

CROSS-REFERENCE:

Trustee's Deed dated 04/23/2019 and recorded as Instrument No. 2019-023468;
Trustee's Deed dated 04/23/2019 and recorded as Instrument No. 2019-023469;
Trustee's Deed dated 04/23/2019 and recorded as Instrument No. 2019-023470;
Deed in Trust Deed dated 04/23/2019 and recorded as Instrument No. 2019-023471;
Deed in Trust Deed dated 10/31/2019 and recorded as Instrument No. 2019-075036;
Trustee's Deed dated 10/31/2019 and recorded as Instrument No. 2019-075037;
Trustee's Deed dated 10/31/2019 and recorded as Instrument No. 2019-075038;
in the office of the Recorder of Lake County, Indiana.



MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this "**Memorandum**"), is made, dated and effective as of February 17, 2020 (the "**Effective Date**"), between Martin J. Hoffman, trustee of the Martin J. Hoffman Trust Agreement dated December 19, 1985 (together with its successors, assigns and heirs, "**Owner**"), whose address is 4024 E. 181ST. Ave., Hebron, IN 46341, and INVENERGY SOLAR PROJECT DEVELOPMENT LLC a Delaware limited liability company (together with its transferees, successors and assigns, "**Grantee**"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain SOLAR LEASE AND EASEMENT AGREEMENT dated February 17, 2020 (the "**Agreement**"), which affects the real property located in Lake County, Indiana, as more particularly described in Exhibit A attached hereto (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants, and Owner hereby grants, Grantee, among other things, (a) the exclusive right to develop and use the Property, including, without limitation, for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) an exclusive easement to capture, use and convert the unobstructed solar flux over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term; and (c) an exclusive easement for electromagnetic, audio, visual, glare, electrical or radio interference attributable to the Solar Facilities or Site Activities. The Agreement contains, among other things, certain Owner and third party use and development restrictions on the Property.

FILED

MAY 20 2020

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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RM

3. The Agreement shall be for an initial term of seven (7) years, a construction term, a first extended term of twenty-five (25) years and second extended term of twenty-five (25) years if the terms and conditions of the Agreement are met.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Agreement and Grantee's rights thereunder and hereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

6. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Solar Facilities at any time.

7. 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 document.

[signature page to follow]



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

OWNER:

Martin J. Hoffman, trustee of the Martin J. Hoffman Trust Agreement dated December 19, 1985

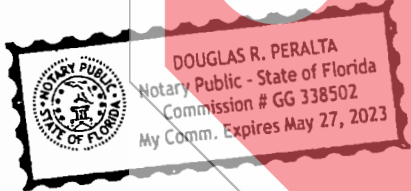
By: Martin J. Hoffman
Name: Martin J. Hoffman
Title: Trustee

Document is NOT OFFICIAL!
ACKNOWLEDGMENT OF OWNER

STATE OF Florida **This Document is the property of the Lake County Recorder!**
COUNTY OF Orange

Personally came before me this 31st day of January, 2020,
Martin J. Hoffman who executed the foregoing instrument as Trustee of the Martin J. Hoffman Trust Agreement dated December 19, 1985, and acknowledged the same.

(S E A L)

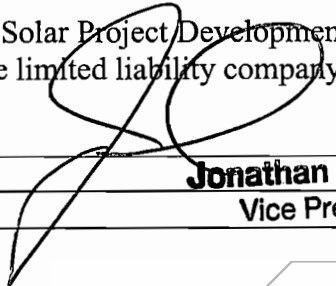


Name: Douglas Peralta
Notary Public,
County of orange
State of Florida
My Commission Expires: 05/27/2023

GRANTEE:

Invenergy Solar Project Development LLC,
a Delaware limited liability company

By: _____
Name: **Jonathan A. Saxon**
Title: **Vice President**



Document is
NOT OFFICIAL!

**This Document is the property of
the Lake County Recorder!**

STATE OF ILLINOIS

COUNTY OF COOK

Personally came before me this 17 day of February, ~~2018~~ 2020
Jonathan A. Saxon who executed the foregoing instrument as vice
president of Invenergy Solar Project Development LLC, and acknowledged the same.

(S E A L)

ERIKA ARIAS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Oct 31, 2022



Name: Erika Arias
Notary Public,
County of Cook
State of Illinois
My Commission Expires: Oct 31, 2022

EXHIBIT A
Description of the Property

<u>Parcel Number</u>	<u>County</u>	<u>Town/Range</u>	<u>Section</u>	<u>Acreage</u>
45-20-24-300-018.000-012	Lake	33N/7W	24	22.150
45-20-24-400-001.000-012	Lake	33N/7W	24	11.000
45-20-24-100-010.000-012	Lake	33N/7W	24	16.430
45-21-05-300-002.000-044	Lake	33N/7W	05	157.395
45-21-06-400-006.000-012	Lake	33N/7W	06	59.700
45-21-30-100-007.000-012	Lake	33N/7W	30	34.750
Total				301.425

Legal Descriptions

The North 1/2 of the Southwest Quarter in Section 24, Township 33 North, Range 8 West of the 2nd P.M. in Lake County, Indiana. EXCEPT The North 120 feet of the West 175 feet of the North 1/2 of the Southwest Quarter of Section 24, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana. ALSO EXCEPT Part of the North 1/2 of the Southwest Quarter of Section 24, Township 33 North, Range 8 West of the 2nd Principal Meridian, more particularly described as follows: The West 1027.67 feet of the South 205 feet of the North half in Lake County, Indiana. ALSO EXCEPT Part of the South 1/2 of Section 24, Township 33 North, Range 8 West of the Second Principal Meridian, situate in Lake County, State of Indiana, and being more particularly described as follows: Beginning at the Southeast corner of the West 1/2 of the West 1/2 of the Southeast Quarter of said Section 24; thence North 0°22'56" West along the East line of the West 1/2 of the West 1/2 of the Southeast Quarter of said Section 24, a distance of 1429.15 feet to the TRUE POINT OF BEGINNING of this description; thence North 49°30'04" West, a distance of 1853.64 feet to a point on the North line of the South 1/2 of said Section 24, said point being South 89°59'02" East, a distance of 1771.64 feet from the Northeast corner of the North 120 feet of the West 175 feet of the North 1/2 of the Southwest Quarter of said Section 24; thence South 89°59'02" East along the North line of the South 1/2 of said Section 24, a distance of 231.04 feet to a point; thence South 49°30'04" East, a distance of 1548.06 feet to a point on the East line of the West 1/2 of the West 1/2 of the Southeast Quarter of said Section 24; thence South 0°22'56" East along the East line of the West 1/2 of the West 1/2 of the Southeast Quarter of said Section 24, a distance of 198.40 feet to the true point of beginning of this description.

Except all that portion of the above described parcel lying South and West of the north line of the existing transmission line easement.

Parcel ID: (Part of) 45-20-24-300-018.000-012

Also,

All that part of the West 1/2 of the West 1/2 of the Northwest Quarter of Section 24, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying South of and adjoining the following described real estate: Beginning at the Northwest corner of said Section 24; thence South 0 degrees 21 minutes 07 seconds East (measures South 00 degrees 21 minutes 40 seconds East) along the West line of the Northwest Quarter of said Section 24, a distance of 960.47 feet to the true point of beginning of this description; thence South 63 degrees 04 minutes 18 seconds East, a distance of 614.38 feet (measures South 63 degrees 04 minutes 51 seconds East, a distance of 614.36 feet) to a point; thence South 49 degrees 30 minutes 04 seconds East, a distance of 164.14 feet (measures 49 degrees 19 minutes 15 seconds East, a distance of 163.72 feet) to a point on the East line of the West 1/2 of the West 1/2 of the Northwest Quarter of said Section 24, said point being South 0 degrees 23 minutes 20 seconds East (measures 00 degrees 22 minutes 00 seconds East) a distance of 1343.86 feet from the Northeast corner of the West 1/2 of the West 1/2 of the Northwest Quarter of said Section 24; thence South 0 degrees 23 minutes 20 seconds East (South 00 degrees 22 minutes 00 seconds East) along the East line of West 1/2 of the West 1/2 of the Northwest Quarter of said Section 24, a distance of 198.42 feet to a point; thence North 49 degrees 30 minutes 04 seconds West (measures North 49 degrees 28 minutes 44 seconds West), a distance of 169.64 feet to a point; thence North 61 degrees 37 minutes 35 seconds West, a distance of 618.08 feet (measures North 61 degrees 35 minutes 54 seconds West, a distance of 617.45 feet) to a point on the West line of the Northwest Quarter of Section 24; thence North 0 degrees 21 minutes 07 seconds West (measures North 00 degrees 21 minutes 40 seconds West) along the West line of the Northwest Quarter of said Section 24, a distance of 179.36 feet to the point of beginning of this description.

(f.k.a Parcel ID: 45-20-24-100-011.000-012)

Parcel ID: (Now part of) 45-20-24-300-018.000-012

The West Half of the West Half of the Southeast Quarter in Section 24, Township 33 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana.

EXCEPT Part of the South 1/2 of Section 24, Township 33 North, Range 8 West of the Second Principal Meridian, situate in Lake County, State of Indiana, and being more particularly described as follows: Beginning at the Southeast corner of the West 1/2 of the West 1/2 of the Southeast Quarter of said Section 24; thence North 0°22'56" West along the East line of the West 1/2 of the West 1/2 of the Southeast Quarter of said Section 24, a distance of 1429.15 feet to the TRUE POINT OF BEGINNING of this description; thence North 49°30'04" West, a distance of 1853.64 feet to a point on the North line of the South 1/2 of said Section 24, said point being South 89°59'02" East, a distance of 1771.64 feet from the Northeast corner of the North 120 feet of the West 175 feet of the North 1/2 of the Southwest Quarter of said Section 24; thence South 89°59'02" East along the North line of the South 1/2 of said Section 24, a distance of 231.04 feet to a point; thence South 49°30'04" East, a distance of 1548.06 feet to a point on the East line of the West 1/2 of the West 1/2 of the Southeast Quarter of said Section 24; thence South 0°22'56" East along the East line of the West 1/2 of the West 1/2 of the Southeast Quarter of said Section 24, a distance of 198.40 feet to the true point of beginning of this description.

ALSO EXCEPT: All that part deeded to the State of Indiana in Instrument No. 2004 108839.

Except all that portion of the above described parcel lying South and West of the north line of the existing transmission line easement.

Parcel ID: 45-20-24-400-001.000-012

Lots 1 and 2, Plan B Subdivision, an addition to Lake County, per plat thereof, recorded in Book 102, page 80, in the Office of the Recorder, Lake County, Indiana.

Parcel ID: 45-20-24-100-010.000-012

The Southwest Quarter of Section 5, Township 33 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPT that portion taken for 157th Avenue and EXCEPT the following tract of land:

Part of the Northeast Quarter of the Southwest Quarter of Section 5, Township 33 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at the Northeast Corner of said Northeast Quarter of the Southwest Quarter and along the East line of said Quarter Section a distance of 125 feet to the point of beginning; thence continuing South along said East line a distance of 300 feet; thence West, parallel to the North line of said Quarter Section a distance of 291 feet; thence North, parallel to the East line of said Quarter Section a distance of 300 feet; thence East, parallel to the North line of said Quarter Section a distance of 291 feet East to the point of beginning.

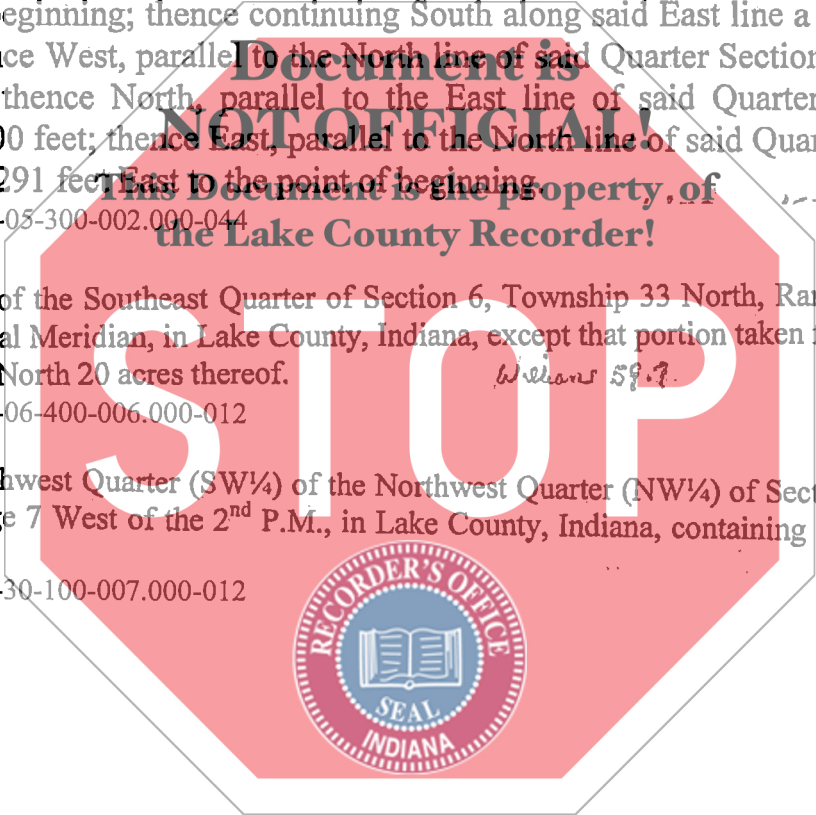
Parcel ID: 45-21-05-300-002.000-044

The East Half of the Southeast Quarter of Section 6, Township 33 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, except that portion taken for 157th Avenue, and except the North 20 acres thereof. *William 59.7.*

Parcel ID: 45-21-06-400-006.000-012

Fractional Southwest Quarter (SW¹/₄) of the Northwest Quarter (NW¹/₄) of Section 30, Township 33 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, containing 34.75 acres, more or less.

Parcel ID: 45-21-30-100-007.000-012



This document prepared by David Larsen.

I, David Larsen, affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (IC 36-2-11-15d)

After recording return to:

Invenergy Solar Project Development LLC, One South Wacker Drive, Suite 1800, Chicago, IL 60606
ATTN: Land Administration