

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT entered into this ____ day of _____, 2024, between the Phillip Ray Lamkin estate, by its independent executor, Timothy Lamkin, hereinafter referred to as Seller, and _____, hereinafter referred to as Buyer, WITNESSETH:

1. **SALE AND DESCRIPTION OF PROPERTY:** That Seller owns 57.16 acres, more or less, of farmland with no improvements in Section 15 of Clintonia Township, DeWitt County, Illinois which Seller desires to sell to Buyer and Buyer desires to purchase from Seller upon the terms and conditions hereinafter set forth:

The West ½ of the Southeast ¼ of Section 15, Township 20 North, Range 2 East of the 3rd Principal Meridian,

EXCEPT beginning at the Southwest corner of the Southeast ¼ of Section 15, Township 20 North, Range 2 East of the 3rd Principal Meridian; thence North 0°00'00" East along the West line of the Southeast ¼ of said Section 15, 268.07 feet; thence North 88°13'26" East parallel with the South line of the Southeast ¼ of said Section 15, 319.80 feet to the center line of an existing ditch; thence South 02°26'14" East along the center line of said ditch, 267.96 feet to the South line of the Southeast ¼ of said Section 15; thence South 88°13'26" West along the South line of the Southeast ¼ of said Section 15, 331.20 feet, more or less to the place of beginning, situated in the County of DeWitt, in the State of Illinois;

ALSO EXCEPTING:

A part of the West Half (W ½) of the Southeast Quarter (SE ¼) of Section Fifteen (15), Township Twenty (20) North, Range Two (2) East of the Third Principal Meridian. Clintonia Township, Dewitt County, Illinois, as depicted on Exhibit A and described as follows:

Commencing at the Southwest corner of the West Half (W ½) of the Southeast Quarter (SE ¼) of said Section Fifteen (15); thence North 00 degrees 20 minutes 45 seconds East, along the West line of the West Half (W ½) of the Southeast Quarter (SE ¼) of said Section Fifteen (15); a distance of 268.07 feet to the Northwest corner of a tract of land conveyed to David M. Van Haintze and Margaret J.C. Van Haintze and described in Warranty Deed recorded in Book 312 on page 170 of the records In the Recorder's Office of Dewitt County, Illinois, said point also being the Point of Beginning. From said Point of beginning; thence continued North 00 degrees 20 minutes 45 seconds East, a distance of 506.92 feet; thence North 88 degrees 34 minutes 03 seconds East, a distance of 1179.00 feet; thence South 00 degrees 21 minutes 49 seconds West, a distance of 743.51 feet to a point on the westerly right of way line of F.A. Route 412 (U.S. Route 51) as described in Warranty

Deed recorded in Book 224 on page 08 of the records in the Recorder's Office of DeWitt County, Illinois; thence South 74 degrees 31 minutes 58 seconds West, along said westerly right of way line, a distance of 47.30 feet to a point on the northerly right of way line of Township Route 125 (Tabor Road); thence South 01 degrees 25 minutes 57 seconds East, a distance of 20.00 feet to a point on the South line of the West Half (W ½) of the Southeast Quarter (SE ¼) of said Section Fifteen (15); thence South 88 degrees 34 minutes 03 seconds West, along the South line of the West Half (W ½) of the Southeast Quarter (SE ¼) of said Section Fifteen (15), a distance of 802.67 feet to the Southeast corner of said Van Haintze tract of land; thence North 02 degrees 05 minutes 28 seconds West, along the centerline of Ten Mile Creek, a distance of 267.96 feet to the Northeast corner of said Van Haintze tract of land; thence South 88 degrees 34 minutes 03 seconds West, parallel with the South line of the West Half (W ½) of the Southeast Quarter (SE ¼) of said Section Fifteen (15), a distance of 319.80 feet to the Point of Beginning. Said parcel also being shown on Plat of Survey by Ronald W. Lamb dated March 13, 2017 and recorded on March 16, 2017 as Plat Document Number 249013 in the Recorder's Office of DeWitt County, Illinois.

Parcel No.: 07-15-400-09

2. **PRICE AND PAYMENT:** The purchase price of the above-described real estate owned by the Seller to be purchased by the Buyer is _____ Dollars (\$ _____) payable in the following manner:

A. A down payment of ten-percent (10%) _____ Dollar (\$ _____) shall be paid upon the execution of this agreement payable to the trust account of Taylor & Lynch, LLC at 216 S. Center Street, Clinton, Illinois, attorney for the Seller, receipt whereof is hereby acknowledged.

B. The remainder of the purchase price shall be paid on or before December 15, 2024.

3. **POSSESSION AND CROPS:** The above-described real estate consists mainly of tillable farm land. Possession of the real estate described hereto shall be delivered to the Buyer at the time of settlement subject to the tenant in possession for the crop year 2024. Seller shall be entitled to all crops from the 2024 crop year.

4. **EXECUTOR'S DEED:** Seller will cause fee simple title to said real estate to be conveyed to Buyer or to such party as the Buyer may direct by Executor's Deed upon payment being made as herein provided.

5. **EVIDENCE OF TITLE:** That Seller covenants and agrees to furnish to Buyer evidence of title to the property which is the subject matter of this agreement within 21 days. The Seller will furnish Buyer a written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owner's policies issued by such company. If the written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. An owner's title policy, in the amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

6. **TAXES:** Taxes for the year 2023 payable in 2024 shall be paid in full by the Seller prior to closing. Taxes for the year 2024 payable in 2025 shall be paid by the Seller by giving the Buyer a credit for the taxes at the time of closing. Taxes will be based upon the latest tax figures available at the time of closing and shall be acceptable to both Seller and Buyer.

7. **INSURANCE:** Both parties acknowledge the property sold contains no improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

8. **GENERAL PROVISIONS:** The real estate described above is sold and title is conveyed subject to the following:

A. Easements and building or use restrictions of record, and provisions of zoning and building ordinances, if any, none of which shall be considered as rendering title unmerchantable or unacceptable, provided the same are not violated by the existing improvements or the use thereof.

B. Current taxes and special assessments on the property.

C. Any state of facts an accurate survey might show, provided such facts do not render the title unmerchantable.

D. Any licenses and easements for public utilities.

E. Easements for public highways or streets.

F. Subject to any future special assessment from time to time from any Drainage District of DeWitt County, Illinois. Any existing special assessment shall be satisfied by the Seller.

G. The Seller shall be responsible for the payment of the Transfer Tax under the Illinois Real Estate Transfer Declaration at the time of recording the Deed.

9. **SPECIAL PROVISIONS:** The real estate described above is sold and title is conveyed subject to the following special provisions:

A. This property is being conveyed subject to the farm tenant now in possession. The Seller has issued a Landlord's Notice to Quit. Tenant is to turn over possession after harvest of the crops by the end of the 2024 crop year. A copy of the Landlord's Notice to Quit is attached to this contract as exhibit A.

B. This conveyance includes as part of the conveyance the corn base and ASC yield, if any, which will remain with the property.

C. Seller agrees to provide the Buyer any tile maps of the farm land which may be available.

D. Seller agrees to fully disclose to the Buyer any environmental hazard located on the above-described property and to comply with the requirements of the "Responsible Property Transfer Act" of 1998, if required to do so.

E. Seller warrants that Seller has not received any notice from any city, village or other governmental authority of any dwelling code violation which existed on the date of the execution of this agreement.

F. This property is sold on an "AS IS – WHERE IS" basis with no warranty made, either expressly or implied as to the condition. The Buyer has been given the opportunity to inspect the property prior to signing this agreement and make his or her own determination as to the condition of this property.

G. This property is conveyed subject to an existing Option and Ground Lease dated December 10, 2021 with Tenant, Prairie Flats Solar, LLC, a Delaware limited liability company. Buyer shall sign a subordination or non-disturbance agreement as requested by Tenant. A copy of the Option and Ground Lease is attached as exhibit B and incorporated as if fully set forth in the terms of this agreement.

10. **NOTICES, ETC.:** That abstracts, title commitments, communications or notices with reference to this contract may be delivered by or to the parties, or the respective attorneys, whose names and addresses are:

Seller's Attorney:

BRYCE A. LYNCH 6297077
TAYLOR & LYNCH, LLC
216 SOUTH CENTER STREET
P.O. BOX 478
CLINTON, ILLINOIS 61727
TEL: (217) 935-2183
FAX: (217) 935-8219
E-MAIL: attorneys@dewittcountylaw.com

Buyers' Attorney:

11. **CONSTRUCTION OF AGREEMENT**: The parties to this agreement and their attorneys have each reviewed this document or have had the opportunity to be represented and reviewed the same; hence the rules of construction to the effect that any ambiguities in the agreement are to be resolved against the drafting party shall not be employed in the interpretation of this agreement.

12. **ENTIRE AGREEMENT**: The parties declare that no promises, inducements, or agreements not herein expressed have been made between them. This agreement constitutes the complete and entire terms of the agreement between the parties. Any prior or contemporaneous agreements, representations or negotiations are superseded.

13. **WAIVER**: No delay or omission by any of the parties in exercising any right under this agreement shall operate as a waiver of that right or any other right. A waiver or consent given by any of the parties on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

14. **GOVERNING LAW**: This agreement will be governed by and construed in accordance with the laws of the State of Illinois. Any disputes arising from this agreement shall be resolved in the Circuit Court of DeWitt County.

15. **SEVERABILITY**: In the event any of the provisions of this agreement are deemed to be invalid, illegal, or unenforceable, those provisions shall be severable from the remainder of this agreement, which shall continue, in full force and effect. The parties shall have and may enforce all rights and remedies, in both law and equity, under this agreement, and its terms are specifically enforceable by court action, including without limitation, injunctive relief.

16. **COUNTERPARTS**: This agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. Said counterparts may be executed in various forms including but not limited to email, facsimile and PDF.

17. **SETTLEMENT**: Settlement shall be made and deed shall be delivered at the office of Taylor & Lynch, LLC 216 South Center Street, Clinton, Illinois, or such other place as the parties may agree upon.

18. **TIME IS OF THE ESSENCE**: It is mutually agreed by and between the parties hereto that the covenants and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties, and that time is of the essence of this agreement.

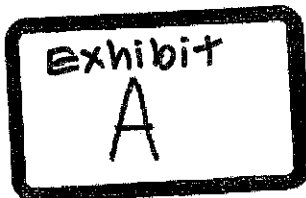
In witness whereof, the parties to these presents have hereunto set their hands and seals to this agreement in duplicate the date and year first above written.

Timothy Lamkin, independent executor
of the estate of Phillip Ray Lamkin

SELLER

BRYCE A. LYNCH 6297077
TAYLOR & LYNCH, LLC
216 SOUTH CENTER STREET
P.O. BOX 478
CLINTON, ILLINOIS 61727
TEL: (217) 935-2183
FAX: (217) 935-8219
E-MAIL: attorneys@dewittcountylaw.com

BUYER



**NOTICE TO TERMINATE TENANCY OF FARMLAND
PURSUANT TO CHAPTER 735 ILCS, SECTION 5/9-206**

TO: Douglas Whitted
13937 Burr Oak Road
Wapella, Illinois 61777

YOU ARE HEREBY NOTIFIED that Timothy Lamkin, as executor of the estate of Phillip Ray Lamkin, has elected to terminate your farm lease for the farm ground located in Dewitt County and legally described as follows:

The West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 15, Township 20 North, Range 2 East of the 3rd Principal Meridian.

EXCEPT beginning at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 15, Township 20 North, Range 2 East of the 3rd Principal Meridian; thence North 0°00'00" East along the West line of the Southeast $\frac{1}{4}$ of said Section 15, 268.07 feet; thence North 88°13'26" East parallel with the South line of the Southeast $\frac{1}{4}$ of said Section 15, 319.80 feet to the center line of an existing ditch; thence South 02°26'14" East along the center line of said ditch, 267.96 feet to the South line of the Southeast $\frac{1}{4}$ of said Section 15; thence South 88°13'26" West along the South line of the Southeast $\frac{1}{4}$ of said Section 15, 331.20 feet, more or less to the place of beginning, situated in the County of DeWitt, in the State of Illinois;

ALSO EXCEPTING:

A part of the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Fifteen (15), Township Twenty (20) North, Range Two (2) East of the Third Principal Meridian, Clintonia Township, Dewitt County, Illinois, as depicted on Exhibit A and described as follows:

Commencing at the Southwest corner of the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Fifteen (15); thence North 00 degrees 20 minutes 45 seconds East, along the West line of the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Fifteen (15); a distance of 268.07 feet to the Northwest corner of a tract of land conveyed to David M. Van Haintze and Margaret J.C. Van Haintze and described in Warranty Deed recorded in Book 312 on page 170 of the records in the Recorder's Office of Dewitt County, Illinois, said point also being the Point of Beginning. From said Point of beginning; thence continued North 00 degrees 20 minutes 45 seconds East, a distance of 506.92 feet; thence North 88 degrees 34 minutes 03 seconds East, a distance of 1179.00 feet; thence South 00 degrees 21 minutes 49 seconds West, a distance of 743.51 feet to a point on the westerly right of way line of F.A. Route 412 (U.S. Route 51) as described in Warranty Deed recorded in Book 224 on page 08 of the records in the Recorder's Office of Dewitt County, Illinois; thence South 74 degrees 31 minutes 58 seconds West, along said westerly right of way line, a distance of 47.30 feet to a point on the northerly right of way line of Township Route 125 (Tabor Road); thence South 01 degrees 25 minutes 57 seconds East, a distance of 20.00 feet to a point on the South line of the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Fifteen (15); thence South 88 degrees 34 minutes 03 seconds West, along the South line of the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Fifteen (15), a distance of 802.67 feet to the Southeast corner of said Van Haintze tract of land; thence North 02 degrees 05 minutes 28 seconds West, along the centerline of

Ten Mile Creek, a distance of 267.96 feet to the Northeast corner of said Van Haintze tract of land; thence South 88 degrees 34 minutes 03 seconds West, parallel with the South line of the West Half (W ½) of the Southeast Quarter (SE ¼) of said Section Fifteen (15), a distance of 319.80 feet to the Point of Beginning. Said parcel also being shown on Plat of Survey by Ronald W. Lamb dated March 13, 2017 and recorded on March 16, 2017 as Plat Document Number 249013 in the Recorder's Office of DeWitt County, Illinois.

Parcel No: 07-15-400-009

YOU ARE HEREBY FURTHER NOTIFIED not to provide any fall tillage on said land for the crop year 2024 and further to quit and deliver up possession of the same at the end of the lease year.

Dated this 24 day of July, 2024.

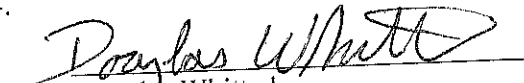
Timothy Lamkin

Timothy Lamkin, executor of the estate of
Phillip Ray Lamkin

**ACKNOWLEDGMENT OF RECEIPT OF
NOTICE TO TERMINATE TENANCY OF FARMLAND**

I, Douglas Whitted, hereby acknowledge receiving a copy of the notice to terminate the farm tenancy on the above property. As farm tenant, I agree to surrender possession of said property upon full harvest of the existing 2024 crops.


Dated this 10th day of August, 2024.


Douglas Whitted

PROOF OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing instrument was mailed via Certified Mail to the following person on the 24th day of July, 2024.

Douglas Whitted
13937 Burr Oak Road
Wapella, IL 61777


Bryce A. Lynch

BRYCE A. LYNCH 6297077
TAYLOR & LYNCH, LLC
216 SOUTH CENTER STREET
P.O. BOX 478
CLINTON, IL 61727
TEL: (217) 935-2183
FAX: (217) 935-8219
E-MAIL: attorneys@dewittcountylaw.com

Exhibit

B

OPTION AND GROUND LEASE

This Option and Ground Lease (the "Lease") is made and entered into as of December 10, 2021 (the "Option Effective Date") by and between Phillip Lamkin, an Illinois individual (the "Landlord"), and Prairie Flats Solar, LLC, a Delaware limited liability company (the "Tenant") (each a "Party" and together, the "Parties").

WHEREAS Landlord owns real property located in Clintonia Township, DeWitt County, Illinois, as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS Landlord is willing to lease all or a portion of the Property (the Lease Area, as defined below) to Tenant, and Tenant is willing to lease the Lease Area from Landlord, for the Permitted Use (defined below).

Exhibits:

- A: Property Description
- B: Lease Area and Easement Descriptions
- C: Existing Encumbrances
- D: Memorandum of Lease

NOW THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms within this Lease shall have the meanings as set forth in the Glossary of Terms, attached hereto and incorporated herein, or as defined within the body of this Lease.

SECTION 2. OPTION TO LEASE.

(a) Grant. Landlord hereby grants to Tenant the exclusive right and option (the "Option") to lease, in accordance with the terms and conditions set forth herein, the Lease Area, and to acquire associated easements, as more specifically described herein, in order to install, operate and maintain the Facility thereon.

(b) Option Period. The Option Period shall begin on the Option Effective Date and will terminate at 11:59 p.m. on the anniversary of the fifth year after the Option Effective Date (the "Option Period").

(c) Option Payment. Tenant shall pay an annual amount equal to:

Year 1: \$2,500

Year 2: \$3,000

Year 3: \$4,500

Year 4: \$5,000

Year 5: \$5,500

Option Payments are to be paid in quarterly installments of one-fourth (1/4th) of the total annual amount set forth above. Option Payments shall be paid quarterly in advance.

(d) Exercising the Option. Tenant may exercise the Option in one of two ways: (i) If Tenant does not terminate the Option within the Option Period, the Option shall automatically be exercised at 11:58 p.m. on the last day of the Option Period; or (ii) Tenant may exercise the Option at any time during the Option Period by providing written notice to Landlord. The day after the Option is exercised will be the first day of the Lease Term (the "Lease Effective Date").

(e) Assigning the Option. Neither Party may assign the Option or its rights or obligations under the Option except as allowed pursuant to this Lease.

- (i) Tenant may sell, assign, or transfer the Option, together with Tenant's other rights hereunder,
 - a. at any time to any Tenant affiliate or subsidiary; or
 - b. to any entity as security for or in connection with a financing or other financial arrangement related to the Property and/or the Facility; or
- (ii) Tenant may sell, assign, or transfer the Option, together with Tenant's other rights hereunder, subject to Landlord's approval and consent, such consent not to be unreasonably conditioned, withheld or delayed, to any other person or entity who assumes all of Tenant's rights and obligations hereunder, provided however that the effectiveness of any such assignment shall be conditioned on Tenant not being in default of this agreement.
- (iii) Landlord may sell, assign or transfer the Option, together with Landlord's rights hereunder, at any time to any person or entity to whom Landlord contemporaneously transfers all of its right, title and interest in and to the Property, and who assumes all of Landlord's rights and obligations hereunder.
- (iv) Any assignment permitted hereunder (except an assignment pursuant to Section 2(e)(i)(b) shall release the assignor from obligations accruing after the date that liability is assumed by the assignee.

(f) Changes in Property during Option Period; Landlord Covenants. During the Option Period or any extension thereof, Landlord shall not initiate or consent to any change in the Property's zoning or impose or consent to any other restriction or modification of the Property that would prevent or limit Tenant from using the Property for the uses intended by Tenant as set forth in this Lease. Landlord covenants that, during the Option Period, Landlord will not, without the prior written consent of Tenant: (1) advertise or market the Property or negotiate with or enter into any agreement with any third party (other than Tenant) respecting the sale or lease of the Property,

(2) grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance respecting the Property, including without limitation, any lease, (3) voluntarily create or acquiesce in the creation of any additional liens, encumbrances, covenants, conditions, easements, rights of way, or similar matters, or (4) convey any interest in the Property. Notwithstanding the foregoing, the Landlord is permitted to maintain existing crop leases subject to the terms of this Lease and which shall be subordinate to the Tenant's rights under this Lease.

(g) Tenant Inspections and Crop Damage. At any time during the Option Period, Tenant may perform due diligence to evaluate utility interconnection and viability of developing the Facility on the Property. During the Option Period and any extension thereof, Landlord shall permit Tenant and Tenant's employees, agents and contractors, free ingress and egress to the Property for conducting tests, investigating project permitting and interconnection, conducting studies of solar radiation, solar energy and other meteorological data, conducting environmental studies (which may require the extraction or analysis of soil), wildlife studies, interconnection studies, title examinations, surveys, gathering and assessing geotechnical data, investigations, and similar activities as Tenant may deem reasonably necessary (collectively, "Inspections"), at Tenant's sole cost and expense. Tenant may determine the scope, sequence, and timing of the Inspections at its reasonable discretion, provided that Tenant shall make reasonable efforts to coordinate and schedule such Inspections so as not to unreasonably interfere with Landlord's or Landlord's tenant's use and enjoyment of the Property. Tenant and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Property to conduct the Inspections. Landlord shall cooperate with Tenant during the Inspections, including providing information about the Property characteristics, taxes, history and encumbrances. Tenant shall indemnify, defend and hold Landlord harmless against any loss or damage for personal injury or physical damage to the Property resulting from any such Inspections, including any damage to crops resulting from Inspections. The amount paid for crop damage will be determined using the following formula: $\text{Price} \times \text{Yield} \times \text{Percentage of Damage} \times \text{Acreage} = \text{Crop Damages}$. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the next previous two (2) years' yields of the same crop as the damaged crop, according to Landlord's records, as received from and certified by Landlord, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Landlord's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Landlord does not have yield records available, the Landlord will use FSA records for the county in which the Property is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The Parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the Parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(h) Governmental Approvals. Tenant's ability to use the Property is contingent upon obtaining all certificates, permits, licenses and other zoning approvals that may be required by any governmental authorities ("Permits") to construct, operate and maintain the Facility. Landlord shall reasonably cooperate with Tenant in its effort to obtain such Permits, including signing documents required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Property and for other Permits as Tenant

reasonably requires. Tenant will perform all other acts and bear all expenses associated with any zoning action or other procedure necessary to obtain Permits deemed necessary by Tenant.

(i) Setback Waiver. Landlord hereby waives enforcement and applicability of any setback requirement established by any governmental authority with respect to the placement of the Facilities located upon the Property or upon any other parcels of land adjacent to the Property, and Landlord shall execute all documents evidencing Landlord's agreement to such waiver.

(j) Termination. Tenant may terminate this Lease at any time prior to the expiration of the Option Period, with such termination effective upon Tenant's delivery of written notice of termination to Landlord.

SECTION 3. LEASE. Subject to the Option being exercised, Landlord leases the Lease Area to Tenant as of the Lease Effective Date and Tenant leases the Lease Area from Landlord for the Permitted Uses for the Term. Subject to the rights of Landlord following an Event of Default by Tenant, Tenant shall have quiet and peaceful possession of the Lease Area and any other rights granted by this Lease for the entire Term without hindrance, interruption, suit, trouble or interference of any kind by Landlord or any other person or entity claiming (whether at law or in equity) by, through or under Landlord.

SECTION 4. EASEMENTS.

(a) Subject to the Option being exercised, Landlord grants the following easements (the "Easements") to Tenant as of the Lease Effective Date for the following purposes:

(i) A non-exclusive right of pedestrian, vehicular and equipment access to the Facility across or through Landlord's Property at all times, which is necessary or convenient for ingress and egress to the Facility, as well the right to utilize, on a non-exclusive basis, any utility, water, communication, sewer, septic, transmission or other easements, rights of way, or licenses already held by Landlord over the Property, which Tenant reasonably determines could be used for the benefit of and for the purposes incidental to solar energy generation, as permitted by the instruments evidencing such rights and other Applicable Law;

(ii) an exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair on, under, over and across the Property the electric utility service infrastructure and associated wires, lines and poles, Facilities, and other infrastructure necessary and convenient to interconnect the Facility to the Utility electrical distribution system;

(iii) a negative solar easement, upon which Landlord shall not construct new buildings or structures, or plant new trees or vegetation of any type, or allow any trees or other vegetation on the Property or any other parcels owned by Landlord that are adjacent to the Property which now or hereafter, in Tenant's reasonable opinion, may be a hazard to the Facility, overshadow or otherwise block or interfere with sunlight access to the Facility and/or interfere with Tenant's exercise of its rights hereunder. Tenant may (but

shall not be obligated to) remove, at Landlord's cost, any vegetation, buildings or other structures which violate this easement. Notwithstanding anything herein to the contrary, Landlord shall reimburse Tenant for removal costs as an abatement of Rent; and

(iv) a non-exclusive easement of approximately 60,000 square feet at a location on the Property that is reasonably acceptable to each of the Parties for temporary (A) storage and staging of tools, materials and equipment, (B) construction laydown, (C) parking of construction crew vehicles and temporary construction trailers, (D) vehicular and pedestrian access and access for Facility construction activities, and (E) placement and use of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility.

(b) Landlord's grant of Easements in Sections (4)(a)(i) through (4)(a)(iv) shall commence on the Lease Effective Date and continue throughout the Term and any extensions of the Term, and for the time necessary and convenient to perform the Decommissioning Obligations, if such obligations extend beyond the Term. Landlord's grant of Easement in Section (4)(a)(iv) shall commence on the Lease Effective Date and shall continue through the Development and Construction Period, during the Operations Period if Tenant is performing activities associated with expanding, modifying or repairing the Facility for the time associated with those activities, and for the time necessary and convenient to perform the Decommissioning Obligations.

(c) If required by the Utility, Landlord shall grant to the Utility an exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect each unit of the Facility to the Utility electrical distribution system. Landlord's grant under this Section 4(c) shall commence on its effective date and continue through the Term and any extensions of the Term, unless otherwise required by the Utility.

(d) Notwithstanding any other provision of this Lease, Landlord may grant easements to a Tenant Affiliate over and across the Property, and any exclusive easement granted under Section 4 shall not be exclusive as to an easement granted to a Tenant Affiliate.

(e) All Easements shall burden the Property and shall run with the land for the benefit of Tenant, its successors and assigns (including any permitted assignees of Tenant's rights under the Lease), and their respective agents, contractors, subcontractors and licensees.

(f) At Tenant's request, Landlord shall timely execute agreements necessary to record the Easements granted under this Section 4.

SECTION 5. LEASE TERM; EARLY TERMINATION.

(a) This Lease will consist of a Development and Construction Period, an Operations Period, and a Decommissioning Period.

(i) Development and Construction Period. The Development and Construction Period will begin on the Lease Effective Date and will terminate on the earliest of:

(A) Delivery by Tenant of notice of termination in accordance with Section 5(b);

(B) Two years after the commencement of the Development and Construction Period, except that the Development and Construction Period shall automatically extend for up to two (2) additional periods of six (6) months each for permitting, construction and interconnection delays, or for changes in solar market conditions. Additionally, the Development and Construction Period shall be further extended automatically on a monthly basis for delays by the Utility in the completing interconnection upgrades or in interconnecting the Facility. Upon Landlord's reasonable request, Tenant shall provide evidence that it continues to actively pursue developing the Facility; or

(C) the day after the Commercial Operation Date.

If Tenant does not terminate the Development and Construction Period pursuant to Section 5(b), the Operations Period will automatically commence at 12:01 a.m. on the day after the end of the Development and Construction Period.

(ii) Operations Period. The Operations Period will commence at 12:01 a.m. on the day after the Commercial Operation Date and will end at 11:59 p.m. on the 20th anniversary of the Commercial Operation Date. Tenant may extend the Operations Period, first for one (1) ten (10) year term, and then for one or both of two (2) additional five (5) year terms. At least ninety (90) days before the beginning of an extension term, Tenant shall deliver notice to Landlord of Tenant's intent to exercise that extension option, and Tenant and Landlord, at Tenant's expense, shall prepare and record any amendments to the Memorandum of Lease and/or any other documents necessary to give record notice of the extension.

(iii) Decommissioning Period. The Decommissioning Period shall begin when the Operations Period and any extensions thereto expire, and shall continue for a period of 365 days, (provided that if such 365 day term begins or ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to the next-occurring July 31) whereupon this Lease shall expire and shall be of no further force and effect, except that such termination shall not release or modify any of the obligations of the Parties arising prior to such termination.

(b) At any time during the Development and Construction Period, including any extensions thereof, Tenant may, in its sole discretion, terminate this Lease upon written notice to Landlord. Tenant shall execute and deliver to Landlord any amendments to the Memorandum of Lease and/or other documents reasonably necessary to evidence terminating this Lease. Termination of this Lease in accordance with this Section 5(b) shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination.

(c) At any time during the Operations Period, including any extensions thereof, Tenant may, in its sole discretion, terminate this Lease upon 180-days' written notice to Landlord (the one-hundred and eightieth day after delivery of the notice shall be the effective date of the termination). Tenant shall execute and deliver to Landlord any amendments to the Memorandum of Lease and/or other documents reasonably necessary to evidence terminating this Lease. Termination of this Lease in accordance with this Section 5(c) shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination. Tenant shall not be entitled to any refund or credit for Rent already paid if Tenant terminates the Lease under this section.

SECTION 6. TENANT'S USE OF THE PROPERTY; DECOMMISSIONING OBLIGATIONS. Tenant may use the Lease Area and Easements for Permitted Uses, subject to limitations set forth below:

(a) Development and Construction Period. During the Development and Construction Period, Tenant may use the Lease Area for development and construction of the Facility and Permitted Uses, work and tests, project permitting and interconnection, conducting studies of solar radiation, solar energy and other meteorological data, conducting environmental studies (which may require extraction or analysis of soil), wildlife studies, interconnection studies, title examinations, surveys, gathering and assessing geotechnical data, and other activities associated with constructing the Facility.

(b) Operations Period. During the Operations Period, Tenant may use the Lease Area for any of the Permitted Uses.

(c) Decommissioning Period. Promptly following the Operations Period expiration or an earlier termination of this Lease following a Tenant Default, Tenant shall cease the Facility's commercial operation, shall remove all structures, equipment, security barriers, and transmission lines from the Lease Area to a depth of four feet, and dispose of all Facility materials in accordance with Applicable Law, all at Tenant's sole cost and expense (such actions the "Decommissioning Obligations"). Tenant shall perform the Decommissioning Obligations during the Decommissioning Period or promptly after termination of this Lease due to any reason other than a Landlord default. If Tenant performs the Decommissioning Obligations after this Lease terminates, Tenant's access to the Property to perform those activities shall be pursuant to the Easements granted by Section 4.

SECTION 7. DEFINING THE LEASE AREA; CONSTRUCTING THE FACILITY; LANDLORD RESTRICTIONS.

(a) During the Development and Construction Period, Tenant may, at its discretion, more precisely define the specific location of the Lease Area and the Easements on the Property by means of a survey, and such survey shall then define the Lease Area and the Easements and shall be an amendment to this Lease as a revised Exhibit B.

- (b) Tenant may construct the Facility as Tenant, in its sole discretion, determines, provided such construction shall comply with Applicable Law and with this Lease.
- (c) Tenant may remove trees as necessary within the Property to obtain solar access to the Facility, consistent with Section 4(a)(iii) (regarding the solar easement).
- (d) After Tenant determines the Facility is capable of Commercial Operations, Tenant shall notify Landlord of the Commercial Operation Date.
- (e) Landlord has no obligation to improve the Lease Area or Property to accommodate the Facility.
- (f) Landlord shall not engage in activities at the Property that will materially impact the Lease Area topography or soil conditions, or construct any structures or improvements on the Lease Area.
- (g) Landlord shall not enter the Lease Area without Tenant's consent, such consent not to be unreasonably withheld, conditioned or delayed.
- (h) Tenant's ability to use the Property is contingent upon obtaining all Permits to construct, operate and maintain the Facility. Landlord shall reasonably cooperate with Tenant throughout the Term in Tenant's effort to obtain such Permits, or renewal or modification of such Permits, including signing documents required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Property and for other Permits as Tenant reasonably requires. Tenant will perform all other acts and bear all expenses associated with any zoning action or other procedure necessary to obtain Permits deemed necessary by Tenant

SECTION 8. LEASE RENT PAYMENTS. Tenant shall pay Rent to Landlord as follows:

- (a) Development and Construction Period.
The Parties agree that the Rent payable by the Tenant to Landlord during the Development and Construction Period shall be an amount equal to Two Hundred Fifty Dollars (\$350) per acre per year beginning on the commencement of the Development and Construction Period for the Facility by Tenant at the Leased Premises. Such Rent shall be prorated (based on the number of days) in the event that the period of time between the commencement of the Development and Construction Period and the Commercial Operation Date of the Facility is less than one year. Such Development and Construction period Rent shall be payable by Tenant to Landlord by December 31st each year in arrears (by way of example, any Development and Construction Period Rent due for the year 2023 shall be payable by December 31, 2023) with the final Development and Construction Period rent payment due within ten (10) business days following the Commercial Operation Date of the Facility.
- (b) Operations Period.

- (i) During the Operations Period, Tenant shall pay to Landlord Rent of one thousand dollars (\$1,000) per acre of the Lease Area, per Operating Year, pro-rated for partial acres.
- (ii) Rent Escalation: Beginning on the second year of the Operations Period and continuing annually thereafter, the Operating Rent payable during each year shall be increased by 1.5%.
- (iii) Rent for each Operating Year, including any Operations Period extensions, shall be paid quarterly, in arrears on the last day of each financial quarter – March 31, June 30, September 30 and December 31. The first payment of Rent during the Operations Period (the “Initial Operations Rent Payment”) shall be due on the last day of the first full financial quarter to occur during the Operations Period. The Initial Operations Rent Payment shall include the amount of Rent due during the first partial financial quarter occurring during the Operations Period (prorated from the date the Operations Period commences) and Rent due for the first full financial quarter occurring during the Operations Period.

(c) Decommissioning Period. During the Decommissioning Period, Tenant shall pay to Landlord Rent equal to one half (1/2) of the current Operating Rent, and such Rent shall be paid in arrears and pro-rated for the actual duration of the Decommissioning Period.

(d) Payment Method. Tenant may pay Rent by check or wire transfer. Upon Tenant’s request, Landlord shall provide Tenant with account information to which wire transfers may be made.

SECTION 9. TAXES

(a) Landlord shall be responsible for all taxes related to the Property other than Tenant’s obligations stated in Section 9(b).

(b) Tenant shall be responsible for the following taxes during the Operations Period and the Decommissioning Period:

(i) real estate taxes assessed against the Lease Area due to Tenant’s lease of the Lease Area and the Facility operation on the Lease Area.

(c) Tenant shall pay all taxes for which Tenant is directly billed on or before the date such amounts are due, subject however to the right of Tenant to contest taxes in accordance with this Lease and Applicable Law. Tenant shall pay Landlord, within 10 business days after Tenant’s receipt of the applicable invoice from Landlord, the amount of such taxes for which Tenant is responsible hereunder and which have not been billed directly to Tenant. Landlord will submit copies of tax bills or notices of assessments, appraisals, or statements applicable to the Facility to Tenant promptly upon receipt thereof and, to the extent Landlord pays the same directly to the taxing authorities, Landlord will promptly provide evidence of such payment to Tenant.

(d) Each Party may contest in good faith any tax assessments or payments, provided that all payments are made when due and such appeal is filed in accordance with Illinois law. Each Party shall use all reasonable efforts to cooperate with the other in any such appeals of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(e) If Tenant fails to pay directly or reimburse Landlord for taxes for which Tenant is responsible hereunder, Landlord may pay the same and, in such event, shall be entitled to recover such amount from Tenant together with interest thereon at a rate equal to one and one-half percent (1 ½ %) per month (eighteen percent (18%) per annum).

(f) Landlord shall pay all taxes for which it is obligated on or before the date such amounts are due, subject to its right to contest taxes in accordance with this Lease and Applicable Law. If Landlord fails to pay any taxes, judgments or liens that become a lien upon Tenant's interest in the Lease Area or improvements thereon for which Landlord is responsible hereunder, Tenant may pay such amounts and in such event shall be entitled to recover such paid amount from Landlord, together with interest thereon at rate equal to one and one-half percent (1 ½ %) per month (eighteen percent (18%) per annum).

SECTION 10. TITLE AND LIENS.

(a) Landlord represents and warrants that Landlord has marketable title to the Property subject to no liens, easements, options or other encumbrances other than the Existing Encumbrances.

(b) After the date of recording the Memorandum of Lease, in addition to Existing Encumbrances and any refinancing of such Existing Encumbrances, Landlord may grant a mortgage on all or part of its interest in the Property if (i) such mortgage is subject to this Lease; and (ii) the mortgagee enters into an agreement, on terms and conditions reasonably acceptable to Tenant, recognizing the priority of Tenant's interest in the Property pursuant to this Lease. Tenant may record any such agreement, whether related to an Existing Encumbrance or an encumbrance arising after the Lease Effective Date, in the County Recorder's Office.

(c) Landlord shall not allow any encumbrances against the Property other than Permitted Encumbrances. Landlord shall promptly pay all obligations secured by encumbrances against the Property (whether or not such encumbrances are Permitted Encumbrances) and shall not allow any uncured default to occur under obligations secured by encumbrances against the Property. In lieu of paying amounts secured by encumbrances which are not Permitted Encumbrances, Landlord may provide a surety bond or other adequate security in accordance with applicable law and Tenant's reasonable requirements.

(d) At Tenant's request, Landlord shall obtain from holders of Permitted Encumbrances such subordinations or non-disturbance agreements as Tenant or any Financing Party may reasonably request to protect and secure Tenant's interest in the Property or for or in connection with a financing or other financial arrangement related to the Property and/or the Facility. Such agreements shall be for the benefit of the Tenant and, if elected by Tenant, the

Financing Parties and shall include undertakings by the holders of Permitted Encumbrances (i) to notify Tenant and, if applicable, the Financing Parties, of any defaults by Landlord in performing its obligations secured by the Permitted Encumbrances; and (ii) to provide Tenant and, if applicable, the Financing Parties, a reasonable period of time after Tenant's receipt of notice from the holder of the Permitted Encumbrance, not less than 30 days in the event of payment defaults, and 60 days in event of non-payment defaults, to cure the default on behalf of Landlord, before the holder of the Permitted Encumbrance can exercise any rights to foreclose upon or otherwise take ownership of the Property. If the default cannot reasonably be cured within a sixty-day period, then, provided Tenant or Financing Parties, as applicable, has promptly commenced and is diligently performing actions to cure the default, Tenant or the Financing Parties, as applicable, shall have such period of time as is reasonably necessary to cure the default, but not more than 120 days.

(e) All improvements, foundations, poles, towers, transmission lines, equipment, structures, and Environmental Attributes and Tax Attributes included within the Facility shall, to the extent permitted by law, be severed by agreement and intention of the parties and shall remain severed from the Property, and shall be considered with respect to the interests of the parties hereto to be the property of Tenant, and title to the Facility shall be in Tenant or its mortgagees and assigns, and, even though attached or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property nor become subject to the lien of any mortgage or deed of trust placed upon the Property by Landlord. Neither Landlord nor anyone claiming through Landlord may file liens on the Facility or Tenant's interest in the Property, unless Landlord obtains a final judgment against Tenant as a result of a Tenant Default under this Lease.

SECTION 11. FILINGS.

Landlord acknowledges that Tenant intends to develop, construct and operate the Facility on the Property and on other parcels adjacent to and in the vicinity of the Property. Landlord hereby authorizes Tenant, in the name of Landlord, Tenant or both, as Tenant may deem to be necessary or appropriate, to file with federal, state and local authorities as Tenant deems appropriate (i) one or more applications to obtain any Permits regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Facility on the Property; and (ii) one or more applications to obtain construction, use or occupancy permits for the Facility or any portion thereof. Landlord shall cooperate in good faith with Tenant and shall execute any such applications promptly upon Tenant's request and shall not oppose or interfere with Tenant in such regard. Landlord is not obligated to incur expense in connection with such efforts.

SECTION 12. INSURANCE AND INDEMNITY.

(a) Each party shall maintain appropriate insurance for its respective interests in, and activities on, the Property, and shall provide certificates of insurance to the other Party evidencing such coverage promptly following the request.

(b) To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party, its shareholders, partners, members, directors, officers, employees, agents and contractors (the "Indemnified Persons"), harmless from and against all

Property, any pollution or contamination that violates any local, state or federal environmental protection law, policy or regulation, that existed on or before the Option Effective Date or that is caused by the Landlord or any of its employees, invitees, agents or contractors following the Option Effective Date. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all Losses arising from or out of any pollution or contamination that violates any local, state or federal environmental protection law, policy or regulation, that is caused by the Tenant or any of its employees, invitees, agents or contractors following the Option Effective Date.

SECTION 13. MAINTENANCE, SECURITY AND UTILITIES.

(a) Maintenance. Tenant shall maintain the Lease Area and all Easements at its own expense.

(b) Security. Tenant is responsible for Lease Area security. All security measures necessary to protect against damage or destruction to Tenant's Facility or injury or damage to persons or property on the Lease Area shall be provided by Tenant, at Tenant's sole cost, including, if reasonably necessary, warning signs, fencing, closed and locked gates, and other measures appropriate and reasonable. Landlord understands that most, if not all, of the Lease Area will be fenced for security purposes and no through access or other access will be permitted to Landlord or persons other than Tenant and Tenant's authorized agents, personnel and contractors during the Development and Construction Period, Operations Period, and Decommissioning Period.

(c) Utilities. Tenant is responsible for utilities furnished to the Lease Area and Facility and used by Tenant throughout the Term, and for all other costs and expenses in connection with the Facility use, operation, and maintenance.

SECTION 14. CONDEMNATION.

(a) If, during the Term, any competent authority for any public or quasi-public purpose ("Condemnor") seeks to take or condemn all or any portion of the Lease Area, or any Easement, Landlord and Tenant may use all reasonable and diligent efforts, each at its own

expense, to contest such taking. If either party contests a taking the other party shall cooperate in the proceeding, but is not obligated to incur any expense in connection with such efforts.

(b) If, at any time during the Term, any Condemnor condemns all or substantially all of the Lease Area, any Easement, or the Facility, so that the purposes of this Lease are frustrated, then Tenant's interests and obligations under this Lease in or affecting the Lease Area shall cease and terminate upon the earlier of (i) the date that the Condemnor takes possession of the Lease Area, Easement, or the Facility, (ii) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the Facility on the Lease Area in a commercially viable manner, or (iii) the date title vests in the Condemnor. Tenant shall continue to pay all amounts payable hereunder to Landlord until the earlier of such dates, at which time Landlord and Tenant shall be relieved of any and all further obligations and conditions to each other under this Lease, except for indemnity obligations, which shall survive any termination thereunder.

(c) If, at any time during the Term any Condemnor shall condemn a portion, but not all or substantially all of the Facility, any Easement, or the Lease Area, then Tenant's interest and obligations under this Lease as to that portion of the Facility, Easement or the Lease Area so taken shall cease and terminate upon the earlier of, (i) the date that the Condemnor takes possession of such portion of the Facility or the Lease Area, (ii) the date that Tenant, in its sole judgment, is no longer able or permitted to operate the Facility on the Lease Area, or any portion thereof, in a commercially viable manner, or (iii) the date title vests in the Condemnor; and, unless this Lease is terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of the Facility or the Lease Area. If the Lease Area or any Easement becomes insufficient or unsuitable for Tenant's purposes hereunder, as determined by Tenant in its sole discretion, then Tenant may terminate this Lease in accordance with this Section 14 as to the portion of the Easement or Lease Area to which Tenant continues to hold the rights, at which time Landlord and Tenant shall be relieved of any further obligations and duties to each other under this Lease, except for indemnity obligations and Decommissioning Obligations, which shall survive any termination hereunder.

(d) For any taking covered by Sections 14(b) or 14(c), all sums, including damages and interest, awarded shall be paid and distributed to Tenant and Landlord in accordance with their respective interests under this Lease. In determining their respective interests:

(i) Landlord's interest shall be based on the value of Landlord's interest in the Easements and Lease Area (but excluding any of Tenant's interest in the Facility or any other of Tenant's improvements on the Lease Area), taking into account the amounts paid or due to be paid by Tenant hereunder and all other terms and provisions of this Lease; and

(ii) Tenant's interest shall be based on the value of Tenant's interest in the Easements and Lease Area (determined at the time of the taking), including the value of the Facility and Tenant's other improvements for the Term, plus any cost or loss that Tenant may sustain in the removal and/or relocation of any Facility; provided, however, that in each case the value of the respective interests of Landlord and Tenant shall be calculated as if no taking covered by Sections 14(b) or 14(c) were to occur.

SECTION 15. ASSIGNMENT.

(a) Neither Party may assign this Lease or its rights or obligations under this Lease except as set forth herein.

(b) Tenant may assign this Lease and rights hereunder:

(i) in Tenant's sole discretion,

A. to any entity in which Tenant, or an Affiliate thereof, has an interest; or

B. to any entity as security for or in connection with a financing or other financial arrangement related to the Lease Area and/or the Facility, as set forth in Section 16.

(ii) subject to Landlord's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed, to any other person or entity who assumes all of Tenant's rights and obligations hereunder.

(c) Landlord may assign this Lease and rights hereunder and may convey the Lease Area and/or the portion of the Property containing the Easements:

(i) in Landlord's sole discretion, to any person or entity to whom Landlord contemporaneously transfers all of its right, title and interest in and to the Property on which the Lease Area and Easements are located; or

(ii) as part of a collateral assignment for security purposes relating to financing, mortgaging or pledging the Property, subject to Tenant's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed, and satisfying the following requirements:

A. Landlord giving prior notice to Tenant;

B. the Memorandum of Lease and of Easements being first recorded,

C. Landlord giving the assignee/grantee prior, written notice of the Lease,

D. Landlord concurrently obtaining from the assignee or grantee an acknowledgement of the Lease and a subordination or non-disturbance agreement as Tenant may reasonably request to protect and secure Tenant's interest in the Property, as referenced in Section 10(d) and

E. Landlord being not then in Default.

(d) Any assignment permitted hereunder other than under Section 15(b)(i)(B) (regarding assignment to a Financing Party) or Section 15(c)(ii) shall release the assignor from obligations accruing after the date that liability is assumed by the assignee.

(e) Upon any assignment other than under Section 15(b)(i)(B) (regarding assignment to a Financing Party) or Section 15(c)(ii), the assigning Party shall provide to the other Party

current information regarding the assignee's addresses and the term "Tenant" or "Landlord" in this Lease, as appropriate, shall refer to the entity that was assigned the rights and obligations hereunder. Promptly after an assignment under Section 15(b)(i)(B), Tenant shall provide the Financing Party's address to Landlord.

SECTION 16. FINANCING.

(a) Tenant may encumber its interest in the Lease Area and in the Facility by mortgage, lease, sale and leaseback, deed of trust or similar instrument or instruments, and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any Financing Party. Landlord agrees not to accept a voluntary surrender of this Lease at any time while a Financing Party has a lien or encumbrance on Tenant's interest in the Lease Area or in the Facility, and Landlord and Tenant further agree that, so long as any such Financing Party shall have a lien on the leasehold estate, without the prior written consent of such Financing Party, Landlord and Tenant will not subordinate this Lease to any mortgage which may hereafter be placed on the fee of the Property or amend or alter any material terms or provisions of this Lease in a manner that could reasonably be expected to be adverse to the Financing Party. The foregoing provision is for the express benefit of and shall be enforceable by such Financing Party. A Financing Party shall have the right, but not the obligation, from time to time without Landlord's consent, to do any of the following: (1) assign its lien or security interest, (2) enforce its lien or security interest, (3) acquire the rights or leasehold estate of Tenant created by this Lease (including any replacement lease contemplated by Section 18(f)), (4) take possession of and operate the Lease Area and Facility or any portions thereof and perform any obligations be performed by Tenant hereunder, or cause a receiver to be appointed to do so, (5) assign or transfer its interest in this Lease, or (6) exercise any rights of Tenant under this Lease.

(b) If Tenant's rights or property are foreclosed upon or seized, or if a Financing Party exercises any other right under a security agreement granted by Tenant to that Financing Party, Landlord shall permit such Financing Party to exercise and succeed to any and all Tenant rights hereunder, so long as there are no existing uncured Tenant Payment Defaults; provided Financing Party shall not be required to cure any defaults by Tenant that by their nature are not capable of being cured by the Financing Party. Landlord shall execute any document reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 16(b), subject only to the condition precedent that no Tenant Payment Default exists.

(c) At Tenant's request, Landlord shall amend this Lease to include any provision reasonably requested by an existing or proposed Financing Party, provided such amendment shall not impair Landlord's rights under this Lease.

(d) No Financing Party shall have any obligation under this Lease prior to the time that such Financing Party acquires title to the leasehold estate by foreclosure, assignment in lieu of foreclosure or otherwise and has the possession or use thereof. Moreover, any Financing Party or other party who acquires the leasehold estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder pertaining to (i) the period prior to the time such Financing Party has possession and use of the leasehold estate, or (ii) the period after such Financing Party or other party no longer has possession and use of the leasehold estate and such possession and use has properly vested in another person or entity.

(e) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Property by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including any Financing Party) having an interest in this Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(f) Landlord shall, within ten (10) days after Tenant's written request, execute and deliver to Tenant (or to such party or parties as Tenant shall designate, including a Financing Party) the following written statements ("Consent and Estoppel"):

(i) (1) certifying that this Lease is in full force and effect and has not been assigned, amended or otherwise modified (except as described therein or otherwise disclosed), (2) stating the dates on which amounts due to Landlord have been paid, (3) stating that there are no known defaults existing at the time of execution of the statement, or that defaults exist and the nature of such defaults, (4) stating that, as of the date of such estoppel certificate, there are no disputes or proceedings under this Lease between Landlord and Tenant or, if any such dispute exists, describe the nature of such disputes or proceedings, (5) stating that no defense or offsets exist against Tenant (except as described therein), (6) setting forth such other factual statements relating to this Lease as Tenant or stated recipient of such Consent and Estoppel (including a Financing Party) may reasonably request; and

(ii) (1) recognizing a particular entity as a Financing Party under this Agreement, (2) acknowledging that such Consent and Estoppel may be relied upon by Tenant and the other stated recipients of such Consent and Estoppel (including a Financing Party) and (3) agreeing to accord to such entity all the rights and privileges of a Financing Party hereunder.

SECTION 17. RECORDING, CONFIDENTIALITY.

(a) This agreement shall not be recorded, but the Parties shall, at Tenant's expense, execute and record with the County Recorder's Office an appropriate memorandum of lease in substantially the form of Exhibit D ("Memorandum of Lease"). A Financing Party may record Tenant's mortgage of this Lease to the Financing Party. Tenant may record subordinations and/or non-disturbance agreements obtained from holders of Permitted Encumbrances.

(b) Neither Party may disclose the terms of this Lease to any other person, except as follows:

- (i) as provided in Section 17(a),
- (ii) to immediate family members,
- (iii) to assignees or prospective purchasers of Parties,

(iv) to any counsel, lender, accountant, consultants assisting with the Facility or advisor engaged by a Party,

(v) to the extent required by law, provided that the disclosing Party, to the extent practicable, gives notice of any request for disclosure to the non-disclosing Party and cooperates with efforts by the non-disclosing Party to minimize the extent of the information disclosed and the persons to whom it is disclosed; and

(vi) Tenant may disclose the terms hereof to any contractor or supplier bidding upon construction of all or part of the Facility, to any person which may seek to provide financing for or to invest in the Facility, to any future subtenant or assignee, and as necessary for permitting related to the Facility.

SECTION 18. DEFAULT AND REMEDIES.

(a) If either Party fails to perform any of its material obligations under this Lease and such failure remains uncured following the required notice and cure periods as required in Section 18(c) (a "Default"), the Party to whom the obligation is owed may terminate this Lease by notice to the defaulting Party and exercise any other remedies provided in this Lease or under Applicable Law. A Default may be either a Payment Default or a Non-Payment Default. A "Payment Default" is failing to make timely payments required herein. A "Non-Payment Default" is any Default that is not a Payment Default.

(b) Landlord shall simultaneously notify Tenant and all Tenant Financing Parties who have given advance notice of their interest in this Lease to Landlord, of any failure by Tenant to perform any Tenant obligations under this Lease, which notice shall be sent according to Section 20 and shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure.

(c) Before a Party exercises any rights or remedies as a result of a Default, that Party shall give the defaulting Party and each Financing Party (i) sixty (60) days' notice of and the opportunity to cure any Payment Default, (ii) ninety (90) days' notice of and the opportunity to cure any Non-payment Default, and (iii) a reasonable further opportunity to cure a Non-Payment Default, in which case the defaulting Party, or the Financing Party on the defaulting Party's behalf, shall notify the other Party of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the 90-day period, weather permitting. The Financing Party shall have the same period after delivery of notice of a Default to remedy the Default, or cause the same to be remedied, but not the obligation to so remedy or commence to remedy, as is given to the defaulting Party, plus the following additional time periods following the expiration of Tenant's cure period described above: (i) thirty (30) days in the event of a Payment Default; and (ii) ninety (90) days in the event of a Non-monetary Default. A Financing Party shall have the absolute right to enforce its lien and acquire title to the leasehold estate (directly or through a designee) by any lawful means, including foreclosure or assignment in lieu of foreclosure, and thereafter assign or transfer the leasehold estate to a third party. The commencement of a judicial or non-judicial foreclosure proceedings by a Financing Party shall be deemed the commencement of a non-monetary cure provided that the Financing Party thereafter diligently prosecutes the same and upon acquisition by either the Financing Party or any other direct purchaser or direct transferee

of Tenant's interest under this Lease, whether at a judicial foreclosure, foreclosure under a power of sale, trustee's sale or by deed or assignment in lieu of foreclosure, such Financing Party, purchaser or transferee commences within ninety (90) days of acquiring such interest, and thereafter diligently prosecutes to completion, curing all Defaults hereunder reasonably capable of being cured by such Financing Party or transferee. Nothing herein shall be construed to extend the Lease beyond the Lease Term or to require a Financing Party to continue foreclosure proceedings after a Default has been cured

(d) A defaulting Party and any Financing Party may cure any Payment Default by paying all then overdue payments in full together with interest thereon at the rate of one and one-half percent (1 ½%) per month.

(e) If Landlord fails to perform any of its obligations hereunder, including failure to perform with respect to any obligations secured by encumbrances against the Property, Tenant may offset against any amounts owing to Landlord hereunder any amounts paid by Tenant to cure such non-performance by Landlord together with interest thereon at the rate of one and one-half percent (1½%) per month and exercise any other remedies available under this Lease or Applicable Law, including terminating the Lease.

In case of the termination of this Lease by operation of law or the occurrence and continuation of a Default or the leasehold estate is foreclosed or rejected by the Tenant in bankruptcy, Landlord shall concurrently give notice thereof to any Financing Party and Tenant. If, within ninety (90) days after the mailing of such notice, such Financing Party shall notify Landlord that such Financing Party or its designee desires to enter into a lease of the Lease Area with Landlord, Landlord shall join with the Financing Party, or its designee, in executing and delivering a new lease of the Lease Area (and any easements) to such Financing Party, or its nominee, for the remainder of the Lease Term, upon the same terms, covenants and conditions contained in this Lease (except for any requirements that have been fulfilled by Tenant prior to rejection or termination of this Lease). Any new lease shall be superior to all rights, liens and interests intervening between the date of this Lease and the granting of a new lease and shall be free of any and all rights of Tenant under this Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Landlord, Tenant and such Financing Party, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such new agreement, such Financing Party may use and enjoy the Lease Area (and any easements) without hindrance by Landlord or any person claiming by, through or under Landlord, provided that all of the conditions for a new agreement as set forth herein are complied with.

SECTION 19. FORCE MAJEURE.

If performance of this Lease, any Permitted Use or of any obligation hereunder (other than an obligation to pay any Rent) is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from performance, and the running of affected time periods hereunder shall be suspended, to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use reasonable efforts to avoid or remove such causes of nonperformance

or delay, and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure may include the following acts or events: (i) Acts of God or acts of Providence including hurricanes, floods, washouts, lightning, earthquakes, storm warnings and any other adverse weather conditions which directly result in a party's inability to perform its obligations, (ii) acts of civil disorder including acts of sabotage, acts of war, lockouts, insurrection, riot, mass protests or demonstrations, threats of any of the foregoing, and police action in connection with or in reaction to any such acts of civil disorder, when any such acts of civil disorder directly results in a party's inability to perform its obligations, (iii) failures resulting from fires, washouts, mechanical breakdowns of or necessities for making repairs or alterations to transformers, power lines, switching equipment, inverters, machinery, cables, meters or any of the equipment therein or thereon, when any such failure directly results in a Party's inability to perform its obligations, and (iv) epidemic, pandemic, other public health crisis or Federally declared states of emergency.

SECTION 20. NOTICES. All notices under this Lease shall be sent to the addresses set forth below:

LANDLORD: Phillip Lamkin
PO Box 597
Clinton, IL 61727-0597
Email: lamkin_lamkin@frontier.com

TENANT: Prairie Flats Solar, LLC
c/o Nexamp, Inc.
101 Summer Street, 2nd Floor
Boston, MA 02110
Email: colark@nexamp.com

Notices shall be deemed received if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service to last known address of the intended recipient. Notices may also be sent by email for which the sending Party receives an affirmative confirmation that the email message has been completely transmitted without error (of which auto-replies are insufficient). Email messages received on any day that is not a business day, or after 5:00 p.m. local time on a business day, shall be deemed to have been delivered on the next business day. A Party may change its address for delivery of notices hereunder by notice given in accordance with this Section. Failure of the Tenant to notify the Landlord of an address change for it or any Financing Party shall excuse the Landlord from complying with any notice obligation herein to such changed addresses, provided however that the Landlord will in no event be excused from providing notices required herein to all addresses that Landlord has notice of. Notices will be deemed given upon receipt or upon the failure to accept delivery.

SECTION 21. NO PARTNERSHIP. Landlord does not, in any way or for any

purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease.

SECTION 22. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(b) Mediation. If, after such negotiation in accordance with Section 22(a), the Dispute remains unresolved, a Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three (3) hours with a mediator whom they choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid equally by each involved Party.

(c) Arbitration of Disputes.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 22(a) or 22(b) shall (except as provided in Section 22(c)(iii)) be settled by binding arbitration between the Parties conducted in Chicago, Illinois, or such other location mutually agreeable to the Parties, and in accordance with the AAA Commercial Arbitration Rules in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Expenses. Unless otherwise ordered by the arbitrator, each Party shall bear its own expenses and proportionate cost of the arbitration panel. Payments of the arbitrator's costs shall be made on a monthly basis prior to any award.

(iii) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of an arbitrator or otherwise to collect payments not subject to bonafide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

(iv) Survival of Arbitration Provisions. The provisions of this Section 22 shall survive any termination of this Agreement and shall apply (except as provided herein) to any Disputes arising out of this Agreement.

SECTION 23. REPRESENTATIONS AND WARRANTIES.

(a) Each Party represents and warrants to the other Party as follows:

(i) Organization and Qualification. If an entity, it is duly organized and validly existing under the laws of the state of its purported organization with all power and authority to own or lease and dispose of all of its properties and assets, to conduct its business as presently conducted, and to enter into and carry out this Lease.

(ii) Authority. It has all requisite power and authority to execute and deliver this Lease and each of the related documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Its execution and delivery of this Lease and each of the related documents to which it is a party, its performance hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite action its part and no other proceedings on its part are necessary to authorize this Lease and each related document to which it is a party, the performance of such obligations or the consummation of such transactions.

(iii) No Violation or Conflict: Consents. Neither the execution and delivery of this Lease or any of the related documents to which it is a party, nor the performance of its obligations hereunder and thereunder, nor the consummation of the transactions contemplated hereby and thereby will, directly or indirectly (with or without notice or lapse of time or both), (1) violate, contravene, conflict with or breach any term or provision of its organizational documents, (2) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, or require any consent under, any contract or other instrument or obligation to which it is a party or by which it or any of its respective properties or assets are bound, (3) violate any laws applicable to it or any of its Affiliates or any of their respective properties or assets, or (4) except as specifically provided herein and in any related documents, require any filing with, or the obtaining of any further authorization, permit, or other consent from any governmental authority, or (5) require any further authorization or other consent from any person or body with authority over or within its organization.

(b) Landlord represents and warrants that

(i) no personal property is located on the Lease Area;

(ii) to the best of its knowledge, there are no hazardous substances present on, in or under the Property in violation of any Applicable Law. To the best of Landlord's knowledge there are not now and never have been any underground storage tanks, containers or wells located on or under the Property, or any releases into the soil associated with such storage tanks, containers or wells, and there is no asbestos contained in, forming part of, or contaminating any part of the Property or improvements thereon;

(iii) There are no current, pending, or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Landlord, the Property or any portion thereof;

(iv) To the best of Landlord's knowledge, the Property is not in violation of any Applicable Law and Landlord has not received notice pertaining to the violation of any Applicable Law affecting the Property or any portion thereof, and Landlord has no knowledge of any facts which might be a basis for any such notice; and

(v) Landlord has not (1) made a general assignment for the benefit of creditors; (2) filed any voluntary petition in bankruptcy or suffered the filing of any voluntary petition by its creditors; (3) suffered the appointment of a receiver to take possession of all or substantially all of its assets; or (4) suffered the attachment or other judicial seizure of all or substantially all of its assets.

During the Lease Term, Landlord shall promptly notify Tenant in writing of any changes affecting any of the foregoing representations and warranties.

SECTION 24. MISCELLANEOUS PROVISIONS.

(a) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) Rules of Interpretation. References to sections are, unless the context otherwise requires, references to sections of this Lease. The words "hereto", "hereof" and "hereunder" shall refer to this Lease as a whole and not to any particular provision of this Lease. The word "person" shall include individuals; partnerships; corporate bodies (including to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation".

(c) Entire Agreement/Amendment. This Lease contains the entire agreement of the Parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the Parties obligated under the amendment, and a memorandum thereof shall be recorded with the County Recorder's Office.

(d) Severability. If any non-material part of this Lease is held to be unenforceable, the rest of the Lease will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Lease to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 22 (regarding dispute resolution) and an arbitrator may reform the Agreement as the arbitrator deems just and equitable in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(e) Waiver. The failure of either Party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

(f) Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

(g) No Assurance as to Development. Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of Tenant successfully developing, financing and/or constructing the Facility on the Lease Area.

(h) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Lease may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Lease specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party as required, in its reasonable discretion, and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder. From time to time and at any time at and after the execution of this Lease, each Party shall execute, acknowledge, and deliver such documents, and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Lease that may be reasonably requested by the other for the purpose of effecting or confirming (but not altering or expanding) any of the transactions contemplated by this Lease. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this Section 24(h).

(i) Business Days. Any payment or other obligation which is due to be performed on or before a day which is not a business day in the State of Illinois may be performed on or before the next business day following the date provided herein.

(j) Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

(k) AIMA. Pursuant to the requirements of Illinois law, Tenant has or will enter into an Agricultural Impact Mitigation Agreement ("AIMA") with the Illinois Department of Agriculture regarding the Facility. The terms and conditions of the AIMA, to the extent not in conflict with the provisions of this Lease, are hereby incorporated into this Lease.

SECTION 25. OPTION TO PURCHASE.

(a) Tenant shall have an exclusive option to purchase ("Purchase Option") up to ten (10) acres of the Property ("Option Property") at any time prior to expiration of the Development and Construction Period, for a purchase price of \$15,000 per acre upon the terms and conditions set forth herein. Tenant shall provide written notice to Landlord ("Option Notice") of its intention to purchase the Option Property on or before sixty (60) days prior to the expiration of the Development and Construction Period. Closing shall occur on the fifteenth (15th) business day following satisfaction of the contingencies and conditions set forth herein. If the proposed closing date falls on a weekend or holiday, the closing shall occur on the next following Monday. The closing shall occur at the office of such title company as may be mutually agreeable to Landlord and Tenant ("Title Company"). The Title Company shall act as the escrow agent with respect to

the closing of the transaction. The transfer of the Option Property shall be closed through a "New York Style" or deed and money escrow with the Title Company. The cost of the escrow shall be divided equally between Tenant and Landlord.

(b) Landlord shall convey, or cause to be conveyed, to Tenant, or its assignee or nominee, at closing, title to the Option Property by delivery of a trustees or special warranty deed, as applicable (the "Deed"), subject only to "Permitted Exceptions." "Permitted Exceptions" shall be: (i) covenants, conditions, restrictions, easements, rights-of-way and other matters of record affecting the Premises that Tenant accepts and do not impair Tenant's use of the Option Property; and (ii) real estate taxes not yet due and payable.

(c) Landlord shall deliver to the Title Company, on or prior to the closing date, the following documents mutually and reasonably satisfactory to Landlord and Tenant (all of which shall be duly executed and acknowledged where required): (i) the Deed conveying fee simple title to the Premises free and clear of all liens, encumbrances, easements, and restrictions, except for the Permitted Exceptions; (ii) a title affidavit executed by Landlord in a form reasonably satisfactory to the Title Company and containing the minimum representations that the Title Company shall require in order to issue an owner's policy of title insurance insuring Tenant's, or Tenant's nominee's or assignee's, fee simple title to the Option Property with extended coverage over the general exceptions (Tenant shall be responsible for the premium amount for the owner's policy of title insurance); (iii) completed Form 1099S, or effective equivalent thereof, describing the sale of the Option Property; (iv) an affidavit that Landlord is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended; (v) a closing or settlement statement; (vi) state, county and local transfer declarations; and (vii) any other documents that are reasonably required by Tenant or the Title Company to consummate the transactions contemplated hereunder.

(d) Tenant shall deliver to the Title Company, on or prior to the closing, the following documents mutually and reasonably satisfactory to Landlord and Tenant (all of which shall be duly executed and acknowledged where required): (i) a closing or settlement statement; (ii) state, county and local transfer declarations; and (iii) any other documents that are reasonably required by Landlord.

(e) Landlord shall pay the amount of any state and county transfer or transaction taxes, imposed on the transfer of title to the Option Property. Local or municipal transfer or transaction taxes, if any, imposed on the transfer of title to the Option Property shall be allocated and paid as set forth in the applicable ordinance.

(f) Proratable items, if any, shall be prorated as of the closing date to the extent applicable.

(g) If the closing does not occur by reason of Landlord's default, Tenant shall have the right of specific performance, in equity.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties entered into this Option and Ground Lease as of the Option Effective Date.

TENANT

LANDLORD

Prairie Flats Solar, LLC

Phillip Lamkin

By: 

By: 

Name: Christopher F. Clark
Title: SVP

Name: Phillip Lamkin
Title: Landowner

GLOSSARY OF TERMS

As used herein, the following terms shall have the meanings set forth beside them:

"Affiliate" means, as to any person or entity, any other person or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, "control" of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Lease or the transaction described herein.

"Commercial Operation" shall occur for the Facility when (i) Tenant has obtained all licenses, permits and approvals under Applicable Law necessary to install and operate the Facility, (ii) the Facility is connected to the Utility's electricity distribution system, and (iii) the Facility is ready and able to generate and supply electricity to the Utility electricity distribution system.

"Commercial Operation Date" means the date the Facility achieves Commercial Operation and Tenant receives permission to operate the Facility from the Utility, notice of which Tenant shall provide to Landlord according to Section 7(d).

"County" means the county within which the Facility is located.

"Decommission" or "Decommissioning Obligations": means performing the activities described in Section 6(c).

"Decommissioning Period" is defined in Section 5(a)(iii).

"Default" is defined in Section 18(a).

"Development and Construction Period" is defined in Section 5(a)(i).

"Easement(s)" shall mean those areas of land described in Section 4.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes.

"Existing Encumbrances" mean those interests in the Lease Area set forth in Exhibit C attached hereto.

“Facility” means the solar-powered electric generating facility, optional energy storage device(s), overhead and underground transmission facilities, interconnection and switchyard facilities, transformer pads, inverters solar measurement equipment, individual units or arrays of panels, substations, step-up or step-down facilities, and all related equipment and structures necessary or convenient for the Permitted Use, including interconnection with the Utility, to be installed by Tenant on the Property and on other parcels of land adjacent to and in the vicinity of the Property in accordance with this Lease.

“Financing Party” is a person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such financing, or any agent or trustee for such person or persons, and their permitted successors and assigns.

“Force Majeure” is defined in Section 19.

“Governmental Authority” means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Indemnified Persons” is defined in Section 12(b).

“Indemnifying Party” is defined in Section 12(b).

“Initial Development and Construction Rent Payment” is defined in Section 8(a).

“Initial Operations Rent Payment” is defined in Section 8(b)(ii).

“Lease Area” means the Property, unless during the Development and Construction Period Tenant determines the boundaries of the final Lease Area, by means of a survey, which survey shall then define the Lease Area as an amendment to this Lease as a revised Exhibit B.

“Utility” means the local electric power distribution company.

“Lease Effective Date” is the day after the Option is exercised.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all reasonable attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Memorandum of Lease” is defined in Section 17(a) and substantially in the form of Exhibit D.

“Non-payment Default” is defined in Section 18(a).

“Operating Year” means a twelve-month period commencing on an anniversary of the Commercial Operation Date (or with respect to the first Operating Year, commencing on the Commercial Operation Date) and ending on the date immediately preceding the next anniversary of the Commercial Operation Date.

“Operations Period” is defined in Section 5(a)(ii).

“Option Period” is defined in Section 2(b).

“Payment Default” is defined in Section 18(a).

“Permitted Encumbrances” mean the Existing Encumbrances and any additional mortgages granted by Landlord in accordance with Section 10(b) hereof.

“Permitted Use” means the use of the Lease Area i) to develop, install, construct, interconnect, maintain, operate, repair, replace and decommission the Facility and/or energy storage device(s), ii) to produce, deliver and sell electricity produced by the Facility, and associated Environmental Attributes and Tax Attributes, and iii) to store such equipment, supplies, tools and replacement parts as reasonably required to accomplish (i) and (ii) above, including constructing a single story storage shed, and any necessary control or operation and maintenance buildings

“Property” means the real property described in Exhibit A.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy generating facility.

“Rent” means the payments to be made in accordance with Section 8 hereof.

“Tax Attributes” means investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and/or operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation). Tax Attributes do not include Environmental Attributes.

“Term” means all of the Development and Construction Period, the Operations Period, and the Decommissioning Period, as such periods are described in Section 5.

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL NUMBER(S): 07-15-400-009

The West 1/2 of the Southeast 1/4 of Section 15, Township 20 North, Range 2 East of the 3rd Principal Meridian,

EXCEPT beginning at the Southwest corner of the Southeast 1/4 of Section 15, Township 20 North, Range 2 East of the 3rd Principal Meridian; thence North 0°00'00" East along the West line of the Southeast 1/4 of said Section 15, 268.07 feet; thence North 88°13'26" East parallel with the South line of the Southeast 1/4 of said Section 15, 319.80 feet to the center line of an existing ditch; thence South 02°26'14" East along the center line of said ditch, 267.96 feet to the South line of the Southeast 1/4 of said Section 15; thence South 88°13'26" West along the South line of the Southeast 1/4 of said Section 15, 331.20 feet, more or less to the place of beginning, situated in the County of DeWitt, in the State of Illinois;

ALSO EXCEPTING:

A part of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Fifteen (15), Township Twenty (20) North, Range Two (2) East of the Third Principal Meridian. Clintonia Township, Dewitt County, Illinois, as depicted on Exhibit A and described as follows:

Commencing at the Southwest corner of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section Fifteen (15); thence North 00 degrees 20 minutes 45 seconds East, along the West line of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section Fifteen (15); a distance of 268.07 feet to the Northwest corner of a tract of land conveyed to David M. Van Haintze and Margaret J.C. Van Haintze and described in Warranty Deed recorded in Book 312 on page 170 of the records in the Recorder's Office of Dewitt County, Illinois, said point also being the Point of Beginning. From said Point of beginning; thence continue North 00 degrees 20 minutes 45 seconds East, a distance of 506.92 feet; thence North 88 degrees 34 minutes 03 seconds East, a distance of 1179.00 feet; thence South 00 degrees 21 minutes 49 seconds West, a distance of 743.51 feet to a point on the westerly right of way line of F.A. Route 412 (U.S. Route 51) as described in Warranty Deed recorded in Book 224 on page 08 of the records in the Recorder's Office of Dewitt County, Illinois; thence South 74 degrees 31 minutes 58 seconds West, along said westerly right of way line, a distance of 47.30 feet to a point on the northerly right of way line of Township Route 125 (Tabor Road); thence South 01 degrees 25 minutes 57 seconds East, a distance of 20.00 feet to a point on the South line of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section Fifteen (15); thence South 88 degrees 34 minutes 03 seconds West, along the South line of the West Half (W1/2) of the Southeast Quarter (SE 1/4) of said Section Fifteen (15), a distance of 802.67 feet to the Southeast corner of said Van Haintze tract of land; thence North 02 degrees 05 minutes 28 seconds West, along the centerline of Ten Mile Creek, a distance of 267.96 feet to the Northeast corner of said Van Haintze tract of land; thence South 88 degrees 34 minutes 03 seconds West, parallel with the South line of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section Fifteen (15), a distance of 319.80 feet to the Point of Beginning. Said parcel also being shown on Plat of Survey by Ronald W. Lamb dated March 13, 2017 and recorded on March 16, 2017 as Plat Document Number 249013 in the Recorder's Office of DeWitt County, Illinois.

EXHIBIT B
LEASE AREA AND EASEMENTS DESCRIPTION

Lease Area:

The Lease Area shall mean the Property unless during the Development and Construction Period Tenant more precisely defines the boundaries of the portion of the Property to be the final Lease Area by means of a survey, which survey shall then define the Lease Area and shall be an amendment to this Lease as a revised Exhibit B.

Easements:

The Easements shall mean those areas of land and rights thereon described in Section 4 of the Lease.

EXHIBIT C

EXISTING ENCUMBRANCES

[Landlord to provide]

The land is mortgaged to Farm Credit of Illinois. The current balance on the mortgage is \$74,920.00. There's also a line of credit secured by the property which is currently at \$35,000.00.

EXHIBIT D

MEMORANDUM OF OPTION AND LEASE

This instrument prepared by
and after recording return to:

Schain Banks
70 W. Madison Street, Suite 5300
Chicago, Illinois 60602
Attn: Charles Mangum

MEMORANDUM OF LEASE WITH PURCHASE OPTIONS

THIS MEMORANDUM OF LEASE WITH PURCHASE OPTIONS (this "Memorandum") is made as of _____, 2021 (the "Effective Date"), by and between Phillip Lamkin, an Illinois individual, (the "Landlord"), and Prairie Flats Solar, LLC, a Delaware limited liability company (the "Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Option and Ground Lease, dated as of _____ (as the same may be hereafter amended or modified, the "Lease"), pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property located in DeWitt County, Illinois more particularly described on the attached Exhibit A (the "Premises").

B. Landlord and Tenant desire to execute and record a memorandum of the Lease.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Lease and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby represent and acknowledge the following:

1. Recitals and Defined Terms. The recitals set forth hereinabove are fully incorporated into this Memorandum. All capitalized and other terms used but not otherwise defined in this Memorandum shall have the same meaning as set forth in the Lease.

2. Option Term. The Option Period shall begin on the Option Effective Date (which is the same as the Effective Date hereof) and will terminate at 11:59 p.m. on the anniversary of the fifth year after the Option Effective Date (the "Option Period").

3. Lease Term. The Lease will consist of a Development and Construction Period, an Operations Period, and a Decommissioning Period.

(a) Development and Construction Period. The Development and Construction Period will begin on the Lease Effective Date and will terminate on the earliest of:

(i) Delivery by Tenant of notice of termination in accordance with Section 5(b) of the Lease;

(ii) Two years after the commencement of the Development and Construction Period, except that such Period shall automatically extend for up to two (2) additional periods of six (6) months each for permitting, construction and interconnection delays, or for changes in solar market conditions. Additionally, the Development and Construction Period shall be further extended automatically on a monthly basis for delays by the Utility in the completing interconnection upgrades or in interconnecting the Facility. Upon Landlord's reasonable request, Tenant shall provide evidence that it continues to actively pursue developing the Facility; and

(iii) the day after the Commercial Operation Date.

If the Tenant does not terminate Development and Construction Period pursuant to Section 5(b), the Operations Period shall automatically commence at 12:01 a.m. on the day after the end of the Development and Construction Period.

(b) Operations Period. The Operations Period will commence at 12:01 a.m. on the day after the Commercial Operation Date (or at 12:01 a.m. on the day after the end of the Development and Construction Period if Tenant does not terminate the Development and Construction Period pursuant to Section 5(b) of the Lease) and will end at 11:59 p.m. on the 25th anniversary of the Commercial Operation Date. Tenant may extend the Operations Period, first for one (1) ten (10) year term, and then for one or both of two (2) additional five (5) year terms. Termination of the Lease in accordance with Section 5(b) or Section 5(c) of the Lease shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination.

(c) Decommissioning Period. The Decommissioning Period shall begin when the Operations Period and any extensions thereto expire, and shall continue for a period of 365 days, (provided that if such 365 day term begins or ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to the next-occurring July 31) whereupon this Lease shall expire and shall be of no further force and effect, except that such termination shall not release or modify any of the obligations of the Parties arising prior to such termination.

4. Purchase Option. In accordance with the terms and conditions of the Lease, Tenant has an option to purchase up to ten (10) acres of the Property at any time prior to expiration of the Development and Construction Period.

5. Easement Rights Purchase Option. In accordance with the terms and conditions of the Lease, Tenant has an option to purchase certain easement rights over the Property at any time prior to expiration of the Option Period.

6. MISCELLANEOUS. THIS MEMORANDUM IS RECORDED SOLELY FOR THE PURPOSE OF GIVING NOTICE TO THIRD PARTIES OF THE LEASE, ALL OF THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF HEREIN SET FORTH IN FULL. NOTHING CONTAINED IN THIS MEMORANDUM IS INTENDED TO OR DOES MODIFY OR EXPAND IN ANY WAY ANY OF THE TERMS OR PROVISIONS OF THE LEASE, AND THE LEASE SHALL DETERMINE AND GOVERN THE RIGHTS AND DUTIES OF LANDLORD AND TENANT IN ALL RESPECTS.

7. Counterparts. This Memorandum may be executed by the parties on separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first above written.

LANDLORD:

Phillip Lamkin

By: [Signature]

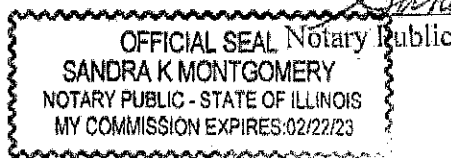
Name: Phillip Lamkin
Title: Landowner

STATE OF Illinois)
COUNTY OF DeWitt) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Phillip Lamkin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument in such capacity as aforesaid, as her own free and voluntary act and as the free and voluntary act of said Landlord, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of December, 2021.

[Signature]



My commission expires: _____

TENANT:

Prairie Flats Solar, a Delaware limited liability company

By: [Signature]
Name: Christopher F. Clark
Title: SVP

STATE OF Massachusetts
COUNTY OF Suffolk)
SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Chris Clark, the SVP of Nexamp LLC, the sole member of Prairie Flats Solar LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument in such capacity as aforesaid, as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of December, 2021.

Brianna Rainville
Notary Public

My commission expires: 2/3/2028



BRIANNA RAINVILLE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 3, 2028

EXHIBIT A

Legal Description of Premises

The West 1/2 of the Southeast 1/4 of Section 15, Township 20 North, Range 2 East of the 3rd Principal Meridian,

EXCEPT beginning at the Southwest corner of the Southeast 1/4 of Section 15, Township 20 North, Range 2 East of the 3rd Principal Meridian; thence North 0°00'00" East along the West line of the Southeast 1/4 of said Section 15, 268.07 feet; thence North 88°13'26" East parallel with the South line of the Southeast 1/4 of said Section 15, 319.80 feet to the center line of an existing ditch; thence South 02°26'14" East along the center line of said ditch, 267.96 feet to the South line of the Southeast 1/4 of said Section 15; thence South 88°13'26" West along the South line of the Southeast 1/4 of said Section 15, 331.20 feet, more or less to the place of beginning, situated in the County of DeWitt, in the State of Illinois;

ALSO EXCEPTING:

A part of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Fifteen (15), Township Twenty (20) North, Range Two (2) East of the Third Principal Meridian. Clintonia Township, Dewitt County, Illinois, as depicted on Exhibit A and described as follows:

Commencing at the Southwest corner of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section Fifteen (15); thence North 00 degrees 20 minutes 45 seconds East, along the West line of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section Fifteen (15); a distance of 268.07 feet to the Northwest corner of a tract of land conveyed to David M. Van Haintze and Margaret J.C. Van Haintze and described in Warranty Deed recorded in Book 312 on page 170 of the records in the Recorder's Office of Dewitt County, Illinois, said point also being the Point of Beginning. From said Point of beginning; thence continue North 00 degrees 20 minutes 45 seconds East, a distance of 506.92 feet; thence North 88 degrees 34 minutes 03 seconds East, a distance of 1179.00 feet; thence South 00 degrees 21 minutes 49 seconds West, a distance of 743.51 feet to a point on the westerly right of way line of F.A. Route 412 (U.S. Route 51) as described in Warranty Deed recorded in Book 224 on page 08 of the records in the Recorder's Office of Dewitt County, Illinois; thence South 74 degrees 31 minutes 58 seconds West, along said westerly right of way line, a distance of 47.30 feet to a point on the northerly right of way line of Township Route 125 (Tabor Road); thence South 01 degrees 25 minutes 57 seconds East, a distance of 20.00 feet to a point on the South line of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section Fifteen (15); thence South 88 degrees 34 minutes 03 seconds West, along the South line of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section Fifteen (15), a distance of 802.67 feet to the Southeast corner of said Van Haintze tract of land; thence North 02 degrees 05 minutes 28 seconds West, along the centerline of Ten Mile Creek, a distance of 267.96 feet to the Northeast corner of said Van Haintze tract of land; thence South 88 degrees 34 minutes 03 seconds West, parallel with the South line of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section Fifteen (15), a distance of 319.80 feet to the Point of Beginning. Said parcel also being shown on Plat of Survey by Ronald W. Lamb dated March 13, 2017 and recorded on March 16, 2017 as Plat Document Number 249013 in the Recorder's Office of DeWitt County, Illinois.

PARCEL NUMBER(S): 07-15-400-009

