



Sandy Wegman
Kane County Recorder
719 S Batavia Ave, Bldg C
Geneva. IL 60134

2026K030043

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 7/15/2026 03:45 PM
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PAGES: 7

Recording Cover Page

This page added for the purposes of affixing Recording Information

☐ Deed _____

☒ Other _____

☐ UCC

☐ Plat

Remarks:

PREPARED BY CATFISH RENEWABLE ENERGY, LLC

VINGE CATICH, MANAGING MEMBER

300 GAILES CT

ROSEVILLE, CA 95747, RETURN TO SAME

MEMORANDUM OF AGREEMENT FOR SOLAR ENERGY GROUND LEASE

THIS MEMORANDUM OF AGREEMENT FOR SOLAR ENERGY GROUND LEASE (this "Memorandum"), is made, dated and effective as of JULY 15, 2026 2026 (the "Effective Date"), between **Catfish Properties LLC**, an Illinois limited liability company ("Landlord"), and **Catfish Renewable Energy LLC**, an Illinois limited liability company ("Tenant"), together with its successors and assigns with regard to the following:

1. **Agreement.** Landlord and Tenant did enter into that certain Agreement for Solar Energy Ground Lease of even date herewith (the "**Agreement**"), which affects a portion of the real property located in Kane County, State of Illinois, as more particularly described in Exhibit B attached hereto (the "**Land**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. **Grant of Rights.** Pursuant to the Agreement, Landlord has granted Tenant exclusive development and site-control rights with respect to the Land during the Development Period and has agreed to lease to Tenant, commencing on the Lease Commencement Date, an approximately 21.6-acre portion of the Land, plus or minus, as approximately depicted on **Exhibit A** attached hereto and as more particularly described and finally established in accordance with the Agreement (the "Premises"). The Agreement also grants Tenant certain easements and other rights over, under and across the Land for access, utilities, solar energy, minor encroachments, Project effects and other purposes related to the development, construction, operation, maintenance, repair, replacement, repowering and decommissioning of the System, all as more particularly set forth in the Agreement.

{the space below is reserved for recording information; this Memorandum continues on the following page}

3. Term. The Agreement provides for a Development Period commencing on the Effective Date and continuing until the Lease Commencement Date; a Construction Period commencing on the Lease Commencement Date and continuing until the Operations Date; an Initial Term of twenty-five (25) years commencing on the Operations Date; and four (4) successive Renewal Terms of five (5) years each, exercisable by Tenant in accordance with the Agreement.

4. Rights of Financing Parties. The Agreement grants certain rights and protections to any lender or other financing party holding a mortgage, deed of trust, security interest, collateral assignment or other lien or security interest in Tenant's interest in the Agreement, the Premises, the System or Tenant's Property, including rights to notice of certain defaults, rights to cure, and other protections, all as more particularly set forth in the Agreement.

5. Assignments and Transfers. Tenant may, without Landlord's consent, assign or transfer all or any portion of its interest in the Agreement to an Affiliate of Tenant; to any person or entity acquiring all or substantially all of the System or the project of which the System is a part; or to any other person or entity that has, or whose Affiliate has, the financial and technical capability reasonably necessary to perform Tenant's obligations under the Agreement. Any assignee succeeding to Tenant's possessory interest shall assume in writing Tenant's obligations arising from and after the effective date of the assignment, all as more particularly provided in the Agreement.

6. Non-Interference. The Agreement restricts Landlord from taking or permitting certain actions on the Land that would materially interfere with Tenant's rights under the Agreement or the lawful development, construction, operation, maintenance, repair, replacement, repowering or decommissioning of the System, including material interference with access to sunlight, access to the Premises, or any easement or other right benefiting Tenant.

7. Landlord Mortgages and Liens. The Agreement contains certain protections concerning mortgages, deeds of trust and other consensual liens affecting the Land, including requirements concerning the priority or non-disturbance of Tenant's rights under the Agreement, all as more particularly set forth in the Agreement.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement. Landlord and Tenant are executing and recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights thereunder. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

9. Tenant's Property. All System components, equipment and other property installed or placed on the Premises by or on behalf of Tenant shall remain Tenant's property and shall not become fixtures or property of Landlord. Landlord shall have no ownership, lien, security or other interest in such property, and Tenant may remove such property in accordance with the Agreement.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

11. Recording. This Memorandum is intended to be recorded in the real property records of Kane County, Illinois, against the Land for the purpose of providing constructive notice of the Agreement and Tenant's rights thereunder.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

Landlord:

Catfish Properties LLC
an Illinois limited liability company

By: Sharon L. Catich
Name: Sharon L. Catich
Title: Manager

STATE OF ILLINOIS
COUNTY OF KANE

§
§
§

This instrument was acknowledged before me on this 15 day of July, 2026 by Sharon L. Catich, as Manager of Catfish Properties LLC, an Illinois limited liability company, on behalf of the company.

[SEAL]

[Signature]

Notary Public

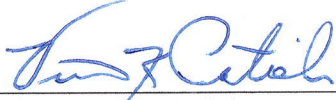
State of ILLINOIS

My commission expires: 9/24/2029



Tenant:

Catfish Renewable Energy LLC
an Illinois limited liability company

By: 
Name: Vincent K. Catich
Title: Managing Member

STATE OF ILLINOIS

§
§
§

COUNTY OF KANE

This instrument was acknowledged before me on this 15 day of JULY, 2026 by Vincent K. Catich, as Managing Member of Catfish Renewable Energy LLC, an Illinois limited liability company, on behalf of the company.

[SEAL]

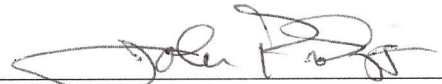

Notary Public
State of ILLINOIS
My commission expires: 9/24/2029





EXHIBIT A
DEPICTION OF THE PREMISES
TANNER ROAD SOLAR PROJECT
Kane County, Illinois



EXHIBIT B

MEMORANDUM OF AGREEMENT FOR SOLAR ENERGY GROUND LEASE

Legal Description of the Land

The following described land located in Kane County, Illinois:

LEGAL DESCRIPTION

THE EASTERLY 653.89 FEET OF THE NORTHERLY 250.0 FEET AND THE EASTERLY 1493.16 FEET OF THE NORTH HALF (EXCEPT THE NORTHERLY 250.0 FEET THEREOF) OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS, AND ALSO THAT PART OF THE SOUTHWEST QUARTER (EXCEPT THE EASTERLY 100.0 FEET THEREOF) OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE CENTER LINE OF TANNER ROAD AND EASTERLY OF THE WEST LINE EXTENDED NORTHERLY OF THE AFORESAID EASTERLY 653.89 FEET, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.