

25R0488

STATE OF ILLINOIS

IROQUOIS COUNTY, FILED FOR

RECORDED ON:

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RHSP FEE: 18.00

BREEIN B. SUVER

COUNTY CLERK & RECORDER

STATE TRANSFER:

COUNTY TRANSFER:

Prepared by Emily Carroll, Esq., Recording Requested By, and When Recorded Return to: Apex Clean Energy, Inc.; 120 Garrett Street, Suite 700; Charlottesville, VA 22902; Attn. Land Department

MEMORANDUM OF WIND ENERGY LEASE

THIS MEMORANDUM OF WIND ENERGY LEASE ("Memorandum") is made and entered into as of the 3rd day of June, 2024, by and between John Merkle, Trustee of the Patricia Merkle Trust dated July 24, 1981 ("Landlord"), with a tax mailing address of 533 N Lombard Avenue, Lombard, Illinois 60148, and Milkweed Energy, LLC, a Delaware limited liability company ("Tenant"), with a tax mailing address of c/o Apex Clean Energy, Inc., 120 Garrett Street, Suite 700, Charlottesville, Virginia 22902.

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for Wind Energy Purposes (defined below), that certain real property (the "Property") located in Iroquois County, Illinois, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Property, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Property for Wind Energy Purposes. "Wind Energy Purposes" includes the following: wind resource evaluation (including use of SODAR or LIDAR technology) and determination of the feasibility of wind energy conversion on the Property or on adjacent lands, including studies of wind speed, wind direction and other meteorological data; wind energy development; conversion of wind energy into electrical energy; collection and transmission of electrical energy converted from wind energy; and any and all other activities related to the foregoing. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Property for Wind Energy Purposes. No third party may install Wind Facilities (defined below), including collection or transmission facilities of any kind through, across, under or over the Property without Tenant's prior written consent.

2. No Interference. The Lease requires Landlord, during the Term of the Lease, not to cause nor permit any restriction or interference with: (a) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Wind Facilities; (b) the flow of wind, wind speed or wind direction over the Property; (c) access over the Property to Wind Facilities; or (d) any other activities of Tenant permitted under the Lease. As used herein, "Wind

Facilities" means any and all improvements, machinery or equipment that Tenant deems necessary or desirable in connection with Wind Energy Purposes, including, without limitation, the following: (a) one or more wind turbine energy generators, associated towers, related fixtures, equipment and improvements, including the appurtenant footings, support structures and towers ("**Wind Turbines**"); (b) aboveground and underground electrical and communications lines, collection and transmission equipment; (c) power conditioning equipment, substations, switchyards, interconnection facilities, switching facilities, operations and maintenance buildings, transformers, SCADA and telecommunications equipment; (d) roads, gates, signs, fences, Met Towers, wind energy measurement equipment, ADLS Towers, maintenance yards and other related facilities, machinery, equipment and improvements; and (e) temporary improvements of any kind, including but not limited to temporary security, office, and guest facilities, staging areas, power generation facilities used for wind turbine installations, laydown areas, temporary roads and crane paths, crane pads, and related facilities.

3. **Term.** The term of the Lease shall expire five (5) years after the Effective Date, provided, however, Tenant may extend the initial term of the Lease for an additional two (2) year period, which may be further extended as set forth in the Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

4. **Setback Waiver.** To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property, from any structures on the Property (occupied or otherwise) or from any other point of measurement for Wind Facilities (including Wind Turbines) constructed on the Property or otherwise within the Project, Landlord hereby waives any and all such setback requirements (the "**Setback Waiver**"). The Setback Waiver is for the benefit of Tenant, the owner(s) of adjacent properties within the Project, and their respective successors and assigns, and shall run with the land. If requested by Tenant, Landlord shall execute and deliver to Tenant one or more separate setback waivers evidencing the intent of this Setback Waiver, in a form provided by Tenant, which Tenant may then record at its expense.

5. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

6. **Successors and Assigns.** The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Property or the Wind Facilities to any person or entity without the consent of Landlord.

7. **Ownership of Wind Facilities.** Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Property at any time. Landlord shall

have no ownership, lien, security or other interest in any Wind Facilities installed on the Property and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity.

8. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Property, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

9. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Property for eighteen (18) months following termination to restore the Property and for other activities as set forth in the Lease.

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IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

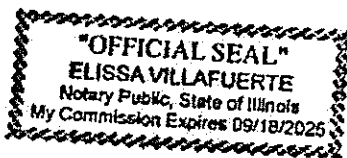
LANDLORD:

By: John T. Merkle - Trustee
Name: John Merkle, Trustee of the Patricia Merkle
Trust dated July 24, 1981

STATE OF Illinois

COUNTY OF DePue

The foregoing instrument was acknowledged before me this 3 day of June, 2024, by John Merkle, Trustee of the Patricia Merkle Trust dated July 24, 1981, on behalf of the trust.



(SEAL)

Elissa Villafuerte
Notary Public
Elissa Villafuerte
Typed or Printed
9-18-2025
Commission Expiration Date

TENANT:

**Milkweed Energy, LLC,
a Delaware limited liability company**

By: Apex Clean Energy Finance, LLC,
a Delaware limited liability company,
its Sole Member

By: Apex GBR, LLC,
a Delaware limited liability company,
its Sole Member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its Manager

By: *Jeanine G. Wolanski*
Name: Jeanine G. Wolanski
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20th day of JUNE, 2024, by Jeanine G. Wolanski, the Senior Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Manager of Apex GBR, LLC, a Delaware limited liability company, Sole Member of Apex Clean Energy Finance, LLC, a Delaware limited liability company, Sole Member of Milkweed Energy, LLC, a Delaware limited liability company, on behalf of the company.



Peter Bailey MacDonald
Notary Public
Commission Expires: 10/31/2026
Commission No.: 7994582

(SEAL)

This instrument prepared by: Michael B. Workman, Esq.
Apex Clean Energy, Inc.
120 Garrett Street, Suite 700
Charlottesville, Virginia 22902

EXHIBIT A

LEGAL DESCRIPTION

All that real property located in Iroquois County, Illinois, more fully described as follows:

Tract 1:

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-three (23), Township 26 North, Range 14 West of the 2nd Principal Meridian, in Iroquois County, Illinois;

23.26.14W
NW NW