

**FIRST AMENDMENT TO GROUND LEASE**

**THIS FIRST AMENDMENT TO GROUND LEASE** (this "Amendment") is made as of February, 14<sup>th</sup> 2012, by and between the **COUNTY OF WILL, ILLINOIS**, a political subdivision of the State of Illinois, ("Landlord"), and **WM RENEWABLE ENERGY, LLC**, a Delaware limited liability company, ("Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant are parties to that certain Ground Lease dated March 26, 2010, ("Lease"), for a renewable energy facility located upon Landlord's municipal solid waste/sanitary disposal facility commonly known as the Prairie View Landfill and located at 29755 South Prairie View Drive, Wilmington, Illinois;

**WHEREAS**, on March 26, 2010, Landlord and Tenant entered into a Landfill Gas Purchase Agreement ("Gas Agreement") wherein the commencement date thereof shall be the Commercial Operation Date, as defined in the Gas Agreement, ("COD") and the term thereof shall end on the twentieth (20<sup>th</sup>) anniversary date of the COD;

**WHEREAS**, the parties have established that the COD of the Gas Agreement is December 9, 2011, and

**WHEREAS**, the Lease provides that the Landlord and the Tenant shall amend the Lease to establish the Lease's Commencement Date and Termination Date to be the same as the Gas Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Commencement Date of the Lease shall be December 9, 2011, and the Termination Date of the Lease shall be at 12:01 AM on December 9, 2031.

2. **Miscellaneous:**

(a) Except as specifically amended hereby, all of the remaining terms and conditions set forth in the Lease are hereby ratified and confirmed by Landlord and Tenant and shall remain in full force and effect.

(b) This Amendment shall be governed by, and construed in accordance with, the laws of the State of Illinois.

(c) This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

(d) The terms used herein and not specifically defined shall have the same meaning as in the Lease and the Gas Agreement.

(e) This Amendment may be executed in several counterparts, all of which, when taken together, shall constitute one and the same agreement. A version of this Amendment signed via telecopier shall be deemed sufficient as an original for all purposes.

*END OF PAGE, SIGNATURES APPEAR ON FOLLOWING PAGES*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first shown above.

**LANDLORD:**

**COUNTY OF WILL**

A political subdivision of the State of Illinois

By: Lawrence M. Walsh  
Lawrence M. Walsh  
Its: County Executive

STATE OF ILLINOIS    )  
  )  
COUNTY OF WILL    )

On the 2nd day of March, 2012, before me, the undersigned, personally appeared Lawrence M. Walsh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this agreement and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the agreement, the individual, or the entity upon behalf of which the individual acted, executed the agreement.

Notary Public, State of Illinois

Appointed in Will County


My Commission expires: 8-19-15

Marie J. Barmes  
Notary Public



TENANT:

WM RENEWABLE ENERGY, LLC, a Delaware limited liability company

By:   
Anne M. Fridrych  
Its: Authorized Representative

STATE OF ILLINOIS  
COUNTY OF DuPage

On the 14<sup>th</sup> day of February, 2012, before me, the undersigned, personally appeared Anne M. Fridrych, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this agreement and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the agreement, the individual, or the entity upon behalf of which the individual acted, executed the agreement.  
*\* Authorized Representative, WM Renewable Energy, LLC.*

Notary Public, State of ILLINOIS

Appointed in WILL County

My Commission expires: 12-15-2013

  
Notary Public

