2025K004528

SANDY WEGMAN RECORDER - KANE COUNTY, IL RECORDED: 2/6/2025 11:00 AM REC FEE: 81.00 RHSPS: 18.00

PAGES: 8

This instrument was prepared by, and the original should be returned to:

SV CSG Wilson School Solar, LLC c/o SunVest Solar, LLC Attn: Tim Polz 330 W. State Street, Suite 1 Geneva, IL 60134 (630) 842-7904

MEMORANDUM OF SOLAR OPTION AND LAND LEASE

THIS MEMORANDUM OF SOLAR OPTION AND LAND LEASE ("Memorandum") is entered into this day of Flores, 2025 by between CHB Family Limited Partnership, an Illinois limited partnership ("Owner" or "Grantor"), and SV CSG Wilson School Solar, LLC, a Delaware limited liability company, and its successors and assigns ("Project Company" or "Grantee").

RECITALS:

- A. Owner and Project Company have entered into a certain Solar Option and Land Lease dated February, 2025 ("Lease Agreement"), whereby Owner, upon Project Company's exercise of the Option, has agreed to (i) lease to Project Company a portion of the real property legally described in Schedule A attached hereto ("Property"), such portion is more particularly depicted in Schedule B attached hereto ("Depiction of Leased Premises") for Solar Energy Purposes, and (ii) to grant certain easements upon the Leased Premises (or, as applicable, the Property), including a Solar Easement, for Solar Energy Purposes (collectively, the "Easements").
- B. The Parties wish to give notice of the existence of such Lease Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Owner and Project Company have entered into the Lease Agreement dated <u>rely le</u>, 2025 ("Effective Date"), in which Owner has granted to Project Company an Option to lease the Leased Premises. Pursuant to the Lease Agreement, Project Company has the exclusive right to use the Leased Premises for Solar Energy Purposes, together with certain other rights related to the Property, all as more fully described in the Lease Agreement. As used in this Memorandum, "Solar Energy Purposes" means converting solar energy into

- electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.
- 2. The initial term of the Lease Agreement commences on the Effective Date and expires on the third (3rd) anniversary of the Effective Date ("**Option Period**"). Throughout the Option Period, Project Company shall have the right to conduct certain studies and tests on the Property, including extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Leased Premises, and conducting such other tests, studies, inspections and analyses on the Property as Project Company deems necessary, useful or appropriate.
- 3. Upon Project Company's delivery to Owner of written notice of its election to exercise the Option ("Option Notice"), the Lease Agreement shall automatically be extended for the Operating Term. The Operating Term of the Lease Agreement shall commence upon the expiration date of the Option Period, or upon such earlier date specified by Project Company in the Option Notice ("Operating Term Commencement Date") and shall expire on the 25th anniversary of the Commercial Operation Date, as defined therein, unless terminated earlier in accordance with the terms of the Lease Agreement ("Operating Term"). In addition, Project Company has a right to extend the Operating Term for two (2) additional periods of five (5) years each upon written notice to Owner (the "Renewal Terms"). The Option Period, and, as applicable, the Operating Term and any Renewal Term, shall collectively constitute the "Term" of the Lease Agreement.
- 4. Owner shall have no ownership or other interest in any Solar Facilities installed on the Leased Premises by Project Company and Project Company may remove any or all Solar Facilities at any time.
- 5. Upon exercising the Option, Owner has agreed to grant Project Company a solar easement ensuring access to direct sunlight, as more particularly described in the Agreement ("Solar Easement").
- 6. Project Company and any successor or assign of Project Company shall at all times have the right, without need for Owner's consent, to do any of the following, conditionally or unconditionally, with respect to the Lease Agreement or to all or any portion of the Leased Premises: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, assign, lease, mortgage, encumber or transfer to one or more third parties or to any affiliate of Project Company's the Lease Agreement, or any right or interest in the Lease Agreement, or any or all right or interest of Project Company in the Leased Premises or in any or all of the Solar Facilities that Project Company or any other party may now or hereafter install on the Leased Premises; provided, that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term; (ii) the assignee or transferee shall be subject to all

of the obligations, covenants and conditions applicable to Project Company; and (iii) Project Company shall not be relieved from liability for any of its obligations under the Lease Agreement by virtue of the assignment or conveyance unless Project Company assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Project Company shall have no continuing liability.

- 7. Upon exercising the Option, the Lease and Easements granted pursuant to the Agreement, including the Solar Easement, and any other easements and rights granted Project Company therein shall run with the land. The Agreement shall inure to the benefit of and be binding upon Owner and Project Company and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Project Company, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 8. This Memorandum has been executed and delivered by the Parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Agreement.
- 9. The terms and conditions of the Agreement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Agreement and this Memorandum, the Agreement shall control. Any capitalized term used in this Memorandum but not defined herein shall have the meanings set forth in the Agreement.

Signature pages follow

IN WITNESS WHEREOF, the undersigned have caused this Memorandum to be executed as of the Effective Date.

OWNER (Grantor)
CHB Family Limited Partnership an Illinois limited partnership
Name: CHARLES BURNIDGE
Name: CHARLES BURNIDGE
Title: PRESIDENT
STATE OF ILLINIOIS
COUNTY OF KALE
This record was acknowledged before me on this 5 day of Fescusion, 2025, by CHARLES BURNOGE, as PRESIDENT of CHB Family Limited Partnership, an Illinois limited partnership.
Witness my hand and official seal. OFFICIAL SEAL WILLIAM CLAYTON FRENCH Notary Public, State of Illinois Commission No. 999684 My Commission Expires November 07, 2028 Notary Public
My commission expires: Nov. 7, 2025
Printed Name: WILLIAM C. FRENCH

IN WITNESS WHEREOF, the undersigned have caused this Memorandum to be executed as of the Effective Date.

PROJECT COMPANY (Grantee)

SV CSG Wilson School Solar, LLC, a Delaware limited liability company

By: SV Development, LLC, a Delaware limited liability company

By: SunVest Solar, LLC, a Delaware limited liability-company, its sole member

Name: Timothy Polz

Title: Authorized Individual

STATE OF ILLINOIS

) ss.

COUNTY OF

This record was acknowledged before me on this day of February, 2025, by Tim Polz, as Authorized Individual of SunVest Solar, LEC, a Delaware limited liability company.

OFFICIAL SEAL

WILLIAM CLAYTON FRENCH
Notary Public, State of Minois
Commission No. 999664
My Commission Expires November 07, 2028

My commission expires: Nov. 7, 2028

Printed Name: WILLIAM C FRENCH

SCHEDULE A TO MEMORANDUM OF SOLAR OPTION AND LAND LEASE

Legal Description of Property

That Part of Section 8, Township 41 North, Range 8 East of the Third Principal Merdian, Described as follows:

Commencing at the Southeast corner of said Section 8; Thence North 89 degrees 38 minutes 30 seconds West, along the South line of said Section 8, a distance of 1067.26 feet (record being North 89 degrees 54 minutes West and 1065.24 feet); Thence North 00 degrees 02 minutes 50 seconds East, a distance of 877.05 feet (record being North and 875.82 feet) to the Northeasterly corner of Lot 14 in Block 3 of the Third Addition to Almora Heights, being a subdivision of part of the Southeast Quarter of Section 8 and part of the Northeast Quarter of Section 17, Township and Range aforesaid; Thence North 74 degrees 06 minutes 00 seconds West, a distance of 2112.54 feet (record being North 74 degrees 06 minutes West and 2114.20 feet) to an existing iron stake for the point of beginning; Thence North 74 degrees 21 minutes 40 seconds West, a distance of 342.50 feet; Thence North 74 degrees 10 minutes 43 seconds West a distance of 1231.20 feet (record being North 74 degrees 09 minutes 10 seconds West and 1231.50 feet) to an existing iron stake; Thence North 18 degrees 18 minutes 01 seconds East, along a monumented line, said line hereinafter referred to as line "A", a distance of 2156.22 feet (record being North 18 degrees 16 minutes 30 seconds East 2159.30 feet) to an existing iron stake, hereinafter referred to as point "C"; Thence North 15 degrees 38 minutes 10 seconds East, along a monumented line, a distance of 192.92 feet (record being North 15 degrees 56 minutes East and 193.38 feet) to the centerline of Highland Avenue Road; Thence South 79 degrees 54 minutes 26 seconds East, along said centerline, a distance of 194.60 feet to an angle in said centerline; Thence South 79 degrees 33 minutes 48 seconds East, along said centerline, a distance of 251.30 feet to an angle in said centerline; Thence South 79 degrees 03 minutes 05 seconds East, along said centerline, a distance of 312.47 feet to an angle in said centerline; Thence South 77 degrees 34 minutes 22 seconds East, along said centerline, a distance of 300.00 feet to an angle in said centerline; Thence South 75 degrees 34 minutes 57 seconds East, along said centerline, a distance of 322.08 feet to a monumented line the bears North 13 degrees 22 minutes 18 seconds East and passes through the point of beginning; Thence South 13 degrees 22 minutes 18 seconds West, along said monumented line, a distance of 2443.46 feet (record being South 13 degrees 22 minutes West and 2443.70 feet) the point of beginning: Excepting therefrom that part lying Northerly and Westerly of the following described line said described as described as follows: Commencing at the aforesaid Point "C" Thence North 15 degrees 38 minutes 10 seconds East, along a monumented line, a distance of 192.92 feet (record being North 15 degrees 56 minutes East and 193.38 feet) to the centerline of Highland Avenue Road; Thence South 79 degrees 54 minutes 26 seconds East, along said centerline, a distance of 194.60 feet to an angle in said centerline, Thence South 79 degrees 33 minutes 48 seconds East, along said centerline, a distance of 251.30 feet to a monumented line and hereafter referred to as point "D"; Thence South 11 degrees 15 minutes 55 seconds West, along said monumented line, a distance of 226.84 feet (record being South 11 degrees 30 minutes West and 226.84 feet) to an existing iron stake, this line hereafter referred to as line "B"; Thence North 80 degrees 24 minutes 31 seconds West, a distance of 465.73 feet (record being North 80 degrees

10 minutes 50 seconds West and 467.73 feet) to a point on the aforesaid line "A" that is 40.78 feet (as measured along said line "A"), Southerly of aforesaid point "C"; Thence South 18 degrees 18 minutes 01 seconds West, along said line "A", a distance of 289.29 feet for the point of beginning of said described line; Thence South 78 degrees 44 minutes 05 seconds East, along said described line, a distance of 520.96 feet to the intersection with a line that is 20.00 feet, as measured perpendicular, Easterly of and parallel to the aforesaid line "B"; Thence North 11 degrees 15 minutes 55 seconds East, along said parallel and described line, a distance of 527.67 feet to the aforesaid centerline, being along a line that bears South 79 degrees 03 minutes 05 seconds East from aforesaid point "D" for the terminus of said described line, situated in Elgin Township, Kane County, Illinois and containing 75.31 acres more or less.

's06-08-100-008, 06-08-100-023, 06-08-300-002 and 06-08-300-008

SCHEDULE B TO MEMORANDUM OF SOLAR OPTION AND LAND LEASE

Depiction of Leased Premises

