

**FIRST AMENDMENT TO
SOLAR LEASE AND EASEMENT AGREEMENT**

This FIRST AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT (this “**Lease Amendment 1**”) dated as of October __, 2024, and is entered into by and between the BOARD OF EDUCATION OF HARLEM CONSOLIDATED SCHOOL DISTRICT 122, an Illinois School District lawfully formed under the Illinois School Code, 105 ILCS 5/1 et Seq., successor to Multiple County Regional Board of School Trustees, Winnebago and Boone Counties, Illinois, for the use of School District 122, Winnebago County (“**Grantor**”), and Harlem School Solar LLC, a Delaware limited liability company (“**GRANTEE**”), each, a “**Party**”, and collectively, the “**Parties.**”

RECITALS

WHEREAS, Grantor and Grantee are parties to that certain Solar Lease and Easement Agreement dated as of September 19, 2024 (“Lease”); and

WHEREAS, the Parties desire to make certain amendments and modifications to the Lease as set forth herein; and

WHEREAS, Grantor and Grantee hereby attest, certify and confirm to each other that the Lease is in full force and effect, and not in default by either Party; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, on behalf of themselves, their successors and assigns, hereto agree as follows:

I. AMENDMENTS

1. Amendments and Clarifications.

- a. Section 2, Grant of Additional Easements. Section 2 to the Lease will include an additional provision, Section 2.3, Solar Easement. and is comprised of the following:

- i. “2.3 *Solar Easement. The Lease includes the following with respect to the Solar Easement granted thereunder, which the Parties agree runs with and burdens the Property for the Site (defined below), the Solar Facilities, and the Lessee:*

(a) *Open Access to Sun. Pursuant to Section ~~2.11.2~~ of the Lease, Lessor granted and conveyed, and hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for the following: the open and unobstructed access to the sun to any Solar Facilities and to ensure adequate exposure of the Solar Facilities to the sun. Lessor will not materially interfere nor allow material interference with the solar speed or solar direction over the Premises, or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities. In addition, Lessor hereby grants and conveys to Lessee*

an exclusive easement prohibiting any obstruction to the open and unobstructed access to the sun (together with the preceding sentence, the "Solar Easement") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Facility is or may be located at any time from time to time (each such point referred to as a "Site") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) Lessor Improvements. Pursuant to the Lease, except for those on the Premises trees, buildings and other improvements located on the Property as of the date of this Lease will be allowed to remain, and Lessee may not require their removal. Lessor may not place or plant any trees, buildings or improvements (an "Improvement") on the Property after the date of the Lease which may, in Lessee's sole judgment, impede or materially interfere with the open and unobstructed access to the sun to any Site or Facility, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Subject to the foregoing, Lessor may construct an Improvement on the Property if such Improvement meets all of the following requirements:

(i) Such Improvement poses no interference with any part of the Solar Facilities located on the Premises; and

(ii) Such Improvement has a Maximum Height = (distance to fence line) + 20' / 3, with such Improvements being located at least 20' from the nearest fence line of the Premises

(an Improvement that complies with all of the foregoing restrictions will be referred to as a "Permitted Improvement"). Lessor may construct such Permitted Improvements without the prior consent of Lessee. However, should Lessor construct an Improvement that is determined by Lessee to violate or not be in compliance with any of the restrictions of this section of the Lease, Lessee may provide notice to Lessor that said Improvement must be removed within thirty (30) days of Lessor's receipt of Lessee's notice. Should Lessor fail to remove the non-complying Improvement within such thirty (30) day period, Lessee may cause the same to be removed and may off-set the cost of the removal against any lease payments due hereunder to Lessor.

(c) No Interference. Pursuant to the Lease, Lessor has agreed and does hereby agree it will not materially interfere with and will not allow any other party to materially interfere with, the free, unobstructed and open and

unobstructed access to the sun, solar speed or solar direction over and across the Premises.”

- b. Exhibit A, Legal Description of the Property. Exhibit A attached to the Lease is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
 - c. Exhibit B, Leased Area. Exhibit B attached to the Lease is hereby deleted in its entirety and replaced with Exhibit B attached hereto.
 - d. Exhibit C, Payment Terms. 3. Operating Fees. Exhibit C, paragraph 3. *Operating Fees.* and subparagraph (a) *Fixed Fee Rent.* to the Lease is hereby deleted and replaced with the below (for the avoidance of doubt, subparagraphs (b) and (c) to this section are unaltered):
 - i. “3. *Operating Fees. Beginning on the first date on which the Project generates power in commercial quantities on a continual basis and such power is delivered to the grid as declared by Grantee (the "Operations Date(s))" and ending on the date on which Grantee ceases to operate the Solar Generating Equipment on the Property, Grantee shall pay to Granter the below annual amounts (collectively "Operating Fees"). Notwithstanding the above, Granter acknowledges that Grantee may build the Project in phases and all of the Property may not be included in the initial phase or subsequent phase(s). The portion of the Property on which Solar Power Facilities are installed as of the Operations Date(s) shall be referred to herein as the "Lease Area".*
 - (a) *Fixed Fee Rent. Grantee shall pay to Granter a fixed fee of TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00) multiplied by the number of acres of the Lease Area at the Operations Date(s) (the "Fixed Fee Rent"). The number of acres of the Lease Area shall be determined by a survey prepared by a surveyor licensed in the state in which the ~~Developed~~ Property exists. Within ninety (90) days of the Operations Date(s), Grantee shall have such licensed surveyor complete a survey of the Lease Area for purposes of this paragraph of the Lease;*
 - e. Exhibit C, Payment Terms. 6. Scholarship. Exhibit C, 6. *Scholarship.* to the Lease is hereby amended as follows to clarify the timing of the payment:
 - i. “*Grantee shall fund in the amount of TEN THOUSAND AND 00/100 (\$10,000.00) per year plus an annual increase of two percent (2%), a scholarship to a local student until the expiration of the Term of this Agreement. Such payment shall be included with the annual payment for the applicable year of the Lease Term.*”
2. Lease Unchanged. Except as amended hereby, the Lease and all terms and conditions thereof shall continue and remain in full force and effect.

II. MISCELLANEOUS

1. Counterparts. This Lease Amendment 1 may be executed in one or more counterparts, all of which when so executed and delivered (including by e-mail or other electronic transmission) shall be an original, but all of which together shall constitute one and the same instrument.
2. Governing Law. THIS LEASE AMENDMENT 1 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.
3. Successors and Assigns. This Lease Amendment 1 shall be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns.
4. Capitalized Terms. Capitalized terms used in this Lease Amendment 1 but not defined herein shall have the meaning ascribed to such terms in the Lease.
5. Ratification. Except as hereby amended, the Lease is hereby ratified in all respects.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Land Lease and Solar Easement and Estoppel to be duly executed and delivered as of the Effective Date set forth above.

GRANTOR:

**BOARD OF EDUCATION OF HARLEM
CONSOLIDATED SCHOOL DISTRICT 122, an Illinois
School District lawfully formed under the Illinois School
Code, 105 ILCS 5/1 et Seq., successor to Multiple County
Regional Board of School Trustees, Winnebago and
Boone Counties, Illinois, for the use of School District 122,
Winnebago County,
a public school district**

By: _____

Name: _____

Title: _____

GRANTEE:

**Harlem School Solar LLC,
a Delaware limited liability company**

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of the Property

THE EAST HALF (½) OF THE WEST HALF (½) OF THE SOUTHWEST QUARTER (¼) OF SECTION TEN (10) IN TOWNSHIP FORTY-FIVE (45) NORTH OF RANGE TWO (2) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES BY DEED RECORDED JULY 18, 1977 ON MICROFILM 77-18-1305.

EXCEPT THAT PORTION OF LAND CONVEYED TO THE COUNTY OF WINNEBAGO, ILLINOIS BY WARRANTY DEED DATED DECEMBER 18, 2003 AND RECORDED DECEMBER 30, 2003 AS DOCUMENT NO. 3115483.

AND EXCEPTING THAT PORTION OF LAND CONVEYED TO THE COUNTY OF WINNEBAGO, ILLINOIS BY WARRANTY DEED DATED JULY 3, 2007, AND RECORDED JULY 9, 2007 AS DOCUMENT NO. 200700743985.

EXHIBIT B

Leased Area

Tax Parcel No. 08-10-300-019 Section

10, Township 45, Range 2

LEASE AREA 1 DESCRIPTION

THAT PART OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 45 NORTH, RANGE 2 EAST, THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88° 02' 45" EAST ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 1327.24 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10 AS SHOWN ON A SURVEY BY WILLIAMS & WORKS, PROJECT NUMBER 224070, LAST REVISED JUNE 26, 2024; THENCE SOUTH 01° 13' 52" EAST ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 64.72 FEET (DEEDED 65 FEET) TO THE EASTERLY EXTENSION OF THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO THE COUNTY OF WINNEBAGO, ILLINOIS IN DOCUMENT NUMBER 200700743985 IN THE OFFICE OF THE RECORDER OF WINNEBAGO COUNTY, ILLINOIS; THENCE SOUTH 88° 02' 45" WEST ON SAID NORTH PARCEL LINE AND ITS EASTERLY EXTENSION 304.12 FEET TO THE NORTHWEST CORNER OF SAID COUNTY OF WINNEBAGO, ILLINOIS PARCEL AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 01° 57' 15" EAST (DEEDED SOUTH 00° 41' 50" WEST) ON THE WEST LINE OF SAID COUNTY OF WINNEBAGO, ILLINOIS PARCEL AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF SWANSON ROAD 70.00 FEET; THENCE SOUTH 48° 47' 51" EAST (DEEDED SOUTH 47° 32' 26" EAST) ON SAID WEST PARCEL LINE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE 62.82 FEET; THENCE SOUTH 40° 57' 31" EAST 157.00 FEET; THENCE SOUTH 25° 44' 51" EAST 231.26 FEET; THENCE SOUTH 00° 58' 35" EAST 1172.87 FEET; THENCE NORTH 89° 58' 34" WEST 365.40 FEET; THENCE NORTH 00° 02' 34" EAST 385.08 FEET; THENCE NORTH 90° 00' 00" WEST 198.12 FEET; THENCE NORTH 00° 00' 00" EAST 1195.24 FEET; THENCE NORTH 67° 56' 13" EAST 59.68 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SWANSON ROAD, SAID POINT BEING A POINT ON THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO THE COUNTY OF WINNEBAGO, ILLINOIS IN DOCUMENT NUMBER 3115483 IN THE OFFICE OF THE RECORDER OF WINNEBAGO COUNTY, ILLINOIS THAT IS 124.22 FEET NORTH 88° 02' 45" EAST (DEEDED NORTH 89° 17' 43" EAST) AND 15.00 FEET SOUTH 01° 57' 15" EAST (DEEDED SOUTH 00° 42' 17" EAST) OF THE SOUTHWEST CORNER OF SAID COUNTY OF WINNEBAGO, ILLINOIS PARCEL; THENCE NORTH 88° 02' 45" EAST (DEEDED NORTH 89° 17' 43" EAST) ON THE SOUTH LINE OF SAID COUNTY OF WINNEBAGO, ILLINOIS PARCEL AND THE SOUTH RIGHT OF WAY LINE OF SWANSON ROAD 235.05 FEET TO THE POINT OF BEGINNING. CONTAINING 17.288 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, U.S. SURVEY FEET.

LEASE AREA 2 DESCRIPTION

THAT PART OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 45 NORTH, RANGE 2 EAST, THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 THAT IS 1092.37 FEET NORTH 87° 49' 26" EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 00° 00' 00" WEST 25.47 FEET; THENCE NORTH 90° 00' 00" WEST 345.00 FEET; THENCE NORTH 00° 00' 00" EAST 627.63 FEET; THENCE NORTH 90° 00' 00" EAST 111.05 FEET; THENCE SOUTH 40° 57' 31" EAST 145.79 FEET; THENCE SOUTH 00° 00' 00" EAST 183.72 FEET; THENCE NORTH 90° 00' 00" EAST 217.94 FEET; THENCE SOUTH 00° 00' 00" EAST 333.82 FEET; THENCE NORTH 90° 00' 00" WEST 54.55 FEET; THENCE SOUTH 00° 00' 00" EAST 24.52 FEET TO SAID SOUTH LINE; THENCE SOUTH 87° 49' 26" WEST ON SAID SOUTH LINE 25.02 FEET TO THE POINT OF BEGINNING. CONTAINING 4.541 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, U.S. SURVEY FEET.