

ORDINANCE NO. 1071

ORDINANCE APPROVING ESTOPPEL CERTIFICATE REQUESTED BY BAP STILLMAN, L.L.C., AS TENANT, TO THE AMENDED AND RESTATED GROUND LEASE BETWEEN VILLAGE OF STILLMAN VALLEY, ILLINOIS, AS LANDLORD, AND BAP STILLMAN, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS TENANT

WHEREAS, the Village of Stillman Valley, Illinois previously adopted Ordinance 1064 on December 8, 2025, which ordinance approved "*Amended and Restated Ground Lease between Village of Stillman Valley, Illinois, as Landlord, and BAP Stillman, L.L.C., an Illinois limited liability company, as Tenant*" ("Lease"); and

WHEREAS, pursuant to the Lease, Stillman Valley, as landlord, has certain obligations to BAP Stillman, L.L.C., as tenant; and

WHEREAS, pursuant to paragraph (d)(i) of Section 15 of the Lease, Stillman Valley is required to sign an estoppel certificate as may be required by the tenant's "Financing Party"; and

WHEREAS, BAP Stillman, L.L.C. has presented the Village with an Estoppel Certificate for signature by the Village President, which Estoppel Certificate by its terms modifies part of paragraph (c) of Section 17 of the Lease; and

WHEREAS, this ordinance is adopted to authorize the village president to sign the Estoppel Certificate presented by BAP Stillman, L.L.C.

BE IT ORDAINED by the President and Board of Trustees of the Village of Stillman Valley, Illinois, as follows:

Section 1: The Estoppel Certificate as presented, a true and accurate copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved.

Section 2: The Village President is hereby authorized and instructed to execute the Estoppel Certificate presented by BAP Stillman, L.L.C., in substantially the same form as Exhibit A.

Section 3: This Ordinance shall be effective from and after its passage, approval, and publication as provided by law. This Ordinance shall be published in pamphlet form.

PASSED UPON MOTION BY: TRUSTEE LORENZ

MOTION SECONDED BY: TRUSTEE LONG

BY ROLL CALL THIS 13 DAY OF April, 2025, AS FOLLOWS:

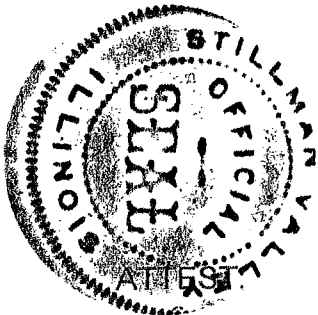
AYES: TRUSTEE RUSSELL, TRUSTEE LORENZ, TRUSTEE MARCH, TRUSTEE WALTER

NAYS: TRUSTEE LONG

ABSTENTION (ABSENT) OTHER: TRUSTEE CONNELL

13 ADOPTED by the Board of Trustees of the Village of Stillman Valley, Illinois this day of April, 2026

APPROVED by the Village President of the Board of Trustees of the Village of Stillman Valley, Illinois this 13 day of April, 2026.



Martin Typer
Martin Typer, President, Board of Trustees
Village of Stillman Valley, Illinois

[Signature]
Yvonne Dewey, Village Clerk

EXHIBIT "A"

ORDINANCE NO. 1071

**ESTOPPEL CERTIFICATE AND AGREEMENT
(GROUND LEASE)**

This Estoppel Certificate and Agreement (this "**Certificate**") is made and given as of _____, 2026, by Village of Stillman Valley, an [Illinois municipal corporation]("**Counterparty**"), in favor of: (i) 1st Source Bank, an Indiana state chartered bank ("**1st Source**"), (ii) [BAP IL I LLC], a Delaware limited liability company (the "**Borrower**") and its co-borrowers, (iii) other lenders, investors and financing parties, as applicable, (iv) First American Title Insurance Company, and (v) each of their respective successors and/or assigns (collectively, the "**Reliance Parties**"), with reference to that certain Amended and Restated Ground Lease dated as of November 10, 2025, by and between Counterparty and BAP Stillman LLC, an Illinois limited liability company ("**Tenant**"), as evidenced by that certain Memorandum of Lease recorded on _____, as Instrument # _____ in the Ogle County Clerk or Records Office in Ogle County, Illinois (collectively, as amended or otherwise modified from time to time, the "**Agreement**"); relating to the approximately 2.74MWdc/1.99 MWac ground mounted solar photovoltaic energy generation facility in Ogle County, Illinois (the "**Project**"), which is or will be located at the real property subject of the Agreement (the "**Property**").

This Certificate is being entered into pursuant to that certain Credit or Financing Agreement, dated as of _____, 2026 (the "**Financing Agreement**"), by and between, inter alia, 1st Source, in its capacities as lender and/or administrative agent for the lenders, collateral agent for certain secured parties, and depositary bank, the Borrower, and the lenders and issuing banks party from time to time thereto. In connection with the Reliance Parties providing the financing contemplated under the Financing Agreement (the "**Transaction**"), the Reliance Parties have required that the Tenant obtain the confirmation and agreement of Counterparty as to certain matters related to the Agreement. All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

Based on the foregoing, and recognizing that the Reliance Parties will rely hereon, Counterparty hereby confirms, certifies, warrants, and represents, to and for the benefit of the Reliance Parties, as follows:

1. The execution, delivery, and performance by Counterparty of the Agreement and this Certificate have been duly authorized by all necessary trust or other action on the part of Counterparty and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made. Counterparty, and the person or persons executing this Certificate on behalf of Counterparty, have the power and authority to execute this Certificate.
2. A copy of the Agreement attached hereto as Exhibit A, incorporated herein by reference, constitutes a true, correct, and complete copy of the Agreement (including, without limitation, all revisions, amendments, restatements, supplements, or modifications thereto), and the Agreement has not been modified, assigned by Counterparty, or amended in any way except as shown on the instrument(s) attached hereto as Exhibit A. Other than the Agreement, there are no other agreements, whether oral or written, between Counterparty and Tenant concerning the Property.
3. The Agreement is in full force and effect and enforceable against Counterparty and its successors and assigns in accordance with its terms and constitutes the entirety of the agreements between Counterparty and Tenant relating to the matters set forth therein. Counterparty hereby ratifies the

COPY

Agreement in its entirety. This Certificate is enforceable against Counterparty and its successors and assigns in accordance with its terms.

4. Counterparty has not delivered or received any notices of default under the Agreement. No party to the Agreement is in default thereunder or has breached the Agreement, and, to the best of Counterparty's knowledge after due inquiry, no facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by any such party under the Agreement. All covenants, conditions and obligations under the Agreement to be performed by Tenant required to be performed on or before the date hereof have been performed in accordance with the Agreement. There exists no dispute between Counterparty and Tenant.
5. All payments of any kind required to be made or due and payable pursuant to the Agreement as of the date hereof, either by or to Counterparty under the Agreement, have been paid in full, and no rent, additional rent, payments or other charges (including, without limitation, as applicable, taxes (including "rollback" taxes, if any)), due and payable through the date of this Certificate remain outstanding.
6. Counterparty has not assigned, conveyed, sold, encumbered, mortgaged, sublet, hypothecated or otherwise transferred its interests, or any portion thereof, in and to the Property or under the Agreement and has not received any notice of any whole or partial assignment by Tenant of its right, title and interest in, to and under the Agreement. The Agreement is not subordinate, and has not been subordinated by Counterparty, to any mortgage, lien or other encumbrance. Counterparty has not assigned, conveyed, transferred, sold, encumbered, or mortgaged its interest in the Agreement or its interest in the Property or otherwise granted any third parties rights thereto. Except as listed below, there are no mortgages, deeds of trust or other security interests encumbering Counterparty's interest in the Property.
7. Counterparty acknowledges that the Lease Area for purposes of rent calculations shall remain 13.42 acres and that the ALTA survey measured the Lease Area acreage at 13.463 +/- acreage.
8. Counterparty acknowledges agreement to the Lease Area description in the attached revised Exhibit B Lease Area description pursuant to the ALTA survey as contemplated in the Agreement.
9. As additional title insurance matters: Counterparty represents to Counterparty's knowledge, the following:
 - (a) Counterparty is the current owner of the Property and has personal knowledge of the Property, the Agreement, and the matters set forth in this Certificate.
 - (b) There are no unpaid bills incurred by the Counterparty for work performed upon or materials delivered to the Property for the construction or improvement of the Property during the past 12 months and there are no contracts for work which has been performed but not yet paid.
 - (c) There are no unrecorded easements or claims of easement and no disputes, discrepancies or encroachments affecting a setback or boundary line of the Property.

- (d) There are no judgements, liens, mortgages, or other claims against the Property, whether recorded or unrecorded except as set forth in the Agreement.
 - (e) No persons are conducting activities on the Property related to the exploration or extraction of oil, gas, coal or other minerals; and to Counterparty's actual knowledge, without duty to inquire, and other than matters of public record, no such activities are contemplated by any party that does not already have a recorded agreement granting it rights to conduct such activities. In addition, Counterparty covenants and agrees that it will not convey such mineral interests to a third party during the Term of the Agreement without reserving the right to use the surface of the Property in connection with the exercise of such mineral interests.
10. All representations made by Counterparty in the Agreement are true and correct in all material respects as of the date hereof.
 11. There are no actions pending against Counterparty under the bankruptcy or any similar laws of the United States or any state. There are no proceedings pending or threatened against or affecting Counterparty in any court or by or before any court, governmental authority, or arbitration board or tribunal which could reasonably be expected to have a material adverse effect on the ability of Counterparty to perform its obligations under the Agreement.
 12. Counterparty has not received notice nor has knowledge of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Counterparty's interest in the Property.
 13. Counterparty has not received notice nor has knowledge that it is in violation of any governmental law or regulation applicable to its interest in the Property including, without limitation, any environmental laws, and Counterparty has no reason to believe that there are grounds for any claim of any such violation.
 14. Counterparty has no option, in whole or in part, to terminate or otherwise modify the terms and conditions of the Agreement other than as specifically provided in the Agreement.
 15. This Certificate shall have the effect of estopping Counterparty and its successors and assigns from making any assertions contrary to the contents hereof and shall serve as a waiver of any claim by the undersigned, to the extent that such claim is based on any assertions contrary to the contents hereof, asserted against any person permitted to rely upon, and who has acted in reliance upon, this Certificate.
 16. Counterparty hereby acknowledges that each Reliance Party is and shall be a "Financing Party" pursuant to the Agreement.
 17. Counterparty acknowledges its obligation to give notice of any Default of Tenant under the Agreement to each Financing Party under the Agreement, whose identity and address for notice has been provided to Counterparty, at the address provided to Counterparty (or at such other address as such Financing Party may from time to time provide), concurrently with delivery of such notice to Tenant. For purposes of this paragraph, notice should be provided to each of the Financing Parties at the following addresses:

1st Source:
1st Source Bank
100 N. Michigan Street, 4th Floor
South Bend, IN 46601
Attention: Ryan Fenstermaker
Email: fenstermakerr@1stsource.com

18. The Reliance Parties will rely on the foregoing representations and agreements made by Counterparty herein in connection with the Reliance Parties' agreement to enter into the Transaction and Counterparty agrees that the Reliance Parties may so rely on such representations and agreements.
19. Notwithstanding any provisions of the Agreement to the contrary, each of the Reliance Parties shall have the right to cure any Default arising under the Agreement during a period commencing with the receipt of the notice of Default by the applicable Reliance Party and, for (i) Defaults attributable to the failure of Tenant to make any payment of base rent, or other amounts due and payable to Counterparty, ending thirty (30) days after expiration of the applicable cure period under the Agreement (the "**Monetary Cure Period**"), and (ii) for other Defaults, ending ninety (90) days after the commencement of the applicable cure period under the Agreement (the "**Non-Monetary Cure Period**"); provided that, if the condition cannot be cured within such time but can be cured within an extended period, each of the Reliance Parties may have up to an additional ninety (90) days to cure (the "**Extended Cure Period**") if any Reliance Party commences to cure the condition within the Non-Monetary Cure Period and diligently pursues the cure thereafter.

The Reliance Parties and their successors and assigns may rely upon the truth and accuracy of the certifications contained herein, and said certifications shall be binding upon Counterparty and its successors and assigns, and inure to the benefit of the Reliance Parties and their successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be duly executed and delivered by its duly authorized officer as of the date set forth above.

COUNTERPARTY:

VILLAGE OF STILLMAN VALLEY

A handwritten signature in black ink, appearing to read "Martin Typer". The signature is written in a cursive style with a large initial "M".

Name: MARTIN TYPER
Title: VILLAGE PRESIDENT

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be duly executed and delivered by its duly authorized officer as of the date set forth above.

TENANT:

BAP STILLMAN LLC

Name: _____
Title: _____

EXHIBIT A

Agreement

[See attached]

AMENDED & RESTATED GROUND LEASE

This Amended and Restated Ground Lease (the "Lease") is made and entered into as of November 10, 2025 (the "Lease Effective Date") by and between the Village of Stillman Valley ("Landlord"), and BAP Stillman LLC, an Illinois limited liability company ("Tenant"), (each a "Party" and together, the "Parties"). This Lease amends, restates and replaces in its entirety the prior Ground Lease between the Landlord and Tenant's affiliate, BAP Power Corporation, now BAP Power LLC by conversion, dba Cenergy Power, dated as of October 12, 2023 ("Original Lease").

WHEREAS, Landlord owns the real property located at its wastewater plant at 501 E. Hales Corner Road, Village of Stillman Valley, Illinois 61084, with a parcel identification number ("PIN") of 11-18-400-003, and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, pursuant to Section 5/11-75-1 of the Illinois Municipal Code, Landlord has authority to lease space around the Village Wastewater Treatment Plant for any term not exceeding 99 years;

WHEREAS, Landlord is willing to lease an approximately 13.42 acre portion of the Property (the "Lease Area", as defined below) to Tenant, and Tenant is willing to lease the Lease Area from Landlord, for a community solar and/or storage project, subject to the terms and conditions hereinafter set forth.

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

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

SECTION 2. LEASE. Notwithstanding the terms of this Lease, Tenant acknowledges that the primary use of the Property is a municipal wastewater treatment facility ("Primary Purpose") and that all Tenant's rights under the Lease stated herein are subordinate to that Primary Purpose. Landlord leases the Lease Area to Tenant as of the Lease Effective Date and Tenant leases the Lease Area from Landlord for the Permitted Uses for the Term. This Lease is for the Lease Area and the Easements (as that term is defined in Section 3), as more specifically described in Exhibit B attached hereto or otherwise described in this Lease, and is provided in order to install operate and maintain the Facility thereon. Subject to the Primary Purpose and the rights of Landlord following an Event of Default by Tenant, Tenant shall have quiet and peaceful possession of the Lease Area and any other rights granted by this Lease for the entire Term without hindrance, interruption, suit, trouble or interference of any kind by Landlord or any other person or entity claiming (whether at law or in equity) by, through or under Landlord.

SECTION 3. EASEMENTS.

(a) Subject to Landlord's approval as to location of easements, which approval shall not be unreasonably withheld, Landlord hereby grants the following easements (the "Easements") to Tenant as of the Lease Effective Date for the following purposes:

(i) A non-exclusive right of pedestrian, vehicular and equipment access to the Facility across or through Landlord's remaining property at all times, which is necessary or convenient for ingress and egress to the Facility and the right to establish, maintain and improve an access road for such purpose, in the location to be depicted on the preliminary site plan (the "Access Road");

(ii) an exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Facility to the Utility electrical distribution system, in the location depicted on the preliminary site plan or in such other location as Landlord and Tenant shall mutually agree prior to the Commercial Operations Date;

(iii) subject to Section 4(c) and excluding existing improvements on the Property, a negative solar easement, upon which Landlord shall not construct buildings or structures, or plant new trees or vegetation of any type, or allow any trees or other vegetation on the Property which now or hereafter, in Tenant's reasonable opinion, may be a hazard to the Facility, overshadow or otherwise block or interfere with sunlight access to the Facility and/or interfere with Tenant's exercise of its rights hereunder. In the case of a violation of this easement which is not promptly remedied by Landlord following written notice to Landlord of such violation, Tenant may (but shall not be obligated to) remove, at Landlord's cost upon written demand by Tenant, any vegetation, buildings or other structures which violate this easement; and

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

(v) A non-exclusive easement for maintenance, repair and/or replacement of the existing fence that surrounds the Village Wastewater Treatment Plant and shares a common boundary with the Lease Area consisting of an easement area approximately 15 feet in width on both sides of the existing fence.

(b) Landlord's grant of Easements in Sections (3)(a)(i) through (3)(a)(iii) and (v) shall commence on the Lease Effective Date and continue throughout the Term and any extensions of the Term, and for the time necessary and convenient to perform the Decommissioning Obligations, if such obligations extend beyond the Term. Landlord's grant of the Easement in Section (3)(a)(iv) shall commence on the Lease Effective Date and shall continue through the Development and Construction Period, during the Operations Period if Tenant is performing activities associated with expanding, modifying or repairing the Facility for the time associated with those activities, and for the time necessary and convenient to perform the Decommissioning Obligations.

(c) If required by the Utility, Landlord shall grant to the Utility an exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect each unit of the Facility to the Utility electrical distribution system, the location of which the Utility will determine before the Commercial Operations Date. Landlord's grant under this Section 3(c) shall commence on its effective date and continue through the Term and any extensions of the Term, unless otherwise required by the Utility.

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

(e) At Tenant's request, Landlord shall timely execute and deliver such agreements as shall be reasonably necessary to evidence and insure the Easements granted by Landlord under this Section 3. All such agreements shall be in form and content reasonably agreeable to Landlord and Tenant.

SECTION 4. LEASE TERM; EARLY TERMINATION, DECOMMISSIONING SURETY.

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

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

- (A) Delivery by Tenant of notice of termination of this Lease in accordance with Section 4(b);
- (B) June 30, 2027; and
- (C) The day immediately preceding the Commercial Operation Date.

Termination of this Lease in accordance with this Section 4(a)(i) shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination, except for those obligations which are expressly stated herein to survive the expiration or earlier termination of this Lease.

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

(iii) Decommissioning Period. The Decommissioning Period shall begin when the Operations Period and any extensions thereto expire, and shall continue for a period of 180 days, whereupon this Lease shall expire and shall be of no further force and effect, except that such termination shall not release or modify any of the obligations of the Parties arising prior to such termination.

The Tenant shall post surety through bond or irrevocable letter of credit with a bank located in Ogle County, Illinois, the amount of which shall be sufficient to decommission the premises. The surety bond or irrevocable letter of credit shall be reviewed by the parties every four (4) years and increased by the cumulative CPI as determined by the Illinois Department of Labor for that period.

(b) At any time during the Development and Construction Period, including any extensions thereof, Tenant may, in its sole discretion, terminate this Lease upon 30-days' written notice to Landlord (the thirtieth day after delivery of the notice shall be the effective date of the termination). Tenant shall execute and deliver to Landlord any amendments to the Memorandum of Lease and/or other documents reasonably necessary to evidence terminating this Lease. Termination of this Lease in accordance with this Section 4(b) shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination, except for those obligations which are expressly stated herein to survive the expiration or earlier termination of this Lease.

SECTION 5. TENANT'S USE OF THE PROPERTY; DECOMMISSIONING OBLIGATIONS. Tenant may use the Lease Area and Easements for the Permitted Uses, subject to limitations set forth below:

(a) Development and Construction Period. During the Development and Construction Period, Tenant may use the Lease Area for development work and tests, project permitting and interconnection, and other activities associated with constructing the Facility. Tenant's ability to use the Property is contingent upon obtaining all certificates, permits, licenses and other approvals that may be required by Governmental Authorities ("Permits") to construct, operate and maintain the Facility and the Access Road. Landlord shall reasonably cooperate with Tenant, at no cost to Landlord, in its effort to obtain such Permits, including signing documents required to file applications with the appropriate zoning authority and other Governmental Authorities for the proper zoning of the Property and for other Permits as Tenant reasonably requires. Tenant will perform all other acts and bear all expenses associated with any zoning action or other procedure necessary to obtain Permits deemed reasonable or necessary by Tenant.

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

(c) Decommissioning Period. Promptly following the Operations Period expiration or an earlier termination of this Lease following a Tenant Default, Tenant shall cease the Facility's commercial operation and shall remove all structures, equipment, security barriers, and transmission lines from the Lease Area; dispose of all Facility materials in accordance with Applicable Law; fill in, compact, and cover up all pit holes, trenches or other borings or excavations made by Tenant on the Property; leave the surface of the Property free from debris, and in a good, clean condition, capable of resuming all permitted uses under the Landlord's zoning ordinance for districts zoned for Agriculture, all at Tenant's sole cost and expense (such actions, collectively, the "Decommissioning Obligations"). Tenant shall perform the Decommissioning Obligations during the Decommissioning Period or promptly after any earlier termination of this Lease due to any reason other than a Landlord default.

SECTION 6. DEFINING THE LEASE AREA; CONSTRUCTING THE FACILITY; LANDLORD RESTRICTIONS.

(a) The Parties acknowledge that the location of the Lease Area and the Easements as depicted on Exhibit A-1 is intended to be only preliminary in nature, and that the final location and dimensions of the Lease Area and the Easements shall be determined by a final site plan and survey delineating the actual locations of the Lease Area and the Easements to be prepared at Tenant's sole cost and expense (the "Final Site Plan"). Landlord reserves the right to review and approve the Final Site Plan, which approval shall not be unreasonably delayed, conditioned or withheld provided that it is substantially consistent with Exhibit A-1 attached hereto. Tenant shall reimburse Landlord for its legal and engineering costs incurred in review of any Preliminary Plans submitted for review and its Final Site Plan. Tenant shall, within ten (10) days of receiving written notice from Landlord of Landlord's approval of the Final Site Plan, prepare an amendment to this Lease, which amendment shall direct that the Final Site Plan replace Exhibit B attached hereto for all purposes for which Exhibit B was used, referenced

or included in this Lease, including, without limitation, the acreage of the Lease Area for purposes of calculating Rent due hereunder during the Operations Period.

(b) Tenant may construct the Facility as Tenant, in its sole discretion, determines, provided such construction shall comply with Applicable Law and with this Lease.

(c) Tenant may not remove trees as necessary within the Property to obtain solar access to the Facility, without written approval of Landlord, which approval shall not be unreasonably withheld, and which removal shall be consistent with Section 3(a)(iii) (regarding the solar easement).

(d) Tenant shall notify Landlord of the Commercial Operation Date promptly upon the occurrence of the same.

(e) Landlord has no obligation to improve the Lease Area or Property to accommodate the Facility.

(f) Except in furtherance of its Primary Purpose, Landlord shall not engage in activities at the Property that will impact the Lease Area topography or soil conditions, or construct any structures or improvements on the Lease Area, or shall be in violation of Applicable Law.

(g) Landlord shall not enter the Lease Area without Tenant's consent, such consent not to be unreasonably withheld, conditioned or delayed.

SECTION 7. LEASE RENT PAYMENTS. Tenant shall pay Rent to Landlord as follows:

(a) Development and Construction Period. During the Development and Construction Period, Tenant paid to Landlord Two Thousand Dollars (\$2,000) in advance pursuant to the Original Lease. Within thirty days of execution of this amended and restated Lease, Tenant shall pay to Landlord an additional amount of Fifteen Thousand (\$15,000) for the extension of the Development and Construction Period pursuant to this Lease. (the "Initial Development and Construction Rent Payment"). On the first day of the Construction Period, Tenant shall pay the Landlord \$100,000.00 lump sum payment, which sum shall be in addition to the Initial Development and Construction Rent Payment. The Parties acknowledge that the Development and Construction Period under the Original Lease was extended through this amended Lease Effective Date.

(b) Operations Period.

(i) On the first day of the Operations Period, the Tenant shall pay the Landlord \$100,000.00 lump sum payment, which payment shall be in addition to Rent.

(ii) During the Operations Period, Tenant shall pay to Landlord per Operating Year, Rent in the amount of One Thousand Five Hundred Dollars (\$1,500) per acre of the Lease Area, for 13.42 acres, for a total of \$20,130 in Rent payments annually. Such Rent shall increase by 2% after each 2-year period.

(iii) Rent for each Operating Year, including any Operations Period extensions, shall be paid quarterly, in advance on the first day of each financial quarter. The first payment of Rent during the Operations Period (the "Initial Operations Rent Payment") shall be due on the first day of the first full financial quarter to occur during the Operations Period. The Initial Operations Rent Payment shall include the amount of Rent due during the first partial financial quarter occurring during the Operations Period (prorated from the date the Operations Period commences), and Rent due for the first full financial quarter occurring during the Operations Period.

(c) Decommissioning Period. During the Decommissioning Period until the Facility is Decommissioned, Tenant shall pay to Landlord One Thousand Dollars (\$1,000) per month, pro-rated for partial months, to be paid in advance on the first day of each month. The first payment of Rent during the Decommissioning Period (the "Initial Decommissioning Payment") shall be due on the first day of the first full calendar month to occur during the Decommissioning Period. The Initial Decommissioning Payment shall include the amount of Rent due during the first partial month occurring, if any, at the end of the Operations Period, and Rent due for the first full month occurring during the Decommissioning Period.

(d) Payment Method. Tenant may pay Rent by check or wire transfer to such account and/or to such address as Landlord shall directly in writing from time to time. Upon Tenant's request, Landlord shall provide Tenant with account information to which wire transfers may be made.

SECTION 8. TAXES

(a) Landlord shall be responsible for all taxes related to the Property, other than Tenant's obligations stated in Sections 8(b) and 8(c).

(b) Tenant acknowledges that the Property is currently tax exempt public property. Tenant shall be responsible for all property taxes assessed against the Property due it is Leasehold during the Operations Period and the Decommissioning Period.

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

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

SECTION 9. TITLE AND LIENS; SUBDIVISION.

(a) Landlord agrees to cooperate with Tenant or Developer in good faith to establish a sufficient, adequate and insurable legal description of the Property and the boundaries thereof, and to clear title of any encumbrances to title that Developer determines will interfere with Developer's ability to install and operate the Facility pursuant to the Lease or obtain financing for such Facility, provided that Landlord shall not be required to expend Landlord's funds to clear title, and provided further that Tenant shall reimburse Landlord for its reasonable attorney's fees incurred in connection with such efforts. Landlord warrants that, to the best of Landlord's knowledge, Landlord has not caused or permitted any division of the Property in violation of any Illinois regulations or ordinances. Landlord covenants that, except with the prior consent of Tenant, Landlord will not transfer, sell, lease, or enter into any agreement to transfer, sell, lease, any portion of the Property for five years after the Lease Effective Date without the prior consent of Tenant, which shall not be unreasonably withheld, conditioned or delayed if such transfer, sale, lease of a portion of the Property, after consideration of the final Lease Area, does not result in an unauthorized subdivision of the Property. Notwithstanding anything to the contrary herein, Landlord may transfer the entire Property subject to the provisions of Section 14(b) at any time without the consent of Tenant or Developer. Landlord further covenants that, except with the prior consent of Tenant (which consent shall not be unreasonably delayed, conditioned, or withheld), Landlord shall not initiate or consent to any change in the Property's zoning or impose or consent to any other restriction or modification of the Property.

(b) Tenant shall not permit a lien to attach to the Property. Upon notice of a lien resulting from Tenant's use of the Property or Lease Area, Tenant shall satisfy said lien within 30 days of said notice. Thereafter, Landlord may satisfy said lien and demand reimbursement for same from Tenant and Tenant shall be liable for reimbursement including Landlord's reasonable attorney fees and costs Landlord shall not allow any encumbrances against the Property other than Permitted Encumbrances. Landlord shall promptly pay all obligations secured by encumbrances against the Property (whether or not such encumbrances are Permitted Encumbrances) and shall not allow any uncured default to occur under obligations secured by encumbrances against the Property.

(c) At Tenant's request, Landlord shall obtain from holders of Permitted Encumbrances such subordinations or non-disturbance agreements as Tenant may reasonably request to protect and secure Tenant's interest in the Property or for or in connection with a financing or other financial arrangement related to the Property and/or the Facility. Such agreements shall include undertakings by the holders of Permitted Encumbrances (i) to notify Tenant of any defaults by Landlord in performing its obligations secured by the Permitted Encumbrances; and (ii) to provide Tenant a reasonable period of time after Tenant's receipt of notice from the holder of the Permitted Encumbrance, not less than 30 days in the event of payment defaults and 60 days in event of non-payment defaults, to cure the default on behalf of Landlord, before the holder of the Permitted Encumbrance can exercise any rights to foreclose upon or otherwise take ownership of the Property. If the default cannot reasonably be cured within a sixty-day period, then, provided Tenant has promptly commenced and is diligently performing actions to cure the default, Tenant shall have such period of time as is reasonably necessary to cure the default, but not more than 120 days.

(d) All equipment and structures included within the Facility shall, to the extent permitted by law, be personal property and not real property, and title to the Facility shall be in Tenant or its mortgagees and assigns. Neither Landlord nor anyone claiming through Landlord may file liens on the Facility or Tenant's interest in the Property unless (i) Landlord obtains a final judgment against Tenant as a result of a Tenant Default under this Lease, or (ii) Tenant abandons its Facility.

(e) Neither Tenant nor anyone claiming through Tenant (including contractors hired by Tenant) shall file liens on the Property.

(g) Landlord acknowledges that Tenant shall have the right to obtain title insurance with respect to its leasehold interest in the Property from a title insurance company acceptable to Tenant (the "Title Company"). Upon request, Landlord shall execute and deliver to Tenant and the Title Company (in form and substance reasonably acceptable to Landlord and the Title Company): (i) a "Landlord's Affidavit" sufficient for the Title Company to delete any exceptions for (A) mechanics' or materialmen's liens arising from work at the Property which is the responsibility of Landlord, (B) parties in possession, other than Tenant as tenant only, and (C) matters not shown in the public records; and (ii) such other documents as may be reasonably requested by Tenant and the Title Company in order to provide such title insurance, all in form and substance reasonably acceptable to Landlord.

SECTION 10. FILINGS; PERMITS.

Landlord acknowledges that Tenant intends to develop, construct and operate the Facility and the Access Road on the Lease Area and Easements. In order to obtain Permits in connection with the Permitted Uses, Landlord hereby authorizes Tenant, in the name of Landlord, Tenant or both, as Tenant may deem to be reasonably necessary or appropriate, to file with Governmental Authorities as Tenant deems reasonably appropriate (i) one or more applications to obtain any zoning relief or planning board approval regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Facility on the Lease Area and

the Access Road; and (ii) one or more applications to obtain construction, use or occupancy permits for the Facility, the Access Road, or any portion thereof. Landlord shall cooperate in good faith with Tenant and shall execute any such applications promptly upon Tenant's request, and shall not oppose or interfere with Tenant in such regard. Landlord is not obligated to incur expense in connection with such efforts. Landlord acknowledges that Permits may be conditioned upon the grant of stormwater management and/or other conditions and restrictions imposed by Governmental Authorities. Landlord agrees to execute, at any time during the Term of the Lease, any documents related to or necessary to impose such restrictions upon the Property affected by or subject to the construction, maintenance and operation of the Facility and the Access Road, which restrictions shall remain in effect as long as such Facility or Access Road associated with the Project remain on the Property.

SECTION 11. INSURANCE AND INDEMNITY.

(a) Each party shall maintain appropriate insurance for its respective interests in, and activities on, the Property, and shall provide certificates of insurance to the other Party evidencing such coverage promptly following the request; Tenant shall maintain in force policies of insurance covering the Facility and Tenant's activities on the Lease Area at all times during the Term of the Lease, including comprehensive general liability and property liability insurance with liability limits of not less than \$2,000,000.00 for injury to or death of one or more persons in any one occurrence, and with an annual aggregate limitation of no less than \$5,000,000, provided that such amount may be provided as part of a blanket policy covering other properties. The Tenant shall maintain workers compensation insurance at the minimum required by the State of Illinois. Tenant shall name the Landlord as an additional insured on all policies required herein and provide the Landlord with certificates evidencing same.

(b) To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party, elected and appointed officials, its shareholders, partners, members, directors, officers, employees, agents and contractors (the "Indemnified Persons"), harmless from and against all Losses incurred by the Indemnified Persons to the extent arising from, or out of, any claim for, or arising out of, any injury to or death of any person or loss or damage to property to the extent arising out of the Indemnifying Party's, its employees' and agents' negligence, willful misconduct, or unlawful conduct. The Indemnifying Party shall not be obligated to indemnify any Indemnified Person for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Indemnified Person or for statutory violation of, or punitive damages against, any Indemnified Person except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Indemnifying Party or of any of the Indemnifying Party's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a Party or person described in this Lease.

(c) Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all Losses arising from or out of any pollution or contamination that violates any local, state or federal environmental protection law, policy or regulation, that existed on or before the

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

SECTION 12. MAINTENANCE, SECURITY AND UTILITIES.

(a) Maintenance. Tenant shall repair and maintain the Lease Area and all areas subject to the Easements (including, without limitation, the Access Road as now or hereafter improved) at its own expense.

(b) Security. Tenant is responsible for Lease Area security. Tenant may construct fencing around the Lease Area and the Facility and take other security precautions if Tenant determines, in its sole discretion, that such fencing and/or security measures will reduce risks of damage, death or injury to people, animals or property or will protect Tenant's Facility. The cost of any fencing constructed by Tenant, or of any other such security measures taken by Tenant, shall be borne solely by Tenant.

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

SECTION 13. CONDEMNATION.

(a) If, during the Term, any competent authority for any public or quasi-public purpose ("Condemnor") seeks to take or condemn all or any portion of the Lease Area, Landlord and Tenant may use all reasonable and diligent efforts, each at its own expense, to contest such taking. If either party contests a taking the other party shall cooperate in the proceeding, but is not obligated to incur any expense in connection with such efforts.

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

(c) If, at any time during the Term any Condemnor shall condemn a portion, but not all or substantially all of the Facility or the Lease Area, then Tenant's interest and obligations under this Lease as to that portion of the Facility or the Lease Area so taken shall cease and

terminate upon the earlier of, (i) the date that the Condemnor takes possession of such portion of the Facility or the Lease Area, (ii) the date that Tenant, in its sole judgment, is no longer able or permitted to operate the Facility on the Lease Area, or any portion thereof, in a commercially viable manner, or (iii) the date title vests in the Condemnor; and, unless this Lease is terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of the Facility or the Lease Area. If the Lease Area becomes insufficient or unsuitable for Tenant's purposes hereunder, as determined by Tenant in its sole discretion, then Tenant may terminate this Lease in accordance with this Section 13 as to the portion of the Lease Area to which Tenant continues to hold the rights, at which time Landlord and Tenant shall be relieved of any further obligations and duties to each other under this Lease, except for indemnity obligations and Decommissioning Obligations, which shall survive any termination hereunder.

(d) For any taking covered by Sections 13(b) or 13(c), all sums, including damages and interest, awarded shall be paid and distributed to Tenant and Landlord in accordance with their respective interests under this Lease. In determining their respective interests:

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

(ii) Tenant's interest shall be based on the value of Tenant's interest in the Lease Area (determined at the time of the taking), including the value of the Facility and Tenant's other improvements for the Term, plus any cost or loss that Tenant may sustain in the removal and/or relocation of any Facility; provided, however, that in each case the value of the respective interests of Landlord and Tenant shall be calculated as if no taking covered by Sections 13(b) or 13(c) were to occur.

SECTION 14. ASSIGNMENT.

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

(i) in Tenant's sole discretion,

A. to any entity in which Tenant, or an Affiliate thereof, has a majority (at least 51%) ownership interest;

B. to any entity as security for or in connection with a financing or other financial arrangement related to the Lease Area and/or the Facility, as set forth in Section 15; and,

(ii) subject to Landlord's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed, to any other person or entity who assumes all of Tenant's rights and obligations hereunder, provided however that the effectiveness of any such assignment shall be conditioned on the Tenant not being then in Default.

(b) Landlord may assign this Lease and rights hereunder and may convey the Lease Area and/or the portion of the Property containing the Easements, subject to the following conditions:

- (i) Landlord gives prior notice to Tenant;
- (ii) the Memorandum of Lease and of Easements are first recorded,
- (iii) Landlord gives the assignee/grantee prior, written notice of the Lease,
- (iv) Landlord concurrently obtains from the assignee or grantee an **acknowledgement** of the Lease and a subordination or non-disturbance agreement as Tenant may reasonably request to protect and secure Tenant's interest in the Property, in the form described by Section 9(d), and
- (v) Landlord is not then in Default.

(c) Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that liability is assumed by the assignee.

(d) Upon any assignment other than under Section 14(a)(i)(B) (regarding assignment to a Financing Party), the assigning Party shall provide to the other Party current information regarding the assignee's addresses and the term "Tenant" or "Landlord" in this Lease, as appropriate, shall refer to the entity that was assigned the rights and obligations hereunder. Promptly after an assignment under Section 14(a)(i)(B), Tenant shall provide the Financing Party's address to Landlord.

SECTION 15. FINANCING.

(a) Subject to Section 9(e), Tenant may encumber its interest in the Lease Area and in the Facility by mortgage, lease, sale and leaseback, deed of trust or similar instrument or instruments, and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any Financing Party.

(b) If Tenant's rights or property are foreclosed upon or seized, or if a Financing Party exercises any other right under a security agreement granted by Tenant to that Financing Party, Landlord shall permit such Financing Party to exercise and succeed to any and all Tenant rights hereunder, so long as there are no existing uncured Defaults; provided Financing Party shall not be required to cure any defaults by Tenant that by their nature are not capable of being cured by the Financing Party, it being expressly understood and acknowledged by the Parties that a monetary default is by its nature capable of being cured by the Financing Party. Landlord shall execute any document reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 15(b), subject only to the condition precedent that no Tenant Default exists.

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

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

(i) (1) certifying whether this Lease is in full force and effect (or modified and stating the modification), (2) stating the dates on which amounts due to Landlord have been paid, (3) stating that there are no known defaults existing at the time of execution of the statement, or that defaults exist and the nature of such defaults, and (4) stating that, as of the date of such estoppel certificate, there are no disputes or proceedings under this Lease between Landlord and Tenant or, if any such dispute exists, describe the nature of such disputes or proceedings;

(ii) (1) recognizing a particular entity as a Financing Party under this Agreement (2) agreeing to accord to such entity all the rights and privileges of a Financing Party hereunder, and (3) providing such other information as reasonably requested by Tenant or a Financing Party.

SECTION 16. RECORDING, CONFIDENTIALITY.

(a) This Lease shall not be recorded, but the Parties shall, at Tenant's expense, execute and record with the Ogle County Recorder's Office a memorandum thereof in the form attached hereto as Exhibit D (the "Memorandum of Lease"), which may be amended by Tenant with a surveyed description of the Lease Area and Easements. A Financing Party may record Tenant's mortgage of this Lease to the Financing Party. Tenant may record subordinations and/or non-disturbance agreements obtained from holders of Permitted Encumbrances.

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

- (i) as provided in Section 16(a),
- (ii) to immediate family members,
- (iii) to assignees or prospective purchasers of Parties,
- (iv) to any counsel, lender, accountant or advisor engaged by a Party,

(v) to the extent required by law including, but not limited to, Illinois Freedom of Information Act, or pursuant to lawful process, subpoena or court order requiring such disclosure; and

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

Tenant shall obtain Landlord's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive or confidential information with respect to this Lease or the Facility, which consent may be withheld, conditioned, or delayed in Landlord's reasonable discretion.

SECTION 17. DEFAULT AND REMEDIES.

(a) If Tenant fails to perform any of Tenant's obligations under this Lease and such failure remains uncured following the required notice and cure periods as required in Section 18(c) (a "Default"), Landlord may terminate this Lease by notice to Tenant and exercise any other remedies provided in this Lease or under Applicable Law. A Default may be either a Payment Default or a Non-Payment Default. A "Payment Default" is failing to make timely payments required herein.

(b) Landlord shall simultaneously notify Tenant and all Tenant Financing Parties who have given advance notice of their interest in this Lease to Landlord, of any failure by Tenant to perform any Tenant obligations under this Lease, which notice shall be sent according to Section 19 and shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure.

(c) Before Landlord exercises any rights or remedies against Tenant as a result of a Tenant Default, Landlord shall give Tenant and each Financing Party (i) thirty (30) days' notice of and the opportunity to cure any Tenant Payment Default, (ii) forty-five (45) days' notice of and the opportunity to cure any Tenant Non-payment Default, and (iii) a reasonable further opportunity to cure a Tenant Non-payment Default, in which case Tenant, or the Financing Party on the Tenant's behalf, shall notify Landlord of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the 45-day period, weather permitting, but, subject to Force Majeure, in no event shall the Tenant Non-payment Default not be cured within an additional 90-day period.

(d) Tenant and any Financing Party may cure any Payment Default by paying all then overdue payments in full together with interest thereon at the rate of five percent (5%) per month, plus any reasonable attorney's fees incurred by the Landlord in enforcing the default, and exercise any other remedies available under this Lease or Applicable Law, including terminating the Lease.

(e) If Landlord fails to perform any of its obligations hereunder, including failure to perform with respect to any obligations secured by encumbrances against the Property, and such failure shall continue for ninety (90) days following written notice by Tenant of such failure and an opportunity to cure, Landlord shall pay to Tenant any amounts actually paid by Tenant to cure

such non-performance by Landlord together with interest thereon at the rate of five percent (5%) per month and exercise any other remedies available under this Lease or Applicable Law, including terminating the Lease.

SECTION 18. FORCE MAJEURE. If performance of this Lease or of any obligation hereunder (other than an obligation to pay any Rent) is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure may include the following acts or events: (i) Acts of God or acts of Providence including hurricanes, floods, washouts, lightning, earthquakes, storm warnings and any other adverse weather conditions which directly result in a party's inability to perform its obligations, (ii) acts of civil disorder including acts of sabotage, acts of war, lockouts, insurrection, riot, mass protests or demonstrations, threats of any of the foregoing, and police action in connection with or in reaction to any such acts of civil disorder, when any such acts of civil disorder directly results in a party's inability to perform its obligations, (iii) pandemic or other public health crisis, and (iv) failures resulting from fires, washouts, mechanical breakdowns of or necessities for making repairs or alterations to transformers, power lines, switching equipment, inverters, machinery, cables, meters or any of the equipment therein or thereon, when any such failure directly results in a Party's inability to perform its obligations.

SECTION 19. NOTICES. All notices under this Lease shall be sent to the addresses set forth below:

LANDLORD: Village of Stillman Valley
c/o Village Clerk
120 North Walnut Street
PO Box 127 Stillman Valley IL, 61084
Email: svvillageclerk@gmail.com

Copies to: Douglas R. Henry
Barrick, Switzer, Long, Balsley & Van Evera, LLP
6833 Stalter Drive
Rockford, Illinois 61108
Email: dhenry@bslbv.com

TENANT: BAP Stillman LLC
c/o Michelle Radcliffe, Contracts Director
26880 Aliso Viejo Pkwy, Ste 100
Aliso Viejo CA 92656
Email: mradcliffe@cenergypower.com and
dev@cenergypower.com

Notices required or permitted to be given under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery or electronic mail, and may be sent by overnight delivery or other method with confirmed signature receipt to the addresses set forth herein. A Party may change its address for delivery of notices hereunder by notice given in accordance with this Section. Failure of the Tenant to notify the Landlord of an address change for it or any Financing Party shall excuse the Landlord from complying with any notice obligation herein to such changed addresses, provided however that the Landlord will in no event be excused from providing notices required herein to all addresses that Landlord has notice of. Notices will be deemed given upon personal delivery, receipt or upon the failure to accept delivery. Notice given by USPS, regular mail shall be deemed given the third calendar, excluding Sundays and holidays, after posting.

SECTION 20. NO PARTNERSHIP OR JOINT VENTURE. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or an employer, principal or agent of Tenant, or a joint venture participant or a member of a joint enterprise with Tenant by reason of this Lease.

SECTION 21. DISPUTE RESOLUTION.

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

(b) Jurisdiction and Venue If the Dispute remains unresolved, the Parties agree that any such dispute shall be instituted and resolved in the Circuit Court of Ogle County, Illinois exclusively, and both of the Parties hereto submit to the exclusive venue of said court and the exclusive jurisdiction of said court over their person and the subject matter of any such litigation.

SECTION 22. REPRESENTATIONS AND WARRANTIES.

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

(i) Organization and Qualification. If an entity, it is duly organized and validly existing under the laws of the state of its purported organization with all power

and authority to own or lease and dispose of all of its properties and assets, to conduct its business as presently conducted, and to enter into and carry out this Lease.

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

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

(iv) Broker. Landlord and Tenant represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction. Tenant agrees to indemnify and hold harmless Landlord from any claims made by any broker should Tenant's representation in this paragraph be false. Landlord agrees to indemnify and hold harmless Tenant from any claims made by any broker should Landlord's representation in this paragraph be false. The foregoing indemnity shall include all legal fees and costs incurred in defense against any such claim.

(b) Landlord represents and warrants that:

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

(ii) to the best of its knowledge, there are no hazardous substances present on, in or under the Property in violation of any Applicable Law.

SECTION 23. MISCELLANEOUS PROVISIONS.

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

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

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

(d) Severability. If any non-material part of this Lease is held to be unenforceable, the rest of the Lease will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Lease to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision.

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

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

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

(h) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Lease may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Lease specifically providing

(i) for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party as required, in its reasonable discretion, and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder. From time to time and at any time at and after the execution of this Lease, each Party shall execute, acknowledge and deliver such documents, and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Lease that may be reasonably

requested by the other for the purpose of effecting or confirming (but not altering or expanding) any of the transactions contemplated by this Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 23(h).

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

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

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

TENANT:

BAP STILLMAN LLC

By: William Pham
Name: William Pham
Title: Manager/Authorized Representative

LANDLORD:

VILLAGE OF STILLMAN VALLEY

By: Martin Typer
Name: Martin Typer
Title: President

Exhibits:

Glossary of Terms

- A: Property Description
- A-1: Depiction
- B: Lease Area and Easement Descriptions
- C: Existing Encumbrances
- D: Memorandum of Lease

GLOSSARY OF TERMS

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

"Access Road" is defined in Section 3(a)(i).

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

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

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

"Commercial Operation Date" means the date the Facility achieves Commercial Operation and Tenant receives permission to operate the Facility from the Utility, notice of which Tenant shall provide to Landlord according to Section 6(d).

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

"Decommission" or "Decommissioning Obligations": means performing the activities described in Section 5(c).

"Decommissioning Period" is defined in Section 4(a)(iii).

"Default" is defined in Section 17(a).

"Developer" means BAP Power LLC, dba Cenergy Power, its successors and or assigns,

"Development and Construction Period" is defined in Section 4(a)(i).

"Easement(s)" shall mean those areas of land described in Section 3 as detailed in Exhibit B, until during the Development and Construction Period when Tenant shall determine the Easements' boundaries by means of a survey, and such survey shall then define the Easements as an amendment to this Lease as a revised Exhibit B.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other

entitlements, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes.

"Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Lease Area or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder.

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

"Facility" means the solar-powered electric generating facility, optional energy storage device(s), and all related equipment and structures necessary or convenient for the Permitted Uses, including interconnection with the Utility, and the Access Road, to be installed by Tenant on the Lease Area in accordance with this Lease.

"Financing Party" is a person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such financing, or any trustee for such person or persons.

"Force Majeure" is defined in Section 18.

"Governmental Authority" means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government expressly including, without limitation, the Federal Aviation Association.

"Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any of the Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

"Indemnified Persons" is defined in Section 11(b).

"Indemnifying Party" is defined in Section 11(b).

"Initial Development and Construction Rent Payment" is defined in Section 7(a).

"Initial Operations Rent Payment" is defined in Section 7(b).

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

"Lease Effective Date" is the date indicated in the 1st paragraph of this Lease.

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

"Memorandum of Lease" is defined in Section 16(a).

"Non-payment Default" is defined in Section 17(a).

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

"Operations Period" is defined in Section 4(a).

"Payment Default" is defined in Section 17(a).

"Permits" is defined in Section 5.

"Permitted Uses" means the use of the Lease Area, the Easements and Access Road (i) to develop, install, construct, interconnect, maintain, operate, repair, replace and decommission the Facility and/or energy storage device(s), (ii) to produce, deliver and sell electricity produced by the Facility, and associated Environmental Attributes and Tax Attributes, and (iii) to store such equipment, supplies, tools and replacement parts as reasonably required to accomplish (i) and (ii) above, including constructing a single story storage shed.

"Primary Purpose" means municipal waste water treatment facility at the Property described in Exhibit A.

"Property" means the real property described in Exhibit A.

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

"Rent" means the payments to be made in accordance with Section 7 hereof.

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

"Term" means all of the Development and Construction Period, the Operations Period, and the Decommissioning Period, as such periods are described in Section 4.

"Utility" means the local electric power distribution company.

EXHIBIT A

PROPERTY DESCRIPTION

Property:

The Property shall mean 501 E. Hales Corner Road, Stillman Valley, Illinois, P.I.N. 11-18-400-003,(Stillman Valley WWTP Property) and legally described as:

Part of the Southwest Quarter of Section 18, Township 42 North, Range 1 East of the Third Principal Meridian, Ogle County, Illinois, described as follows:

Commencing at the southwest corner of said Southwest Quarter of Section 18; thence North 0 degrees 36 minutes 44 seconds West, 496.06 feet on the west line of said Southwest Quarter, to the north right of way line of the Iowa, Chicago and Eastern Railroad and the Point of Beginning; thence continuing North 0 degrees 36 minutes 44 seconds West, 809.96 feet on said west line, to the north line of the Southwest Quarter of said Southwest Quarter; thence North 88 degrees 35 minutes 43 seconds East, 1276.17 feet on the north line of said Southwest Quarter of the Southwest Quarter, to the east line of said Southwest Quarter of the Southwest Quarter; thence South 0 degrees 08 minutes 27 seconds East, 59.10 feet to the north line of the south 1248.00 feet of the East Half of said Southwest Quarter; thence North 88 degrees 38 minutes 55 seconds East, 686.65 feet on said north line, to the east line of the west 686.50 feet of the East Half of said Southwest Quarter; thence South 0 degrees 08 minutes 27 seconds East, 963.75 feet on said east line, to said north right of way line of the Iowa, Chicago and Eastern Railroad; thence North 85 degrees 20 minutes 53 seconds West, 1745.67 feet on said north right of way line, to a 3769.72 foot radius curve to the right; thence 217.54 feet on said curve whose chord bears North 83 degrees 41 minutes 42 seconds West, a chord distance of 217.50 feet to the Point of Beginning, containing 40.42 acres, more or less.

EXHIBIT A-1

Preliminary Site Plan

(See attached.)

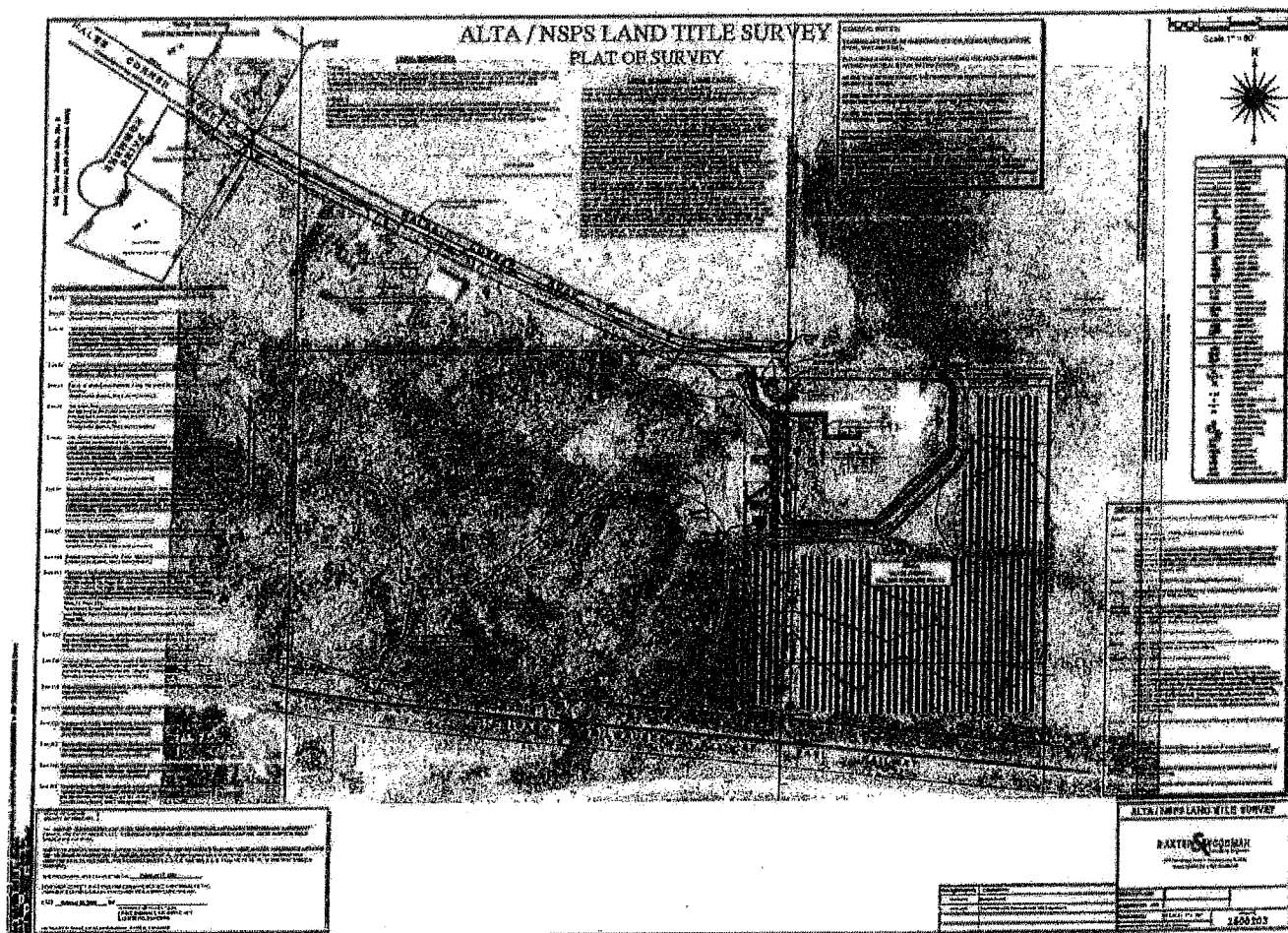


EXHIBIT B
LEASE AREA AND EASEMENTS DESCRIPTION

Lease Area:

The Lease Area shall mean the Property area or a portion thereof during the Development and Construction Period that Tenant and Landlord agrees to be the final Lease Area by means of a survey, which survey shall then define the Lease Area and shall be an amendment to this Lease as a revised Exhibit B.

Easements:

The Easements shall mean those areas of land and rights thereon described in Section 3 of the Lease. During the Development and Construction Period Tenant may determine the Easements' boundaries by means of a survey, and such survey shall then define the Easements and shall be an amendment to this Lease as a revised Exhibit B.

EXHIBIT C
EXISTING ENCUMBRANCES

[None.]

EXHIBIT D

**See attached
Memorandum of Lease**

Recording Requested By and

When Recorded Return To:

BAP Stillman LLC
26880 Aliso Viejo Pkwy Ste 100
Aliso Viejo CA 92656

(Space above this line for Recorder's use)

MEMORANDUM OF LEASE

Landlord:

Village of Stillman Valley
c/o Village Clerk
Email: svvillage@gmail.com

Tenant:

BAP Stillman LLC
26880 Aliso Viejo Pkwy Ste 100
Aliso Viejo CA 92656
Attn: Michelle Radcliffe, Contracts Director
Email: mradcliffe@cenergypower.com and
dev@cenergypower.com

Description of Property:

Certain real property depicted on Exhibit A attached hereto.

Lease Commencement and Effective Date: _____ [Date].

Lease Term:

Lease term consists of a Development and Construction Period, an Operations Period, and a Decommissioning Period. The Development and Construction Period commences upon the Lease Commencement Date, and ends at the Commercial Operations Date or June 30, 2027, unless otherwise extended by the parties. The Operations Period of

20 years commences on the Commercial Operations Date and is subject to two (2) ten-year extensions. The Decommissioning Period commences upon the expiration of Operations Period and extensions and continues for 180 days, subject to conditions and other terms set forth in the Lease.

Additional Terms:

The Lease contains certain easements, restrictions, covenants and conditions ("Appurtenant Restrictions") that may affect the Property owned by Lessor. These Appurtenant Restrictions may be found in the Lease on file with Lessee.

*[Intentional end of page. Signatures and **acknowledgments** follow on next page(s).]*

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Lease as of this 31 day of December, 2025.

LANDLORD:

VILLAGE OF STILLMAN VALLEY

By: Martin Typer

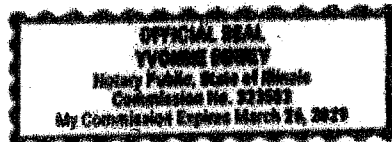
Name: Martin Typer

Title: President

STATE OF ILLINOIS
COUNTY OF Ogle

December 31, 2025

Then personally appeared before me the above-named MARTIN TYPER, duly authorized President of the Village of Stillman, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Village of Stillman valley.



[Signature]
Notary Public

Name: YVONNE DEWEY

My Commission Expires: MARCH 26, 2029

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Lease as of this ____ day of _____, 2025.

TENANT:

BAP STILLMAN LLC

By: _____
Name: William Pham
Title: Manager/Authorized Representative

STATE OF _____
COUNTY OF _____

_____, 202__

Then personally appeared before me the above-named _____, duly authorized _____ of the _____, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of _____).

Notary Public

Name: _____

My Commission Expires: _____

EXHIBIT A
to Memorandum of Lease

Description of Property

See attached

EXHIBIT A
PROPERTY DESCRIPTION

Property:

The Property shall mean 501 E. Hales Corner Road, Stillman Valley, Illinois, P.I.N. 11-18-400-003, (Stillman Valley WWTP Property) and legally described as:

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Commencing at the southwest corner of said Southwest Quarter of Section 18; thence North 0 degrees 36 minutes 44 seconds West, 496.06 feet on the west line of said Southwest Quarter, to the north right of way line of the Iowa, Chicago and Eastern Railroad and the Point of Beginning; thence continuing North 0 degrees 36 minutes 44 seconds West, 809.96 feet on said west line, to the north line of the Southwest Quarter of said Southwest Quarter; thence North 88 degrees 35 minutes 43 seconds East, 1276.17 feet on the north line of said Southwest Quarter of the Southwest Quarter, to the east line of said Southwest Quarter of the Southwest Quarter; thence South 0 degrees 08 minutes 27 seconds East, 59.10 feet to the north line of the south 1248.00 feet of the East Half of said Southwest Quarter; thence North 88 degrees 38 minutes 55 seconds East, 686.65 feet on said north line, to the east line of the west 686.50 feet of the East Half of said Southwest Quarter; thence South 0 degrees 08 minutes 27 seconds East, 963.75 feet on said east line, to said north right of way line of the Iowa, Chicago and Eastern Railroad; thence North 85 degrees 20 minutes 53 seconds West, 1745.67 feet on said north right of way line, to a 3769.72 foot radius curve to the right; thence 217.54 feet on said curve whose chord bears North 83 degrees 41 minutes 42 seconds West, a chord distance of 217.50 feet to the Point of Beginning, containing 40.42 acres, more or less.