

Goldrush Apple Wind

PROJECT PROFILE



ILLINOIS
PEORIA AND STARK
COUNTIES



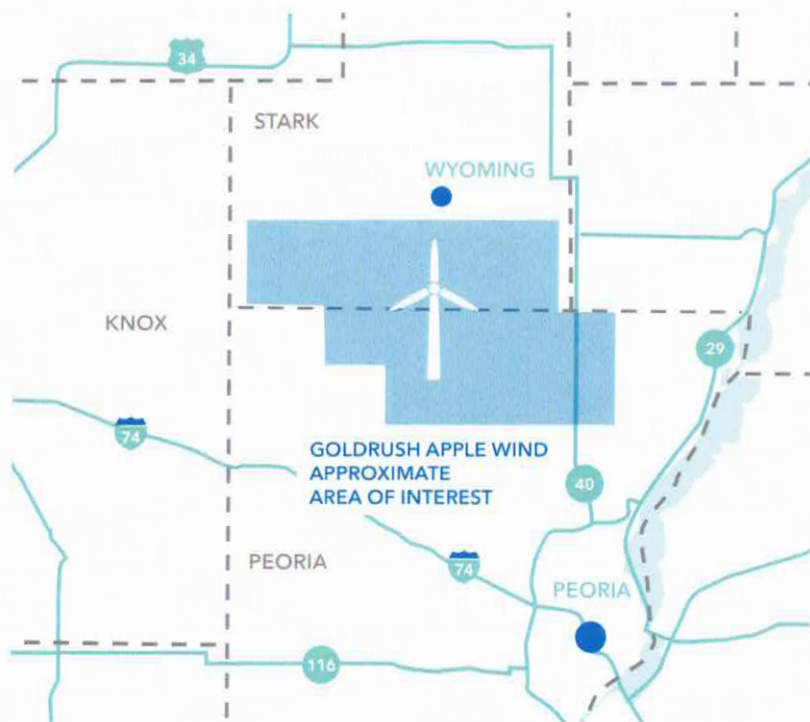
UP TO
500 MW



STORAGE
50-100 MW



PLANNED OPERATION
2028



PROJECT SITE KEY ATTRIBUTES



Verified
wind
resource



Interested
private
landowners



Minimized
environmental
impacts

LOCAL ECONOMIC BENEFITS



30 years of annual revenue for county, local landowners, and local schools, totaling millions of dollars



Enough power for over 109,600 U.S. homes



Hundreds of jobs and significant local spending during construction



Upon completion of the project, a donation of \$1,000 per MW through the Apex Conservation Grant Program



Taxpayers protected against decommissioning costs



Existing high-voltage power lines and highways will limit the need for new infrastructure



Design of the project complements the agricultural heritage of the area



Goldrush Apple Energy, LLC

Peoria and Stark Counties, Illinois

Goldrush Apple Energy Project – Term Sheet

Term

- The lease has a 7-year development period. Feasibility studies completed during this period will include wind resource studies, environmental and geotechnical studies, engineering plans, etc.
- The lease has a 30-year operation term beginning at the start of commercial operations, with an option to extend for two additional 10-year terms.

Payments

Development Period Payments

Years 1-5: The greater of (i) \$20.00 per acre per year or (ii) \$1,000 per year.

Years 6-7: The greater of (i) \$22.00 per acre per year or (ii) \$1,000 per year.

Installation Payments

- If turbines are installed on the property, a one-time lump sum payment of:
 - \$2,000/turbine
- For all participating landowners that receive any of the facilities described below, a one-time lump sum payment of:
 - \$2/linear foot of overhead transmission lines
 - \$5/linear foot of permanent access roads
 - \$5/linear foot of underground collection lines

Annual Operation Payments

After the start of commercial operations, the following annual payments will be made:

Operations Payment (for all landowners regardless of whether a wind turbine is installed on the Property):	\$75.00/acre + 2% or CPI (whichever is greater) annual escalation for inflation, subject to 5% cap on annual increase
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Annual Turbine Host Payment:

For landowners receiving one or more wind turbines on their property, an annual payment of \$6,500 per megawatt of rated nameplate capacity of the wind turbines installed on the landowner's property, plus a 2% or CPI (whichever is greater) annual escalation for inflation, subject to 5% cap on annual increase.

Annual Facilities Host Payment (for all landowners receiving these types of facilities):

- \$1/linear foot of overhead transmission lines
- \$1/linear foot of permanent access roads

Additional Payments, if applicable

- Facilities Tract Fee: If a substation, switchyard or O&M are constructed on the property under the lease, tenant shall pay the landowner \$500/acre per year for the portion of the property used for the substation, switchyard or O&M. Alternatively, tenant will have the right to purchase a portion of the property for a substation, switchyard or O&M at fair market value.
- Met Tower/LIDAR Fee: \$4,000 annually for each meteorological tower installed on the property for the length of time installed. \$500 every 6 months for each SODAR and/or LIDAR unit installed on the property for the length of time installed.
- ADLS Fee: An annual payment of \$5,000.00, the first payment due and payable within 45 days after the date of installation of the tower and subsequent payments paid within 30 days after the anniversary of the date of installation.
- Legal Fee Reimbursement: A rider will be added to the leases until the project reaches approximately 15,000 acres to provide that Tenant will reimburse up to \$1,500 per lease for legal fees incurred in connection with the negotiation of the lease. To be eligible for this reimbursement, the landowner must: (i) provide written evidence of the incurred legal fees within 60 days of signing the lease; and (ii) **upon request from developers/land agents**, the legal fee reimbursement would be contingent upon the landowner executing the agreement within 90 days from the Delivery Date of the lease.
- Terms to be added via riders to the lease on a case-by-case basis:
 - Signing bonus
 - Legal fee reimbursement
 - Legal fee reimbursement (90-day deadline)

Additional Terms

- A most favored nations clause will be incorporated into the base lease template and will only apply to the Annual Turbine Host Payment and the Operations Payment.
- Prior to construction, consult about the proposed location of wind facilities
- Compensation for crop damage and soil compaction
- Repair broken drain tiles
- Reclamation and restoration of soil surface after construction
- Pay property taxes for wind power facilities
- Commercial general liability insurance policy in the minimum amount of \$1,000,000 per event during the Development Period, and increase to a minimum amount of \$5,000,000 per event upon the Commencement of Construction
- Upon decommissioning/termination, wind facilities must be removed from the property, except that wind facilities buried more than five (5) feet below the surface may be left in place and foundations shall only be removed to a depth of five (5) feet.

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DISCLAIMER: This Lease Term Sheet is intended solely for discussion purposes and is not intended to be legally binding and does not represent or constitute an offer or commitment by Apex Clean Energy or any of its affiliates or any other person to consummate any transaction contemplated by this Lease Term Sheet. No definitive agreement between Apex Clean Energy or any of its affiliates will be created, implied or inferred until a definitive written wind lease agreement is fully executed by all of the parties. Without limiting the foregoing, until such time as a fully executed wind lease agreement is signed by a particular landowner and a special purpose entity formed by Apex Clean Energy, no agreement shall exist among such parties. Furthermore, Apex Clean Energy and its affiliates shall be under no obligation to execute a wind lease agreement with any landowner who is a party to or subject to a competing wind lease.

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