

WIND ENERGY LEASE

This Wind Energy Lease (this "**Lease**") is entered into as of the 3rd day of June, 2024 (the "**Effective Date**") by and between John Merkle, Trustee of the Eugene Merkle Trust dated July 24, 1981; and John Merkle, Trustee of the Patricia Merkle Trust dated July 24, 1981 (collectively, "**Landlord**") and Milkweed Energy, LLC, a Delaware limited liability company ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the owner of the real property legally described in Exhibit A attached hereto and incorporated by reference herein (the "**Property**"); and

WHEREAS, Tenant desires to obtain a land lease and wind easement from Landlord, on, along, over and under the Property for the purposes of wind energy conversion for the generation, distribution and transmission of electric power and related purposes as described herein;

NOW, THEREFORE, in consideration of the understandings and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, mutually agree to the following terms and conditions:

1. BASIC LEASE TERMS.

1.1 <u>Property.</u>	The real property owned by Landlord and located in Iroquois County (" County "), State of Illinois, as more particularly described in <u>Exhibit A</u> hereto, including all rights, privileges, easements and appurtenances pertaining thereto. The Property consists of 40 acres. This acreage is an estimate agreed to by Landlord and Tenant, and shall be conclusive for purposes of this Lease, regardless of whether the actual acreage of the Property may be different.
1.2 <u>Project.</u>	The larger, integrated wind energy project that may be constructed by Tenant on the Property and on other adjacent or nearby real property. The final boundaries of the Project shall be determined by Tenant in its reasonable discretion.
1.3 <u>Phase.</u>	A portion of the Project that is distinguishable from the remainder of the Project because it is constructed and put into operation at approximately the same time. The Project may have one or more phases, each a " Phase ." Phases shall be determined by Tenant in its reasonable discretion.

1.4 <u>Development Period.</u>	The period commencing on the Effective Date of this Lease and expiring five (5) years after the Effective Date, provided that the Development Period may be automatically extended by an additional two (2) year period upon Tenant's payment to Landlord of the Development Rent as set forth in Section 1.8 and Section 5.2 of this Lease. Such Development Period may be further extended or terminated as more fully described in Section 3.1.
1.5 <u>Operations Period.</u>	The period commencing on the first day after the end of the Development Period and expiring thirty (30) years thereafter, as more fully set forth in <u>Section 3.2</u>, and which may be extended pursuant to <u>Section 3.3</u>.
1.6 <u>Commencement of Construction.</u>	The date that Tenant pours the foundation for the first Wind Turbine (as defined in <u>Section 4.1.2</u>) installed in the Phase that includes the Property.
1.7 <u>Commercial Operations Date.</u>	With respect to any Phase, the date that Commercial Operations (or a similar concept) is declared under the interconnection agreement(s) for the Project. Tenant shall notify Landlord in writing of the Commercial Operations Date for any Phase that includes the Property no later than sixty (60) days after it occurs.
1.8 <u>Development Rent.</u>	For years 1-5 of the Development Period, an annual payment equal to \$20.00 per acre of the Property; provided, that the minimum amount shall be \$1,000.00 per year. For years 6 and 7 of the Development Period, an annual payment equal to \$22.00 per acre of the Property; provided, that the minimum amount shall be \$1,000.00 per year. As more fully described in <u>Section 5.2</u>. If Commencement of Construction occurs during the Development Period and construction of the Project is continuing after the last day of the seventh year of the Development Period, then Development Rent of \$22.00 per acre of the Property per year shall be due with respect to the period of time commencing on the first day of the eighth year of the Development Period and ending on the Commercial Operations Date. Any such additional Development Rent shall be prorated for partial years and payable within 30 days after the Commercial Operations Date.

1.9	<u>Annual Turbine Host Payment.</u>	If one or more Wind Turbines are installed on the Property, an annual payment equal to the greater of (i) \$6,500.00 per megawatt of rated nameplate capacity of the Wind Turbines installed on the Property, or (ii) \$32,500.00 per Wind Turbine installed on the Property, as more fully described in <u>Section 5.6</u> , subject to adjustment pursuant to <u>Section 5.11</u> .
1.10	<u>Operations Payment.</u>	An annual payment equal to \$60.00 per acre of the Property, as more fully described in <u>Section 5.6</u> , subject to adjustment pursuant to <u>Section 5.11</u> .
1.11	<u>Meteorological Equipment Fee.</u>	During the Term, an annual payment of \$4,000.00 for each meteorological tower (" Met Tower ") installed on the Property and an annual payment of \$1,000.00 for each SODAR and/or LIDAR unit (each a " Ranging Unit ") installed on the Property. The Ranging Unit fee shall be payable in equal semi-annual installments. The Met Tower payments and Ranging Unit payments are more fully described in <u>Section 5.3</u> .
1.12	<u>Installation Payments.</u>	As of the Commercial Operations Date, (i) a one-time payment of \$5.00 per linear foot for each permanent road constructed on the Property, (ii) a one-time payment of \$2.00 per linear foot for each above-ground transmission line installed on the Property, provided that Tenant may install multiple transmission lines on the same line of poles without any additional consideration, and (iii) a one-time payment of \$5.00 per linear foot for buried cable installed on the Property; in addition, if as of the Commercial Operations Date, one or more Wind Turbines are installed on the Property, a one-time payment of \$2,000.00 per Wind Turbine installed on the Property; in each case as more fully described in <u>Section 5.4</u> .
1.13	<u>Annual Road Host Payment.</u>	An annual payment of \$1.00 per linear foot for each permanent road constructed on the Property as more fully described in <u>Section 5.6</u> .
1.14	<u>Inflation Adjustment Factor</u>	Increase or decrease in the Consumer Price Index (" CPI ") for "All Urban Consumers, U.S. City Average, All Items" issued by the Bureau of Labor Statistics of the United States Department of Labor, more fully described in <u>Section 5.11</u> .

1.15 <u>ADLS Tower Fee.</u>	During the Term, an annual payment of \$5,000.00 for each aircraft detection lighting system tower (" ADLS Tower ") installed on the Property, as more fully described in <u>Section 5.3</u> .
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2. LEASING CLAUSE.

Landlord leases the Property to Tenant, and Tenant leases the Property from Landlord, on the terms and conditions of this Lease.

3. TERM.

3.1 Development Period. The initial term of this Lease shall be for the Development Period specified in Section 1.4. If Commencement of Construction occurs during the Development Period and construction of the Project is continuing after the last day of the seventh year of the Development Period, then the Development Period shall extend for an additional period of time commencing on the first day of the eighth year of the Development Period and ending as set forth in Section 3.2, provided that Tenant is diligently pursuing completion of construction during this additional period of time. Such period may be sooner terminated as provided in this Lease.

3.2 Operations Period. If, at any time during the Development Period, either: (a) the Commercial Operations Date for a Phase that includes the Property occurs; or (b) Tenant first pays Landlord the Operations Payment specified in Section 1.10 (prorated for the remainder of the calendar year in which the payment is made); then the Development Period of this Lease shall end and the term of this Lease automatically shall be extended for the Operations Period specified in Section 1.5.

3.3 Extension Rights. If the term of this Lease has been extended for the Operations Period, Tenant shall have the right to extend the Operations Period for two (2) additional ten (10) year period(s) by providing written notice thereof to Landlord no later than thirty (30) days before the then-existing expiration date of the Operations Period. As used hereafter, "**Term**" refers collectively to the Development Period and any Operations Period, including any and all extensions thereof.

4. USE OF PROPERTY

4.1 Tenant's Use. Throughout the Term, Tenant shall have the sole and exclusive rights to use the Property for Wind Energy Purposes and to convert all of the wind resources of the Property including, without limitation, all rents, royalties, credits and profits derived from wind energy and the wind resources upon, over and across the Property. "**Wind Energy Purposes**" means: 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. Tenant's rights hereunder specifically include, but are not limited to, the right to:

4.1.1 Extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Tenant deems necessary, useful or appropriate in its sole discretion.

4.1.2 Construct, install, lay down, erect, improve, place, replace, remove, relocate and operate any and all improvements, machinery or equipment that Tenant deems necessary or desirable in connection with the uses described above, including, without limitation, the following (collectively, the "**Wind Facilities**"): (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 staging areas, power generation facilities used for wind turbine installations, temporary roads and crane paths, crane pads, and related facilities (collectively, "**Temporary Improvements**"). An improvement shall be deemed "temporary" if it will be located on the Property for less than two years and "permanent" if it will be located on the Property for two years or longer.

4.1.3 Capture, use and convert the unobstructed wind resources over and across the Property.

4.1.4 Generate audio, visual and electrical effects, as well as shadow flicker, radio interference, and/or other effects, on the Property attributable to the operation of Wind Facilities or any other activities of Tenant.

4.1.5 Undertake any other activities whether undertaken by Tenant or third parties authorized by Tenant that Tenant determines are necessary, useful or appropriate to accomplish the development and operation of the Wind Facilities, provided that such activities are conducted in a manner consistent with customary industry practices.

4.2 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. Landlord shall not have any ownership or other interest in any and all credits, tax credits, benefits, emissions reductions, offsets and allowances of any kind, howsoever entitled, attributable to the Wind Facilities, nor to the electric energy, capacity or other products produced therefrom. The manner of operation of the Wind Facilities is within the sole discretion of Tenant.

4.3 Right of Access. Tenant shall have the right of access over and across all portions of the Property as reasonably necessary to use the Property as permitted by this Lease and to develop and operate the Project, including installing Wind Facilities to and through the Property in order to connect to other properties with Wind Facilities.

4.4 No Warranty of Energy Production. Tenant has not made and does not make any representations or warranties regarding the likelihood that Tenant will install Wind Facilities on the Property.

4.5 Quiet Enjoyment. As long as Tenant observes the terms and conditions of this Lease, it shall peaceably hold and enjoy the rights of Tenant hereunder and any and all other rights granted by this Lease for its entire term without hindrance or interruption by Landlord or any other person or persons.

4.6 Mineral Development. Landlord reserves the right to develop the minerals, if any, owned by Landlord or third parties on the Property so long as such development (including any drilling or mining) does not interfere with Tenant's use of the Property and does not materially diminish the amount of land surface of the Property available for the Tenant activities.

4.7 Agricultural Activities. In the construction and operation of its Wind Facilities, Tenant will make reasonable efforts not to interfere with Landlord's agricultural activities on the Property. To that end, Tenant will designate a single point of contact for communications with Landlord at all times.

4.8 Review of Site Plan. At least thirty (30) days prior to the Commencement of Construction, Tenant shall provide Landlord with a site development plan for the Property including all proposed sites and locations for permanent roads, turbines, electricity transmission lines, substations, switchyard and operations and maintenance buildings. Within ten (10) days after Landlord has been provided with the site development plan, Landlord will notify Tenant of any potential problems foreseen with the proposed locations of the Wind Facilities and offer good faith suggestions, comments and possible remedies to address the areas of concern to aid Tenant in its final site development planning. Tenant will consider Landlord's suggestions and comments, and wherever reasonable, revise the site development plan to accommodate or mitigate the impact to the Property to address reasonable Landlord concerns regarding the location of the Wind Facilities. Tenant shall make good faith efforts to locate Wind Facilities in areas consistent with Landlord's reasonable requests, while making efforts to keep close proximity to pre-existing access roads and property lines, and while limiting surface obstructions (including overhead energy transmission lines). Tenant shall make all final siting decisions in its sole and absolute discretion.

5. RENT AND OTHER PAYMENTS.

5.1. Payment of Rent Generally. Tenant shall not be required to make any rent payment to Landlord under this Lease until such time as Landlord has returned to Tenant a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record or equitable title to the Property, and documentation (if applicable) evidencing signing authority.

5.2. Payments During the Development Period. During the Development Period, Tenant shall pay the Development Rent specified in Section 1.8. The first annual Development Rent payment shall be due within sixty (60) days after the Effective Date and subsequent annual Development Rent payments shall be due within thirty (30) days after each applicable anniversary of the Effective Date during the Development Period. If the Development Period ends on any day other than an anniversary of the Effective Date, Development Rent already paid for periods of time after termination of the Development Period shall be applied to payments due during the Operations Period.

5.3. Meteorological Equipment Fee and ADLS Tower Fee. If Tenant installs a Met Tower on the Property for the sole purpose of collecting meteorological data, Tenant shall pay Landlord the annual Meteorological Equipment Fee in Section 1.11 while the Met Tower is installed. This fee will be paid annually, with the first payment due within forty-five (45) days of the installation of the Met Tower and to the extent due and payable, within thirty (30) days after each anniversary of the date the Met Tower is installed. For each Ranging Unit Tenant installs on the Property, Tenant shall pay Landlord the semi-annual installment of the Ranging Unit fee in Section 1.11 for each six-month period that the Ranging Unit is installed on the Property. The Ranging Unit fee shall be calculated annually and paid in equal, semi-annual installments, with the first payment due within forty-five (45) days of the installation of the Ranging Unit, and each subsequent Ranging Unit payment shall be paid at the start of each successive six-month period thereafter. Ranging Unit payments will continue throughout the Term until the removal of the Ranging Unit from the Property. If Tenant installs an ADLS Tower on the Property, Tenant shall pay Landlord the annual ADLS Tower Fee in Section 1.15 for so long as the ADLS Tower is installed. This fee will be paid annually, with the first payment due within forty-five (45) days of the installation of the ADLS Tower, and, to the extent due and payable, within thirty (30) days after each anniversary of the ADLS Tower installation date.

5.4. Installation Payments. Tenant shall pay Landlord the applicable one-time Installation Payments specified in Section 1.12, if due, within thirty (30) days after the Commercial Operations Date.

5.5. Substation, Switchyard, and O&M Facility Fee. Intentionally deleted.

5.6. Operations Payment; Annual Turbine Host Payment; Annual Road Host Payment. Tenant shall pay Landlord the Operations Payment specified in Section 1.10, the Annual Turbine Host Payment, if any, specified in Section 1.9, and the Annual Road Host Payment, if any, specified in Section 1.13. To the extent due and payable, such payments shall be made within thirty (30) days after the Commercial Operations Date, and subsequent payments shall be made within thirty (30) days after each anniversary of the Commercial Operations Date. Upon the first anniversary and subsequent anniversaries of the Commercial Operations Date. The Operations Payment and the Annual Turbine Host Payment shall be subject to adjustment pursuant to Section 5.11.

5.7. Taxes and Assessments. Tenant shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Wind Facilities on the Property. Tenant shall not be liable for taxes attributable to facilities installed by Landlord or

others on the Property or to the underlying value of the Property itself. Landlord and Tenant shall cooperate in an effort to have Tenant separately billed for its share of taxes; however, if such arrangement cannot be made, then Landlord shall submit the real property tax bill to Tenant within thirty (30) days after Landlord receives the bill, and Tenant shall pay its share of the taxes to Landlord no later than ten (10) days prior to the date the taxes are due. If Landlord does not timely pay its share of taxes on the Property, Tenant shall be entitled (but not obligated) to make payments in fulfillment of Landlord's tax obligations and may offset those payments against future payments due Landlord under this Lease. If Landlord makes a claim under this Section 5.7, then Landlord shall provide to Tenant copies of all relevant property tax bills, notices, assessments and related documents in a timely manner.

5.8. Tenant's Right to Contest Taxes. Tenant shall have the right to contest the legal validity or amount of any taxes in connection with the Property and may institute such proceedings as it considers necessary, at its own cost. If the contest poses a reasonable risk of loss, forfeiture, or imposition of a penalty on Landlord, then Tenant shall, at Tenant's option, post sufficient financial assurance or provide Landlord with a reasonably satisfactory indemnity against such risks. Landlord shall render to Tenant all reasonable assistance, at no cost or expense to Landlord, in pursuing any tax contest, including joining in the signing of any protest or pleadings which Tenant reasonably deems advisable; provided, however, that Tenant shall reimburse Landlord for its reasonable attorney fees and other expenses actually incurred in connection with providing such assistance.

5.9. Land Conservation Programs. Landlord has disclosed to Tenant all portions of the Property, if any, that are currently enrolled in the USDA Conservation Reserve Program or any substantially similar local, state or federal program for the preservation of agricultural land (any such program, "CRP") as of the Effective Date. Landlord shall cooperate (at no out-of-pocket cost to Landlord) in any effort by Tenant to remove all or a portion of any such land from the CRP as needed for construction, operation and maintenance of the Project. Upon removal from CRP of any portion of the Property that is enrolled in CRP as of the Effective Date, Tenant shall reimburse Landlord for any penalties or reinstated taxes resulting from such removal, but shall not be obligated to reimburse Landlord for any future CRP payments that would otherwise have been made to Landlord after the date of removal. After the Effective Date, Landlord shall not enroll any portion of the Property in CRP without Tenant's consent, not to be unreasonably withheld.

5.10. Utilities. Tenant shall pay for all water, electric, telecommunications and any other utility services used by the Wind Facilities or Tenant on the Property.

5.11. Inflation Adjustments. During the Operations Period, all annual payments set forth in Section 1.9 (Annual Turbine Host Payment) and Section 1.10 (Operations Payment) shall be adjusted upward annually by the greater of: (i) the Inflation Adjustment Factor set forth in Section 1.14, or (ii) 2.25%. The base for computing the Inflation Adjustment Factor (the "**Beginning Index**") shall be the CPI for the third calendar quarter of the calendar year immediately preceding the calendar year in which the Commercial Operations Date occurs. The adjustment shall be determined by multiplying the subject fee by a fraction, the numerator of which is the CPI published for the third calendar quarter of the calendar year immediately prior to the calendar year of each adjustment and the denominator of which is the Beginning Index. If the CPI

is discontinued or revised, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

6. IMPROVEMENTS TO THE PROPERTY.

6.1. Mechanic's Liens. Tenant shall pay when due all claims for labor and material furnished to the Property, and shall not permit any mechanic's, materialmen's, contractor's, or other claims of liens (collectively "**Liens**") arising from any construction, maintenance, repair, or alteration of improvements by Tenant to be enforced against the Property or any part thereof. Tenant may, however, in good faith and at Tenant's own expense, contest the validity of any asserted Lien, provided that Tenant has, at Tenant's option, bonded against the Lien pursuant to applicable law or provided Landlord with an indemnity against enforcement of the Lien in a form reasonably satisfactory to Landlord. Tenant shall give Landlord at least twenty (20) days' prior written notice of the commencement of any work on the Property that could be the subject of a Lien, and Landlord shall have the right to record and post notices of non-responsibility for the work.

6.2. Landlord's Right to Discharge Lien. If Tenant fails to comply with Section 6.1 and a Lien is enforced against the Property as a result, Landlord shall have the right, but not the obligation, upon ten (10) business days' notice to Tenant, to pay or otherwise discharge, stay, or prevent the execution of any such Lien. Tenant shall reimburse Landlord for all sums paid by Landlord under this Section 6.2, together with interest thereon at the Prime Rate as most recently published by the Wall Street Journal at the time of the default (the "**Default Rate**") and all of Landlord's reasonable attorney fees and costs incurred in connection with the Lien.

6.3. Maintenance of Property. On completion of construction, Tenant shall restore all portions of the Property temporarily disturbed by Tenant to a condition substantially similar to the condition that existed prior to construction, to the extent such restoration is commercially reasonable; provided however that if crops are displaced, Tenant shall not be responsible for replacing crops but shall instead pay crop damage pursuant to Section 6.7, if applicable. Tenant shall reseed any areas that were vegetated prior to disturbance to commercially reasonable standards, in consultation with Landlord. Throughout the Term, Tenant shall, at Tenant's sole cost and expense, maintain the Wind Facilities in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable Laws.

6.4. Transmission and Collection Lines. All underground transmission and collection lines on the Property shall be installed in accordance with the terms set forth in Exhibit B attached hereto and all overhead transmission lines shall satisfy the minimum height requirements of any applicable electrical or building code.

6.5. Erosion and Weed Control. Tenant shall, at its sole cost and expense, take commercially reasonable steps to mitigate erosion and control noxious weeds within ten (10) feet of the Wind Facilities, and on any other portions of the Property where the surface of the land has been disturbed by Tenant. If Tenant fails to control noxious weeds as required by this Section 6.5, then Landlord may upon ten (10) days prior written notice to Tenant assume responsibility for the implementation of all weed control measures, and Tenant shall reimburse Landlord for all

reasonable weed control measures at the normal and reasonable rates in the County where the Property is located.

6.6. Roads. Tenant shall post any roads it constructs on the Property as private roads only for use by authorized personnel in connection with the Wind Facilities. Landlord may use or cross (or permit the use or crossing of) such roads only to the extent such use or crossing does not interfere with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights hereby granted. Landlord shall reimburse Tenant for the cost to repair any damage to Tenant's roads caused by Landlord or those using the roads with Landlord's permission.

6.7. Crop/Livestock Damage. Tenant shall reimburse Landlord (or, if requested by Landlord, Landlord's agricultural tenants) one time per occurrence for all damage to cropland, crops and livestock caused by Tenant's construction, operation and/or maintenance of Wind Facilities on the Property as follows:

6.7.1. Each time Tenant exercises its rights hereunder it shall compensate Landlord for all existing crops lost or destroyed by reason of its use (including by reason of requiring that crops not be planted during Tenant's construction of Wind Facilities on the Property) as calculated below, but in no case shall Tenant be required to pay more than a single, total crop loss in any one crop year on any given property. In addition, if Tenant causes compaction of any part of the Property, which is located more than ten feet (10') from the edge of the areas occupied by the Wind Facilities, and such compaction is reasonably expected to materially impair crop yield in future years, Tenant shall compensate Landlord for the total crop loss in the compacted area as calculated below; in consideration of this payment, no additional damages shall be paid in future years for that episode of compaction. Damages for loss or destruction of existing crops or for severe compaction will be calculated using the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged = Damages. Unit Price will be the most recent price per unit for the crop published by the USDA National Agricultural Statistics Service. Yield will be the average of the most recent three (3) years' yields for the subject crop, according to Landlord's records for the smallest parcel of land that includes the damaged area. Landlord will receive Damages for compaction, if any, in a lump sum payment equal to the Damages for the year in which compaction occurs ("**Initial Damages**"), plus 60% of the Initial Damages (representing the estimated Damages for the second year after compaction), plus an additional 30% of the Initial Damages (representing the estimated Damages for the third year after compaction). If Landlord does not have yield records available, the parties will use U.S. Department of Agriculture Farm Service Agency records or other commonly-used yield information available for the area. The parties shall try in good faith to agree to the existence of compaction, the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by a mutually agreeable impartial party such as a crop insurance adjuster or extension agent. Payment shall be made within sixty (60) days after determining extent of damage, but Tenant shall not be required to make more than one payment per calendar year as set forth herein. Within thirty (30) days of identification of compaction on the Property caused by Tenant's activities, Landlord may either (i) request that any soil surface that was cultivated or fallow prior to construction and that is materially compacted by Tenant's activities, and not within ten feet (10') of the Wind Facilities, be ripped in three passes at least eighteen inches (18") deep, or (ii) request a one-time payment equal to Landlord's reasonable actual out-of-pocket costs to so alleviate such compaction on its own. If

Tenant undertakes the decompaction or makes the payment described in the foregoing sentence, then Tenant shall have no further liability or responsibility to cure the compaction caused by Tenant's activities in the impacted area(s).

6.7.2. For livestock, an amount equal to the average market price in the County for each head of livestock lost in the year in which the loss occurred.

6.7.3. The remedies provided in this Section 6.7 shall be the exclusive remedy for damages to cropland, crops or livestock caused by construction, operation and maintenance of Wind Facilities on the Property. Landlord and Tenant acknowledge that this liquidated remedy is appropriate because of the difficulty and expense of fixing actual, direct damages for such losses. Except as expressly set forth in this Section 6.7, Tenant shall not be responsible to compensate Landlord or its agricultural tenants for soil compaction, its inability to grow crops, raise livestock or otherwise use the Property as a result of the construction, maintenance or operation of the Wind Facilities on the Property.

6.7.4. If Landlord and Tenant cannot agree in good faith in calculating the payments required under this Section 6.7, the dispute shall be resolved by an arbitrator mutually acceptable to the parties. If the parties cannot agree on an arbitrator, then each party shall select an arbitrator, and the two arbitrators together shall select a third arbitrator to resolve the matter. The determination of the arbitrator shall be final and binding upon the parties. Landlord shall pay fifty percent (50%) and Tenant shall pay fifty percent (50%) of all costs of arbitration.

6.8. Gates and Fences. Tenant shall keep all gates on the Property closed except when open to permit the passage of vehicular traffic, and shall not permit livestock to stray or escape through the gates at any time. Tenant and Landlord may maintain separate locks on all gates such that either lock is capable of unlocking a given gate. When relocating an existing fence, Tenant shall pay for the cost of relocation, and also shall obtain Landlord's prior consent on the new location of the fence, not to be unreasonably withheld. When installing a gate within an existing fence, Tenant shall make fence cuts, braces, and repairs that will be permanent and remain functional for the remaining expected life of the fences of which they are part. Tenant shall have the right to install cattle guards in lieu of gates with the consent of Landlord, not to be unreasonably withheld. Within ten (10) days after written notice from Landlord of any problem with a gate, cattle guard or fence installed or maintained by Tenant, Tenant shall make adequate repairs, weather permitting; provided, however, that in the event Landlord reasonably deems it necessary to make repairs without notice to Tenant because of the imminent escape or loss of livestock, then Landlord may do so and shall be reimbursed by Tenant for the reasonable and actual out-of-pocket costs incurred by Landlord.

6.9. Drainage Tiles. Upon the request of Tenant, Landlord shall provide Tenant with copies of maps and other available information documenting the location of drainage tiles on the Property. Landlord agrees Tenant may reroute, at Tenant's sole expense, any drainage tiles on the Property which may conflict with the construction, operation or maintenance of Wind Facilities. If during construction or maintenance of the Wind Facilities, Tenant damages Landlord's drainage system(s), including, but not limited to, drain tile and other aboveground or underground facilities used to manage drainage and irrigation of the Property existing on the Property during the Term of this Lease (the "**Drainage System**"), then Tenant shall make or cause to be made such repairs

to the Drainage System as are necessary to return the Drainage System to a condition substantially similar to the condition that existed immediately prior to the point in time when such damage occurred. If Tenant fails to repair damage to the Drainage System within thirty (30) business days (or such longer period of time as is necessary provided that Tenant commences to cure within the thirty (30) business day period and thereafter diligently prosecutes the cure to completion) following Tenant's receipt of written notice from Landlord specifying in detail such failure, and both parties confirm such damaged was caused by Tenant, then Landlord may do so, in which case Tenant shall reimburse Landlord for the actual, reasonable out of pocket costs of the repair. Landlord and Tenant agree to consult, in good faith, with each other regarding the repair and/or replacement of such damaged or broken drainage tile.

7. LANDLORD'S REPRESENTATIONS AND COVENANTS.

7.1. No Interference. Landlord shall not 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 this Lease.

7.2. Trees, Structures and Improvements. Section 7.1 notwithstanding, all structures and improvements on the Property as of the Effective Date shall be allowed to remain and Tenant may not require their removal. After the Effective Date, Landlord may install new trees, structures and improvements on the Property that are less than fifty (50) feet in height and located a distance from the nearest Wind Turbine that is at least 1.1 times the height of the blade tip of the nearest Wind Turbine without Tenant's consent; provided, however, that such an installation shall not violate any setback or other permitting or regulatory requirement for the Wind Facilities or the Project set by any governmental authority. If construction of the Wind Facilities on the Property is not yet complete then Landlord shall first consult with Tenant to ensure that the new tree, structure or improvement is not within 1.1 times the height of the blade tip of the nearest planned Wind Turbine and does not interfere with any other requirements of the Project. Any new trees, structures and improvements on the Property after the Effective Date that either exceed fifty (50) feet in height or are proposed to be within a distance equivalent to 1.1 times the height of the blade tip of the nearest Wind Turbine shall require Tenant's prior written consent, not to be unreasonably withheld. For the purposes of this Section 7.2, the height of planted trees will be deemed to be their expected height at full maturity.

7.3. Legal Requirements. Landlord shall, at no out-of-pocket cost to Landlord, assist and fully cooperate with Tenant in complying with any and all Laws, and complying with or obtaining land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Tenant in connection with the development, financing, sale, construction, installation, replacement, relocation, maintenance, operation or removal of the Project and/or Facilities, including, execution of applications for such approvals, allowing Tenant to submit applications for such approvals on behalf of Landlord, and delivery of any other requested information and documentation. Nothing herein shall prevent Landlord from expressing its opinion or appearing

at any public proceeding and providing information to any government agency; provided, Landlord may only oppose Tenant's projects if and to the extent Tenant has breached this Lease beyond the expiration of any applicable cure periods.

7.4. Reclassification of Property. Landlord shall not take or agree to any action that could potentially cause a rezoning or reclassification of the Property resulting in Tenant's use of the Property pursuant to this Lease being: (a) nonconforming, (b) prohibited, or (c) a conditional or special use if Tenant's use was not a conditional or special use as of the Effective Date, unless Landlord has Tenant's prior written consent which Tenant may withhold in its sole discretion.

7.5. Lateral Support. Tenant shall have and exercise the right of subjacent and lateral support for Wind Facilities on the Property to whatever extent is necessary for the safe construction, operation and maintenance of Wind Facilities. Landlord expressly covenants that Landlord shall not excavate so near the sides of or underneath the Wind Facilities, either on Landlord's property or adjacent property, so as to undermine or otherwise adversely affect their stability.

7.6. Representations and Warranties. Landlord (and each person or entity comprising Landlord, if applicable) represents and warrants to Tenant as follows:

7.6.1. Landlord is the sole owner of the Property and has the unrestricted right and authority to execute this Lease and to grant to Tenant the rights granted hereunder. Each person signing this Lease on behalf of Landlord is authorized to do so, and all persons having any ownership or possessory interest in the Property have signed this Lease as Landlord. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms and shall run with the land.

7.6.2. No rights to convert the wind resources of the Property or to otherwise use the Property for Wind Energy Purposes have been granted to or are held by any party other than Tenant, nor shall Landlord grant such rights in the future without the written consent of Tenant, which Tenant may withhold in its sole discretion.

7.6.3. Landlord shall not violate, and shall defend, indemnify and hold Tenant harmless for, from and against any violation or claimed violation (past, present or future), including any associated attorneys' fees, by Landlord or by persons on the Property with Landlord's permission of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (collectively, "**Hazardous Materials**") on or under the Property. Landlord has no knowledge of the presence of any Hazardous Materials on or under the Property, and shall, at Landlord's expense, remove any Hazardous Materials that are discovered on or under the Property.

7.7. Subordination and Non-Disturbance. Landlord shall cause any person or entity (including without limitation Landlord or any person or entity comprising Landlord) with a lien, encumbrance, mortgage, lease or other exception to Landlord's fee title to the Property, whether recorded or unrecorded, to enter into nondisturbance, subordination and other title curative

agreements as requested by Tenant in its sole discretion. If Landlord defaults on its obligations to such holder, then Tenant shall be entitled (but not obligated) to fulfill Landlord's obligations to such holder, and may offset the cost of doing so against future payments due Landlord under this Lease. After the Effective Date, Landlord shall not create or suffer any lien, mortgage or encumbrance against the Property unless the holder thereof enters into a subordination, nondisturbance, recognition or similar agreement in a form reasonably acceptable to Tenant, which protects and preserves all of Tenant's rights hereunder in the event of a foreclosure.

7.8. Safety Measures; Aerial Spraying. From and after the Commencement of Construction and for so long as the Project is operational, Landlord shall notify Tenant at least twenty-four (24) hours prior to undertaking any aerial application of agricultural chemicals on the Property, and Landlord shall notify Tenant of the planned location and timing of any aerial application of agricultural chemicals on the Property. Landlord understands that this information is important and will help Tenant to protect Tenant's employees and contractors from exposure to potentially hazardous chemicals and to properly respond to inadvertent exposure.

7.9. Indemnity. Landlord shall defend, indemnify and hold Tenant harmless for, from and against any third-party claims, losses, liabilities, damages, costs or expenses, including reasonable attorney fees (collectively, "**Claims**"): (a) for physical damage to property and for physical injuries or death, to the extent caused by the negligence or willful misconduct of Landlord or persons on the Property with Landlord's permission; (b) arising out of or related to Landlord's breach of this Lease or the inaccuracy of any representation or warranty made by Landlord herein; (c) any violation by Landlord or by persons on the Property with Landlord's permission of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Property.

8. TENANT'S REPRESENTATIONS AND COVENANTS.

8.1. Insurance. During the Development Period (until the Commencement of Construction), Tenant shall, at its expense, maintain a commercial general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) of liability coverage per occurrence. Upon the Commencement of Construction and throughout the Operations Period, Tenant shall, at its expense, maintain: (a) a commercial general liability insurance policy in an amount not less than Five Million Dollars (\$5,000,000) of liability coverage per occurrence; and (b) casualty loss insurance on the Wind Facilities in amounts and as required by Tenant's lender(s), if any. Limits can be achieved through a combination of primary and excess limits. Tenant shall have the right to use a program of self-insurance to meet these requirements.

8.2. Indemnity. Tenant shall defend, indemnify and hold Landlord harmless for, from and against any third-party Claims: (a) for physical damage to property and for physical injuries or death, to the extent caused by the negligence or willful misconduct of Tenant or persons on the Property with Tenant's permission; and (b) arising out of or related to Tenant's breach of this Lease or the inaccuracy of any representation or warranty made by Tenant herein; (c) arising out of any violation by Tenant or by persons on the Property with Tenant's permission of any federal, state or

local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Property. The indemnity provided by this Section 8.2 does not extend to Claims for damage to cropland, crops or livestock, which are governed solely by Section 6.7.

8.3. Permits and Laws. Tenant and its designees shall, at its expense, comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority (each, a "**Law**") applicable to Tenant's operations or activities on the Property and shall obtain all permits, licenses and orders required to conduct any and all such activities; provided, however, that Tenant party shall have the right, in its sole discretion, to contest, by appropriate legal proceedings (which may be brought in the names of Landlord and/or Tenant where appropriate or required), the validity or applicability of any such Law, and Landlord shall cooperate reasonably with Tenant in such contest, at no out-of-pocket expense.

9. ASSIGNMENTS AND SUBLEASES.

9.1. Tenant's Right to Transfer. Tenant and any Transferee (as defined below) 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 (a "**Transferee**") without the consent of Landlord. Tenant and any Transferee shall provide written notice to Landlord of any transfer provided that failure to give such notice shall not constitute a default under this Lease but rather shall only have the effect of not binding Landlord with respect to such Assignment until such notice shall have been given. A Transferee also includes any person or entity acquiring an interest in the Lease or the Wind Facilities by foreclosure or a conveyance in lieu of foreclosure, and a Mortgagee as defined in Section 10.1. Upon receipt of written notice of any transfer under this Section 9.1 that includes contact information for the Transferee, Landlord shall thereafter provide the Transferee with simultaneous copies of any notices of default issued to any person or entity under this Lease.

9.2. Liability of Assignor. Upon a transfer, conveyance or assignment of all of Tenant's interest in this Lease, Tenant shall be released from all obligations and liabilities accruing after the date such obligations and liabilities are assumed by Transferee, to the extent assumed by Transferee. Any obligations accruing before the date such obligations and liabilities are assumed by Transferee shall be the responsibility of either the Tenant or Transferee, as determined jointly by Tenant and Transferee.

9.3. Rights and Obligations of Transferees. No Transferee shall have any obligation or liability under this Lease prior to the time that the Transferee directly holds an interest in the Lease or the Wind Facilities, or in the case of an interest granted for security purposes, the holder thereof succeeds to absolute title to the interest. Except as otherwise expressly provided in this Lease, a Transferee shall be liable to perform obligations under this Lease only for and during the period the Transferee directly holds such interest or absolute title. Subject to Section 9.4, and provided that any Mortgagee (as defined in Section 10.1) shall also have the supplemental cure periods described in Section 10.4, Transferees shall be entitled to the same cure period (if any) granted to the defaulting party under this Lease. For any Transferee that holds an interest in less

than all of the Tenant's rights and interests under this Lease or the Wind Facilities, any default under this Lease shall be deemed remedied as to the Transferee's partial interest if the Transferee has cured its pro rata portion of the default, and thereafter Landlord shall not disturb the Transferee's possession of the Property or enjoyment of its rights hereunder. However, any Transferee shall have the right, but not the obligation, to cure any default of any other holder of a portion of Tenant's interest in this Lease or the Wind Facilities.

9.4. Cure Requiring Possession of an Interest. Notwithstanding Section 9.3 or Section 10.4, if any default under this Lease cannot be cured without obtaining possession of all or part of the Wind Facilities or an interest in this Lease, then the default shall be deemed remedied if, within sixty (60) days after receiving notice of the default, the Transferee: (a) shall have acquired possession of the necessary interest, or shall have commenced and is diligently pursuing appropriate proceedings to obtain the same; and (b) performs all other obligations that are capable of performance without being in possession of the Property as and when due under this Lease during the pendency of any proceedings to gain possession and after gaining possession of the necessary interest. Further, a Transferee's deadline for any action under this Lease shall be tolled to the extent the Transferee is prohibited from acting by any process or injunction issued as a result of any bankruptcy, reorganization, insolvency or other debtor-relief proceeding, provided that Transferee continues to perform all obligations under this Lease that are capable of performance during such process or injunction as they come due during the tolling period.

9.5. New Lease to Transferee. In the event of termination of this Lease for any reason, including without limitation foreclosure, conveyance in lieu of foreclosure, and rejection in any bankruptcy proceeding, any Transferee shall have the right to enter into a new lease with Landlord for the interest the Transferee held in the Property prior to termination, on all the terms and conditions of this Lease and for the remainder of the Term as of the date of termination, and subject to any subleases existing as of the date of termination, provided that the Transferee: (a) is not then in default of this Lease; and (b) cures any existing default to the extent applicable to the Transferee's interest in the Lease or the Wind Facilities (except that any defaults not susceptible of cure by the Transferee shall be deemed waived as to the Transferee). Any receipt of sublease rent by Landlord shall be for the account of the Transferee requesting a new lease. Any new lease shall maintain the same priority as to the Property as this Lease. The provisions of this Section 9.5 shall survive termination of this Lease and shall continue in effect thereafter until execution and delivery of the new lease.

9.6. Separability. Tenant may use the Property for one wind energy project or Tenant may divide the Property between two or more separate wind energy projects. If Tenant elects to so divide the Property into two or more wind energy projects, then Landlord shall, within twenty (20) days after written request from Tenant, and without demanding any additional consideration, bifurcate this Lease by entering into and delivering to Tenant two or more stand-alone new leases (which shall supersede and replace this Lease) that provide Tenant with separate leasehold estates in different portions of the Property, as designated by Tenant. Each of such new leases shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Tenant or any other person or entity prior to the execution of such new leases, and except for any modifications that may be required to ensure that each party's combined obligations under such new leases do

not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Tenant; (c) be for a term equal to the remaining term of this Lease; (d) contain a grant of access, transmission, communications and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate; (e) require payment to Landlord of only an acreage-proportionate part of each payment due under Section 5 (which under all such new leases shall in the aggregate equal the amounts that are due under this Lease); (f) provide for payments thereafter due under Section 5 and elsewhere to be paid with respect to the Wind Turbines and Wind Facilities actually installed under such new lease for the portion of the Property subject to such lease, and (g) enjoy the same priority as this Lease over any lien, mortgage, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Lease, (i) in the event of any uncured default under any such new lease, such event of default shall not affect, or cause a termination of, any other such new lease or any rights or interests granted under any other such new lease, and (ii) in the event of a termination of any such new lease, the remaining new leases and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Landlord.

9.7. Landlord's Right to Assign. Except as set forth in Section 9.9, Landlord shall have the continuous right to assign or otherwise transfer its interest in and to this Lease and the underlying real property without the consent of Tenant; provided, however, that as a condition precedent to any transfer by Landlord, Landlord shall notify Tenant in writing of the transfer and the transferee shall first agree in writing to be bound by all the terms and conditions of this Lease from and after the date of such transfer.

9.8. 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 prior written consent which Tenant may withhold in its sole discretion. Further, notwithstanding Tenant's consent to any severance, Landlord assumes all risk that the severance of the wind energy rights from fee title is invalid, and shall jointly and severally indemnify and hold Tenant harmless from and against any and all claims, losses, liabilities, damages, costs or expenses arising out of or related to the purported severance of wind energy rights and fee title. Such indemnity shall survive any further conveyance of the wind energy rights and/or fee title to the Property or a portion thereof.

9.9. Subdivision. If, subject to the terms of Sections 9.7 and 9.8, Landlord transfers less than all of the Property to any party or entity (a "**Partial Transferee**") (i) Tenant shall have the right to receive, review, comment on and/or approve any applications for any such Subdivision and shall be entitled to receive notice from Landlord of any public proceeding relating thereto and (ii) any such Subdivision shall not violate any zoning and/or subdivided land ordinances and regulations (including but not limited to any setback requirements) imposed upon the Project. "**Subdivision**" shall mean any subdivision or zoning approval other than an exemption under any applicable subdivision map act or equivalent law applicable to the Property. All references in this Lease to Landlord shall be deemed to include a Partial Transferee.

10. LENDER PROTECTION.

10.1. Right to Mortgage. Tenant or any Transferee may without the consent of Landlord transfer an interest in this Lease or the Wind Facilities to any third party (a "**Mortgagee**") for security purposes, whether by mortgage, deed of trust, security agreement or otherwise (a "**Mortgage**"). As long as any Mortgage is in effect, the Mortgagee shall be entitled to the protections of this Section 10. Mortgagees shall include the successors and assigns, if any, of any original Mortgagees.

10.2. Consent to Modification or Termination. For the benefit of each Mortgagee, Landlord shall not, without the prior written consent of each Mortgagee amend, modify, or take any action consenting to or accepting the voluntary surrender or termination of this Lease by Tenant or any Transferee. This Lease shall not be terminated by Landlord as a result of any Tenant or Transferee default unless all Mortgagees have first been provided with notice and the opportunity to cure any such default in accordance with the provisions of this Lease.

10.3. Right to Perform. A Mortgagee shall have the right (but not the obligation) to perform any term, covenant, condition, or agreement and to remedy any default by Tenant or any Transferee hereunder, and Landlord shall accept such Mortgagee performance, payment and cure as if such performance had been made, done and performed by Tenant or any Transferee.

10.4. Extended Cure Periods. All cure periods provided to Tenant or a Transferee for a default under this Lease shall be extended for any Mortgagee: (a) by thirty (30) days if the default is a failure to pay money when due under this Lease; or (b) by ninety (90) days in the event of any other default. Nothing in this Section 10.4 modifies a Mortgagee's rights under Section 9.4, to the extent that section applies.

10.5. Foreclosure and Conveyance after Foreclosure. A Mortgagee or its assigns may enforce its mortgage and acquire title to the Tenant's or Transferee's interest in the Lease in any lawful way and, pending foreclosure of such mortgage, the Mortgagee may take possession of Tenant's or Transferee's interest in this Lease and operate the Wind Facilities, performing all obligations performable by Tenant or Transferee subject to all of the terms of this Lease. Any default not susceptible of being cured by the Mortgagee or party acquiring the Tenant's or Transferee's interest in the Lease shall be, and shall be deemed to have been, waived by Landlord upon completion of the foreclosure proceedings or acquisition of Tenant's or Transferee's interest in this Lease by any purchaser (who may, but need not be, Mortgagee) at the foreclosure sale, or who otherwise acquires the Tenant's or Transferee's interest in the Lease from the Mortgagee or by virtue of a Mortgagee's exercise of its remedies. Upon the sale or other transfer of an interest in this Lease or the Wind Facilities acquired pursuant to foreclosure or conveyance in lieu of foreclosure, the Mortgagee shall have no further liabilities or obligations under this Lease.

10.6. Impact of Bankruptcy. The filing of a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or the insolvency act of any state, or involuntary proceedings under any bankruptcy laws or insolvency act are instituted against Tenant or any Transferee shall not be grounds for terminating this Lease or an interest therein, as long as the rent and all other monetary charges payable by Tenant or the Transferee are paid by a Mortgagee as required by this Lease.

10.7. New Lease. If more than one Mortgagee requests a new lease pursuant to Section 9.5, then Landlord shall enter into a new lease with the most senior Mortgagee.

10.8. Minor Modifications of Lease Terms. If requested by a Mortgagee, Landlord shall modify the Lease to include any supplemental Mortgagee protection provisions reasonably requested by the Mortgagee, provided such provisions do not impair Landlord's rights or increase the burdens or obligations of Landlord.

10.9. No Merger. There shall be no merger of this Lease, or of the leasehold estate or other interests created by this Lease, with the fee estate in the Property by reason of the fact that this Lease or any such interests may be held, directly or indirectly, by or for the account of any person or entity who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons or entities at the time having an interest in the fee estate in the Property, and all persons or entities (including Mortgagees) having an interest in or under this Lease and any portion of the fee estate shall join in a written instrument effecting such merger and shall duly record the same.

11. DEFAULT AND REMEDIES.

11.1. Default. Subject to any applicable notice and cure rights set forth in this Lease, the occurrence of any of the following events shall constitute a default and a breach of this Lease:

11.1.1. Either Tenant or Landlord fails to perform as required by any representation, warranty, covenant, term, or condition of this Lease; or

11.1.2. Tenant fails to make any payments required by this Lease when due.

11.2. Notice of Default and Cure. Subject to the terms and conditions of Section 10 and notwithstanding Section 11.1, no party shall be in default under this Lease unless: (a) with respect to a failure to pay any rent, charges, or other amounts due and payable hereunder, Tenant fails to cure the default within sixty (60) days from receipt of notice from Landlord in writing that such amounts are due; or (b) with respect to any other default, the defaulting party fails either to cure the default within one hundred twenty (120) days after notice thereof or, if the failure to perform is such that it cannot reasonably be cured within one hundred twenty (120) days, to commence cure within the one hundred twenty (120) day period and to proceed diligently to cure the default in a manner reasonably acceptable to the other party.

11.3. Remedies - Landlord. In the event of any default by Tenant, and subject to any notice rights after the expiration of any applicable cure periods provided for in this Lease, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

11.3.1. Landlord may continue this Lease in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due, plus interest on any unpaid sums at the Default Rate.

11.3.2. Landlord may cure any default by Tenant after Tenant's cure period has expired. If Landlord, at any time, by reason of Tenant's default, pays any sum or does any act that

requires the payment of any sum, the sum paid by Landlord shall be due and owing immediately from Tenant to Landlord as additional rent hereunder, together with any interest thereon at the Default Rate.

11.3.3. If Tenant does not cure a default in the payment of money within sixty (60) days after written notice from Landlord, or in the case of any other default within one hundred twenty (120) days of such notice, then Landlord may by written notice to Tenant terminate this Lease, provided that Tenant does not cure such default prior to the date for termination set forth in such notice, all subject to the rights of Mortgagees set forth in Section 10. Landlord may not terminate this Lease or Tenant's right of possession of the Property except as set forth in this Section 11.3. Upon termination Tenant shall restore the Property as required by Section 15.3.

11.4. Remedies - Tenant. In the event of any default by Landlord of Landlord's duties, obligations, or covenants hereunder, Tenant may, in addition to all other rights and remedies provided by law or equity, terminate this Lease by written notice to Landlord and payment to Landlord of any payments then due and unpaid under this Lease. Landlord further acknowledges and agrees that should Landlord breach any of its obligations hereunder or otherwise fail to permit Tenant to exercise any of the rights and privileges granted herein, Tenant shall have the right to seek specific enforcement of this Lease.

11.5. Records. Upon the termination or expiration of this Lease, Tenant shall record appropriate termination of lease documentation if the Landlord expressly requests.

12. FORCE MAJEURE.

12.1. Defined. An "Event of Force Majeure" includes without limitation flood, drought, earthquake, storm, fire, pestilence, lightning, or other natural catastrophe, unusually inclement weather, including but not limited to rain which falls earlier in the year, or in greater amounts, or for longer periods than has historically been experienced in the area of the Property, epidemics, acts of God or the public enemy, war, riot, civil disturbance or disobedience, strike, labor dispute, delays by third parties in the delivery of materials to the Property, expropriation or confiscation of facilities, changes of applicable law, compliance with any order of any governmental authority, or failure, threat of failure or sabotage of facilities which have been maintained in accordance with good industry engineering and operating practices, so long as the affected party makes good faith and reasonable efforts to remedy the delays or failures in performance caused thereby.

12.2. Limitations. The parties shall be excused for any delay or failure to perform their respective duties hereunder, except for obligations to pay money, only to the extent that such failure or delay is caused by an Event of Force Majeure. If an Event of Force Majeure causes a delay or failure in performance of only a portion of the obligations of a party under this Lease, then only that portion of performance which was delayed or prevented by such cause shall be deemed excused, and the performance of all other obligations of a party not so delayed shall not be excused. No such delay or failure in performance which is the result of an Event of Force Majeure shall be deemed excused for a period longer than the delay or failure in performance caused by such event.

13. LEGAL MATTERS.

13.1. Attorney Fees. In the event of any litigation, arbitration or alternative dispute resolution to interpret or enforce the provisions of this Lease, including any appeal, the prevailing party or parties in such litigation, arbitration or alternative dispute resolution shall be entitled to reasonable attorney fees, expert witness fees, and costs as shall be fixed by the court or arbitrator.

13.2. Governing Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the state in which the Property is located.

13.3. Jurisdiction and Venue. Any action that may be instituted relating to this Lease shall be prosecuted in the federal courts of the state in which the Property is located, to the extent federal jurisdiction is available. Landlord and Tenant each waive the right to object to the removal to federal court of any action instituted hereunder in state court, except on grounds of lack of federal jurisdiction.

13.4. Defense of Indemnity Claims. In connection with any indemnity provided under this Lease, the indemnifying party shall defend any Claims with legal counsel reasonably acceptable to the indemnified party.

13.5. Estoppel Certificates, etc. Landlord shall execute and deliver estoppel certificates certifying as to such matters as Tenant, Mortgagee, or any prospective investor, purchaser or lender may reasonably request, including, but not limited to, that (a) this Lease is in full force and effect and has not been modified except as set forth in the estoppel certificate, (b) the dates to which rent has been paid, (c) no default then exists under this Lease (or, if uncured defaults exist, stating with detail the nature thereof), and (d) any other matters as may be reasonably requested. Any such certificate may be conclusively relied upon by Tenant, the requesting party and any prospective purchaser, investor or encumbrancer of the Property or encumbrancer of the interest of Tenant hereunder. A party's failure to deliver such certificate within fifteen (15) days following request shall be conclusive upon such party: (i) that this Lease is in full force and effect without modification, except as may be represented by the party requesting the certificate, (ii) that all rent due has been paid through the date of the written request for the estoppel certificate, (iii) that there are no uncured defaults in the requesting party's performance, and (iv) the other certifications requested by the requesting party in the estoppel certificate are in fact true and correct. Landlord shall also execute and deliver consents to assignments and non-disturbance agreements (including with respect to other property on or in the vicinity of the Project as to which Landlord or its affiliates may have lease, use or other rights) as Tenant or any Mortgagee may reasonably request from time to time. Landlord shall cooperate in amending this Lease from time to time to include any provision that may be reasonably requested by Tenant or any Mortgagee for the purpose of implementing the terms and conditions contained in this Lease or of preserving a Mortgagee's security interest. Landlord shall also provide Tenant with any further assurances and shall execute any additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Tenant.

13.6. Jury Trial Waiver. 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.

13.7. Waiver of Certain Damages. THE PARTIES' LIABILITY ARISING OUT OF OR RELATED TO THIS LEASE UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT, STRICT LIABILITY, STATUTORY OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES, AND IN NO EVENT SHALL LANDLORD, TENANT OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

14. CONDEMNATION.

14.1 Effect of Condemnation. If eminent domain proceedings are commenced against all or any portion of the Property, and the taking and proposed use of such property would prevent or adversely affect Tenant's construction, installation or operation of the Wind Facilities on the Property, at Tenant's option, the parties shall amend this Lease to reflect any necessary relocation of the Wind Facilities which will preserve the value and benefit of the Lease to Tenant, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

14.2 Apportionment; Distribution of Award. On any taking covered by Section 14.1, all sums, including damages and interest, awarded shall be paid first to Tenant in an amount equal to the aggregate of any costs or losses that Tenant may sustain for the loss of its leasehold estate or in the taking, removal and/or relocation of the Wind Facilities; and then to Landlord and/or Tenant consistent with the law of the state in which the Property is located.

15. EXPIRATION OR TERMINATION.

15.1 Tenant's Right to Terminate. Tenant shall have the right throughout the Term to terminate this Lease as to all or any part of the Property upon written notice to Landlord, subject to Tenant's obligation to restore the Property pursuant to Section 15.3.

15.2 Holding Over. This Lease shall terminate without further notice at the date of expiration of the Term. Any holding over by Tenant after expiration shall not constitute a renewal or extension of this Lease or give Tenant any rights in or to the Property, except as set forth in Section 15.3.

15.3 Restoration of Property. Upon expiration or termination of the Term, Tenant shall surrender and vacate the Property within sixty (60) days; provided, however, that Tenant shall have a license to enter onto the Property for eighteen (18) months following termination to: (a) remove or cause to be removed any and all Wind Facilities from the Property, except that any

Wind Facilities more than five (5) feet below the surface may be left in place, and foundations shall only be removed to a depth of five (5) feet, and Tenant shall leave in place any roads it constructed if requested to do so by Landlord and Tenant is not otherwise prohibited from doing so; (b) otherwise restore the Property to substantially the same condition that existed on the Effective Date, to the extent it is commercially reasonable to do so; (c) reseed any areas that were vegetated prior to disturbance to commercially reasonable standards, in consultation with Landlord; and (d) implement commercially reasonable erosion control devices and procedures. If Tenant does not remove the Wind Facilities and restore the Property as required by this Section 15.3 within eighteen (18) months after termination, Landlord may do so and Tenant shall reimburse Landlord the reasonable and actual costs incurred by Landlord, less the salvage value of the Wind Facilities, within thirty (30) days of receipt of an invoice from Landlord.

15.4 Security for Restoration. Tenant shall maintain such security for removal of the Wind Facilities as is required by any applicable permits or governmental rules or regulations.

16. GENERAL PROVISIONS.

16.1 Confidentiality. Landlord shall maintain in the strictest confidence, for the benefit of Tenant: (a) all the terms and conditions of this Lease; (b) all information provided by Tenant pursuant to this Lease; and (c) all information obtained by or about Tenant's site or product design, methods of operation, and methods of construction, regardless of its source; unless such information either: (i) is in the public domain by reason of prior publication through no act or omission of Landlord or its employees or agents; or (ii) was already known to Landlord at the time of disclosure and which Landlord is free to use or disclose without breach of any obligation to any person or entity ("**Confidential Information**"). Landlord shall not use Confidential Information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Tenant. Notwithstanding the foregoing, Landlord may disclose Confidential Information to Landlord's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Landlord regarding this Lease or to any prospective purchaser of the Property who has made a written offer to purchase or otherwise acquire the Property that Landlord desires to accept; provided that in making such disclosure, Landlord shall advise the party receiving the information of the confidentiality of the information. Landlord may also disclose Confidential Information pursuant to lawful process, subpoena or court order requiring such disclosure, provided that Landlord shall give Tenant reasonable advance notice of the required disclosure and will cooperate with Tenant in limiting such disclosure and in obtaining protective orders where appropriate. The provisions of this Section 16.1 shall survive the termination or expiration of this Lease.

16.2 Notices. All notices or other communications required or permitted by this Lease, including payments to Landlord, shall be in writing and shall be deemed given when personally delivered, or in lieu of such personal service, five days after deposit in the United States mail, first class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

(i) To Landlord:

Wind Energy Lease v1
Milkweed Energy, LLC

Eugene Merkle Trust dated July 24, 1981
c/o John Merkle, Trustee
533 N Lombard Avenue
Lombard, IL 60148

(ii) To Tenant:

Milkweed Energy, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
120 Garrett Street, Suite 700
Charlottesville, VA 22902
Phone: (434) 220-7595

with a copy to any Transferee if required by this Lease.

Any party may change its contact information by written notice thereof to the other party.

16.3 Successors and Assigns. This Lease shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16.4 Waiver. No delay or omission by the parties hereto in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy, nor shall it be construed as a bar to or a waiver of any such right or remedy on any future occasion.

16.5 Effect of Headings, Terms. Headings appearing in this Lease are inserted for convenience of reference only and shall in no way be construed to be interpretations of the provisions hereof. The term Tenant herein includes any Transferee to the extent the Transferee has an interest in this Lease.

16.6 Cooperation. Each of the parties, without further consideration, agrees to execute and deliver such additional documents, including a Memorandum of this Lease for recording purposes, 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.

16.7 Amendments. This Lease may be modified, amended, or supplemented only by the mutual written agreement of the parties hereto, and with the consent of all Mortgagees, if any, as set forth in Section 10.2.

16.8 Further Assurances. The parties shall do such further acts and things and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm the agreements contained herein.

16.9 Consent. Where rights under this Lease are conditioned upon the consent of one of the parties hereto, it shall not be unreasonably withheld, conditioned or delayed unless expressly stated otherwise.

16.10 Entire Lease. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

16.11 Counterparts. This Lease may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument.

16.12 Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Lease and is hereby waived. No waiver by a party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. The term "hereof" or "herein" means the entirety of this Lease unless otherwise indicated.

16.13 Time of Essence. Time and strict and punctual performance are of the essence with respect to each provision of this Lease.

16.14 Relationship of Parties. The relationship of the parties hereto is solely that of landlord and tenant, and nothing contained in this Lease shall be construed to create an association, joint venture, trust or partnership between them.

16.15 Hunting. All hunting rights and privileges on the Property are reserved to Landlord. None of Tenant, its employees, agents or invitees shall have any hunting rights or privileges on the Property. Tenant, in its discretion, may establish zones around the improvements on the Property within which hunting shall be absolutely prohibited. Tenant may require that hunting be suspended completely during certain periods designated by Tenant such as initial construction and erection and other periods of higher-than-usual levels of activity on the Property. Landlord and Tenant may jointly prepare reasonable hunting rules, which either party shall have the right to enforce.

16.16 Boundary Discrepancies. Landlord agrees on behalf of itself, its heirs, successors or assigns that if Landlord were to acquire any property adjacent to the Property via an adverse possession claim, Landlord waives: (a) any claim that any additional compensation is due to Landlord for improvements placed on the acquired property as part of the Project; and (b) any claim that the acquired property is not subject to any lease and other instruments for the Project executed by the record owner of the acquired property as of the Effective Date of this Lease; provided that the waiver is limited in scope and relates only to the terms and conditions in this Lease, and not for any other purpose. Landlord shall indemnify and hold harmless Tenant against any Claims asserted by any person or entity arising out of an encroachment of any kind onto property adjacent to the Property as described in this Lease.

16.17 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. Further, if requested by Tenant, Landlord shall execute and deliver to Tenant one or more separate setback waivers and/or easements in a form provided by Tenant, which Tenant may then record at its expense. The Setback Waiver shall survive the termination of this Lease for so long as Wind Turbines or other Wind Facilities exist on real property adjacent to the Property.

16.18 Severability. Each provision of this Lease shall be valid and shall be enforceable to the extent not prohibited by law. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions and applications shall not be affected.

16.19 Benefited Property. The interest created by this Lease is an in gross interest and therefore does not benefit any particular parcel or parcels of real property.

16.20 No Third Party Beneficiaries. Except for the rights of Mortgagees 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.

16.21 No Recordation; Memorandum of Lease. Landlord shall not record this Lease. Concurrently with execution hereof, the parties shall execute and record a memorandum of this Lease, a copy of which is attached hereto as Exhibit C.

16.22 Survival of Covenants. The covenants, conditions, rights and restrictions in favor of Tenant under this Lease and Tenant's reliance on and benefit from those covenants, conditions, rights and restrictions may necessarily be a portion of the Project which will from time to time share structural and transmission components, ingress and egress, utility access, and other support with the Wind Facilities located on the Property. Accordingly, the covenants, conditions, rights and restrictions in favor of Tenant pursuant to this Lease shall not be deemed invalid or inoperative or otherwise be disregarded while any portion of the Wind Facilities on the Property or an adjacent property are under development, being replaced or operational.

16.23 Transmission and Access Easement. Tenant's (i) exclusive right to construct, install, lay down, erect, improve, place, replace, remove, relocate and operate permanent roads, aboveground and underground electrical and communications lines, collection and transmission equipment on the Property, and (ii) right of access more particularly described in Section 4.3 (collectively, the "**Transmission and Access Easement**") runs with the land, shall be binding upon Landlord and Tenant and their respective successors and assigns. No act or failure to act on the part of Tenant or any subsequent holder of the Transmission and Access Easement shall be deemed to constitute an abandonment, surrender, or termination of the Transmission and Access Easement, except upon recordation by the holder of a quitclaim deed specifically conveying the Transmission and Access Easement back to Landlord, and nonuse of the Transmission and Access Easement shall not prevent the future use of the entire scope of the Transmission and Access Easement if it is later needed. Furthermore, no use of or improvement to the Property or any lands benefited by the Transmission and Access Easement, and no transfer of the Transmission and

Access Easement, shall, separately or in the aggregate, constitute an overburdening of the Transmission and Access Easement. The term of the Transmission and Access Easement shall expire upon expiration or termination of this Lease, and Tenant shall have the right, without need for Landlord's consent, to assign or convey all or any portion of the Transmission and Access Easement to any person or entity on an exclusive or nonexclusive basis during the term of this Lease.

16.24 No Broker. Landlord and Tenant each hereby represent and warrant to the other that its contact with the other or with the Property in connection with the transactions contemplated by this Lease has been made without the assistance of any broker or other third party. Landlord and Tenant agree to save, indemnify and hold each other free, clear, and harmless from any claim, cost, or expense, including reasonable attorneys' fees, for or in connection with any claims for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein. The terms and provisions of this Section shall survive the expiration or the earlier termination of this Lease.

16.25 Construction Guidelines. Landlord and Tenant hereby incorporate each of the construction guidelines set forth in Exhibit B attached to this Lease and elsewhere within this Lease, and to the extent not inconsistent with the guidelines set forth in Exhibit B or elsewhere within this Lease, the construction guidelines to be set forth in the AIMA (defined below), with the understanding that Tenant will use commercially reasonable efforts to comply with such guidelines when undertaking construction and decommissioning activities on the Property to the extent that the Property consists of privately owned agricultural land within the Project area (as defined by Tenant). For purposes of this Agreement, the "AIMA" shall mean an Agricultural Impact Mitigation Agreement expected to be entered into after the Effective Date by Tenant and the Illinois Department of Agriculture pertaining to the construction of the Project, as may be amended from time to time.

16.26 Most Favored Nations. Tenant shall offer Landlord an amendment or modification to this Lease, to include any more favorable Fees and Payments (as defined below) included in later versions of the Lease between Tenant and a different landowner whose property is within the Project. Landlord agrees that it shall have no right to sue for damages under this clause. "Fees and Payments" shall only include the Annual Turbine Host Payment (as defined in Section 1.9 of the Lease) and the Operations Payment (as defined in Section 1.10 of the Lease).

16.27 Legal Fee Reimbursement. If Landlord fully executes this Lease and Memorandum of Wind Energy Lease, Tenant shall reimburse Landlord for Landlord's actual and reasonable attorneys' fees in connection with the review and execution of this Lease in an amount no greater than One Thousand Five Hundred Dollars (\$1,500.00), provided that Landlord delivers to Tenant an invoice evidencing such fees within sixty (60) days after the Effective Date. Tenant shall pay such reimbursement to Landlord within sixty (60) days after receipt of the invoice and the following: Landlord-executed versions, and, if applicable, notarized versions, of this Lease and all riders thereto, a memorandum thereof, an Internal Revenue Service Form W-9, and a payment instruction form as described above, together with signatory authority documents, if applicable.

[*See Rider.*]

[*Signatures on following pages.*]

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

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: 

Name: Jeanine G. Wolanski

Title: Senior Vice President of Land Management

LANDLORD:

By: John Merkle Trustee
Name: John Merkle, Trustee of the Eugene Merkle
Trust dated July 24, 1981

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

**Rider No. 1
to Wind Energy Lease**

1. **Signing Bonus Payment.** If Landlord fully executes and returns this Lease, Memorandum of Wind Energy Lease, IRS Form W-9, payment instruction form and any documents requested by Tenant relating to the verification of Landlord's authority to execute the foregoing (as applicable), then Tenant shall pay Landlord a one-time payment equal to the greater of (i) Twenty and No/100 Dollars (\$20.00) per acre of the Property, or (ii) Five Thousand and No/100 Dollars (\$5,000.00). The signing bonus payment shall be due and payable within sixty (60) days of the Effective Date of the Lease.

Landlord Initials:

Landlord Name:

JTM

John Merkle, Trustee of the Eugene
Merkle Trust dated July 24, 1981

Landlord Initials:

Landlord Name:

JTM

John Merkle, Trustee of the Patricia
Merkle Trust dated July 24, 1981

Tenant Initials:

Tenant Name:

Jaw

Milkweed Energy, LLC,
a Delaware limited liability company

EXHIBIT A

LEGAL DESCRIPTION

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

Tract 1:

The East Half (E ½) of the East Half (E ½) of the Southwest Quarter of Section Twenty-three (23), Township Twenty-six (26) North, Range Fourteen (14) West of the Second Principal Meridian, Iroquois County, Illinois,

Tax Parcel Reference: 24-23-300-004 (40 acres)

EXHIBIT B

Construction and Design Standards

The following standards and policies have been established by Tenant for the Project. The standards and policies described herein shall be applicable to construction and decommissioning activities undertaken by Tenant and occurring partially or wholly on privately owned agricultural land within the Project area (as defined by Tenant).

1. Support Structures

- A. Where an electric line is adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures will be placed as close as reasonably practicable and allowable by the applicable county engineer or other applicable authorities to the highway or railroad right-of-way.
- B. Tenant may select and use any pole structures it deems appropriate for the Project including H-frame transmission poles or single pole support structures.

2. Guy Wires and Anchors

- A. When it is feasible, Tenant shall try to place guy wires and their anchors in a manner so as to minimize guy wire impact on cropland.
- B. All guy wires will be shielded with highly visible guards.

3. Underground Cabling Depth

- A. Underground electrical cables will be buried with:
 - 1. a minimum of 60 inches of top cover where it crosses cropland.
 - 2. a minimum of 60 inches of top cover where it crosses pasture land or other agricultural land comprised of soils that are classified by the USDA as being prime soils.
 - 3. a minimum of 3 feet of top cover where it crosses pasture land and other agricultural land not comprised of prime soils.
 - 4. a minimum of 3 feet of top cover where it crosses wooded/brushy land.
- B. Notwithstanding the foregoing, in those areas where (i) rock in its natural formation and/or (ii) a continuous strata of gravel exceeding 200 feet in length are encountered, the minimum top cover will be 30 inches.

4. Topsoil Removal and Replacement

- A. Tenant shall use commercially reasonable efforts to undertake any excavation in a manner to preserve topsoil. Tenant shall use commercially reasonable efforts to store

the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

- B. When practicable, Tenant will use reasonable efforts to store all disturbed subsoil material near the excavation site and separate from the topsoil
- C. When backfilling an excavation site, the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.
- D. When practicable, Tenant will use reasonable efforts to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour (with an allowance for settling) will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance will the topsoil materials be used for any other purpose unless agreed to otherwise by Landlord.
- E. Excess subsoil material resulting from wind turbine foundation excavation shall not be removed from Landlord's property, unless otherwise agreed to by Landlord.

5. Prevention of Soil Erosion

- A. Tenant will work with Landlord to prevent excessive erosion on land that has been disturbed by construction or decommissioning of the Project. This is not a requirement, however, if the land is bare cropland that Landlord intends to leave bare until the next crop is planted.
- B. If Landlord and Tenant cannot agree upon a reasonable method to control erosion on the Landlord's right-of-way, Tenant may – but is not required to – implement the recommendations of the appropriate Soil and Water Conservation District and such implementation will resolve the dispute.

6. Weather

Tenant shall be permitted to undertake and complete construction and decommissioning when Tenant deems appropriate regardless of weather or soil conditions.

EXHIBIT C

FORM OF MEMORANDUM OF
WIND ENERGY LEASE

[See following pages]