

## **SOLAR LEASE AGREEMENT**

7/13/2024 **THIS SOLAR LEASE AGREEMENT** (the “**Lease**”) is entered into as of 7/13/2024, 2024 (the “**Effective Date**”), by Kevin Loyd (“**Landlord**”) and SG Gob Hill I PV, LLC, an Illinois Limited Liability Company (“**Tenant**”). Landlord and Tenant are sometimes referred to individually in this Lease as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

WHEREAS, Landlord is the fee title owner of that certain real property containing approximately 27.4 acres located in Bald Hill Township, Jefferson County, in the State of Illinois, as more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements located thereon (“**Landlord’s Property**”);

WHEREAS, Landlord desires to lease Landlord’s Property to Tenant as further described herein together with all rights, privileges and appurtenances pertaining to Landlord’s Property, including, without limitation, all right, title and interest of Landlord in and to all rights-of-ways and easements (the portions of Landlord’s Property leased by Tenant and upon which Tenant may construct the Solar Project Improvements (defined herein) together with the Easements (defined herein) are collectively referred to hereinafter as the “**Premises**” and is more particularly described on Exhibit B attached hereto and made a part hereof by reference);

WHEREAS, this Lease is for use of the Premises for solar energy collection and conversion, battery storage, generation and transmission of electric power and all related and incidental purposes and activities, including, without limitation constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness sunlight for photovoltaic electric energy generation, including without limitation, existing and/or future technologies used or useful in connection with photovoltaic energy conversion and generation of electricity from sunlight and associated support structures, braces, wiring, plumbing, and related equipment (collectively, the “**Solar Project**”), (ii) electrical transmission and distribution facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, cross-arms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) interconnection and/or switching facilities and electric transformers and transformer pads, (v) energy storage facilities, (vi) meteorological towers and solar energy measurement equipment, (vii) control buildings, control boxes and computer monitoring hardware, (viii) utility installation, (ix) safety protection facilities, (x) maintenance yards, (xi) roads and erosion control facilities, (xii) signs and fences and (xiii) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity generated on the Premises and on adjacent property, if applicable (all of the foregoing, including the Solar Project, collectively, the “**Solar Project Improvements**”);

NOW, THEREFORE, for One Thousand and 00/100 dollars (\$1000.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## LEASE

**1. Grant of Lease.** Commencing on the Effective Date, Landlord hereby grants, demises and leases unto Tenant and Tenant hereby leases from Landlord, upon the terms and conditions described herein, the exclusive use and possession of the Premises, together with all rights and appurtenances, privileges and easements pertaining to or in any way benefiting, belonging or appertaining to the Premises and Landlord's Property, including, without limitation, [the Easements (defined below) and] any other right, title and interest of Landlord in and to adjacent streets, alleys, rights of way, easements or appurtenances (the "**Lease**").

1.1 Premises Subject to Lease; Amendments. Landlord and Tenant hereby acknowledge and agree that the Premises shall consist of one or more area(s) or location(s) which will be occupied by the Solar Project together with ancillary improvements related thereto [and the Access Area Easement(s) and Utility Line Area Easement(s), as referenced on Exhibit B-1 (collectively the "**Easements**")]. Landlord and Tenant hereby acknowledge and agree that the Solar Project [and Easements] may be located in any location(s) on the Premises as reasonably determined by Tenant. Prior to commencing Construction and Operation Activities, Tenant shall notify Landlord of the intended location for the Solar Project [, including any Easements granted under this Lease]. The Parties agree that Tenant, at any time during the Lease Term, may amend and replace the approximate location and description of the Premises described on Exhibit B attached hereto and made a part hereof.

1.2 Purpose of Lease. Tenant shall have the exclusive right to use the Premises and the exclusive right to the free flow of sunshine and solar irradiation to and across the Premises for Energy Production Purposes (defined below) and to derive all profits therefrom. In furtherance thereof, Landlord acknowledges and agrees that access to sunlight ("**Insolation**") is essential to the value to Tenant of the leasehold interest granted hereunder and is a material inducement to Tenant entering into this Lease. Accordingly, Landlord shall not permit any interference with Insolation of the Solar Project. Without limiting the foregoing, Landlord shall not construct or permit to be constructed any structure on the Property or any nearby or adjacent properties owned by Landlord or its Affiliates (defined below), permit the growth of foliage on Landlord's Property or any nearby or adjacent properties owned by Landlord or its Affiliates, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other airborne matter on Landlord's Property or any nearby or adjacent properties owned by Landlord or its Affiliates, in each case that could materially adversely affect Insolation of the Solar Project. If Landlord becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Solar Project, Landlord shall notify Tenant and reasonably cooperate with Tenant in taking measures to preserve existing levels of Insolation at the Property. Landlord shall cooperate with Tenant in its preparation and filing of any necessary documentation pursuant to applicable law for the purpose of protecting the Insolation of the Solar Project. "**Affiliate**" means any individual or entity which directly or indirectly controls, is controlled by or is under common control with such individual or entity. Any entity that is a partnership between, joint

venture of, or special purpose vehicle owned by Tenant, its Affiliates or a Leasehold Mortgagee shall be deemed to be an Affiliate of Tenant.

For purposes of this Lease, “**Energy Production Purposes**” means utilizing photovoltaic modules and related equipment to convert energy derived from the sun into usable electric energy, and collecting, storing and transmitting the energy so converted, together with all Construction and Operation Activities. “**Construction and Operation Activities**” includes without limitation: (a) surveying, constructing, installing, using, replacing, altering, relocating, inspecting, reconstructing, and maintaining, operating and removing from time to time the Solar Project Improvements, including overhead and underground electrical transmission and communications lines, electric transformers, telecommunications equipment, power generation and/or storage facilities (including battery storage) to be operated in conjunction with solar arrays installed on the Premises and elsewhere, roads, meteorological equipment and solar measurement equipment, control buildings, switch yards, maintenance yards, and other structures, facilities and equipment used in connection therewith on the Premises; (b) using, occupying, removing, disposing of and/or altering any and all improvements, crops (growing or grown), trees, vegetation, structures and other improvements or features on the Premises without further consent or approval from Landlord or any third party; and (c) undertaking any other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines in its sole discretion are necessary, useful or appropriate to accomplish any of the foregoing, including without limitation, exercising the right of ingress to and egress from the Solar Project Improvements (whether located on the Premises, on adjacent property or elsewhere over and across Landlord’s Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Tenant may construct from time to time) and any necessary mitigation activities (e.g., the preservation of agricultural land or habitat) required by the relevant governmental agencies.

1.3 Solar Project Improvements. Tenant will have the free and unrestricted right, at any time during the Lease Term (defined below), and subject to the terms and conditions herein, for itself and through Tenant’s contractors, representatives and agents, to enter the Premises and use the Easements and to construct and install the Solar Project Improvements and to alter, relocate, remove and make additions to the improvements located on the Premises and to construct on the Premises any ancillary improvements permitted under applicable law which are, in Tenant’s sole discretion, necessary, appropriate or incidental to the Solar Project without the requirement of Landlord’s prior consent or approval.

1.4 Solar Project Incentives and Benefits. Landlord has transferred and assigned and does by these presents transfer and assign to Tenant and Tenant accepts from Landlord all federal, state and/or local governmental incentives applicable to or otherwise available as a result of the development, ownership and operation of the Solar Project, including, without limitation, all tax credits, grants, accelerated depreciation, power purchase agreements, cost recovery programs, renewable energy credits, environmental credits and any other available incentives and benefits (collectively, the “**Incentives**”). Tenant may, from time to time during the Lease Term, in the name of Landlord, Tenant or both, file with the appropriate governmental authorities one or more applications for the Incentives which may include imposing conditions on the use of the Premises that are consistent with the operation of the Solar Project. Landlord will cooperate fully with Tenant in seeking to obtain and in obtaining such Incentives, which Tenant may then allocate, transfer or assign to other persons or entities; provided, however, that all costs and expenses

incident to filing such applications will be paid by Tenant. Landlord further agrees, promptly upon request by Tenant, to sign such applications Tenant may seek to file with governmental and other authorities to obtain the Incentives; provided, however, that all costs and expenses incident to filing such applications and obtaining approval thereof will be paid by Tenant.

## **2. Lease Term.**

2.1 **Inspection Period.** Commencing on the Effective Date and continuing for a period that is up to two (2) years thereafter (the “**Inspection Period**”), the Parties acknowledge and agree that Tenant will have the exclusive right to investigate the condition of the Property and all matters Tenant deems necessary or appropriate in order to evaluate the potential for the use of the Property for the installation, construction, use, operation and maintenance of the Solar Project, including, without limitation, the logistics and financing of the Solar Project, the Incentives and the availability of certificates, permits, licenses, variances, authorizations, utility interconnection and approvals required for the installation, construction, use, operation and maintenance of the Solar Project. During the Inspection Period, Tenant and its agents, employees, representatives and contractors shall be permitted to perform due diligence with respect to the Property and to enter the Property to inspect, examine, survey and make test borings, soil bearing tests and any other engineering, environmental, architectural or landscaping tests, drawings, investigations or surveys that Tenant deems necessary or appropriate including, without limitation, review and approval of the environmental condition of the Property, including, without limitation, Phase 1 and Phase 2 environmental assessments. At Tenant’s election, Tenant, at Tenant’s sole cost, may obtain an ALTA survey for the Property. Landlord and Landlord’s agent shall have the right to observe any testing performed by or on behalf of Tenant, and, Tenant shall promptly restore the Property to the condition that it was in prior to any such activities conducted by Tenant. During the Inspection Period, Landlord retains the right to plant and cultivate crops, and use the property as the Landlord deems appropriate, provided that these activities do not prevent the Tenant from executing the Tenants exclusive right to investigate the condition of the Property and complete the Tenant’s due diligence. Tenant shall further pay Landlord for any damages as a result of its activities during the Inspection Period to crops Landlord has planted on the Premises within 90 days of the resulting crop damage, such damage determined by crop production per acre of the damaged crops not to exceed One Thousand Dollars (\$1000.00) per acre damaged. If Tenant determines, in its sole and absolute discretion, for any reason or no reason whatsoever, that the Property is unacceptable for Tenant’s proposed use, Tenant may, without any liability hereunder, terminate this Lease at any time prior to the expiration of the Inspection Period upon written notice delivered to Landlord, and this Lease shall terminate upon the date specified in such notice. Tenant shall have the right to extend the Inspection Period for two additional terms of six (6) months by giving written notice of such election to Landlord prior to the expiration date.

2.2 **Construction Term.** The Construction Term of this Lease shall commence on the date Tenant commences construction (the “**Construction Term Commencement Date**”) and shall continue until the date immediately prior to the commencement of the Operations Term (the “**Construction Term**”). If the Commercial Operation Date (defined below) has not occurred on or before the date that is two (2) years after the Construction Term Commencement Date, as such period may be extended by delays due to the local utility or force majeure, Tenant shall have the right to terminate this Lease upon thirty (30) days’ notice. The termination shall be effective as of the date set forth in Tenant’s notice and neither Party shall have any further liability under this

Lease unless expressly set forth herein. The termination rights set forth in this Section 2.2 are in addition to, and not in limitation of Tenant's other rights to terminate under this Lease.

2.3 Operations Term. On the Commercial Operation Date, the term of the Lease shall automatically (and without the need for any additional documentation) be extended for a period of twenty-five (25) years from the Commercial Operation Date (the "**Operations Term**"). The "Commercial Operation Date" means the date by which Tenant has completed construction of the Solar Project and the Solar Project is operational for the sale of energy. In addition, Tenant shall have the right (the "**Renewal Option**") to extend the Lease Term beyond the Operations Term for three (3) successive periods of five (5) years each (each, a "**Renewal Term**"), by giving written notice of Tenant's election to extend to Landlord prior to the expiration of the Operations Term or relevant Renewal Term, as applicable (the Inspection Period, Construction Term, the Operations Term and any Renewal Term shall hereinafter be collectively referred to as the "**Lease Term**"). In order to prevent the inadvertent failure of Tenant to exercise any of the Renewal Options within the time specified above, the Lease Term shall not expire unless and until Tenant fails to exercise a Renewal Option within fifteen (15) business days after receiving notice from Landlord that the applicable Renewal Option has not been exercised, or unless and until Tenant gives notice to Landlord that it will not be exercising any remaining Renewal Options; provided, however, that Landlord's notice shall not be given prior to the date upon which the applicable Operations Term or Renewal Term would expire without exercise of such Renewal Option. If Landlord fails to give Tenant such notice on or after the expiration of the applicable Operations Term or Renewal Term, and Tenant occupies the Premises after the expiration of the applicable Operations Term or Renewal Term as if the Lease Term still was in effect, then Tenant shall remain in possession subject to the provisions of this Lease and the Lease Term shall remain in effect (subject to the immediately preceding sentence). If Landlord then gives Tenant such notice and Tenant exercises its Renewal Option, the effective date of such exercise shall be retroactive to the date the Lease Term would have expired without the exercise of the Renewal Option.

2.4 Termination of Lease. Tenant's obligation to pay Rent and continue this Lease is at all times expressly subject to satisfaction of each of the following conditions: (i) Tenant's obtaining and maintaining all necessary or required approvals from state, federal and local authorities for the operation of the Solar Project, (ii) Tenant's obtaining and maintaining any agreement that is necessary for the operation of the Solar Project, the sale and delivery of the electricity generated by it, including, without limitation, an interconnection agreement, a power purchase or net metering credit agreement or similar agreement, or the sale of renewable energy credits under a renewable energy credit agreement, and (iii) Tenant's ability to continuously operate the Solar Project and utilize the Premises for Energy Production Purposes. If any of the foregoing conditions is not satisfied at any time following the Effective Date, Tenant shall have the right to terminate this Lease with respect to all or any of the Premises upon written notice to Landlord. The termination rights set forth in this Section 2.4 are in addition to, and not in limitation of Tenant's other rights to terminate under this Agreement. Provided that Tenant is not in default of the terms of this Lease (beyond any applicable notice and cure period), at any time during the Lease Term, including as it may be extended, Tenant may terminate this Lease and Tenant's obligations hereunder upon not less than thirty (30) days prior written notice to Landlord, provided that if the termination is effective prior to the Commercial Operation Date, then no further amounts shall be due or payable but Tenant shall not be entitled to any refund of Rent paid for the lease year in which the termination occurs. Such termination to be effective on a date provided in the

notice. Upon termination pursuant to this Section 2.4, Tenant shall perform its obligations under Section 4.2, if any, but shall have no further liability to Landlord (except such obligations which, by the provisions herein, expressly survive the termination of this Lease).

### **3. Rent and Payments.**

3.1 During the Construction Term, Tenant will pay Landlord annual rent (“**Construction Term Rent**”) in accordance with the terms set forth herein Tenant shall pay Construction Term Rent in the amount of Five Hundred Dollars (\$500.00) per acre leased. After the first twelve (12) month period of the Construction Term, Tenant shall pay Construction Term Rent in the amount of One Thousand Dollars (\$1000.00) per acre leased until the Construction Term Ends. Tenant shall pay Construction Term Rent in equal quarterly installments and shall be prorated for any partial lease year.

3.2 From and after the Commercial Operation Date until the expiration or earlier termination of the Lease Term, Tenant will pay Landlord annual rent (“**Rent**”) in accordance with the terms set forth herein. Tenant shall pay Rent in the amount of Two Thousand Dollars (\$2000.00) per acre of Landlord’s premises for a total of (\$54,800.00) Fifty-Four Thousand Eight Hundred Dollars for the twelve (12) month period following the Commercial Operation Date and Rent shall thereafter increase 2 % for each successive twelve (12) month period. Tenant shall pay Rent in equal quarterly installments and shall be prorated for any partial lease year. Tenant shall be entitled to recover from Landlord a prorated amount of the Rent paid if this Lease is terminated for any reason other than Tenant’s default before the end of the full lease year except as set forth in Section 2.4.

### **4. Title and Removal of Solar Project Improvements.**

4.1 Title. Landlord shall have no right, title, ownership, lien, security or other interest in any Solar Project Improvements installed on, under or about the Premises or wherever located, regardless of whether such Solar Project Improvements are deemed fixtures, or any profits derived therefrom, and Tenant may add to, relocate or remove any or all Solar Project Improvements located at, on or about the Premises at any time. Without limiting the foregoing, Landlord hereby waives, releases and relinquishes any and all present and future rights to file liens upon, rights of distraint, levy, attachment and recourse to the Solar Project Improvements and any other trade fixtures, signs, equipment, machinery, inventory and personal property of Tenant on, at or about the Premises. Landlord shall not be entitled to other payments from Tenant under this Lease, for the following: benefits accrued by or from the Solar Project Improvements, Incentives or any other amounts derived from the Solar Project. Landlord acknowledges and agrees that (i) Tenant is and shall remain the exclusive owner and operator of the Solar Project and the Solar Project Improvements, which is Tenant’s personal property, (ii) the Solar Project and the Solar Project Improvements may not be sold, leased, assigned, mortgaged, pledged or otherwise transferred, alienated or encumbered with Landlord’s fee or leasehold interests or other rights in or to the

Property or otherwise by Landlord, and (iii) notwithstanding anything to the contrary herein, Tenant shall be entitled, and is hereby authorized, to file one or more precautionary financing statements (and any amendments thereto) in such jurisdictions as it deems appropriate with respect to the Solar Project and the Solar Project Improvements in order to protect its rights in the Solar Project and the Solar Project Improvements.

4.2 Removal and Restoration. Except as otherwise expressly set forth in this Agreement, within 270 days of the expiration or earlier termination of this Lease, Tenant shall have the right to remove all Solar Project Improvements from the Premises and restore the Premises to the greenfield condition substantially similar to the condition of the Premises maintained by Tenant during the Lease Term, excluding removing underground wiring and any other permanent improvements installed by Tenant.

## 5. Taxes.

5.1 **Taxes.** Landlord shall pay all (i) real and personal property taxes and assessments levied against Landlord's Property, and (ii) all taxes, fees, levies, or charges imposed upon or measured by the income, inheritance, franchise, excess profits, items of tax preference, or gross receipts payments derived from the Landlord's Property by Landlord or the owner of any interest therein; provided however that Tenant shall pay for any increase in and/or separate assessment to Tenant of the ad valorem property taxes levied against the Premises that are assessed for the period from and after the Effective Date until the end of the Lease Term solely to the extent such increase is directly attributable to the presence of the Solar Project Improvements, including, but not limited to, any increases in and/or separate assessment of taxes to Tenant during the Lease Term pursuant to and in accordance with 35 ILCS 200/10-720 et. seq. Tenant shall not be responsible for any taxes attributable to any period prior to the Effective Date or any interest or penalties thereon. Tenant shall pay any personal property taxes assessed against the Solar Project Improvements when due and payable. Tenant may contest the amount and the legal validity of any taxes due under this Lease, and Tenant may institute such proceedings as it considers reasonable or necessary, provided that Tenant shall bear all expenses in pursuing such contest or proceeding. Landlord shall pay all (i) real and personal property taxes assessed against the Property excluding the Premises, and (ii) all taxes, fees, levies or charges imposed on or measured by the income, inheritance, franchise, excess profits, items of tax preference or gross receipts payments derived from the Property by Landlord or the owner of any interest therein. Landlord shall submit to Tenant a copy of all notices and other correspondence Landlord receives from any taxing authorities regarding taxes for which Tenant is responsible hereunder within thirty (30) days after Landlord receives same, but in no event later than thirty (30) days prior to the date an objection to such assessment or taxes must be filed. In the event Landlord fails to timely pay any taxes for which it is responsible hereunder, Tenant may pay such taxes on Landlord's behalf and deduct the amount of such payments from its subsequent Rent payments.

## 6. Insurance.

### 6.1 Tenant Insurance.

6.1.1 Policy Requirements. Prior to commencing construction or operation of the Solar Project, Tenant will obtain and thereafter maintain, at its sole cost and expense, (i) commercial

general liability insurance to afford protection with limits, per person and for each occurrence, of not less than One Million Dollars (\$1,000,000.00) general aggregate/One Million Dollars (\$1,000,000.00) personal injury/bodily injury per occurrence, and (ii) if, and to the extent, required by law, workmen's compensation or similar insurance offering statutory coverage. Such insurance shall, at the request of Landlord, name Landlord as an additional insured except for claims arising out of Landlord's negligence or willful misconduct. Within fifteen (15) days of request by Landlord, Tenant will deliver to Landlord a properly executed certificate of insurance evidencing the required coverage. Tenant will replace such certificates for policies expiring during the Lease Term.

6.1.2 Blanket Policies. Notwithstanding anything in this Agreement to the contrary, Tenant and any subtenant will have the right to maintain the insurance coverages set forth in this Section 6 under policies containing provisions and/or under blanket insurance policies covering other premises owned, leased or subleased by Tenant, any subtenant and/or their affiliates so long as the coverage afforded thereby is equivalent to or greater than the insurance coverages and limits required herein.

6.2 Landlord Insurance. Landlord will obtain and at all times maintain during the Lease Term commercial general liability or other equivalent insurance in a minimum amount per occurrence reasonably acceptable to Landlord and Tenant that insures against claims for personal injury, bodily injury and property damage attributable to the actions or omissions of Landlord or its agents, with Tenant and such other parties requested by Tenant to be named as an additional insured on said policy. Within fifteen (15) days of request by Tenant, Landlord will deliver to Tenant a properly executed certificate of insurance evidencing the required coverage. Landlord will replace such certificates for policies expiring during the Lease Term.

6.3 Waiver of Subrogation. Landlord and Tenant mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard to the extent covered or required to be covered hereunder and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

**7. Covenants, Representations and Warranties of Landlord.** Landlord covenants, represents and warrants to Tenant as of the Effective Date and throughout the Lease Term that:

7.1 Landlord solely owns and holds good and marketable fee simple title to the Premises, subject only to those matters set forth in Exhibit C attached hereto and incorporated herein by reference, if any, (collectively the "**Permitted Encumbrances**"), none of which will adversely impact the ability of Tenant to use and operate its business at the Premises in the manner contemplated by this Agreement. Except as set forth in Exhibit C, there are no liens, tenancies (including any mineral or other subsurface lease or use rights), easements, other rights to use or possession (including but not limited to options or rights of first refusal), encumbrances, leases, mortgages, deeds to secure debt, deeds of trust, security interests, claims, disputes or other exceptions (collectively, "**Encumbrances**") to Landlord's fee title ownership of the Premises. If there is an existing deed of trust, mortgage or similar security instrument with a lien against the Landlord's Property or any portion thereof or Landlord enters into a mortgage after the Effective Date, Tenant's rights hereunder shall be subordinated to such mortgage; provided, however, as a condition to such subordination, Landlord agrees to obtain from the holder of each such mortgage and deliver to Tenant, an executed subordination and non-disturbance agreement assuring Tenant



that notwithstanding any default by Landlord, or any foreclosure or deed in lieu thereof, this Lease shall continue in full force and effect, Tenant's use and possession of the Premises shall remain undisturbed in accordance with the provisions of this Lease, and acknowledging Tenant's ownership of the Solar Project, the Solar Project Improvements, the Incentives and any other rights and interests of Tenant. Such subordination and non-disturbance agreement will be in a form reasonably acceptable to Tenant, shall not conflict with the terms of this Lease, increase Tenant's obligations hereunder or decrease Tenant's rights hereunder or decrease Landlord's obligations hereunder or increase Landlord's rights hereunder, and shall contain a covenant by such holder that it will treat the Lease as continuing to be in effect in the event that the Lease is rejected in a bankruptcy of Landlord and Tenant exercises its right to remain in possession of the Premises as permitted under the United States Bankruptcy Code. Landlord shall provide such subordination and non-disturbance agreement to Tenant from any existing mortgagee prior to the Effective Date.

7.2 Except as set forth in Exhibit C hereto, Landlord owns all of the oil, gas, coal, minerals, cement materials, sodium sulfate, sand, gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays in, on, under or that may be produced from the Property howsoever drilled, mined, or produced ("**Mineral Estate**"). If Tenant determines that any part of the Mineral Estate is not owned, leased, or controlled by Landlord, then Landlord shall use its best efforts to obtain non-interference and waiver of surface rights agreements from all persons and entities that have any ownership, royalty, or leasehold interest in the Mineral Estate. Notwithstanding anything else in this Agreement, after the Effective Date, Landlord shall not utilize the surface of the Premises to explore for, develop, or extract any material or substance from the Mineral Estate underlying the Premises nor enter into any agreement permitting a third party to utilize the surface of the Premises explore for, develop, or extract any material or substance from the Mineral Estate underlying the Premises.

7.3 Landlord has the good and lawful right, power, and authority to execute this Agreement and to do all things necessary to perform its terms, and that, except for the Permitted Encumbrances, Landlord will warrant and forever defend Tenant, its successors, successors-in-title and assigns, against the claims of any and all persons whomsoever as to any rights herein granted;

7.4 Landlord has no knowledge of any pending or threatened suit, action, claim, condemnation proceeding, violation of any legal requirement, legal proceeding, or any other proceeding that could affect the Premises or any part thereof, Landlord's right, power, or authority to lease the Premises or any part thereof, or the ability of the Tenant to develop the Solar Project. Landlord covenants and agrees to give Tenant prompt notice of the institution or occurrence of any such circumstance;

7.5 Landlord represents and warrants that there are no existing violations of federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations (collectively "**Hazardous Materials**") on, under or about the Premises. Except for customary products which are used in a manner consistent with Landlord's past use and in full compliance with all applicable laws and regulations, Landlord shall not cause any Hazardous Materials to be brought on, under or about the Premises during the Lease

Term. To the best of Landlord's knowledge, there are no historical or archaeological features or endangered species habitats located on, under or about the Premises;

7.6 Landlord's activities and any grant of rights Landlord has made or makes (oral or written) to any person or entity, whether located on the Premises or elsewhere, will not currently or prospectively interfere with Tenant's use of the Premises;

7.7 Landlord, at its sole cost and expense, will remove from the Premises any personal property, equipment, or improvements (if any) prior to the Effective Date;

7.8 Landlord represents and warrants that neither the Landlord's Property nor the Premises is subject to any real property tax exemption pursuant to any federal, state, or local real property tax exemption or preferential treatment, including those that could result in any rollback or retroactive taxes being assessed against the Landlord's Property or the Premises;

7.9 Landlord shall not materially interfere with and will not allow any other party to materially interfere with, the free, unobstructed, and open and unobstructed access to the sun over and across the Premises. At the reasonable request of Tenant, Landlord will also clear and keep clear from any property adjacent to the Premises that is owned by Landlord any trees or other items that obstruct the sunshine or solar irradiation needed to operate the Solar Project;

7.10 Tenant shall be entitled to lawfully, peaceably and quietly hold, occupy, possess and enjoy the Premises for the Lease Term without hindrance or ejection by any person; and

7.11 Landlord covenants and agrees that it will not enter into any transaction, take any action, or by inaction permit any event to occur which would result in any of the representations, warranties, and covenants of Landlord contained herein to not be true, correct, and satisfied at and as of the time immediately after the occurrence of such transaction, action or event.

**8. Covenants, Representations and Warranties of Tenant.** Tenant covenants, represents, and warrants to Landlord as of the Effective Date and throughout the Lease Term that:

8.1 Tenant has the good and lawful right, power, and authority to execute this Agreement and to do all things necessary to perform its obligations subject to and upon the terms and conditions set forth herein;

8.2 Tenant will construct, operate, and maintain the Solar Project Improvements during the Lease Term in accordance with all federal, state, and local laws, regulations, ordinances, and decrees applicable to the Solar Project including, without limitation, any environmental laws, or regulations;

8.3 Tenant shall keep the Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to the Premises in connection with Tenant's use of the Premises pursuant to this Agreement; provided, however, that if Tenant wishes to contest any such lien, Tenant shall not be in breach of this Agreement if Tenant, within thirty (30) days after it receives notice of the filing of such lien, removes or bonds over such lien from the Premises pursuant to applicable law;

8.4 Tenant will pay for all utilities and services exclusively serving the Premises and that Tenant uses during the Lease Term, including, but not limited to, water, sewer, gas, and electricity, if any;

8.5 Tenant will keep the Premises reasonably free of debris; and

8.6 Tenant will obtain and maintain the insurance required pursuant to Section 6.1.

**9. Condemnation.** In the event title or possession of all or any part of the Premises is taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, by an authority (a “**Condemning Authority**”) having the power of eminent domain, or is sold to a Condemning Authority under threat of the exercise of that power, or should a partial taking render the Premises unsuitable for Tenant’s use, in Tenant’s sole judgment, then Tenant may, at its sole option, terminate this Agreement upon notice to Landlord as to all or any portion(s) of the remainder of the Premises not taken. In such event, in addition to and without limitation of Tenant’s other rights to terminate under this Agreement, this Agreement shall terminate with respect to rights and obligations not then accrued (excluding those accruing on account of such taking under this Section) with respect to any area of the Premises taken at the time the Condemning Authority takes possession of the applicable area. In the event of such partial taking wherein Tenant does not elect to terminate this entire Agreement, this Agreement shall remain in effect with respect to the area of the Premises not taken and Rent and any other payments owed hereunder shall be adjusted accordingly based on the change in the acreage of the Premises. All payments made on account of any taking by a Condemning Authority shall be made directly to the Party entitled thereto. In the event of either a total or partial taking, Tenant shall be entitled to all awards and compensation from the Condemning Authority for the reasonable removal and relocation costs of any of the Solar Project Improvements (including any taken or damaged), and for the loss and damage to any such property that Tenant elects or is required not to remove, and for the loss of use of the property by Tenant (including, without limitation, the leasehold value of this Agreement and the loss of business), provided that if such Condemning Authority makes any payments to Landlord that include amounts to which Tenant is entitled under this Agreement or applicable law, Landlord shall hold the same in trust for Tenant and shall promptly make payment to Tenant of the award to which it is entitled. It is agreed that Tenant shall have the right to participate in any settlement proceedings and that Landlord shall not enter into any binding settlement agreement without the prior written consent of Tenant, which consent shall not be unreasonably withheld.

**10. Assignment.**

10.1 Transfers by Tenant. Tenant shall have the right to sell, assign, sublease, encumber, transfer, grant easements, licenses, or similar rights to any or all of its rights and interests under this Agreement; provided, however, that all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. Any such transfer shall relieve Tenant of its obligations under this Agreement to the extent that the transferee assumes Tenant’s obligations under this Agreement. Tenant shall notify Landlord in writing of any such transfer. In addition, Tenant shall have the right, without Landlord’s consent, to mortgage and otherwise encumber Tenant’s interests under this Agreement and to secure a loan or other financing for the development and/or construction of the Solar Project Improvements and/or the conversion,

replacement or refinancing of such a loan and/or the conversion, replacement and/or refinancing of any subsequent loan.

10.2 Transfers by Landlord. Landlord shall have full right and authority to transfer any or all of Landlord's right or interest in the Premises and this Lease to one or more transferees, which may include Landlord's right to payment under this Agreement, so long as (i) such transfer does not impair or interfere with Tenant's rights under this Agreement, and (ii) Landlord and Landlord's transferee enter into an assignment and assumption agreement in a form reasonably approved by Tenant. Landlord shall notify Tenant in writing of any such transfer and send Tenant a signed copy of such assignment and assumption agreement along with the name, address and telephone number of the assignee.

## **11. Financing Conditions and Required Modifications.**

11.1 If Leasehold Mortgagee (hereinafter defined) shall request any modification or amendment to this Agreement as a condition to any financing for the Solar Project Improvements, to making a mortgage loan, or to a bond, equity, or security offering, Landlord covenants and agrees to cooperate in good faith and make such modifications and amendments to the Agreement as reasonably requested by such party, including the execution of such instrument (in recordable form to the extent required by Tenant and the Leasehold Mortgagee) effecting such modifications and amendments, provided that such modifications and amendments do not materially increase the obligations of Landlord hereunder or materially reduce the rights or remedies of Landlord hereunder. For purposes of this Agreement, "**Leasehold Mortgagee**" shall mean any mortgagee or holder of any mortgage, deed of trust or other security interest in this Agreement or in any Solar Project Improvements.

11.2 In connection with any such financing or refinancing, from time to time, upon request, Landlord will promptly provide one or more written subordination and non-disturbance agreements, recognition agreements, consents and estoppel certificates in form and substance reasonably satisfactory to Tenant and such Leasehold Mortgagee, consenting to such Leasehold Mortgagee's security interest in this Lease and confirming such Leasehold Mortgagee's rights as assignee hereunder, including the right to cure defaults and to assume this Lease and to transfer the same to one or more third parties, and will execute and deliver any other reasonable documents or agreements customarily required with respect thereto and otherwise reasonably cooperate with all requests of such Leasehold Mortgagee. Landlord hereby irrevocably agrees to refrain from taking any action to bar, restrain or otherwise prevent Leasehold Mortgagee Tenant from accessing the Premises and Landlord's Property for the purpose of inspecting the Solar Project Solar Projector the exercising the Leasehold Mortgagee's rights and remedies.

## **12. Default**

12.1 Subject to the rights of Leasehold Mortgagees as provided in Section 11, each of the following events shall constitute an Event of Default by a Party and shall permit the non-defaulting Party to terminate this Lease and/or pursue all other appropriate remedies:

12.1.1 Failure to Perform. The failure or omission by either Party to observe, keep, or perform any of the other terms, agreements, or conditions set forth in this Lease, and such

failure or omission has continued for more than thirty (30) days (or such longer period as may reasonably be required to cure such failure or omission, provided that cure has commenced, and such Party is diligently proceeding to complete such cure) after written notice from the other Party; or

12.1.2 Bankruptcy. A Party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it, and such involuntary petition or request is not dismissed within one hundred twenty (120) days after filing.

12.2 Effect of Landlord's Default. Upon the occurrence of an Event of Default by Landlord, Tenant may, at its option, and in addition to and cumulatively of any other rights it may have at law or in equity or under this Lease, (a) cure the default on Landlord's behalf, in which event Landlord the defaulting Party shall reimburse Tenant on demand for all costs and expenses incurred by Tenant, (b) terminate this Lease by written notice to the defaulting Party, and/or (c) enforce, by all proper and legal suits and other means, its rights hereunder, including the collection of sums due hereunder.

### **13. Termination and Remedies.**

13.1 Landlord's Termination and Remedies. Landlord shall have the right to terminate this Agreement upon the occurrence of all events set forth in this Section 13.1: (a) Landlord notified Tenant in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default, (b) the default has not been remedied (i) within thirty (30) days after Tenant received written notice if the default is the failure to timely make any monetary payment required hereunder, or (ii) within ninety (90) days after Tenant received written notice in the case of any other default hereunder, or, if the cure will take longer than ninety (90) days with respect to a default that is subject to this subparagraph (ii), Tenant has not diligently commenced to undertake the cure within the relevant time period and thereafter does not continue to prosecute the cure to completion, and (d) if appropriate or required, Landlord notified any lender or Leasehold Mortgagee in accordance with any financing agreements or terms structured under Section 11 of this Agreement, and the default shall not have been remedied within the time periods set forth in any such agreement or terms with any such lender or Leasehold Mortgagee.

13.2 Tenant's Termination and Remedies. If Landlord breaches any provision of this Agreement and such breach is not cured within fifteen (15) business days after written notice from Tenant, then, in addition to any other remedies Tenant may have at law or in equity, Tenant may terminate this Agreement or Tenant may cure such breach on Landlord's behalf and all reasonable costs incurred by Tenant shall be reimbursed by Landlord upon demand with interest accruing on any unpaid amounts at the then prime rate of interest plus 2%, or Tenant may elect to offset amounts due from Landlord pursuant to this Section 13.2 against future payments due from Tenant to Landlord pursuant to this Agreement. In addition to the foregoing right of Tenant to terminate this Lease as a result of Landlord's breach of its obligations, Tenant shall have a right to terminate this Lease upon the occurrence of (i) a Force Majeure Event that persists for 180 days or more, or (ii) a change in applicable law or other event beyond Tenant's reasonable control that would cause the Solar Project to be uneconomical for Tenant. If Tenant elects to exercise its right to terminate this Agreement pursuant to this Section 13.2, Tenant shall give Landlord written notice no later

than thirty (30) days' prior to the termination date set forth in Tenant's notice, and neither Party shall have any further liability hereunder after the termination date except as expressly set forth herein. The termination rights set forth in this Section 13.2 are in addition to, and not in limitation of Tenant's other rights to terminate under this Agreement.

13.3 Each Party shall use good faith commercially reasonable efforts to minimize its damages and the other Party's liability arising from or in connection with this Agreement.

#### **14. Indemnity.**

14.1 Indemnity by Tenant. Tenant will indemnify, defend and save harmless Landlord from and against all losses, liabilities, obligations, claims, damages, penalties, causes of action, suits, litigation, judgments, and costs and expenses, including, without limitation, reasonable attorneys' fees, expenses and costs of litigation (all of the foregoing being hereinafter collectively referred to as "**Losses**") directly arising out of or caused by personal injury, death or property damage to the extent directly caused by the negligence or willful misconduct of Tenant or of any of Tenant's employee.

14.2 Indemnity by Landlord. Landlord will indemnify, defend and save harmless Tenant and its affiliates, and its and their officers, directors, agents and employees (the "**Tenant Indemnitees**") from and against all Losses directly arising out of or caused by (a) damage to Tenant's property directly caused by the negligence of Landlord or any of Landlord's agents, employees, or invitees, (b) hazardous substances or Hazardous Materials (defined above) in, on, under, about or near the Premises or Landlord's Property on, or prior to, the Effective Date, or brought onto the Premises or Landlord's Property by Landlord after the Effective Date; (c) any misrepresentation or material breach by Landlord of any of the representations or warranties of Landlord set forth in this Agreement; and (d) personal injury, death or property damage to the extent directly caused by the negligence or willful misconduct of Landlord, or any of Landlord's agents, employees, or invitees.

**15. Notice.** All notices under this Agreement shall be properly given only if made in writing and mailed by certified mail, return receipt requested, postage prepaid, or by reputable overnight to the party at the address set forth in this Section 14 or such other address as such party may designate by notice to the other party. Such notices and other communications shall be effective on the date of receipt or refusal of receipt. Unless changed in accordance with this Agreement, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Landlord:

Kevin Loyd  
2209 N. Mill Springs Lane  
Sheller, IL 62883

If to Tenant:

SG Gob Hill I PV, LLC  
111 S. Calvert St., Suite 1500  
Baltimore, MD 21202  
Attn.: Chief Executive Officer

With a copy to:

SG Gob Hill I PV, LLC  
200 Liberty Street, 14<sup>th</sup> Floor  
New York, NY 10281  
Attn.:

Any Party hereto may, from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address(es) or different person(s) to which all such notices or demands are thereafter to be addressed.

**16. Memorandum.** The Parties will execute and deliver concurrently with the execution of this Agreement a memorandum substantially in the form set forth on Exhibit D attached hereto and incorporated herein by this reference, which Tenant may record in the real property record in the county in which the Premises is located. Simultaneously or promptly following amendment to or termination of this Agreement and upon the request of either Party, the Parties agree to execute and record additional memoranda or documents as necessary and requested to reflect such amendment or termination in the real property record in said county.

**17. Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person, property or circumstance which is not of essence to this Agreement shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons, properties and circumstances other than those which it is invalid or unenforceable, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law. The provisions of this Section 17 shall survive the termination of this Agreement.

**18. Estoppel Certificates.** Upon written request by either Tenant or Landlord, the other Party will, without charge, at any time and from time to time, certify in writing to the best of its knowledge: (a) as to whether this Agreement has been supplemented or amended; (b) as to the existence of any default hereunder; (c) as to the existence of any offsets, counterclaims or defenses thereto on the part of the non-defaulting Party; and (d) as to any other matters as may be reasonably requested. Any such certificate may be relied upon by the Party requesting it and by any other person, firm or corporation to whom the same may be exhibited or delivered, including Leasehold Mortgagee and the contents of such certificate will be binding on the Party executing same. Such certificate will be provided to the requesting Party within ten (10) business days after that Party's request therefor.

**19. Binding Effect.** All of the provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. If any of the Parties consist of more than one person or entity, each such person and entity will be jointly and severally liable for the performance of this Agreement.

**20. Confidentiality.**

20.1 Confidential Information. Each Party (the “**Receiving Party**”) shall maintain in the strictest confidence, for the benefit of the other Party (the “**Disclosing Party**”) all information disclosed to the Receiving Party by the Disclosing Party (“**Confidential Information**”). Without limiting the foregoing (a) the financial terms of or payments under this Agreement shall be considered the “**Confidential Information**” of each Party as to the other, and (b) all information comprising Tenant’s plans with respect to the Premises, and all information comprising Tenant’s site or product design, methods of operation, methods of construction, power production or availability of the Solar Project shall also be considered the “**Confidential Information**” of Tenant as the Disclosing Party, whether disclosed by Tenant or discovered by Landlord. Notwithstanding any of the foregoing, in no event shall any of the following information constitute the Confidential Information of either Party: (i) information that is in the public domain by reason of prior publication through no act or omission of a Receiving Party or its employees or agents, and (ii) information that was already known to the Receiving Party, at the time of disclosure and which the Receiving Party is free to use or disclose without breach of any obligation to any person or entity.

20.2 Non-Use and Non-Disclosure Covenants. To the fullest extent permitted by law, each Receiving Party shall not use the Confidential Information of the Disclosing Party for the benefit of the Receiving Party outside of the contemplations of this Agreement, nor shall a Receiving Party publish or otherwise disclose the Confidential Information of the Disclosing Party to others or permit its use by others for their benefit or to the detriment of the Disclosing Party, except as contemplated by this Agreement. Notwithstanding the foregoing, a Receiving Party may provide Confidential Information as required or appropriate to attorneys, accountants, lenders and potential lenders, investors and potential investors, or third parties who may be assisting the Receiving Party in connection with this Agreement or with whom the Receiving Party may be negotiating in connection with the Premises or the Solar Project, or the Receiving Party’s financial, insurance or other planning, or as may be necessary to administer or enforce this Agreement. Further, Tenant shall have the right to disclose the Confidential Information that relates to this Agreement or to the construction, operation or maintenance of the Solar Project to governmental entities, regulatory entities, utility companies and other entities and agencies, to the extent (and only to the extent) necessary in connection with Tenant’s due diligence, processing of entitlements and approvals for Solar Project, financing of the Solar Project and otherwise as reasonably appropriate in connection with the Solar Project.

20.3 Legally Compelled Disclosure. If a Receiving Party becomes legally compelled to disclose any of the Confidential Information, that Party will provide the Disclosing Party with notice of that requirement so that the Disclosing Party may seek a protective order or other appropriate remedy at the Disclosing Party’s risk and expense. The Receiving Party will furnish only that portion of the Confidential Information which is legally required, and the Receiving Party will cooperate with the Disclosing Party’s counsel (at the Disclosing Party’s expense) to enable



the Disclosing Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

20.4 Equitable Relief; Survival. The Parties acknowledge that it may be difficult to estimate damages resulting from any breach of this Section 20. Consequently, the Parties shall be entitled to injunctive or such other equitable relief as may be appropriate to prevent a breach or threatened or continuing breach of this Section 20 without forgoing any legal relief to which the Parties may otherwise be entitled to recover. The obligations of this Section 20 shall survive the expiration or termination of this Agreement.

## **21. Brokerage.**

21.1 Landlord. Landlord represents and warrants to Tenant that no broker, agent or finder is entitled to any commission, fee, or similar compensation as a result of having dealt with Landlord or having been engaged by Landlord in connection with this Agreement, and Landlord hereby agrees to defend, indemnify and hold Tenant harmless from any cost, loss, damage or expense, including, but not limited to, reasonable attorneys' fees and expenses and costs of litigation, which Tenant may incur, suffer or be threatened with on account of any claim for a fee, commission or similar compensation by any broker, agent or finder who has dealt with Landlord.

21.2 Tenant. Tenant represents and warrants to Landlord that no broker, agent or finder is entitled to any commission, fee, or similar compensation as a result of having dealt with Tenant or having been engaged by Tenant in connection with this Agreement, and Tenant hereby agrees to defend, indemnify and hold Landlord harmless from any cost, loss damage or expense, including, but not limited to, reasonable attorneys' fees and expenses and costs of litigation, which Landlord may incur, suffer or be threatened with on account of any claim for a fee, commission or similar compensation by any broker, agent or finder who has dealt with Tenant.

21.3 Survival. The Parties agree that the indemnities contained in this Section 21 will survive the expiration or the earlier termination of this Agreement.

**22. Zoning and Permits.** Tenant is hereby authorized, at any time and from time to time during the term of this Agreement, in the name of Landlord, Tenant or both, to file with the appropriate governmental authorities one or more applications (a) to zone and/or to rezone the Premises, or any portion thereof, to such zoning classifications as Tenant may from time to time deem appropriate for such use, (b) to change the land use plan applicable to the Premises, (c) to obtain use permits with respect to the Premises, or any portion thereof, for the installation and operation of the Solar Project Improvements and other improvements authorized hereby, (d) to obtain variances from zoning and use restrictions otherwise applicable to the Premises, and (e) to have conditions placed on the use of the Premises in connection with any zoning or rezoning. Landlord agrees to cooperate fully with Tenant in seeking to obtain and in obtaining such rezoning, permits, variances and subdivisions; provided, however, that all costs and expenses for filing such applications and obtaining approval thereof will be paid by Tenant. Landlord further agrees, promptly upon request by Tenant, to sign such applications Tenant may reasonably seek to file with governmental authorities in order to obtain any separate addresses, zoning, rezoning, change of land use plan, building permits, licenses and other regulatory approvals required in connection with Tenant's use of the Premises and/or the demolition or construction of improvements on the

Premises; provided, however, that all costs and expenses incident to filing such applications and obtaining approval thereof will be paid by Tenant.

**23. No Waiver.** No failure by Landlord or Tenant to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any such term or a mutual departure from the terms of this Agreement. Either Party at any time may demand strict compliance with the terms of this Agreement notwithstanding any prior failure to enforce any term of this Agreement.

**24. Remedies Cumulative.** No remedy herein conferred upon or reserved to Tenant or Landlord shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**25. Force Majeure.** If either Party hereto will be delayed, hindered in, or prevented from, the performance of its obligations hereunder by reason of strikes, government action, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, acts of terrorists, or other reason of like nature that are beyond the reasonable control of such Party (each, a “**Force Majeure Event**”), such Party will be excused from performance of its obligations hereunder for the period of time equivalent to the delay caused by such Force Majeure Event; provided such affected Party provides notice to the other Party and uses reasonable efforts to avoid or remove such causes of non-performance and shall resume such performance hereunder whenever such causes are removed.

**26. Destruction and Damage.** If any damage to the Solar Project or the Solar Project Improvements renders all or a substantial portion of the overall Solar Project untenable or non-operational, in Tenant’s sole judgment, or as a result of such casualty any agreement with the utility or Tenant’s customers is terminated (a “**Substantial Interference**”), then regardless of whether there are insurance proceeds available to Tenant for such Substantial Interference, Tenant, in addition to and without limitation of Tenant’s rights set forth in Section 13.2, may terminate this Agreement and Landlord shall have no claim against Tenant for, and will be deemed to have released Tenant and Tenant’s agents and affiliates from responsibility for and waived any claim of recovery for any cost, loss, expense or damages suffered or incurred by Landlord as a result of such termination except for Tenant’s obligation to remove all Solar Project Improvements and to restore the Premises as provided in Section 5.2 of this Agreement. The termination rights set forth in this Section 25 are in addition to, and not in limitation of Tenant’s other rights to terminate under this Agreement.

**27. Intentionally omitted.**

**28. WAIVER OF RIGHT TO TRIAL BY JURY.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT

WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

**29. Governing Law.** This Agreement will be governed by, construed and enforced in accordance with the laws of the state where the Premises is located, without regard to its conflict of laws principles.

**30. No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto, other than the Tenant Indemnities and Leasehold Mortgagee.

**31. General.** Reference to Landlord and Tenant, whenever consistent with the context, will include either the number and the neuter, feminine or masculine gender where the context permits or requires. In the absence of a specific provision to the contrary, the Party upon whom an obligation is imposed by this Agreement will perform the obligation at its own expense. Section or paragraph headings relating to the content of the particular paragraphs are inserted only for the purpose of convenience and are not to be construed as part of the particular paragraphs to which they refer, and will not affect the meaning of this Agreement in any way. This Agreement constitutes the entire agreement and understanding between the Parties hereto and the Parties will not be bound by any prior or contemporaneous promises, representations, agreements, understandings or inducements between the Parties respecting the subject matter hereof or thereof other than those expressly set forth and stipulated in this Agreement. This Agreement may not be added to or modified in any way except by written agreement signed by the Parties hereto. It is the intention of the Parties hereto to create an estate for years in the Premises and to create the relationship of landlord and tenant and no other relationship whatsoever, and nothing contained herein will be construed to create between Landlord and Tenant any partnership or joint venture or the relationship of debtor and creditor or of principal and agent for any purpose whatsoever. Time is of the essence of each and every provision hereof. All exhibits to this Agreement are hereby incorporated in this Agreement and are made a part hereof by reference. This Agreement may be executed in any number of counterparts, each of which is an original, but all of which will constitute one instrument.

**32. Further Assurances.** Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 32. In addition, Landlord agrees to engage in good faith efforts and cooperate as reasonably necessary so that Tenant can obtain policies of leasehold owner's or leasehold mortgagee's title insurance and desired endorsements from a nationally recognized title insurance company selected by Tenant, insuring Tenant's leasehold and easement interests in the Premises and the Property, and/or any leasehold mortgage. Landlord's good faith efforts shall include, without limitation, promptly executing and delivering, in its capacity as Landlord and/or landowner, such title affidavits, estoppel certificates, evidence of authority, and other documents, or providing lien waivers, all as reasonably requested by the title

insurance company in order to issue title insurance in a form acceptable to Tenant and any Leasehold Mortgagee.

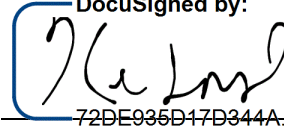
**33. Waiver of Consequential Damages.** Notwithstanding anything set forth herein to the contrary, neither Party shall be liable for any special, incidental, indirect or consequential damages arising out of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals  
the day and year first above written.

**LANDLORD:**

DocuSigned by:



By: \_\_\_\_\_  
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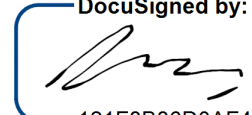
Name: Kevin Loyd 7/13/2024

Title: Landowner

**TENANT:**

SG Gob Hill I PV, LLC  
an Illinois Limited Liability Company

DocuSigned by:



By: \_\_\_\_\_  
121F8B86D0AF4C7...

Name: Alex Paul McMenemy

Title: Managing Member and Authorized  
Signatory 7/10/2024

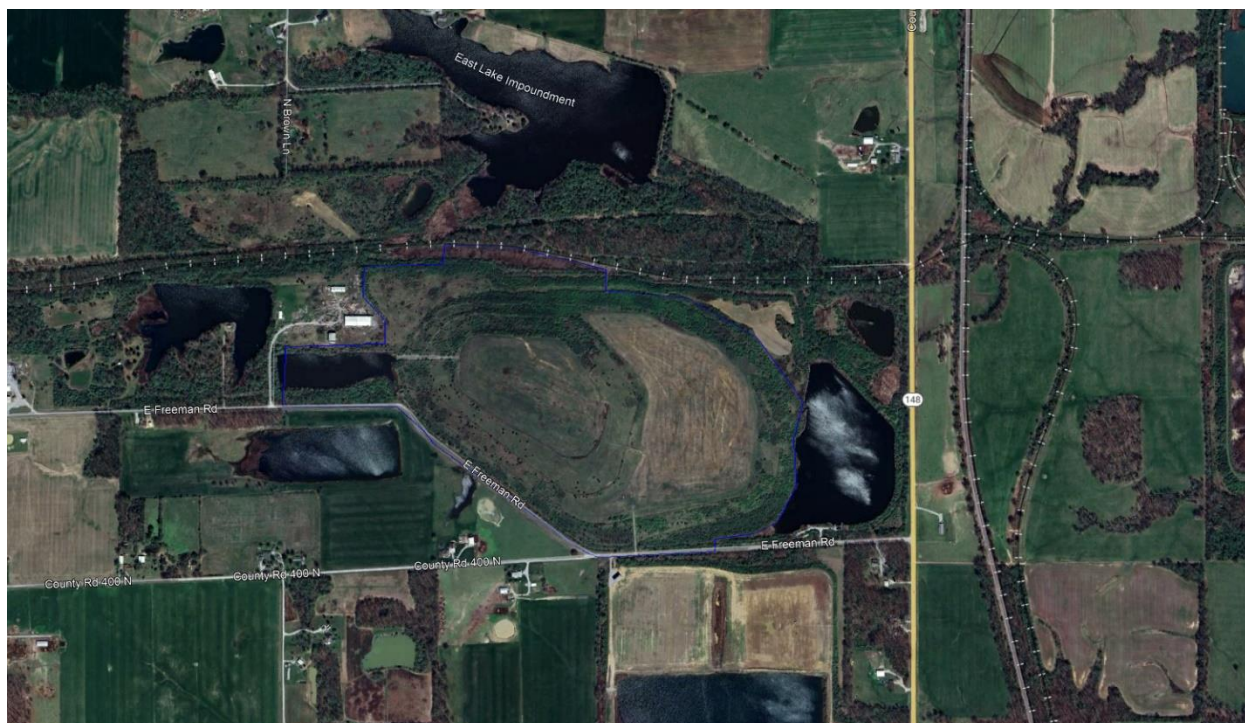
**EXHIBIT A**

**LANDLORD'S PROPERTY**

**160.15 Acres located in the Bald Hill Township, Jefferson County in the State of Illinois  
with Parcel Number 1312300019.**

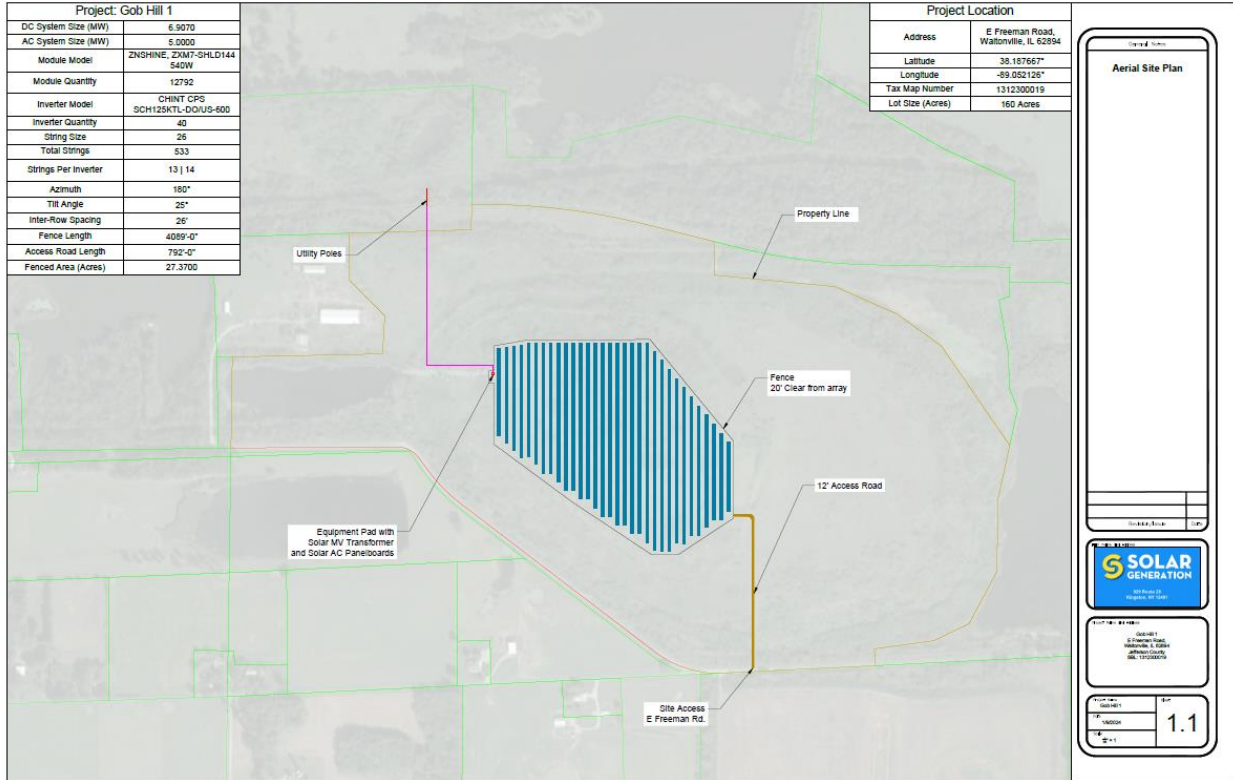
**LEGAL Description**

**IRREG 160.15 AC TR IN S1/2 SEC**



## EXHIBIT B

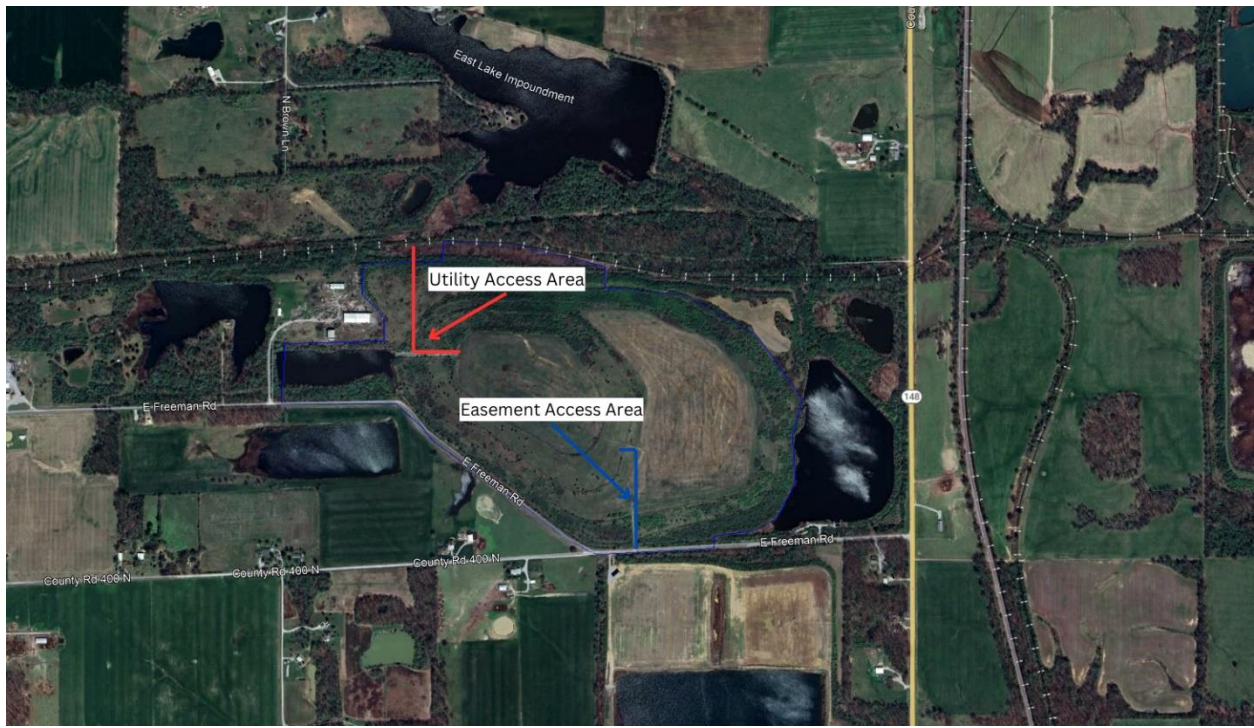
### PREMISES



**EXHIBIT B-1**

**EASEMENTS**

**The Access Area Easement will be from E Freeman Road on the southern side of the Parcel along the passageway marked in blue below. The Utility Line Area Easement will be on the northwest side of the Parcel marked in red below.**





**EXHIBIT C**

**PERMITTED ENCUMBRANCES**

**EXHIBIT D**

**FORM OF MEMORANDUM OF LEASE**