

LAND LEASE AND WIND EASEMENT

This Land Lease and Wind Easement ("Lease") is made on _____, 202_____, (the "Effective Date") between John T. Merkle as Successor Trustee of the Eugene W. Merkle Trust, dated July 24, 1981 a/k/a Eugene W. Merkle Trust dated July 24, 1981 and amended from time to time (collectively, "Lessor"), and Sprouting Skies Wind Farm, LLC, a Delaware limited liability company ("Lessee").

Contact information for Lessor and Lessee is as follows:

Sprouting Skies Wind Farm, LLC c/o
Geronimo Power, LLC
Attn: Director of Real Estate
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437 952-988-
9000

Eugene W. Merkle Trust
c/o John T. Merkle 533
N Lombard Avenue
Lombard, IL 60148
Phone: _____

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE I. Premises

Section 1.1 General

- (a) Lessor leases to Lessee and Lessee leases from Lessor the real property legally described in Exhibit A attached hereto (the "Premises") for the purposes of testing and evaluating the Premises for wind energy generation, and for constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, overhead (subject to the provisions of Section 3.3(d) below) and underground electrical and communications lines, electric transformers, telecommunications equipment and power generation facilities to be operated in conjunction with this Project, roads, meteorological towers and wind measurement equipment, aircraft detection lighting systems, and related facilities and equipment (hereinafter "Wind Facilities"), including without limitation: a line or lines of towers, with such wires and cables as from time to time are suspended therefrom (subject to the provisions of Section 3.3(d) below) and/or underground wires and cables installed to a minimum depth of five (5) feet unless Lessee determines, using commercially reasonable judgment, that subsurface conditions prevent burial at such depth, for collection and transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Premises, together with the appropriate rights of way and, subject to Section 3.3(d) below, laydown yards for the staging and storage of Wind Facilities, electrical substations, operations and maintenance facilities, and/or energy storage facilities. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for wind energy purposes. For purposes of this Lease, "wind energy purposes" means converting wind energy into electrical energy, and collecting the electrical energy so converted, together with any and all activities directly related thereto. No portion of the Premises as described

in Exhibit A shall be excluded from this Lease without consent of the Lessor provided, however, that this sentence shall not be construed to impair or otherwise affect Lessee's rights under Section 7.2 below.

- (b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Wind Facilities. Lessee shall consult with Lessor on Lessee's site development plan prior to construction on the Premises, showing Lessor the proposed locations of Wind Facilities, before making its final decisions as to locations of Wind Facilities on the Premises, but Lessee shall have sole discretion over all final siting decisions. Lessee shall use commercially reasonable efforts to minimize the interruption of Lessor's use of the Premises by the Wind Facilities. Lessee has the right to relocate existing Wind Facilities upon the Premises during the term of this Lease. For the avoidance of doubt, this Lease does not permit Lessee to install a substation or energy storage facilities on the Premises.
- (c) Lessor hereby grants to Lessee, for the term of this Lease, easements over, across and on the Premises (1) for ingress to and egress from Wind Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the "Access Easement") and (2) to allow the sweep or overhang of any wind turbine blades of wind turbine towers located on properties within the Project, as hereinafter defined, that are adjacent to the Premises (the "Overhang Easement"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Lessee agrees to use commercially reasonable efforts to (i) locate access roads so as to minimize the interruption of Lessor's operations on the Premises, (ii) install such access roads either (a) reasonably perpendicular to a public road or, (b) reasonably parallel to existing furrows on the Premises, or (c) reasonably parallel to a north / south / east / west axis or existing boundaries, fence lines or waterlines, and (iii) cause such access roads to be level with the immediately surrounding portions of the Premises. Lessee shall make good faith efforts to consult with Lessor on the site development plan prior to construction of access roads and shall use commercially reasonable efforts to minimize the interruption of Lessor's use of the Premises by the access roads, provided that Lessee shall make all such final siting decisions in Lessee's sole discretion. No additional compensation shall be payable to Lessor as a result of any turbine blade overhang or sweep allowed by the Overhang Easement.
- (d) Lessor retains all rights to use that portion of the Premises not occupied by Wind Facilities and that portion thereof occupied by electrical collection lines to the extent its use is consistent with Sections 1.2 and 5.2, for farming to a customary depth under the surface of the Premises, grazing, conservation or other purposes and Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises. Each of Lessor and Lessee acknowledges and agrees that this Lease is not a lease or grant of agricultural lands reserving rent or services of any kind.

Section 1.2 Wind Easement

Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Premises, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any wind turbine or meteorological tower is or may be located at any time from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, 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 Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. Trees, structures and improvements located on the Premises as of the Effective Date shall be allowed to remain and Lessee may not require their removal. Lessor may not place or plant any trees, structures or improvements on the Premises greater than thirty-five (35) feet in height, when fully constructed or grown, after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with the flow of wind to any Site or Wind Facility, unless Lessor has received approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, (i) Lessor may replace any structure or improvement located on the Premises as of the Effective Date (the "Original Structure or Improvement") with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the "New Structure or Improvement"), provided that such New Structure or Improvement does not obstruct the free flow of wind in any way that is more detrimental to the Premises than the Original Structure or Improvement, and (ii) on any contiguous, non-tillable land containing an existing building site on the Premises (the "Existing Building Site"), Lessor may place or plant any trees, structures or improvements within such Existing Building Site, provided such trees, structures or improvements do not exceed one hundred fifty (150) feet in height when fully constructed or grown, and provided further that such trees, structures or improvements are not located within seven hundred fifty (750) feet of any wind turbines installed by Lessee. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee's sole discretion.

ARTICLE II. Lease Term

Section 2.1 Development Period; Construction Period; Extended Term; Renewal Terms

- (a) Lessee's rights under this Lease continue throughout the Development Period. The "Development Period" commences on the Effective Date and expires on the tenth (10th) anniversary of the Effective Date.
- (b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the earlier of (i) the date when construction of Wind Facilities which shall be defined as the date when excavating the first foundation for any Wind Facilities, other than meteorological towers, commences in connection with the Project ("Construction Date"); or (ii) the date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease for the Construction Period ("Construction Period Notice Date"). The Construction Period of the Lease ("Construction Period") is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.
- (c) The Lease shall automatically be extended for the Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation, which shall be defined as the date of the first commercial deliveries of electrical energy to the local utility grid ("Commercial Operation Date"); or (ii) the date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease for the Extended Term ("Extended Term Notice Date"). The Extended Term of the Lease ("Extended Term") is twenty (20) years from the earlier of either of the Commercial Operation Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against the Premises to give notice of such date, and upon the request of

Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

- (d) Lessee shall have the right, at its option, to extend the Extended Term for three (3) additional periods of ten (10) years (each, a "Renewal Term"). To exercise its option to renew the term of this Lease for a Renewal Term, Lessee must deliver both a written extension notice to Lessor and an extension payment in the amount of Ten Dollars (\$10.00) per each acre within the Premises (prorated for any partial acre) prior to the expiration of the Extended Term or the applicable Renewal Term, as the case may be. Lessee must deliver the written notice and the extension payment in the amount and in the manner set forth above to exercise effectively its options to extend the term of this Lease for any Renewal Term. The terms of the Lease during each Renewal Term shall be the same terms and conditions applicable during the Extended Term, except as specifically provided herein. Notwithstanding anything else herein, any extension shall apply to the entirety of the Premises and Lessee shall not be able to extend for any such Renewal Term as to only portions of the Premises, unless the Premises is located more than one (1) mile from an operational wind turbine within the Project, in which case Lessee may elect to have such extension apply to either the entire Premises or a portion thereof, so long as each tax parcel Lessee elects to release from the Lease shall be fully released. Lessee shall record the release within ninety (90) days. Lessee shall have no right to extend the term of this Lease beyond the last Renewal Term provided for in this Section 2.1(d) absent further mutual agreement. If Lessee fails to exercise effectively its option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the term hereof.

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of the parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the nonbreaching party to terminate the Lease pursuant to Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion, as to all or any portion of the Premises so long as each tax parcel Lessee elects to release from the Lease shall be fully released and shall be recorded by Lessee in accordance with Section 10.11 and, if applicable, the decommissioning and removal of the Wind Facilities in accordance with Section 4.3; or
- (e) Pursuant to applicable law.

Upon the expiration or termination of the Lease, Lessee shall provide Lessor with a release of its interest in the Premises in recordable form.

Section 2.3 Survival of Covenants

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute

a portion of a larger wind energy project (the "Project") with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational and while the Lease remains in full force and effect.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent

During the Development Period, Lessee shall pay Lessor the amounts set forth in Table 1 of the attached Exhibit B as rent for the Premises and consideration for the Development Period (the "Development Rental Payment"), until the earlier to occur of the commencement of the Construction Period or termination of this Lease. Lessee, at its sole and absolute discretion, shall have the right to terminate this Lease at any time during the Development Period upon thirty (30) days written notice to Lessor.

Section 3.2 Annual Rent

The Annual Rent for the Construction Period, Extended Term and Renewal Term is set forth in the attached Exhibit B. Annual Rent payments in Exhibit B shall be subject to the Escalation Rate, as defined in Section 7 of Exhibit B.

Section 3.3 Other Payments

- (a) Turbine Installation Payment. In the event Lessee elects to install one or more wind turbines on the Premises and completes construction of such turbine(s), Lessee shall make a one-time payment to Lessor in the amount set forth in Section 4 of the attached Exhibit B.
- (b) Access Road Payment. In the event that (i) Lessee elects to install an access road on the Premises and completes construction of such access road, and (ii) the Premises is not improved with any wind turbine(s), then Lessee will pay Lessor the amounts set forth in Table 2 of the attached Exhibit B. This annual payment shall be subject to the Escalation Rate.
- (c) Underground Cables Payment. In the event that Lessee elects to install underground buried cables on the Premises and completes construction of such underground buried cables, and the Premises is not improved with a wind turbine, then Lessee will pay Lessor the amounts set forth in Table 2 of the attached Exhibit B. This annual payment shall be subject to the Escalation Rate.
- (d) Additional Project Facilities. In the event that Lessee elects to install aboveground transmission lines, a temporary construction laydown yard, and/or an electrical substation on the Premises ("Additional Project Facilities"), Lessor and Lessee shall mutually agree on the location of any such Additional Project Facilities within forty-five (45) days of Lessee notifying Lessor of Lessee's election to install such Additional Project Facilities on the Premises. Lessee will pay Lessor the fair market value for an easement for any such Additional Project Facilities pursuant to an amendment to this Lease or separate easement agreement in a form to be provided by Lessee upon written request from Lessee to Lessor. In the event that the parties are unable to agree upon such fair market value before the

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beginning of installation of such Additional Project Facilities, the parties shall agree upon a real estate appraiser with no prejudicial interest in the dispute or the parties, who shall serve as an arbitrator of the dispute and whose determination shall be binding. The appraiser's fees shall be paid by Lessee. Such agreement on location and fair market value for an easement for any such Additional Project Facilities shall be reached prior to Lessee's placement of such Additional Project Facilities on the Premises. Notwithstanding the foregoing provisions to the contrary, Lessor and Lessee agree that the fair market value for any temporary construction laydown yard shall be as set forth in Section 6(a) of the attached Exhibit B.

- (e) CRP. If Lessor is a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, Lessor shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Lessor for (a) any rental payments, or portion thereof, Lessor would have received from the U.S. Department of Agriculture but for the construction of the Wind Facilities on the Premises and (b) the penalties and interest, if any (including for any past payments received by Lessor that must be repaid by Lessor), assessed by, the U.S. Department of Agriculture as a result of the construction of the Wind Facilities on the Premises. Lessor shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Wind Facilities on the Premises covered by a CRP Contract.

Section 3.4 Meteorological Tower Fees; ADLS Fee

- (a) Met Tower Payment. Lessee shall pay Lessor an annual payment (the "Met Tower Fee") for each meteorological tower and/or mobile testing unit installed on the Premises by Lessee after the Effective Date of this Lease, if any, for so long as such meteorological tower and/or mobile testing unit is installed on the Premises. The Met Tower Fee shall be in the amounts set forth in Section 6(b), 6(c), and 6(d) of the attached Exhibit B, as applicable. This annual payment shall be subject to the Escalation Rate. The Met Tower Fee is full and complete compensation for any loss of rent, business opportunities, profits and the like that may result from Lessor's loss of use of the portion of the Premises occupied by a meteorological tower and/or mobile testing unit. Notwithstanding the foregoing, crop damages will be paid as set forth in Section 6.2 in connection with the installation, maintenance and/or decommissioning of any such meteorological tower and/or mobile testing unit. The initial Met Tower Fee shall be due within sixty (60) days after the date that Lessee installs the first meteorological tower and/or mobile testing unit on the Premises. Each subsequent annual Meteorological Tower Fee shall be due concurrently with the Annual Rent payment each year for so long as one or more of Lessee's meteorological towers and/or mobile testing units are installed on the Premises. The Met Tower Fee for the first and last years, if less than a full year, shall be prorated based on the number of days remaining in such year. In the event that Lessor and Lessee have executed any separate agreement prior to the Effective Date that permits Lessee to install meteorological towers on the Premises and provides for payments with respect to such towers (a "Met Tower Agreement"), then from and after the Effective Date the provisions of this **Section 3.4** shall supersede and replace such Met Tower Agreement with respect to any meteorological towers and/or mobile testing units installed on the Premises prior to the Effective Date.
- (b) ADLS Payment. If Lessee elects to install aircraft detection lighting systems ("ADLS") on the Premises, Lessee shall pay Lessor an annual payment in the amount set forth in Section 6(e) of the attached Exhibit B. This annual payment shall be subject to the Escalation Rate.

Section 3.5 Taxes, Assessments and Utilities

- (a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. If Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Lessor from Lessee.
- (b) Lessee shall pay all real and personal property taxes and assessments levied against the Wind Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Wind Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor an amount equal to the increase no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.
- (c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.
- (d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Wind Facilities or Lessee on the Premises. Lessee shall not drill a well on the Premises without the prior written consent of Lessor.

Section 3.6 Severance of Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Wind Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance suffered, created or imposed by reason of Lessee's activities related to this Lease within 60 days of the creation of any such lien or encumbrance.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Wind Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements

All Wind Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be the sole property of Lessee and Lessor shall have no ownership or other interest in any Wind Facilities on the Premises. The Wind Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Wind Facilities and the Premises. Throughout the Term Lessee shall, at its sole cost and expense, maintain Lessee's Wind Facilities in good condition and repair, ordinary wear and tear excepted. All Wind Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, replaced, repaired or refurbished by Lessee at any time. At the end of the Term, including any termination of the Lease, Lessee shall remove all its Wind Facilities, including foundations, to a depth of five (5) feet below grade, within eighteen (18) months from the date the Term expires or the Lease terminates. During the term of removal of Lessee's improvements, Lessor shall continue to receive rental payments equal to the rental payments received by Lessor during the last year of Wind Facilities' operation. Furthermore, Lessee shall make any payments as necessary in accordance with Section 6.2, herein. If Lessee fails to remove any of the Wind Facilities within the required time period, such Wind Facilities shall be considered abandoned by Lessee and Lessor may remove these Wind Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee. In the event Lessee fails to remove any of the Wind Facilities as required, and Lessor removes such Wind Facilities at Lessor's expense, Lessee shall reimburse Lessor for all reasonable costs of removing those Wind Facilities as required by the Lease, within thirty (30) days after receipt of an invoice from Lessor. Lessee agrees to maintain such security for removal of the Wind Facilities as is required by any applicable permits or governmental rules or regulations, including but not limited to the Agricultural Impact Mitigation Agreement (AIMA), which is required by the Illinois Department of Agriculture (IDOA).

Section 4.4 Hazardous Wastes

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises. Lessee shall indemnify Lessor regarding such materials.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Wind Facilities and Lessee's activities on the Premises at all times during the Term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of three million (\$3,000,000.00) dollars, for the period prior to commencement of construction of any Wind Facilities on the Premises other than meteorological towers, and seven million (\$7,000,000.00) dollars, for the period commencing on the Construction Date, and ten million (\$10,000,000.00) dollars for the Extended Term and any extensions thereto including decommissioning. Such insurance coverage for the Wind Facilities and Premises may be provided as part of a blanket policy that covers other Wind Facilities or properties as well. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon written request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. Nothing herein shall be deemed to limit Lessee's liability hereunder the amount of such insurance coverage. Lessee shall also reimburse Lessor for any increase in Lessor's insurance premiums relating to the Premises, to the extent that such increase is directly caused by the installation of the Wind Facilities or Lessee's operations on the Premises. Each of Lessor's contractors shall maintain their own general liability insurance with a minimum combined occurrence and annual limitation of three million (\$3,000,000.00) dollars with respect to the activities of such contractors on the Premises.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

To the best of Lessor's knowledge without independent inquiry, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Lease as Lessor. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. To the best of Lessor's knowledge without independent inquiry, there are no encumbrances, liens or other title defects against the Premises except: (a) those currently of record in the county where the Premises are located, or (b) those which are reflected in a title report for the Premises provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed to Lessee by Lessor in writing prior to or at the time of execution hereof.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

- (a) As long as Lessee is not in default under this Lease, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Lease, and Lessor shall not interfere with any of Lessee's activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the wind speed or wind direction over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Wind Facilities. Lessee shall have the sole and exclusive rights to use the Premises for wind

energy purposes and to convert all of the wind resources of the Premises. Wind Facilities located on the Premises from time to time may be operated in conjunction with Wind Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Lease shall Lessor construct, build or locate or allow others to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Premises.

- (b) Notwithstanding the provisions of the foregoing Section 5.2(a) and of Section 1.2, Lessor shall have the right to replace or repair any structures or improvements located on the Premises as of the Effective Date, so long as such structures or improvements do not exceed the height of the existing structure, and are replaced or repaired in substantially the same location as the structures or improvements in existence on the Premises as of the Effective Date. Further, Lessor shall have the right to construct not more than one (1) Small Turbine (as defined below) on the Premises for Lessor's personal use, so long as such Small Turbine is sited within two hundred fifty (250) feet of Lessor's existing building site. A "Small Turbine" shall be defined as a wind turbine for residential or farm use by Lessor, with a nameplate capacity of 40 kW or less and a hub height of sixteen (16) meters or less.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises. Notwithstanding anything herein, Lessor's indemnification shall not extend to any materials or substances commonly used under label in agriculture at the time of Lessor's use thereof even if such materials or substances are later categorized as hazardous.

Section 5.4 Cooperation; Setback Waivers; Further Assurances and Estoppel Certificates

- (a) Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such nondisturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Lessee under this Lease. Lessor shall provide reasonable cooperation to assist Lessee in obtaining and maintaining any permits needed for the Wind Facilities.
- (b) Property Line Setback Waiver. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements applicable to property lines, including any such property line setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, and the enforcement of such property line setback requirements, with respect to the locations of any Wind Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project.
- (c) Occupied Residence Setback. Lessee agrees that any wind turbine it installs on the Premises shall be set back a distance of at least One Thousand Three Hundred Twenty Feet

(1,320') from any existing occupied residence on the Premises as of the Effective Date, provided that upon written request from Lessee to Lessor, Lessor may waive such occupied residence setback requirement.

- (d) Building Site Setback. In the event any building site on the Premises is identified and depicted on the attached Exhibit A-1, if any (a "Building Site"), Lessee agrees that any wind turbine it installs on the Premises shall be set back a distance of at least Seven Hundred Fifty Feet (750') from any such Building Site, provided that upon written request from Lessee to Lessor, Lessor may waive such Building Site setback.
- (e) Further Assurances; Estoppels. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception.

ARTICLE VI. Indemnification

Section 6.1 Indemnification

Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagees and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party or such party's agents or employees on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any unrelated third party (including, but not limited to, any trespasser). This indemnification shall survive the termination of this Lease.

Section 6.2 Crop Damage, Compaction and Other Damage

- (a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, livestock and/or other property or improvements on the Premises during Lessee's activities on the Premises. Lessee shall reimburse Lessor for any such damages within thirty (30) days after determining the extent of damage. To the extent that Lessee's activities on the Premises create any electrical, communication, internet, or radio interference with Lessor's activities on the Premises, Lessee shall use any and all commercially available efforts to remedy the interference, but shall not be required to remove or relocate a turbine.
- (b) Lessee will take all commercially reasonable steps to avoid damaging any tile lines on the Premises. Lessee agrees to immediately repair and/or replace underground tile lines damaged during construction or operation of the Project. Lessee shall retain a qualified local third-party tile repair contractor to undertake all tile repair work. Upon reasonable notice, Lessor shall be given the opportunity to inspect the repair, replacement or rerouting of tile prior to being covered with topsoil. Any tile repairs shall be rigid pipe across any trench and at least two (2) feet onto

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undisturbed soil on either side of said trench. Lessee shall make best effort to install underground lines below tile lines.

(c) Crop damages will be calculated by the following formula: $\text{Price} \times \text{Yield} \times \text{Percentage of Damage} \times \text{Acreage} = \text{Crop Damages}$. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the next previous two (2) years' yields of the same crop as the damaged crop, according to Lessor's records, as received from and certified by Lessor, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Lessor's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Lessor does not have yield records available, the Lessor will use FSA records for the county in which the Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(d) If Lessee's activities on the Premises causes crop yields located greater than five (5) feet from foundations of Wind Facilities or from roads constructed or improved by Lessee to be seriously impaired due to compaction, then Lessee and Lessor shall determine in good faith the acreage of land affected by such compaction (the "Seriously Compacted Area") and, in addition to Lessee's payment for destruction or damage to existing growing crops, Lessee will compensate Lessor for crop losses in the Seriously Compacted Areas. The amount of such compensation will be $\text{Price} \times \text{Yield} \times \text{Acreage} \times 4 = \text{Compaction Damages}$, as such terms are defined in Section 6.2(c) above. After such payment for any Seriously Compacted Area, Lessee shall not be responsible to pay Lessor or Lessor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the portion of the Premises occupied by Wind Facilities unless due to a separate compaction incident, in which case the Lessee will compensate Lessor for crop losses in the Seriously Compacted Areas.

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Right to Encumber

- (a) Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("Lender") without the consent of Lessor. Any Lender shall have no obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly. Lessee shall notify Lessor of the identity and notice address for any Lender.
- (b) Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.
- (c) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Lease and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

- (d) During the time all or any part of Lessee's interests in the Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee, except any late payment shall be paid with interest as stated in Exhibit B. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.
- (e) The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.
- (f) In the event this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new Lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the term of the Lease before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for wind energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Wind Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall

not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder. Notwithstanding anything else herein, any third-party assignments, conveyance, or grants shall not allow third-parties to carry power or communication lines across the Premises until Lessee and Lessor have entered into a separate agreement for the same, as contemplated in Section 3.3(d) above.

Section 7.3 Continuing Nature of Obligations

- (a) The wind easement and related rights granted by Lessor in this Lease to Lessee are an easement in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the wind easement granted in this Lease and, as between the Premises and other tracts of property on which Lessee may locate Wind Facilities, no tract is considered dominant or servient as to the other.
- (b) The burdens of the lease and wind easement and all other rights granted to Lessee in this Lease shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. The Lease and wind easement shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. Condemnation/Force Majeure

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Wind Facilities on the Premises, the parties shall either amend this Lease to reflect any necessary relocation of the Wind Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or, at Lessee's option, this Lease shall terminate in which event neither party shall have any further obligations except removing any of Lessee's improvement in accordance with Section 4.3. If Lessee does not elect to amend or terminate the Lease as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

If all or part of the Premises is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "Taking"), Lessor shall provide Lessee with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not in the absence of Lessee settle with the Taking authority or agree on compensation for such Taking. Subject to any applicable law or regulation, if

any, any award or other compensation ("Award") payable as a consequence of such Taking shall be calculated and paid separately to Lessor and Lessee.

Any Award amount for the value of Lessor's fee interest in the Premises, valued as if no Wind Facilities were on the Premises, together with the estimated net present value amounts that would have been paid by Lessee to Lessor hereunder, taking into account the leasehold and easement estates created by this Agreement (collectively the "Fee Award"), shall be the sole property of Lessor.

Any Award amount for the cost of removing or relocating the Wind Facilities installed on the Premises, any damages related to the same, together with any loss of business, relocation expenses, or leasehold interest, and any other compensation or benefits payable by applicable law as a consequence of the loss or interruption of Lessee's business (collectively, the "Leasehold Award") shall be the sole property of Lessee.

In the unlikely event the Taking authority pays a single Award in whole instead of separate payments to Lessor and Lessee (collectively, a "Single Award"), such Single Award shall be distributed as follows:

- (a) Lessor shall receive the amount equal to the Fee Award;
- (b) Lessee shall receive the amount equal to the Leasehold award.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a "Force Majeure", which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided (including, but not limited to, weather events).

ARTICLE IX. Default/Termination

Section 9.1 Events of Default

Each of the following shall constitute an event of default that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity.

- (i) any failure by Lessee to pay any amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other material breach of this Lease by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time reasonably necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

Section 9.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Wind Facilities from the Premises at Lessee's expense. Lessee shall have eighteen (18) months from the date the Lease expires or is terminated to remove the Wind Facilities. For the period between the date of termination or expiration and the date upon which Lessee completes removal of the Wind Facilities as required under Section 4.3 of this Lease, Lessee shall pay Lessor Rent on a monthly basis, prorated as applicable, as specified in Exhibit B and shall include compensation for any crop damage and compaction

Section 9.3 Specific Performance

Each party acknowledges and agrees that the other party shall have the right to seek specific enforcement of this Lease.

ARTICLE X. Miscellaneous

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, telecopier or certified mail and shall be sent to the respective parties at the addresses set forth in the preamble hereof (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph).

Section 10.2 No Third-Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 10.4 Legal Matters.

(a) This Lease is made in Illinois and shall be governed by the laws of the State of Illinois. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a court located in a county in which the Project is located, or if a federal dispute, in the U.S. District Court for the Central District of Illinois.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON

THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE. For the avoidance of doubt, the parties do not waive the right to a bench trial.

Section 10.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties.

Section 10.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Lease, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Wind Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to other lessors in the Project; Lessor's lenders, trustees, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Lease; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or

transferee of Lessee. The provisions of this Section 10.8 shall survive any early termination of this Lease until the Project reaches the Commercial Operation Date.

Section 10.9 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 10.10 Tax Credits

If under applicable law the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative wind energy expenditure established by any local, state or federal government, then, at Lessee's option, Lessor and Lessee shall amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive, however such conversion shall not create any type of fee interest or functionally similar interest in the Premises.

Section 10.11 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall then record a memorandum of this Lease. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, Lessee shall record all or any part of the Premises being released within ninety (90) days and provide a recordable acknowledgement of such termination to Lessor.

Section 10.12 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party or parties named for Lessor in Section 10.1 at the address or addresses for such party or parties given in Section 10.1, or such other address or addresses designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. If Lessor consists of multiple individuals or entities, payment shall be made by separate individual checks to each party comprising Lessor at the address or addresses for such party or parties given in Section 10.1, or such other address or addresses designated by not less than thirty (30) days' prior written notice to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Premises or any portion thereof. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing. If one or more individuals execute this Lease as Lessor, each individual relinquishes, releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois. Lessee will provide a payment authorization form to be completed by Lessor, in which Lessor may select between certain payment options provided by Lessee.

Section 10.13 Severability

Whenever possible, each provision of this Lease shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Lease is held to be invalid,

void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Lease shall remain in effect.

Section 10.14 Payment Terms

Attached as Exhibit B to this Lease are certain payment terms and conditions, as referenced in this Lease. The terms and conditions set forth in the attached Exhibit B are hereby incorporated into the Lease.

Section 10.15 Interest On Past Due Payments

All amounts due under Article III to the extent not paid or tendered within thirty (30) days after written notice from Lessor in accordance with Section 9.1(i) above shall bear interest at a rate equal to the lesser of: (i) the prime rate of interest plus four percent (4%) as quoted by the Wall Street Journal or its successor, or (ii) the maximum rate allowed by applicable law.

Section 10.16 Most Favored Nations

If at any time within twenty four (24) months after the Effective Date the Lessee enters a Land Lease and Wind Easement with another owner of real property that is part of the Project ("Other Agreement"), and such Other Agreement includes a higher per-acre rate of Annual Rent or Turbine Rent than as set forth in this Lease, then within thirty (30) days after entering such Other Agreement, Lessee will present Lessor with an amendment to this Lease that includes such higher rate(s) of Annual Rent and/or Turbine Rent.

Section 10.17. Special Circumstances

Properties with irrigation, potential anticipated but undeveloped building sites, or other special circumstances shall address these issues by addendum and/or the attached Exhibit A-1.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSOR:

Eugene W. Merkle Trust

BY: _____
John T. Merkle, Successor Trustee

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by John T. Merkle, as Successor Trustee of Eugene W. Merkle Trust, dated July 24, 1981.

Notary Public

LESSEE:

Sprouting Skies Wind Farm, LLC

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of Sprouting Skies Wind Farm, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

This instrument was drafted by:
Sprouting Skies Wind Farm, LLC c/o
Geronimo Power, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437

EXHIBIT A

DESCRIPTION OF PREMISES

Legal Description of Premises:

Tax Parcel No(s): 15-13-400-001

The West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Thirteen (13), in Township Twenty-seven (27) North, Range Ten (10) East of the Third Principal Meridian, in Iroquois County, Illinois,

The Premises contains approximately 80.00 acres.

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EXHIBIT A-1

DEPICTION OF BUILDING SITE

EXHIBIT B

PAYMENT TERMS

The tables and sections below provide certain payment terms set forth in the Lease. For complete terms and conditions of each payment that may become payable under the Lease, see the applicable section of the Lease noted in the tables below. In the event of a conflict or inconsistency between the terms and conditions summarized in this Exhibit B and those set forth in the Lease, the terms and conditions set forth in the Lease shall supersede, govern, and control over this Exhibit B.

1. Development Rental Payment. During the Development Period, Lessee shall pay Lessor the annual amounts per acre set forth in Table 1 below in this Exhibit B (the "Development Rental Payment"), as measured by the total number of acres within the Premises per year, prorated for any partial acres within the Premises, but not less than One Thousand Dollars (\$1,000.00) per year.

For purposes of calculating the amount of the Development Rental Payment, the Premises are stipulated to the number of acres set forth in Exhibit A. The first Development Rental Payment shall be paid within sixty (60) days after the Effective Date, and on each anniversary of the Effective Date during the Development Period. The Development Rental Payment for the first and last years of the Development Period, if less than a full year, shall be prorated based on the number of days remaining in such year, provided, however, that the Development Rental Payment for the last year of the Development Period shall accrue up to the commencement of the Construction Period or earlier termination or expiration of this Lease. Lessee, at its sole and absolute discretion, shall have the right to terminate this Lease at any time during the Development Period upon thirty (30) days written notice to Lessor.

Table 1

Development Period Year	Development Rental Payment Due Date	Development Rental Payment
1 (commencing on the Effective Date until the 1st anniversary thereof)	Sixty (60) days after the Effective Date	\$20.00 per acre of the Premises (prorated for any partial acres within the Premises)
2 (commencing on the 1st anniversary of the Effective Date until the 2nd anniversary thereof)	1st Anniversary of the Effective Date	\$20.00 per acre of the Premises (prorated for any partial acres within the Premises)
3 (commencing on the 2nd anniversary of the Effective Date until the 3rd anniversary thereof)	2nd Anniversary of the Effective Date	\$20.00 per acre of the Premises (prorated for any partial acres within the Premises)
4	3rd Anniversary of the Effective Date	\$20.00 per acre of the Premises (prorated for any

(commencing on the 3rd anniversary of the Effective Date until the 4th anniversary thereof)		partial acres within the Premises)
5 (commencing on the 4th anniversary of the Effective Date until the 5th anniversary thereof)	4th Anniversary of the Effective Date	\$20.00 per acre of the Premises (prorated for any partial acres within the Premises)
6 (commencing on the 5th anniversary of the Effective Date until the 6th anniversary thereof)	5th Anniversary of the Effective Date	\$20.00 per acre of the Premises (prorated for any partial acres within the Premises)
7 (commencing on the 6th anniversary of the Effective Date until the expiration of the Development Period)	6th Anniversary of the Effective Date	\$20.00 per acre of the Premises (prorated for any partial acres within the Premises)
8 (commencing on the 7th anniversary of the Effective Date until the expiration of the Development Period)	7th Anniversary of the Effective Date	\$22.00 per acre of the Premises (prorated for any partial acres within the Premises), subject to the Escalation Rate, as defined in Section 7 of this Exhibit B
9 (commencing on the 8th anniversary of the Effective Date until the expiration of the Development Period)	8th Anniversary of the Effective Date	\$22.00 per acre of the Premises (prorated for any partial acres within the Premises), subject to the Escalation Rate
10 (commencing on the 9th anniversary of the Effective Date until the expiration of the Development Period)	9th Anniversary of the Effective Date	\$25.00 per acre of the Premises (prorated for any partial acres within the Premises), subject to the Escalation Rate

2. Construction Period Rent. During the Construction Period, Lessee shall make an annual payment to Lessor in the amount of Thirty Dollars and No/100 (\$30.00) per acre of the Premises, subject to the Escalation Rate.

3. Access Road and Underground Buried Cables Payment. In the event that Lessee elects to install an access road and/or underground buried cables on the Premises and completes construction of such access road and/or underground buried cables, and the Premises is not improved with a wind turbine, then Lessee will pay Lessor: (a) with respect to such access road, an installation fee of \$5.00 per linear foot of such access road at the beginning of installation thereof (the "Access Road Installation Fee"), and an annual payment (the "Access Road Rent") in the amount of \$3.00 per linear foot of such access road, and (b) with respect to such underground buried cables, an installation fee of \$2.50 per linear foot of such buried cables at the beginning of installation thereof (the "Underground Buried Cable Installation Fee"), and an annual fee (the "Underground Buried Cable Rent") of \$0.50 per linear foot of such buried cables; provided, however, that notwithstanding the foregoing to the contrary, in the event that Lessee elects to install such an access road and/or underground buried cables on the Premises and completes construction of such access road and/or underground buried cables, and the Premises is improved with a wind turbine, then the Access Road Rent shall be \$1.00 per linear foot of such access road. Such Access Road Rent and Underground Buried Cable Rent (if applicable) shall be due concurrently with the Annual Rent payment during the Extended Term and any Renewal Term. Commencing with year 8 of the Development Period, the Access Road Rent and Underground Buried Cable Rent shall increase at the Escalation Rate.

For example, and for the avoidance of doubt, the payment terms set forth above in this Section 3 are shown in Table 2 below:

Table 2

<u>If the Premises is improved with wind turbine(s)</u>	<u>If the Premises is not improved with wind turbine(s)</u>
<u>Annual payments</u>	<u>Annual payments</u>
Underground Buried Cable Rent: None	Underground Buried Cable Rent: \$0.50/linear foot
Access Road Rent: \$1.00/linear foot	Access Road Rent: \$3.00/linear foot
<u>Installation payments</u>	<u>Installation payments</u>
Underground Buried Cable Installation Payment: None	Underground Buried Cable Installation Payment: \$2.50/linear foot
Access Road Installation Payment: None	Access Road Installation Payment: \$5.00/linear foot

4. Turbine Installation Payment. In the event Lessee elects to install one or more wind turbines on the Premises, Lessee shall make a one-time payment to Lessor in the amount equal to Three Thousand Five Hundred Dollars (\$3,500.00) per megawatt of the installed nameplate capacity of such wind turbine(s) installed by Lessee on the Premises ("Turbine Installation Fee"); provided, however, that the total Turbine Installation Fee shall not be less than Fifteen Thousand Seven Hundred Fifty Dollars and No/100 (\$15,750.00) per turbine.

5. Annual Rent.

(a) Defined terms:

NC = Nameplate Capacity of the Project (measured in Megawatts (MW))
PNC = Nameplate Capacity of the turbines installed on the Premises by Lessee (measured in Megawatts (MW))
NCF = Net Capacity Factor (power production factor for the wind farm)

P	=	Price of power sold to the utility (measured in \$/Megawatt hour) R
	=	Total revenue of the Project (estimated to be $NC \times 365 \times NCF \times P \times 24$)
PTR	=	Total Turbine Rent of the Project ($NC \times \text{Turbine Rent}$)
TR	=	Turbine Rent for the Premises
A	=	Total Project Acreage
PA	=	Total Premises Acreage
PMAR	=	Total Project Minimum Acreage Rent ($A \times \text{Minimum Acreage Rent}$)
PARA Bonus	=	$RA/A \times PA$
RA	=	Revenue Allocation
AF	=	Allocation Factor

(b) During the Extended Term and any Renewal Term(s), Lessee shall pay Lessor the following amounts as rent for the Premises (collectively, the "Annual Rent"), which Annual Rent shall not be less than One Thousand Seven Hundred Fifty Dollars and No/100 (\$1,750.00) per year unless this Lease is terminated in its entirety:

(i) **Turbine Rent.** Lessee shall allocate an amount equal to Six Thousand Five Hundred Dollars (\$6,500.00) per megawatt of installed nameplate capacity of the wind turbines installed by Lessee within the Project ("PTR"), subject to the Escalation Rate, into an "Annual Turbine Pool". From this Annual Turbine Pool, Lessee shall pay Lessor an annual payment equal to Twenty-Five Thousand Dollars (\$25,000.00) per wind turbine installed by Lessee on the Premises ("Annual Turbine Rent"), which Annual Turbine Rent shall be subject to the Escalation Rate. After paying Annual Turbine Rent to Lessor and all other participating landowners on whose land Lessee installs wind turbines in the Project, the balance of the Annual Turbine Pool shall be distributed equally on a per acre basis among all acres in the Project (prorated for any partial acres).

PLUS

(ii) **Acreage Rent.** The Annual Acreage Rent shall be equal to:

(A) Minimum Acreage Rent. Eighty Dollars and No/100 (\$80.00) per acre of the Premises (the "Minimum Acreage Rent") and subject to the Escalation Rate set forth in Section 7 of this Exhibit B.

PLUS

(B) Revenue Sharing/PARA Bonus. Lessee will pay Lessor a revenue sharing payment (the "Revenue Sharing Payment" or ("PARA Bonus) as follows:

The PARA Bonus shall be equal to Revenue Allocation or RA (as defined below) for such year divided by the total number of acres in the Project (the "Total Project Acreage" or ("A") and multiplied by the number of acres in the Premises (the "Premises Acreage" or ("PA")). For the avoidance of doubt, the PARA Bonus equation is shown below:

$$\text{PARA Bonus} = RA / A \times PA$$

"Revenue Allocation" or ("RA") shall be the product of the total revenue of the Project ("R") during such year and a percentage ("Allocation Factor" or ("AF")), which will be 4.0% during the Extended Term and 4.5% during any Renewal Terms, minus the total amount of Minimum Acreage Rent paid for all acres within the Project (the "Total Minimum Acreage Rent of the Project" or ("PMAR")) paid by Lessee at the commencement of such year. For the avoidance of doubt, the RA equation is shown below:

$$RA = (R \times AF) - PMAR$$

If the PARA Bonus is a negative value for such year, no Revenue Sharing Payment will be payable for such year. Because Revenue Sharing Payment is calculated based on actual Project revenue for such year, the Revenue Sharing Payment shall be payable in the year following the year in which the calculation is based (i.e. the Revenue Sharing Payment amount applicable for the first year of the Extended Term will be payable at the same time as the Minimum Acreage Rent payable for the second year of the Extended Term). As such, the last Revenue Sharing Payment shall be made after the termination or expiration of the Lease. Lessee shall provide a summary of the PARA Bonus calculation to Lessor within thirty days (30) upon request.

For the avoidance of doubt, in the event that the Project, including the Wind Facilities located on the Premises, is sold to a utility that includes the output from such Project in its retail rate base, a revenue amount for the sale of such output (and therefore the Annual Acreage Rent) shall be reasonably calculated.

The Annual Rent payment for any year, if less than a full year, shall be prorated based on the number of days in such year.

The first Annual Rent payment shall be due within sixty (60) days after the first day of the Construction Period. The second Annual Rent payment shall be due within sixty (60) days after the first day of the Extended Term; such second Annual rent payment shall also include a true-up of Annual Payments based on the length of the Construction Period (i.e., if the Construction Period was more than one year then the second Annual Payment will be increased to reflect the additional prorated amount, if the Construction Period was less than one year then the second payment will be decreased to reflect the prorated amount). Subsequent Annual Rent payments during the Extended Term and Renewal Term(s), if any, shall be due on February 15 of the lease year.

For example, if the commencement of the Extended Term occurs on April 1, 2030, then the second Annual Rent payment will be due on May 31, 2030, and subsequent Annual Rent payments would be due on February 15 of each year.

6. Additional Payments.

(a) In the event that Lessee elects to install a temporary laydown yard on the Premises, Lessee will make an annual payment to Lessor equal to ten thousand dollars (\$10,000.00) for up to five (5) acres and two thousand five hundred (\$2,500.00) for each additional acre. At Lessee's expense, Lessee shall restore the laydown area to conditions similar to before its use as a laydown area.

(b) In the event that Lessee elects to install a temporary meteorological tower on the Premises, Lessee will make an annual payment to Lessor of four thousand five hundred dollars (\$4,500.00) for each temporary meteorological tower installed by Lessee on the Premises. A "temporary meteorological tower" shall mean any meteorological tower that is installed on the Premises during the Development Period.

(c) In the event that Lessee elects to install a permanent meteorological tower on the Premises, Lessee will make an annual payment to Lessor of five thousand dollars (\$5,000.00) for any permanent meteorological tower installed by Lessee on the Premises ("Met Tower Fee"), which Met Tower Fee shall increase on an annual basis by the Escalation Rate each year commencing in the year after the initial Met Tower Fee is paid. A "permanent meteorological tower" shall mean any meteorological tower that is installed on the Premises during the Construction Period, Extended Term or Renewal Terms, if any.

(d) In the event that Lessee elects to install a mobile testing unit (such as SODAR) on the Premises, Lessee will make an annual payment to Lessor of \$1,000.00 for each mobile testing unit located on the Premises. This annual payment shall be subject to the Escalation Rate.

(e) If Lessee elects to install aircraft detection lighting systems ("ADLS") on the Premises, Lessee shall pay Lessor an annual payment in the amount of Five Thousand Dollars (\$5,000.00) for each ADLS unit installed on the Premises by Lessee (the "ADLS Fee"), for so long as such ADLS unit is installed on the Premises. This annual payment shall be subject to the Escalation Rate.

7. Development Rental Payments Escalator: Annual Rent Escalator. Commencing upon the start of year 8 of the Development Period, and on each January 1 of subsequent years during the Development Period, the Construction Period, the Extended Term, and any Renewal Term, the Annual Rent, as applicable, shall increase on an annual basis by the greater of the following (collectively, the "Escalation Rate"): (a) two percent (2%) of the Annual Rent for the immediately preceding year or (b) the CPI Adjustment, as defined below; provided, however, that Lessor and Lessee hereby acknowledge and agree that in no event shall the Annual Rent increase by more than five percent (5%) in any given year. In the event the CPI Adjustment exceeds five percent (5%) in any given year, any percentage amount exceeding five percent (5%) (the "excess percentage") shall be rolled over to the next Annual Rent payment and the excess percentage rolled shall be added to the CPI Adjustment for that succeeding year. Should the resulting Escalation Rate for the succeeding year exceed five percent (5%), any excess percentage shall be rolled to the next succeeding year and subsequent years until all excess percentages are utilized in the Annual Rent calculations. The Escalation Rate shall be in effect beginning with year eight (8) of the Development Period, as shown in Table 1 above, and to all Annual Rent payments for the Construction Period, Extended Term and any Renewal Terms.

The "CPI Adjustment" shall be an amount equal to the percentage increase, during the twelve (12) month period ending on the date that is four (4) months prior to the applicable Annual Rent Adjustment Date, in the "Consumer Price Index Seasonally Adjusted U.S. City Average for all Items for all Urban Consumers" published in the "Monthly Labor Review" of the Bureau of Labor Statistics of the United Department of Labor (the "CPI-U"). If the CPI-U is modified or discontinued, Lessee may designate such other government index or computation by which it is replaced in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

Drafted by and return to:
Sprouting Skies Wind Farm, LLC Attn:
Director of Real Estate c/o Geronimo Power,
LLC
8400 Normandale Lake Blvd
Suite 1200
Bloomington, MN 55437
952-988-9000

MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT ("Memorandum of Lease") is entered into this ____ day of _____, 20____, by and between John T. Merkle as Successor Trustee of the Eugene W. Merkle Trust, dated July 24, 1981 and amended from time to time (collectively, "Lessor"), whose address is: 533 N Lombard Avenue, Lombard, IL 60148 and Sprouting Skies Wind Farm, LLC, a Delaware limited liability company ("Lessee"), whose address is 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437.

RECITALS:

- A. Lessor and Lessee have entered into a certain Land Lease and Wind Easement (the "Lease ") dated _____, 20____ (the "Effective Date"), whereby Lessor has agreed to lease to Lessee certain real property, together access easement rights and a wind easement across said premises in the County of Iroquois, State of Illinois, and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").
- B. The parties wish to give notice of the existence of such Lease.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease to lease and demise the Premises for wind energy purposes and to grant access and wind easements. Pursuant to the Lease, Lessee has the exclusive right to use the Premises for wind energy purposes, together with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease. Wind energy purposes means

converting wind energy into electrical energy and collecting the electrical energy so converted, together with any and all activities related thereto.

2. The initial term of the Lease (the "Development Period") commences on the Effective Date and expires on the tenth (10th) anniversary of the Effective Date. The Lease shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of wind facilities on the Premises commences ("Construction Date"); or (ii) date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease for the Construction Period ("Construction Period Notice Date"). The Construction Period of the Lease ("Construction Period") is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. The Lease shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation ("Commercial Operation Date"); or (ii) date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease for the Extended Term ("Extended Term Notice Date"). The Extended Term of the Lease ("Extended Term") is twenty (20) years from the earlier of either of the Commercial Operation Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease. In addition, Lessee has a right to extend the Extended Term for three (3) additional periods of ten (10) years (each, a "Renewal Term") upon written notice to Lessor.

3. Lessor shall have no ownership and other interest in any wind facilities installed on the Premises by Lessee and Lessee may remove any or all wind facilities at any time.

4. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for wind energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties, or to any affiliate of Lessee, the Lease, or any right or interest in the Lease, or any or all right or interest of Lessee in the Premises or in any or all of the wind facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

5. To the extent allowed by (and subject to) applicable law, Lessor has waived some setback requirements, including some setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit issued to Lessee, with respect to the locations of any wind facilities to be installed or constructed by Lessee on the Premises or on adjacent properties that are a part of the Project.

6. The Lease and the easement and rights granted Lessee therein shall burden the Premises and shall run with the land. The Lease shall inure to the benefit of and be binding upon Lessor and Lessee and, to the extent provided in any assignment or other transfer under the Lease, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease.

8. The terms and conditions of the Lease are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease and this Memorandum of Lease, the Lease shall control.

9. Lessee shall provide reasonable cooperation at the request of Lessor in defining the terms and provision of the Lease as may be necessary from time to time.

10. If one or more individuals execute this Memorandum of Lease as Lessor, each individual relinquishes, releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

[Signature pages follow.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Lease to be duly executed as of the day and year first above written.

LESSOR:

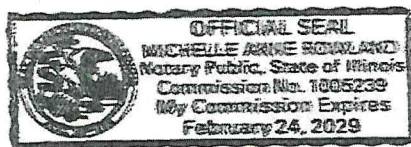
Eugene W. Merkle Trust a/k/a Eugene W. Merkle Trust
dated July 24, 1981

By: *John Merkle*
John Merkle, Successor Trustee of the Eugene W.
Merkle Trust a/k/a Eugene W. Merkle Trust dated July
24, 1981

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

This instrument was acknowledged before me on August 14, 2025
by John Merkle Successor Trustee of the Eugene W. Merkle Trust a/k/a Eugene W. Merkle Trust dated
July 24, 1981.

Michelle Anne Rowland
Notary Public



LESSEE:

Sprouting Skies Wind Farm, LLC

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of Sprouting Skies Wind Farm, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

EXHIBIT A TO MEMORANDUM OF LAND LEASE AND WIND EASEMENT

Legal Description of Premises:

Tax Parcel No(s): 15-13-400-001

The West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Thirteen (13), in Township Twenty-seven (27) North, Range Ten (10) East of the Third Principal Meridian, in Iroquois County, Illinois,

The Premises contains approximately 80.00 acres.