

TRUSTEE'S DEED 1930782

FORM 1011 U.S.B.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made this 1st day of August, 1988, between **FIRST COLONIAL TRUST COMPANY, FORMERLY AVENUE NATIONAL BANK OF CHICAGO**, a National Banking Association, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said corporation in pursuance of a trust agreement dated the 10th day of May, 1968, and known as Trust Number 1379, party of the first part, and **TRI-COUNTY LANDFILL CO.** whose address is: 310 West Lake Street, Elmhurst, Illinois 60126

party of the second part.
WITNESSETH, that said party of the first part, in consideration of the sum of (\$10.00) TEN DOLLARS AND No/100----- dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part,

KANE
the following described real estate, situated in Cook County, Illinois, to-wit:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

THIS DOCUMENT IS BEING RERECORDED TO CORRECT THE NAME OF THE PARTY OF THE SECOND PART AND THE NAME OF THE PARTY THAT THE TAX BILL SHOULD BE MAILED TO.

Re-Record
1934570
1988 SEP 29 AM 11:15
Thomas E. Jungels
RECORDER

together with the tenements and appurtenances thereunto belonging.
To Have and to Hold the same unto said party of the second part

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement, above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county prior to the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its vice-president and attested by its assistant secretary, the day and year first above written.

FIRST COLONIAL TRUST COMPANY, FORMERLY
/ Michigan Avenue National Bank
By *[Signature]* Vice-President
Attest *[Signature: Nancy Rodighiero]* Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK
I, **Joyce A. Madsen**
A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that **Robert R. Lopardo** Vice-President of the **FIRST COLONIAL TRUST COMPANY, FORMERLY** and **Donald R. Bonistalli** Assistant Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of August, 1988

[Signature: Joyce A. Madsen]
Notary Public

D B L I V E R Y
NAME *Butler Rubin, Newcomer*
STREET *31st Nat Plaza, 1505*
CITY *Chicago IL 60602*
OR *407.00*
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

MAIL TAX BILL TO:
Tri-County Landfill Co.
310 West Lake Street
Elmhurst, Illinois 60126

1930782 **1934570**

THIS INSTRUMENT WAS RECORDED BY FIRST COLONIAL TRUST COMPANY 30 SEP 1988 11:15 AM

THIS SPACE FOR AFFIXING RIDERS AND REVENUE STAMPS

Exempt by the authority of the Illinois Revised Statutes, Chapter 120, Section 1004(e) as transfer where there is no actual consideration.

Document Number

NANCY RODIGHIERO
Assistant Secretary

Andie M. Strickland
Land Trust Officer

That part of the North Half of Section 1, Township 40 North, Range 8 East of the 3rd Principal Meridian, described as follows: Commencing at the North East corner of said Section 1; thence West along the North Line of said Section 1285.25 feet to the extended tangent center line from the South of the concrete pavement on State Highway No. 25; thence Southwesterly along said center line and said line extended 2088.0 feet; thence Westerly along a line making an angle of $102^{\circ} 49'$ measured from North East to North to West, with said described center line and extended center line 10.9 feet to a point in the center of the concrete pavement; thence continuing West along said last described line extended (being also the North line of a 10.06 acre parcel of land conveyed to Clairmarie Vanek by deed dated March 25, 1959 and recorded April 6, 1959 in book 1954, page 319 as Document 886279) 1094.7 feet to a point on the Easterly right of way line of the Chicago, Aurora and Elgin Railway; thence Northwesterly along the said Easterly right of way line of railway on a curve to the right having a radius of 2814.93 feet a distance of 148.82 feet for the point of beginning; thence East on a line parallel to and 140.0 feet North of, as measured at right angles, to the said North line of said Vanek 10.06 acre parcel of land, a distance of 1188.07 feet to the said center of the concrete pavement of State Highway No. 25; thence Northeasterly along said center line to a line drawn parallel with and 532.62 feet South of, measured at right angles, the North line of Section 1; thence West along said parallel line to the Easterly line of the aforesaid right of way of the Chicago, Aurora and Elgin Railway; thence Southerly along said Easterly line to the point of beginning, in the Township of St. Charles, Kane County, Illinois.

~~1930782~~

1934570

2

RECORDED
KANE COUNTY, ILL.

SEP 29 AM 9:45

~~1930782~~
ELEANOR E. JUNGELS - RECORDER OF KANE COUNTY

Eleanor E. Jungels

AFFIDAVIT - PLAT ACT

RECORDER

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

Andrea M. Gordon, being duly
sworn on oath, states that she resides at 2754 N. Hampden Court,
Chicago, Illinois 60614. That the attached deed is
not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes
for one of the following reasons:

1. The sale or exchange is of an entire tract of land not being a part of
larger tract of land.
2. The division or subdivision of land is into parcels or tracts of 5 acres or
more in size which does not involve any new streets or easements of access.
3. The division is of lots or blocks of less than 1 acre in any recorded
subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land is between owners of adjoining and
contiguous land.
5. The conveyance is of parcels of land or interests therein for use as right-
of-way for railroads or other public utility facilities, which does not
involve any new streets or easements of access.
6. The conveyance is of land owned by a railroad or other public utility which
does not involve any new streets or easements of access.
7. The conveyance is of land for highway or other public purpose or grants or
conveyances relating to the dedication of land for public use or instruments
relating to the vacation of land impressed with a public use.
8. The conveyance is made to correct descriptions in prior conveyances.
9. The sale or exchange is of parcels or tracts of land following the division
into no more than two parts of a particular parcel or tract of land existing
on July 17, 1959, and not involving any new streets or easements of access.
10. The sale is of a single lot of less than 5 acres from a larger tract, the
dimensions and configurations of said larger tract having been determined
by the dimensions and configuration of said larger tract on October 1, 1973,
and no sale prior to this sale, or any lot or lots from said larger tract
having taken place since October 1, 1973, and a survey of said single lot
having been made by a registered land surveyor.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that she makes this affidavit for the purpose of
inducing the Recorder of Kane County, Illinois, to accept the attached deed for
recording, and that all local requirements applicable to the subdivision of land
are met by the attached deed and the tract described therein.

Andrea M. Gordon

SUBSCRIBED and SWORN to before me this 2nd day of September, A.D., 1988

Philander Strong
Notary Public

~~1930782~~

1934570

1934570

1988 SEP 29 AM 11:15

FILED FOR RECORD
KANE COUNTY, ILL.

TRUSTEE'S DEED 1930782

CLERK FOR RECORD
HANE COUNTY WILL.

SEP 18 AM 9 45

FORM 1011 W.S.B.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made this 1st day of August, 1988, between MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, a National Banking Association, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said corporation in pursuance of a trust agreement dated the 10th day of May, 1968, and known as Trust Number 1379 party of the first part, and TRI-COUNTY LANDFILL COMPANY, INC., whose address is: 310 West Lake Street, Elmhurst, Illinois 60126

party of the second part.
WITNESSETH, that said party of the first part, in consideration of the sum of (\$10.00) TEN DOLLARS AND No/100----- dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part,

KANE
the following described real estate, situated in Cook County, Illinois, to-wit:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

together with the tenements and appurtenances thereunto belonging.
To Have and to Hold the same unto said party of the second part

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement, above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county, given to secure the payment of money, and remaining unleased at the date of the delivery hereof.
IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its vice-president, and attested by its assistant secretary, the day and year first above written.

FIRST COLONIAL TRUST COMPANY, FORMERLY
Michigan Avenue National Bank By _____ Vice-President
Attest: Manay Rodighiero Assistant Secretary

STATE OF ILLINOIS, ss. I, Joyce A. Madsen
COUNTY OF COOK, ss. A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that
Robert R. Lombardo, Vice-President of the FIRST COLONIAL TRUST COMPANY, FORMERLY
Donald R. Bonifantelli, Assistant Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of August, 1988

Joyce A. Madsen
Notary Public

DELIVERY INSTRUCTIONS
NAME Butler Rubin, Newcomer
STREET 31st West Plaza, 1505
CITY Chicago IL 60662 \$7.00
OR Enn
RECORDER'S OFFICE BOX NUMBER 1930782

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

MAIL TAX BILL TO:
Tri-County Landfill Company, Inc.
310 West Lake Street
Elmhurst, Illinois 60126

THIS INSTRUMENT WAS PREPARED BY
FIRST COLONIAL TRUST COMPANY
80 NORTH LAKE STREET
CHICAGO, ILLINOIS 60601

BY Manay Rodighiero
Land Trust Officer

THIS SPACE FOR AFFIXING RIDERS AND REVENUE STAMPS

Exempt by the authority of the Illinois
Revised Statutes, Chapter 120, Section 1004(e)
as transfer where there is no actual consideration.
John M. Eberlin 9/18/88

Document Number

That part of the North Half of Section 1, Township 40 North, Range 8 East of the 3rd Principal Meridian, described as follows: Commencing at the North East corner of said Section 1; thence West along the North Line of said Section 1285.25 feet to the extended tangent center line from the South of the concrete pavement on State Highway No. 25; thence Southwesterly along said center line and said line extended 2088.0 feet; thence Westerly along a line making an angle of $102^{\circ} 49'$ measured from North East to North to West, with said described center line and extended center line 10.9 feet to a point in the center of the concrete pavement; thence continuing West along said last described line extended (being also the North line of a 10.06 acre parcel of land conveyed to Clairmarie Vanek by deed dated March 25, 1959 and recorded April 6, 1959 in book 1954, page 319 as Document 886279) 1094.7 feet to a point on the Easterly right of way line of the Chicago, Aurora and Elgin Railway; thence Northwesterly along the said Easterly right of way line of railway on a curve to the right having a radius of 2814.93 feet a distance of 148.82 feet for the point of beginning; thence East on a line parallel to and 140.0 feet North of, as measured at right angles, to the said North line of said Vanek 10.06 acre parcel of land, a distance of 1188.07 feet to the said center of the concrete pavement of State Highway No. 25; thence Northeasterly along said center line to a line drawn parallel with and 532.62 feet South of, measured at right angles, the North line of Section 1; thence West along said parallel line to the Easterly line of the aforesaid right of way of the Chicago, Aurora and Elgin Railway; thence Southerly along said Easterly line to the point of beginning, in the Township of St. Charles, Kane County, Illinois.

SECTION RECORD
KANE COUNTY, ILL.

201 SEP -8 AM 9:45

1930782
ELEANOR E. JUNGELS - RECORDER OF KANE COUNTY

Eleanor E. Jungels
RECORDER

AFFIDAVIT - PLAT ACT

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

Andrea M. Gordon, being duly
sworn on oath, states that she resides at 2754 N. Hampden Court,
Chicago, Illinois 60614. That the attached deed is
not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes
for one of the following reasons:

1. The sale or exchange is of an entire tract of land not being a part of a larger tract of land.
2. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division is of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
5. The conveyance is of parcels of land or interests therein for use as right-of-way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance is of land for highway or other public purpose or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. The conveyance is made to correct descriptions in prior conveyances.
9. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
10. The sale is of a single lot of less than 5 acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973, and a survey of said single lot having been made by a registered land surveyor.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that she makes this affidavit for the purpose of inducing the Recorder of Kane County, Illinois, to accept the attached deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached deed and the tract described therein.

Andrea M. Gordon

SUBSCRIBED and SWORN to before me this 2nd day of September, A.D., 1988

Thelma Strong
Notary Public

1930782

2024K013099

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 4/22/2024 9:24 AM
REC FEE: 59.00 RHSPS: 18.00
PAGES: 5

Recording requested by and
when recorded mail to:

Prepared by/Return to:
Greenwood Sustainable Infrastructure LLC
Lauryn Ostermaier
140 Foundry Street
Baden, ON N3A 2P7

(space above this line for recorder's use)

MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of March 22, 2024 (the "Effective Date"), between Tri-County Landfill Co., an Illinois Corporation ("Seller"), and GSI Development Corp., a Delaware corporation ("Purchaser"), in light of the following facts and circumstances:

RECITALS:

WHEREAS, Seller and Purchaser have entered a Real Estate Purchase Option Agreement dated as of the Effective Date with respect to property more specifically described herein (as heretofore or hereinafter amended, restated, or supplemented from time to time, the "Option Agreement"); and

WHEREAS, Seller and Purchaser desire to set forth certain terms and conditions of the Option Agreement in a manner suitable for recording in the official real property records maintained by the County of Kane (the "Official Records"), in order to provide record notice of the Option Agreement and Purchaser's rights in and to the land subject to the Option Agreement, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. Description of Property. The land subject to the Option Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").

2. Grant of Option. Seller hereby grants to Purchaser, pursuant to the Option Agreement, an exclusive and irrevocable option (the "Option") to purchase the Property or a subdivided portion thereof on the terms and conditions set forth in the Option Agreement. The entire Option Agreement is hereby incorporated into this Memorandum by reference. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change, or affect the terms, covenants, or conditions of the Option Agreement, all of which terms, covenants, and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the

Option Agreement, the terms of the Option Agreement shall prevail.

3. Term of Option Agreement. Unless earlier terminated, as provided in the Option Agreement, the term of the Option shall be for a thirty-six (36) month period beginning on the Effective Date until the Expiration Date. Closing of the transaction contemplated by the Option Agreement shall occur within ninety (90) days following Purchaser's exercise of the Option, in accordance with the Option Agreement, or as the parties may otherwise mutually agree.

4. Names and Addresses of Parties. The names and addresses of the parties to the Option Agreement are as follows:

Seller:

Tri-County Landfill Company, Inc.
Attn: David Evenhouse
11701 Cooper Way
Orland Park, IL 60467
dje@evenhousecpa.com

Purchaser:

General Counsel
GSI Development Corp.
140 Foundry Street
Baden, Ontario
N3A 2P7
general.counsel@greenwoodinfra.com

5. Successors and Assigns. The terms of this Memorandum and the Option Agreement are covenants running with the land and inure to the benefit of, and are binding upon, Purchaser and Seller and their respective heirs, executors, administrators, legal representatives, successors and assigns, including all subsequent owners of all or any portion of the Property. References to Seller and Purchaser include their respective heirs, executors, administrators, legal representatives, successors and assigns. References to the Option Agreement includes any amendments thereto.

6. Miscellaneous. This Memorandum is executed for the purpose of recording in the Official Records, in order to provide public record notice of the Option Agreement and Purchaser's rights in and to the land subject to the Option Agreement. All persons are hereby put on notice of and shall have a duty to inquire regarding the Option Agreement and all of the provisions thereof and the rights, title, interests, and claims of Purchaser in and to the Property. Any right, estate, claim, or interest in the Property first attaching to the Property and recorded from and after the Effective Date shall be subordinate to the terms of the Option Agreement. If Purchaser acquires fee simple title to any portion of the Property, Purchaser shall have the right, at Purchaser's option, to terminate any such subordinate right, estate, claim, or interest, at no cost or liability to Purchaser, or to accept title subject thereto. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. All defined terms used herein and not otherwise defined shall have the meaning or definition set forth in the Option Agreement. In the event that the terms, conditions and provisions of this Memorandum conflict with the terms, conditions and provisions of the Option Agreement, the terms, conditions and provisions of the Option Agreement shall control.

[The remainder of this page is intentionally left blank.]

SELLER:

Tri-County Landfill Co., an Illinois Corporation

By: David Evenhouse
Name: David Evenhouse
Title: Secretary

ACKNOWLEDGMENT

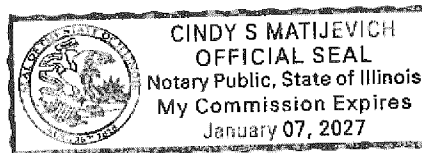
STATE OF IL)
) : SS.
COUNTY OF Will)

On the 24 day of MARCH, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID EVEN HOUSE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Cindy S. Matijevich
Notary Public

Printed Name: CINDY S. MATIJEVICH

My Commission Expires: 01-07-2027



PURCHASER

GSI Development Corp., a Delaware corporation

By: 
Name: Joseph Sacks
Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF NEW YORK)
):SS.
CITY OF NEW YORK)

On the 22 day of March, in the year 2024, before me, the undersigned, a Notary Public in and for said Province, personally appeared Joseph Sacks, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

Printed Name: Noa Weingarten

My Commission Expires: March 21, 2027 / My commission does not expire.

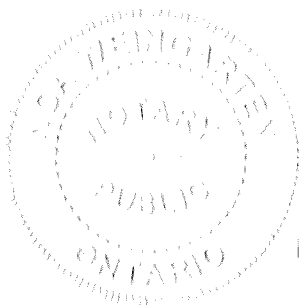


EXHIBIT A to Memorandum

LEGAL DESCRIPTION

That part of the North Half of Section 1, Township 40 North, Range 8 East of the 3rd Principal Meridian, described as follows: Commencing at the North East corner of said Section 1; thence West along the North Line of said Section 1285.25 feet to the extended tangent center line from the South of the concrete pavement on State Highway No. 25; thence Southwesterly along said center line and said line extended 2088.0 feet; thence Westerly along a line making an angle of $102^{\circ} 49'$ measured from North East to North to West, with said described center line and extended center line 10.9 feet to a point in the center of the concrete pavement; thence continuing West along said last described line extended (being also the North line of a 10.06 acre parcel of land conveyed to Clairmarie Vanek by deed dated March 25, 1959 and recorded April 6, 1959 in book 1954, page 319 as Document 886279) 1094.7 feet to a point on the Easterly right of way line of the Chicago, Aurora and Elgin Railway; thence Northwesterly along the said Easterly right of way line of railway on a curve to the right having a radius of 2814.93 feet a distance of 148.82 feet for the point of beginning; thence East on a line parallel to and 160.0 feet North of, as measured at right angles, to the said North line of said Vanek 10.06 acre parcel of land, a distance of 1188.07 feet to the said center of the concrete pavement of State Highway No. 25; thence Northeasterly along said center line to a line drawn parallel with and 532.62 feet South of, measured at right angles, the North line of Section 1; thence West along said parallel line to the Easterly line of the aforesaid right of way of the Chicago, Aurora and Elgin Railway; thence Southerly along said Easterly line to the point of beginning, in the Township of St. Charles, Kane County, Illinois.



Sandy Wegman
Kane County Recorder
719 S Batavia Ave, Bldg C
Geneva, IL 60134
630-232-5935

2024K048304

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 12/30/2024 1:23 PM
REC FEE: 81.00 RHSPS: 18.00
PAGES: 5

Recording Cover Page

ASSIGNMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “*Agreement*”) is made as of December 23, 2024 (the “*Effective Date*”), by and among GSI DEVELOPMENT CORP. (f/k/a Saturn Power Corporation), a Delaware corporation (“*Assignor*”) and its subsidiary, TRI-COUNTY SOLAR LLC an Illinois limited liability company (“*Assignee*”). Assignor and Assignee each may be referred to herein as a “*Party*”, and collectively as the “*Parties*”.

RECITALS

WHEREAS, Assignor and Tri-County Landfill Co. (the “*Landlord*”) are parties to certain Option Purchase Agreement dated March 22, 2024, including any and all amendments, addendums, and modifications thereto, pursuant to which the Landlord granted the Assignor the option to purchase the parcel located at 7N 904 Illinois Route 25, Elgin, IL 60177, situated in Kane County, State of Illinois, bearing the Parcel ID: 09-01-200-017 (the “*Contract*”);

WHEREAS Assignee desires to take assignment of the Contract;

WHEREAS pursuant to the terms of the Contract, Assignee has agreed that all obligations of Assignor under the Contract will be borne by Assignee; and

WHEREAS Assignor desires to assign, transfer and set over to Assignee all of its right, title, interest and benefit in the Contract, and Assignee desires to assume from Assignor all of its right, title, interest and benefits in the Contract, and any obligations and liabilities with respect to the same.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns and delegates to Assignee all of its rights and obligations in the Contract.

2. Assumption. Assignee hereby assumes all of the rights and obligations of Assignor in the Contract.

3. Consent and Assumption. Assignee agrees to be bound by and to perform all obligations that accrue or arise under the Contract in accordance with the terms and conditions of the Contract and assumes all obligations and duties of the Assignor under the Contract, as if Assignee were the original party to the Contract.

4. Acceptance of Substitute Performance and Release and Discharge. Assignee is Assignor’s successor in interest in and to the Contract and agrees to solely undertake the performance of the obligations and duties under the Contract without recourse to Assignor. It is intended that this substitute performance by Assignee constitute a novation of the obligations and duties under the Contract formerly owed by Assignor. Assignee hereby absolutely and irrevocably releases and discharges Assignor from all claims, demands, liabilities and obligations under the

Contract, however arising.

5. Indemnity. The Assignee shall fully indemnify Assignor and keep Assignor fully indemnified at all times against any loss, damage or costs suffered, sustained or incurred by Assignor as a result of any act or omission of Assignee which occurs after the Effective Date. Nothing in this agreement shall affect or prejudice any claim or demand whatsoever which the Assignor and Assignee may have against each other relating to matters arising prior to the Effective Date.

6. Representations and Covenants. Each Party hereto represents and warrants that it has all necessary power, capacity and authority to enter into this Agreement, it has taken all necessary action to execute and has duly executed this Agreement and this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

7. Further Assurances. Subject to the terms of this Agreement, the parties hereto shall take all reasonable and lawful action as may be necessary or appropriate to cause the intent of this Agreement to be carried out.

8. Successors and Assigns. This Agreement shall be binding upon the Parties hereto, and their respective successors and assigns. The terms and conditions of this Agreement shall survive the consummation of the transfers provided for herein.

9. Governing Law. This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the state of New York, without giving effect to principles of conflicts of law.

10. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof.

11. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

12. Counterparts. This Agreement may be executed in any number of electronic counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

[SIGNATURE PAGE FOLLOWS]

Noa Weingarten
My commission does not expire.

ASSIGNEE

TRI-COUNTY SOLAR LLC

By: 

Name: Mazen Turk

Title: Authorized Signatory

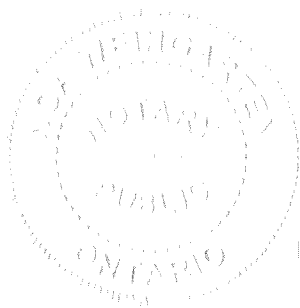
ACKNOWLEDGMENT

PROVINCE OF: ONTARIO)

) ss:

CITY OF: BADEN)

On the 23rd day of December, in the year 2024, before me, the undersigned notary public, personally appeared Mazen Turk, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.





Notary Public

Noa Weingarten

My commission does not expire.