

**2025K010868**

**SANDY WEGMAN**  
**RECORDER - KANE COUNTY, IL**  
**RECORDED: 3/27/2025 11:28 AM**  
**REC FEE: 81.00 RHSPS: 18.00**  
**PAGES: 7**

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

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

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**MEMORANDUM OF SOLAR OPTION AND LAND LEASE**

THIS MEMORANDUM OF SOLAR OPTION AND LAND LEASE (“**Memorandum**”) is entered into this 26<sup>th</sup> day of March, 2025 by between [Big Rock Farm, LLC, an Illinois limited liability company (“**Owner**” or “**Grantor**”), and SV CSG Welter Road 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 March 26, 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 described in Schedule B attached hereto (“**Leased Premises**”) for Solar Energy Purposes.
- 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 March 26, 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 (3<sup>rd</sup>) 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 Leased Premises, 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 Leased Premises 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 20<sup>th</sup> anniversary of the Operating Term Commencement 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 three (3) 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. 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 with Owner consent, all of its interests under the Agreement to the Transferee and Transferee assumes of all Project Company’s liabilities (whether potential or actual) under the Agreement, in which event Project Company shall have no continuing liability.

6. Upon exercising the Option, the Lease granted pursuant to the Agreement 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.
7. This Memorandum has been executed and delivered by the Parties for the purpose of recording and giving notice of the lease rights in accordance with the terms, covenants and conditions of the Agreement.
8. 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)**

**Big Rock Farm, LLC**  
An Illinois limited liability company

By: [Signature]

Name: Admir Boudubeda

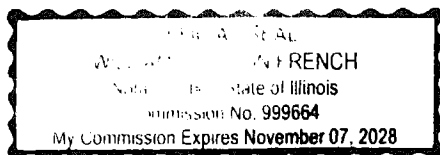
Title: Manager

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF De Page )

This record was acknowledged before me on this 26<sup>th</sup> day of March, 2025, by Admir Boudubeda, as Manager of Big Rock Farm, LLC, an Illinois limited liability company.

Witness my hand and official seal.

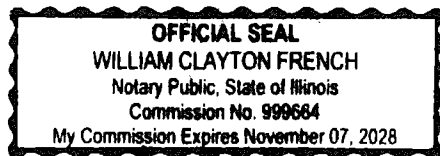
[SEAL]



[Signature]  
Notary Public

My commission expires: 11-07-2028

Printed Name: William French



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

**PROJECT COMPANY (Grantee)**

**SV CSG Welter Road Solar, LLC,**  
a Delaware limited liability company

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

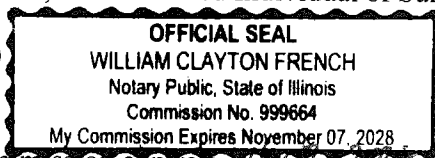
By: SunVest Solar, LLC,  
a Delaware limited liability company, its sole member

By:   
Name: Timothy Polz  
Title: Authorized Individual

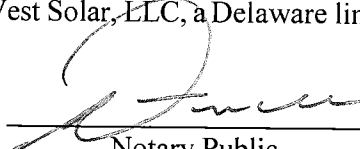
STATE OF ILLINOIS                    )  
                                                  ) ss.  
COUNTY OF KANE                    )

This record was acknowledged before me on this 26<sup>th</sup> day of March, 2025, by Tim Polz, as Authorized Individual of SunVest Solar, LLC, a Delaware limited liability company.

(Seal)



My commission expires: 11-07-2028

  
Notary Public

Printed Name: William French

**SCHEDULE A  
TO MEMORANDUM OF SOLAR OPTION AND LAND LEASE**

**Legal Description of Property**

THAT PART OF THE FOLLOWING LYING SOUTH OF THE CENTERLINE OF WELTER ROAD, DESCRIBED AS: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 31 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THENCE WEST 3.03 CHAINS (199.98 FEET); THENCE NORTH 19 DEGREES 28 MINUTES EAST 18.48 CHAINS (1219.68 FEET) TO THE CENTER OF THE ROAD, THENCE SOUTH 65 DEGREES 5 MINUTES EAST 50 LINKS (396 FEET); THENCE SOUTH 19 DEGREES 28 MINUTES WEST 10.63 CHAINS (701.58 FEET) TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 AFORESAID; THENCE SOUTH 7.20 CHAINS (475.20 FEET) TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF VIRGIL, KANE COUNTY, ILLINOIS.

PINs: 07-24-200-002-0000 and 07-24-400-001

**SCHEDULE B  
TO MEMORANDUM OF SOLAR OPTION AND LAND LEASE**

**Legal Description of Leased Premises**

**Page 1**

THAT PART OF THE FOLLOWING LYING SOUTH OF THE CENTERLINE OF WELTER ROAD, DESCRIBED AS: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 31 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THENCE WEST 3.03 CHAINS (199.98 FEET); THENCE NORTH 19 DEGREES 28 MINUTES EAST 18.48 CHAINS (1219.68 FEET) TO THE CENTER OF THE ROAD, THENCE SOUTH 65 DEGREES 5 MINUTES EAST 50 LINKS (396 FEET); THENCE SOUTH 19 DEGREES 28 MINUTES WEST 10.63 CHAINS (701.58 FEET) TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 AFORESAID; THENCE SOUTH 7.20 CHAINS (475.20 FEET) TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF VIRGIL, KANE COUNTY, ILLINOIS.

PINs: 07-24-200-002-0000 and 07-24-400-001

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Prepared by:**

Husch Blackwell LLP  
Attn: Blake Hansen  
1801 Wewatta St., Suite 1000  
Denver, CO 80202

**After recording please return to:**

SV CSG Welter Road Solar, LLC  
c/o SunVest Solar, LLC  
Attn: Tim Polz, Manager  
330 West State Street, Suite 1  
Geneva, IL 60134

**SCRIVENER'S ERROR AFFIDAVIT RELATING TO MEMORANDUM OF SOLAR OPTION  
AND LAND LEASE**

I, Blake Hansen, an attorney with Husch Blackwell LLP, located at 1801 Wewatta Street, Suite 1000, Denver, CO 80202, being first duly sworn, on oath states from personal knowledge:

1. Reference is made to that certain Memorandum of Solar Option and Land Lease dated March 26, 2025, by and between Big Rock Farm, LLC, an Illinois limited liability company, as Owner, and SV CSG Welter Road Solar, LLC, a Delaware limited liability company, as Project Company, recorded March 27, 2025, as Instrument No. 2025K010868 of the Office of the Kane County, Illinois Recorder ("**Memorandum**").
2. A scrivener's error was made in the description of the Leased Premises in the Memorandum. To wit, the incorrect PIN numbers were erroneously included in Schedule B of the Memorandum, which erroneously describes property not included in the Lease (as defined in the Memorandum) subject of such Memorandum.
3. The purpose of this affidavit is to correct the reference to the PIN numbers in the Memorandum.
4. The correct description of the PIN number(s) of the Leased Premises is as follows:

PIN: 07-24-200-010

[Remainder of page left intentionally blank - signature page to follow]

IN WITNESS WHEREOF, Affiant has caused these presents to be executed on this 21  
day of May 2026.

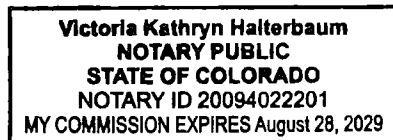
AFFIANT:

Blake Hansen  
Name: Blake Hansen, Attorney

STATE OF COLORADO       §  
                                         §  
COUNTY OF DENVER       §

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared before me Blake Hansen, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 21 day of MAY  
2026.

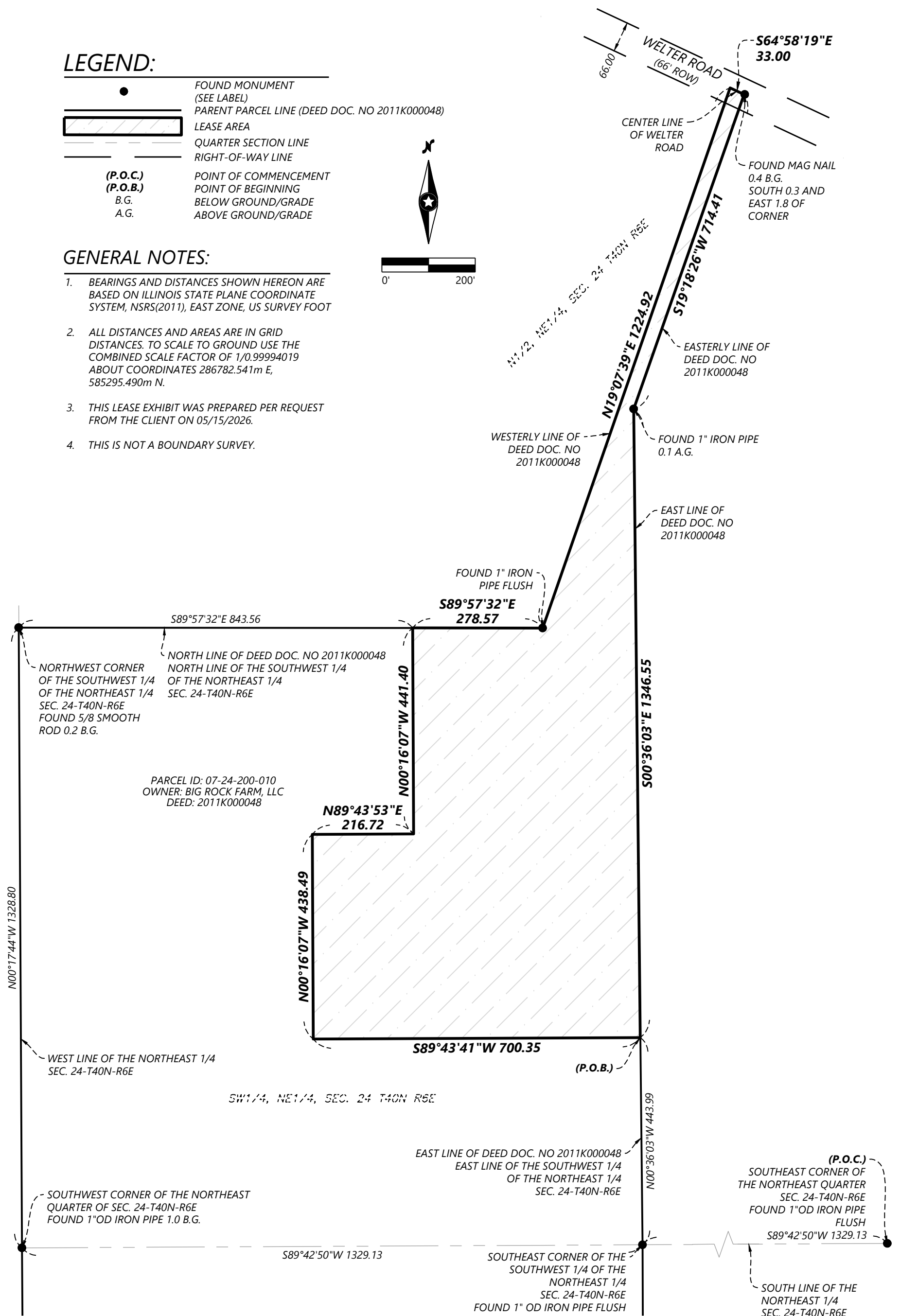
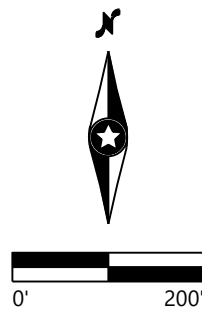


Victoria Kathryn Halterbaum  
Notary Public, State of Colorado

My commission expires: August 28, 2029

|                                                                                   |                               |
|-----------------------------------------------------------------------------------|-------------------------------|
|  | FOUND MONUMENT<br>(SEE LABEL) |
|  | PARENT PARCEL LINE (DEED)     |
|  | LEASE AREA                    |
|  | QUARTER SECTION LINE          |
|  | RIGHT-OF-WAY LINE             |
| <b>(P.O.C.)</b>                                                                   | POINT OF COMMENCEMENT         |
| <b>(P.O.B.)</b>                                                                   | POINT OF BEGINNING            |
| B.G.                                                                              | BELOW GROUND/GRADE            |
| A.G.                                                                              | ABOVE GROUND/GRADE            |

1. *BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, NSRS(2011), EAST ZONE, US SURVEY FOOT*
2. *ALL DISTANCES AND AREAS ARE IN GRID DISTANCES. TO SCALE TO GROUND USE THE COMBINED SCALE FACTOR OF 1/0.99994019 ABOUT COORDINATES 286782.541m E, 585295.490m N.*
3. *THIS LEASE EXHIBIT WAS PREPARED PER REQUEST FROM THE CLIENT ON 05/15/2026.*
4. *THIS IS NOT A BOUNDARY SURVEY.*



PARENT PARCEL DESCRIPTION

PER DOCUMENT NUMBER 2011K000048

THAT PART OF THE FOLLOWING LYING SOUTH OF CENTER LINE OF WELTER ROAD, DESCRIBED AS: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 31 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THENCE WEST 3.03 CHAINS (199.98 FEET); THENCE NORTH 19 DEGREES 28 MINUTES EAST 18.48 CHAINS (1219.68 FEET) TO THE CENTER OF THE ROAD, THENCE SOUTH 65 DEGREES 5 MINUTES EAST 50 LINKS (396 FEET); THENCE SOUTH 19 DEGREES 28 MINUTES WEST, 10.63 CHAINS (701.58 FEET) TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 AFORESAID; THENCE SOUTH 7.20 CHAINS (475.20 FEET) TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF VIRGIL, KANE COUNTY, ILLINOIS

PARCEL NO.: 07-24-200-010

PROPOSED LEASE AREA DESCRIPTION

A PARCEL OF LAND LOCATED IN THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 06 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, BEING PART OF A PARCEL OF LAND AS DESCRIBED AND RECORDED JANUARY 3RD, 2011 AS DOCUMENT NUMBER 2011K000048 IN THE KANE COUNTY RECORDER OF DEEDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24; THENCE SOUTH 89 DEGREES 42 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1329.13 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 36 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER ALSO BEING THE EAST LINE OF SAID DEED DOCUMENT NUMBER 2011K000048, A DISTANCE OF 443.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 43 MINUTES 41 SECONDS WEST, A DISTANCE OF 700.35 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 07 SECONDS WEST, A DISTANCE OF 438.49 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 53 SECONDS EAST, A DISTANCE OF 216.72 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 07 SECONDS WEST, A DISTANCE OF 441.40 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER ALSO BEING THE NORTH LINE OF SAID DEED DOCUMENT NUMBER 2011K000048; THENCE SOUTH 89 DEGREES 57 MINUTES 32 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 278.57 FEET TO A FOUND 1" IRON PIPE; THENCE NORTH 19 DEGREES 07 MINUTES 39 SECONDS EAST ALONG A WESTERLY LINE OF SAID DEED DOCUMENT NUMBER 2011K000048, A DISTANCE OF 1224.92 FEET TO THE CENTER LINE OF WELTER ROAD; THENCE SOUTH 64 DEGREES 58 MINUTES 19 SECONDS EAST ALONG SAID CENTERLINE, A DISTANCE OF 33.00 FEET; THENCE SOUTH 19 DEGREES 18 MINUTES 26 SECONDS WEST ALONG AN EASTERLY LINE OF SAID DEED DOCUMENT NUMBER 2011K000048, A DISTANCE OF 714.41 FEET TO A FOUND 1" IRON PIPE ON THE EAST LINE OF SAID DEED DOCUMENT NUMBER 2011K000048; THENCE SOUTH 00 DEGREES 36 MINUTES 03 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 1346.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 595,073 SQUARE FEET, OR 13.661 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD, IF ANY.

BEARINGS, DISTANCES, AND ACREAGES SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, EAST ZONE, NAD83(2011 ADJ), US SURVEY FOOT.

\\westwoodps.local\Global Projects\0078301-001\_CAD\Survey\0078301Y-Lease Exhibit.dwg

A PARCEL OF LAND LOCATED IN THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 06 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, BEING PART OF A PARCEL OF LAND AS DESCRIBED AND RECORDED JANUARY 3RD, 2011 AS DOCUMENT NUMBER 2011K000048 IN THE KANE COUNTY RECORDER OF DEEDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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