

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

SV CSG SunTrust Solar, LLC  
c/o SunVest Solar, LLC  
Attn: Tim Polz  
330 W. State Street, Suite 1  
Geneva, IL 60134

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MEMORANDUM OF SOLAR OPTION AND LAND LEASE

THIS MEMORANDUM OF SOLAR OPTION AND LAND LEASE (“**Memorandum**”) is entered into this 2<sup>nd</sup> day of October, 2024 by between Jennie Sun, as Trustee of the Sun Grandchildren’s Personal Trust Dated December 7, 2020 (“**Owner**” or “**Grantor**”), and SV CSG SunTrust 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 October 2, 2024 (“**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 (“**Leased Premises**”) for Solar Energy Purposes, and (ii) to grant certain easements upon the Leased Premises (or, as applicable, the Property), including an Access Easement, a Transmission Easement, a Temporary Construction Easement, and 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 Oct. 2, 2024 (“**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 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 25<sup>th</sup> 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.

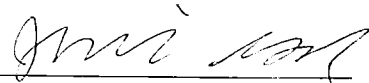
*Signature pages follow*

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

**OWNER (Grantor)**

**Jennie Sun,**

as Trustee of the Sun Grandchildren's Personal Trust Dated December 7, 2020

By: 

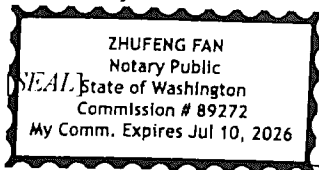
Name: Jennie Sun

Title: Trustee

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

This record was acknowledged before me this 25th day of Sept., 2024, by Jennie Sun as Trustee of the Sun Grandchildren's Personal Trust Dated December 7, 2020.

Witness my hand and official seal.



My commission expires: 7/10/2026

Printed Name: ZHUFENG FAN

  
Notary Public


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

**PROJECT COMPANY (Grantee)**

**SV CSG SunTrust Solar, LLC,**  
a Delaware limited liability company

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

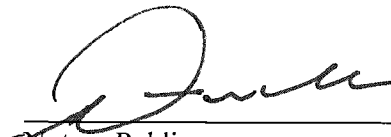
By: SunVest Solar, LLC,  
a Delaware limited liability company, its sole member

By:   
Name: Timothy Polz  
Title: Authorized Individual

STATE OF ILLINOIS   )  
  ) ss.  
COUNTY OF KANE    )

This record was acknowledged before me on this 2<sup>nd</sup> day of, October, 2024,  
by Tim Polz as Authorized Individual of SunVest Solar, LLC, a Delaware limited liability  
company.

(Seal)

  
\_\_\_\_\_  
Notary Public  
My commission expires: 10/27/24  
Printed Name: William French

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

**Legal Description of Property**

PIN#: 02-23-300-005 and 02-26-100-007

**PARCEL 1: THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 23 ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER THENCE SOUTH ALONG THE EAST LINE THEREOF 781.51 FEET TO THE SOUTHERLY LINE OF ILLINOIS STATE TOLL HIGHWAY; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE, FORMING ANGLE OF 66 DEGREES 16 MINUTES**

**(MEASURED FROM NORTH TO WEST) WITH SAID EAST LINE, 1,910.85 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING IN KANE COUNTY ILLINOIS EXCEPT THAT PART CONVEYED BY DEED 885934 AND TAKEN BY COURT ORDER RECORDED AS DOCUMENT 2019K51416**

**PARCEL 2: THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26 (EXCEPT THAT PART LYING EASTERLY OF A LINE DRAWN FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER TO A POINT IN THE SOUTH LINE OF SAID QUARTER, 8 CHAINS WEST OF THE SOUTHEAST CORNER THEREOF) AND THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26 LYING NORTHERLY OF A LINE DRAWN FROM THE NORTHWEST CORNER OF SAID QUARTER TO A POINT IN THE EAST LINE OF SAID QUARTER 8 CHAINS SOUTH OF THE NORTHEAST CORNER THEREOF; ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS**

**PARCEL 3: THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26 IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER 300 FEET; THENCE NORTHEASTERLY 349.86 FEET TO A POINT ON A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EAST LINE OF SAID**

QUARTER QUARTER THAT IS 8 CHAINS SOUTH OF THE NORTHEAST CORNER  
OF SAID QUARTER QUARTER TO THE NORTHWEST CORNER OF SAID  
QUARTER QUARTER THAT IS 323.11 FEET SOUTHEASTERLY OF THE  
NORTHWEST CORNER OF SAID QUARTER QUARTER; THENCE  
NORTHWESTERLY ALONG SAID LINE 323.11 FEET TO THE POINT OF BEGINNIG  
IN

KANE COUNTY ILLINOIS.

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

**Depiction of Leased Premises**

