

designated by Tenant, and, even though attached to or affixed to or installed upon the Site or within an Easement Area, shall not be considered to be fixtures or a part of the Site or such Easement Area and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Site or any Easement Area by Landlord. Landlord irrevocably waives any rights it may have under the laws of the State of Wisconsin arising under this Ground Lease or otherwise to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Facility or any other equipment or improvements constructed or acquired by or for Tenant and located on the Site or within any Easement Area. Upon the termination of this Ground Lease, and subject to any amendment or extension to this Ground Lease, Tenant shall remove all of the Facility, Utilities, and any and all improvements and equipment installed by or on behalf of Tenant on any of Landlord's property, and restore Landlord's property to substantially the condition it was in as of the Effective Date of this Ground Lease, ordinary wear and tear excepted; provided, if Landlord consents in writing to allowing any particular Tenant improvement to remain, Tenant shall not be obligated to remove such improvement.

4. Rent.

4.1 Construction Term Rent. Tenant shall pay Landlord a one-time, lump sum payment of \$250.00 per acre of the Site, no later than the 30th day following the Construction Commencement Date, for the first twelve (12) months of the Construction Term. Upon the expiration of the first 12 months of the Construction Term, Tenant shall pay Landlord Construction Rent on or before the first (1<sup>st</sup>) day of each month until the commencement of the Initial Production Term at the rate of \$8.00 per acre of the Site per month ("Construction Rent"). Construction Rent for any partial month shall be prorated based on the number of days in the partial month included in the Construction Term. Tenant shall also pay Landlord a one-time, lump sum payment of \$250.00 per acre of the Site, no later than the 30th day following the Commercial Operation Date. The acreage of the Site shall be as determined by a professional survey obtained and paid for by Tenant (the "Survey") of the Site.

4.2 Production Term Rent. On the earlier to occur between (i) the Commercial Operation Date, and (ii) the date that is the first day of the month after expiration of twenty-four (24) full calendar months after the Construction Notice Date (such earlier date, the "Rent Commencement Date"), and thereafter on each anniversary of the Rent Commencement Date during the Production Term, Tenant shall pay Landlord annual rent ("Base Rent"), in advance (each such payment date, a "Rent Payment Date"). Base Rent for the first 12 months of the Production Term shall be in the amount of \$800.00 per acre of the Site payable annually in advance. For each subsequent 12-month period during the Production Term (each a "lease year"), the Base Rent amount payable by Tenant shall increase by two percent (2.0%) over the Base Rent amount due for the previous lease year. If the Rent Commencement Date occurs other than on the first day of a month, Base Rent for any partial month shall be prorated based on the number of days in the partial month included in the Construction Term, and Landlord shall reimburse Tenant, within thirty (30) days of the Rent Commencement Date, for any such overpayment of Construction Rent for such partial month by Tenant. The acreage of the Site shall be as determined by the Survey of the Site.