

SOLAR ROOFTOP SITE LEASE AGREEMENT

This Solar Rooftop Site Lease Agreement ("Lease"), dated as of _____ ("Effective Date"), is by and between IGS Solar, LLC, an Ohio limited liability company ("Tenant"), and Pleasantdale School District 107, Cook County Illinois ("Landlord"), each a "Party" and collectively, the ("Parties").

Recitals

A. Landlord is the owner in fee of the real property, including all buildings and improvements, located at 7450 S. Wolf Rd., Burr Ridge, IL 60527, as more particularly described in Exhibit A hereto ("Landlord's Property").

B. Tenant is engaged in the design, engineering, procurement, installation, ownership and operation of solar photovoltaic electric power production facilities and requires access to and use of certain portions of Landlord's Property identified in Exhibit B attached hereto ("Leased Property"), including rooftop space, from Landlord in order to install, maintain, and operate a solar photovoltaic electric power production Solar Facility and related equipment (the "Solar Facility") thereon.

C. As consideration for Tenant generating the electric power at the Solar Facility in accordance with the terms of a separate Power Purchase Agreement ("PPA"), Landlord is willing to lease such portion of Landlord's Property for such purpose, all on and subject to the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Tenant and Landlord agree as follows:

SECTION 1. DEFINITIONS

All capitalized terms used herein and not otherwise defined shall have the following meanings:

"Applicable Law" means any Law that is applicable to a Party to this Lease, the transactions described herein or the Solar Facility.

"Bankruptcy Event" means, with respect to a Party, that such Party has (a) made a general assignment for the benefit of creditors or an agent authorized to liquidate its assets, (b) become the subject of bankruptcy or insolvency proceedings or other proceedings for relief under any bankruptcy or other law for the relief of debtors, where, with respect to an involuntary petition in bankruptcy, the petition shall not have been stayed within sixty (60) days, (c) applied to a court for the appointment of a receiver or custodian for substantially all of its assets or properties, with or without consent, and such receiver is not discharged within sixty (60) days after appointment, or (d) adopted a plan of liquidation of its assets.

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required by law to remain closed.

"Commercial Operation" means that the Solar Facility is mechanically complete, capable of providing electricity to the Utility distribution system, and has permission to operate from the relevant Governmental Authority.

"Commercial Operation Date" means the date that the Solar Facility achieves Commercial Operation, which will be designated by Tenant in a notice to Landlord.

"Decommissioning Obligations" means, with respect to Tenant, the obligation to decommission the Solar Facility and remove all components of the Solar Facility from the Leased Property, and with respect to Landlord, the obligation to provide Tenant access to the Leased Property throughout the Decommissioning Period, and as further described herein.

"Decommissioning Period" means the one hundred eighty (180) day period commencing at the expiration or earlier termination of this Lease.

"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.

"Hazardous Materials" means any of the following, in any amount: (a) oil, petroleum products, and their byproducts, regardless of the petroleum exclusion contained in CERCLA; (b) asbestos in any form, urea formaldehyde and polychlorinated biphenyls; (c) any radioactive substance; (d) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (e) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous wastes, restricted hazardous wastes, toxic substances, toxic pollutants, solid waste, or words of similar import in any federal, state or local Law now existing or existing on or after the Effective Date as the same may be interpreted by any Governmental Authority.

“Hazardous Materials Laws” means any federal, state or local statutes, laws, ordinances or regulations now existing or existing after the Effective Date that control, classify, regulate, list or define Hazardous Materials. Without limiting the foregoing in any way, “Hazardous Materials Laws” include (a) the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; and (b) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), as amended from time to time, and regulations promulgated thereunder.

“Law” means any law, constitutional provision, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, court order, registration, license, franchise, permit, authorization or guideline issued by a Governmental Authority.

“Liens” means any liens, easements, security interests, pledges, charges, options or other encumbrances.

“Solar Facility” means the solar photovoltaic electric power production system and related equipment including wiring, cabling, inverters, transformers, support structures, racking, battery systems, interconnection facilities and/or similar equipment or components, which will be installed, maintained, and operated on the Lease Property.

“Term” means the Initial Term, Commercial Operation Term, and any Renewal Period.

“Utility” means Commonwealth Edison.

SECTION 2. LEASE; APPURTENANT RIGHTS.

(a) Leased Property. Landlord hereby grants to Tenant and Tenant hereby leases from Landlord, an exclusive and irrevocable right to access and use the Leased Property, for the Term, together with the rights and privileges, and on and subject to the terms and conditions, of this Lease.

(b) Easement and Appurtenant Rights. Landlord hereby grants to Tenant, for the duration of the Term, an access easement and right of way easement over, across, and through Landlord’s Property, and any surrounding or nearby premises owned by Landlord, in order for Tenant, its employees, invitees, agents, contractors and subcontractors to access the Leased Property and to build, maintain, and install any road, improvements, equipment, fences, transmission, distribution lines, or anything else reasonably necessary for the access, construction, maintenance, or operation of the Solar Facility.

(c) Landlord’s Use. Tenant will coordinate access points with Landlord and will not, in its use of the easements and appurtenant rights granted hereunder, unreasonably interfere with Landlord’s use of Landlord’s Property.

(d) Insolation. Landlord recognizes that the economic viability of the Solar Facility for Tenant depends on Landlord, and those claiming by through or under Landlord, taking all reasonable steps to ensure that their use of that portion of Landlord’s Property not covered by this Lease, as well as their use of any and all nearby property now owned or hereafter owned or acquired by them, does not, directly or indirectly, block, interfere with or otherwise impede the maximum access of the Solar Facility to sunlight. Landlord, for itself and its successors and assigns and those claiming by through and under them (“Landlord Parties”), hereby grants to Tenant, and those claiming by, through and under Tenant (the “Tenant Parties”), a solar access easement, coterminous with the Term, which shall burden the Landlord’s Property and any and all adjacent property to which any one or more of Landlord Parties may, now or hereafter, acquire title to (collectively, “Landlord’s Properties”) and benefit the Leased Property (the “Solar Access Easement”), on the following terms: (i) Landlord shall not construct or permit to be constructed any structure on the Landlord’s Property that could adversely affect insolation levels for the Solar Facility. If Landlord becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation at the Leased Property, Landlord shall advise Tenant of such information and reasonably cooperate with Tenant in taking measures to preserve existing levels of insolation for the Solar Facility; (ii) No objects shall be placed on any of Landlord’s Property, or use made thereof by any of Landlord Parties including without limitation, tenants leasing any portions of Landlord’s Properties, or mortgage holders or holders of other Liens recorded against Landlord’s Properties, that overshadow the Solar Facility or otherwise obstruct passage of sunlight to the Solar Facility; and (iii) if applicable, Tenant Parties may, at any time and from time to time, trim or remove vegetation on and from Landlord’s Properties and take other reasonable steps as may be necessary to prevent overshadowing and obstruction of the Solar Facility, including without limitation topping, trimming, thinning, cutting down and removing all trees, tree limbs and other vegetation on and from that area of Landlord’s Property shown as “*Vegetation Removal Area*” on the sketch plan attached hereto as Exhibit B. At Tenant’s request, the Parties shall prepare and record an instrument documenting such Solar Access Easement, in form and substance reasonably satisfactory to Tenant. Landlord acknowledges and agrees the terms of the above Solar Access Easement are material terms and that violation of the Solar Access Easement for fifteen (15) days or more at any time during the Term, or for two (2) or more times during any twelve (12) month period during the Term shall be deemed a constructive eviction of Tenant from the Leased Property, entitling Tenant to terminate this Lease in addition to any other rights or remedies available to it.

SECTION 3. TERM.

(a) Initial Term. The initial term of this Lease ("Initial Term") will commence on the Effective Date and will terminate on the Commercial Operation Date.

(b) Commercial Operation Term. The commercial operation term of this Lease ("Commercial Operation Term") will commence on the Commercial Operation Date and will continue for a period of twenty-five (25) years therefrom, unless sooner terminated in accordance with the terms hereof.

(c) Option to Renew. Tenant shall be entitled to renew this Lease, at its sole option, for two (2) additional five (5) year terms ("Renewal Period") by providing written notice to Landlord of its intent to so renew the Lease, delivered on or before ninety (90) days prior to the end of the Term. All terms and conditions of this Lease shall be and remain in full force in effect during the Renewal Period, if any.

(d) Early Termination.

(i) During the Initial Term, Tenant may terminate this Lease, for any reason, effective upon thirty (30) days' written notice to Landlord. Upon termination of this Lease pursuant to this Section 3(d)(i), the Parties shall have no further liability to one another, with the exception of the Decommissioning Obligations during the Decommissioning Period, if applicable.

(ii) During the Commercial Operation Term, Tenant may terminate this Lease, for any reason, effective upon ninety (90) days' written notice to Landlord. Upon termination of this Lease pursuant to this Section 3(d)(ii), the Parties shall have no further liability to one another, with the exception of the Decommissioning Obligations during the Decommissioning Period.

SECTION 4. RENT PAYMENTS.

(a) Rent. The rent to be paid to Landlord by Tenant shall be an amount as identified in Schedule 1 ("Rent"). The Rent shall be paid annually. During the Initial Term, the first payment of Rent shall be paid to Landlord within ten (10) days of the Effective Date and on or before each anniversary thereafter. During the Commercial Operation Term, the first payment of Rent shall be paid to Landlord within ten (10) days of the Commercial Operation Date. Each subsequent payment shall be due on or before the anniversary of the Commercial Operation Date. Landlord acknowledges and agrees that the Rent is the only rent Tenant shall be obligated to pay Landlord. Tenant may, at its sole option, pay in advance all or any portion of Rent to become due hereunder.

(b) Method of Payment. Rent may be paid by check or wire transfer. Upon request by Tenant, Landlord shall provide Tenant with account information to which wire transfers may be made.

SECTION 5. TAXES.

Tenant shall pay all personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Tenant's occupancy and use of the Leased Property. Landlord shall pay all: (i) real and personal property taxes relating to the Landlord's Property, (ii) inheritance or estate taxes imposed upon or assessed against the Landlord's Property, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or payments derived from the Landlord's Property by Landlord, and (iv) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind that are adopted by any public authority after the date hereof.

SECTION 6. INSTALLATION, OPERATION, AND OWNERSHIP OF THE SOLAR FACILITY.

(a) Landlord's Consent. Landlord agrees to allow Tenant and its contractors to install the Solar Facility on the building roof(s) identified in Exhibit B. Without limiting the foregoing:

(i) Landlord hereby consents to the construction of the Solar Facility by Tenant on the Leased Property, including, without limitation, installation of rooftop solar photovoltaic panels, mounting on substrates or supports, wiring and connections, and installation of power inverters, service equipment, metering equipment and utility interconnections.

(ii) Tenant shall also have the right from time to time during the term hereof:

1. to install, operate and maintain the Solar Facility on the Leased Property;
2. to clean, repair, and dispose of part or all of the Solar Facility;
3. to remove and replace all or any part of the Solar Facility;

4. to access the Leased Property with guests for promotional purposes during normal business hours and at other times as are acceptable to the Landlord in its reasonable discretion; and

5. to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Tenant, to carry out the activities set forth in this Section 6.

(iii) Landlord acknowledges that the installation of the Solar Facility will require physical mounting and adherence of parts of the Solar Facility to the building, its roof and structural supports, and fixtures appurtenant to the building, and Landlord consents to such mounting and adhering.

(b) Permits; Utility Upgrades. Tenant, at its cost and expense, will apply for and obtain all governmental permits, licenses, certificates, approvals, variances and other entitlements for use ("Permits") necessary for the installation and operation of the Solar Facility on the Leased Property. Landlord hereby consents to any action taken by Tenant in applying for and obtaining any and all Permits and hereby appoints Tenant its agent in connection with applying for and obtaining such Permits. Tenant shall also be responsible for payment for any upgrades to the building utility systems that Tenant deems necessary for the installation of the Solar Facility; provided, however, that in no event shall any such Permits or utility upgrades limit or in any way adversely affect Landlord's development rights with respect to the balance of Landlord's Property.

(c) Access; Operation; Repair and Replacement; Decommissioning. Landlord shall provide Tenant with all access to the Leased Property reasonably necessary to allow Tenant to install and maintain the Solar Facility, including ingress and egress rights through Landlord's Property and within the Leased Property, for Tenant and its employees, contractors and sub-contractors to access the rooftop solar photovoltaic panels and conduits and other electrical equipment that will interconnect the Solar Facility with the Utility electric distribution system. Landlord shall use commercially reasonable efforts to provide sufficient space for: the temporary storage and staging of tools, materials, cranes and other equipment; for the parking of construction crew vehicles and temporary construction trailers; for rigging and material handling; and for all other facilities reasonably necessary during the furnishing, installation, testing, commissioning, operating, maintaining, deconstruction, disassembly, decommissioning and removal of the Solar Facility. Landlord and its authorized representatives shall at all times have access to and the right to observe the installation work, subject to compliance with Tenant's safety rules, but shall not interfere with Tenant's work or handle any Tenant equipment or the Solar Facility without written authorization from Tenant. Tenant shall perform its installation, operations and maintenance work in a manner that avoids interference with Landlord and Landlord's guests' and customers' use of Landlord's Property, to the extent possible using commercially reasonable efforts. Tenant shall not interfere with the lawful use of Landlord's Property by Landlord's other tenants.

(d) Solar Facility and Output Ownership; Utilities; Malfunction or Damage.

(i) Landlord acknowledges and agrees that Tenant or one of its affiliates is the exclusive owner and operator of the Solar Facility, and that all equipment comprising the Solar Facility shall remain the personal property of Tenant and shall not become fixtures.

(ii) Landlord acknowledges that Tenant is the exclusive owner of the electricity produced by the Solar Facility and that Tenant is the owner of all environmental attributes and tax attributes attributable to the Solar Facility, along with any other products or services of any kind produced by the Solar Facility.

(iii) Tenant shall be responsible for the cost of station power service to the Solar Facility during the term of this Lease. Landlord shall permit Tenant to arrange for and install separate metering service from Utility or any other utility lawfully providing station power service.

(iv) Landlord shall make available to Tenant at no additional charge such amounts of potable water reasonably necessary to allow Tenant to perform periodic cleaning of the solar photovoltaic panels included in the Solar Facility.

(v) Each Party shall notify the other within twenty-four (24) hours following the discovery by it of any material malfunction of or damage to the Solar Facility. Each Party shall designate and advise the other Party of personnel to be notified in the event of such an occurrence.

SECTION 7. RESERVED.

SECTION 8. REPRESENTATIONS AND WARRANTIES AND COVENANTS OF LANDLORD.

(a) Authorization; Enforceability. The execution and delivery by Landlord of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Landlord or any valid order of any court, or regulatory agency or other body having authority to which Landlord is subject. This Lease constitutes a legal and valid obligation of Landlord, enforceable against Landlord in accordance with its terms, except as

may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(b) Title. Landlord represents and warrants that Landlord is the fee simple owner of, and has good and marketable title to, the Landlord's Property (including the Leased Property), subject to no Liens, and that Tenant shall have quiet and peaceful possession of the Leased Property and the Appurtenant 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. Landlord covenants and agrees to and with Tenant (i) not to allow any Liens against the Leased Property during the Term other than Liens expressly consented to by Tenant in writing or a Landlord Mortgage with respect to which a Nondisturbance Agreement in a form approved by Tenant has been executed pursuant to Section 17 (collectively, "Permitted Liens"), (ii) to promptly pay when due any and all obligations secured by Liens against the Leased Property (including Permitted Liens), (iii) not to allow any default to occur under obligations secured by Liens against the Leased Property (including Permitted Liens), and (iv) in accordance with Section 17, to obtain a Nondisturbance Agreement from the holders of all Landlord Mortgages. In lieu of paying amounts secured by Liens that are not Permitted Liens, Landlord may provide a bond or other adequate security in accordance with Applicable Law and the reasonable requirements of Tenant.

(c) No Interference. Landlord and its authorized representatives and invitees shall not conduct activities on, in or about the Leased Property, the building or the Landlord's Property in a manner that has a reasonable likelihood of causing damage to, impairment of, or otherwise adversely affecting the Solar Facility, and Landlord shall not permit any other Tenant at the Landlord's Property or any other person to do so.

(d) Roof Integrity and Maintenance. Landlord has examined Tenant's plans for the Solar Facility and has performed all requisite investigation and analysis necessary to determine that the roof upon which the Solar Facility will be installed is soundly constructed and of sufficient strength to support the Solar Facility without collapse or other failure. Landlord shall be responsible for performing and bearing the cost of all maintenance of the roof and shall maintain the roof in a condition equal to or better than that existing upon the Effective Date throughout the Term of the Lease. Landlord shall perform such maintenance using commercially reasonable efforts to minimize any disruption to the Tenant's construction, operation and maintenance of the Solar Facility. If the roof supporting the Solar Facility is damaged or destroyed by casualty of any kind or any other occurrence other than Tenant's negligence or willful misconduct, such that the operation of the Solar Facility is materially impaired or prevented, Landlord shall promptly repair and restore the roof to its pre-existing condition.

(e) Hazardous Materials. Landlord warrants that Landlord has no actual knowledge, after reasonable inquiry and review of readily available records, of any violations of Hazardous Materials Laws with respect to the Leased Property and has received no notice of any such violations from any Governmental Authority or otherwise.

SECTION 9. REPRESENTATIONS AND WARRANTIES AND COVENANTS OF TENANT.

(a) Authorization; Enforceability. The execution and delivery by Tenant of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Tenant or any valid order of any court, or regulatory agency or other body having authority to which Tenant is subject. This Lease constitutes a legal and valid obligation of Tenant, enforceable against Tenant in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(b) No Interference with Personal Property. Tenant and its authorized representatives and invitees shall not conduct activities on, in or about the Leased Property, the building or the Landlord's Property in a manner that has a reasonable likelihood of causing damage to, impairment of, or otherwise adversely affecting the personal property of others.

(c) Hazardous Materials. Tenant shall not introduce or use any Hazardous Materials on, in or under the Landlord's Property in violation of any Applicable Law. Tenant shall be fully responsible for, and shall protect, indemnify and defend Landlord against, any liability for the cost of cleanup or any other obligations relating to any contamination or pollution or violation of Hazardous Materials Laws related to the use of any Hazardous Materials on, in or under the building or the Landlord's Property, to the extent directly attributable to the actions of Tenant.

(d) Liens. Tenant shall ensure that the actions or inactions of Tenant or its authorized representatives shall not permit or cause any lien, claim, right or other encumbrance to attach to the Landlord's Property and agrees to discharge or provide a bond in lieu of discharge of any lien, claim, encumbrance or interest that attaches to the Landlord's Property.

SECTION 10. INSURANCE.

(a) Liability Insurance. Tenant shall maintain comprehensive, public liability insurance with respect to the Leased Property and the Landlord's Property of which the Leased Property is a part, in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate per annum with responsible companies qualified to do business in the state in which the Landlord's Property is located and in good standing therein insuring both Tenant and Landlord as additional insured against injury to persons or damage to property as provided. Landlord shall maintain insurance coverage of such types and amounts as may be customary and reasonable in light of Landlord's ownership of and activities conducted on Landlord's Property, naming Tenant as additional insured. The Parties shall provide each other with certificates for such insurance at or prior to the commencement of the Term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each insured named therein.

(b) Property Insurance. Landlord and Tenant shall each maintain on their respective personal property on or about the Landlord's Property a policy of "all risk" property insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100 percent (100%) of full replacement value of its personal property.

(c) Worker's Compensation. Landlord and Tenant shall each maintain Worker's Compensation Insurance, as required by law.

(d) Waiver of Subrogation. Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or any one claiming through or under them, by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties contained in or covered under the insurance policies carried by the releasing Party, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as, and to the extent that, the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover under them. Landlord and Tenant will request their respective insurance carriers to include a waiver of subrogation clause to the above effect in each insurance policy issued to them during the Term. If extra cost shall be charged therefor, the Party required to pay such cost shall advise the other thereof and of the amount of the extra cost, and said other Party, at its election, may pay the same, but neither Party shall be obligated to do so, so that if both Parties shall decline to pay the extra cost, or if either Party is unable to purchase said waiver of subrogation clause or endorsement at any price, this Section shall be null and void and of no further effect so long as the impediment to purchase shall last

SECTION 11. INDEMNITY

(a) Landlord Indemnification. Landlord shall indemnify, defend and hold harmless Tenant, Tenant's affiliates and Tenant's financing parties, and its and their respective shareholders, members, officers, directors, agents, trustees, representatives, and employees ("Tenant Indemnified Parties") from and against any and all third-party claims, damages, expenses, liabilities, injuries, and losses of every kind and nature ("Losses") arising from or out of (i) a breach by Landlord of any representation or warranty made by Landlord hereunder, or of any covenant to be performed by Landlord hereunder, or (ii) any environmental condition on or under Landlord's Property, including, without limitation, any Hazardous Materials, pollution or contamination that violates any Applicable Law including but not limited to Hazardous Materials Laws, that existed on or before the date of this Lease or that is caused by the actions or omissions of Landlord or any of Landlord's or Landlord's affiliates' employees, invitees, agents, contractors or subcontractors following the Effective Date, except to the extent such Losses are caused by any of the Tenant Indemnified Parties.

(b) Tenant Indemnification. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's affiliates, and its and their respective shareholders, members, officers, directors, agents, trustees, representatives, and employees ("Landlord Indemnified Parties") from and against any and all Losses arising from or out of (i) a breach by Tenant of any representation or warranty made by Tenant hereunder, or of any covenant to be performed by Tenant hereunder, (ii) personal injury or death to persons or damage or destruction of property of third parties due to the negligent acts or omissions or willful conduct of Tenant, its employees, contractors or agents, or (iii) any environmental condition on or under Landlord's Property, including, without limitation, any Hazardous Materials, pollution or contamination that violates any Applicable Law including but not limited to Hazardous Materials Laws, that is caused by Tenant or any of Tenant's or Tenant's affiliates' employees, invitees, agents, contractors or subcontractors following the Effective Date during the Term, except to the extent such Losses are caused by any of the Landlord Indemnified Parties.

(c) Survival. The Parties' insurance obligations hereunder shall continue throughout the Term and the Decommissioning Period and the Parties' indemnity obligations hereunder shall survive the expiration or earlier termination of this Lease.

SECTION 12. CONDEMNATION.

(a) Contests. 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 Leased Property, Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking.

(b) Termination. If, at any time during the Term, any Condemnor shall condemn all or substantially all of the Leased Property, or the Solar Facility, so that the purposes of this Lease are frustrated, then the interests and obligations of Tenant under this Lease in or affecting the Leased Property shall cease and terminate upon the earlier of (i) the date that the Condemnor takes physical possession of the Leased Property or the Solar Facility, (ii) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the Solar Facility on the Leased Property 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 and other obligations which by their terms survive the expiration or termination of the Lease.

(c) Right to Terminate. If, at any time during the Term any Condemnor shall condemn a portion, but not all or substantially all of the Solar Facility or the Leased Property, then the interest and obligations of Tenant under this Lease as to that portion of the Solar Facility or the Leased Property so taken shall cease and terminate upon the earlier of, (i) the date that the Condemnor takes possession of such portion of the Solar Facility or the Leased Property, (ii) the date that Tenant, in its sole judgment, is no longer able or permitted to operate the Solar Facility on the Leased Property, 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 Solar Facility or the Leased Property. If the Leased Property becomes insufficient or unsuitable for Tenant’s purposes hereunder, as determined by Tenant in its sole discretion, then Tenant shall have the right to terminate this Lease in accordance with this Section 12 as to the portion of the Leased Property to which Tenant continues to hold the rights, at which time this Lease shall terminate and the Decommissioning Period shall commence, and Landlord and Tenant shall be relieved of any further obligations and duties to each other under this Lease, except for the Decommissioning Obligations and any other obligations by their terms survive the expiration or termination of this Lease.

(d) Distribution of Award. For any taking covered by this Section 12, 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) The interest of Landlord shall be based on the value of Landlord’s interest in the Leased Property (but excluding any of Tenant’s interest in the Solar Facility or any other of Tenant’s improvements on the Leased Property), 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) The interest of Tenant shall be based on the value of Tenant’s interest in the Leased Property (determined at the time of the taking), including the value of the Solar Facility and Tenant’s other improvements for the Term, and any cost or loss that Tenant may sustain in the removal and/or relocation of any Solar 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 this Section 12 were to occur.

SECTION 13. ASSIGNMENT.

Tenant shall have the right to assign this Lease, without obtaining Landlord’s consent. Within thirty (30) days of the execution of any such assignment. Tenant will provide notice of the assignment to Landlord. Upon any such assignment in accordance with this Section 13, the term “Tenant” in this Lease shall refer to the entity that is assigned the rights and obligations of Tenant hereunder. Landlord may assign this Lease with prior written consent of Tenant, which shall not be unreasonably withheld or delayed.

SECTION 14. FINANCING.

(a) Financing Party. Notwithstanding any other provision, Tenant shall have the right to encumber its interest in this Lease, the Solar Facility and all of Tenant’s improvements located on the Leased Property by mortgage, lease, 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 person or persons providing all or a portion of the financing for the Solar Facility or any person or persons providing a refinancing of any such financing or any trustee for such person or persons (each, a “Financing Party”).

(b) Rights of Financing Party. In the event of a foreclosure or seizure of Tenant’s rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit such Financing Party to exercise any and all rights of Tenant hereunder, so long as there are no existing uncured defaults. Landlord further agrees to give each Financing Party sixty (60) days’ notice of and the opportunity to cure any Payment Default, defined in Section 16(b) below, by Tenant and ninety (90) days’ notice of and the opportunity to cure any Non-payment Default, defined in Section 16(b), by Tenant hereunder. In the event of a Non-payment Default a reasonable further opportunity to cure such default shall be provided if weather or access to the Premise is physically difficult before Landlord exercises any rights or remedies against Tenant as a result of such default.

Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 14. Landlord shall be timely provided with current addresses for all Financing Parties and their assignees.

(c) Amendment of Lease: Third Party Beneficiary. At Tenant's request, Landlord shall amend this Lease to include any provision that may reasonably be requested by an existing or proposed Financing Party, and shall execute such additional documents as may reasonably be required to evidence such Financing Party's rights hereunder; provided, however, that such amendment shall not materially impair the rights or increase the burdens or obligations of Landlord under this Lease, or extend the Term. Landlord shall be reimbursed for any reasonable costs, including reasonable attorney's fees, incurred for the review of any amendments or new agreements requested by a Financing Party or Tenant. Further, Landlord shall, within thirty (30) days after receipt of written request from Tenant or any existing or proposed Financing Party, execute and deliver thereto a certificate to the effect that Landlord (i) recognizes a particular entity as a Financing Party under this Lease and (ii) will accord to such entity all the rights and privileges of a Financing Party hereunder. All Financing Parties shall be and be deemed third party beneficiaries of the rights granted to Financing Parties under this Lease.

SECTION 15. DEFAULT AND REMEDIES.

(a) Default. If a material breach by either Landlord or Tenant of a provision of this Lease occurs (a "Default") and such Default remains uncured following the required notice and cure periods as provided below, the other Party shall have the right to terminate this Lease by providing notice of such termination to the defaulting Party ("Notice of Termination") and be entitled to exercise any other remedies provided in this Lease, in equity, or under Applicable Law, whereupon this Lease shall terminate and the Decommissioning Period shall commence. Landlord shall deliver any Notice of Termination to any Financing Parties of Tenant simultaneously with its delivery of such notice to Tenant. Upon receipt or delivery of a Notice of Termination by Tenant, Tenant shall promptly cease commercial operation of the Solar Facility and commence performance of the Decommissioning Obligations with respect to the Solar Facility. Landlord acknowledges and agrees that it has a duty to exercise commercially reasonable efforts to mitigate its damages upon Tenant's Default hereunder. The occurrence of a Bankruptcy Event shall constitute a Default by the Party to which such Bankruptcy Event applies.

(b) Notice and Opportunity to Cure. Any Default by a Party under this Agreement is either a Payment Default or a Non-Payment Default. A "Payment Default" shall mean the failure to make timely payments as provided herein and a "Non-Payment Default" shall mean any other Default. Landlord agrees to simultaneously notify the Tenant and all Financing Parties of Tenant of which it has been given notice of any Default by Tenant, which notice shall be sent to the address set forth herein and to such other addresses as might be subsequently provided to Landlord for said Parties and shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure. Tenant agrees to notify Landlord of any Default by Landlord, which notice shall be sent to the address set forth herein and as might be subsequently provided to Tenant and shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure. Any Party receiving notice of a Payment Default hereunder shall have the opportunity to cure said Payment Default within thirty (30) days of receipt of notice thereof. Any Party receiving notice of a Non-Payment Default shall have the opportunity to cure said Non-Payment Default within ninety (90) days of receipt of notice thereof hereunder or, in the event that a cure might take longer than ninety (90) days because of the nature of the Non-Payment Default, the Party in receipt of the notice of Non-Payment Default shall notify the non-defaulting Party of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the ninety (90) day period. No cure period shall apply in the event of any Default that is a Bankruptcy Event.

SECTION 16. FORCE MAJEURE.

If performance of this Lease or of any obligation hereunder 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 its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means: (i) acts of God, 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 government or any agency, subdivision or instrumentality thereof having, claiming, or asserting authority or jurisdiction over the subject matter, when any such act of government directly results in a Party's inability to perform its obligations, (iii) acts of civil disorder including acts of sabotage, acts of war, terrorism, 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, and (iv) failures resulting from fires or other casualties affecting generation equipment,

inverters, transformers, power lines, switching equipment, 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 17. SUBORDINATION; NON-DISTURBANCE; ESTOPPEL CERTIFICATE.

(a) Subordination. The Lease shall be subject and subordinate to any mortgage(s) now or subsequently granted by Landlord and recorded against the Leased Property and to any renewals, modifications, refinancings and extensions thereof ("Landlord Mortgages"), provided that the holder of any such Landlord Mortgage has executed and delivered to Tenant a Nondisturbance Agreement, in recordable form acceptable to Tenant, in its discretion, under the terms of which the holder of the Landlord Mortgage covenants and agrees to and with Tenant (i) not to disturb Tenant in its possession of the Leased Property or in the enjoyment of its rights hereunder, and (ii) to notify Tenant of any defaults by Landlord in the performance of its obligations secured by the Landlord Mortgage, and (iii) to provide Tenant a reasonable period of time after Tenant's receipt of notice of Landlord's default to cure said default (which period shall be not less than thirty (30) days in the event of payment defaults and sixty (60) days in the event of non-payment defaults, and which period shall be extended if default cannot reasonably be cured within a sixty (60) day period, provided Tenant has promptly commenced and is diligently performing actions to cure the default), before exercising any rights to foreclose upon or otherwise take ownership of the Leased Property. This clause shall be self-operative, but upon the written request of any holder of a Landlord Mortgage (a "Landlord Mortgagee"), Tenant shall execute a commercially reasonable subordination and non-disturbance agreement in favor of the Landlord Mortgagee. As an alternative, a Landlord Mortgagee shall have the right at any time to subordinate its Landlord Mortgage to this Lease. Upon request, the Tenant, without charge, shall attorn to any successor to the Landlord's interest in this Lease.

(b) Estoppel Certificate. Landlord and Tenant shall each, within ten (10) days after receipt of a written request from the other, execute and deliver a commercially reasonable form of estoppel certificate in favor of a Landlord Mortgagee, a Financing Party, a prospective purchaser of the Solar Facility, the Leased Property or the Landlord's Property, or such other party as may commonly request same, which estoppel certificate may include a certification as to the status of this Lease and the existence of any defaults hereunder.

SECTION 18. NOTICES.

All notices under this Lease shall be made in writing and sent to the addresses set forth below:

LANDLORD: Attn: _____
Pleasantdale School District 107
7450 S. Wolf Rd.
Burr Ridge, IL 60527
Email: _____

TENANT: Attn: Legal
IGS Solar, LLC
6100 Emerald Parkway
Dublin, Ohio 43016

With copies to
Solar.compliance@igs.com and legalnotices@igs.com

Notices shall be deemed received if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service to last known address of the intended recipient. A Party may change its address for delivery of notices hereunder by notice given in accordance with this Section. Notices will be deemed given upon receipt or upon the failure to accept delivery.

SECTION 19. RECORDATION.

(a) Memorandum of Lease. The Parties agree that this Lease shall not be recorded, but the Parties shall execute and record a Memorandum of Lease ("Memorandum of Lease") in recordable form with the applicable registry of deeds in the jurisdiction in which the Landlord's Property is located ("Registry of Deeds"), which Memorandum of Lease shall contain a reference to the

easements and covenants granted by Landlord to Tenant hereunder and shall otherwise be in form and content reasonably acceptable to Tenant. Recordation of the Memorandum of Lease shall be at Tenant's expense.

SECTION 20. MISCELLANEOUS PROVISIONS.

(a) Governing Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the state of Illinois, without reference to choice of law provisions. Venue for litigation between the Parties will be in the Circuit Court for Cook County, Illinois.

(b) Rules of Interpretation. The captions in this Lease are inserted only for convenience and will not affect the interpretation of any covenants. Also, no provision of this Lease will be construed against a party because that party drafted it.

(c) Entire Agreement/Amendment. This Lease, and the exhibits and schedules hereto, contain 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. Notice thereof shall be registered with the Registry of Deeds.

(d) Severability. If any covenant of this Lease is held unenforceable by any court having jurisdiction, no other covenants will be affected, and the court will modify the unenforceable covenant, consistent with the intent of the parties as evidenced in this Lease, to the minimum extent necessary so as to render it enforceable.

(e) Waiver. No covenants of this Lease will be waived except by the specific written consent of both parties.

(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 Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease.

(h) Signatures. Electronic signatures shall have the same effect as original signatures.

(i) Further Assurances. Upon the receipt of a written request from the other Party, or a Financing Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Section.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Tenant: IGS Solar, LLC By: _____ Name (printed): _____ Title: _____	Landlord: Pleasantdale School District 107, Cook County Illinois By: _____ Name (printed): _____ Title: _____
--	--

EXHIBIT A

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

That certain real property located in the County of Cook, State of Illinois described as follows:

Parcel 1:

The South 414 feet of the East 577.50 feet of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois.

Parcel 2:

Lots 10, 11, 12, 13, 14, 15 and 28 in Stanford Gardens, being a Subdivision of part of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, recorded February 16, 1955 in Book 438 of Plats, Page 9 as document 16151110, Cook County, Illinois.

EXHIBIT B

LEASED PROPERTY is the rooftop of the building known as Pleasantdale Middle School (the “Building”) on Landlord’s Property where the solar panels and equipment are placed and the area directly below (depicted in the Site Plan), more specifically described as follows:

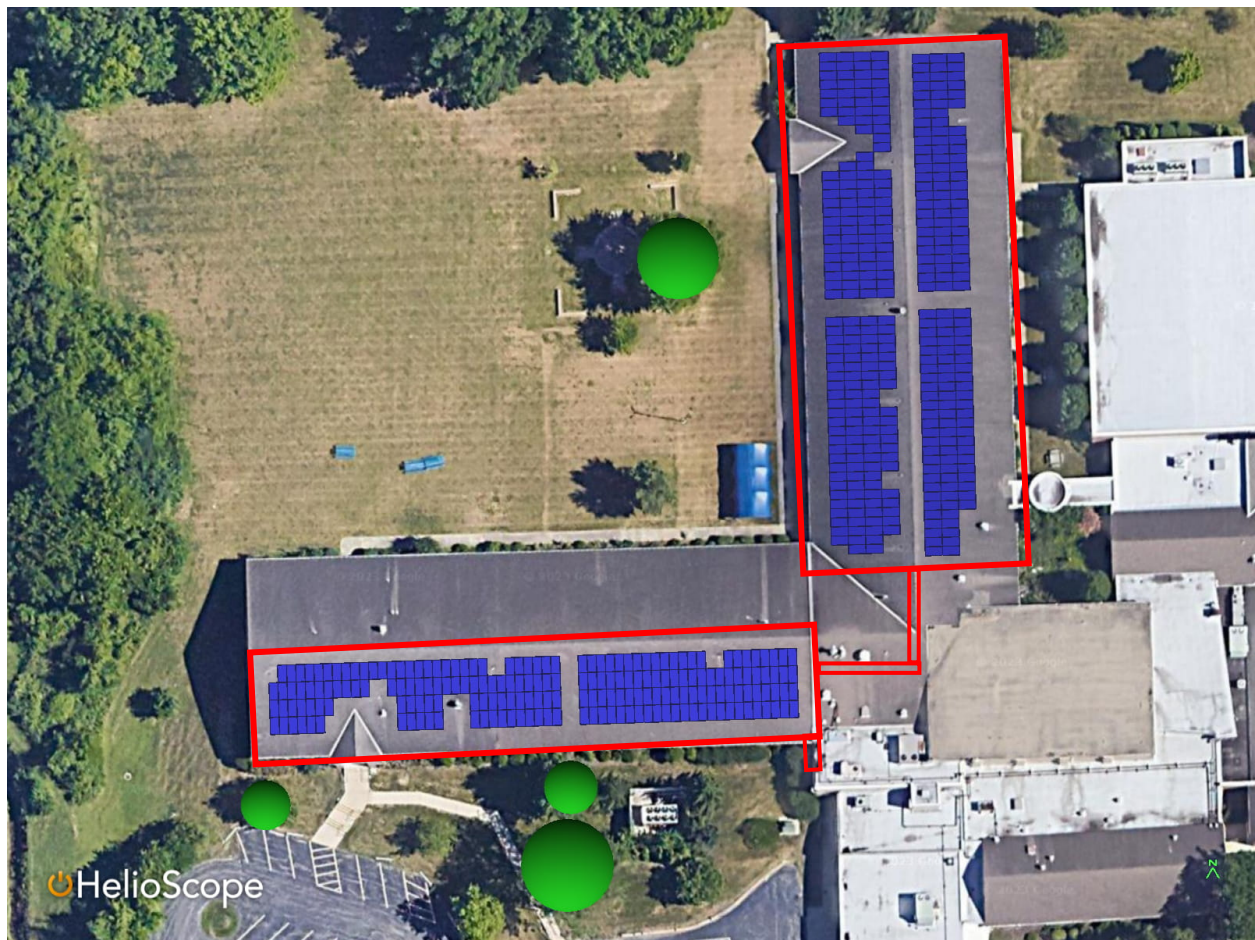
Location: South, East, and West facing sloped roof areas of the Building.

Approximate Dimensions: South: 230ft x 45ft West/East Areas: 240 ft x 45ft each

Elevation: 10 feet to 40 feet above ground level.

The Leased Property shall include a 1 ft area along either side of the conduit to be located on the southern side of the Building connecting the array to the meter and between the rooftops connecting the arrays, and a designated area of the rooftop of the Building, measuring approximately 32,000 square feet, as outlined in the Site Plan.

Site Plan



Schedule 1

Rent during Initial Term: \$1/year

Rent during Commercial Operation Term: \$1/year