

This instrument prepared by
and after recording return to:

Harlem School Solar LLC
2530 Riva Road Suite 200
Annapolis, MD 21401

Parcel Identification Number(s): See Exhibit B

THIS SPACE FOR RECORDERS USE ONLY

SECOND AMENDMENT TO MEMORANDUM OF LEASE

THIS SECOND AMENDMENT TO MEMORANDUM OF LEASE (this "MOL Amendment 2") is dated as of the _____ day of _____ 2024, by and between the BOARD OF EDUCATION OF HARLEM CONSOLIDATED SCHOOL DISTRICT 122, an Illinois School District lawfully formed under the Illinois School Code, 105 ILCS 5/1 et Seq., successor to Multiple County Regional Board of School Trustees, Winnebago and Boone Counties, Illinois, for the use of School District 122, Winnebago County ("Grantor"), and Harlem School Solar LLC, a Delaware limited liability company ("Grantee"), each individually herein a "Party," and collectively the "Parties."

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to a Solar Lease and Easement Agreement dated as of September 19, 2024 (the "Effective Date") (as amended from time to time, the "Lease") with respect to lands located in Winnebago, Illinois, being more fully described herein as the Premises; and

WHEREAS, Grantor and Grantee have memorialized the Lease by that certain Memorandum of Lease, dated September 20, 2024, recorded on September 12, 2024 in the Office of County Recorder, Winnebago County, Illinois, as Document Number 2024021838 ("Original MOL") to evidence certain terms and conditions of the Lease.

WHEREAS, Grantor and Grantee amended the Original MOL by that certain First Amendment to Memorandum of Lease, dated September 19, 2024, recorded on September 23, 2024 in the Office of County Recorder, Winnebago County, Illinois, as Document Number 2024022826 ("MOL Amendment 1").

WHEREAS, the Parties wish to amend the Original MOL and MOL Amendment 1 for the purposes of publicizing an amendment to the easement provision and legal description for the Premises, all as defined in the Lease.

NOW, THEREFORE, Grantor and Grantee, intending to be legally bound hereby, set forth the following information with respect to the Lease:

1. Paragraph 10, including the lettered subparagraphs thereunder, of the Original MOL is hereby deleted in its entirety and replaced with the following:

a. *“The Lease includes the following with respect to the Solar Easement granted thereunder, which the Parties agree runs with and burdens the Property for the Site (defined below), the Solar Facilities, and the Lessee:*

(a) Open Access to Sun. Pursuant to Section 1.2 of the Lease, Lessor granted and conveyed, and hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for the following: the open and unobstructed access to the sun to any Solar Facilities and to ensure adequate exposure of the Solar Facilities to the sun. Lessor will not materially interfere nor allow material interference with the solar speed or solar direction over the Premises, or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities. In addition, Lessor hereby grants and conveys to Lessee an exclusive easement prohibiting any obstruction to the open and unobstructed access to the sun (together with the preceding sentence, the “Solar Easement”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Facility is or may be located at any time from time to time (each such point referred to as a “Site”) and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) Lessor Improvements. Pursuant to the Lease, except for those on the Premises trees, buildings and other improvements located on the Property as of the date of this Lease will be allowed to remain, and Lessee may not require their removal. Lessor may not place or plant any trees, buildings or improvements (an “Improvement”) on the Property after the date of the Lease which may, in Lessee’s sole judgment, impede or materially interfere with the open and unobstructed access to the sun to any Site or Facility, unless Lessor

has received written approval from Lessee for any such trees, structure or improvement. Subject to the foregoing, Lessor may construct an Improvement on the Property if such Improvement meets all of the following requirements:

(i) Such Improvement poses no interference with any part of the Solar Facilities located on the Premises; and

(ii) Such Improvement has a Maximum Height = (distance to fence line) + 20' / 3, with such Improvements being located at least 20' from the nearest fence line of the Premises

(an Improvement that complies with all of the foregoing restrictions will be referred to as a "Permitted Improvement"). Lessor may construct such Permitted Improvements without the prior consent of Lessee. However, should Lessor construct an Improvement that is determined by Lessee to violate or not be in compliance with any of the restrictions of this section of the Lease, Lessee may provide notice to Lessor that said Improvement must be removed within thirty (30) days of Lessor's receipt of Lessee's notice. Should Lessor fail to remove the non-complying Improvement within such thirty (30) day period, Lessee may cause the same to be removed and may off-set the cost of the removal against any lease payments due hereunder to Lessor.

(c) No Interference. Pursuant to the Lease, Lessor has agreed and does hereby agree it will not materially interfere with and will not allow any other party to materially interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Premises."

2. Exhibit B, Legal Description of the Premises, of the MOL Amendment 1 is hereby deleted in its entirety and replaced with the Exhibit B attached.
3. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein. This MOL Amendment 2 has been entered into for the sole purpose of placing the Lease of record and giving notice to third parties of the existence of the Lease, and shall not be deemed to amend, modify, supplement, or change any of the terms and conditions of the Lease in any respect whatsoever. To the extent of any conflict between this MOL Amendment 2 and the Lease, the terms of the Lease shall govern and control. Other than as specifically set forth herein, this MOL Amendment 2 does alter the Original MOL or MOL

Amendment 1.

4. This MOL Amendment 2 may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this First Amendment to the Memorandum of Lease as of the day and year first above written.

Grantor:

BOARD OF EDUCATION OF HARLEM CONSOLIDATED SCHOOL DISTRICT 122, an Illinois School District lawfully formed under the Illinois School Code, 105 ILCS 5/1 et Seq., successor to Multiple County Regional Board of School Trustees, Winnebago and Boone Counties, Illinois, for the use of School District 122, Winnebago County

A public school district

By: _____

Name: _____

Title: _____

Grantee:

Harlem School Solar LLC

A Delaware limited liability company

By: _____

Name: _____

Title: _____

Notary Public

My Commission Expires:

**This instrument prepared by
and after recording return to:**

Harlem School Solar LLC
2530 Riva Road Suite 200
Annapolis, MD 21401

EXHIBIT B

TO MEMORANDUM OF LEASE AND GRANT OF EASEMENT

Legal Description of the Premises

Tax Parcel No. 08-10-300-019

Section 10, Township 45, Range 2

LEASE AREA 1 DESCRIPTION

THAT PART OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 45 NORTH, RANGE 2 EAST, THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 88° 02' 45" EAST ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 1327.24 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10 AS SHOWN ON A SURVEY BY WILLIAMS & WORKS, PROJECT NUMBER 224070, LAST REVISED JUNE 26, 2024; THENCE SOUTH 01° 13' 52" EAST ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 64.72 FEET (DEEDED 65 FEET) TO THE EASTERLY EXTENSION OF THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO THE COUNTY OF WINNEBAGO, ILLINOIS IN DOCUMENT NUMBER 200700743985 IN THE OFFICE OF THE RECORDER OF WINNEBAGO COUNTY, ILLINOIS; THENCE SOUTH 88° 02' 45" WEST ON SAID NORTH PARCEL LINE AND ITS EASTERLY EXTENSION 304.12 FEET TO THE NORTHWEST CORNER OF SAID COUNTY OF WINNEBAGO, ILLINOIS PARCEL AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 01° 57' 15" EAST (DEEDED SOUTH 00° 41' 50" WEST) ON THE WEST LINE OF SAID COUNTY OF WINNEBAGO, ILLINOIS PARCEL AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF SWANSON ROAD 70.00 FEET; THENCE SOUTH 48° 47' 51" EAST (DEEDED SOUTH 47° 32' 26" EAST) ON SAID WEST PARCEL LINE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE 62.82 FEET; THENCE SOUTH 40° 57' 31" EAST 157.00 FEET; THENCE SOUTH 25° 44' 51" EAST 231.26 FEET; THENCE SOUTH 00° 58' 35" EAST 1172.87 FEET; THENCE NORTH 89° 58' 34" WEST 365.40 FEET; THENCE NORTH 00° 02' 34" EAST 385.08 FEET; THENCE NORTH 90° 00' 00" WEST 198.12 FEET; THENCE NORTH 00° 00' 00" EAST 1195.24 FEET; THENCE NORTH 67° 56' 13" EAST 59.68 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SWANSON ROAD, SAID POINT BEING A POINT ON THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO THE COUNTY OF WINNEBAGO, ILLINOIS IN DOCUMENT NUMBER 3115483 IN THE OFFICE OF THE RECORDER OF WINNEBAGO COUNTY, ILLINOIS THAT IS 124.22 FEET NORTH 88° 02' 45" EAST (DEEDED NORTH 89° 17' 43" EAST) AND 15.00 FEET SOUTH 01° 57' 15" EAST (DEEDED SOUTH 00° 42' 17" EAST) OF THE SOUTHWEST CORNER OF SAID COUNTY OF WINNEBAGO, ILLINOIS PARCEL; THENCE NORTH 88° 02' 45" EAST (DEEDED NORTH 89° 17' 43" EAST) ON THE SOUTH LINE OF SAID COUNTY OF WINNEBAGO, ILLINOIS PARCEL AND THE SOUTH RIGHT OF WAY LINE OF SWANSON ROAD 235.05 FEET TO THE POINT OF BEGINNING. CONTAINING 17.288 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, U.S. SURVEY FEET.

LEASE AREA 2 DESCRIPTION

THAT PART OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 45 NORTH, RANGE 2 EAST, THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 THAT IS 1092.37 FEET NORTH 87° 49' 26" EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 00° 00' 00" WEST 25.47 FEET; THENCE NORTH 90° 00' 00" WEST 345.00 FEET; THENCE NORTH 00° 00' 00" EAST 627.63 FEET; THENCE NORTH 90° 00' 00" EAST 111.05 FEET; THENCE SOUTH 40° 57' 31" EAST 145.79 FEET; THENCE SOUTH 00° 00' 00" EAST 183.72 FEET; THENCE NORTH 90° 00' 00" EAST 217.94 FEET; THENCE SOUTH 00° 00' 00" EAST 333.82 FEET; THENCE NORTH 90° 00' 00" WEST 54.55 FEET; THENCE SOUTH 00° 00' 00" EAST 24.52 FEET TO SAID SOUTH LINE; THENCE SOUTH 87° 49' 26" WEST ON SAID SOUTH LINE 25.02 FEET TO THE POINT OF BEGINNING. CONTAINING 4.541 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, U.S. SURVEY FEET.