

**SOLAR ENERGY FACILITY  
LEASE AND EASEMENT AGREEMENT**

**Form of Memorandum of Agreement**

This instrument was prepared by/return to:

Attn: Kaya Tarhan  
Blue Solar One LLC  
1083 N. Collier Blvd, Suite 408  
Marco Island, FL 34145  
612-991-000

(space above reserved for recorder)

**MEMORANDUM OF  
SOLAR ENERGY FACILITY LEASE  
AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR ENERGY FACILITY LEASE AND EASEMENT AGREEMENT ("Memorandum") is executed as of the date last signed by the parties hereto, by and between Kent L. Marks (the "Lessor"), and Blue Solar One LLC, a Delaware limited liability company, together with its assigns ("Tenant").

**RECITALS:**

- A. Lessor owns the land legally described on Exhibit A-1, attached hereto (the "Land").
- B. Lessor and Tenant have entered into a Solar Energy Facility Lease and Easement Agreement having an effective date of May 16, 2024 (the "Lease"), pursuant to which Lessor has leased to Tenant and granted Tenant certain other rights in, over, on and to that portion of the Land generally depicted on Exhibit A-2, attached hereto (the "Premises"). Tenant may unilaterally amend this Memorandum to delineate the legal description of the Premises upon obtaining a legal description thereof.
- C. Lessor and Tenant now wish to memorialize of record the existence of the Lease and the leasehold, easement and other rights and interests granted by Lessor to Tenant pursuant to the Lease.

NOW, THEREFORE, for good and valuable consideration, Lessor and Tenant hereby agree and acknowledge as follows:

- 1. **Lease Rights**. Lessor leases to Tenant and Tenant leases from Lessor the Premises for the purpose of constructing, installing, operating and maintaining thereon a solar energy conversion system, including but not limited to any Solar Facilities on the Premises.

2. **Exclusivity.** Tenant has the exclusive right to convert all of the solar resources from the Land, to use the Land for the conversion of solar energy into electrical energy and collecting and transmitting the electrical energy so converted, and to undertake all development, construction, monitoring, installation, maintenance and operating activities related, incidental or in any way connected thereto, whether accomplished by Tenant or a third party authorized by Tenant, all as may be deemed necessary or desirable by Tenant.

3. **Easement Rights.** Lessor grants to Tenant an easement over, across, on and through the Land for the conversion of solar power to electric energy. Lessor shall not interfere with and shall not allow any other party to interfere with the unobstructed access of the Solar Facilities to the light of the sun. Any obstruction to insolation for conversion of solar power to electric energy from the Land is prohibited. Lessor may not place or plant any trees, or build or erect structures or improvements on the Land after the date of the Lease which may, in Tenant's sole judgment, impede or interfere with Tenant's ability to convert solar power to electric energy. Tenant shall have the right to trim and/or remove trees and other vegetation from the Land to the extent reasonably necessary to obtain and preserve full exposure of the Solar Facilities to the sun. The solar easement granted hereunder extends across the Land, 360 degrees horizontally from the Solar Facilities and vertically through all space located above the surface of the Land, that is, 180 degrees or such greater angle as may be necessary to extend on and along a line drawn along the surface of the Land from each point along the exterior boundary of the Land through the Land, to a point on the opposite side of the Land. Lessor grants to Tenant an easement over, across, on and through the Land for ingress and egress to the Solar Facilities, including the right to improve existing roads and lanes or to build new roads, the location and dimension of which shall be determined by Tenant in Tenant's sole discretion. Lessor grants to Tenant an easement over, across, on and through the Land for the placement and operation of transmission, distribution and/or communication facilities over and across the Land, the location and dimension of which shall be determined by Tenant in Tenant's sole discretion.

4. **Term.** The term of the Lease and Tenant's rights therein shall be for a period of thirty-five (35) years after the earlier of (i) **December 31, 2027** (as may be extended for 2 years as set forth in the Lease) or (ii) the Commercial Operation Date (as defined in the Lease). Tenant has the option to extend the term for one Renewal Period of ten (10) years, with the Renewal Period commencing upon expiration of the Operating Period.

6. **Miscellaneous.** This Memorandum shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. Except as otherwise indicated herein, capitalized terms used in this Memorandum are as defined in the Lease. In the event of any conflict between the terms and conditions of this Memorandum and the Lease, the terms and conditions of the Lease shall control. This Memorandum may be executed in two or more counterparts and by the parties on separate counterparts, all of which shall be considered one and the same Memorandum and each of which shall be deemed an original.

[signatures on next pages]



**MEMORANDUM OF  
SOLAR ENERGY FACILITY  
LEASE AND EASEMENT AGREEMENT**

**Tenant Signature Page**

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date set forth below.

TENANT:

Blue Solar One LLC

By:   
Kaya S. Tarhan, Authorized Person

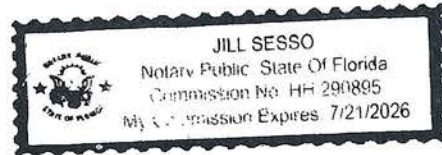
STATE OF Florida )

) SS:

COUNTY OF Collier )

The foregoing instrument was acknowledged before me this 16 day of May, 2024 by Kaya S. Tarhan, an Authorized Person of Blue Solar One LLC, a Delaware limited liability company, on behalf of the limited liability company.

  
\_\_\_\_\_  
Notary Public



**MEMORANDUM OF  
SOLAR ENERGY FACILITY  
LEASE AND EASEMENT AGREEMENT**

**Exhibit A-1**

**Legal Description of the Land**

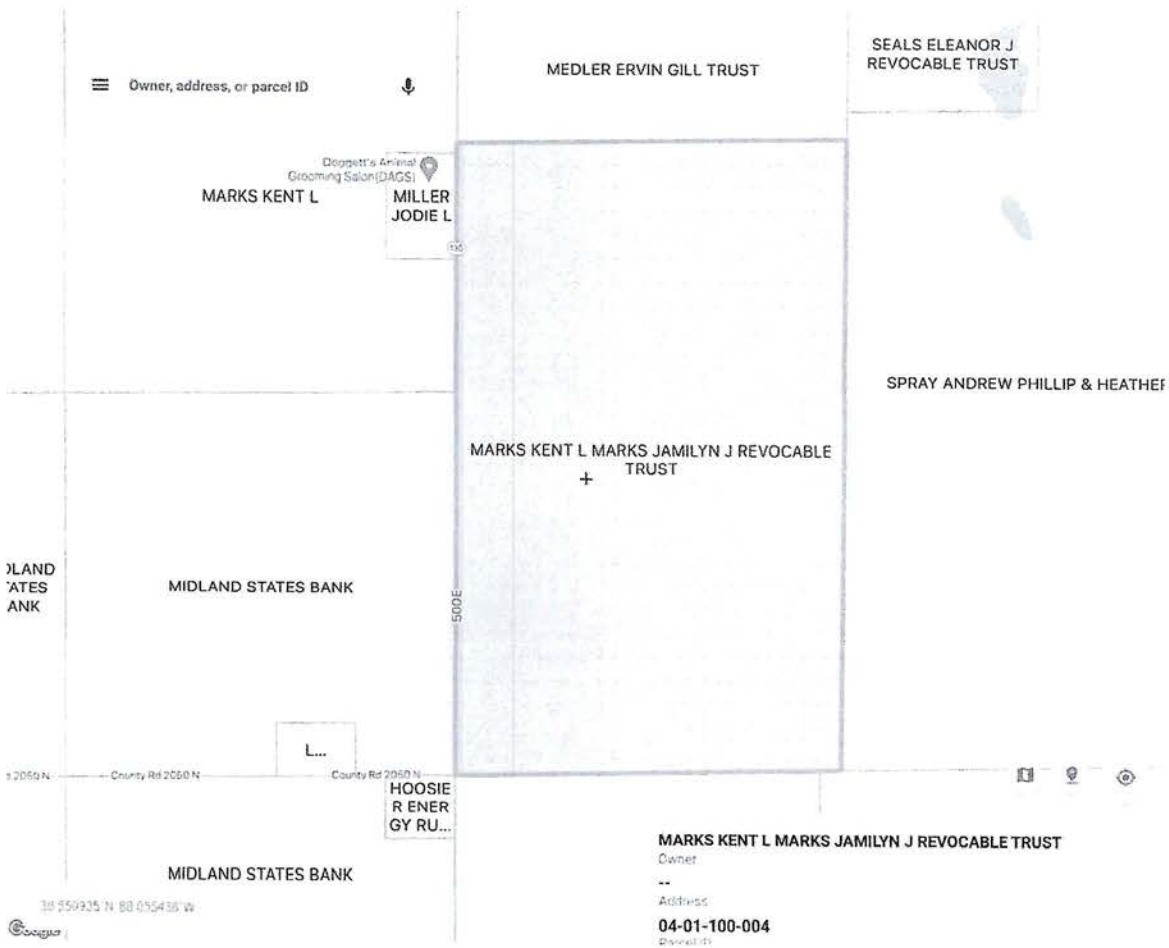
Real property in Edwards County, State of Illinois, legally described as:

Parcel #1 ID: 04-01-100-004 (66.29 acres)

Parcel #1 Legal Description:

The West Half of the Northwest Quarter of Section 1, Township 1 North, Range 10 East of the Third Principal Meridian, Edwards County, Illinois, less and excepting the north 495 feet thereof.

Parcel #1 Map:

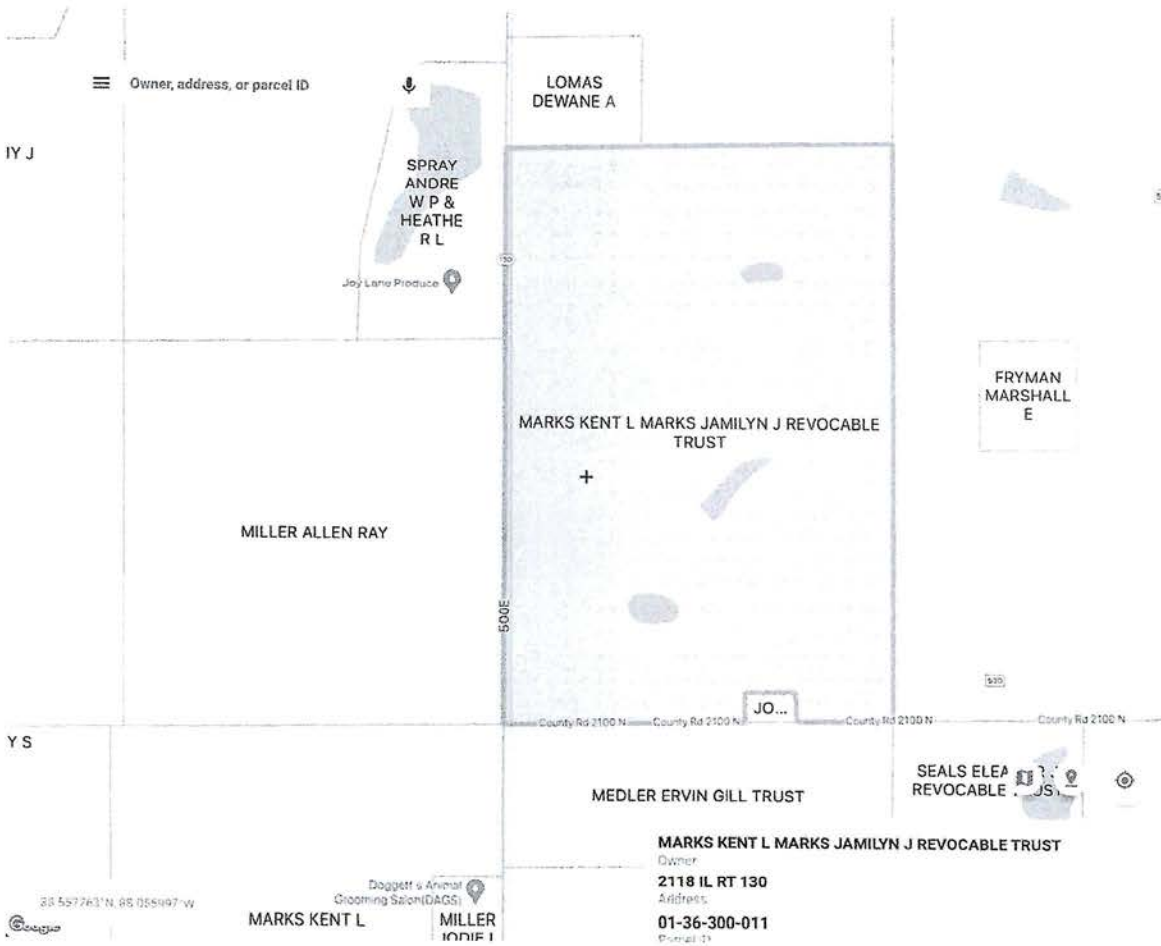


Parcel #2 ID: 01-36-300-011 (58.77 Acres)

Parcel #2 Legal Description:

The South Half of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter, all in Section 36, Township 2 North, Range 10 East of the Third Principal Meridian, Edwards County, Illinois, EXCEPTING Beginning at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 36, Township 2 North, Range 10 East, thence West along the South line of the said Southwest Quarter of the Southwest Quarter for a distance of 333 feet to a point of beginning; thence North 103 feet, thence West 175 feet, thence South 103 feet, thence East 175 feet to the point of beginning, containing 0.4 acres, more or less, situated in the County of Edwards in the State of Illinois.

Parcel #2 Map:



**MEMORANDUM OF  
SOLAR ENERGY FACILITY  
LEASE AND EASEMENT AGREEMENT**

**Exhibit A-2**

**General Depiction of the Premises**

*[To be unilaterally added upon written notice from Tenant following Tenant's receipt of Survey showing same.]*

**Edwards County  
Melanie Knight Clerk Recorder**

50 E. Main St.  
Albion, IL 62806  
Phone Number : (618) 445-2115  
Fax Number : (618) 445-4941  
E-Mail : countyclerk@edwardscounty.illinois.gov

**Official Receipt :** 2026-00000365

**Printed On :** 04/30/2026 at 9:39:41 AM

**By :** 20 on EC-CLERK-PC2

**Customer :**  
OVER THE COUNTER

**Date Recorded :** April 30, 2026

<b>Instrument ID</b>	<b>Recorded Time</b>	<b>Amount</b>
<b>Book :</b> 2 <b>Page :</b> 159	9:39:38 AM	\$88.00
<b>Transaction :</b> WIND & SOLAR - WITH LEGAL DESCR		
<b>Name(s) :</b> MARKS, KENT L.		
To : BLUE SOLAR ONE LLC		

**Itemized Check Listing**

Check Number : 2090	\$88.00
---------------------	---------

<b>Total Due :</b>	\$88.00
<b>Paid by Check :</b>	\$88.00
<b>Change Tendered :</b>	\$0.00