

CITY OF NOKOMIS, ILLINOIS

ORDINANCE NO. 2122

AN ORDINANCE TO AUTHORIZE EXECUTION OF A LEASE

**ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF NOKOMIS, ILLINOIS
THIS 13TH DAY OF MAY, 2024**

Published in pamphlet form by the authority of the City Council of the City of
Nokomis, Montgomery County, Illinois, this 13th day of May, 2024.

CITY OF NOKOMIS, ILLINOIS

Ordinance No. 2122

SOLAR SITE AGREEMENT
AN ORDINANCE TO AUTHORIZE EXECUTION OF A LEASE

WHEREAS, the City of Nokomis, Illinois (the “City”) an Illinois non-home rule municipal corporation pursuant to Article VII, § 8 of the 1970 Illinois Constitution, organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, “[t]he corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities” (65 ILCS 5/1-2-1); and

WHEREAS, the City of Nokomis is the owner of real estate commonly known as 1 Gipson Street in the City of Nokomis, County of Montgomery, Illinois, and which is legally described as follows:

Block One (1) except Lot One (1), Two (2), Three (3), Four (4). Five (5), Six (6), Seven (7). Eight, (8), Nine, (9). Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14); and all of Block Two (2); and all of Block Three (3) except lots eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24). twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), thirty (30), thirty-one (31), and thirty-two (32); and all of Block Four (4); all of said lots and blocks being situated in Miller’s Division of Blocks Five (5), Six (6), seven (7), eighteen (18). nineteen (19), twenty, (20). twenty-one (21), twenty-two (22), and part of Blocks nine (9) and seventeen (17) in Randall and Miller’s Sub-division, in the Town of Nokomis, Montgomery County, Illinois.

Permanent Parcel No.: 08-22-454-012

(hereinafter, the “Premises”); and

WHEREAS, Hawk-Attollo LLC (the “Lessee”) has approached the City and expressed a desire to lease a portion of the Premises from the City; and

WHEREAS, the City Council for the City (the corporate authorities) has presently determined that it is not necessary, appropriate, or in the best interest of the City that the Premises remain vacant and unused; and

WHEREAS, pursuant to Section 5/11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), the City has the power to lease real estate for any term not exceeding 99 years; and

WHEREAS, the City desires to lease a portion of the Premises to Lessee, and Lessee desires to lease a portion of the said the Premises from the City; and

WHEREAS, the corporate authorities have determined that the best interests of the City and its residents will be served by leasing a portion of the Premises to Lessee; and

WHEREAS, a *Solar Facility Site Lease Agreement* has been presented to and is before the City Council for its consideration at which this Ordinance is being adopted, "Exhibit A" of which depicts and more particularly describes that portion of the Premises to be leased by Lessee.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NOKOMIS, MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The above recitals are incorporated herein and made a part hereof.

SECTION 2: A copy of the *Solar Facility Site Lease Agreement* is attached hereto.

SECTION 3: The Mayor, the City Clerk, and the City Attorney are hereby authorized to do all things and take all actions necessary and appropriate in furtherance of this Ordinance.

SECTION 4: The collective term of the lease shall not exceed thirty-two (32) years.

SECTION 5: The size, use, and zoning of the said real estate are as follows:

Size: 5± acres

Use: Municipal/vacant

Zoning: N/A (the City of Nokomis does not have a zoning ordinance)

SECTION 6: The Mayor is further authorized to accept and consent to the recordation of a Memorandum of such lease agreement and to execute all required

documents to effectuate said lease and to take all other actions necessary to complete acceptance of said lease, and the City Clerk is authorized to attest to same.

SECTION 7: The City Clerk is hereby authorized, upon the Mayor’s direction, to certify a copy of this Ordinance and record it with the Recorder of Deeds of Montgomery County, Illinois.

SECTION 8: All ordinances, resolutions, motions, or parts thereof in conflict with this Ordinance are hereby superseded.

SECTION 9: This Ordinance shall be in full force and effect from and after its passage *following a vote of at least 3/4 of the corporate authorities now holding office* and its passage, approval, and publication as provided by law.

SECTION 10: The City Clerk shall publish this Ordinance in pamphlet form.

Adopted this 13th day of May, 2024, by roll call votes as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Present</u>
Commissioner Arkebauer	X			X
Commissioner Morris			X	
Commissioner Glenn	X			X
Commissioner Stauder	X			X
Mayor Goldsmith	X			X

APPROVED by the Mayor of the City of Nokomis, Illinois this 13th day of May, 2024.

ATTEST:

Rachel Cassidy
CITY CLERK

Raylan Goldsmith
MAYOR

STATE OF ILLINOIS)
COUNTY OF MONTGOMERY) SS.
CITY OF NOKOMIS)

CERTIFICATE

I certify that I am the duly appointed and acting City Clerk of the City of Nokomis, Montgomery County, Illinois, and, as such, am the keeper of records and seal thereof; that the foregoing is a true, complete, and correct copy of Ordinance No. 2122 of said City; that said Ordinance, which is

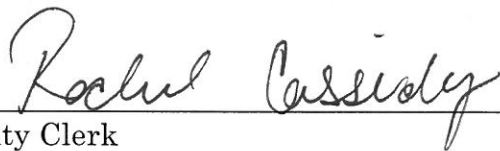
**SOLAR SITE AGREEMENT
AN ORDINANCE TO AUTHORIZE EXECUTION OF A LEASE**

was passed by the City Council of the City of Nokomis, Montgomery County, Illinois, by yea and nay vote on the 13th day of May, 2024; that said Ordinance was approved by the Mayor on the 13th day of May, 2024; and that said Ordinance was then deposited in the office of the City Clerk of said City and filed therein; and that the same was recorded in the Record of Ordinances of said City.

I further certify said Ordinance provided by its terms that it should be published in pamphlet form; that the pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof, was prepared; that a copy of such Ordinance was posted in the Nokomis City Hall, commencing on the 13th day of May, 2024, to continue for at least ten (10) days thereafter; and that copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

DATED at Nokomis, Illinois, this 13th day of May, 2024.

(SEAL)



City Clerk

SOLAR FACILITY SITE LEASE AGREEMENT

This Solar Facility Site Lease Agreement (the “**Lease**” or “**Agreement**”), dated as of this _____ day of _____, 2024 (the “**Effective Date**”), is entered into by and between **Hawk-Attollo LLC**, an Illinois limited liability company (“**Lessee**”), and **City of Nokomis, IL**, an Illinois Municipality (“**Lessor**”). Each of Lessee and Lessor is referred to herein as a “**Party**” and collectively they are referred to as the “**Parties**”.

A. GENERAL TERMS

A.1. Purpose of the Lease. The purpose of this Lease is to lease land (as further defined herein and more fully described in Exhibit A) to allow Lessee to develop, construct, own, operate and maintain a solar photovoltaic energy facility of up to 1.5 MWs, or the maximum allowed by law, whichever amount is less, (the “**Facility**” or “**Intended Use**”). Lessee requires access to certain property owned or leased by Lessor as identified in Exhibit A; and Lessor agrees to lease a portion of land (the “**Premises**”) described herein and within the substance of Exhibit A to Lessee on the terms and conditions hereinafter set forth within the substance of this Lease.

A.2. Facility Development, Construction, Ownership, Operation and Maintenance. Lessor consents to the development, construction, ownership, operation and maintenance of the Facility and any component thereof by Lessee, its Affiliates and any employees, agents, representatives, subcontractors or other designees of any of the foregoing and any local electric utility personnel, on the Premises, including solar panels, mounting substrates or supports, wiring and connections, energy storage devices, power inverters, service equipment, metering equipment, utility interconnections and any other equipment or facilities related thereto (the “**Permitted Uses**”).

A.3. Rent. During the term of this Lease, Lessee shall pay Lessor rent as compensation in full for the rights with respect to the Premises, and such other rights, as set forth in this Lease. Lessee shall pay Rent to Lessor by check or wire transfer, unless the Parties agree otherwise, according to the following schedule:

A.3.1. Diligence Period.

A.3.1.1. Initial Diligence Period. Lessee shall pay Lessor Five Hundred Dollars (\$500) upon the Effective Date of this Agreement for the Initial Due Diligence Period, as provided herein.

A.3.1.2. Extended Diligence Period. Lessee shall pay Lessor Five Hundred Dollars (\$500) if Lessee exercises the Extended Diligence Period, as provided herein.

A.3.2. Development Period Rent. The Development Period Rent shall be paid monthly at a rate of \$100 per acre per month paid in monthly installments on the 15th of each month during the development period as provided in Section A.6.

A.3.3. Annual Operating Rent. The Annual Operating Rent (the “**Rent**”) for the full thirty (30) year period (the “**Term**”) shall be paid in a yearly lump sum within thirty (30) days of the Operating Rent Commencement Date, as provided herein, and on the anniversary of the Operating Rent Commencement Date each year thereafter, assuming an annual amount equal to \$15,000, escalating at a rate of 1.7% per year starting in the second year and continuing through the remainder of the Term. Such amount represents the full financial lease obligation from the Lessee to Lessor, except as provided herein.

A.3.4. The Operating Rent Commencement Date shall be the first day of the first full month during which the facility begins to generate electric power for delivery to the distribution grid or on the day after the last day of the Development Period, whichever date occurs first.

A.4. Leased Premises.

A.4.1. The “**Premises**” as used herein shall be an area comprised of five (5) acres together with all improvements and fixtures located thereon and all other appurtenances, tenements, hereditaments, rights and easements, including the easements as further described in Section A.12 below pertaining thereto. The parties acknowledge and agree that the proposed location of the area of the Land that will include the Premises is as set forth on Exhibit A attached hereto, including the net

acreage (the “**Acreage**”). During the Diligence Period (as defined in Section A.5 below), Lessee shall assess the Land and coordinate with the Lessor to determine the exact boundaries of the Premises (the “**Lease Boundary Line**”). Lessee shall pay all costs, if any, incurred associated with surveying and describing the agreed upon bounds of the Premises. The Lease shall automatically terminate in the event Lessor and Lessee fail to reach an agreement concerning the location of the Premises prior to the expiration of the Diligence Period.

A.4.2. The array will maintain a minimum setback of underground water lines of 15’. The array will also maintain a minimum setback of 100’ from the existing city building structures and a 50’ setback from boundary lines and public right of ways. The array will be fenced on all 4 sides with full 24 hour access provided to the city in case of an emergency. This will be provided in the form of access to the H-A lock or the ability to utilize a city provided lock

A.5. Diligence Period. The Initial Due Diligence Period shall commence on the Effective Date , shall terminate on the earliest to occur of (a) twelve (12) month from the Effective Date or (B) the Construction Commencement Date, and shall be governed pursuant to the following terms:

A.5.1. Lessee may elect, in its sole discretion, to extend the Initial Due Diligence Period up to one (1) additional twelve (12) month period by providing written notice to Lessor and paying to Lessor the applicable Extended Diligence Period Fee (as described in Section A.3.1.2.) prior to the expiration of the Initial Due Diligence Period. If Lessee does not elect to exercise an Extended Due Diligence Period, the applicable Extended Diligence Period shall not be payable to Lessor. The Initial Due Diligence Period and the Extended Diligence Period, if exercised, shall be collectively referred to as the “**Diligence Period**.”

A.5.2. During the Diligence Period, Lessee (and its employees, agents, representatives, consultants, contractors and affiliates) shall have the right to (i) access the Land, including using appropriate vehicles over existing roads and pathways, at reasonable times and upon reasonable notice to Lessor, for purposes of conducting (at Lessee’s expense) any and all investigations or testing of the Land as Lessee may deem necessary, appropriate or convenient, including without limitation, the surveying or investigation of environmental, soils, biological, cultural, historical, boundary or geotechnical matters, determining the feasibility of solar energy conversion, including studies of insolation and other meteorological data, (ii) install, maintain and/or relocate any related equipment, and (iii) negotiate and obtain necessary land-use and System entitlements (e.g., conditional use permits, interconnection agreements and power purchase agreements). Lessor agrees to support and assist Lessee in conducting its due diligence, including cooperating with zoning and any conditional use (or related) permit queries to the County, and Lessor shall use its commercially reasonable efforts to prevent any rezoning leading to the increase of property taxes on the Land, including the Premises, unless otherwise requested in writing by Lessee. Lessee is hereby authorized to undertake direct discussions and/or negotiations with any governmental entity or other agency, body or organization that has jurisdiction over the Land (including, without limitation, any city, county, state or federal agency) in regards to the Land and the Intended Use and record any easement for an existing condition; provided that no final zoning change with respect to the Land shall be obtained without Lessor’s prior written consent.

A.5.3. Notwithstanding the terms of Section D.1 below, Lessee shall indemnify and hold Lessor harmless from and against, and reimburse Lessor for, any and all documented out-of-pocket costs and expenses relating to claims, losses or damages incurred by Lessor and arising out of Lessee’s activities on the Land during the Diligence Period, including any Crop Compensation as set forth in Section A.9 below. To the extent not otherwise repaired by Lessor and reimbursed by Lessee pursuant to the prior sentence, Lessee shall promptly repair, at Lessee’s cost, any damage caused to the Land or Lessor’s improvements thereon resulting directly from Lessee’s activities on the Land prior to expiration of the Diligence Period. The obligations of Lessee described in this Section A.5.3 shall survive expiration or termination of this Lease.

- A.5.4. Lessor acknowledges that Lessee may obtain, at Lessee's expense, a title insurance policy insuring Lessee's leasehold interest in the Premises. Lessor agrees to reasonably assist Lessee in obtaining such title policy by supplying any information reasonably requested by the title insurance company in connection with issuing such title policy.
- A.5.5. During the Diligence Period, Lessee may (in its sole discretion) terminate the Lease, for any reason or no reason, exercisable upon written notice from Lessee to Lessor of its election to terminate delivered on or before the expiration of the Diligence Period (as may be extended pursuant to Section A.5.1 above), in which event Lessor and Lessee shall have no further rights or obligations under this Lease, including any obligation of Lessee to pay Rent, except as otherwise expressly provided in this Lease, including Sections A.5.3, D, C and K hereunder.
- A.6. Lease Term. The Development Period shall commence on the date that Lessee begins construction of the System on the Premises as confirmed by written notice from Lessee to Lessor (the "**Construction Commencement Date**") and, to the extent not earlier terminated or modified pursuant to the terms hereof, shall continue for a period of no longer than eighteen (18) months following the Construction Commencement Date unless construction is delayed or suspended due to an event of force majeure as set forth in Section E.2 below, in which case this deadline shall be extended for the length of such force majeure event (the "**Construction Term Outside Date**"). The Term shall commence at the end of the Construction Term, following the earlier to occur of (i) the Construction Term Outside Date and (ii) the first full month in which the facility begins to generate electric power for delivery to the electric grid (the "Commercial Operation Date"), in each case, as confirmed by written notice from Lessee to Lessor, and continue for the entire Term unless modified or earlier terminated pursuant to the terms hereof. If the Term does not commence on the first day of a month, then the Term shall not end until the last day of the last month of the Initial Term.
- A.7. Rent Commencement.
- A.7.1. Lessor shall furnish Lessee with a signed, completed form W-9 within ten (10) days following the Effective Date and thereafter within ten (10) days of any event causing a change in any of the information set forth in the previously-delivered W-9, including any transfer or assignment of the Lessor's interest in the Lease.
- A.8. Rent: Late Payment.
- A.8.1. Any rental payment more than ten (10) days in arrears shall bear interest at the rate of five (5) percent per annum.
- A.9. Crops.
- A.9.1. Prior to the Rent Commencement Date, Lessor may plant farm crops (or enter into any lease for the planting of farm crops) on the Premises so long as any such activities do not interfere with or impede Lessee's due diligence activities or the Intended Use. If Lessee notifies Lessor in writing by September 15th of any calendar year within the Diligence Period that it plans to start construction during the immediately following year, Lessor agrees not to plant, permit or enter into any lease for the planting of, farm crops that are intended to be grown and harvested in such subsequent year. Notwithstanding the foregoing, in the event that Lessee does not provide such notice by September 15th, but thereafter determines it is reasonably necessary for Lessee to commence construction of the System during the immediately following year then Lessee may, in its sole discretion, elect to remove crops planted on the Premises upon fifteen (15) days' prior written notice to Lessor; provided that Lessee pays Lessor the applicable Crop Compensation as set forth below. For the avoidance of doubt, the parties agree that Lessee's failure to provide notice of its intent to start construction by September 15th of the preceding year will not constitute a Default hereunder. Further, notwithstanding the foregoing, if the Lessee notifies Lessor in writing of Lessee's intent to begin construction, as outlined above, and Lessor acts in reliance on the same by not planting, Lessee shall be liable to Lessor for any losses sustained by Lessor, including loss of profits, in the event Lessor fails to begin construction in said year.

A.9.2. Lessee will reimburse Lessor for all damage to cultivated crops on the Land caused by Lessee's activities thereon ("**Crop Compensation**") as follows. Crop Compensation shall be equal to the per-acre fair value of the crops for the growing season in which such damage occurs multiplied by the number of damaged acres (or portion thereof); provided, however, that in no case shall Lessee be required to pay more than a single, total crop loss in any one crop year on the Land. The parties shall attempt in good faith to agree upon (i) the fair value of the crops, (ii) the extent of the damage and (iii) the acreage affected. If the parties cannot agree on any or all of the foregoing, the parties shall have the dispute determined by an impartial third party such as a crop insurance adjuster or extension agent chosen by mutual agreement of the parties. The costs associated with any such impartial third party shall be shared equally by the parties. Payment of any Crop Compensation shall be made within thirty (30) days after the parties have reached agreement (or after the impartial third party has made its final determination).

A.9.3. Even if farm crops are planted on the Premises prior to the Rent Commencement Date, Lessee shall nevertheless, subject to the provisions of Section A.5 of this Lease, have the right to enter onto the Land to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections, actions and analyses on the Land as Lessee deems necessary, useful or appropriate. Lessee will assume any and all risks associated with its or any of its contractors work on the property and will not hold the Lessor liable for any injuries or damages directly caused by Lessee or its contractors, including in respect of any crops as set forth above.

A.10. Use and Occupancy. Lessee shall use the Premises for the Intended Use (including all lawful uses that are incidental to, or not inconsistent with the Intended Use) and for no other purpose. Lessee shall at all times comply in all material respects with all laws, rules and ordinances applicable to the Premises and to Lessee's activities on the Land.

A.11. Removal of Facility at End of Term. Upon the Termination Date, Lessee shall, within one-hundred and eighty (180) days following the end of the Term (the "**Decommissioning Period**"), and at Lessee's sole cost and expense, be required to decommission, deconstruct, dismantle and remove the Facility from the Premises and return land to its previous state. During such Decommissioning Period, Lessee, its Affiliates and any employees, agents, representatives, contractors, subcontractors and other designees of any of the foregoing and any local electric utility personnel shall continue to have access to the Premises and the Facility as otherwise provided in this Lease. Lessee shall, at the time of Building Permit Application and prior to the commencement of construction, provide a decommissioning Bond in the amount determined to be adequate to decommission the site prior to the start of construction for the purpose of insuring the decommissioning process. In addition to the foregoing, Lessee shall comply with the requirements of any governmental agency respecting the decommissioning and reclamation obligations for the Premises, if any (including, without limitation, the posting of any letter of credit, escrow or reserve account, performance bond, guaranty or other security backing Lessee's decommissioning and reclamation obligations). If required by any governmental authority, Lessee shall pay any fees and expenses imposed, charged or incurred during the Decommissioning Period, or related to the decommissioning of the project, by any governmental authority in connection with the decommissioning and reclamation of the Premises. If Lessee fails to vacate the Premises in accordance with this Section A.11 any such holdover shall be construed as a tenancy from month-to-month. The provisions of this Section A.11 shall survive termination of this Lease. Lessee shall provide proof to Lessor each year that the Decommissioning Bond is still in force.

A.12. Easement: Access to Premises.

A.12.1. Lessor shall provide Lessee with an easement allowing access to the Premises as reasonably necessary to allow Lessee to develop, construct, own, operate and maintain the Facility as contemplated herein, including ingress and egress rights to the Premises for Lessee, its Affiliates and any employees, agents, representatives, subcontractors, lenders, investors, potential lenders or potential investors, regulators and other designees of any of the foregoing and any local electric utility personnel, and access to the Facility to interconnect the Facility with the local electrical grid. Lessor grants Lessee all ingress and egress rights of way to the premises as necessary for the

design, construction, operation and maintenance of the Facility during the Term of the Lease. Lessor shall provide such space on the Premises and access as is reasonably requested by Lessee for laydown, for the temporary storage and staging of tools, materials, parts, supplies and equipment, for rigging and material handling, for the parking of vehicles and temporary trailers and facilities as reasonably necessary or convenient for the development, construction, ownership, operation, and maintenance of the Facility. All foregoing easements shall be (i) clearly identified at the time the Lease Boundary Line is finally determined or (ii) otherwise reasonably acceptable to Lessor; provided that, in each case, any such area will be part of the Premises and subject to same per Acre rental charge as the remaining Premises to the extent any such additional easement rights would prevent farming on the Premises, and Exhibit A will be updated accordingly. Lessee shall pay all costs associated with preparing the easement including, but not limited to, the cost of any survey.

A.12.2. Lessee shall be responsible, at its sole expense, for all maintenance of said easement and premises, including all mowing.

A.13. Facility and Output Ownership. Lessor acknowledges and agrees that (i) Lessee or one of its Affiliates is and shall be the exclusive owner and operator of the Facility; (ii) all permits, approvals, interconnection agreements, equipment, warranties, guarantees, service agreements, facilities and other contracts comprising the Facility shall remain the personal property of Lessee and shall not become fixtures, notwithstanding the manner in which the Facility is or may be mounted on, adhered to or attached to the Premises or structures, buildings and fixtures on the Premises; and (iii) Lessor shall have no right, title or interest in any Facility or any component thereof, notwithstanding that any such Facility may be mounted on, adhered to, or attached to the Premises or structures, buildings and fixtures on the Premises, except as otherwise provided herein. As between Lessor and Lessee, Lessor acknowledges that Lessee or one of its Affiliates is and shall be the exclusive owner of all Energy output of the Facility, of all Environmental Attributes related to the Facility and of any other tax or financial incentives related to the Facility.

A.14. Insurance. Lessee's liability insurance shall be purchased and maintained by the Lessee to protect it from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Lessee's operation under this Agreement. The insurance shall be written for not less than \$2,000,000 each occurrence and \$5,000,000 aggregate for bodily injury, and \$2,000,000 each occurrence, \$5,000,000 aggregate for property damage. Lessee shall provide proof of said insurance at Lessor's request further, Lessee shall name Lessor as additional insured to said policy.

A.15. Taxes.

A.15.1. Lessor shall provide Lessee with copies of all invoices, bills and notices applicable to each tax year or part thereof that falls within the Diligence Period or the Term (collectively, "Tax Bills") regarding all real estate and *ad valorem* taxes and assessments levied or imposed against the Land (including the Premises) by any applicable government taxing authority (collectively, "Taxes"). Lessor shall pay all taxes, except as otherwise provided in this Section A.15.1. For avoidance of doubt, Lessee shall pay any personal and real property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Lessee's occupancy and use of the Premises (or any portion or component thereof). For purposes of this paragraph, any increase in property taxes shall be presumed to have resulted directly and solely from the presence of Lessee's Property on the Premises, and any real property tax imposed as a result of the installation and/or operation of Lessee's Property on the Premises will be promptly paid by Lessee; provided that Lessee's aforementioned obligation to pay Taxes shall not include any Taxes attributable to any period prior to the start of the Term or any interest or penalties thereon or to any increases in Taxes due to reassessment upon a transfer of any interest in the Land by Lessor.

A.15.2. Lessee shall have the right, at its own expense, to appeal or contest any such Taxes it could be responsible to pay under this Lease and to compromise and settle the same. Upon Lessee's reasonable request, Lessor shall take such reasonable actions and do such things as necessary or desirable to facilitate any action by Lessee to contest any Tax Bill or the assessed value of the property on which Taxes are levied, or to otherwise seek the abatement of Taxes applicable to the Land, including the Premises, or to seek the subdivision or separate assessment of the Premises as a distinct tax parcel if the Premises are included within a larger parcel. Lessee shall have the right, but not the obligation to pursue any such action.

B. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR

B.1. Power and Authorization. Lessor represents and warrants that it has all requisite power and authority to enter into this Lease and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease.

B.2. No Conflict. Lessor represents and warrants that the execution, delivery and performance by it of this Lease does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.

B.3. Binding Obligation. Lessor represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

B.4. Lessor's Title to Premises. Lessor represents, warrants and covenants that Lessor has lawful title to (or a valid leasehold interest in) the Premises and that Lessee shall have quiet and peaceful possession of the Premises in accordance with this Lease, free from any claim of any Person of superior title thereto, without hindrance to or interference with Lessee's quiet enjoyment thereof, throughout the Term of this Lease. Except in the case of a farm Lease during the Diligence Period, Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Premises unless Lessor shall have given Lessee at least fifteen (15) days' prior written notice thereof, which notice shall identify the transferee, the Premises to be so transferred and the proposed date of transfer. Lessor agrees that this Lease shall run with the Premises and survive any such transfer of any of the Premises. In furtherance of the foregoing, Lessor agrees that it shall cause any purchaser, lessee, assignee, mortgagee, pledge or party to whom a lien has been granted to execute and deliver to Lessee a document in form and substance satisfactory to Lessee, pursuant to which such party (i) acknowledges and consents to the Lessee's rights in the Premises as set forth herein, including an acknowledgement by the transferee that it has no interest in the Facility, the Energy output, the Environmental Attributes or any other tax or financial incentive relating thereto, and shall not gain any interest in any of the foregoing by virtue of the Lessor's transfer; and (ii) expressly subordinates any lien it may have in and to any of the foregoing to Lessee's rights and interests hereunder.

B.5. No Interference With and Protection of the Facility. Lessor will not conduct activities on, in, under, over or about the Premises, the Facility or any portion thereof that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility. To the extent practicable, Lessor shall permit Lessee to maintain reasonable and appropriate security measures on the Premises to prevent Lessor's employees, invitees, agents and representatives, any third parties or animals, from having access to the Premises or the Facility, except for emergencies and to prevent any theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility.

B.6. Insolation. Lessor acknowledges and agrees that access to sunlight ("insolation") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering

into this Lease. Accordingly, Lessor shall not permit any interference with insulation on and at the Premises or any other real property owned by, leased to or from, or otherwise controlled by Lessor that may reasonably be considered to adversely affect the Facility. In the Event of any obstruction that interferes with insulation is proposed to be erected or installed on the Land, other than the Premises, Lessor shall promptly deliver to Lessee copies of any notice relating thereto received by Lessor, and Lessee shall have the right to intervene or to direct Lessor to intervene in any proceeding and to contest the installation or erection of such obstruction. In the event such obstruction is installed, (a) Lessee shall have the right to remove the Facility from the Premises and (b) Lessor shall be liable for damages in accordance with Section H. However, the maintenance of the property upon which the equipment is located including the control of the growth of foliage is the responsibility of the Lessee.

B.7. Hazardous Materials. To the best of Lessor's knowledge, there are no hazardous, toxic or dangerous substances, chemicals, materials or wastes present on, in, under or over the Premises in violation of any Applicable Law or that might otherwise impair Lessee's ability to utilize the Premises as contemplated by this Lease. Lessor shall not introduce or use any hazardous, toxic or dangerous substances, chemicals, materials or wastes on, in, under or over the Premises in violation of any Applicable Law. If Lessor becomes aware of any hazardous, toxic or dangerous substances, chemicals, materials or wastes present on, in, under or over the Premises, Lessor shall promptly notify Lessee of the type and location of such substances, chemicals, materials or wastes in writing. Lessor agrees to assume full responsibility for (and shall protect, indemnify, defend and hold harmless Lessee and its Indemnitees against, any loss, costs, damages, liability or cleanup obligations arising out of (i) any pre-existing conditions caused as a result of Hazardous Materials on, in, under or over the Premises; and (ii) any loss, costs, damages, liability or cleanup obligations arising as a result of actions or inactions on the part of Lessor on or after the date hereof. Notwithstanding the foregoing, the indemnification by Lessor set forth herein shall not apply in instances where the loss, costs, damages, liability or cleanup arises as a result of actions of Lessee or those acting for or on behalf of Lessee.

C. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

C.1. Powers: Authorization. Lessee represents and warrants that it has all requisite power and authority to enter into this Lease, and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease.

C.2. No Conflict. Lessee represents and warrants that the execution, delivery and performance by it of this Lease does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.

C.3. Binding Obligation. Lessee represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

C.4. Hazardous Materials. Lessee shall not introduce or use any hazardous, toxic or dangerous materials on, in, under or over the Premises in violation of any Applicable Law. If Lessee becomes aware of any such hazardous, toxic or dangerous materials on, in, under or over the Premises, Lessee shall promptly notify Lessor of the type and location of such materials in writing. Lessee agrees to assume full responsibility for (and shall protect, indemnify and defend Lessor Indemnitees against) any liability or cleanup obligations for any hazardous, toxic or dangerous materials on, in, under or over the Premises in violation of any Applicable Law that are directly caused by the actions of Lessee or those acting for or on behalf of Lessee.

D. LIABILITY AND INDEMNITY

D.1. Lessee Indemnity. Lessee shall indemnify, defend and hold harmless, Lessor, its Affiliates, and any officers, shareholders, members, agents and employees of any of the foregoing (the "**Lessor Indemnitees**") from and against any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including

employees and invitees of Lessor, and damage or destruction of property, including property of Lessor, any utility company or Lessor, arising out of (i) the negligence, gross negligence or willful misconduct of Lessee, its Affiliates or any employees, agents, representatives, contractors or subcontractors of any of Lessee or its Affiliates; or (ii) the material breach by Lessee of any of its covenants, obligations, representations or warranties under this Lease. The obligation to indemnify shall extend to and encompass all reasonable costs incurred by any Lessor Indemnitee in defending such claims, demands, lawsuits or actions, including reasonable attorney, witness and expert witness fees, and any other litigation related expenses. Lessee's obligations pursuant to this Section D.1 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of any Lessor Indemnitee or the acts of third parties. Lessee shall pay any cost that may be incurred by any Lessor Indemnitee in enforcing this indemnity, including reasonable attorneys' fees.

D.2. Lessor Indemnity. Lessor shall indemnify, defend and hold harmless Lessee, its Affiliates, and any officers, agents and employees of any of the foregoing (the "**Lessee Indemnitees**") from and against any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including employees of Lessee, and damage or destruction of property, including property of Lessee, any utility company or Lessee, arising out of (i) the negligence, gross negligence or willful misconduct of Lessor, its Affiliates or any employees, agents, representatives, contractors or subcontractors of any of Lessor or its Affiliates; or (ii) the material breach by Lessor of any of its covenants, obligations, representations or warranties under this Lease. The obligation to indemnify shall extend to and encompass all reasonable costs incurred by any Lessee Indemnitee in defending such claims, demands, lawsuits or actions, including reasonable attorney, witness and expert witness fees, and any other litigation related expenses. Lessor's obligations pursuant to this clause shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of any Lessee Indemnitee or the acts of third parties. Lessor shall pay any cost that may be incurred by any Lessee Indemnitee in enforcing this indemnity, including reasonable attorneys' fees.

D.3. No Consequential Damages. Neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Lease.

E. CASUALTY OR CONDEMNATION, FORCE MAJEURE

E.1. Casualty; Condemnation. In the event the Premises shall be so damaged or destroyed so as to make the use of the Premises impractical as determined by Lessee, then Lessee may elect to terminate this Lease on not less than twenty (20) days' prior notice to Lessor, effective as of a date specified in such notice. If Lessee does not elect to terminate this Lease pursuant to the previous sentence, Lessor shall exercise commercially reasonable efforts to repair the damage to the Premises and return the Premises to its condition prior to such damage or destruction; provided, however, that, except as otherwise provided in this Lease (including Sections A.10 and D.2), Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the Facility, which replacement or restoration shall be Lessee's responsibility. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by Applicable Law for its respective property interest appropriated as well as any damages suffered thereby.

E.2. Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Lease and such Party (the "**Claiming Party**") gives notice and details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this Lease (other than the obligation to make payments then due, and except as otherwise provided in Section A.10 and D.2). The Claiming Party will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations hereunder; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms

acceptable to such Party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure (other than the obligation to make payments then due or becoming due, and except as otherwise provided in Section A.10 and D.2).

F. ASSIGNMENT

F.1. This Lease, and the rights and restrictions set forth herein, runs with the Land and shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, subject to the following terms and conditions:

F.1.1. Lessor Assignment. Notwithstanding Section B.4, Lessor shall have the right to assign its rights, duties and obligations under this Lease to a third party without the prior written consent of Lessee, so long as such assignment does not adversely impair Lessee's rights in connection with this Lease.

F.1.2. Lessee Assignment. Lessee shall have the right to assign its rights, duties and obligations under this Lease or Lessee's leasehold interest in the Premises, in whole or in part, with Lessor's consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that Lessor's consent shall not be required for any mortgage or collateral assignment for financing purposes or if such Transfer by Lessee is made to an affiliate of Lessee that has experience developing or operating solar projects and that has the financial capability to perform and observe all of Lessee's obligations under this Lease. Lessee shall provide Lessor at least thirty (30) days' prior written notice of any such desired Transfer, including (i) the name and address of the transferee, (ii) applicable portion of Lessee's leasehold interest in the Premises that will be transferred and (iii) the date of such proposed Transfer. If Lessee assigns its entire interest in this Lease in accordance with this Section F.1.2 to a party that expressly assumes in writing all obligations of Lessee under this Lease arising after the effective date of the assignment, Lessee shall be released or discharged from all of its covenants and obligations under this Lease, except such obligations as shall have accrued prior to the effective date of any such assignment or transfer, and Lessor agrees to look solely to Lessee's assignee for performance of such obligations.

G. COOPERATION WITH FINANCING

G.1. Leasehold Mortgage. Lessee, without the approval of Lessor, may grant a leasehold mortgage or grant or assign an interest in its rights and obligations under this Lease to any bona fide lender ("**Lender**"). Lessee shall provide Lessor at least thirty (30) days' prior written notice of granting such interest, including the name of and contact information for any Lender to which Lessee's interest under this Lease has been assigned, and Lessor shall, if so requested by Lessee, provide to any such Lender any notices issued or required to be issued to Lessee pursuant to this Lease.

G.2. Rights of Lender. If Lessee encumbers its interest under this Lease as permitted herein, the following provisions shall apply: (i) Any Lender shall have the right, but not the obligation, to perform any act required to be performed by Lessee under this Lease, provided in any event that such right is subject to the terms and conditions of Lender's leasehold mortgage; (ii) Lessor agrees that no Lender shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Lease on the part of Lessee or shall have any obligation or liability to Lessor with respect to this Lease except to the extent this Lease has been assigned to the Lender, or any Lender has otherwise assumed obligations of Lessee hereunder; provided that Lessor shall nevertheless be entitled to exercise all of its rights hereunder in the event that Lessee and Lender fail to perform Lessee's obligations under this Lease; and (iii) Upon written request from Lessee, Lessor shall execute and deliver such documents as may be reasonably requested by Lessee to consummate any financing or refinancing, and which may provide that Lessor and Lessee recognize the right of such Lender to assume the rights and obligations of Lessee under this Lease upon foreclosure of Lender's security interest; provided, however, that this provision shall not require Lessor to execute any documents or instruments which are

contrary to any applicable legal requirements or which may increase Lessor's risk or obligations under the Agreement.

H. DEFAULTS AND REMEDIES

H.1. Lessee's Default. Each of the following shall be an event of default ("**Event of Default**") hereunder:

H.1.1. If Lessee fails to pay Rent or other payment due under this Lease, and such failure shall continue for a period of thirty (30) days following Lessor's notice of same to Lessee;

H.1.2. If Lessee shall (i) make a general assignment for the benefit of creditors; (ii) commence any proceeding in bankruptcy; (iii) become the subject of a bankruptcy proceeding which is not dismissed within sixty (60) days after its filing; or (iv) be dissolved or otherwise fail to maintain its legal existence;

H.1.3. If Lessee shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within thirty (30) days after Lessee receives notice that any such lien or encumbrance is filed against the Premises;

H.1.4. If Lessee shall fail to substantially comply with any material provision of this Lease, and except as otherwise expressly provided therein, such default shall continue for more than thirty (30) days after, Lessor shall have given Lessee written notice of such default, or such longer period if such default cannot be reasonably cured within such thirty (30) day period, provided that Lessee diligently commences the cure within the thirty (30) day period and pursues such cure to completion; and

H.1.5. If Lessee shall abandon the Facility for more than sixty (60) days or fail to remove the Facility as required at the end of the Lease Term within 180 days. Due to the nature of the Facility, "abandonment" does not refer to lack of physical presence of personnel on the Premises.

H.2. Lease Termination. Upon the occurrence of an Event of Default, Lessor may terminate this Lease by written notice to Lessee sent promptly thereafter. Subject to customary cure periods for any financing parties that may finance all or a portion of the Facilities, such termination shall take effect on the later of (i) the last day of the month in which Lessee receives the notice, or (ii) twenty-one (21) days after Lessee receives the notice.

H.3. Lessor Default Election. Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Lessor may, at its election by written notice to Lessee: (i) terminate this Lease or Lessee's right of possession, but Lessee shall remain liable as hereinafter provided; and (ii) pursue any remedies provided for under this Lease or at law or in equity.

H.4. Termination of Right of Possession. Even though Lessee has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not terminate the Lease (even though it has terminated Lessee's right of possession), and Lessor may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due.

H.5. No Waiver. Lessee and Lessor agree that forbearance or waiver by either party to enforce its rights in connection with any default under this Lease shall not be a waiver of such party's right to enforce its rights in connection with any subsequent default.

I. DISPUTE RESOLUTION

I.1 Jurisdiction and Venue. In the event of a dispute that the Parties are unable to resolve through negotiation, any legal action shall be brought in the circuit court of Montgomery County, State of Illinois, and each Party consents to jurisdiction and venue in said court.

J. MEMORANDUM OF LEASE

J.1. Recordation. This Lease shall not be recorded; provided, however, Lessor and Lessee shall cooperate to execute a Memorandum of Lease ("**Memorandum**"), in recordable form reasonably acceptable to each party here to and complying with applicable law, setting forth: (a) the names of the parties, the term of the Lease, including Lessee's renewal option(s), and the land covered by the Lease, (b) all information required by law, (c) the easement rights granted to Lessee hereunder, and (d) such other provisions of this Lease as the parties may

mutually agree to incorporate therein. Lessee shall cause the Memorandum to be recorded in the County records against the Land and any other property of Lessor (if applicable). Upon termination of the Lease, Lessee shall execute and deliver to Lessor a quit-claim in recordable form acknowledging that the Memorandum is terminated. Lessor will be responsible for the costs of recording such quit-claim. The obligations of Lessee under this Section J.1 shall survive the expiration or any earlier termination of the Lease Term.

K. MISCELLANEOUS

K.1. Notices. All notices shall be made as specified below. All notices will be made in writing except where this Lease expressly provides that notice may be made orally. Notices required to be in writing shall be delivered by hand delivery, overnight delivery, facsimile, or e-mail (with evidence of successful transmission). Notice by facsimile or email will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered.. A Party may change its address by providing notice of the same in accordance with the provisions of this Section. Initial addresses for notice shall be as follows:

Lessor:

City of Nokomis IL
Attn: City Clerk
22 S Cedar St
Nokomis, IL 62075

Lessee:

Hawk-Attollo LLC
801 W. Main Street, Suite A221
Peoria, IL 61606

K.2. Governing Law. This Lease will be governed by the laws of Illinois without giving effect to principles of conflicts of laws that would require the application of the law of another jurisdiction.

K.3. Brokerage Commission. Except as pursuant to a separate agreement between Lessee and Lessee's broker, if any, Lessor and Lessee each represent and warrant to the other that they have not dealt with any real estate agent or broker in connection with this transaction. Lessor and Lessee each hereby indemnify and save the other harmless from and against all losses, costs and expenses incurred by reason of a breach of such representation and warranty.

K.4. Entire Agreement: Amendments. This Lease constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements or understandings, relating to the subject matter hereof. Any amendment, modification or change to this Lease will be ineffective unless in writing and signed by both Parties.

K.5. Severability. If any part, term, or provision of this Lease is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Lease, and shall not render this Lease unenforceable or invalid as a whole.

K.6. No Third Party Beneficiaries. Nothing in this Lease will provide any benefit to any third party or entitle any third party (other than any Lessor Indemnitee or Lessee Indemnitee) to any claim, cause of action, remedy or right of any kind.

K.7. Relationships of Parties. This Lease shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

K.8. Counterparts. This Lease may be executed in counterparts, each of which is an original and all of which together constitute one and the same instrument.

K.9. Further Assurances. The Parties shall do such further acts, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this Lease.

K.10. Construction of Agreement. This Lease and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against both Parties and shall further be construed and interpreted without reference to the identity of the Party preparing this document, it being expressly understood and agreed that the Parties participated equally in the negotiation and preparation of this Lease or have had equal opportunity to do so.

K.11. Estoppel. Either Party shall, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party, execute and deliver a written instrument, certifying to such requesting Party, or any other Person specified by such requesting Party: (i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of such Party there are then existing any defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such Party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; (iii) such other information as may be reasonably requested by a Party hereto. Any written instrument given hereunder may be relied upon by the recipient of such instrument.

K.12. Confidentiality. Each Party that receives information (the "**Receiving Party**") will hold in confidence any information concerning the confidential business information of the other Party (the "**Disclosing Party**") and will not disclose, publish or make use of such information unless (a) the Disclosing Party agrees in writing to the release of such information; (b) the Receiving Party can establish that the information was generally available in the public domain at the time of such disclosure or was developed independently by the Receiving Party; or (c) such information is required by Applicable Law to be disclosed; provided, however, that such disclosure will be made only to the extent required by Applicable Law and only after providing the Disclosing Party with prior written notice. Notwithstanding the foregoing, each Party agrees that the other Party may disclose such information to its officers, directors, employees, agents, representatives, contractors, lenders, and investors, on a "need to know" basis; provided, however, that such officers, directors, employees, agents, representatives, contractors, lenders and investors will be advised of the confidentiality provisions hereof. The obligations of the Parties under this Section will survive for a period of two (2) years from and after the termination of this Lease.

K.13. Attorney's Fees. In the event of any dispute under this Lease, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable and documented costs, charges, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

K.14. Quiet Enjoyment. Lessor covenants that Lessee shall peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term or until it is terminated as in this Lease provided without hindrance by Lessor or by anyone claiming by, through or under Lessor.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be duly executed, under seal, by persons hereunto duly authorized, as of this 13th day of May 2026.

**LESSEE: HAWK-ATTOLLO LLC, an Illinois
limited liability company**

By: _____

LESSOR: City of Nokomis, IL, an Illinois Municipality

By: *Naylor Debnitte*

EXHIBIT A
Description of Premises

Description of Leased area: Lessee proposes to lease the Eastern portion of the Land as outlined below, approximately 5 acres in total to include the parcels listed below. The array will maintain a minimum setback of underground water lines of 15'. The array will also maintain a minimum setback of 100' from the existing city building structures and a 50' setback from boundary lines and public right of ways. The array will be fenced on all 4 sides with full 24 hour access provided to the city in case of an emergency. This will be provided in the form of access to the H-A lock or the ability to utilize a city provided lock

Parcel ID# 08-22-454-012



EXHIBIT B
SCHEDULE OF DEFINITIONS

Definitions. The definitions provided below and elsewhere in this Lease will apply to the defined terms used in this Lease:

“Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“Applicable Law” means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to Renewable Energy Credits,

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, or any other entity of whatever nature.