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Prepared by, record and return to:
Calibrant Illinois Battery I, LLC
311 N. Bayshore Drive
Safety Harbor, FL 34695
Attn: Legal Department

Doc#: 2303955105 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/08/2023 01:36 PM Pg: 1 of 4

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this 5th day of August, 2022 (the "Effective Date") between Ford Motor Company, a Delaware Corporation ("Lessor") with a principal place of business located at 17000 Rotunda 1st Floor South, Dearborn, MI 48120 and Calibrant Illinois Battery I, LLC ("Lessee") a Delaware limited liability company with a principal place of business located at 311 N. Bayshore Drive, Safety Harbor, FL 34695. Lessor and Lessee shall be referred to herein as a "Party" and collectively, as the "Parties."

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated August 5, 2022, ("Lease"), pursuant to which Lessee agreed to lease from Lessor a portion of land located in Cook County, Illinois, as more particularly described on Exhibit "A" attached hereto ("Leased Premises") for the purpose of constructing, installing, interconnecting, owning, operating, maintaining, replacing, and repairing a battery storage system (the "System") as depicted on Exhibit "B" attached hereto; and

WHEREAS, Lessor intends to provide Lessee certain rights and grants of easement to access and occupy the Leased Premises for the purposes of constructing, installing, interconnecting, owning, operating, maintaining, replacing, and repairing the System.

NOW, THEREFORE, in consideration of the mutual promises of Lessor and Lessee contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Lessor has leased and does hereby lease unto Lessee the Leased Premises.
2. Lessee will use the Leased Premises for the purposes of constructing, installing, interconnecting, owning, operating, maintaining, replacing, and repairing the System.
3. The initial term of the Lease shall commence on the Effective Date and continue for a period of fifteen (15) years from the Commercial Operation Date as defined in the Lease.
4. Lessee may, without the consent of Lessor, (a) transfer or assign all or substantially all of its rights and obligations under the Lease to an affiliate substantially within and under the control of Lessee or to a successor, or; (b) collaterally assign to financial partners or lenders all or any part of Lessee's rights or obligations under the Lease.
5. Lessor will have no ownership or any other interest in the System installed on the Leased Premises and Lessee may remove any or all System at any time.
6. The Lease and the easement and rights granted to Lessee therein will burden the Leased Premises and will run with the land. The Lease will inure to the benefit of and be binding upon Lessor and Lessee and, to the extent provided in any assignment or other transfer under the Lease, any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

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7. This memorandum contains only selected portions of the Lease and reference is made to the full Lease, executed on even date herewith, for full terms and conditions. This memorandum shall not, in any way, amend or supersede the terms and conditions of the Lease, copies of which are kept by the parties.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first hereinabove written.

LESSOR: Ford Motor Company

By: [Signature]

Name: LARRY QUARSHIE

Title: FORDLAND - FORD BLUE MANUFACTURING DIRECTOR

State of MICHIGAN
County of WAYNE

On the 3 day of JANUARY in the year 2023, before me, the undersigned notary public, personally appeared LARRY QUARSHIE, as ATTORNEY AT LAW of Ford Motor Company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

ELLEN ROSE DARCA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 25, 2027
Acting in the County of Wayne

LESSEE: Calibrant Illinois Battery I, LLC

By: [Signature]

Name: Ray Gonzalez
Title: COO

By: [Signature]
Name: CUFFORD B. GOWD
Title: Secretary

State of Florida
County of Duval

On the 26th day of JANUARY in the year 2023, before me, the undersigned notary public, personally appeared Cufford Gowd and Ramon Gonzalez as officers of Calibrant Illinois Battery I, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public LORENA OROZCO

LORENA OROZCO
Notary Public, State of Florida
Commission# HH 294320
My comm. expires Oct. 2, 2026

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Exhibit "A" Leased Premises

1000 E. Lincoln Highway, Chicago Heights, IL 60411
PIN: 32-22-400-005-0000

THAT PART OF THE S.E. 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE 3RD P.M., COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST AND WEST CENTER LINE OF SAID SECTION 22, 200 FEET EAST OF THE N.W. CORNER OF THE S.E. 1/4 OF SECTION 22; THENCE EAST ALONG SAID EAST AND WEST CENTER LINE OF SECTION 22, SAID LINE MAKING AN ANGLE OF 89 DEGREES 49 MINUTES 40 SECONDS WITH A LINE WHICH IS 200 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 22, WHEN TURNED FROM THE SOUTH TO THE EAST, A DISTANCE OF 2443.94 FEET TO THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF SECTION 22, SAID LINE MAKING AN ANGLE OF 90 DEGREES 21 MINUTES 40 SECONDS WITH THE EAST AND WEST CENTER LINE OF SECTION 22, WHEN TURNED FROM THE WEST TO THE SOUTH, A DISTANCE OF 2608.05 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY; THENCE WEST ALONG THE LAST DESCRIBED LINE, SAID RIGHT-OF-WAY MAKING AN ANGLE OF 89 DEGREES 20 MINUTES 00 SECONDS WITH THE EAST LINE OF SECTION 22, WHEN TURNED FROM THE NORTH TO THE WEST, A DISTANCE OF 400 FEET TO THE POINT OF INTERSECTION WITH A LINE WHICH IS 400 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 22; THENCE NORTH ALONG THE LAST DESCRIBED LINE, SAID LINE MAKING AN ANGLE OF 90 DEGREES 40 MINUTES 00 SECONDS WITH THE NORTH RIGHT-OF-WAY LINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY, WHEN TURNED FROM THE EAST TO THE NORTH, A DISTANCE OF 150 FEET TO THE POINT OF INTERSECTION WITH A LINE WHICH IS 150 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY; THENCE WEST ALONG THE LAST DESCRIBED LINE, SAID LINE MAKING AN ANGLE OF 90 DEGREES 40 MINUTES 00 SECONDS WITH A LINE 400 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 22, WHEN TURNED FROM THE SOUTH TO THE WEST, A DISTANCE OF 2051.99 FEET TO THE POINT OF INTERSECTION WITH A LINE WHICH IS 200 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 22; THENCE NORTH ALONG THE LAST DESCRIBED LINE, SAID LINE MAKING AN ANGLE OF 90 DEGREES 28 MINUTES 40 SECONDS WITH A LINE 100 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY, WHEN TURNED FROM THE EAST TO THE NORTH, A DISTANCE OF 2444.81 FEET TO THE POINT OF BEGINNING., (EXCEPTING THEREFROM THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED SEPTEMBER 13, 2007 AS DOCUMENT 0725646063), ALL IN COOK COUNTY, ILLINOIS.

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Exhibit "B" System Layout

