

## FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This First Amendment to Option and Lease Agreement (this “**Amendment**”), dated as of \_\_\_\_\_, 2024 (the “**Effective Date**”), is entered into by and between **City of Aurora**, an Illinois home rule municipality (“**Lessor**”), and **Aurora Solar CS 2, LLC**, a Delaware limited liability company (“**Lessee**”), and in connection herewith, Lessor and Lessee agree, covenant and contract as set forth in this Amendment. Lessor and Lessee may be referred to herein individually as a “**Party**” and together as the “**Parties.**”

### Recitals

**WHEREAS**, Lessor and Lessee are parties to that certain Option and Lease Agreement dated as of July 17, 2023 (the “**Lease**”), pursuant to which Lessor granted Lessee an option to lease certain real property located in Kane County, Illinois, further identified on Exhibit A of the Lease (the “**Property**”), upon and subject to all of the terms, covenants and conditions set forth in the Lease; and

**WHEREAS**, Lessor and Lessee desire to amend and modify the Lease upon the terms and conditions set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Lease shall be amended as follows:

1. **Definitions and Incorporation.** All capitalized terms used herein shall have the same meaning as defined in the Lease, unless otherwise defined in the Amendment. The recitals set forth above are true and correct, and along with the exhibit(s) attached hereto, are hereby incorporated by reference as if fully set forth hereinbelow.

2. **FAA Approval.** In accordance with 14 C.F.R. § 77 (2021) [Federal Aviation Administration Policy: Review of Solar Energy System Projects on Federally-Obligated Airports] (the “**Policy**”), Lessor shall serve as the Generating Facility’s “sponsor”. Pursuant to the Policy, Lessor shall in good faith submit, at its sole cost and expense, a Notice of Proposed Construction or Alteration Form 7460–1 to the Federal Aviation Administration (the “**FAA**”). Lessee shall, at its sole cost and expense, (i) construct the Generating Facility in compliance with the Policy, and (ii) keep the Generating Facility in compliance with ALL applicable FAA requirements (including, without limitation, any written decisions, compliance actions or formal actions taken by the FAA; each, an “**Action**”), which may change from time to time. If an Action requires any portion of the Property be used for aviation purposes, the Generating Facility shall be modified to accommodate such use at the sole cost and expense of the Lessee; provided, however, (A) Lessor shall, at no additional cost to Lessee, provide Lessee with additional replacement real property located directly adjacent to the Generating Facility sufficient to allow Lessee’s modification to preserve (i) the then existing generating capacity of the Generating Facility and (ii) the Lessee’s underlying economic benefit from the Generating Facility at the time of modification; and (B) the Parties agree to reasonably cooperate to achieve the aforementioned modification. Notwithstanding the foregoing, to the extent any governmental or quasigovernmental entity provides compensation

related to a modification of the Generating Facility pursuant to this Section 2, such compensation shall be paid to Lessee, and Lessee reserves all rights to pursue such compensation.

3. **Entire Agreement.** This Amendment, together with the Lease, sets forth the entire understanding of the Parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto will be valid unless made in writing and signed by all Parties hereto.

4. **Binding Effect.** This Amendment will extend to and be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

5. **Conflicts; Ratification of Lease.** In the event of a conflict between the terms and provisions of the Lease and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall prevail. Except as set forth in this Amendment, all of the terms, covenants, and conditions of the Lease and all the rights and obligations of Lessor and Lessee thereunder shall remain in full force and effect and shall not be otherwise altered, amended, revised, or changed.

6. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which so executed and delivered shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. This Amendment may be executed by facsimile signature.

7. **Governing Law.** This Amendment will be governed by and construed in accordance with the laws of the State of Illinois and will be enforceable in Kane County, Illinois.

*[Signatures on following page.]*

**IN WITNESS WHEREOF**, the Parties have executed this Amendment to be effective as of the date first above written.

**LESSOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[End of signatures.]*