

FILED

Jun 21 2024 BDD
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

CROSS REFERENCE:

Memorandum of Solar Lease and Easement Agreement dated February 17, 2020 and recorded May 21, 2020 as Instrument No. 2020-028133; Assignment and Assumption Agreement dated March 10, 2021 and recorded March 18, 2021 as Instrument No. 2021-500107 in the Office of the Recorder of Lake County, Indiana.

Prepared by and After recording return to:

Foundry Works Solar Energy LLC
c/o Invenery LLC
One South Wacker Drive, Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

FIRST AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT (this "First Amendment") is made, dated as of June 20, 2024, by and between **Ronald L. Hoffman, as Trustee of the Ronald L. Hoffman Solar Trust** (together with their transferees, successors and assigns, "Owner"), and **Foundry Works Solar Energy LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this First Amendment.

WITNESSETH:

WHEREAS, Grantee and Owner are parties to that certain Solar Lease and Easement Agreement dated February 17, 2020, as evidenced by that certain Memorandum of Solar Lease and Easement Agreement recorded on May 21, 2020 as Instrument No. 2020-028133 in the Official Public Records of Lake County, Indiana; as assigned by that certain Assignment and Assumption Agreement (the "Assignment") dated March 10, 2021 and recorded March 18, 2021 as Instrument No. 2021-500107 in the Official Public Records of Lake County, Indiana (collectively, the "Agreement"), as such property is more particularly described in Exhibit A hereto.

WHEREAS, Grantee and Owner desire to amend the Agreement on the terms and conditions as provided below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantee and Owner hereby agree that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.
2. **Exhibit A.** Exhibit A (Description of the Property) to the Agreement shall be deleted in its entirety, and replaced with the Exhibit A attached hereto. The parties agree to release a portion of the Property as depicted in Exhibit A-1 attached hereto. The hatched lines within the depiction represent the

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acreage that shall be released from the Agreement. Grantee shall retain a 250-foot wide easement along the western boundary of the Property for the installation of underground collection lines.

3. **Exhibit C (Special Conditions)**. Exhibit C (Special Conditions) to the Agreement shall be deleted in its entirety and replaced with the Exhibit C attached hereto.

4. **Ratification**. Except as set forth in this First Amendment, all of the terms, covenants, and conditions of the Agreement and all the rights and obligations of Owner and Grantee thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised, or changed.

4. **Counterparts**. This First Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[Signature Pages to Follow]

Property of Lake County Recorder

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IN WITNESS WHEREOF, the parties hereto having due authorization on behalf of their respective entities have executed this First Amendment as of the day and year set forth above.

Grantee:

Foundry Works Solar Energy LLC

By: _____

Name: Michael Kaplan

Title: Vice President

ACKNOWLEDGMENT

STATE OF Illinois)

) ss.

COUNTY OF Cook)

Personally came before me this 20 day of June, 2024, Michael Kaplan, the Vice President of Foundry Works Solar Energy LLC, who executed the foregoing instrument, and acknowledged the same on behalf of the entity.

(S E A L)

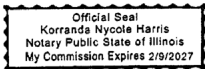
Signature: Korranda Harris

Printed Name: Korranda Harris

Notary Public, State of Illinois

My Commission Expires: 2/9/27

County of Residence: Cook



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EXHIBIT "A"
Legal Description

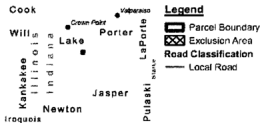
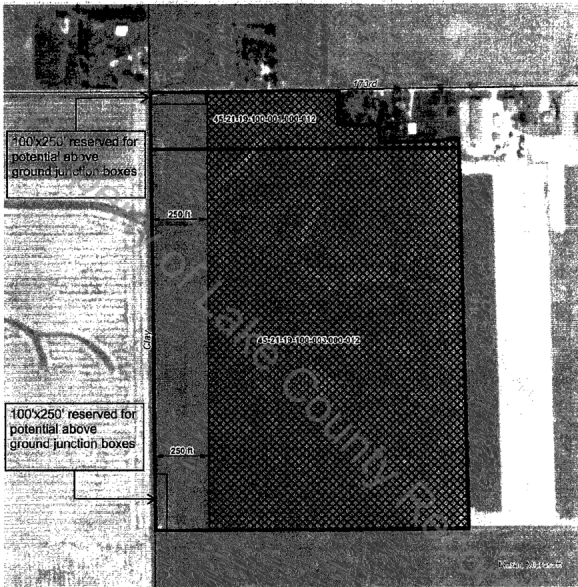
<u>Parcel Number</u>	<u>County</u>	<u>Town/Range</u>	<u>Section</u>	<u>Approx. Acreage</u>
A portion of 45-21-19-100-001.000-012	Lake	33 N / 7 W	19	2.00
A portion of 45-21-19-100-003.000-012	Lake	33 N / 7 W	19	13.00
			Total	15.00

Legal Descriptions:

A Portion of Parcel Nos. 45-21-19-100-001.000-012 and 45-21-19-100-003.000-012 described as follows:
The West 250.00 feet of the Northwest Quarter of Section 19, Township 33 North, Range 7 West of the 2nd Principal Meridian, Eagle Creek Township, Lake County, Indiana.

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EXHIBIT "A-1" Depiction of Property



Site Plan

Foundry Works Solar Energy Center | Lake County, Indiana

June 04, 2024 **Invenergy**

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EXHIBIT "C" Special Conditions

- 1. Removal Bond.** On or by the Fifteenth (15) anniversary of the Operations Date, Grantee shall obtain and deliver to Owner a letter of credit, or similar financial assurance, in form and substance reasonably satisfactory to Owner securing performance of Grantee's obligation to remove the Solar Facilities located on the Property (the "Removal Bond"). The Removal Bond shall be equal to the estimated amount, if any, by which the cost of removing the Solar Facilities exceeds the salvage value of such Solar Facilities (the "Net Removal Costs"). TO the extent that the Net Removal Costs are zero (or negative), a Removal Bond shall not be required on the part of the Grantee, provided, however that Grantee shall re-evaluate the need for a Removal Bond at least annually after the fifteenth (15th) anniversary of the Operations Date. Grantee shall not be required to deliver such Removal Bond to Owner if Grantee (i) is in the process of repowering or otherwise redeveloping the power generating units on the Property with new power generating units (or commits in writing with notice to Owner to do so within two (2) years after the fifteenth (15th) anniversary of the Operations Date), or (ii) has delivered such financial assurance in connection with the permitting of the Project or any other portion of the Solar Facilities. Once in place, Grantee shall keep such Removal Bond, or similar financial assurance, in force throughout the remainder of the Term. The Net Removal Costs shall be determined by the Grantee acting in good faith. If any requirement or right provided in this section contradicts or opposes any state or local laws, such state or local laws shall take precedence over this provision and such requirement or right shall be invalidated.
- 2. Drain Tile Repair.** Grantee shall hire an experienced drain tile contractor from the local area to perform drain tile repairs in a manner that meets industry standards and all state and local code requirements. Included in the scope of reclamation activities shall be the repair, and when reasonably determined to be necessary, the replacement of underground drainage tile that was disturbed during the construction process.
- 3. Undeveloped Property Maintenance.** At Owner's option, Grantee shall use reasonable efforts to maintain (to the same standards used in the maintenance of the portions of the Property where Solar Facilities have been located) all Undeveloped Arable Land (as defined below) within 120 feet of the portions of the property where the Solar Facilities have been located. This maintenance requirement shall also apply to any Undeveloped Arable Land that is no longer accessible by farming machinery due to the siting of Solar Facilities. "Undeveloped Arable Land" shall be defined as those portions of the Undeveloped Property which were farmed each of the preceding two years, including land allowed to lay fallow for agricultural purposes. All Undeveloped Arable Land shall be paid at the Undeveloped Property rate specified in Exhibit B, regardless of whether it is being farmed or not.
- 4. Restriction on Type of Solar Facilities.** With the exception of the two small areas reserved for potential above-ground junction boxes, as depicted on Exhibit A-1, no above-ground Solar Facilities will be constructed on any portion of the Property. The remainder of the Property may be used solely for the installation, operation, maintenance, repair and replacement of underground Solar Facilities.
- 5. Waiver of Setback Requirements.** Owner hereby agrees to waive any and all setback requirements related to the Solar Facilities adjacent to the Property and collection easement.