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KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
Date 4/10/2024 10:35 AM Pg: 1 of 5

Recording Requested and Prepared and
When Recorded Return to:

DISTRIBUTED SOLAR DEVELOPMENT, LLC
200 HARBORSIDE DRIVE, SUITE 200
SCHENECTADY, NY 12305
ATTN: JENNIFER GERRARD, ESQ.

[SPACE ABOVE THIS LINE FOR
RECORDER'S USE.]

MEMORANDUM OF SOLAR ENERGY SYSTEM LEASE AGREEMENT

THIS MEMORANDUM OF SOLAR ENERGY SYSTEM LEASE AGREEMENT (this "Memorandum") is made and entered into as of March 22, 2024, by and between INX International Ink Co., a Delaware corporation, with a place of business at 150 Martingale Road, Suite 700, Schaumburg, Illinois 60173 ("Lessor") and Maple Avenue Solar Project 2023, LLC, a Delaware limited liability company, with a place of business at 200 Harborside Drive, Suite 200, Schenectady, New York 12305 ("Lessee"). Lessor and Lessee are referred to collectively herein as the "Parties".

A. Lessor is the fee owner of that certain property with an address commonly known as 1000 Maple Avenue, Homewood, Illinois 60430, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"). Lessor and Lessee have entered into a Solar Energy System Lease Agreement dated August 8, 2023 (the "Lease"), pursuant to which Lessor leased to Lessee certain portions of the Property as described in the Lease (the "Premises") for the purpose of installing and operating the System, as defined in the Lease.

B. The term of the Lease commenced on the date of the Lease and shall expire on the last day of the month which is twenty-five (25) years from the Commercial Operation Date (as defined in the Lease), unless terminated prior to the expiration of the then-current term in accordance with the provisions of the Lease. The term shall be automatically extended if the term of the PPA (as defined in the Lease) is extended.

C. In addition to the grant to Lessee of the Premises for the term of the Lease, Lessor granted the following rights and easements to Lessee, for a term coterminous with the term of the Lease: (i) a non exclusive easement on, about, over and across the Property, to construct, use and maintain the System in the easement areas on certain portions of the Property as described in the Lease ("Transmission Easement"); together with (ii) a nonexclusive easement for access to the Premises, the Transmission Easement and the

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System across, over or through the Property, any common areas of the Property and any surrounding or adjacent area owned or leased by Lessor which is necessary to gain access to the Premises, the Transmission Easement, and/or the System (“**Access Easement**”); (iii) the sole and exclusive easement and right to evaluate, develop, capture, use and convert all solar energy resources found on, about, over, across and at the Premises, including the sole and exclusive right to the free and unobstructed insolation and flow of solar energy resources on, about, over and across the Property to the System (“**Solar Development Easement**”), and (iv) the right to use Lessor’s electric service for construction, installation, repairs and maintenance work, and Lessor’s water service for cleaning the System. Lessor further granted to Lessee, for a term coterminous with the Term, an exclusive use and right to install and operate the System at the locations on the Property as designated in the Lease.

D. The Parties have executed this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Lessee and of the existence of the Lease.

E. In the event of any conflict between this Memorandum and the Lease, the Lease shall govern. This Memorandum does not alter, amend, modify or change the Lease in any respect and is executed by the Parties hereto solely for the purpose of recordation in the real property records of the counties, districts, boroughs and parishes in which the Leased Area is located to give notice of, and to confirm, the Lease and all of its terms to the same extent as if all such terms were fully set forth herein. All capitalized terms used in this Lease but not defined herein shall have the meanings ascribed to such terms in the Lease. This Memorandum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

[Signature page follows]

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IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the day and year first above written.

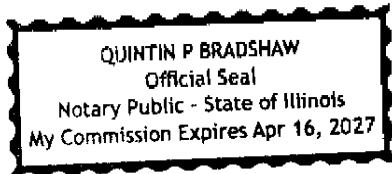
Lessor:

INX International Ink Co.,
a Delaware corporation,

By: James Kochanny
Name: James Kochanny
Title: SVP & COO

THE STATE OF ILLINOIS §
§
COUNTY OF COOK §

On the 25 day of March in the year 2024, before me, the undersigned personally appeared James Kochanny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the individual (s), or the entity upon behalf of which the individuals (s) acted, executed the instrument.



Quintin P Bradshaw
Notary Public
State of ILLINOIS
Printed Name: Quintin P Bradshaw
My commission expires: 4-16-27

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Lessee:

Maple Avenue Solar Project 2023, LLC,
a Delaware limited liability company

By: 

Name: Erik Schiemann
Title: President


THE STATE OF NEW YORK §

§

COUNTY OF SCHENECTADY §

On the 12th day of March in the year 2024, before me, the undersigned personally appeared Erik Schiemann, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the individual (s), or the entity upon behalf of which the individuals (s) acted, executed the instrument.

FIONA MARIE DUTCHER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DU6445535
Qualified in Schenectady County
My Commission Expires 12/27/2026


Notary Public
State of New York
Printed Name: Fiona Dutcher
My commission expires: 12/27/2026

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Exhibit A

Legal Description of Property

LOT 1 IN RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER LOTS 1 THROUGH 10 AND OUTLOT "B" IN BLOCK 1, RECORDED AS DOCUMENTS NUMBER 99610317, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N 29-32-200-072-0000

LOT 3 (EXCEPT THE SOUTH 11.0 FEET THEREOF) AND LOTS 4 AND 5 IN THE RESUBDIVISION OF PRAIRIE LAKES BUSINESS CENTER, A RESUBDIVISION OF LOTS 1 THROUGH 10 AND OUTLOT B IN BLOCK 1 IN PRAIRIE LAKES BUSINESS CENTER, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED JUNE 24, 1999 AS DOCUMENT 99610317 AND CERTIFICATE OF CORRECTION RECORDED JUNE 30, 1999, AS DOCUMENT 99630094, IN COOK COUNTY, ILLINOIS.

P.I.N. 29-32-200-085-0000; 29-32-200-086-0000; 29-32-200-099-0000