

After recording return to:

Lafayette Wind, LLC
104 N 6th St Ste 204
Springfield, IL 62701

LAND ACCESS AGREEMENT

THIS LAND ACCESS AGREEMENT (this "Agreement") is entered into as of May 2, 2023 (the "Effective Date") by and between Lafayette Wind, LLC, a Delaware limited liability company (hereinafter referred to as "Developer"), with offices at 104 North 6th Street, Springfield, IL 62701 and Gregory L Hudspeth, as Trustee of the Gladys S. Hudspeth Testamentary Trust established by Clause Second of the Last Will and Testament of Gladys S. Hudspeth (hereinafter referred to as "Landowner") with its mailing address at 5005 Country Club Drive, High Ridge, Missouri 63049. Developer and Landowner are sometimes referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS Developer is involved in the development, ownership and operation of wind energy facilities; and

WHEREAS Developer is considering the development of a wind energy project ("Project") in Fayette County, Illinois; and

WHEREAS Landowner owns real property in Fayette County, Illinois (the "Property"), as further described in Exhibit A-1; and

WHEREAS Developer desires access to the Property for the purpose of undertaking certain assessments and tests, and Landowner has agreed to allow Developer access to the Property on the terms and conditions hereinafter set forth; and

WHEREAS Landowner has expressed an interest in entering into an exclusive long-term lease and easement agreement for all or part of the Property (the "Lease and Easement") to Developer for the installation and operation of wind energy generating units and related facilities ("Energy Facilities").

NOW, THEREFORE, for the mutual consideration set forth herein, Developer and Landowner agree as follows:

1. Developer may, at Developer's sole cost and expense:

Ascha
Nickels 217-416-7768
Ascha@highlanderr Renewables.com

(i). install and monitor one or more meteorological test towers (collectively, the "MET Towers") and ranging units on the Properties in the approximate locations shown on Exhibit A-2; and

(ii). conduct such other studies and planning necessary to develop the Project including, without limitation, meteorological measurement studies, transmission and interconnection studies, environmental assessments, wildlife studies, archaeological assessments, permitting, soil sampling, surveying and title searches that Developer deems appropriate in determining the feasibility of developing, constructing, maintaining and operating the Project (collectively, the "Inspections"). Within sixty (60) days of any Inspections disturbing the Property, Developer shall remediate and restore the Property to a condition reasonably similar to its original condition as it existed upon the Effective Date.

2. Landowner hereby grants Developer, its employees, contractors and agents for a period of Sixty (60) months from the Effective Date, an irrevocable easement to enter upon the Property at any reasonable time and from time to time to study, select locations, erect, operate and maintain the MET Towers and ranging units and to conduct, correct and verify the Inspections. The easement granted herein to study, select locations, erect, operate and maintain the MET Towers and ranging units shall be an exclusive easement for the benefit of Developer. Nothing herein shall prevent Landowner's use of the Property for agricultural purposes during the term hereof, or in any way restrict Landowner's ability to enter into agricultural leases for the Property.

3. In exchange for the rights granted herein, Developer shall make payments as set forth on Exhibit B. Notwithstanding anything in this Agreement to the contrary, Developer shall have no obligation to make any payment to Landowner otherwise required under this Agreement until Landowner has returned to Developer a completed Internal Revenue Service Form W-9, such Form W-9 to either (i) have been provided by Developer to Landowner prior to execution of this Agreement or (ii) be provided by Developer to Landowner promptly upon execution of this Agreement.

4. All wind speed, wind direction, solar energy or any other meteorological data ("Meteorological Data") collected on the Property shall be the sole and exclusive property of Developer, and Landowner shall neither have nor acquire any right, title or interest in any such Meteorological Data.

5. In the event the Property, in Developer's sole discretion, is acceptable for the development of the Project, Landowner and Developer will engage in good faith efforts to enter into the Lease and Easement upon terms to be mutually agreed upon by the Parties. Nothing herein shall obligate either Party to enter into the Lease and Easement upon terms or conditions unacceptable to either Party.

6. During the term of this Agreement Landowner shall not: (i) negotiate or enter into any form of easement, leasehold, option, and/or any other interest in the Property or any portion thereof (including any land adjacent to or within three (3) miles of the Property that may be later acquired) with any other energy company, entity or agents thereof (whether effective immediately or at a future date) for any purpose related to wind energy generation; or, (ii) conduct any activities that may interfere with Developer ability to install MET Towers or Energy Facilities on the


Property, or that may materially obstruct the ability of the MET Towers to analyze wind resources over and across the Property. This Agreement does not prohibit the sale of the Property to a third party other than to an energy company, entity or agents thereof when Landowner is aware of such entities intention to use the Property for wind energy generation purposes. Landowner's purchaser or assign shall be bound by the terms of this Agreement if Developer has recorded this Agreement or a memorandum thereof in the office of the Recorder of Deeds in Fayette County, Illinois. Landowner shall promptly notify Developer in writing of any such conveyance and/or transfer.

7. Developer shall, at its expense, be responsible for assuring that insurance coverages, as would be customary and reasonable for similarly situated companies performing the work carried out by Developer at such time, are maintained, including, without limitation: (i) commercial general liability insurance with a limit of liability not to be less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, (ii) automobile liability insurance with a limit of liability not to be less than \$1,000,000.00 per occurrence and in the aggregate, if applicable, and (iii) workers' compensation and employers' liability insurance in accordance with the statutory requirements of the State of Illinois. Limits of liability specified in section 7 (i) above may be achieved through excess. Developer shall cause the Landowner to be named as an additional insured in such policies and shall deliver to the Landowner a certificate of insurance evidencing said policies, which certificate shall provide that (i) the Landowner shall be given notice of any cancellation or termination of such insurance in accordance with policy terms and (ii) the insurer waives all rights of subrogation against Landowner in connection with any loss or damage covered by such policy. Developer covenants to respect Landowner's use of the Property during the term of this Agreement and upon termination of this Agreement to restore any disrupted portion of the Property as close as reasonably practicable to its prior condition which existed immediately prior to the Inspections.

8. The Inspections and installation of MET Towers and ranging units performed on the Property by Developer, its agents, contractors, successors or assigns shall (i) comply with all applicable laws, statutes and regulations of general application (collectively, "Laws"), (ii) be conducted in a good and workmanlike manner so as to minimize damage to the Property, and (iii) be coordinated with the Landowner in order to minimize any inconvenience to the Landowner caused by the performance of the Inspections or installation of installation of MET Towers and ranging units. Developer shall provide Landowner not less than fourteen (14) days advanced written notice of its intent to enter upon the Property. Landowner or its designee shall have the right to be present and observe all activities of Developer occurring on the Property. This Agreement does not abrogate or supersede any Laws requiring the Parties to obtain permits, licenses, inspections or approvals in order to perform the Inspections on the Property as contemplated herein.

9. Developer shall not permit any lien to stand against the Property or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Property at the direction of Developer or any employee, contractor or agent of Developer pursuant to this Agreement. In the event of any such lien attaching to the Property, Developer shall promptly have such lien released or bonded over to the reasonable satisfaction of the Landowner.

10. Each Party agrees to indemnify, defend and hold (the "Indemnifying Party") the other Party (the "Indemnified Party") harmless from and against any and all claims, losses, damages, costs and expense (including, without limitation, reasonable attorneys fees' and court costs) suffered or incurred by the Indemnified Party as a direct result of the activities or omissions of the Indemnifying Party (including any activities of any of the Indemnifying Party's employees, consultants, contractors or other agents) conducted pursuant to this Agreement, including, without limitation, ~~mechanics' liens, damage to the Property and injury to persons or property resulting~~ from such activities or omissions; provided, however, the Indemnifying Party shall not be liable for any damages arising out of or related to: (i) the negligence or willful misconduct of the Indemnified Party or the Indemnified Party's agents, employees, contractors or invitees; or, (ii) the Indemnifying Party's lawful enforcement of its rights under this Agreement. Notwithstanding the foregoing, in no event shall the Indemnifying Party have any liability to the Indemnified Party for consequential, incidental, punitive exemplary or indirect damages, lost profits or other business interruption damages.

11. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective heirs, executors, administrators, successors and permitted assigns.  Developer may freely assign this Agreement.

12. No modification, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, amendment, discharge or change is sought. This writing constitutes the full and entire agreement of the Parties with respect to the matters set forth herein.

13. All notices, requests and communications ("**Notice**") under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery service), (ii) expedited delivery with proof of delivery, (iii) telefax and confirmed in writing by mail, or (iv) first class registered or certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated above. Any Notice provided for herein shall become effective only upon and at the time of first receipt by the Party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received two (2) business days after the date that it is mailed. Any Party may, by proper written notice hereunder to the other Party, change the individual address to which such Notice shall thereafter be sent.

14. Each Party shall hold, and shall cause each of its representatives to hold, in strictest confidence and shall not use in any manner whatsoever, other than as expressly contemplated by this Agreement, any Confidential Information (as defined below) of the other Party. "Confidential Information" of a Party means all information or data, and all documents and other tangible items which record information, whether on paper, in computer readable format or otherwise, relating to the Party's business (including, without limitation, business plans, [wind/solar] resource data, property information, business process information, and business results or prospects). Confidential Information does not include information or documents or other tangible items, which are or become generally available to the public other than as a result of a disclosure by the other Party or any of its representatives.

15. Developer agrees to bear all costs and responsibility associated with any zoning applications, permits, licenses, and municipal, state, regional or Federal approvals for the MET Tower(s) and the Project.

16. This Agreement may be terminated either (i) by Landowner, if Developer fails to observe, keep or perform any of the terms, agreements or conditions set forth in this Agreement, and Developer does not commence to cure such failure within thirty (30) days after receipt from Landowner of written notice of such default, or (ii) by Developer, at any time upon written notice to Landowner.

17. Landowner has, and will, at all times during the term of this Agreement, maintain good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances not subordinated to this Agreement excepting therefrom any mortgage, deed of trust, easement, or other matter of record recorded in the Office of the Recorder of Deeds of Fayette County, Illinois prior to the Effective Date hereof and any agricultural leases for the Property. Landowner has the unrestricted right and authority to sign this Agreement. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.

18. Nothing contained herein or in any lease agreement entered into pursuant to this Agreement shall be deemed or construed by the Parties hereto or any third party as creating the relationship of principal and agent or of partnership or of joint venture between Landowner and Developer.

19. Both Parties have carefully reviewed this Agreement and consent to its terms and conditions.

20. This Agreement and any disputes arising out of this Agreement shall be governed by, interpreted, construed and regulated under the laws of the State of Illinois excluding any conflict-of-laws rules or principles that might refer the governance or the construction of this Agreement to the law of another jurisdiction. Any and all lawsuits brought to enforce the terms and conditions of this Agreement shall be filed in the Circuit Court for Fayette County, Illinois. Developer and Landowner each consent and agree that the exclusive venue and jurisdiction for any lawsuits brought or filed to enforce this Agreement shall be the Circuit Court of Fayette County, Illinois.

21. In the event of any litigation related to the interpretation or enforcement hereof, or which in any other manner relates to this Agreement or the Property, the prevailing party shall be entitled to recover from the other party all of its attorneys' fees and court and other costs awarded by a court of competent jurisdiction.

22. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

23. In addition to those remedies provided herein, Developer and Landowner shall be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies

shall be cumulative, including the right to enforce this Agreement by injunction, specific performance or other equitable relief.

24. At Developer's option, Developer may record a copy of this Agreement, and any amendment thereto, with the relevant government office, with Exhibit B, payment terms, excluded. If a copy of this Agreement, or any memorandum or other notice of this Agreement, is so recorded, within sixty (60) days of the expiration or earlier termination of this Agreement, Developer shall record a release thereof and promptly provide Landowner with a copy thereof. Any memorandum or other or other notice of this Agreement shall not be recorded by Developer until approved in form and substance by Landlord.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

LANDOWNER:

Name Gregory L. Hudspeth

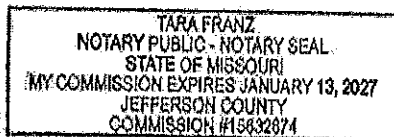
By: Gregory L. Hudspeth, as Trustee of the Gladys S. Hudspeth Testamentary Trust established by Clause Second of the Last Will and Testament of Gladys S. Hudspeth

ACKNOWLEDGMENT OF LANDOWNER

STATE OF Missouri

COUNTY OF St. Louis

This instrument was acknowledged before me on the 2 day of May, 2023 by Gregory L. Hudspeth, as Trustee of the Gladys S. Hudspeth Testamentary Trust established by Clause Second of the Last Will and Testament of Gladys S. Hudspeth.



Name: Tara Franz
Signature: Tara Franz
Notary Public, State of Missouri
My Commission Expires: 01/13/2027

Lafayette Wind LLC:

a Delaware Limited Liability Company

By: 

Name: Masayuki Ito

Title: Authorized Representative

ACKNOWLEDGMENT OF Lafayette Wind, LLC

STATE OF _____

COUNTY OF _____

See the attached.

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

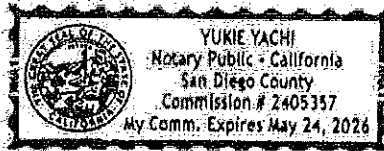
State of California)

County of San Diego)On August 14, 2023 before me, Yukie Yachi, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Masayuki Ito
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

DO NOT RECORD

EXHIBIT B

Payment Addendum

1. **MET Tower Fee.** Developer shall pay Landowner an annual payment in the amount of four thousand dollars (\$4,000.00) for each MET Tower installed on the Property by Developer, if any, for so long as such MET Tower is installed on the Property ("**MET Tower Fee**"). The first installment of the MET Tower Fee shall be paid by Developer to Landowner within thirty (30) days after the installation of such MET Tower and subsequent installments of the MET Tower Fee shall be due and payable within thirty (30) days of the anniversary of such installing for each successive year during the term hereof. Beginning with the second year of this Agreement and continuing for the remainder of the term hereof, the MET Tower Fee shall be increased each year based on the change in the Consumer Price Index for the Northeast Region of the Bureau of Labor Statistics published by the United States Department of Labor, Bureau of Labor Statistic ("**Escalation Percentage**"), provided, however, the Escalation Percentage shall not be less than 2% in any year.

2. **Ranging Unit Payment.** Developer shall pay Landowner an annual payment in the amount of five hundred dollars (\$500.00) for each ranging unit installed on the Property by Developer, if any, for so long as such ranging unit is installed on the Property ("**Ranging Unit Fee**"). The first installment of the Ranging Unit Fee shall be paid by Developer to Landowner within thirty (30) days after the installation of such ranging unit and subsequent installments of the Ranging Unit Fee shall be due and payable within thirty (30) days of the anniversary of such installing for each successive year during the term hereof. Beginning with the second year of this Agreement and continuing for the remainder of the term hereof, the Ranging Unit Fee shall be increased each year pursuant to the Escalation Percentage, provided, however, the Escalation Percentage shall not be less than 2% in any year.

3. **Attorney Fee Reimbursement.** Within sixty (60) calendar days of the later of (i) the execution of this Agreement by all parties, or (ii) the submission of an invoice or other evidence of attorneys' fees incurred by Landowner, Developer shall reimburse Landowner for Landowner's reasonable and actual attorneys' fees incurred in review, preparation, negotiation, and execution of this Agreement, in an amount not to exceed two thousand dollars (\$2,000). Such reimbursement may be paid directly by Developer to Landowner's attorneys upon request of Landowner's attorneys.

4. **Out of Pocket Expenses.** Developer shall reimburse Landowner for all reasonable out-of-pocket expenses incurred and directly related to any action Developer may require or request of Landowner pursuant hereto, including but not limited to reasonable management and attorneys' fees incurred by Landowner related in any way to such matters.

5. **Crop Compensation and Livestock Damages.**

(i). **Definitions.** "**Crop Damages**" means compensation paid by Developer to Landowner for all existing planted but not yet harvested crops lost or destroyed by reason of Developer's use of the Property pursuant to this Agreement that shall be calculated as Unit Price x Unit Yield per Acre x Acres subject to such crop damages. The "**Unit Price**" shall be the higher of the applicable crop year's Spring and Fall Harvest crop prices as reported by the USDA's Risk Management Agency for federal crop insurance. The "**Unit Yield**" will be the average of the

previous three years' yield according to Landowner's records for the parcels of land included in the damaged area. If Landowner does not have yield records available, the parties will use the United States Department of Agriculture's (the "USDA") Farm Service Agency records or other commonly used yield data available for the area. Crop damages shall be deemed full-acre total losses and shall not be calculated on partial acres or partial yield losses.

(ii). **Property Crop Damage.** Developer shall pay to Landowner (or, if requested by Landowner, Landowner's agricultural tenants) Crop Damages (i.e., for existing planted but not yet harvested crops lost or destroyed by reason of Developer's use) located on Property. Notwithstanding the foregoing, no Crop Damages shall be due or payable by Developer for any portion or portions of the Property upon which Landowner or its agricultural Developers is able to harvest its planted crop at full maturity, or upon which Landowner or its agricultural Developers have not planted on during the same planting season. The amount, extent, and acreage of Crop Damages shall be mutually agreed to by Developer and Landowner. Should the parties be unable to mutually agree to the amount, extent, and acreage of such Crop Damages, such determinations shall be established by a third party expert (the "Expert"). Developer shall pay all amounts due pursuant to this Section within sixty (60) days after the mutual agreement of the parties as to the extent of such Crop Damages, or within sixty (60) days of receipt by Developer of the Expert's determination.

(iii). **Compaction Damages.** If Developer's activities cause compaction to the soils of any part of the Property, which Landowner had been using for crops then Developer shall pay Landowner a compaction damage payment one time per occurrence of compaction, calculated as follows - Unit Price x 400% x Unit Yield per Acre x the Acres subject to such compaction damage. If Landowner does not have yield records available, the Parties will use USDA Farm Service Agency records or other commonly used yield data available for the area. Developer shall pay all amounts due pursuant to this Section within sixty (60) days after the mutual agreement of the parties as to the extent of compaction, or within sixty (60) days of receipt by Developer of the Expert's determination.

(iv). **Negotiated Agreement of Damages.** Notwithstanding the foregoing provisions, the Parties may mutually agree upon the cost of any Crop or Compaction Damages for any of the Developers expected or completed activities on the Property, if such amount is mutually agreed upon by the Parties.

DO NOT RECORD

EXHIBIT A-2

Depiction of MET Tower Location

(area is approximate, exact location to be determined at installation)

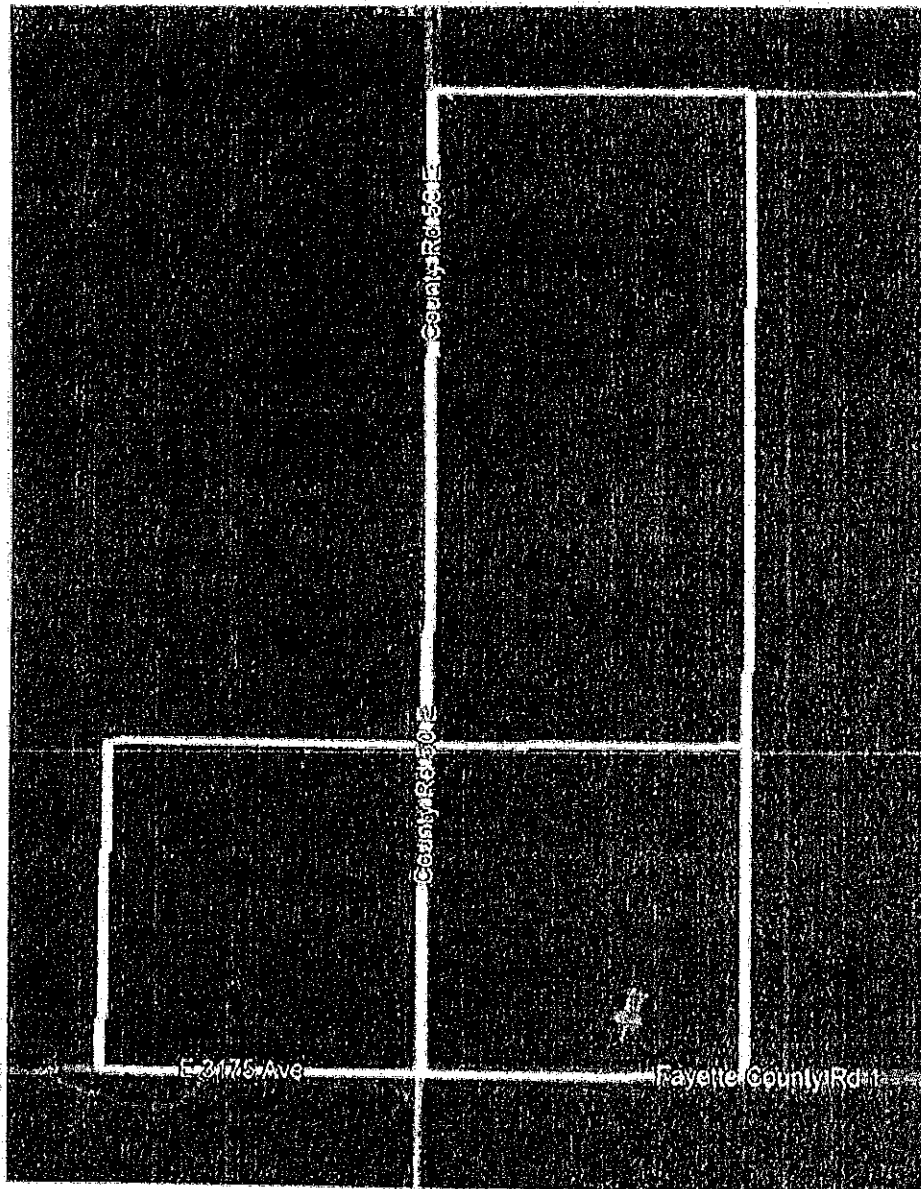


EXHIBIT A-1

Legal Description of the Property

PARCEL ID:

05-01-19-400-001 (80 acres)

05-01-30-200-004 (40 acres)

05-01-30-100-002 (40 acres)

LEGAL DESCRIPTION:

The West Half of the Southeast Quarter (W1/2 SE1/4) of Section Nineteen (19); also the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) and the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Thirty (30), all in Township Nine (9) North, Range One (1) West of the Third Principal Meridian, in Fayette County, Illinois.