2025K035777

SANDY WEGMAN

RECORDER - KANE COUNTY, IL RECORDED: 9/16/2025 1:18 PM REC FEE: 81.00 RHSPS: 18.00

PAGES: 8

EXHIBIT D

FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Clean Field Power, LLC c/o Aldric Seguin, Chairman & Partner 211 Island Rd Mahwah, NJ 07430

With a Copy To:

Clean Field Power, LLC c/o Gary LaNoce, Chief Operating Officer 4919 Larchwood Ave Philadelphia, PA 19143 glanoce@cleanfieldpower.com

MEMORANDUM OF SOLAR ENERGY AND STORAGE LEASE AGREEMENT

THIS MEMORANDUM OF SOLAR ENERGY AND STORAGE LEASE AGREEMENT (this "Memorandum") is dated September 10, 2025 ("Effective Date"), by and between <u>JG Farm Properties</u>, <u>LLC</u>, an Illinois limited liability company ("Lessor" or "Landowner"), with and address of 2260 Tanglewood Dr Aurora, IL 60506, to be indexed as grantor, and <u>Clean Field Power</u>, <u>LLC</u>, a Delaware limited liability company ("Lessee" or "Company"), with and address of 211 Island Rd, Mahwah, NJ 07430, to be indexed as grantee.

WHEREAS, the Lessor and Lessee have entered into a Solar Energy and Storage Lease Agreement dated September 10, 2025 ("Lease Agreement") with respect to a leasehold interest and easements burdening the Land (described below and attached as Exhibit "AA" and Exhibit "BB"); and

WHEREAS, Lessor and Lessee desire to provide notice to third parties of said Lease Agreement by recording this Memorandum in the Kane County Recorder for the county in which the Land is located.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby provide public notice of and agree to the following:

<u>Demise; Description of Premises</u>. Pursuant to the Lease Agreement, Lessor has granted a lease unto Lessee upon the certain premises described on **Exhibit "AA" and Exhibit "BB"** attached hereto (the "Land" or the "Leased Property") for purposes of developing, constructing,

owning, operating and otherwise dealing with (i) a solar powered electric generating facility and/or (ii) battery storage facility, subject to the terms and conditions contained in the Lease Agreement (each, an "Energy Facility").

Term. The effective date of the Lease Agreement (the "Effective Date") is September 10, 2025. The Lease Agreement contains a development feasibility term beginning on the Effective Date and ending on the earliest to occur of the Commercialization Date (as defined below) or one (1) year following the Effective Date or termination by Lessee as to the entire Land, (the "Development Feasibility Term"). Lessee may extend the Development Feasibility Term for three (3) additional one (1) year periods by notice to Lessor before the expiration of the Development Feasibility Term or any extension thereof. Company shall notify Landowner if it elects to extend or terminate in writing within seven (7) days prior to each expiration of the Development Feasibility Term. If the Commercialization Date occurs prior to the expiration of the Development Feasibility Term the Lease Agreement will enter into a twenty-six (26) year commercial term ("Commercial Term") which may be extended by Lessee for three (3) additional periods of five (5) years each by written notice to Lessor not earlier than eighteen (18) months and not later than six (6) months prior to the expiration of the Commercial Term or any extension thereof. For purposes of this paragraph, the term "Commercialization Date" shall mean the date on which the earliest of the following occurs: (i) the expiration of the Development Feasibility Term after any extensions, unless sooner terminated by Company; or, (ii) Three (3) months after contractors receive a permit from the local governing authority to commence physical construction of the Energy Facility on the Leased Property; or (iii) the date when contractors commence physical construction of the Energy Facility on the Leased Property. If all extensions of the Lease Agreement are exercised, then the Lease Agreement will expire on September 10, 2067, unless sooner terminated.

Other Terms and Provisions. The Lease Agreement contains other provisions governing the rights, duties and obligations of Lessor and Lessee. Reference is made to the Lease Agreement for the complete provisions. This Memorandum is not intended to modify or supplement the provisions of the Lease Agreement. In the event of a conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.

(Signatures on following pages)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:	
CLEAN FIELD POWER, LLC	
a Delaware limited liability company	y
By: Aldric Seguin	_
Name: Aldric Seguin	
Title: Chairman & Partner	
STATE OF	
personally known to me	or proved to me on the basis of satisfactory evidence to be the within instrument, and acknowledged to me that he executed
NOTARIAL SEAL	Kathlen M. Colucci.
	Notary – State of WJ

KATHLEEN M. COLUCCI NOTARY PUBLIC OF NEW JERSEY Commission # 50148342 My Commission Expires 1/13/2028

Notary Registration No.: 501218342

My Commission Expires: 11326

(Signatures continue on following page)

LESSOR:		
JG Farm Properties, LLC, an Illinois limited liability c	company	
By: Scott Jesseman (Sep 11, 2025 10:50:27 EDT)		
Name: <u>Scott Jesseman</u> Title: <u>Partner</u>		
STATE OF ILLINOIS		
COUNTY OF COOK)ss.)	
Scott Jesseman personally know	wn to me or proved to cribed to the within inst	2025 before the undersigned, personally appeared me on the basis of satisfactory evidence to be the rument, and acknowledged to me that he executed
NOTARIAL SEAL	OFFICIAL SEAL STEPHANIE N MARTINEZ NOTARY PUBLIC, STATE OF ILLI MY COMMISSION EXPIRES: 12/08	
		Notary – State of Illinois
		My Commission Expires: December 08, 2025
		Notary Registration No.:

EXHIBIT AA

The Easement Property

PARCEL 1:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTH 1/2 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 34 AFORESAID 20.10 CHAINS NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 89 DEGREES EAST 5.5 CHAINS; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 20.10 CHAINS TO A POINT IN THE SOUTH LINE OF THE NORTHWEST 1/4 AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 TO THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE CENTER LINE OF THE AURORA AND JERICHO ROAD: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF THE AURORA AND JERICHO ROAD TO A POINT IN THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 TO THE NORTHEAST CORNER THEREOF; THENCE WEST TO THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, (EXCEPT THAT PART OF THE LAND THAT IS LYING SOUTH OF THE NORTH LINE OF JERICHO ROAD), IN KANE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, IN THE TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 34, THENCE EAST ALONG THE SECTION LINE 20.11 CHAINS TO THE NORTHEAST COMER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34, THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF 20.50 CHAINS, THENCE SOUTH 70 DEGREES WEST 4 CHAINS, THENCE SOUTH 14 DEGREES EAST 3.87 CHAINS TO A POINT IN THE CENTER OF THE AURORA AND JERICHO ROAD, THENCE SOUTH 70 DEGREES WEST

307.17 FEET ALONG THE CENTER OF SAID ROAD, THENCE NORTH 15 DEGREES 09 MINUTES WEST 322.45 FEET, THENCE SOUTH 88 DEGREES WEST 781.60 FEET TO THE QUARTER SECTION LINE, THENCE NORTH ALONG SAID QUARTER SECTION LINE 23 CHAINS TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST L/4 OF SAID SECTION 34 AND CENTERIIINE OF JERICHO ROAD; THENCE NORTH 67 DEGREES EAST ALONG SAID CENTERLINE OF ROAD 12.70 CHAINS, THENCE NORTH 14 DEGREES WEST 5.33 CHAINS: THENCE SOUTH 88 DEGREES WEST 10.30 CHAINS TO A POINT IN THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34, THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING:

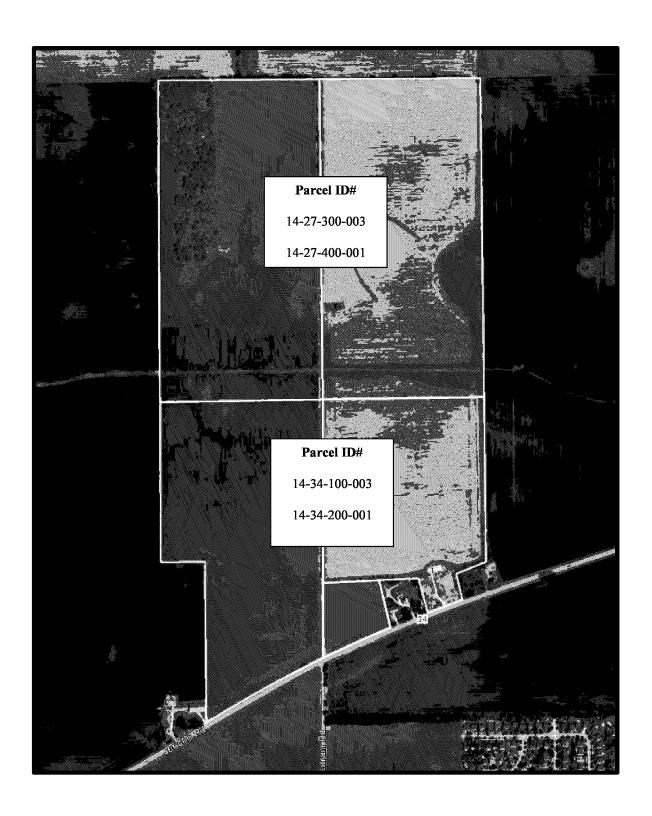
THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LIKE OF THE JERICHO ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD 12.70 CHAINS; THENCE NORTH 14 DEGREES WEST 351 FEET; THENCE SOUTH 88 DEGREES WEST 217.03 FEET; THENCE SOUTH 14 DEGREES EAST 204.4 FEET FOR THE POINT CF BEGINNING; THENCE EASTERLY 100.6 FEET ALONG A LINE MAKING AN ANGLE OF 91 DEGREES 54 MINUTES MEASURED FROM NORTH TO EAST WITH THE LAST DESCRIBED LINE; THENCE SOUTHERLY 70 FEET ALONG A LINE MAKING AN ANGLE OF 91 DEGREES 54 MINUTES MEASURED FROM WEST TO SOUTH WITH THE LAST DESCRIBED LINE; THENCE EASTERLY 93 FEET ALONG A LINE MAKING AN ANGLE OF 83 DEGREES 07 MINUTES, MEASURED FROM NORTH TO EAST, WITH THE LAST DESCRIBED LINE: THENCE SOUTHERLY 103 FEET ALONG A LINE MAKING AN ANGLE OF 83 DEGREES 07 MINUTES, MEASURED FROM WEST TO SOUTH, WITH THE LAST DESCRIBED LINE, TO THE NORTHERLY LINE OF THE ROAD AFORESAID: THENCE SOUTHERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE TO THE CENTER LINE OF SAID JERICHO ROAD, THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 193.6 FEET TO A LINE DRAWN SOUTH 14 DEGREES EAST FROM THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES WEST 216.9 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS; ALSO EXCEPTING THE FOLLOWING: THAT PART OF TEE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LINE OF THE JERICHO ROAD: THENCE NORTHEASTERLY ALONG TEE CENTER LINE OF SAID ROAD 12.70 CHAINS FOR THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES WEST 351 FEET; THENCE SOUTH 88 DEGREES WEST 217.03 FEET; THENCE SOUTH 14 DEGREES EAST 204.4 FEET; THENCE EASTERLY 100.6 FEET ALONG A LINE MAKING AN ANGLE OF 91 DEGRESS 54 MINUTES MEASURED FROM NORTH TO EAST WITH THE LAST DESCRIBED LINE; THENCE SOUTHERLY 70 FEET ALONG A LINE MAKING AN ANGLE OF 91 DEGREES 54 MINUTES, MEASURED FROM WEST TO SOUTH, WITH THE LAST DESCRIBED LINE; THENCE EASTERLY 93 FEET ALONG A LINE MAKING AN ANGLE OF 83 DEGREES 07 MINUTES MEASURED FROM NORTH TO EAST, WITH THE LAST DESCRIBED LINE; THENCE SOUTHERLY 103 FEET ALONG A LINE MAKING AN ANGLE OF 83 DEGREES 07 MINUTES, MEASURED FROM WEST TO SOUTH, WITH THE LAST DESCRIBED LINE, TO THE NORTHERLY LINE OF THE ROAD AFORESAID; THENCE SOUTHERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE TO THE CENTER LINE OF 3AID JERICHO ROAD; THENCE NORTHEASTERLY ALONG SAID CENSER LINE 20 FEES TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

ALSO EXCEPTING THE FOLLOWING:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 34; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 23.0 CHAINS; THENCE NORTH 88 DEGREES EAST 10.3 CHAINS TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES EAST 101.80 FEET; THENCE SOUTH 15 DEGREES 09 MINUTES EAST 321.00 FEET TO THE PRESENT CENTERLINE OF JERICHO ROAD; THENCE WESTERLY ALONG SAID PRESENT CENTERLINE, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 15,498.32 FEET, A DISTANCE OF 106.70 FEET; THENCE NORTH 14 DEGREES WEST 354.09 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT BB

Aerial Map



RECORDER - KANE COUNTY, IL RECORDED: 9/16/2025 1:20 PM REC FEE: 81.00 RHSPS: 18.00

PAGES: 9

EXHIBIT B

FORM OF MEMORANDUM OF EASEMENT AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Attn: Aldric Seguin, Chairman & Partner 211 Island Rd Mahwah, NJ 07430

With a Copy To:
Clean Field Power, LLC
c/o Gary LaNoce, Chief Operating Officer
4919 Larchwood Ave
Philadelphia, PA 19143
glanoce@cleanfieldpower.com

MEMORANDUM OF ADJACENT PROPERTY EASEMENT AGREEMENT

THIS MEMORANDUM OF ADJACENT PROPERTY EASEMENT AGREEMENT (this "Memorandum") is dated September 10, 2025, ("Effective Date"), by and between JG Farm Properties, LLC, an Illinois limited liability company ("Landowner"), with and address of 2260 Tanglewood Dr Aurora, IL 60506, and CFP IL Orchard Solar, LLC, a Delaware limited liability company ("Company"), with and address of 211 Island Rd, Mahwah, NJ 07430, to be indexed as grantee.

WHEREAS, Landowner and Company have entered into an Adjacent Property Easement Agreement dated September 10, 2025 ("Easement Agreement") with respect to a leasehold interest and easements burdening the Land (described below and attached as Exhibit "AA" and Exhibit "BB"); and

WHEREAS, Landowner and Company desire to provide notice to third parties of said Adjacent Property Easement Agreement by recording this Memorandum in the Kane County Recorder's Office for the county in which the Land is located.

NOW THEREFORE, in consideration the payments, as defined in the Easement Agreement (the "Easement Payments"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby provide public notice of and agree to the following:

<u>Demise</u>; <u>Description of Premises</u>. Pursuant to the Easement Agreement, Landowner has granted both exclusive and non-exclusive rights to Company upon the certain premises described on **Exhibit "AA"** and depicted on **Exhibit "BB"** attached hereto (the "**Easement Property**") for purposes of: developing (i) an electrical generating facility for the conversion of solar energy into electrical energy; and/or, (ii) battery storage facility (each an "**Energy Facility**") and providing the means of interconnection to the electrical grid though installation and maintenance of

transmission lines and related improvements, as more fully described in the Solar Energy and Storage Lease Agreement dated as of September 10, 2025 (the "Lease").

<u>Conveyance of the Easement</u>. Pursuant to the Easement Agreement, Landowner has granted and conveyed to Company, the following rights over, under and through those portions of the Easement Property generally described and depicted described on **Exhibit "AA"** and depicted on **Exhibit "BB"** attached hereto (the "**Easement"**) for the following purposes and no other:

- a. **Non-Exclusive.** (i) the right to utilize, on a nonexclusive basis, any access, utility, water, communication, sewer, septic, transmission or other easements, rights of way or licenses already held by Landowner over those portions of the Easement Property identified in the instruments evidencing such rights, and as permitted by the instruments evidencing such rights and other applicable laws; (ii) non-exclusive easements over those portions of the Easement Property for access to the Leased Property, including for vehicular and pedestrian ingress, egress and access to and from the Energy Facility Equipment, whether by means of roads and lanes previously existing on the Easement Property or otherwise by such route(s) as Company may construct from time to time, and including any erosion control or other measures required by permitting authorities for the construction of roads or lanes; and, (iii) a non-exclusive easement to trim or cut down trees, shrubs or any other landscaping and vegetation on the Easement Property as may be necessary for the exercise of rights granted to Company pursuant to this Agreement.
- b. Exclusive. (i) exclusive easements on, over, across, under and through those portions of the Easement Property to install and maintain power, water, communications, sewer, transmission and other such lines that Company determines could be used for the benefit of the Energy Facility; (ii) an exclusive easement over the Easement Property for audio, visual, view, light, flicker, noise, vibration and any other effects attributable to the Energy Facility, subject to the allowance that Landowner shall be permitted to utilize the Easement Property for all other uses, including solar uses, so long as Landowner's uses do not block the free and unobstructed access to flow of solar energy resources over and across the Easement Property immediately adjacent to the Leased Property; and, (iii) an exclusive easement to use, convert, maintain and capture the free and unobstructed flow of solar energy resources over and across the Easement Property immediately adjacent to the Leased Property.

<u>Term.</u> The effective date of the Easement Agreement (the "Effective Date") is September 10, 2025. The initial term of the Easement Agreement shall be the same as in the Lease, which provides that the Easements shall end twenty six (26) years after the Commercialization Date. Company has the right to extend the Term of this Agreement for three (3) consecutive terms of five (5) years each. Any termination of the Lease shall also terminate this Agreement as well, even if not so specified.

Other Terms and Provisions. The Easement Agreement contains other provisions governing the rights, duties and obligations of Landowner and Company. Reference is made to the Easement Agreement for the complete provisions. This Memorandum is not intended to modify or supplement the provisions of the Easement Agreement. In the event of a conflict between this Memorandum and the Easement Agreement, the Easement Agreement shall control.

(Signatures on following pages)

IN WITNESS WHEREOF, Landowner and Company have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the Effective Date.

CLEAN FIELD POWER, LLC. a Delaware limited liability company

Name: Aldric Seguin
Title: Chairman & Partner

COMPANY:

county of Beroen)

On the U day of September, 2035 before the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as Manager of CFP.

NOTARIAL SEAL

Name: Athricen Motary - State of No

My Commission Expires: 1/13/21/Notary Registration No. 5014834

(Signatures continue on following page) My Commission Expires 1/13/2026

KATHLEEN M. COLUCCI NOTARY PUBLIC OF NEW JERSEY Commission # 50148342 My Commission Expires 1/13/2026

LANDOWNER:	
JG FARM PROPERTIES, LLC, an Illinois limited liability company	
By: Scott Jesseman (Sep 11, 2025 10:52:56 EDT) Name: Scott Jesseman Title: Partner	
STATE OF ILLINOIS)ss. COUNTY OF)	
On the day of, scott Jesseman personally known to me or proved to individual whose name is subscribed to the within inst the same in his capacity as Manager of JG FARM PROPERTIES	rument, and acknowledged to me that he executed
OFFICIAL SEAL STEPHANIE N MARTINEZ NOTARIAL SEAL NOTARIAL SEAL MY COMMISSION EXPIRES: 12/08/2022	Name: Stephanie N. Martinez
	Notary – State of Illinois My Commission Expires: December 08, 2025 Notary Registration No.:

EXHIBIT AA

The Easement Property

PARCEL 1:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTH 1/2 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 34 AFORESAID 20.10 CHAINS NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 89 DEGREES EAST 5.5 CHAINS; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 20.10 CHAINS TO A POINT IN THE SOUTH LINE OF THE NORTHWEST 1/4 AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 TO THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE CENTER LINE OF THE AURORA AND JERICHO ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF THE AURORA AND JERICHO ROAD TO A POINT IN THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 TO THE NORTHEAST CORNER THEREOF; THENCE WEST TO THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE. (EXCEPT THAT PART OF THE LAND THAT IS LYING SOUTH OF THE NORTH LINE OF JERICHO ROAD), IN KANE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, IN THE TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 34, THENCE EAST ALONG THE SECTION LINE 20.11 CHAINS TO THE NORTHEAST COMER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34, THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF 20.50 CHAINS, THENCE SOUTH 70 DEGREES WEST 4 CHAINS, THENCE SOUTH 14 DEGREES EAST 3.87 CHAINS TO A POINT IN THE CENTER OF THE AURORA AND JERICHO ROAD, THENCE SOUTH 70 DEGREES WEST

307.17 FEET ALONG THE CENTER OF SAID ROAD, THENCE NORTH 15 DEGREES 09 MINUTES WEST 322.45 FEET, THENCE SOUTH 88 DEGREES WEST 781.60 FEET TO THE QUARTER SECTION LINE, THENCE NORTH ALONG SAID QUARTER SECTION LINE 23 CHAINS TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST L/4 OF SAID SECTION 34 AND CENTERIIINE OF JERICHO ROAD; THENCE NORTH 67 DEGREES EAST ALONG SAID CENTERLINE OF ROAD 12.70 CHAINS, THENCE NORTH 14 DEGREES WEST 5.33 CHAINS: THENCE SOUTH 88 DEGREES WEST 10.30 CHAINS TO A POINT IN THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34, THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LIKE OF THE JERICHO ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD 12.70 CHAINS: THENCE NORTH 14 DEGREES WEST 351 FEET; THENCE SOUTH 88 DEGREES WEST 217.03 FEET; THENCE SOUTH 14 DEGREES EAST 204.4 FEET FOR THE POINT CF BEGINNING; THENCE EASTERLY 100.6 FEET ALONG A LINE MAKING AN ANGLE OF 91 DEGREES 54 MINUTES MEASURED FROM NORTH TO EAST WITH THE LAST DESCRIBED LINE; THENCE SOUTHERLY 70 FEET ALONG A LINE MAKING AN ANGLE OF 91 DEGREES 54 MINUTES MEASURED FROM WEST TO SOUTH WITH THE LAST DESCRIBED LINE: THENCE EASTERLY 93 FEET ALONG A LINE MAKING AN ANGLE OF 83 DEGREES 07 MINUTES, MEASURED FROM NORTH TO EAST, WITH THE LAST DESCRIBED LINE; THENCE SOUTHERLY 103 FEET ALONG A LINE MAKING AN ANGLE OF 83 DEGREES 07 MINUTES, MEASURED FROM WEST TO SOUTH, WITH THE LAST DESCRIBED LINE, TO THE NORTHERLY LINE OF THE ROAD AFORESAID; THENCE SOUTHERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE TO THE CENTER LINE OF SAID JERICHO ROAD, THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 193.6 FEET TO A LINE DRAWN SOUTH 14 DEGREES EAST FROM THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES WEST 216.9 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS: ALSO EXCEPTING THE FOLLOWING: THAT PART OF TEE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LINE OF THE JERICHO ROAD; THENCE NORTHEASTERLY ALONG TEE CENTER LINE OF SAID ROAD 12.70 CHAINS FOR THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES WEST 351 FEET; THENCE SOUTH 88 DEGREES WEST 217.03 FEET; THENCE SOUTH 14 DEGREES EAST 204.4 FEET; THENCE EASTERLY 100.6 FEET ALONG A LINE MAKING AN ANGLE OF 91 DEGRESS 54 MINUTES MEASURED FROM NORTH TO EAST WITH THE LAST DESCRIBED LINE; THENCE SOUTHERLY 70 FEET ALONG A LINE MAKING AN ANGLE OF 91 DEGREES 54 MINUTES, MEASURED FROM WEST TO SOUTH, WITH THE LAST DESCRIBED LINE; THENCE EASTERLY 93 FEET ALONG A LINE MAKING AN ANGLE OF 83 DEGREES 07 MINUTES MEASURED FROM NORTH TO EAST, WITH THE LAST DESCRIBED LINE; THENCE SOUTHERLY 103 FEET ALONG A LINE MAKING AN ANGLE OF 83 DEGREES 07 MINUTES, MEASURED FROM WEST TO SOUTH, WITH THE LAST DESCRIBED LINE, TO THE NORTHERLY LINE OF THE ROAD AFORESAID; THENCE SOUTHERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE TO THE CENTER LINE OF 3AID JERICHO ROAD; THENCE NORTHEASTERLY ALONG SAID CENSER LINE 20 FEES TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

ALSO EXCEPTING THE FOLLOWING:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 34; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 23.0 CHAINS; THENCE NORTH 88 DEGREES EAST 10.3 CHAINS TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES EAST 101.80 FEET; THENCE SOUTH 15 DEGREES 09 MINUTES EAST 321.00 FEET TO THE PRESENT CENTERLINE OF JERICHO ROAD; THENCE WESTERLY ALONG SAID PRESENT CENTERLINE, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 15,498.32 FEET, A DISTANCE OF 106.70 FEET; THENCE NORTH 14 DEGREES WEST 354.09 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT BB

Aerial Map

