

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

This Second Amendment to Option and Lease Agreement (this “**Amendment**”), dated as of March 1, 2025 (the “**Effective Date**”), is entered into by and between **CITY OF AURORA** an Illinois home rule municipal corporation (“**Lessor**”), and **AURORA SOLAR CS 1 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, as amended by that certain First Amendment to Option and Lease Agreement dated September 30, 2024 (collectively, 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 to remove two (2) of the parcels from the Property description.

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. **Recitals and Defined Terms.** The recitals set forth hereinabove are hereby fully incorporated into this Amendment. All capitalized and other terms used but not otherwise defined in this Amendment shall have the same meaning as set forth in the Lease.
2. **Amendment to Property Description.** The Property description in Exhibit A of the Lease is hereby amended by deleting the following parcel numbers: APN: 13-12-400-005 and 13-12-400-010. Therefore, Exhibit A of the Lease is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
3. **Effect of Amendment.** Except as expressly amended hereby, all terms and conditions of the Lease shall remain in full force and effect.
4. **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.
5. **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.

6. **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.

7. **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.

8. **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:

CITY OF AURORA,
an Illinois home rule municipal corporation

By: _____
Name: _____
Title: _____

LESSEE:

AURORA SOLAR CS 1 LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[End of signatures.]

Exhibit A

Legal Description

That certain real property located in Kane County, Illinois, generally known as the following tax parcel numbers:

APN: 13-12-200-004

Said real property more particularly described as follows:

Parcel 1:

Parcel ID No.: 13-12-200-004

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN. SAID PARCEL IS PART OF THE SAME PROPERTY DESCRIBED AND RECORDED IN DOCUMENT NUMBER 2002K171324 IN THE KANE COUNTY COURT HOUSE IN THE NAME OF THE CITY OF AURORA, DATED 12/202002. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; Thence N00° 09' 06"W 777.51 feet to a point at the SOUTHWEST CORNER OF THE DENNIS L. AND SHARON L. NICKELS PROPERTY(DOCUMENT NUMBER 1396987); Thence N89° 39' 58"E 2625.29 feet ALONG THE SOUTH LINE OF SAID NICKELS PROPERTY to a point IN THE EAST LINE OF SAID QUARTER SECTION; Thence S00° 15' 34"E 529.78 feet TO A POINT AT THE EASTERLY EXTENSION OF THE NORTH LINE OF HERMANN'S SUBDIVISION (PLAT ENVELOPE 818-B); Thence N89° 59' 18"W 597.00 feet ALONG NORTH LINE OF SAID SUBDIVISION AND ITS EASTERLY EXTENSION to THE NORTHWEST CORNER OF SAID SUBDIVISION; Thence S00° 15' 34"E 249.68 feet ALONG THE WEST LINE OF SAID SUBDIVISION to a point IN THE SOUTH LINE OF SAID QUARTER SECTION; Thence S89° 37' 11"W 2029.76 feet ALONG THE SOUTH LINE OF SAID QUARTER SECTION to the POINT OF BEGINNING.