applicable, are the exclusive owners of all electricity and all utility credits generated by the System and owners of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by the Systems will be connected to the distribution grid and sold by Lessee to third parties and will not be available to Lessor or any other occupant at the Property.

12. **Representation and Warranties of the Parties as to 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 indenture, mortgage, lease, easement, encumbrance, right, restriction, or other 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 the Agreement constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

13. **Representations, Warranties and Covenants of the Lessor**

(a) **No Conflict.** Lessor represents and warrants that the execution, delivery and performance by it of this Agreement does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Agreement. Each Person signing this Agreement on behalf of Lessor is authorized to do so.

(b) **Lessor's Title to Premises.** Lessor represents, warrants and covenants that Lessor has (i) a lawful fee simple interest in title to the Property, including the Premises, subject to any mortgages of record that may exist, and (ii) that Lessee shall have quiet and peaceful possession of the Premises 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, at its sole cost and expense, shall comply with all restrictive covenants or other title exceptions affecting the Premises to the extent that the same are applicable to the Premises or to the extent that the same would, if not complied with or performed, impair or prevent the continued use, occupancy and operation of the Premises for the purposes set forth in this Agreement and Lessor agrees to take all action necessary to eliminate such interference. In the event Lessor fails to comply with this provision, Lessee may (x) terminate this Agreement, (y) take all necessary steps to bring Lessor into compliance with any restrictive covenants or title exceptions which, if not complied with, would impair or prevent Lessee from exercising its rights under this Agreement, and Lessor shall be responsible for all costs incurred by Lessee for such actions, and/or (z) pursue any other remedies available under this Agreement, at law, and/or at equity.

(c) **Defects.** Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. Lessor agrees that Lessor will execute and deliver to Lessee any documents reasonably required by the title insurance company within five (5) Business Days after presentation of said documents by Lessee; *provided, however*, in no event will such documents materially increase any obligation or materially decrease any right of Lessor hereunder.

(d) **Transfers.** 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. Lessor agrees that this Agreement and the lease and the Easements granted hereunder shall run with the Property and/or the Premises and survive any transfer of all or any portion of the Property and/or the Premises. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises 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 Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the Systems, or any work related to such Systems, and shall not gain any interest in the Systems by virtue of the Lessor's transfer.

(e) **No Interference With and Protection of System.** Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's negligence, misconduct or breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(f) **Non-Disturbance Agreements.** Lessor shall, at its sole effort and expense, obtain a non-disturbance agreement ("*NDA*") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, in a form acceptable to Lessee, which NDA shall: (i) acknowledge and consent to Lessee's rights to the

Premises and the Systems under this Agreement; (ii) acknowledge that the third party has no interest in the Systems and shall not gain any interest in the Systems by virtue of the Parties' performance or breach of this Agreement; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Agreement; (iv) waives any lien the third party may have in and to the Systems; and (v) agrees not to disturb Lessee's possession of the Premises.

(g) 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. Without limiting the foregoing, Lessor shall not construct or permit construction on the Property that could adversely affect Insolation levels on the Premises, shall not permit the growth of foliage on the Property (exclusive of the Premises) that could adversely affect Insolation levels on the Premises, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation on the Premises. Such measures may include, but not be limited to, applying to obtain a solar insolation easement. In the event any such obstruction occurs and is not promptly removed, Lessee shall have the right to terminate this Agreement without penalty or further liability, upon notice to Lessor. 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 13(g), (ii) an award of damages might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 13(g).

(h) Hazardous Substances. Lessor represents and warrants that Lessor has no knowledge of any Hazardous Substances present on, in or under the Property or Premises that are in violation of any Applicable Law.

(i) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor. Lessor represents and warrants to Lessee that, to the best of its knowledge, there are no site conditions at the Property or Premises which would: (i) materially increase the cost of installing the System at the planned locations on the Premises or would materially increase the cost of maintaining the System at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the System; or (ii) adversely affect the ability of the System, as designed, to produce electricity once installed, absent conditions beyond Lessor's reasonable control.

(j) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

(k) Liens and Tenants. Except as may be disclosed in the real property records of the County, Lessor represents 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 Premises that could interfere with Lessee's operations on the Premises, including mechanic's liens. 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 Systems, the Premises, or any interest therein, except in the event where Lessee fails to complete System Removal within sixty (60) days after receipt of the Abandonment Notice, where the Lessor retains all rights and remedies at law and equity to enforce System Removal and seek damages for the failure to remove the System as provided herein. 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 the Systems as a result of Lessor's direct or indirect actions 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, except in the event where Lessee fails to complete System Removal within sixty (60) days after receipt of the Abandonment Notice, where the Lessor retains all rights and remedies at law and equity to enforce System Removal and seek damages for the failure to remove the System as provided herein.

(l) Mineral Rights. Lessor represents and warrants that it has no knowledge of existing mineral, oil and gas, water, or natural resource rights that could interfere with Lessee's rights hereunder. During the Lease Term, Lessor may not use, or permit the use of the Premises for the purpose of exploring for, extracting, producing or mining such oil, gas, minerals, or other natural resources, including selling or leasing such interests to a third party, from the surface to a depth of 500 feet below the surface. Lessor may explore for, extract or produce oil, gas, minerals, and other natural resources from the Property in a manner which does not interfere with Lessee's use of the Premises or affect the System and utilizes a method, such as "directional drilling" which does not require the use of the Premises to a depth of five hundred (500) feet below the surface.

(m) Litigation. No litigation is pending, and, to the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Premises or Lessor's right or authority to enter into this Agreement. If Lessor learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Lessor will promptly deliver notice thereof to Lessee.

(n) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "**Security Interest**") in this leasehold or any portion thereof or in the Systems to one or more Financing Parties and Lessor hereby consents to the granting of such Security Interest. In connection therewith, Lessor represents and warrants as follows: (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 Premises; (ii) there is no existing lease, mortgage, security interest, easement, claim, use, or restriction or other interest in or lien upon the Property or Premises that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Agreement, and (iv) there is no existing mineral, oil and gas, water, or natural resource right that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein.

14. Hazardous Substances. Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any Hazardous Substances on, in, or under the Premises or Property, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Party may suffer or incur due to any actions that relate to or arise from such Party's activities on the Premises or Property, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. Lessor shall further indemnify, defend and hold harmless Lessee and its Affiliates and their employees and agents from and against any and all Environmental Claims due to the presence of any Hazardous Substances in, on or under the Premises as of the Effective Date. The indemnifications in this Section 14 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Governmental Authority. Lessor shall comply with all environmental regulations and all environmental requirements of all Illinois public bodies in all forms. This Section 14 shall survive the termination or expiration of this Agreement.

15. **Insurance.**

(a) **Generally.** Lessor and Lessee shall each maintain the insurance coverages set forth in **Exhibit D** in full force and effect throughout the Option Term, Lease Term and through the Removal Date through insurance policies, reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.

(b) **Waiver of Subrogation.** Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.

16. **Taxes.** Lessee shall pay, when due, any real estate or personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority directly resulting from assessments upon the value of the Systems installed on the Premises ("***Personal Property Taxes***"). Lessor shall pay all (i) taxes, assessments or other impositions which may be levied, assessed or imposed upon or with respect to the Property ("***Taxes and Assessments***"), including any annual increases thereon, except those that are the responsibility of Lessee, (ii) any transfer or conveyance tax arising out of this Agreement, (iii) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, (iv) income and other taxes computed upon the basis of the rental payments paid under this Agreement. Lessee shall pay any increase in Taxes and Assessments accruing during the Lease Term to the extent resulting from the presence of the System on the Premises. ("***Lessee Real Property Taxes***" and together with Personal Property Taxes, "***Lessee Taxes***"). To the extent the applicable taxing authority provides a separate tax bill for the Lessee Taxes to Lessee, Lessee will pay such Lessee Taxes directly to the applicable taxing authorities prior to the date such Lessee Taxes become delinquent. If a separate tax bill for the Lessee Taxes is not provided to Lessee, Lessee shall pay the Lessee Taxes within thirty (30) days following receipt of written demand from Lessor of the amount of the Lessee Taxes with a copy of the applicable tax bill. In the event that Lessor fails to pay any such taxes or other fees and assessments for which it is responsible under this Agreement, Lessee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Agreement. If Lessor receives notice of any new Lessee Taxes, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such Lessee Taxes, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the Lessee Taxes and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 16.

17. **Liability and Indemnity.**

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

(b) 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 Laws existing prior to the Effective Date, or by any party other than the Lessee Parties.

(c) This Section 16 shall survive the termination or expiration of this Agreement.

18. **Casualty/System Loss.**

(a) In the event the Premises or access thereto shall be so damaged or destroyed by fire or other casualty so as to make the use of the Premises impractical, as determined by Lessee in its sole and absolute discretion, then Lessee may elect to terminate this Agreement by providing notice to Lessor of such termination within ninety (90) days of Lessee's knowledge of the damage or destruction, which termination will be effective as of a date of such damage or destruction. If Lessee does not elect to terminate this Agreement within ninety (90) days of such a casualty, then the Rent shall be abated until such time as Lessee's use of the Premises is restored or four hundred and fifty-five (455) days from Lessee's knowledge of the damage or destruction, whichever occurs first. Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the Systems, which replacement or restoration shall be Lessee's responsibility.

(b) In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("**System Loss**"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue this Agreement. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, Lessee may terminate this Agreement effective upon the date of such System Loss, and Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss and Lessor shall promptly return to Lessee the portion of the pre-paid Rent covering the days remaining between the date of such System Loss and the next anniversary of the Commercial Operation Date.

(c) In the event of termination under this Section 18, Lessee shall remove the Systems in accordance with Section 6(c).

19. **No Consequential Damages.** 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.

20. **Condemnation.** In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Agreement immediately upon notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation under this Agreement. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

21. **Assignment.**

(a) Lessor shall not assign any of its rights, duties or obligations under this Agreement without the prior consent of Lessee, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, prior consent of Lessee is not required for an assignment of this Agreement in connection with a sale or other disposition of the Property pursuant to Section 13(d), provided that Lessor has given Lessee notice thereof at least thirty (30) days prior to the disposition.

(b) Lessee shall not assign or sublease any of its rights, duties or obligations under this Agreement without the prior consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may, without consent from Lessor, assign any of its rights, duties or obligations under this Agreement: (i) to a Financing Party pursuant to Section 21(c), (ii) to one or more of its Affiliates, (iii) to one or more third parties in connection with a collateral assignment of rights, mortgage, pledge or otherwise, (iv) to any Person or entity succeeding to all or substantially all of the stock or assets of Lessee, or (v) to a successor entity in a merger or acquisition

transaction. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent and assignment agreement with Lessee's Financing Party.

(c) Notwithstanding anything herein to the contrary, Lessee may collaterally assign this Agreement and the System to a Financing Party without the need for consent from Lessor. Upon receipt of notice of the name and address of the Financing Party, Lessor agrees to deliver any notices of default to the Financing Party simultaneously with the delivery of such notices of default to Lessee. The Financing Party will have the right to cure any defaults or breaches by Lessee within the time periods provided hereunder for Lessee plus an additional sixty (60) days in the case of an Event of Default under Section 22, and in order to succeed to the rights and obligations of Lessee under this Agreement shall not be required to cure any defaults by Lessee under Section 22 that by their nature are not capable of being cured by the Financing Party. Any such notices shall be sent to the Financing Party at the address specified in writing to Lessor by Lessee or any Financing Party. Failure by Lessor to give the Financing Party such notice shall not diminish the Financing Party's rights against Lessee, but shall preserve all rights of the Financing Party to cure any default and to remove any property of Lessee located on the Premises.

(d) If Lessor has been notified of the existence of a Financing Party, Lessor will not agree to any amendment, modification or voluntary termination of this Agreement without the prior written consent of the Financing Party. Upon receipt of a written request from any Financing Party, Lessor shall make any and all payments due and owing by Lessor under this Agreement, if any, to an account designated by Financing Party, and Lessee agrees that such payment by Lessor will fully satisfy Lessor's payment obligations with respect to this Agreement to the extent of such payment. Lessor agrees that, upon foreclosure (or assignment in lieu of foreclosure) of its mortgage or security interest in the System, the Financing Party may succeed to the rights and obligations of Lessee under this Agreement. The Financing Party will be responsible for performance of Lessee's obligations after it succeeds to Lessee's interests under this Agreement, but shall have no further liability hereunder after it assigns such interests to a third party.

(e) If this Agreement is rejected or disaffirmed by Lessee pursuant to bankruptcy law or other law affecting creditor's rights and within ninety (90) days after such event any Financing Party shall have arranged to the reasonable satisfaction of Lessor for performance of Lessee's obligations under this Agreement, then Lessor shall execute and deliver to such Financing Party or to a designee of such Financing Party a new agreement which (i) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; and (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement.

(f) An assignment by either Party in accordance with this Section 21 shall, provided that assignee assumes the assignor's obligations under this Agreement, relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

(g) The provisions of this Section 21 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 21 were a separate and independent contract made by Lessor, Lessee and each Financing Party. Lessee's Financing Parties shall be express third party beneficiaries of this Section 21.

22. Defaults and Remedies.

(a) Events of Default. The occurrence of any of the following (each an "*Event of Default*") shall place the Party responsible for the Event of Default (the "*Defaulting Party*") in default of this Agreement, and the other Party (the "*Non-Defaulting Party*") shall be entitled to the remedies provided in Section 22(b): (i) a Party's failure to pay any amount required to be paid hereunder and such failure shall

continue for thirty (30) days after written notice of such failure has been received by the Defaulting Party, (ii) a Party's failure to perform any covenant or obligations hereunder, other than payment of monetary sums, or commitment of a material breach of this Agreement and the failure to cure such default within sixty (60) days after written notice specifying such failure has been received by the Defaulting Party, or (iii) if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required to complete the cure, a Party's failure to use diligence and good faith to commence and continue exercising commercially reasonable diligence to cure the Event of Default after such sixty (60) day period, and (iv) a Party becomes subject to a Bankruptcy Event. Further, if the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy in escrow with any reputable third party escrow, or may interplead the same, which amount shall remain undistributed and shall not accrue interest or penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

(b) **Remedies.** Except as qualified by Section 21(e), upon the occurrence of, and during the continuance of an Event of Default, the Non-Defaulting Party shall: (i) have the right to terminate this Agreement by giving written notice of termination to the Defaulting Party; and (ii) have all rights and remedies that may be available to the Non-Defaulting Party at law or in equity.

23. **Notices.** All notices under this Agreement shall be made in writing to the Addresses for Notices specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, 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 written notice of the same in accordance with the provisions of this Section 23. Failure to comply strictly with the terms of this provision 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.

24. **Waiver.** 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 any subsequent breach of such term, condition, or provision, or any other term, condition, or provision contained herein.

25. **Remedies Cumulative.** 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.

26. **Headings.** 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.

27. **Invalid Term.** If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement; *provided, however*, that the Parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.

28. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles.

29. **Dispute Resolution.** In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, the Parties agree to engage in good faith negotiations to resolve such dispute. If the Parties are unable to resolve such dispute

through such negotiations, either Party may, within a reasonable time after the dispute has arisen, pursue all available legal and/or equitable remedies.

30. **Attorney's Fees.** In the event there is a lawsuit, action, arbitration, or other proceeding between Lessee and Lessor, which arises from or concerns this Agreement, whether that lawsuit, action, arbitration, or other proceeding involves causes of action in contract or in tort, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its actual attorneys' and expert or consultants' fees and court costs, in such lawsuit, action, arbitration, or other proceeding.

31. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT.

32. **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.

33. **Counterparts.** This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party agrees that signatures transmitted by facsimile or electronically shall be legal and binding and have the same full force and effect as if an original of this Agreement and had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

34. **Entire Agreement.** This Agreement, including the Cover Sheet and all exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersedes 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.

35. **Further Assurances.** Upon the receipt of a request from the other Party or a Financing 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. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 35.

36. **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, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 36 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Agreement upon ninety (90) days' prior notice to the other Party without penalty or further liability. If at the end of such ninety (90) day period such Force Majeure Event shall still continue and the material

obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Agreement shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Agreement pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Agreement shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.

37. **Confidentiality.** Lessor will maintain in strict confidence, for the sole benefit of Lessee, the existence and the terms of this Agreement and the transactions contemplated herein, including but not limited to any business plans, financial information, technical information regarding the design, operation, maintenance of the System; *provided, however,* Lessor may disclose this Agreement and the transactions contemplated herein to Lessor's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

38. **Memorandum of Lease.** Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as **Exhibit E** shall be recorded in the office where real estate records are customarily filed in the jurisdiction of the Premises.

39. **Brokers.** In the event any broker or other party claims a commission, the Party responsible for the contact with that claimant shall indemnify, defend and hold the other Party harmless from that claim, and including, without limitation, the payment of any attorneys' fees and costs incurred.

40. **Interpretation.** This Agreement shall not be construed against the Person or entity preparing it, but shall be construed as if all of the Parties jointly prepared this Agreement without any uncertainty or ambiguity being interpreted against any one of them.

41. **No Partnership.** This Agreement is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee' and 'grantor' and 'grantee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party, other than as provided in Section 3(d).

42. **Intentionally Omitted.**

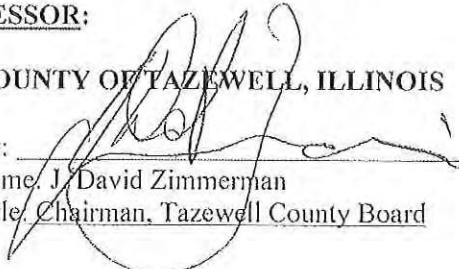
43. **Time is of the Essence.** Time is of the essence with respect to all provisions within this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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

LESSOR:

COUNTY OF TAZEWELL, ILLINOIS

By: 
Name: J. David Zimmerman
Title: Chairman, Tazewell County Board

LESSEE:

PEARL ST SOLAR 1, LLC

an Illinois Limited Liability Company

By: GreenKey Solar, LLC
its sole member and manager

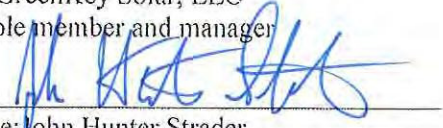
By: 
Name: John Hunter Strader
Title: Authorized Person

EXHIBIT A

DESCRIPTION OF PROPERTY

A PART OF THE NORTH WEST FCORNER OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 11, A PART OF THE SOUTH WEST PART OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION ELEVEN, THE EAST HALF OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 11, A PART OF THE NORTHEAST CORNER OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14 AND THE EAST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 14, A SECTION OF LAND OFF OF LAND IN THE WEST PART OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION FOURTEEN, ALSO THE NORTH HALF OF THE SAME PIECE OF LAND COVENEYED TO PHILLIPS FLAGER BY GEORGE W DEAN AND WIFE BY DEED BEARING DATE JUNE 27, 1836 DESCRIBED AS FOLLOWS: COMMENCING AT A BLACK OAK 18 INCHES IN DIAMETER BEARING SOUTH 14 DEGREES EAST 17 LINKS BEING 9 CHAINS AND 75 LINKS SOUTH OF THE NORTH WEST CORNER OF THE WEST ½ OF THE SOUTH EAST QUARTER OF SECTION 11 IN TOWNSHIP 24 NORTH RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST 10 CHAINS 70 LINKS TO AN ELM 18 INCHES IN DIAMETER BEARING NORTH 23 DEGREES WEST 11 LINKS, THENCE RUNNING 5 DEGREES 35 MINUTES EAST 9 CHAINS AND 66 LINKS TO A HICKORY 14 INCHES IN DIAMETER BEARING NORTH 69 DEGREES EAST 10 LINKS THENCE WEST 10 CHAINS 12 LINKS TO A BLACK OAK 18 INCHES BEARING 71 DEGREES EAST 6 LINKS THENCE NORTH 9 CHAINS AND 62 LINKS TO THE PLACE OF BEGINNING THE WHOLE OF THE LAST TRACT CONTAINING 10 ACRES, THE WHOLE OF THE FOREGOING LAND BEING IN TOWNSHIP 24 NORTH RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN RESERVING THE RIGHT OF WAY TO THE INDIANAPOLIS BLOOMINGTON AND WESTERN RAILWAY COMPANY

ALSO

COMMENCING AT A STAKE FIFTY (50) FEET NORTH OF THE CENTER OF THE CLEVELAND, CINCINNATI CHICAGO AND SAINT LOUIS RAIL ROAD ON THE NORTH RIGHT OF WAY AND ON THE EAST LINE OF THE NORTH EAST QUARTER OF SECTION FOURTEEN (14) IN TOWNSHIP TWENTY FOUR (24) NORTH, RANGE FOUR (4) WEST OF THE THIRD PRINCIPAL MERIDIAN, THENCE RUNNING NORTH 5 DEGREES WEST 32.55 CHAINS TO A STONE AT THE NORTH EAST CORNER OF SECTION FOURTEEN (14); THENCE RUNNING SOUTH 85 DEGREES WEST 6.555 CHAINS TO THE CENTER OF THE CREEK, THENCE RUNNING SOUTH 62 DEGREES 36 MINUTES EAST 3.14 CHAINS, THENCE RUNNING SOUTH 68 DEGREES 41 MINUTES WEST 2.505 CHAINS, THENCE SOUTH 7 DEGREES 8 MINUTES WEST 1.34 CHAINS, THENCE SOUTH 46 DEGREES 22 MINUTES EAST 4.285 CHAINS, THENCE SOUTH 83 DEGREES 47 MINUTES EAST NINETY SIX LINKS, THENCE SOUTH 18 DEGREES 28 MINUTES EAST FIVE.095 CHAINS, THENCE SOUTH 24 DEGREES 2 MINUTES WEST 4.575 CHAINS, THENCE SOUTH 61 DEGREES 5 MINUTES WEST 2.66 CHAINS, THENCE SOUTH 15 DEGREES 20 MINUTES EAST FIVE.665 CHAINS, THENCE SOUTH 57 DEGREES WEST 4.31 CHAINS, THENCE SOUTH 4 DEGREES EAST 5.35 CHAINS TO THE NORTH LINE OF THE RIGHT OF WAY OF THE CLEVELAND CINCINNATI CHICAGO AND SAINT LOUIS RAIL ROAD THENCE SOUTH 79 DEGREES EAST 9.32 CHAINS TO THE PLACE OF BEGINNING;

ALSO

COMMENCING AT THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO ROBERT G. BUSSE, MRS. R.V.GRIMMER, GARY GRIMMER AND NANCY GRIMMER MOSSNER, IN BOOK 2915 AT PAGE 169 IN THE RECORDERS OFFICE OF TAZEWEEL COUNTY, THENCE EAST ALONG THE NORTH BOUNDARY LINE OF PROPERTY CONVEYED IN BOOK 2915 AT PAGE 123 IN THE RECORDER'S OFFICE OF TAZEWEEL COUNTY; BY CONRAIL, HEREINAFTER "SAID PROPERTY", APPROXIMATELY 2042 FEET TO A POINT, SAID POINT BEING THE BOUNDARY LINE BETWEEN THE PROPERTY OWNED BY THE GRANTEES AND JOHN J.GETZ, THENCE SOUTH 100 FEET TO A POINT, SAID POINT BEING LOCATED ON THE SOUTHERN BOUNDARY OF SAID PROPERTY, THENCE WEST ALONG THE SOUTHERN BOUNDARY OF SAID PROPERTY APPROXIMATELY 2042 FEET TO A POINT, SAID POINT BEING 100 FEET SOUTH OF THE PLACE OF BEGINNING, THENCE NORTH 100 FEET TO THE PLACE OF BEGINNING; ALL OF SAID PROPERTY BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13. ALSO A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWEEL COUNTY, ILLINOIS.

Parcel Number: 11-11-14-200-001

EXHIBIT B

DESCRIPTION OF PREMISES AND EASEMENTS

The Premises consists of approximately 15 acres located at the Property as described and/or depicted below.

Lessor agrees that the Description of the Premises and Easements will be replaced with actual metes and bounds upon completion of System design and site survey.



EXHIBIT C

DEFINITIONS

“*Abandonment Notice*” has the meaning set forth in Section 6(c) of this Agreement.

“*Access Easement*” has the meaning set forth in Section 4(c).

“*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 or officer of such Person or of an Affiliate of such Person.

“*Agreement*” has the meaning set forth on page 1 herein.

“*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.

“*Authorization Letter*” has the meaning set forth in Section 3(d) of this Agreement.

“*Bankruptcy Event*” means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.

“*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.

“*Commercial Operation Date*” means the date on which the System(s) are ready for commercial operation after required testing.

“*Event of Default*” has the meaning set forth in Section 22(a) of this Agreement.

“*Defaulting Party*” has the meaning set forth in Section 22(a) of this Agreement.

“*Development Rights*” has the meaning set forth in Section 42 of this Agreement.

“*Dispute*” has the meaning set forth in Section 29 of this Agreement.

“*Easements*” has the meaning set forth in Section 4(c) of this Agreement.

“*Environmental Attributes and Incentives*” means any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility, whether existing as of the Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

“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, that relate to or arise from such Party’s activities on the Property.

“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.

“Event of Default” has the meaning set forth in Section 22(a) of this Agreement.

“Exercise Notice” has the meaning set forth in Section 4(a) of this Agreement.

“Expiration Date” has the meaning set forth on the Cover Sheet, as such date may be extended in accordance with the Agreement.

“Extension Exercise Notice” has the meaning set forth in Section 7 of this Agreement.

“Extension Option” has the meaning set forth in Section 7 of this Agreement.

“Extension Term” has the meaning set forth in Section 7 of this Agreement.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System 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 System. Lessee shall give Lessor notice of and the contact information for any such Financing Party within one hundred twenty (120) days after the Lease Commencement Date and shall confirm any change in such contact information upon request of Lessor.

“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, acts of a public enemy or other civil disturbance; (ii) 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; (iii) 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 (iv) 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.

“Governmental Approvals” has the meaning set forth in Section 3(d) of this Agreement.

“Governmental Authority” means any federal, state, regional, county, 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.

“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, mycotoxins, 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.

“Insolation” has the meaning set forth in Section 13(g) of this Agreement.

“Land” has the meaning set forth in Recital B.

“Lease Commencement Date” has the meaning set forth in Section 4(a) of this Agreement.

“Lease Term” has the meaning set forth on the Cover Sheet of this Agreement.

“Lessee Real Property Taxes” has the meaning set forth in Section 16 of this Agreement.

“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.

“Lessee Taxes” has the meaning set forth in Section 16 of this Agreement.

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

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and interconnection services to Lessee for Lessee’s System.

“Non-defaulting Party” has the meaning set forth in Section 22(a) of this Agreement.

“NDA” has the meaning set forth in Section 13(f) of this Agreement.

“Operation Term” has the meaning set forth in Section 5(b) of this Agreement.

“Option” has the meaning set forth in Section 3(a) of this Agreement.

“Option Term” has the meaning set forth in Section 3(b) of this Agreement.

“Party” or “Parties” has the meaning set forth on page 1 of this Agreement.

“Permits” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

“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.

“Personal Property Taxes” has the meaning set forth in Section 16 of the Agreement.

“Premises” has the meaning set forth in Recital B of this Agreement.

“Property” has the meaning set forth in Recital A of this Agreement.

“Public Official” has the meaning set forth in Section 42 of this Agreement.

“Removal Date” means the date not be later than one hundred-eighty (180) days after either the Expiration Date or the date of earlier termination of this Agreement, if applicable, when Lessee shall complete the removal of all of its tangible property comprising the System from the Premises.

“Rent” has the meaning set forth in Section 5(a) of this Agreement.

“Security Interest” has the meaning set forth in Section 13(n) of this Agreement.

“System(s)” means the solar photovoltaic system or systems installed and operating at the Premises, together with all electrical production, transmission, distribution, and storage facilities, hardware and materials, including without limitation, panels, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, batteries, features and improvements necessary to produce, transmit and store electric energy at such facility (excluding power to the Property).

“System Loss” has the meaning set forth in Section 18(b) of this Agreement.

“System Removal” has the meaning set forth in Section 6(c) of this Agreement.

“Taxes and Assessments” has the meaning set forth in Section 16 of this Agreement.

“Tests” has the meaning set forth in Section 2 of this Agreement.

“Utility Easement” has the meaning set forth in Section 4(c) of this Agreement.

EXHIBIT D

INSURANCE

The Parties shall maintain the following insurance coverages in full force and effect throughout the Option Term and Lease Term:

Lessor: Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence.

Lessee: (i) Workers' Compensation at statutory limits and Employer's Liability Coverage of at least \$1,000,000.00 per occurrence, (ii) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence, and (iii) Automobile Liability Coverage of at least \$1,000,000.00 per occurrence for bodily injury and property damage. For any claims resulting from the operation, maintenance and repair of the System, Lessee's insurance coverage shall be primary. Subject to the mutual waivers granted in Section 15 of this Agreement, any insurance maintained by Lessor shall be in excess of Lessee's insurance and shall not contribute with it.

EXHIBIT E

MEMORANDUM OF OPTION AND LEASE

[See attached]

**Recording Requested by and
after recording return to:**

Pearl St Solar 1, LLC
c/o GreenKey Solar, LLC
73 W Monroe
Chicago, IL 60603
Attn: John Hunter Strader

MEMORANDUM OF OPTION AND LEASE


THIS MEMORANDUM OF OPTION AND LEASE (the "*Memorandum*"), is made as of July 6th, 2019 by and between Tazewell County, Illinois, a _____ having its principal place of business located at Tazewell County, Illinois ("*Lessor*") and Pearl St Solar 1, LLC, a Illinois limited liability company with its principal place of business located at 1814 Franklin Street, Suite 700, Oakland, California 94612 ("*Lessee*").

1. Lessor and Lessee are parties to that certain Option and Lease Agreement (the "*Option and Lease*"), dated as of even date herewithin (the "*Effective Date*") covering a portion of that certain parcel of land and the improvements thereon described in Schedule A annexed hereto (the "*Property*").
2. Under the Option and Lease, Lessee has an option to lease and acquire easements over a portion of the Property as described in **Schedule A** annexed hereto (the "*Premises*"), which option commences on the Effective Date and lasts for Five-Hundred and Fourty (540) days thereafter. The option term may be extended for two addition terms of Three Hundred and Sixty-Five (365) days each.
3. The commencement date of Lessor's lease of the Premises shall be the date of Lessor's exercise of the option.
4. If the option is exercised, the initial term of the lease will be for twenty (20) years, and Lessee shall have the option to extend the lease for up to four (4) additional five (5)-year terms, subject to earlier termination or extension pursuant to the terms of the Option and Lease or applicable law.
5. Under the Option and Lease, Lessee has an option to acquire easements over a portion of the Property as described in **Schedule A** annexed hereto (the "*Easements*"). The term of the option to acquire the Easements and the term of the Easements are co-terminus with the option to lease and lease, as extended.
6. All of the terms, covenants and conditions of the Option and Lease are incorporated herein and made a part hereof. The purpose of this Memorandum is to give notice of the existence of the tenancy and Easements created by the Option and Lease; and shall not be construed to vary or otherwise affect the rights or obligations of the parties under the Option and Lease as it may be amended.

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

LESSOR:

COUNTY OF TAZEWELL ILLINOIS
a body politic and corporate

By: J. David Zimmerman 

Title: Chairman, Tazewell County Board

LESSEE:

PEARL ST SOLAR 1, LLC

An Illinois Limited Liability Company

By: **GREENKEY SOLAR, LLC**

its sole member and manager

By: 

Name: John Hunter Strader

Title: Authorized Person

SCHEDULE A
to
Memorandum of Option and Lease
PREMISES AND EASEMENT LEGAL DESCRIPTION

EXHIBIT F

FORM OF AMENDMENT TO DESCRIBE THE PREMISES

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("***Amendment***") is made and entered into as of February 6th, 2019 (the "***Effective Date***"), between Tazewell County, Illinois, ("***Lessor***") and PeakSt Solar 1, LLC, an Illinois limited liability company (the "***Lessee***").

WHEREAS, Lessor and Lessee entered into that certain Option and Lease Agreement, dated February 6th, 2019 with respect to the property commonly known as 21314 IL RTE 9, Tremont, IL (Parcel Number 11-11-14-200-001), (collectively, the "***Lease***").

WHEREAS, the legal descriptions for the Premises and Easements shown on Exhibit B were based on preliminary site discovery information and were contemplated to be replaced with actual metes and bounds upon completion of System design and site survey.

WHEREAS, Lessee has completed its System design and site survey and the parties now seek to replace the legal descriptions attached to Exhibit B with the legal descriptions for the current design.

WHEREAS, the parties desire to amend the Lease on the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree, as follows:

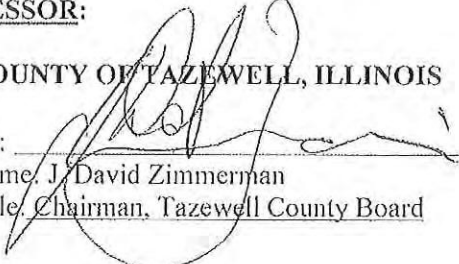
1. **Recitals**. The foregoing recitals are incorporated herein as if set forth at length. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Lease. All references herein to the Lease shall include the Lease as modified by this Amendment.
2. **Premises and Easement Exhibit**. Exhibit B of the Lease is hereby deleted in its entirety and replaced with **Schedule 1** attached hereto.
3. **Ratification; Full Force and Effect**. Except as amended by this Amendment, the Lease is hereby ratified, confirmed and approved in all respects.
4. **Provisions Binding**. All rights and liabilities given to or imposed upon either of the parties to this Amendment shall extend to and are binding upon the parties hereto and their respective successors and assigns.
5. **Entire Agreement**. This Amendment (a) together with the Lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties, (b) may not be modified or amended except by written agreement signed by the parties, (c) will be governed by the laws of the State of Illinois, without regard to principles of conflicts of laws and (d) may be executed by facsimile signature and in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument.

[Signatures on the Following Page]

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

LESSOR:

COUNTY OF TAZEWELL, ILLINOIS


By: 
Name: J. David Zimmerman
Title: Chairman, Tazewell County Board

LESSEE:

PEARL ST SOLAR 1, LLC

an Illinois Limited Liability Company

By: GreenKey Solar, LLC
its sole member and manager

By: 
Name: John Hunter Strader
Title: Authorized Person

LESSOR ACKNOWLEDGMENT

STATE OF Illinois)
 : ss.
COUNTY OF Tazewell)

This instrument was acknowledged before me on 2/7/19 (date) by J. David Zimmerman (name of person) as County Board Chairman (type of authority, e.g., officer, trustee, etc.) of TAZEWELL COUNTY, ILLINOIS (name of company).

Melissa A Kreiter
Notary Public



LESSEE ACKNOWLEDGEMENT

STATE OF)
 : ss.
COUNTY OF)

This instrument was acknowledged before me on 2/8/19 (date) by John Hunter Strader (name of person) as Authorized Person (type of authority, e.g., officer, trustee, etc.) of Grunkley Solar, LLC (name of company).

Kristen Stambaugh Williams
Notary Public

OFFICIAL SEAL
KRISTEN STAMBAUGH WILLIAMS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/04/21

SCHEDULE 1

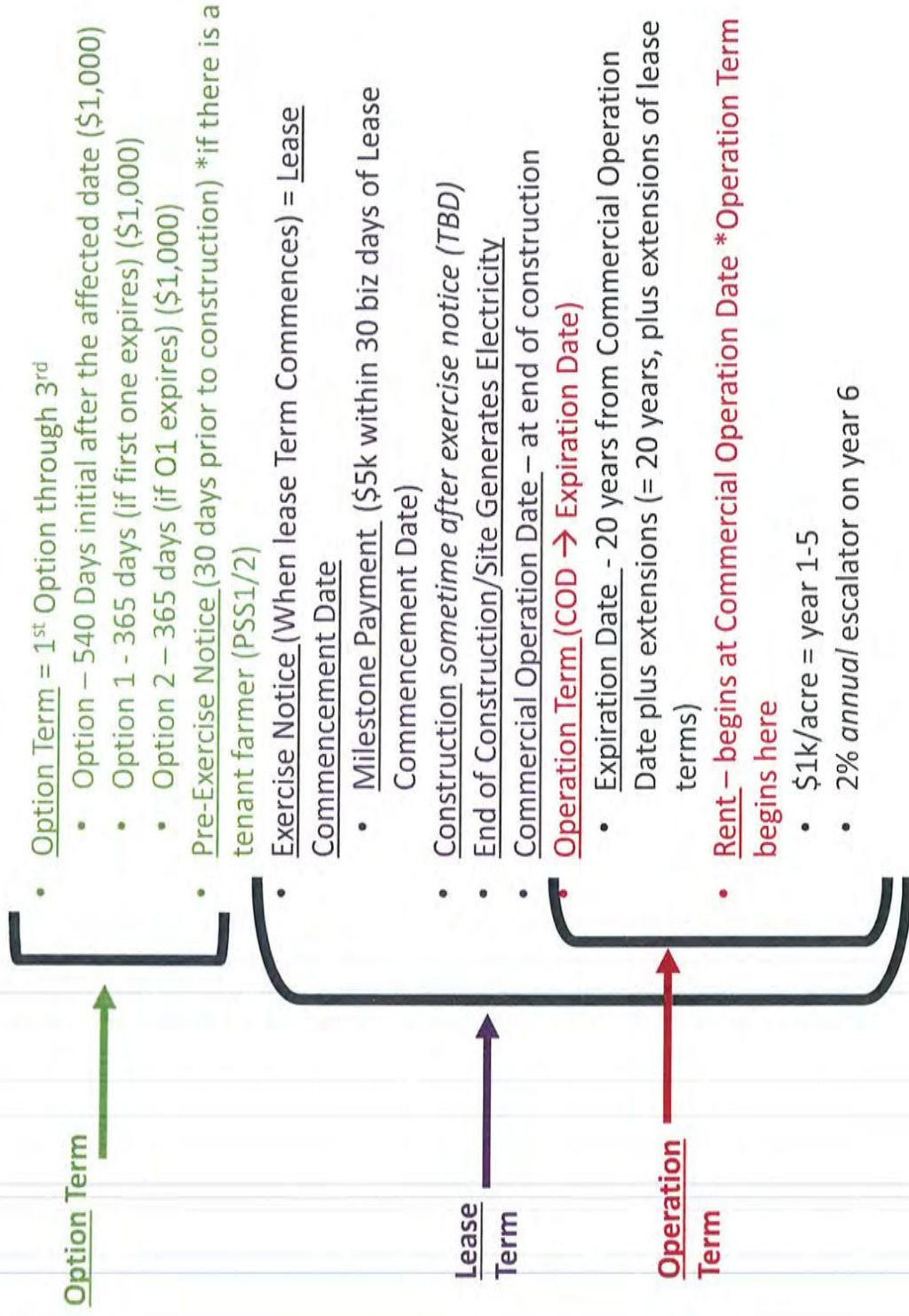
EXHIBIT B

DESCRIPTION OF PREMISES AND EASEMENTS

EXHIBIT G

RENT

		Payment Amount
	Year	(Per Acre Per Year)
Years 1-5:	1	\$1,000.00
	2	\$1,000.00
	3	\$1,000.00
	4	\$1,000.00
	5	\$1,000.00
Years 6-10:	6	\$1,020.00
	7	\$1,040.40
	8	\$1,061.21
	9	\$1,082.43
	10	\$1,104.08
Years 11-15:	11	\$1,126.16
	12	\$1,148.69
	13	\$1,171.66
	14	\$1,195.09
	15	\$1,218.99
Years 16-20:	16	\$1,243.37
	17	\$1,268.24
	18	\$1,293.61
	19	\$1,319.48
	20	\$1,345.87
1st Renewal Term - Years 21-25:	21	\$1,372.79
	22	\$1,400.24
	23	\$1,428.25
	24	\$1,456.81
	25	\$1,485.95
2nd Renewal Term - Years 26-30:	26	\$1,515.67
	27	\$1,545.98
	28	\$1,576.90
	29	\$1,608.44
	30	\$1,640.61
3rd Renewal Term - Years 31-35:	31	\$1,673.42
	32	\$1,706.89
	33	\$1,741.02
	34	\$1,775.84
	35	\$1,811.36
4th Renewal Term - Years 36-40:	36	\$1,847.59
	37	\$1,884.54
	38	\$1,922.23
	39	\$1,960.68
	40	\$1,999.89



Exercise Notice

Option 1 365 Days
Option 2 365 Days

*Lease Term can begin at any point during option Term

Option Term

Four 5 year Extensions

Construction

Lease Term

Operation Term

Four 5 year Extensions

Commercial Operation Date (Construction is complete and system is generating electricity – **Operation Term Begins**)

Pearl St Solar 1, LLC Pearl St Solar 2, LLC

Solar Project Summary for Tazewell County Executive
Committee and County Board



Approx Lease Area (min 12.5 acres) Pearl St Solar 1, LLC



GO



GREENKEY SOLAR

Approx Lease Area (min 12.5 acres) Pearl St Solar 2, LLC



Important Key Real Estate Terms

- Property = Entire Parcel
- Land = fenced-in lease area
- Premises = Land + Easements = acreage that Rent (\$/acre) is multiplied against

Turquoise parcel boundary = Property



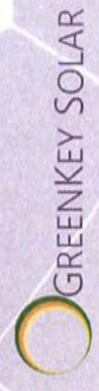
Red shaded area = (approximate) Land



Red shaded area + Yellow Easement = Premises



****NOTE – all drawings are approximate at this stage and subject to final engineering and will be amended in the Lease with final as-built ALTA surveys (after the solar array is constructed)**



Rent

- Rent = One Thousand Dollars (\$1,000.00) per acre per lease year with a 2% annual escalator beginning after the 5th year (beginning in Year 6) as set out on Exhibit G attached hereto.
- Minimum of 12.5 acres per project
- "Lessee shall pay to Lessor Rent equal to the applicable per acre rental fee identified on the Exhibit G attached hereto multiplied by the number of acres included in the Premises"

Year	Payment Amount (Per Acre Per Year)
Years 1-5:	
1	\$1,000.00
2	\$1,000.00
3	\$1,000.00
4	\$1,000.00
5	\$1,000.00
Years 6-10:	
6	\$1,020.00
7	\$1,040.40
8	\$1,061.21
9	\$1,082.43
10	\$1,104.08
Years 11-15:	
11	\$1,126.16
12	\$1,148.69
13	\$1,171.66
14	\$1,195.09
15	\$1,218.99
Years 16-20:	
16	\$1,243.37
17	\$1,268.24
18	\$1,293.61
19	\$1,319.48
20	\$1,345.87
1st Renewal Term - Years 21-25:	
21	\$1,372.79
22	\$1,400.24
23	\$1,428.25
24	\$1,456.81
25	\$1,485.95
2nd Renewal Term - Years 26-30:	
26	\$1,515.67
27	\$1,545.98
28	\$1,576.90
29	\$1,608.44
30	\$1,640.61
3rd Renewal Term - Years 31-35:	
31	\$1,673.42
32	\$1,706.89
33	\$1,741.02
34	\$1,775.84
35	\$1,811.36
4th Renewal Term - Years 36-40:	
36	\$1,847.59
37	\$1,884.54
38	\$1,922.23
39	\$1,960.68
40	\$1,999.89

