

CONSENT TO
COLLATERAL
ASSIGNMENT OF
Credit Purchase Agreement
(RUSH)

This CONSENT TO COLLATERAL ASSIGNMENT (as amended, supplemented or otherwise modified from time to time, this “Consent”) is effective of the date of the last signature below by and between RUSH UNIVERSITY SYSTEM FOR HEALTH, AN ILLINOIS NOT FOR PROFIT CORPORATION (the “Consenting Party”) and Nautilus Community Solar, LLC (the “Assignor”), for the benefit of NATIONAL BANK OF CANADA, as collateral agent (hereinafter in such capacity, together with any successors thereto in such capacity referred to as “Assignee”) for the Secured Parties (as defined below).

RECITALS

WHEREAS, the Assignor is an affiliate of and the subscription manager for various solar generation facilities located in the state of Illinois (the “Eligible Project”);

WHEREAS, the Consenting Party and Assignor are parties to a Credit Purchase Agreement dated as of 2/19/2025, (as the same may be amended, modified or supplemented from time to time, the “Assigned Agreement”);

WHEREAS, Nautilus Solar Construction Holdco, LLC (the “Borrower”) is the indirect owner of ownership interests of the Eligible Project and certain other entities;

WHEREAS, the Borrower, Assignee, the lenders from time to time party thereto (the “Lenders”), and certain other parties entered into a Financing Agreement dated as of December 23, 2019, as amended from time to time, pursuant to which the Lenders have agreed to make loans and issue letters of credit to the Borrower (collectively the “Financing Agreement”);

WHEREAS, Borrower will receive substantial direct or indirect benefits from the transactions contemplated by the Financing Agreement and the other Financing Documents;

WHEREAS, in consideration of the extensions of credit and other financial accommodations made by the Lenders under the Financing Documents, the Eligible Project is entering into that certain Guaranty, Pledge and Security Agreement, with Assignee and certain other parties (the “Guaranty, Pledge and Security Agreement”), pursuant to which the Eligible Project will assign to Assignee (for the benefit of the Secured Parties), among other things, all of its right, title and interest in, to and under, and grant a first priority security interest in, the Assigned Agreement as security for the Obligations; and

WHEREAS, the Consenting Party is willing to consent to such assignment and the grant of a security interest by Assignor in favor of Assignee.

NOW, THEREFORE, in consideration of the premises and of other valuable

consideration, the parties hereto agree as follows:

1. Assignment and Security Interest

As security for the due and punctual performance and payment of all of the Obligations, Assignor will assign to Assignee as collateral security, all of Assignor's right, title and interest in, to and under the Assigned Agreement upon the terms set forth in the Guaranty, Pledge and Security Agreement.

2. Consent

(a) The Consenting Party (i) acknowledges that the Secured Parties are entering into the Financing Documents and extending credit to Borrower in reliance upon the execution and delivery by Consenting Party of this Consent, (ii) irrevocably consents to the assignment specified in Section 1 and to any subsequent assignments by Assignee in accordance with the provisions of this Consent upon and after the Assignee's exercise of its rights and remedies under the Guaranty, Pledge and Security Agreement and (iii) agrees that, if the Assignee notifies the Consenting Party that an Event of Default (as used herein, as defined in the Financing Agreement) has occurred and is continuing and that a decision has been made to exercise remedies under the Financing Documents, then at the request of Assignee, Assignee or its nominee, designee or assignee shall be substituted for Assignor under the Assigned Agreement (and in connection therewith shall expressly assume in writing the Assigned Agreement) and all representations, warranties, indemnities and agreements made by the Consenting Party under or pursuant to the Assigned Agreement shall inure to the benefit of such party and shall be enforceable by such party to the same extent as if such party were originally named in the Assigned Agreement and Consenting Party will recognize such party as its counterparty under the Assigned Agreement and will continue to perform its obligations under the Assigned Agreement in favor of such party (including its obligations under any warranties).

(b) Consenting Party acknowledges and agrees that, notwithstanding anything to the contrary in the Assigned Agreement, none of (i) the assignment of the Assigned Agreement pursuant to the Guaranty, Pledge and Security Agreement, (ii) the foreclosure or any other similar enforcement action (any such action an "Enforcement Action") undertaken by the Assignee or its nominee, designee or assignee in respect of its rights under the Guaranty, Pledge and Security Agreement or any other Financing Document, (iii) the acquisition of the rights of Assignor under the Assigned Agreement as a consequence of any Enforcement Action by the Assignee or its nominee, designee or assignee (or acceptance of an absolute assignment of the Assigned Agreement in lieu of an Enforcement Action) or (iv) the assignment of the Assigned Agreement by the Assignee to its nominee, designee or assignee following a purchase after an Enforcement Action or following an absolute assignment thereof in lieu of an Enforcement Action, shall constitute a default by Assignor under the Assigned Agreement or shall result in termination thereof.

3. Default and Cure

(a) If Assignor defaults under the Assigned Agreement, the Consenting Party shall, before terminating the Assigned Agreement or exercising any other remedy with respect to such default, give written notice to Assignee specifying the default and the actions required to cure the

same and Assignee shall have ninety (90) days (thirty (30) days in the case of a default in payment by Assignor) after all cure periods available to Assignor have passed and the receipt of such notice (or such longer period of time as may be necessary under the circumstances, provided that Assignee is diligently pursuing such cure) to cure such default or to cause it to be cured. If Assignee fails to cure or cause to be cured any such default within the applicable period set forth above, the Consenting Party shall have all of its rights and remedies with respect to such default as set forth in the Assigned Agreement and at law or in equity; provided, however, that if the Assignee or its nominee, designee or assignee is prohibited from curing any such default by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding to which the Assignor is subject, then the time periods specified herein for curing a default shall be extended for the period of such prohibition.

(b) In the event that the Assigned Agreement is terminated or cancelled as a result of any reason other than a default which could have been but was not cured by the Assignee or its nominee, designee or assignee (including, without limitation, any bankruptcy, insolvency, reorganization or similar proceeding affecting Assignor), and if, within sixty (60) days after such cancellation or termination, the Assignee so requests, Consenting Party will enter into a new agreement with the Assignee or its nominee, designee or assignee (i) having terms substantially the same as the terms of such Assigned Agreement and (ii) producing the same economic effect to Consenting Party as continuing the Assigned Agreement.

(c) If Assignee notifies the Consenting Party in writing that an Event of Default has occurred and is continuing, and requests that the Consenting Party continue performance under the Assigned Agreement, the Consenting Party shall thereafter perform under the Assigned Agreement in accordance with its terms, so long as all existing defaults by Assignor under the Assigned Agreement that are susceptible to cure are cured by Assignee or its nominee, designee or assignee and the obligations of Assignor thereunder shall continue to be paid and performed by Assignor, Assignee or its nominee, designee or assignee.

4. Delivery of Notices

The Consenting Party agrees that it (a) will promptly notify Assignee of any breach by Assignor of any of the terms of the Assigned Agreement and (b) will deliver to Assignee simultaneously with the delivery thereof to Assignor any notices delivered pursuant to the Assigned Agreement or otherwise.

5. Liability of Assignee

The Consenting Party acknowledges and agrees that Assignee has not assumed and does not have any obligation or liability under or pursuant to the Assigned Agreement, and that the exercise by Assignee of its rights and remedies under the Guaranty, Pledge and Security Agreement shall not constitute an assumption of Assignor's obligations under the Assigned Agreement (except to the extent any such obligations shall be expressly assumed by an instrument in writing executed by the Assignee or a nominee, designee, or assignee thereof). Unless otherwise set out in such a written and executed instrument, no curing of any defaults under the Assigned Agreement shall be construed as an assumption by the Assignee (or any of its respective nominees, designees or assignees) of any of the obligations, covenants or agreements of Assignor under the

Assigned Agreement.

6. Representations and Warranties

The Consenting Party hereby represents and warrants to Assignee as follows:

(a) The Consenting Party is a corporation duly formed, validly existing and in good standing under the laws of the State of Illinois and is duly qualified, authorized to do business and in good standing as a corporation in every jurisdiction in which it owns or leases real property in connection with the Eligible Project or in which the nature of its business relating to the Assigned Agreement requires it to be so qualified. The Consenting Party has full power, authority and legal right to incur the obligations provided for in this Consent.

(b) The execution, delivery and performance by the Consenting Party of this Consent and the Assigned Agreement have been duly authorized by all necessary company action.

(c) The execution, delivery and performance by the Consenting Party of this Consent, and the consummation of the transactions contemplated hereby and thereby, will not (i) result in any violation of any term of any of its constitutive documents, (ii) result in any violation of any material contract or agreement applicable to it, of any license, permit, franchise, judgment, decree, writ, injunction, order, charter, law, ordinance, rule or regulation applicable to it or any of its properties or to any obligations incurred by it or by which it or any of its properties may be bound or affected, or of any determination or award of any arbitrator applicable to it or conflict with, or cause a breach of, or default thereof or thereunder, or (iii) result in the creation of any lien upon any of its properties or assets that, in each of the circumstances and scenarios described in clauses (ii) and (iii), could have a material adverse effect on the Consenting Party's ability to perform under this Consent or under the Assigned Agreement.

(d) No consent, approval, order or authorization of or registration, declaration of a filing with, or giving of notice to, obtaining of any license or permit from, or taking any other action with respect to, any federal, state or local government or public body, authority or agency is required in connection with the valid authorization, execution, delivery and performance of this Consent, except as has been validly issued, is in full force and effect, is not subject to any condition, does not impose restrictions or requirements inconsistent with the terms of this Consent, and is final and non-appealable. The Consenting Party has not violated applicable law by entering into this Consent.

(e) This Consent has been duly executed and delivered on behalf of Consenting Party by the appropriate officers or authorized representatives of Consenting Party and constitutes the legal, valid and binding obligations of the Consenting Party enforceable against the Consenting Party in accordance with its terms, except as enforceability may be limited by general principles of equity and by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

(f) The Assigned Agreement is in full force and effect and has not been amended, modified or supplemented, and no default has occurred or exists under the Assigned Agreement and no event or condition has occurred, or exists and is continuing, which, with the lapse of time, the giving of notice, or both, would constitute a default under the Assigned Agreement.

(g) All representations and warranties made by the Consenting Party in the Assigned Agreement were true and correct in all material respects on and as of the date when made and, except for those that by their terms speak as of a specific date, are true and correct in all material respects on and as of the date of this Consent.

(h) There is no litigation, action, suit, investigation or proceeding pending or, to the knowledge of the Consenting Party, threatened against the Consenting Party, before or by any court, administrative agency, environmental council, arbitrator or governmental authority, body or agency, which could materially adversely affect the performance by the Consenting Party of its obligations hereunder or under the Assigned Agreement.

(i) The Consenting Party has not received notice of, or consented to the assignment of any of Assignor's right, title, or interest in the Assigned Agreement, to any person or entity other than Assignee.

(j) Neither the Consenting Party nor, to the knowledge of the Consenting Party, Assignor is in default of any of its obligations or covenants under the Assigned Agreement and no such default has occurred prior to the date hereof. The Consenting Party and, to the knowledge of the Consenting Party, Assignor has complied with all conditions precedent to the respective obligations of such party to perform under the Assigned Agreement. The Consenting Party has no knowledge of any existing counterclaims, offsets or defenses against Assignor. No event or condition exists (including any condition arising as a result of, and after giving effect to, the assignment by the Consenting Party to the Assignee of the Assigned Agreement) which would, either immediately or with the passage of any applicable grace period or giving of notice, or both, enable the Consenting Party to terminate or suspend its obligations under the Assigned Agreement.

7. Notices

All communications between the parties hereto or notices provided herein to be given may be given to the following addresses:

If to Assignee:

National Bank of Canada
Corporate Customer Service – Syndication and Agency Group
800 Rue Saint-Jacques, 16th Floor
Montreal, QC, H2Y 2W3
Attention: Finance Project Team
Email:financeproject@bnc.ca

With a copy to:

National Bank Financial Markets
1115 Metcalfe Street, 23rd Floor
Montreal, QC, H3B 4S9
Attention: Vincent Guimond
Telephone: (514) 390-7932

Email: Vincentx.guimond@bnc.ca

If to Assignor:

Nautilus Community Solar, LLC
c/o Nautilus Solar Energy, LLC
396 Springfield Avenue, Suite 200
Summit NJ, 07901
Courtney@nautilusolar.com
Telephone: (866) 526-0083
Attention: Courtney Matsuishi

If to the Consenting Party:

Rush University System for Health
c/o Ian Hughes
Office of Environmental Sustainability
1620 West Harrison Street
Atrium 1030
Chicago, Illinois 60612
Attn: Ian Hughes
Email: ian_m_hughes@rush.edu

With a copy to:

Rush University Medical Center
Rush Legal
1700 W. Van Buren St., Suite 301
Chicago, IL 60056
Attn: General Counsel

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person; (b) if sent by reputable overnight delivery service (including Federal Express, DHL and other similar overnight delivery services); (c) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested; or (d) if sent by electronic mail confirmed by telephone. Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by electronic mail shall be deemed to have been validly and effectively given on the day (if a business day and, if not, on the next following business day) on which it is transmitted if transmitted before 4 p.m., recipient's time, and if transmitted after that time, on the next following business day; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder to any other location within the United States by giving thirty (30) days' written notice to the other parties in the manner set forth herein above.

8. Secured Obligations

The Consenting Party agrees and acknowledges that the senior lien granted under the Guaranty, Pledge and Security Agreement to the Assignee (as Collateral Agent thereunder for the benefit of the Secured Parties) may later be replaced by a senior lien securing the obligations of Nautilus Solar Term Holdco, LLC ("Term Borrower"), an affiliate of Borrower, which is contemplated to a subsequent direct or indirect owner of Assignor, under the Financing Agreement (the "Term Loan Financing Agreement"), dated as of September 24, 2020, by and among Term Borrower, National Bank of Canada as Issuing Bank, Agent and Collateral Agent thereunder (the "Term Loan Collateral Agent"), and the Lenders party thereto, and any other documents executed from time to time in connection with the foregoing (collectively, and as amended, the "Term Loan Financing Documents"); and that, in such event, (i) this Consent will remain in full force and effect and continue to apply in favor of Term Loan Collateral Agent and (ii) the terms "Assignee", "Guaranty, Pledge and Security Agreement" and "Financing Agreement" as used hereunder shall be deemed to refer to, respectively, the Term Loan Collateral Agent under the term Loan Financing Documents, the replacement security agreement and the Term Loan Financing Agreement; provided that the Term Loan Collateral Agent shall deliver notice to the Consenting Party of the effectiveness of such replacement senior lien and any new payment instructions with thirty (30) days of such replacement of the senior lien.

9. Governing Law

THIS CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY, AND CONSTRUED UNDER, THE LAWS OF THE STATE OF ILLINOIS, APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE AND WITHOUT REFERENCE TO CONFLICTS OF LAWS.

10. Successors and Assigns

This Consent shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (which assigns, in the case of Assignee, shall include, without limitation, any nominee, designee or assignee of Assignee and any purchaser of all or any portion of rights under the Assigned Agreement in connection with an Event of Default or a foreclosure by Assignee). This Consent may only be assigned with the prior written consent of Assignee.

11. Amendment, Waiver and Severability

Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by Consenting Party, Assignor and Assignee. The invalidity or unenforceability of any provision of this Consent shall not affect the validity or enforceability of any other provision of this Consent, which shall remain in full force and effect.

12. Waiver of Trial by Jury

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CONSENTING

PARTY, ASSIGNOR AND THE ASSIGNEE HEREBY IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT.

13. Counterparts

This Consent may be executed in any number of counterparts and when signed by all the parties listed below shall constitute a single binding agreement. Delivery of an executed counterpart of a signature page of this Consent by facsimile or portable document format (“pdf”) shall be effective as delivery of a manually executed counterpart of this Consent.

14. Entire Agreement

This Consent embodies the complete agreement among the parties hereto with respect to the matters specified herein and supersedes all other oral or written understandings or agreements.

15. Headings Descriptive

The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provisions of this Consent.

16. Further Assurances

The Consenting Party will at any time and from time to time, upon the written request of Assignee, execute and deliver such further documents and do such other acts and things as Assignee may reasonably request in order to effectuate more fully the purposes of this Consent.

17. Conflicts

In the event of a conflict between any provision of this Consent and the provisions of the Assigned Agreement, the provisions of this Consent shall prevail.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Consent as of the date first above written.

RUSH UNIVERSITY SYSTEM FOR HEALTH as Consenting Party

By: DocuSigned by: Jeremy Strong
94F0215A8B1148E
Its: VP, Supply chain
Name: Jeremy Strong
Title: VP, supply chain
Date: 2/19/2025

Nautilus Community Solar, LLC

By: Signed by: Courtney Matsuishi
26592788330478
Name: ~~Brett Smith~~ Courtney Matsuishi
Title: ~~Authorized Signatory~~ Secretary
Date: 2/20/2025

Accepted:

NATIONAL BANK OF CANADA,
as Assignee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____