

ATTACHMENT G

Lease Agreement

EXHIBIT D

MEMORANDUM OF OPTION AND GROUND LEASE

**This instrument prepared by
and after recording return to:**

Norton Rose Fulbright US LLP
1045 W. Fulton Market, Suite 1200
Chicago, Illinois 60607
Attn: Christine Owen

MEMORANDUM OF LEASE

THIS MEMORANDUM OF OPTION AND GROUND LEASE (this “**Memorandum**”) is made as of January 10, 2024 (the “**Effective Date**”), by and between **LF4 Investment LLC**, an Illinois limited liability company (the “**Landlord**”), and **Nexamp Solar, LLC**, a Delaware limited liability company (the “**Tenant**”).

RECITALS

A. Landlord is the owner of that certain property located along Boyer Road approximately 650 feet north of Huntley Road, Dundee, Kane County, Illinois, as being more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. Landlord and Tenant are parties to that certain Option and Ground Lease (as the same may be hereafter amended or modified, the “**Lease**”), dated as of January 10, 2024 (the “**Option Effective Date**”), pursuant to which Landlord has agreed to lease all or a portion of the Property (the “**Lease Area**”) and to acquire associated easements (the “**Easements**”), as more specifically described in Exhibit B attached hereto and made a part hereof (the “**Lease Area and Easements**”).

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

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

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

2. Option Term. The Option Period shall begin on the Option Effective Date and will terminate at 11:59 p.m. on the last day of the thirty sixth (36th) month after the Option Effective Date (the “**Option Period**”).

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

(a) Development and Construction Period. The Development and Construction Period will begin at the termination of the Option Period and will terminate on the earliest of:

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

(ii) 365 days after the commencement of the Development and Construction Period, except that such Period shall automatically extend for up to two (2) additional periods of six (6) months each for permitting, construction and interconnection delays, or for changes in solar market conditions regarding solar programs promulgated by a Government Authority. Additionally, the Development and Construction Period shall be further extended automatically on a monthly basis for delays by the Utility in the completing interconnection upgrades or in interconnecting the Facility. Upon Landlord’s reasonable request, Tenant shall provide evidence that it continues to actively pursue developing the Facility;
or

(iii) the day after the Commercial Operation Date.

If the Development and Construction Period terminates by passage of time under Subsection (ii), the Operations Period shall automatically commence with no action being required of either Party. Termination of the Lease in accordance with Section 5(a)(i)(A) or Section 5(a)(i)(B) of the Lease shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination.

(b) Operations Period. The Operations Period will commence at 12:01 a.m. on the day after the Development and Construction Period ends and will end at 11:59 p.m. on the 20th anniversary of the Commercial Operation Date. Tenant may extend the Operations Period, first for one (1) ten (10) year term, and then for one or both of two (2) additional five (5) year terms. Termination of the Lease in accordance with Section 5(b) of the Lease shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination.

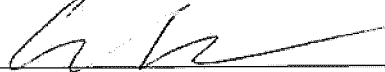
(c) Decommissioning Period. The Decommissioning Period shall begin when the Operations Period and any extensions thereto expire, and shall continue for a period of 180 days, (provided that if such 180 day term begins or ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to the next-occurring July 31) whereupon this Lease shall expire and shall be of no further force and effect, except that such termination shall not release or modify any of the obligations of the Parties arising prior to such termination.

4. MISCELLANEOUS. THIS MEMORANDUM IS RECORDED SOLELY FOR THE PURPOSE OF GIVING NOTICE TO THIRD PARTIES OF THE LEASE, ALL OF THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF HEREIN SET FORTH IN FULL. NOTHING CONTAINED IN THIS MEMORANDUM IS INTENDED TO OR DOES MODIFY OR EXPAND IN ANY WAY ANY OF THE TERMS OR PROVISIONS OF THE LEASE, AND THE LEASE SHALL DETERMINE AND GOVERN THE RIGHTS AND DUTIES OF LANDLORD AND TENANT IN ALL RESPECTS.
5. COUNTERPARTS. THIS MEMORANDUM MAY BE EXECUTED BY THE PARTIES ON SEPARATE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH, TAKEN TOGETHER, SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

[SIGNATURE PAGES FOLLOW]

TENANT:

Nexamp Solar, LLC,
a Delaware limited liability company

By: 

Name: Christopher F. Clark

Title: Senior Vice President

STATE OF MASSACHUSETTS)

)

SS.

COUNTY OF SUFFOLK)

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

GIVEN under my hand and notarial seal this 4th day of January, ~~2023~~ 2024


Notary Public

My commission expires: 2/3/2028

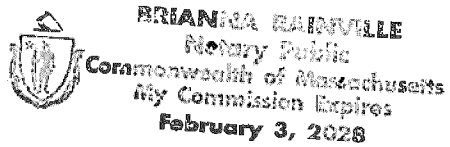


EXHIBIT A

Legal Description of the Property

This Exhibit A may be replaced by Tenant with description(s) from a title commitment obtained by Tenant, at Tenant's option, that describe the Property in order to fix any errors or omissions in the original description of the Property.

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

COMMON ADDRESS: Along Boyer Road approximately 650 feet north of Huntley Road, Dundee, Kane County, Illinois,

PARCEL NUMBER: 03-06-300-002

EXHIBIT B

LEASE AREA AND EASEMENTS DESCRIPTION

Lease Area:

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

Easements:

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