
**SOLAR GROUND LEASE
SUMMARY OF KEY PROVISIONS**

<i>Lessor:</i>	53-19 INVESTMENT LLC
<i>Lessee:</i>	OYA SOLAR CORP.
<i>Address of the Land:</i>	The land located in the Village of Cambridge, County of Henry, State of Illinois.
<i>Construction Rent:</i>	The Construction Rent is \$62.50 per acre of the Premises per month.
<i>Base Rent:</i>	The Base Rent is \$1,500.00 per acre of the Premises per annum with a 1.5% annual escalator.
<i>Term:</i>	The Term of the Lease begins on the Effective Date and ends 25 years following the Rent Commencement Date.
<i>Initial Due Diligence Period and Fee:</i>	12 months and \$1,500.00.
<i>First Extended Due Diligence Period and Fee:</i>	12 months and \$2,000.00.
<i>Second Extended Due Diligence Period and Fee:</i>	12 months and \$2,500.00.
<i>Third Extended Due Diligence Period and Fee:</i>	12 months and \$3,000.00.
<i>Extension Term:</i>	Lessee is granted the option to extend the term of this Lease for three (3) successive additional terms of five (5) years each.
<i>Improvements and Permitted Use:</i>	Lessee may develop, construct, maintain, operate, and remove a ground-mounted, grid-connected solar photovoltaic power plant.
<i>Preliminary Site Plan:</i>	The Preliminary Site Plan, attached as <u>Exhibit A</u> to the Commencement Date Notice, will show the preliminary location(s) of the ground-mounted solar photovoltaic power plant including the ingress, egress, and regress to the power plant from one or more public access points.
<i>End of Term or Extension Term:</i>	At the end of the Term or any Extension Term, Lessee will surrender the Premises and either (i) negotiate an additional extension with Lessor, (ii) grant Lessor the option to purchase its personal property, or (iii) remove all personal property from the Land.

This Summary of Key Provisions is for informational purposes only and is not a part of the Solar Ground Lease. The information provided herein should not be construed as legal advice. Please review the Solar Ground Lease in full and consult with your legal counsel.

Solar Ground Lease

This SOLAR GROUND LEASE agreement, effective as of January, 12, 2022 (the “**Effective Date**”) between 53-19 INVESTMENT LLC, a limited liability company, having an address at 625 SE 2nd St, Galva, IL 61434, as lessor (“**Lessor**”) and OYA Solar Corp., a Delaware corporation, having offices at 144 Front Street West, Unit 700, Toronto, Ontario, M5J 2L7, Canada, as lessee (“**Lessee**”).

WITNESSETH:

WHEREAS, Lessor is the fee-simple owner of those certain parcels or tracts of ground located at 911 Address to be Confirmed known as Tax Id No. 18-25-400-004 with approximately 80.81 acres in the Village of Cambridge, Henry County, Illinois (all of which parcels or tracts of ground are referred to herein as the “**Land**”).

WHEREAS, Lessee is a developer of solar photovoltaic electric generation systems in the State of Illinois;

WHEREAS, Lessee desires to develop, design, construct, install, operate and maintain a ground-mounted, grid-connected solar photovoltaic electricity generation system (the “**Improvements**” and the “**Generating Facility**”) on a portion of the Land (the “**Premises**”);

WHEREAS, Lessor desires to lease the Premises to Lessee, and Lessee desires to lease the Premises from Lessor, to enable Lessee to develop the Improvements and Generating Facility on the Premises.

Article I: Basic Terms and Definitions

Section 1.01 Definitions. The following terms, as used in this agreement and in all amendments to the agreement (unless otherwise specified or unless the context otherwise requires), shall have the meanings set forth in Exhibit 1:

Article II. Lease of Property and Due Diligence Period

Section 2.01 Grant of Lease. Subject to the terms and conditions of this Lease, Lessor leases to Lessee, and Lessee leases from Lessor, and Lessor grants and conveys unto Lessee, its successors and assigns, an exclusive and unobstructed license across, over, under, and above the Premises (such lease, subject to the terms of this agreement, the “**Lease**”) for a term that shall commence on the Effective Date and end on the Expiration Date (as such term may be extended from time to time pursuant to Article XXI) (the “**Term**”), subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law.

Section 2.02 Due Diligence Period.

a. Initial Due Diligence Period. The Initial Due Diligence Period shall commence on the Effective Date. Within thirty (30) days after the Effective Date, upon Lessee’s determination that Lessor is in compliance with Section 16.01, Lessee shall pay to Lessor the Initial Due Diligence Period Fee as set forth in Exhibit 3. Lessor and Lessee acknowledge and agree that the Initial Due Diligence Period Fee has been bargained for and agreed to as consideration for the Initial Due Diligence Period, Lessee’s right to terminate this Lease pursuant to Section 19.03, and for Lessor’s execution and delivery of this Lease. Such consideration is in addition to and independent of all other consideration provided in this Lease, and is nonrefundable.

b. First Extended Due Diligence Period. Lessee may extend the Initial Due Diligence Period by the First Extended Due Diligence Period by providing written notice to the Lessor at any time prior to the expiration of the Initial Due Diligence Period and by paying to the Lessor the First Extended Due Diligence Period Fee as set forth in Exhibit 3 within thirty (30) days after the expiration of the Initial Due Diligence Period. If Lessee does not elect to exercise the First Extended Due Diligence Period, the First Extended Due Diligence Period Fee shall not be payable to Lessor. If Lessee has exercised the First Extended Due Diligence Period and the Commencement Date occurs prior to the end of the First Extended

SCHEDULE A
TO MEMORANDUM OF LEASE
Description of the Premises

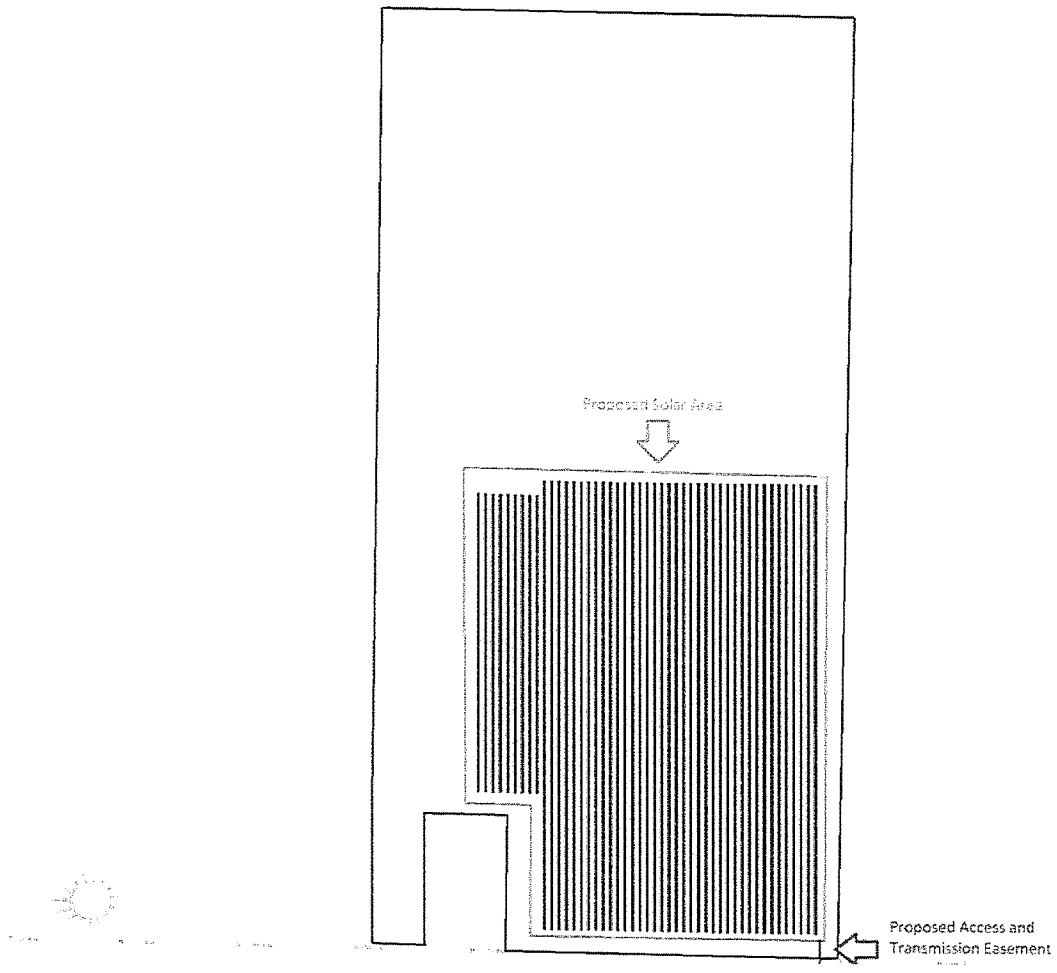


EXHIBIT 3

Due Diligence Period Fees, Construction Rent, and Base Rent

The Initial Due Diligence Period Fee shall equal \$1,500.00.

The First Extended Due Diligence Period Fee shall equal \$2,000.00.

The Second Extended Due Diligence Period Fee shall equal \$2,500.00.

The Third Extended Due Diligence Period Fee shall equal \$3,000.00.

The Construction Rent shall equal \$62.50 per month, per acre of the Premises.

The Base Rent for the period commencing on the Rent Commencement Date and ending on the Expiration Date, shall equal the following:

Lease Year*	Annual Base Rent	Quarterly Base Rent
First Lease Year	\$1500 per Acre of the Premises	\$375 per Acre of the Premises
Second Lease Year	\$1523 per Acre of the Premises	\$381 per Acre of the Premises
Third Lease Year	\$1546 per Acre of the Premises	\$387 per Acre of the Premises
Fourth Lease Year	\$1569 per Acre of the Premises	\$393 per Acre of the Premises
Fifth Lease Year	\$1593 per Acre of the Premises	\$399 per Acre of the Premises
Sixth Lease Year	\$1616 per Acre of the Premises	\$404 per Acre of the Premises
Seventh Lease Year	\$1641 per Acre of the Premises	\$411 per Acre of the Premises
Eighth Lease Year	\$1665 per Acre of the Premises	\$417 per Acre of the Premises
Ninth Lease Year	\$1690 per Acre of the Premises	\$423 per Acre of the Premises
Tenth Lease Year	\$1716 per Acre of the Premises	\$429 per Acre of the Premises
Eleventh Lease Year	\$1741 per Acre of the Premises	\$436 per Acre of the Premises
Twelfth Lease Year	\$1767 per Acre of the Premises	\$442 per Acre of the Premises
Thirteenth Lease Year	\$1794 per Acre of the Premises	\$449 per Acre of the Premises
Fourteenth Lease Year	\$1821 per Acre of the Premises	\$456 per Acre of the Premises
Fifteenth Lease Year	\$1848 per Acre of the Premises	\$462 per Acre of the Premises
Sixteenth Lease Year	\$1876 per Acre of the Premises	\$469 per Acre of the Premises
Seventeenth Lease Year	\$1904 per Acre of the Premises	\$476 per Acre of the Premises
Eighteenth Lease Year	\$1933 per Acre of the Premises	\$484 per Acre of the Premises
Nineteenth Lease Year	\$1962 per Acre of the Premises	\$491 per Acre of the Premises
Twentieth Lease Year	\$1991 per Acre of the Premises	\$498 per Acre of the Premises
Twenty-First Lease Year	\$2021 per Acre of the Premises	\$506 per Acre of the Premises
Twenty-Second Lease Year	\$2051 per Acre of the Premises	\$513 per Acre of the Premises
Twenty-Third Lease Year	\$2082 per Acre of the Premises	\$521 per Acre of the Premises
Twenty-Fourth Lease Year	\$2113 per Acre of the Premises	\$529 per Acre of the Premises
Twenty-Fifth Lease Year	\$2145 per Acre of the Premises	\$537 per Acre of the Premises

* Commencing from the Rent Commencement Date.

If Lessee exercises an Extension Option in accordance with the terms of this Lease and the Lease term is extended, the Base Rent for the Extension Term shall equal the following:

Extension Term Year*	Annual Base Rent	Quarterly Base Rent
First Extension Lease Year	\$2177 per Acre of the Premises	\$545 per Acre of the Premises

Second Extension Lease Year	\$2210 per Acre of the Premises	\$553 per Acre of the Premises
Third Extension Lease Year	\$2243 per Acre of the Premises	\$561 per Acre of the Premises
Fourth Extension Lease Year	\$2276 per Acre of the Premises	\$569 per Acre of the Premises
Fifth Extension Lease Year	\$2310 per Acre of the Premises	\$578 per Acre of the Premises
Sixth Extension Lease Year	\$2345 per Acre of the Premises	\$587 per Acre of the Premises
Seventh Extension Lease Year	\$2380 per Acre of the Premises	\$595 per Acre of the Premises
Eighth Extension Lease Year	\$2416 per Acre of the Premises	\$604 per Acre of the Premises
Ninth Extension Lease Year	\$2452 per Acre of the Premises	\$613 per Acre of the Premises
Tenth Extension Lease Year	\$2489 per Acre of the Premises	\$623 per Acre of the Premises
Eleventh Extension Lease Year	\$2526 per Acre of the Premises	\$632 per Acre of the Premises
Twelfth Extension Lease Year	\$2564 per Acre of the Premises	\$641 per Acre of the Premises
Thirteenth Extension Lease Year	\$2603 per Acre of the Premises	\$651 per Acre of the Premises
Fourteenth Extension Lease Year	\$2642 per Acre of the Premises	\$661 per Acre of the Premises
Fifteenth Extension Lease Year	\$2681 per Acre of the Premises	\$671 per Acre of the Premises

* Commencing at the commencement of the first Extension Term, applicable to the extent subsequent five-year terms are commenced.