

WIND ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT

This WIND ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT is made and entered on April 4, 2024 by and between James C. Barto and Jill M. Barto, James C. Barto and Jill M. Barto (Joint Tenants), and James C. Barto and Leeward Renewable Energy Development, LLC, a Delaware limited liability company. For good and valuable consideration, the receipt and sufficiency of which the Parties (defined below) acknowledge, the Parties agree:

NOTE ADDITIONAL PROVISIONS -- Section 17.

Section 1. Principal terms and definitions. The following terms have the meanings set out below as they are used in this Agreement:

"Access Easement"	Has the meaning set forth in Subsection 2.2.
"Agreement"	This WIND ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT, as it may be amended and/or restated from time to time
"Assignee"	Has the meaning set forth in Subsection 9.1.
"Claims"	Has the meaning set forth in Subsection 8.1.
"Commercial Operations Date" or "COD"	The first day all WTGs (defined below) installed anywhere in the Project (defined below) as part of a Phase (defined below) delivers electricity in commercial quantities (excluding test power).
"Company"	Leeward Renewable Energy Development, LLC and its assigns and successors. References to Company include its assigns and successors, even if assigns and successors are not specifically referenced.
"Company Personnel"	Company and its affiliates, agents, contractors, directors, employees, invitees, Lenders (defined below), mortgagees, members, officers, partners, permittees, suppliers, and vendors.
"Conservation Program"	Conservation Reserve Program, Environmental Quality Incentives Program, or any similar federal, state, or local program.
"Development"	All actions, studies, and tests related to the evaluation and investigation by Company of the suitability of the Property for wind energy development and Company's other business purposes directly related to the purposes of this Agreement, all as Company determines in its sole discretion are necessary, including: (a) inspecting and surveying the Property; performing archaeological, avian, bat, geologic, and soils studies and tests; performing electrical interconnection and transmission studies and tests; and, performing environmental inspections, studies, and surveys; (b) the Operation (defined below) of Development Equipment (defined below) for the purpose of: evaluating, measuring, and monitoring wind and weather conditions; and, conducting meteorological studies and tests; and, (c) the construction and installation of Systems (defined below). Except as otherwise expressly provided for in this Agreement, all Development information is Company's sole property.
"Development Equipment"	All equipment, improvements, and systems for conducting Development as Company determines in its sole discretion are necessary, including: anchors; buildings for conducting Development, operating, or protecting Development Equipment; communications equipment; concrete pads; fences; footings;

	foundations; maintenance and security systems; towers; and wind measuring and monitoring devices and instruments (e.g. LIDAR or SODAR equipment).								
"Development Fee"	<p>During the Development Term (defined below), an annual payment of as per the table below per acre of the Property as listed in Exhibit A.</p> <table border="1"> <thead> <tr> <th><u>Development Term Year</u></th> <th><u>Amount per Acre</u></th> </tr> </thead> <tbody> <tr> <td><u>Years 1 - 4</u></td> <td><u>\$8.00</u></td> </tr> <tr> <td><u>Years 5 - 6</u></td> <td><u>\$12.00</u></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	<u>Development Term Year</u>	<u>Amount per Acre</u>	<u>Years 1 - 4</u>	<u>\$8.00</u>	<u>Years 5 - 6</u>	<u>\$12.00</u>		
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"Development Term"	<p>The period starting on the Effective Date and continuing until the earlier of: (a) six (6) years after the Effective Date; (b) the termination of this Agreement as provided for in this Agreement; or (c) the first day of the Operations Term (defined below) of the first Phase.</p> <p>Company may by notice to Owner at any time during the Development Term extend the Development Term for up to six (6) months in the case of a documented, material delay (other than as covered by the unavoidable delays Subsection below) beyond Company's control (e.g. delay with an associated proposed delivery point or transmission upgrade; requirement that necessitates Company to perform more than one (1) year's avian, environmental, or wildlife inspections, studies, or surveys or requires completion of an environmental assessment or environmental impact statement/study; or, material reduction in load).</p> <p>If Company starts construction of a Phase (meaning no less than starting construction of roads or Company's determination in its reasonable discretion that it met the requirements for satisfying the federal production tax credit) but does not achieve COD before expiration of the Development Term (as may be extended as provided in this Agreement), then the Development Term will automatically extend for up to twelve (12) months.</p> <p>If the Operations Term does not commence prior to the expiration of the Development Term (as it may be extended), this Agreement, and all rights of the Company hereunder, shall automatically terminate.</p>								
"Disturbance Fee"	One (1) time payment of <u>Two Thousand Five Hundred Dollars (\$2,500.00)</u> for each MW (defined below) of WTG(s) installed on the Property.								
"Disturbance Fee Compensated Area"	Those portions of the Property described as follows: (i) for each WTG, a square having four equal sides measuring five hundred (500) feet per side, with the center of the base of the tower of the WTG located in the middle thereof; (ii) intentionally deleted; (iii) fifty (50) feet on either side of the centerline of any underground collection lines installed on the Property by Company and (iv) thirty (30) feet on either side of the centerline of any new road installed on the Property by or on behalf of Company.								
"Effective Date"	The date set forth in the introductory paragraph of this Agreement.								
"Environmental Law"	All orders, ordinances, regulations, rules, or statutes of all federal, state, or local agencies or governments (with jurisdiction over the Property) relating to the discharge, disposal, generation, handling, installation, manufacture, release, storage, or use of Hazardous Materials, including, but not limited to, the Federal								

	Water Pollution Act, as amended (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.).
"Generation and Transmission Systems"	All equipment, facilities, improvements, and systems for the conversion of wind energy into electricity and/or the transmission of electricity as Company determines in its sole discretion are appropriate, necessary, or useful, including: anchors; buildings for guests, maintenance, office, operations, security, and storage purposes; cables; capacitors; communications equipment; concrete batch plant(s) (temporary during construction); concrete pads; fences; footings; foundations; guy wires; inverters; roads; staging areas; towers; transformers; Transmission Systems; trenches; wires; WTGs; and, other power collection, production, and transmission equipment.
"Gross Revenue"	<p>All gross amounts actually received by Company for the sale of electricity generated by WTG(s) installed on the Property and for the sale of any RECs (defined below) produced by WTG(s) located on the Property, net of any wheeling, integration, transmission, basis and/or congestion charges paid by or on behalf of Company.</p> <p>If the electricity produced by the Project is sold by the Company into any applicable Regional Transmission Organization (RTO) market at the point of delivery in lieu of a bilateral physical power purchase agreement, the Gross Revenues shall, subject to the other provisions of this definition, include the net revenue derived from (1) such sale of electrical capacity or energy, plus (2) any net aggregate payment received by the Company under any hedge arrangement, including ISDA (International Swaps and Derivatives Association) master agreements, contract for differences, financially settled power purchase agreements, and similar hedge structures (any of the foregoing, a "Hedge")) entered into by the Company to offset the market risk of selling the Project's output into any RTO market that is entered into by the Company to comply with the RTO hedge, if applicable for such period (and for purposes of determining "net aggregate payments," any amounts paid by the Company to a third party pursuant to a Hedge (to settle market sales in excess of the contract's fixed price) and amounts received by the Company pursuant to such Hedge (to settle market sales below the contract's fixed price) will be netted so that the Company is deemed to have been paid the fixed price for each MWh sold from the WTGs).</p> <p>For avoidance of doubt, Gross Revenue does not include, by example: (a) any amount(s) associated with parasitic loss (i.e. electrical energy used to power Systems (defined below) that are part of the Project); (b) receipts from WTG(s) located on other property; (c) any amount(s) paid/reimbursed Company (such as for network or transmission upgrades, wheeling costs, or other electricity or transmission delivery costs); (d) any federal, state, or local investment tax credits, production tax credits, or any other tax abatements, benefits, credits, or forbearance, however denominated; (e) any federal, state, or local grants or similar benefits, however denominated; (f) any proceeds from the financing, lease, sale, or other disposition of any Systems or any interest in this Agreement or the Project; or, (g) any amount(s) for damages recovered (whether for breach of contract, tort, or otherwise) but only to the extent not recovered as loss of income for the sale of electricity or RECs.</p>
"Hazardous Materials"	Any substance hazardous substance regulated under any Environmental Law.

"Index"	The Consumer Price Index -- Seasonally Adjusted U.S. City Average for all Items for all Urban Consumers, "CPI-U", of the Bureau of Labor Statistics of the United States Department of Labor (Base Period 1982-84=100).
"Interests"	Conservation easements, deeds of trust, encumbrances, easements, leases (including mineral leases), licenses, liens, mortgages, options, rights of refusal, sales contracts, security interests, or other interests in the Property.
"kW"	Kilowatt(s) of nameplate capacity.
"Leasehold Estate"	Has the meaning set forth in Subsection 9.1.
"Lender"	Has the meaning set forth in Subsection 9.4.
"MW"	Megawatt(s) of nameplate capacity.
"Memorandum"	Has the meaning set forth in Section 13.
"Operate" and "Operation(s)"	The access, construction, erection, expansion, inspection, installation, location, maintenance, operation, ownership, relocation, removal, repair, replacement, testing, updating, upgrade, and use of Systems, and any studies associated with such efforts, all as Company determines in its sole discretion are necessary or useful.
"Operations Fee"	An annual payment of Five Thousand Dollars (\$5,000.00) for each MW of WTG(s) installed on the Property. On the first January 1 after COD of the first Phase and on each January 1 thereafter during the Term, the Operations Fee will adjust based on the prior year's percentage change in the Index, provided no such adjustment will exceed an increase of more than three percent (3%) in any one (1) year.
"Operations Term"	<p>For each Phase, the period starting on COD for that Phase and continuing until the earlier of (a) thirty (30) years after COD for that Phase or (b) the termination of this Agreement as provided for in this Agreement.</p> <p>Company will have the option and right to extend the Operations Term for each Phase for, first, one (1) additional, consecutive fifteen (15) year period and then, second, for one (1) additional, consecutive ten (10) year period. Company may extend the Operations Term for any Phase by giving Owner notice of extension at any time more than sixty (60) days before the then-applicable expiration of the Operations Term.</p> <p>Notwithstanding any of the foregoing language of this Section to the contrary, the Operations Term for any subsequent Phase(s) (i.e. after the first Phase) will not extend the Operations Term (including, as may be extended) more than fifty-five (55) years after COD for the first Phase.</p>
"Owner"	James C. Barto and Jill M. Barto, James C. Barto and Jill M. Barto (Joint Tenants), and James C. Barto 7569 1100 East St., Buda, IL 61314
"PPA Rate"	Has the meaning set forth in Subsection 16.22.
"Parties" and "Party"	Party means Company or Owner, as applicable, and Parties means Company and Owner.

"Phase"	Each development phase of the Project contemplated as a stand-alone subset of the overall Project. A Phase may include a separately financed project entity and distinctly different structure. A Phase does not include WTG replacement or repowering.
"Project"	The renewable energy conversion project(s), or part(s) or portion(s) of such project(s), if applicable, to be developed and owned by Company or any Company affiliate or related party on the Property and/or on other properties in the area of the Property, but excluding any such project built before the Effective Date.
"Property"	The real property described in Exhibit A.
"Proposed Locations"	The pre-construction proposed locations for Systems on the Property.
"REC"	Certificates for renewable energy, renewable portfolio standard, or greenhouse gas reduction.
"Related Property"	If any, the real property described in Exhibit C.
"Royalty Fee"	For each Phase: (a) Four percent (4.00%) of Gross Revenue during years one (1) through fifteen (15) of the Operations Term for that Phase. (b) Five percent (5.00%) of Gross Revenue during years sixteen (16) through thirty (30) of the Operations Term for that Phase. (c) Six percent (6.00%) of Gross Revenue during years thirty-one (31) through the end of the Operations Term for that Phase.
"Systems"	All Development Equipment, Transmission Systems, and Generation and Transmission Systems.
"Term"	The period starting on the Effective Date and continuing until the earliest of (a) the end of the Operations Term (including any extension) applicable to each Phase or (b) the termination of this Agreement as provided for in this Agreement (e.g. after expiration of all cure periods and rights). "Term" includes both the Development Term and the Operations Term.
"Transmission Fee"	One (1) time payment of Five Dollars (\$5.00) per linear foot for any Transmission Line. <u>Notwithstanding anything contained herein to the contrary, no Transmission Lines may be installed on the Property without Owner's prior written consent, which consent may be granted or withheld in Owner's sole discretion.</u>
"Transmission Line"	Any above-ground high-voltage (greater than one hundred fifteen (115) kilovolts) transmission lines Installed on the Property by Company <u>Notwithstanding anything contained herein to the contrary, no Transmission Lines may be installed on the Property without Owner's prior written consent, which consent may be granted or withheld in Owner's sole discretion.</u>
"Transmission Systems"	All equipment, facilities, improvements, or systems for the interconnection and transmission of electricity as Company determines in its sole discretion are appropriate, necessary or useful, including but not limited to: cables; collection

	facilities and lines; concrete pads; crossarms; distribution and electrical transmission facilities and lines (above ground and underground, high-voltage or otherwise); energy storage devices <u>(to the extent the same are installed as a part of the other solar Systems installed on the Property, not a standalone energy storage device)</u> ; footings; foundations; guy lines; interconnection facilities; rights of way; roads; setbacks; substation facilities; switching facilities; towers; transformers; trenches; and, wires.
"Utility"	A distribution cooperative, generation and transmission provider, or utility.
"WTG"	Wind turbine generator, which includes the blades, foundation, nacelle, tower, transformer, turbine, and their related components, equipment, and parts.

Section 2. Lease and Easements.

2.1 Exclusive Lease and Easements.

(a) For good and valuable consideration, the receipt and sufficiency of which is acknowledged by Owner and Company, for the terms and conditions of this Agreement, Owner grants and conveys to Company and Company accepts an exclusive lease and also easements of, across, along, on, over, and under the Property for Company, and the Company Personnel, to access and use the Property for the purposes of performing Development and Operations on the Property and for the other purposes authorized by this Agreement for the Term. These exclusive rights granted Company extend to the airspace rights of Owner related to the Property.

(b) For avoidance of doubt: (i) the exclusive rights granted by this Subsection include the right to Operate (including altering the voltage of) Transmission Systems on the Property in connection with which electricity generated (whether on the Property or elsewhere) may be transmitted or interconnected to a distribution or transmission system along, in, and/or on the Property (the foregoing the "Transmission Easement"); (ii) Company may, and without the requirement for consent of or prior notice to Owner, assign, convey, lease, sell, or transfer all or part of any Transmission Systems or the Transmission Easement, including to a Utility; and, (iii) the Transmission Easement includes rights of ingress to and egress from the Transmission Systems (whether located on the Property or elsewhere) and/or to and from proposed locations for Transmission Systems, across and over the Property by means of all existing lanes, roads, routes, trails, or otherwise or by such route(s) as Company may construct from time to time. Upon request by Company and at no out-of-pocket expense to Owner, Owner will within forty-five (45) days after presentation execute a Transmission Easement agreement (which Company may record) that reflects the foregoing and includes the proper easement description.

2.2 Access Easement. For the Term, Owner grants Company, and the Company Personnel as Company may direct, a non-exclusive easement for ingress to and egress from the Systems (whether located on the Property or elsewhere) across, along, on, and over the Property by means of all existing lanes, roads, trails, or otherwise by such route(s) as Company may construct from time to time ("Access Easement"). The Access Easement will include the right to improve lanes, roads, routes, and trails. The Access Easement may be directly connected to roads or access easements on neighboring property. Upon request by Company and at no out-of-pocket expense to Owner, Owner will within forty-five (45) days after presentation execute an Access Easement agreement (which Company may record) that reflects the foregoing and includes the proper easement description.

Section 3. Matters relating to rights granted. In connection with the rights conveyed and granted under this Agreement, the Parties agree:

3.1 Owner review. Before the installation of Systems on the Property, Company will meet with Owner or with Owner's designated agent or representative to discuss the Proposed Locations and will consider

Owner's comments with regard to the Proposed Locations. Company will use reasonable efforts to install the Systems in locations consistent with Owner's comments; provided, however, Owner acknowledges and agrees Company will determine the locations of the Systems in its sole discretion and will not be obligated to install Systems in locations consistent with Owner's comments. Notwithstanding the foregoing, Company will not locate, place, or position any part of the Systems (excluding collection lines) (a) within a distance equal to one hundred ten percent (110%) of the height of the nearest WTG (height, as measured from the ground to the tip of the WTG's blade at its apex) from any residence existing on the Property (or existing on any adjacent real property owned by Owner) as of the Effective Date or (b) in any location that will interfere with any center-pivot irrigation systems located on the Property as of the Effective Date. After the Parties' initial meeting to discuss the Proposed Locations, Owner will not locate or move any irrigation systems or structures on the Property to any location that will interfere (as Company determines in its sole discretion) with the Operations. Company may locate collection lines no closer than the greater of (a) two hundred (200) feet from any residence on the Property or (b) one hundred (100) feet from any lawn or garden that is attached to any residence on the Property. The Parties will confirm the location or absence of residences and/or lawns or gardens as described in this Subsection at the Owner review meeting.

3.2 Roads. Company may Operate roads across, on, and over the Property for the transportation of equipment, material, tools, workers, and other items necessary or useful for the Operations (including the Operation of Systems located on the Property or otherwise). Subject to Subsection 3.1, the location of such access roads will be determined by Company in its sole discretion. Either Party may use the other's roads on the Property; provided such use does not unreasonably interfere with the other's operations and provided the Party using the other's roads promptly repairs any road damage it causes. Company shall use best practices to place roads in a manner that shall minimize disruption to Owner's current utilization of the Property. Owner acknowledges and agrees Company will, however, determine the locations of the Systems in its sole discretion.

3.3 Setback waiver. Owner consents to the location of Systems at any location on the Property and on any adjacent properties, including at or near the property lines (except as set forth in Subsection 3.1). Owner consents to and waives any restrictions relating to a WTG setback from any existing or occupied residence on the Property and/or from any property line (except as set forth in Subsection 3.1) or on any real property owned by Owner within one-quarter (1/4) mile from any WTG that is part of the Project, and/or from Project generated noise level production limits affecting the Property, as well as any other (present or future) setbacks or restrictions regarding the location of Systems (including WTGs) relative to any residence or other structure on the Property or on any real property owned by Owner within one-quarter (1/4) mile from any WTG that is part of the Project. If any law, ordinance, private agreement, restriction, or rule of any governmental agency, imposes setback requirements or otherwise restricts the location of any Systems on the Property, on any properties adjacent to the Property, or along or near property lines of the Property, Owner will, at no cost to Owner, cooperate with and use reasonable efforts to assist Company in obtaining waivers or variances from such requirements and will promptly upon request from Company execute all further documents evidencing Owner's agreement to the waiver of such setback requirements.

Section 4. Compensation.

4.1 Development Fee. Within thirty (30) days after the later of the Effective Date or Company's receipt of two (2) original copies of this Agreement and the Memorandum fully executed by Owner, and a completed and signed Form W-9 from Owner, Company will pay Owner (for the first year's Development Fees) one (1) year's Development Fee divided by three hundred sixty-five (365) multiplied by the number of days remaining in the calendar year in which the Effective Date occurs. Thereafter, on or before January 30 of each year during the Development Term until COD of the first Phase, Company will pay Owner the Development Fee. The Development Fee for a partial calendar year will be prorated based on the number of days elapsed during that calendar year, and Company may offset any unused portion of such fee against any future amounts Company owes Owner. The Development Fee will not be due after COD for the first Phase.

4.2 Intentionally Deleted.

4.3 Disturbance Fee. If due, Company will pay Owner the Disturbance Fee within thirty (30) days after COD of the applicable Phase. In the case of a subsequent increase in the MW of WTG(s) installed on the Property, Company will pay the applicable, additional Disturbance Fee within thirty (30) days after such WTG(s) start(s) producing electricity in commercial quantities. No additional Disturbance Fee will be due in the case of WTG replacement or repowering that does not increase the MW of WTG(s) on the Property. The Disturbance Fee constitutes full compensation to Owner for the Term and thereafter for removing from Owner's use the Disturbance Fee Compensated Property, for installation of the Systems (excluding only Transmission Lines) upon Disturbance Fee Compensated Property and for the damage to Disturbance Fee Compensated Property. No other amounts will be due Owner related to the installation of Systems (other than Transmission Lines) on the Disturbance Fee Compensated Property, the associated damages caused by such installation, or the loss of use of the Disturbance Fee Compensated Property. For the avoidance of doubt, the terms and conditions of Section 17.8 still apply with regards to the repair of damaged drainage systems and tile. Necessary repairs to drainage systems and tile as a direct result of Company's construction or operational activities are not covered by the Disturbance Fee referenced in this Section.

4.4 Operations Fee and Royalty Fee. If due, Company will pay Owner the greater of the following amounts, due on or before March 1 after the end of each year of the Operations Term, (a) the Operations Fee, which will be prorated for partial calendar years based on the number of days elapsed during any such partial calendar year or (b) the Royalty Fee.

4.5 Audit. At Owner's cost, one (1) time per calendar year during the Operations Term and by appointment during normal business hours scheduled no less than four (4) weeks in advance, Owner or its accountant (working on a non-contingent fee basis) may at Company's offices inspect the prior calendar year's utility statements Company received for the purpose of verifying the Royalty Fee (if any) due under this Agreement. This audit right is only available if for any part of the calendar year in question at least one (1) WTG was located on the Property. Information reviewed by Owner will be subject to the confidentiality provisions of this Agreement. If Owner's audit reveals an underpayment of more than five percent (5%), then Company will pay Owner's cost of the audit. If any underpayment is discovered, Company will pay such amount to Owner within thirty (30) days of receipt of notice from Owner.

4.6 Intentionally Deleted.

4.7 Transmission Fee. If due, Company will pay Owner the Transmission Fee within thirty (30) days after COD.

4.8 Crop damage. For crops destroyed or lost due to Operations, except as are covered by the Disturbance Fee and subject to the terms of Section 4.3, Company will pay Owner based on the following formula, but in no case will Company be required to pay more than a single, total crop loss in connection with any one (1) instance of Operations: unit price x unit yield per acre x acres damaged x 1.3 = damages. Unit price will be based on the average of the immediately previous March 1st and June 1st closing prices for December contracts for that crop (or November for soybeans) as listed on the Chicago Board of Trade or other equivalent trading market. Yield will be the average of the previous three (3) calendar years' yield according to Owner's records for the smallest parcel of the Property that includes the damaged area. If Owner does not have yield records available, the Parties will use FSA records for the county in which the Property is located or other commonly used yield information available for the area. The Parties will try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they will promptly have the area measured and extent of damage assessed by an impartial party, such as a crop insurance adjuster or extension agent. Payment will be made within thirty (30) days after Company receives notice from Owner, which will include a written report from the impartial party concerning the extent of damage and acreage affected, and detailing the amount due. In no case must Company pay more than a single, total crop loss in connection with any one (1) instance of related Operations on the Property (e.g. all activities related to a(n) expansion, inspection, repair, or repowering, even if requiring more than one (1) instance of access to the Property).

4.9 Proportionate reduction. If Owner did not as of the Effective Date or does not at any time during the Term own any part of the Property, then, in addition to all other remedies Company may have, Company may proportionately reduce all amounts due Owner under this Agreement; offset against any future amounts due Owner any amounts overpaid Owner; or, require reimbursement (within sixty (60) days after receiving notice from Company) of overpaid amounts.

4.10 Operations Term Compensation if no WTG. If at any time during the Operations Term there is no WTG on the Property or on any Related Property (as applicable if Related Property is listed in Exhibit C), then Company will pay Owner, as applicable, (a) if no underground collection lines or Transmission Lines are located on the Property an amount equal to Three Dollars (\$3.00) for each acre of the Property that is subject to this Agreement during such year, (b) if underground collection lines are located on the property, an amount equal to One Dollars (\$1.00) for each linear foot of underground collection lines located on the Property (provided, however, multiple lines contained in a single trench shall be treated as a single line for purposes for this clause (b)) and/or (c) if Transmission Lines are located on the Property an amount equal to Five Dollars (\$5.00) for each linear foot of Transmission Lines located on the Property. If any WTG is on the Property or on Related Property, then no amount will be due Owner under this Subsection. For purposes of this Subsection, on the first January 1 after COD for the first Phase and on each January 1 of each year thereafter during the Term, the amounts set forth in this Subsection will adjust based on the prior calendar year's percentage change in the Index, provided no such adjustment will exceed an increase of more than three percent (3%) in any one (1) year. If due, Company will pay Owner any amounts required to be paid under this Subsection on or before March 1 after the end of each year of the Operations Term. Amounts due under this Subsection for partial years will be prorated based on the number of days elapsed during any such partial year.

Section 5. Company covenants. Company covenants to Owner:

5.1 Agricultural activities. In connection with Operations on the Property, Company will take reasonable efforts not to unreasonably interfere with Owner's agricultural activities on the Property; provided, however, the Parties acknowledge and agree the Operations will affect Owner's activities on the Property, particularly during installation, maintenance, and repair, including preventing Owner's operations on the parts of the Property where Systems are located.

5.2 Compliance with law. During the Term, Company will comply in all material respects with all federal, state, and local laws, ordinances, rules, and statutes applicable to Development and/or Operations on the Property.

5.3 Gates. Company will promptly close and secure all gates it passes through in connection with the Operations, except as otherwise necessary during installation, maintenance, and repair of the Systems. At Owner's request, Company will lock all gates using locking devices reasonably acceptable to Owner, except as otherwise necessary during installation, maintenance, or repair. If Company must cut an opening in an existing fence, Company will install a gate and/or cattle guard as reasonably requested by Owner. Owner will receive a copy of all codes, keys, or other mechanisms necessary to open any locking devices installed on gates or guards used or installed by Company, and Owner will provide Company with a copy of all codes, keys, or other mechanisms necessary to open any locking devices installed by Owner.

5.4 Hazardous materials. If Company disposes of, places, or releases Hazardous Material in or on the Property and that disposal, placement, or release results in contamination of the Property in violation of any applicable Environmental Laws, then Company will remediate that portion of the Property to the extent ordered by a governmental authority with jurisdiction. Owner acknowledges Company has disclosed to Owner that in connection with the Operations Company will use limited quantities of Hazardous Materials, at all times in compliance with Environmental Laws.

5.5 Liens. During the Term, Company will keep the Property free and clear of any mechanics' or materialman's liens that result from the Operations on the Property; if any such lien is filed, Company will, within sixty (60) days after it receives notice of the filing, either, in its sole discretion, bond around the lien or establish appropriate reserves for satisfaction of the lien, or otherwise remove the lien pursuant to

applicable law. Provided it bonds around a lien or establishes appropriate reserves, Company may engage in legal proceedings challenging the lien(s). Owner will immediately notify Company if it becomes aware of any liens filed against the Property.

5.6 Restoration; weed control. After completing any construction, maintenance, repair, or decommissioning on the Property, Company will (a) use commercially reasonable efforts to restore the disturbed portion of the Property (excluding System sites, except in the case of decommissioning) to a state reasonably-similar to its pre-construction condition, including reseedings such area(s) (excluding roads and WTG sites, and not to exceed three (3) reseedings) with native grasses and/or natural vegetation and (b) remove its debris, personal property, and waste. After COD for the first Phase, Company will use commercially reasonable efforts to control weeds on the Property resulting from the Operations.

5.7 Taxes and utilities. During the Term, Company will (a) pay all taxes directly attributable to Systems installed on the Property and (b) pay or reimburse Owner for any increase in real property taxes levied against the Property as a result of Systems installed on the Property or attributable to a reclassification of the Property because of this Agreement. It is a condition to Owner's right to payment or reimbursement under this Subsection that Owner submit the tax bill to Company within twenty (20) days after Owner receives it from the taxing authority. Company may pay its portion of the taxes directly to the taxing authority. At no cost to Owner, Owner and Company will jointly use reasonable efforts to cause the Property not to be reclassified from its classification as of the Effective Date. At no cost to Owner, Company and Owner will use reasonable efforts to cause the assessor for the jurisdiction in which the Property is located to issue a separate parcel number for the Systems and to issue separate tax bills to Owner and Company. With respect to taxes for which it is responsible, Company may contest the validity and/or amount of those taxes; provided that if those taxes create a lien on the Property, then Company may only contest them if the proceeding in which it contests them operates to prevent or stay their collection or Company removes the lien by bonding or otherwise. At no cost to Owner, Owner will reasonably assist Company in contesting the validity or amount of any such contested taxes, including joining any protest or pleading Company deems advisable. During the Term, Company will pay all charges for utilities it uses on the Property.

5.8 Collection lines. Company will use reasonable efforts to bury any collection lines installed on the Property, except: as necessary to interconnect the Project; as necessary to cross obstructions (e.g. ditches, pipelines, roads, structures, or underground utilities); as may be required by any environmental or wildlife requirement, law, order, permit, regulation, or rule; as may be required by any cooperative or utility; as may be necessary (as Company determines in its reasonable discretion) due to soils conditions; or, as may be recommended/required by applicable codes, guidelines, or standards.

Section 6. Owner covenants, representations, and warranties. Owner covenants, represents, and warrants to Company:

6.1 Brokers. Except for counsel, Owner has had no consultations, dealings, or negotiations with any broker in connection with this Agreement. No commissions, finders' fees, or other charges are due any agent, broker, or other party in connection with the execution or negotiation of this Agreement or any development associated with this Agreement.

6.2 Owner Interests; Non-Disturbance Agreements; taxes and utilities.

(a) Owner will not permit the Property to be burdened or encumbered by any Interests, except for those Interests: (i) expressly authorized by this Agreement or are of record as of the Effective Date; (ii) consented to in writing by Company in advance; or, (iii) that exist as of the Effective Date and that are listed in Exhibit B. With respect to Interests described in parts (i) and (iii) of this Subpart, and at no out-of-pocket expense to Owner, Owner will use commercially reasonable efforts to obtain for the benefit of Company a non-disturbance agreement (in a form and containing provisions acceptable to Company) from each holder of an Interest (recorded or unrecorded), providing, as Company may require, that the Interest holder: (A) not disturb or interfere with Company's interests or rights under this Agreement; (B) subordinates its rights to Company's rights under this Agreement; (C) not terminate its non-disturbance agreement with Company

so long as this Agreement is in force; and, (D) give Company notice of any Owner default in connection with its Interest.

(b) As a condition to its consent to any Interest Owner wants to grant in the Property after the Effective Date, Company may require the Interest holder execute a non-disturbance agreement.

(c) Owner will pay as and when due all amounts Owner (or any person acting on behalf of, by, or through Owner) owes for or in connection with any assessments, deeds of trust, Interests, mortgages, services, taxes, or utilities related to the Property and/or that may create an Interest in the Property, and Owner will satisfy all non-monetary obligations of Owner associated with such matters. If Owner fails to meet these obligations, then Company may (but will have no obligation to) pay such amounts (Company will when possible give Owner notice before paying such amounts) and/or perform such obligations. In the case of such payment or performance by Company, Owner will, within sixty (60) days after notice from Company, reimburse Company for the amount of such payment and/or the cost of such performance, or, at Company's option, Company may offset the amounts paid or costs incurred against sums to be paid Owner under this Agreement.

(d) As of the Effective Date, there are no defaults with respect to any assessment(s), deed(s) of trust, interest(s), mortgage(s), services, taxes, or utilities related to the Property.

(e) No deed of trust or mortgage related to the Property, recorded or otherwise, includes a "due on encumbrance" or similar clause or requires the permission of the holder of such deed of trust or mortgage for Owner to enter into this Agreement.

(f) Notwithstanding any provision of this Agreement to the contrary, no part of this Agreement will prohibit Owner from mortgaging in the future all or any part of the Property; provided, however, such mortgage will be subject and subordinate to this Agreement and provided further that Owner will use commercially reasonable efforts, at no out-of-pocket expense to Owner, to obtain from its mortgagee and for the benefit of Company a non-disturbance agreement if requested by the Company.

(g) The Property is not subject to any real property tax exemption that could result in any roll back or retroactive taxes being assessed against it.

6.3 Hazardous Materials; spraying.

(a) There are no, and during the Term will be no, abandoned wells, Hazardous Materials (except for incidental quantities customarily used for agricultural purposes), solid waste disposal sites, or underground storage tanks on the Property.

(b) The Property is not, and during the Term will not be, in violation of any Environmental Law.

(c) The Property is not subject to, and Owner has no notice of, any administrative or judicial action, investigation, or order in connection with any Environmental Law.

(d) As between Company and Owner, Owner will be responsible for removing or otherwise remediating any Hazardous Materials or underground storage tanks existing on the Property as of the Effective Date to the extent required by applicable law.

(e) In the case of a breach of this Subsection, Owner will defend, hold harmless, indemnify, and protect the Company Personnel from and against any and all Claims (defined below) based on such breach that arise during or after the Term. For avoidance of doubt, and for purposes of this Subsection, Claims include Claims related to: contamination, nuisance, pollution, spill, or other effect on the environment; any cleanup, detoxification, investigation, monitoring, repair, or treatment of the Property; and, the implementation and preparation of any closure plan, remediation plan, or other required action in connection with the Property.

(f) At least twenty-four (24) hours prior to any scheduled aerial application of agricultural chemicals on the Property, Owner shall provide Company with written notice of the planned location and timing of any aerial application of agrochemicals, as well as a list of agrochemicals that will be spread on the Property. This information will allow Company to protect its employees and contractors from exposure to potentially hazardous chemicals and to properly respond to inadvertent exposure. Additionally, the Owner and its contractors shall store, mix and apply herbicides, pesticides and fertilizers (including, without limitation, agrochemicals) in accordance with the manufacturer's instructions and in compliance with applicable Law (including Environmental Law). In the event that Owner will utilize aerial spraying (crop dusting), Company will provide a two (2) hour window of day-light time during which the Wind Turbines located on a particular property will be turned off to facilitate safer flying. The Owner, Company and the crop duster company engaged by Owner shall work together to coordinate this time, to the end of avoiding, to the maximum extent commercially feasible, shutting down of groups of physically contiguous turbines. To the extent commercially feasible, Owner shall be flexible as to time and date of such requests so as to avoid shutting down of portions of the Project during periods of peak demand for electric generation.

(g) Owner will promptly notify Company of any action, claim, or investigation involving Owner and/or the Property related to any Hazardous Materials or Environmental Law.

6.4 Hunting. Owner reserves the right to hunt or to allow its invitees and licensees to hunt on the Property, provided such hunting is done in a safe manner and does not interfere with the Development or Operations, damage any Systems, or endanger or injure any Company Personnel or their property. If Owner authorizes hunting, Owner will defend, hold harmless, indemnify, and protect the Company Personnel from any such damage, injury, or interference caused by such hunting. Notwithstanding the foregoing, Owner will not permit hunting during construction, maintenance, or repair of Systems. Owner will include this Subsection of this Agreement in all agreements granting hunting rights on the Property or on any of Owner's adjacent property. Owner will notify Company at least forty-eight (48) hours before hunting (whether by Owner or its invitees or licensees) on the Property.

6.5 Impact of Systems. Owner acknowledges and understands Systems (whether on the Property, or elsewhere) may overhang the Property, cast shadows or flicker onto the Property, impact the view from, of, and on the Property, and/or otherwise cause visual effects and may also cause or emit air turbulence, electromagnetic fields, frequency interference, noise, stray voltage, vibration, and wake and other effects common to renewable energy projects. For the Operations Term, Owner authorizes and consents to the cause and generation of such effects and waives any and all claims of any kind, nature, or type related to such effects and releases and will hold harmless the Company Personnel from and against any such claims. Owner will not assert the Systems (whether on the Property, or otherwise) or their related effects constitute a nuisance, and Owner will not bring an action or claim (a) asserting the Systems or their effects constitute a nuisance or (b) based on any of the effects described in this Subsection. Owner recognizes the need to exercise extreme caution when in the area of any Systems and the importance of respecting fences, gates, rules, signage, and other safety measures Company requires. Owner will respect such measures at all times and will cause its agents, contractors, employees, invitees, licensees, and permittees to do the same.

6.6 Lien waiver. Owner waives any and all lien rights it may now or later have in the Systems.

6.7 Mineral development, etc. Owner reserves the right to develop the minerals, if any, owned by Owner on the Property, provided such development (including any drilling or mining) does not, as Company determines in its sole discretion, interfere with Company's use (actual or as anticipated by this Agreement) of the Property and does not diminish the amount of land surface of the Property available for the Operations. Owner will include as a term and condition to any conveyance on or after the Effective Date of any interest in the mineral estate in the Property, including any mineral lease (but the following will bind such parties and their assigns and successors irrespective of whether such conditions and terms are expressly so included), that any owner of any mineral interest in the Property will (a) use the surface of the Property only in a manner that reasonably accommodates Company's surface use (actual or as anticipated by this Agreement) as described in this Agreement and with due regard for the rights of Company with respect to the surface use, (b) use only such surface of the Property as necessary to avoid impairment of Company's actual or anticipated surface use as described in this Agreement, and (c) limit any drilling,

mining, or other activity on those areas of the surface of the Property that are not closer to any System or proposed System than the greater of (i) twenty (20) times the height of the tallest of any such well, building or other structure, or (ii) six hundred (600) feet, or (iii) (as applicable) five (5) rotor diameters (based on the average rotor diameter for all WTGs installed in the Project). Furthermore, If Owner has any right to control, determine, prohibit, or select the location of sites for drilling, exploitation, exploration, and/or production of gravel, hydrocarbons, minerals, or water or any other similar resource in, to, or under the Property, then Owner will exercise such right so as not to interfere with the Development or Operations.

6.8 No adverse claims or circumstances related to the Property. To the best of Owner's knowledge, there are no pending or threatened condemnation or similar proceedings, administrative proceedings, claims, lawsuits, legal proceedings, or any other matters related to the Property that could reasonably be expected to have an adverse effect on Owner's ownership of the Property or on the ability to perform Development or Operations for the duration of the Term, and no circumstances exist that could reasonably be expected to limit or interfere with the Development or Operations for the duration of the Term. Except as listed in Exhibit B, neither the Property nor any other property of Owner (or of any affiliate or entity controlled in whole or in part by Owner) is as of the Effective Date subject to a wind energy access agreement, wind energy cooperation agreement, wind energy easement, wind energy lease, wind energy option, or similar wind energy agreement, and neither Owner nor any affiliate or entity controlled in whole or in part by Owner, or which Owner controls in whole or in part, has entered such agreement at any time before the Effective Date. Owner will immediately notify Company of any matters described in this Subsection (threatened or otherwise) of which Owner becomes aware. There are no contractual or real property restrictions limiting or prohibiting the development of the Property as contemplated by this Agreement. The development and/or wind rights associated with the Property have not been severed from the Property. Neither Owner nor any Owner affiliate is a party to a wind or solar easement covering any other property owned by Owner or such affiliate.

6.9 Quiet enjoyment; no interference. Except for any Owner development expressly authorized by this Agreement, for the Term, Company will have the exclusive right to convert, evaluate, and measure all of the wind resources of the Property, and will have the exclusive quiet use and enjoyment of the Property in accordance with the terms of this Agreement, without any claim, disturbance, interference, or suit of any kind by Owner or any party claiming by or through Owner. Owner will not use and will not allow use of the Property for any purpose that in any way interferes with the wind flow across the Property (whether the wind flow is for any WTG(s) on the Property or for any other WTG(s) not on the Property but which are part of the Project) and will not take or permit any action on or off the Property that interferes with or is incompatible with the Development or Operations. Owner may rebuild, reconstruct, or replace any improvement or tree in existence on the Property on the Effective Date in the same or substantially the same form and location as such improvement or tree existed on the Effective Date, and Owner may construct, locate, rebuild, or replace any new improvement(s) or tree(s) on the Property, provided that any such improvement(s) or tree(s) will not: (a) interfere with or impair the free, natural, and unobstructed accessibility, availability, direction, flow, frequency, or speed of wind across or over the Property (whether the wind flow is for any WTG(s) on the Property or for any other WTG(s) not on the Property but which are part of the Project); (b) interfere with or obstruct the Operations (whether on the Property, or elsewhere); (c) impede or obstruct Company's access to the Systems on or off the Property; or, (d) be within a distance equal to one hundred ten percent (110%) of the height of the nearest WTG (height, as measured from the ground to the tip of the WTG's blade at its apex) to any existing or contemplated Systems. Except as may be otherwise expressly provided for in this Agreement, under no circumstances during the Term will Owner: (i) build, construct, or locate or allow others to build, construct, or locate any power generation or energy storage equipment (including Systems) on the Property; or, (ii) grant any third party any rights to develop or evaluate the Property for solar or wind energy generation purposes, even if such grant is in the nature of a conditional or contingent (e.g. contingent on termination of this Agreement) agreement, easement, lease, or option. Owner will promptly notify Company of any planned, new irrigation systems (e.g. pivots), residences, or other structures to be installed or located on the Property after the Effective Date or of any plans to move any irrigation systems, residences, or other structures located on the Property before the Effective Date. Owner will not during the Term grant any real property restrictions limiting or prohibiting the development or use of the Property as contemplated by this Agreement, and Owner will not during the Term

sever or attempt to sever the wind rights from the Property or transfer the revenue to be paid Owner under this Agreement.

6.10 Requirements of governmental agencies; cooperation. Owner authorizes Company to obtain and will assist and fully cooperate with Company, at no out-of-pocket expense to Owner, in complying with or obtaining any building permits, land use permits and approvals, tax-incentive or tax-abatement program approvals, environmental or wildlife impact reviews and studies, grants, or any other permits or approvals (including rezoning or waivers or variances) Company deems appropriate or required for the development or financing of the Project or the Development or Operations, including execution of applications for such approvals or permits if required. In connection with any applications for such approvals, Owner will, at Company's request, support such application at any administrative, judicial or legislative level. Owner will not oppose any such applications. If Owner leases other property within the anticipated Project area (such as from a private third party or from a state land office, state land board, or state land trust), and to the extent Owner's consent to development on that other property is required, then Owner will grant consent to the development of the Project on such other Property.

6.11 Resources on the Property. If Company requests that Owner supply it with caliche, gravel, soil, water, or other Owner resources on or under the Property for purposes of the Operations, and if such resources are available and not required for Owner's operations (as Owner determines in its sole discretion), Owner may supply Company with such resources at fair market value.

6.12 Title to Property. As of the Effective Date and as of the date of Owner's delivery of the Agreement and Memorandum (defined below), Owner owns the entire Property in fee simple, subject to no Conservation Program or unrecorded Interests, except as listed by Owner in Exhibit B. Owner and each person signing this Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Agreement and to grant Company the interests and rights granted in this Agreement. Owner is not a member of a wind energy association or similar cooperative organization. This Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms. All persons having any ownership or possessory interest in the Property (including spouses) have signed this Agreement. Each spouse signing this Agreement (or any spousal joinder in connection with this Agreement) agrees any rights of community property, contribution, dower, homestead, and the like will be subject and subordinate to this Agreement and the rights granted by this Agreement. Owner (and each spouse signing this Agreement or any spousal joinder in connection with this Agreement) releases and waives all rights under and by virtue of any applicable homestead exemption laws as to the rights granted under this Agreement. Owner has obtained all necessary approvals, authority, consents, and/or resolutions from all entities or persons that have any interest in all or part of the Property and/or whose authority, approval, consent, or resolution is required and will give Company original copies of such authority, approvals, consents, and/or resolutions promptly upon request from Company.

Section 7. Conservation Program. If any part of the Property is subject to any Conservation Program, then the following will apply.

(a) If Development or Operations will require release/removal of part of the Property from the Conservation Program and/or approval/authorization to perform the Development or Operations from those administering the Conservation Program, then Company will in its discretion determine whether Owner will pursue such release/removal and/or approval/authorization.

(b) If, in its sole discretion, Company elects that Owner seek release/removal of all or part of the Property from the Conservation Program, then Company will also in its discretion determine the particular part(s) of the Property (including the size and location of each such part) for which release/removal will be sought; provided, however, Company will not require release/removal of a number of acres equal to the greater of (i) fifteen (15) acres per Conservation Program agreement or (ii) twenty percent (20%) of the acres of Property subject to a Conservation Program agreement.

(c) Irrespective of whether release/removal and/or approval/authorization is sought, Owner will fully cooperate with the Company-designated course(s) of action, which cooperation will include: (i) support for

the course of action; (ii) prompt execution of all amendments, consents, contracts, documents, instruments, letters, and/or waiver request(s), the form and substance of which Company will determine in its sole discretion, related to the course of action; and, (iii) participation in any conference(s), hearing(s), and/or meeting(s) related to the course of action.

(d) Owner's involvement in the release/removal or approval/authorization described in this Subsection will be at no out-of-pocket expense to Owner.

(e) If Owner, as a result of a release/removal and/or approval/authorization as described in this Subsection, is assessed costs, fees, fines, and/or penalties, then Company will within forty-five (45) days after presentation by Owner of documentary evidence of such amount(s) reimburse Owner for such amount(s), provided the Property was subject to the Conservation Program as of the Effective Date and provided further Owner listed the Conservation Program and the part of the Property subject to the Conservation Program in Exhibit B. If Company is required to reimburse Owner pursuant to this Subpart, then Company may offset such amount(s) reimbursed Owner against future amounts to be paid Owner under this Agreement, but only if one (1) or more WTG(s) is/are installed on the Property and/or on any Related Property.

(f) If the release/removal of all or part of the Property from a Conservation Program agreement results in a loss of future payments to Owner under the Conservation Program and there is no WTG installed on the Property or on any Related Property, then Company will reimburse Owner for that lost revenue for the balance of the Conservation Program term, which payments Company will make as and when they would be due Owner under the subject Conservation Program agreement. If Company installs one (1) or more WTG(s) on the Property or on any Related Property, then Company will have no obligation to reimburse Owner for any lost revenue as described in this Subpart.

(g) By this Subparagraph of this Section, Owner further authorizes that upon presentation by Company of the cover page of this Agreement, this Section of this Agreement, Owner's signature page to this Agreement, and Exhibit A to this Agreement, any division or office of any local, state, or federal agency (e.g. USDA or FSA) may disclose information to Company relative to any Conservation Program agreement(s) that pertain(s) to the Property.

Section 8. Indemnity and insurance.

8.1 Indemnity. Each Party (an "Indemnifying Party") will defend, hold harmless, indemnify, and protect the other Party and such other Party's affiliates, agents, contractors, directors, employees, invitees, licensees, Lenders, members, mortgagees, officers, partners, permittees, suppliers, and vendors (each an "Indemnified Party") against any and all actions, claims (including those for death, disease, personal injury, or sickness and for damage to personal or real property (including drain tile), costs, damages (economic and non-economic), deficiencies, expenses (including reasonable attorney fees, consultant fees, investigation and laboratory fees, court costs, and litigation expenses), fines, liabilities (including sums paid in settlement) losses, penalties, proceedings, and suits, including reasonable attorneys' fees ("Claims"), resulting from or arising out of (a) any actions of the Indemnifying Party or the Indemnifying Party's agents, contractors, employees, invitees, licensees, or permittees, on the Property, (b) any negligent act or negligent failure to act on the part of the Indemnifying Party or the Indemnifying Party's agents, contractors, employees, invitees, licensees, or permittees, or (c) any breach of this Agreement by the Indemnifying Party; provided, however, the Indemnifying Party will not be liable to the Indemnified Party for consequential damages (such as, but not limited to loss of profits, rent, or business opportunities) or exemplary or punitive damages that may be claimed by the Indemnified Party. The foregoing limitation on consequential damages will not apply to the extent of an Indemnifying Party's liability for consequential damages to a third party and for which the Indemnifying Party is liable under this Subsection. The indemnification obligations described in this Subsection will not apply to claims, damages, expenses, losses, and other liabilities to the extent caused by any act or omission on the part of the Indemnified Party. If Owner consists of two (2) or more persons, then the indemnity obligations under this Agreement of these persons will be joint and several.

8.2 Insurance. Company will maintain commercial general liability insurance covering the Operations on the Property and will cause Owner to be added as an additional insured. Such coverage will have a minimum combined occurrence and annual limit of not less than five million dollars (\$5,000,000.00) during the Development Term and ten million dollars (\$10,000,000.00) during the Operations Term, provided that such amount may be provided as part of an excess or blanket policy covering other properties. Company will supply Owner with certificates or other evidence of this insurance as Owner may reasonably request.

Section 9. Assignment; Lender Protection.

9.1 Assignment. Company, any assignee, and any assignee of an assignee ("Assignee") will have the right, without having to secure Owner's consent or first give Owner notice, to do any of the following, conditionally or unconditionally, with respect to all or part of this Agreement, the Property, the Systems, or any interests in this Agreement, the Property, and/or the Systems ("Leasehold Estate"): (a) finance, mortgage, securitize, use as credit support, or otherwise encumber the Leasehold Estate; (b) grant to one or more entities or persons coaseasements, licenses, subseasements, subleases, or similar rights (however denominated) in or to the Leasehold Estate; (c) assign, convey, lease, sell, or transfer the Leasehold Estate to (i) any entity or person that controls or is under the control of or in common control with Company or an Assignee or (ii) a third party. Company or an Assignee that has assigned an interest under this Subsection will give notice of such assignment (including the address of the Assignee for notice purposes) to Owner; provided, however, failure to give such notice will not constitute a default under this Agreement or affect the validity of the assignment but rather will only have the effect of not binding Owner with respect to the assignment until such notice has been given Owner. Any notice required to be given Owner as set forth in this Section will be given promptly and in writing.

9.2 Assignee obligations. An Assignee will be liable under this Agreement starting on the date such Assignee takes actual, physical possession of the Property, at which time the related assignor will be released from any obligations under this Agreement related to the part of the Leasehold Estate assigned and that accrue thereafter.

9.3 Right to cure. To prevent termination of this Agreement or of any partial interest in this Agreement, Company (or any Assignee) will have the right at any time before the effective date of termination to cure the default. If Company or an Assignee holds an interest in less than all of the Leasehold Estate, any default under this Agreement will be deemed remedied, as to any such partial interest, and Owner will not disturb such partial interest, if Company or the Assignee, as the case may be, cures its pro rata portion of the default.

9.4 Mortgage. Company or any Assignee may from time to time hypothecate, mortgage, or pledge all or any part of its interests in the Leasehold Estate (the grantee of such interests a "Lender"). And a Lender, without requirement for consent of or notice to Owner, may assign, convey, lease, sell, or transfer all or part of such interests. A Lender or its assign(s) may enforce its lien and acquire title to the Leasehold Estate in any lawful way and, pending foreclosure of its lien, the Lender may take possession of the Leasehold Estate and operate all or part of the Systems, and perform all or part of the obligations due Owner under this Agreement. Upon foreclosure of its lien, by acquisition of the Leasehold Estate through deed in lieu of foreclosure, judicial foreclosure, or power of sale, or otherwise, the Lender may, upon notice to Owner, assign, convey, lease, sell, or transfer the Leasehold Estate. A Lender acquiring the Leasehold Estate (and/or any entity or person acquiring the Leasehold Estate from a Lender) will perform the obligations imposed on Company by this Agreement during the period for which the Lender (or other entity or person) owns the Leasehold Estate or possesses the Property.

9.5 Lenders' rights.

(a) Each Lender will have the right, but not the obligation, without the payment of any penalty, to (i) make any payments due under this Agreement, and (ii) do any other act or thing that may be necessary or appropriate in connection with this Agreement. All payments made and things done by a Lender will be as

effective to cure or prevent any default under this Agreement as if they had been done, made, and performed by Company, and Owner agrees to accept such cure, payment, and performance.

(b) Owner agrees for the benefit of each Lender to not, without the prior written consent of such Lender (which consent will be given or withheld on the basis of the documents governing the relationship between the Lender and Company): (i) amend or modify, or take any action accepting, causing, or consenting to the amendment or modification of this Agreement, if such amendment or modification would reduce the remedies or rights of any Lender or impair or reduce the security for any lien held by such Lender; or, (ii) cancel, suspend, or terminate, or take any action accepting, causing, or consenting to the cancellation, suspension, or termination of this Agreement. For avoidance of doubt, this Subsection will not be interpreted to affect Owner's right to terminate in the case of a Company default that Company does not cure (as the Company cure rights are prescribed in this Agreement) and that any Lender(s) also does not cure (as the Lender cure rights are prescribed in this Agreement).

(c) As a precondition to exercising any rights or remedies for any alleged default under this Agreement, Owner will give notice of the default to each Lender simultaneously with its delivery of such notice to Company, specifying in detail the alleged default and the required remedy. If Owner gives any such notice, the Lender will have the same period after receipt of the notice as is given Company to cure the default plus, in each instance, an additional sixty (60) days, which sixty (60) days will be extended for the time reasonably required to complete such cure, including the time required for the Lender to perfect its right to cure such default, such as by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Lender acts with continuous and reasonable diligence.

(d) If this Agreement is terminated by Owner on account of any default, or if this Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, then Owner will give prompt written notice of that termination or rejection to each Lender. Owner agrees, upon notice to Owner from any Lender within sixty (60) days after that Lender receives notice from Owner, to execute and deliver to that Lender or its nominee, a new agreement/lease of the Property, which will (i) be for a term equal to the remainder of the Term before giving effect to the rejection or termination, (ii) contain the same agreements, conditions, covenants, limitations, provisions, and terms as this Agreement (except for any requirements that have been fulfilled before the rejection or termination), (iii) enjoy the same priority as this Agreement over any encumbrance, lien, or other interest in the Property, and (iv) include that portion of the Systems in which Company had an interest on the date of the rejection or termination. The Lender will pay Owner, simultaneously with the execution of such new agreement/lease, all unpaid monetary charges due Owner under this Agreement (and for which Owner has given Lender timely notice), all amounts the Lender reasonably calculates as being due through the date of commencement of the term of such new agreement/lease, as well as all actual, documented (by notice from Owner to the Lender with documentary substantiation), reasonable expenses, including reasonable attorneys' fees, court costs, and disbursements, incurred by Owner in connection with the underlying default and the termination of this Agreement. The Lender will within sixty (60) days after execution of the new agreement/lease reimburse the actual, documented, reasonable costs and fees Owner incurs in connection with the execution of the new agreement/lease (which amount will not be subject to the reimbursement limitation set forth in Subsection 16.21). After execution of the new agreement, the Lender will start and diligently proceed to cure all non-monetary defaults that reasonably can be cured by the Lender. From the effective date of the termination or rejection until the execution and delivery of the new agreement/lease, such Lender (or its designee) obtaining the new agreement/lease may enjoy and use the Leasehold Estate, without hindrance by Owner or any person claiming by, through, or under Owner, provided that all of the conditions for a new agreement as set forth in this Section are complied with.

(e) As long as there is a Lender, neither the bankruptcy nor the insolvency of Company will alone operate to terminate, nor permit Owner to terminate, this Agreement.

(f) If Company or any Lender is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy, insolvency, reorganization, or other debtor-relief proceeding, from obtaining possession of all or part of the Property or Systems in order to cure a default or from commencing or prosecuting foreclosure or other appropriate proceedings, then the times

for commencing or prosecuting such foreclosure or other proceedings will be extended for the period of such prohibition; provided, however, Company or an Assignee or such Lender will have cured any monetary obligations of Company and will thereafter continue to satisfy such monetary obligations. Lenders will have the absolute right (but not the obligation) to do any act or thing required to be performed by Company or an Assignee under this Agreement, and any such act or thing performed by a Lender will be as effective as if performed by Company.

(g) During any period of possession of the Property by a Lender (or a receiver requested by the Lender) and/or during the period of any foreclosure proceedings instituted by a Lender, the Lender will pay or cause to be paid the monetary charges payable by Company that have accrued and are unpaid at the start of such period and those that accrue during such period. Following acquisition of Company or an Assignee's interest under this Agreement by the Lender or its assignee or designee as a result of foreclosure or assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement will continue in full force and effect and the Lender or party acquiring the Leasehold Estate will start performing all of Company or the Assignees' obligations under this Agreement arising thereafter. Any default not reasonably susceptible of being cured by the Lender or party acquiring title to the Leasehold Estate will be, and will be deemed to have been, waived by Owner upon completion of the foreclosure proceedings or acquisition of Company or the Assignee's interest in this Agreement by any purchaser (who may, but need not be, the Lender) at the foreclosure sale, or who otherwise acquires the Leasehold Estate from the Lender or by virtue of a Lender's exercise of its remedies. No such purchaser, or successor to such purchaser, will be liable to perform obligations imposed on Company or an Assignee by this Agreement incurred or accruing after such purchaser or successor no longer has ownership of the Leasehold Estate or possession of the Property.

(h) Nothing in this Section will be construed to extend this Agreement beyond the maximum permitted time-period of the Term or to require a Lender to continue foreclosure proceedings after a default has been cured. If the default is cured and the Lender discontinues foreclosure proceedings, this Agreement will continue in full force and effect.

(i) No payment made to Owner by any Lender will constitute an agreement that payment was due or be deemed a waiver of the Lender's rights with respect to any improper, mistaken, or wrongful demand or notice with respect to such payment.

(j) Owner will execute such estoppel certificates (certifying as to such matters as Company, an Assignee, or a Lender may reasonably request, including that no default exists under this Agreement) and/or consents to assignment and/or non-disturbance agreements (including regarding other property as to which Owner or its affiliates may have lease, use, or other rights) as Company or any Lender may reasonably request from time to time.

(k) Upon the reasonable request of any Lender or Company, Owner and Company will amend this Agreement to include any provision that may be reasonably requested by the Lender for the purpose of implementing the terms and conditions of this Agreement or of preserving the Lender's security interest, at no out-of-pocket cost to Owner; provided, however, no such amendment will cause a material change to Owner's obligations or rights under this Agreement.

9.6 No merger. There will be no merger of this Agreement, or of the interests created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or any such interests may be held, directly or indirectly, by or for the account of any person or persons who will own the fee estate or any interest in it, and no such merger will occur unless and until all persons at the time having an interest in the fee estate in the Property, and all persons (including Lenders) having an interest in or under this Agreement and any portion of the fee estate will join in a written instrument effecting such merger and will duly record the same.

9.7 Separability. Company may divide the Property between two or more separate collections of associated Systems Operated on the Property or elsewhere as an integrated energy generating and delivery system. If Company elects to divide the Property, Owner will, within thirty (30) days after request

from Company, and without demanding any additional consideration, bifurcate this Agreement and the rights granted in this Agreement by entering into and delivering to Company one (1) or more stand-alone new agreements (which will supersede and replace this Agreement) that provide Company with separate estates in different portions of the Property, as designated by Company. Each such new agreement will: (a) specify the portion(s) of the Property to be covered by it; (b) contain the same conditions and terms as this Agreement (except for any requirements that have been fulfilled by Company or any other entity or person before the execution of the new agreement(s), and except for any modifications that may be required to ensure each Party's combined obligations under such new agreements do not exceed the obligations under this Agreement); (c) be for a term equal to the remainder of the Term of this Agreement; (d) contain a grant of access, communications, transmission and other rights for the benefit of each of the bifurcated estates, covering the portion(s) of the Property outside the benefited estate in each case as Company may designate; (e) require payment to Owner of only acreage-proportionate Development Fees (which under the new agreement(s) will in the aggregate not exceed the amount(s) due under this Agreement); and, (f) enjoy the same priority as this Agreement over any encumbrance, Interest, or lien against or in the Property. Further, notwithstanding any other provision of this Agreement, (i) in the case of any uncured default under any new agreement(s), that default will not affect, or cause a termination of, this Agreement or any other new agreement(s) or any rights or interests granted under this Agreement or any other new agreement(s), and (ii) in the case of a termination of any new agreement(s), this Agreement and any other remaining new agreement(s) and all rights granted under this Agreement and any other remaining new agreement(s), including all rights affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), will remain in full force and effect without any further compensation due Owner.

Section 10. Condemnation. If condemnation or eminent domain proceedings are started against all or any part of the Property (or against other property that is part of the Project) and the proposed use and taking of such Property would adversely affect or prevent the Operations, as Company determines in its sole discretion, the Parties will either amend this Agreement to reflect any necessary change to the Property or relocation of the Systems that will preserve the benefit and value of the Agreement to Company, or, at Company's option, this Agreement will terminate in which event neither Party will have any further obligations to the other under this Agreement. All payments made on account of a taking and that relate to Owner's fee interest in the Property (valued as if no Systems were on the Property) will be Owner's property. Company will be entitled to the part of the award equal to the sum of the costs of relocating or removing the Systems, plus the amount paid for the loss of any such Systems, plus any value assigned to the use of the Property pursuant to this Agreement (based on the full Term, including renewals, without regard to termination caused by the taking), plus its lost revenue. Also, with respect to any condemnation proceedings within the scope of this Subsection: a) Company may participate in such proceedings; b) upon request from Company, Owner will provide Company with copies of any document(s) and/or pleading(s) filed in such proceedings; and, c) Company may intervene in any such proceedings.

Section 11. Termination.

11.1 Company's right to terminate. Company may terminate this Agreement or any of its rights under this Agreement, as to all or any part of the Property or as to all or any of its rights, at any time and/or for any reason, effective upon notice to Owner from Company. As applicable, Company will deliver Owner the required Lender consent. Notwithstanding the foregoing, if the Company terminates this Agreement as to only part of the Property during the Development Term, Company shall continue paying Development Fee to Owner as if the acreage of the Property was 903.24 acres, i.e. the same acreage that existed prior to the Company's partial termination.

11.2 Owner's right to terminate. Subject to Subsections 9.5 and 16.12, Owner may terminate this Agreement only in the case of an undisputed monetary default to Owner under this Agreement by Company that remains uncured after ninety (90) days' notice from Owner detailing the default. In the case of a disputed monetary default, Company may stay the cure period prescribed in this Subsection by: (a) before the expiration of the prescribed cure period, (i) paying Owner the amount it does not dispute and (ii) giving Owner notice of its intent to exercise its rights under this Subsection; (b) starting, within the prescribed cure period, dispute resolution proceedings (as prescribed by this Agreement, except that attempted amicable

resolution will not be required); (c) diligently continuing such proceedings to resolution; (d) paying Owner any amount, plus interest, ordered to be paid within sixty (60) days after the court issues its final order; and, (e) during the dispute resolution proceedings continuing to pay Owner all undisputed amounts due under this Agreement. Owner's remedies in the case of any non-monetary default will be limited to prosecuting an action for damages or (as applicable) equitable relief.

Section 12. Surrender of Property; decommissioning. Upon expiration or termination of this Agreement, whether as to the entire Property or only as to part, Company will, within ninety (90) days after receipt of notice from Owner, execute and record in the appropriate county records a quitclaim or release (as Company determines in its discretion) to Owner of Company's interest, right, and title in the Property (or that part as to which the Agreement has been terminated), and Company will return and surrender the Property (or that part as to which the Agreement has been terminated) to Owner. In the case of expiration or termination after COD, Company will remove all Systems on the Property (provided that buried Systems will be removed to a depth of no less than four (4) feet below the surface of the ground and covered with soil) within two (2) years from the date of expiration or termination; provided, however, unless Owner within ninety (90) days after termination by notice directs Company to remove the roads Company built on the Property or (as applicable) on the part of the Property subject to the termination, Company may leave all roads on the Property, whether or not improved or constructed by Company, in their then-existing condition. Company will start such removal within twelve (12) months after termination. Company will have a sufficient right of access to the Property during such two (2) year period in order to remove the Systems.

Section 13. Memorandum. Concurrently with their execution of this Agreement, the Parties acknowledged, executed, and recorded a Memorandum in a form substantially similar to the form attached as Exhibit D ("Memorandum"). Company will pay all costs and expenses of recording the Memorandum. At no out-of-pocket expense to Owner, Owner will execute any additional or supplemental memorandum Company may request from time to time in connection with this Agreement.

Section 14. Interest in real property.

(a) The Parties intend that this Agreement creates, and this Agreement creates, valid, present and future interests in the Property in favor of Company. The covenants and rights contained in and granted by this Agreement are made for the direct benefit of Company and the Property and will run with and against the Property and inure to the benefit of and bind Owner and Company and their respective agents, assigns, employees, heirs, lessees, mortgagees, permittees, successors, and transferees, and all entities or persons claiming by, through, or under them. Owner will defend title to the rights granted Company by this Agreement against any person claiming all or any part of such rights, whether by, through, or under Owner. If all or any part of the Property is transferred, any compensation due under this Agreement related to that part of the Property will be paid the successor in title to the Property or, as applicable, to that part of the Property.

(b) Neither this Agreement nor the Property will be separately assigned, conveyed, sold, or otherwise transferred by Owner subject to any reservation of revenues, rights, or royalties related to this Agreement by way of deed, deed restriction, or other document or instrument. Owner shall not have the right to transfer its interest in and to this Agreement (including, without limitation, its right to receive payment hereunder) separate and apart from its fee interest in and to the Property and any such transfer or attempted transfer shall be void *ab initio*. Nothing in this Agreement will be deemed to limit Owner's right to convey, sell, or otherwise transfer all or any part of the Property; provided that any such transfer will be wholly subject to the conditions and terms of this Agreement.

(c) Owner and/or a party acquiring some or all of the Property from Owner will give Company notice within thirty (30) days after a conveyance, sale, or other transfer of some or all of the Property. The failure to give such notice will not be a default under this Agreement; however, Company will have no obligations under this Agreement to any subsequent Owner unless and until Company has received the required notice,

and notwithstanding that Company will have no obligations under this Agreement to a subsequent Owner until Company has received the required notice, the Property and the subsequent Owner will remain bound by the conditions and terms of this Agreement.

Section 15. Ownership of Systems. The Systems and all other equipment and improvements installed on the Property by or on behalf of Company are and will remain the exclusive property of Company.

Section 16. Miscellaneous.

16.1 Additional protection measures. The Company Personnel will: (a) not smoke on the Property, except inside buildings or inside vehicles with the windows rolled up; (b) not drive off roads on the Property, except as necessary in connection with construction, maintenance, repair, or emergency situations; (c) use portable sanitary facilities or toilets inside buildings; (d) not bring animals on the Property; (e) not bring alcohol or drugs on the Property; (f) not bring weapons (e.g. bow and arrows, guns, slingshots) on the Property; (g) not fish or hunt on the Property; and, (h) not bring any animal calling devices on the Property.

16.2 Assignment limitations. In the case of any assignment of all or part of this Agreement or Company's interests in this Agreement (all and each an "assignment" for purposes of this Subsection): (a) the assignment will not release the assignor from its obligations under this Agreement unless such assignment is to the entirety of the assignor's interests in the assigned portion of this Agreement or portion of the Property and/or Project, in which case the assignor (e.g. Company) will have no further obligations under this Agreement; (b) the assignment will not release the assignor from its pre-assignment obligations under this Agreement (i.e. for obligations that were caused and/or were to have been performed pre-assignment); (c) the assignment will be subject to the terms and conditions of this Agreement; and (d) there will at no time during the Term be more than ten (10) concurrent assignees (except that Lenders will not be considered assignees for purposes of this numerical limit).

16.3 Attorneys' fees. If a Party brings any action or proceeding for the enforcement, establishment, or protection of any remedy or right under this Agreement or for the interpretation of this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs, which will be payable whether or not such action is prosecuted to judgment, in connection with such action or proceeding.

16.4 Confidentiality. During the Term of this Agreement, Owner will maintain in confidence all financial information pertaining to the economic conditions and terms of this Agreement and all information (oral or written) Company discloses to Owner; provided, however, Owner may disclose such information to its immediate family members, lenders, farm managers, attorneys, accountants, and other professional advisors.

16.5 Counterparts. This Agreement and the Memorandum may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument. Faxed or electronically stored copies of original signatures will be regarded as originals.

16.6 Dispute resolution. The Parties will attempt amicable resolution of any disputes arising out of or related to this Agreement. If thirty (30) days after initiation amicable resolution fails, as either Party determines in its sole discretion, then either Party may file suit in the state where the property is located.

EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. EACH PARTY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH PARTY'S ENTERING THIS AGREEMENT.

16.7 Entire agreement. This Agreement, together with any attached addenda, exhibits, and schedules contains the entire agreement between the Parties with respect to its subject matter. Any prior agreements, discussions or understandings, oral or written, are superseded by this Agreement and are of no force or effect. No addition or modification of any term or provision of this Agreement will be effective unless set forth in a writing denominated "amendment" and signed by the authorized representatives of the Parties or their assign(s) or successor(s) in interest.

16.8 Further assurances.

(a) Owner will perform all acts as Company or a Lender determines may be necessary to give effect to all and each of the intent and purposes of this Agreement, including: giving consents to any assignments, encumbrances, pledges, or transfers permitted under this Agreement; executing amendments to this Agreement, as may be required by any Lender or required in connection with the assignment or transfer by Company of all or some of its rights under this Agreement, provided, however, no such amendment will cause a material change to Owner's obligations or rights under this Agreement; executing supplemental Memoranda; and, delivering or providing such other documents or instruments as may be necessary to effect the recording of the Memorandum or of any supplemental Memoranda.

(b) Without limiting the generality of the foregoing, within twenty (20) days after receipt of a written request, Owner will: (i) enter into any amendment to this Agreement: (A) to correct an error in this Agreement, (B) to give effect to or implement the conditions and terms of this Agreement, (C) to amend Exhibit A (including by replacing the legal description with a revised description), (D) that may be required by any Lender (prospective or otherwise) or in connection with the assignment or other transfer by Company of all or some of its rights under this Agreement, (E) to cause this Agreement to comply with applicable law, or (F) if under applicable law, Company is not eligible for any benefit, grant, incentive, or tax credit established by any local, state or federal government and such amendment is necessary to enable Company's eligibility for such benefit, grant, incentive, or tax credit; (ii) execute and deliver to Company any owner's affidavit (or similar document or instrument) reasonably requested by any title company or attorney reviewing title to the Property; (iii) enter into any reasonable consent and non-disturbance agreement with any Lender, stating Owner will recognize the rights of the Lender and not disturb Lender's rights to the Property, and stating such other things as such Lender(s) may request; (iv) join in any grants for easements, leases, or rights-of-way for electric and other public utilities and facilities and any other electric power purpose (including any power transmission line); (v) join with Company in signing any appeal, petition, pleading, or protest requesting any zoning changes or any approvals, land use permits, variances, and/or waivers; and (vi) execute one (1) or more easement(s) to be recorded that reflect (A) that the Property is subject to a wind easement for the benefit of adjacent property that and (B) that the portions of the Property upon which any WTG(s) are located have the benefit of a wind easement over and across the balance of the Property.

(c) If Owner fails to timely satisfy any of its obligations set out in this Subsection, Company may withhold all amounts due Owner under this Agreement until Owner satisfies such obligation(s), and Company may, in addition to pursuing equitable relief, offset against the amounts due Owner under this Agreement any additional costs, expenses, and/or fees Company incurs due to Owner's failure to satisfy its obligations.

16.9 Headings; interpretation. The headings in this Agreement are for the purpose of convenience and reference only and will not limit or otherwise affect the meaning of this Agreement or be used in interpreting any part of this Agreement. The provisions of this Agreement have been negotiated by the Parties at arms' length and embody their mutual intent and are not to be construed more liberally in favor of, nor more strictly against, either Party. Use of the term "e.g." means by example. Use of the term "including," means including without limitation, except as the context otherwise requires. Any examples are for illustrative purposes, only.

16.10 Late payments. Any amounts not paid within thirty (30) days after notice of default for nonpayment will accrue interest from the date due at a rate equal to the lesser of (a) ten percent (10%) per year or (b) the prime rate (as published by the Federal Reserve and in effect on the date of the default) plus two percent (2%) per year, but never more than the highest rate permitted under applicable law.

16.11 Law. This Agreement will be interpreted under the laws of the state in which the Property is located without reference to the choice of law principles of that state or of any other state.

16.12 Limitation on Remedies. Notwithstanding any other part of this Agreement or any rights or remedies Owner has at law or in equity, at all times while there are Systems on, or being constructed on, the Property, Owner will not (and hereby waives the right to) start or pursue any action to cancel, reform, rescind, or terminate this Agreement. By this limitation, Owner does not limit or waive its right to pursue damages or performance (as may be due) from Company.

16.13 No abandonment. No act or failure to act on the part of Company will be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Company of an instrument specifically terminating this Agreement. Without limiting the generality of the foregoing, nonuse of any or all easements, interests, leases, or rights granted by this Agreement for any period will not prevent Company in the future from using the entire scope and width of any such easement(s), interests, leases, or rights.

16.14 No other covenants, representations, or warranties. Company makes no covenants, representations, or warranties, except as expressly set forth in this Agreement. Company expressly disclaims any covenant, representation, or warranty that any or any number of MW of WTG(s) will be installed on the Property; that any WTG(s) will result in any revenue other than as expressly set forth in this Agreement; that any particular efficiency, model, or size of WTG will be installed in the Project; and/or, that electricity and/or RECs will be sold for any certain amount, for any certain period, under any certain structure, or to any certain party. Any estimates, information, projections, or other information regarding the Project are not and will not be deemed to be or include any covenant, representation, or warranty of Company, its assigns, or successors, and Owner acknowledges and agrees Owner is not relying on any such estimates, information, projections, or other information.

16.15 No partnership, joint venture. This Agreement does not create any agent-principal or principal-agent relationship, joint venture, partnership, or other similar relationship between the Parties, and neither Party will have the power to bind the other except as expressly set forth in this Agreement.

16.16 No third-party beneficiaries. Except as otherwise expressly set forth in this Agreement (e.g. regarding assignees and Lenders), the terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective assigns and successors, and the Parties do not intend to confer third-party beneficiary rights upon any other person.

16.17 No waiver. No waiver of any right under this Agreement will be effective for any purpose unless in a writing signed by the Party possessing the right, and no such waiver will be construed to be a waiver of any subsequent provision, right, or term of this Agreement.

16.18 Notices. All notices or other communications required or permitted under this Agreement, including notices to Lender(s) (who will provide their notice information to Owner, failing which Owner will by notice request such information from Company in connection with any default or other notice that requires notice to the Lender(s)), will be in writing, personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses below. Notices personally delivered will be deemed given the day delivered. Notices given by overnight courier will be deemed given on the first business day after mailing. Notices mailed will be deemed given on the third business day after mailing. Notices of change of address will be given by written notice in the manner described in this Subsection.

Owner:

James C. Barto and Jill M. Barto, James C. Barto and Jill M. Barto (Joint Tenants), and
James C. Barto
7569 1100 East St.
Buda, IL 61314

Company:

Leeward Renewable Energy Development, LLC
6688 North Central Expressway #500
Dallas, TX 75206

16.19 Offset. In the case of an Owner default, Company may (but is not obligated to) cure such default and may offset all sums spent by Company in connection with such cure against the payments due from Company to Owner under this Agreement.

16.20 Owner development. Notwithstanding any provisions of this Agreement to the contrary:

Owner reserves the right to and may install on any part of the Property not being used and not contemplated for use for Operations (as Company determines such use or contemplated use in its sole discretion) up to two (2) wind turbines. Any such turbine(s) will be no larger than one hundred (100) kW and no taller than one hundred (100) feet (hub height) and will be located on the Property such as to not unreasonably interfere with the then-existing and/or contemplated Operations, as Company determines in its sole discretion. In order to insure non-interference of any such turbine(s) with the then-existing and/or contemplated Operations, Company will have the right to select the location for any such turbine(s).

In the case of any Owner development authorized by this Subsection, Owner will give Company notice of the proposed development at least one hundred eighty (180) days before the proposed start of construction. Owner will defend, hold harmless, indemnify, and protect the Company Personnel from any Claims related to development authorized by this Subsection, except to the extent caused by Company's gross negligence or willful misconduct.

16.21 Owner out-of-pocket reimbursement. To the extent not already provided for in this Agreement, Company will reimburse Owner for all actual, documented, and reasonable legal costs and/or fees Owner incurs in direct connection with any request pursuant to this Agreement by Company that Owner execute, review, or provide any legal instrument; provided, however, such reimbursement will not exceed in each instance the amount of Five Hundred Dollars (\$500.00). The reimbursement limitation provided in this Subsection will also apply to any requirement under this Agreement imposed on Owner and for which Owner's obligation is at no cost to Owner or at no out of pocket expense to Owner.

16.22 Project sale. If any or all of the WTG(s) installed on the Property is/are sold or transferred as part of a sale of the Project to a Utility, such that Gross Revenue will not be produced from the sale of electricity to an offtaker pursuant to a power purchase agreement or otherwise, then for purposes of calculating Royalty Fees during such period of Utility ownership, Gross Revenue for such WTG(s) will be calculated based on the energy generated by such WTG(s) multiplied by the per kilowatt-hour rate set forth in the power purchase agreement in effect before the sale of the WTG(s) to the Utility, subject to such adjustments over time as would have been applicable under the power purchase agreement, if any, had it continued in effect. If no power purchase agreement has been entered at the time of a sale to a Utility, the Parties will cooperate in good faith to determine a then-current power purchase agreement rate and term for the sale of electricity that would have been obtained for electricity generated by the Project had it not been sold to a Utility ("PPA Rate"), taking into consideration the Project specifications, then-current market rates for the purchase of the type of power assuming a delivery point on the Utility's system in the state in which the Project is located, and such other factors as a reasonably prudent renewable energy developer and utility would consider in entering a power purchase agreement. If the Parties cannot agree on a PPA Rate within thirty (30) days after notice from Company to Owner of the sale or pending sale of the Project to a Utility, Company and/or the Utility may pay Owner based on the PPA Rate it estimates and proposes in good faith, continue the operation of the Project on the Property, and continue to have the quiet enjoyment of the Property and benefit of this Agreement without interruption. Either Party may then initiate litigation to settle such matter, and after a final non-appealable order has been entered, any difference between what has

been paid and the amount that should have been paid considering the court's order will be paid to the Party to whom it is due within ninety (90) days after the court's order is final and non-appealable, with interest as prescribed by this Agreement. If the acquiring Utility thereafter sells or transfers the acquired WTG(s) to an entity that is not a Utility, and such that electricity is sold and Gross Revenue is generated, then Royalty Fees will again be determined as otherwise set forth in this Agreement.

16.23 Severability. If any provision or term of this Agreement, or the application of such provision or term to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision or term to such person(s) or circumstance(s) other than those to which it is held invalid or unenforceable, will not be affected, and the remaining provisions and terms of this Agreement will remain valid, enforceable, and in full force and effect, to the fullest extent permitted by law, and the Parties will promptly substitute for the invalid or unenforceable provision or term a valid and enforceable provision or term that most closely approximates the original intent and economic effect of the invalid or unenforceable provision or term.

16.24 Survival. If COD for one or more Phase(s) is achieved, Company's obligations under this Agreement of the following character will survive termination until the Systems on the Property have been decommissioned, as provided for in this Agreement: (a) compensation obligations that accrued during the Term; (b) decommissioning obligations; (c) insurance obligations; (d) reclamation obligations; (e) satisfaction of liens related to the Operations; (f) payment of taxes; and, (g) Company's execution and recording of an executed quitclaim or release (as Company determines in its discretion) to Company's interest. Irrespective of whether COD for one or more Phase(s) is achieved: the Parties' indemnity obligations under this Agreement will survive termination (until the applicable statute of limitations has run); Owner's confidentiality obligation will survive as prescribed in this Agreement; and, Owner's obligation to execute and deliver a new agreement after rejection or termination of this Agreement will survive as prescribed in this Agreement (see Subsection 9.5).

16.25 Unavoidable delay. Except as may be otherwise expressly provided in this Agreement, if the performance of any act permitted or required by this Agreement to be performed by a Party is delayed, interfered with, limited, prevented, or restricted by reason of any unavoidable delay (as described below), the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. For purposes of this Agreement, "unavoidable delay" means any: act of God; action, demand, law, order, ordinance, proclamation, regulation, requirement, rule, or statute of any governmental agency or authority or utility; circumstance because of which a contractor, supplier, or vendor to the Project claims unavoidable delay; extreme weather condition; labor dispute; lock-out; natural disaster; permitting delay; strike; or, any other act or condition beyond the reasonable control of the Party required to perform the act. The Party affected by an unavoidable delay will promptly notify the other Party in writing of an unavoidable delay and will use reasonable efforts to avoid or remove such delay, and will continue performance under this Agreement whenever such delay is removed.

Section 17. Additional provisions, generally

17.1 Index adjustments. Notwithstanding any part of this Agreement to the contrary, in each case where this Agreement prescribes that a payment amount will adjust based on changes to the Index, in no case will an Index change cause any such payment to decrease in any year.

17.2 Easements. For the avoidance of doubt, and notwithstanding any part of this Agreement to the contrary, each easement granted by Owner to Company in this Agreement shall last for the Term, but will cease and be of no longer any force and effect at such time as said Agreement and all extensions thereof (or new agreement requirements, as described in Subsection 9.5(d)) terminate, and if requested, upon such termination, Company agrees to execute and deliver all appropriate documents releasing or transferring such easements.

17.3 Taxes. Further, and regarding Subsection 5.7:

(a) Company will take commercially reasonable efforts to see that any real estate taxes or personally property taxes that are directly attributable to the Systems installed on the Property are sent in a separate bill directly to Company rather than to Owner.

(b) Owner will direct all tax-related issues under this Subsection or Subsection 5.7 to Company by notice as provided for in Subsection 16.18.

(c) Company will hold harmless Owner from any increase in real property taxes levied against the Property as a result of Systems installed on the Property or attributable to a reclassification of the Property because of this Agreement.

17.4 Collection lines. Further, and regarding Subsection 5.8, collection lines will be buried to a depth of at least sixty 60) inches below grade.

(a) Hazardous Materials. Notwithstanding any part of this Agreement to the contrary, Hazardous Materials do not include: fertilizer; herbicide; manure; or, other similar substances customarily used in Illinois farming practices.

17.5 Lenders. Notwithstanding any part of this Agreement to the contrary, Owner's obligations to Lenders under Subsections 9.5(b) and 9.5(c) of this Agreement will apply only for and with respect to such Lenders whose name and address for contact purposes has been given Owner pursuant to the notice provisions of this Agreement or whose interest in this Agreement and/or the Project has been recorded with either the Clerk and Recorder for the County in which the Property is located or with the Secretary of State for the state in which the Project is located.

17.6 Field markers. On or before COD, field markers will be placed at the ends of the applicable fields to show the locations of buried collection lines, and Company will use commercially reasonable efforts to maintain these field markers in these locations during the Term.

17.7 As-built. Within a reasonable period following COD, Company will deliver to Owner a copy of an "as-built" survey of the Project on the Property, which will include the locations of buried Systems.

17.8 Drainage. Company will repair, replace and/or reroute underground tile lines damaged during construction, repair or decommissioning of the Project. Any repair to damaged tile lines required under this Agreement will be performed as soon as is reasonably practicable, taking into account weather conditions and the status of construction of the Project. Company will, within thirty (30) after receipt of an invoice from Owner, reimburse Owner for any crops damaged by moisture or construction due to broken tile attributed to Company's activities on the Property. Promptly after the subject repairs have been completed (unless performed by Owner), Company will have prepared and delivered to Owner a tiling map showing where new tile has been placed.

17.9 Overhang. [Notwithstanding any part of this Agreement to the contrary, Company shall not overhang a turbine blade onto Owner's property without Owner's prior written consent.

17.10 Favored Nations. If at any time, before or after the execution of this Lease, Lessee executes a written lease or easement agreement with another landowner whose real property will be part of the same Project as Owner's Property, which written agreement provides such other landowner with an Operations Fee-~~or~~, Royalty Fee, and/or applicable Index that, in each case, is in excess of the rate described in Section 1 above, Lessee will offer such increased rate to Owner in writing and, if desired by Owner, the parties will amend this document to reflect the applicable increase in rate(s). For the avoidance of doubt, this clause (17.9) shall not apply to any rental or other compensation offered by Owner for electric transmission rights-of-way or other payments beyond the Operations Fee-~~or~~, Royalty Fee, or applicable Index.

Owner: JB JB JB JB JB
Company: KBA

~~Intentionally Deleted~~

~~17.11 Parcel Restriction. No overhead infrastructure (WTGs or any other above-ground Systems) are to be installed on Parcel # 25-05-300-001 (as further described in Exhibit A of this Lease) without Owner's express written consent which consent may be withheld or granted in Owner's sole discretion; provided, however, that parcel # 25-05-300-001 may be used for underground improvements, and Lessee shall have the right to access, install, operate, maintain, and remove the same.~~

Section 18. AIMA

18.1 AIMA. In connection with the Wind Energy Facilities Agricultural Impact Mitigation Act, 505 ILCS 147 et seq, Company shall be required to execute an Agricultural Impact Mitigation Agreement (any such agreement as may be amended an "AIMA") with the Illinois Department of Agriculture ("IDOA"). Owner acknowledges having received before the Effective Date an IDOA template form of AIMA. Presuming an AIMA executed by Company and IDOA will require that Company incorporate it (an AIMA) in to this Agreement, then the Parties agree such AIMA is incorporated in to the Agreement and are direct obligations of the Company to the Owner, and directly enforceable by Owner, subject to the provisions below in this Subsection and the Agreement.

Further, and with respect to an AIMA, and notwithstanding any part of this Agreement or an AIMA to the contrary, the Parties agree:

- (a) considering AIMA template condition "B" (or any similar AIMA provision or allowance) the Parties intend that their discussions before the Effective Date and their negotiation of the terms of this Agreement before the Effective Date constitute negotiations in advance of construction or deconstruction activities, and therefore this Agreement modifies the mitigative actions prescribed in an AIMA, including modification of such mitigative actions by virtue of the omission of such prescribed mitigative actions from this Agreement, except that Sections 1 through 6, 7(C) and (D), 8 through 12, 14 through 16, 18, 19(B) and 21 (other than the phrase "provided, however, that electrical collection cables at a depth of 5 feet or greater may be left in place") of the AIMA are incorporated herein by reference and not omitted from the AIMA;
- (b) to the extent of any inapplicability of part (a) of this Subsection, then:
 - (i) in the case of a conflict between this Agreement and an AIMA, Owner will consent to and support Company's requesting from IDOA (and/or the County in which the Project is located, if applicable) an amendment to such AIMA with respect to such conflict and for the purpose of conforming the requirements of such AIMA to this Agreement (as though the AIMA had not been incorporated in to this Agreement), and if IDOA does not amend the AIMA to conform with this Agreement (and/or if the County in which the Project is located, if applicable, does not approve the amendment), then the Parties will negotiate an amendment to this Agreement with respect to such conflict, based on and considering the intent of this Agreement;
 - (ii) Company will not be deemed to be in breach of an AIMA until Owner has given Company notice of such breach and Company has failed to cure such breach within (as applicable) the period prescribed in the AIMA or if no cure period is prescribed in the AIMA, thirty (30) days after Company receives Owner's notice of such breach; provided, however, if despite commercially reasonable efforts the matter described in the subject breach notice is not susceptible of being cured within the applicable time-frame, then such time-frame will be extended until the obstacle to initiating and completing the cure has been removed; and,
 - (iii) The unavoidable delay provision of this Agreement (Subsection 16.25) will apply to Company's obligations under such AIMA.
- (c) Further, and notwithstanding any part of this Agreement or an AIMA to the contrary, Owner's sole and exclusive remedy in the case of a breach of an AIMA will be limited to recovery of monetary damages from Company; Subsection 16.6 will apply to any dispute between the Parties and related to the AIMA; and, such AIMA will not be interpreted to grant any third party any rights under this Agreement or any rights to

enforce any part of this Agreement (even as this Agreement may be supplemented by the incorporation of the AIMA).

The references to specific AIMA section numbers in Section 18(a) above are based upon the Illinois Department of Agriculture form available in February 2021 and, in the event any future form of AIMA is modified, updated or renumbered, the section numbers in Section 18(a) shall be deemed to refer to the substantively similar provision in such modified, updated or renumbered AIMA.

SIGNATURE PAGES FOLLOW


SIGNATURE PAGE TO

WIND ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this WIND ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT as set forth below.

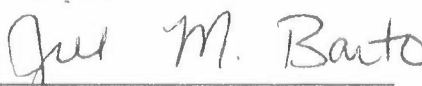
OWNER: James C. Barto and Jill M. Barto

By: 
Name: James C. Barto

By: 
Name: Jill M. Barto

OWNER: James C. Barto and Jill M. Barto (Joint Tenants)

By: 
Name: James C. Barto

By: 
Name: Jill M. Barto

OWNER: James C. Barto

By: 
Name: James C. Barto

SIGNATURE PAGE TO
WIND ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this WIND ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT as set forth below.

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

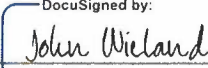
By:  _____
C7BD2D6EA2434B8
Name: John Wieland _____
Title: CDO _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

THAT CERTAIN REAL PROPERTY LOCATED IN BUREAU AND STARK COUNTIES, ILLINOIS, DESCRIBED AS:

Parcel # 25-05-300-001, 80.0 Acres (more or less), Township of Milo, Bureau County, IL, Section 5, Deed Reference: Date 2/6/2023, Document No. 2023R00391

Legal:

The West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section 5, Township 14 North, Range 8 East of the Fourth Principal Meridian; situated in the County of Bureau and State of Illinois.

Parcel # 25-06-100-003, 73 Acres (more or less), Township of Milo, Bureau County, IL, Section 6, Deed Reference: Date: 03/08/2021 Document No. 2021R00980

AND

Parcel # 25-06-200-002, 0.48 Acres (more or less), Township of Milo, Bureau County, IL, Section 6, Deed Reference: Date: 03/08/2021 Document No. 2021R00980

Legal:

A TRACT OF LAND LOCATED IN A PART OF THE NORTH HALF OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, BUREAU COUNTY, ILLINOIS. MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS AND BEARINGS ARE FOR THE PURPOSE OF DESCRIPTION ONLY:

BEGINNING AT AN IRON ROD AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE S 89° 54' 00" E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, AND CONTINUING ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 3304.13 FEET TO AN IRON ROD AT THE NORTHEAST CORNER OF THE NORTH HALF OF THE MIDDLE 1/3 OF THE NORTH HALF OF SAID SECTION 6; THENCE S 01° 40' 30" W, ALONG THE EAST LINE OF THE NORTH HALF OF THE MIDDLE 1/3 OF THE NORTH HALF OF SAID SECTION 6, A DISTANCE OF 980.25 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE MIDDLE 1/3 OF THE NORTH HALF OF SAID SECTION 6; THENCE N 89° 38' 32" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 6, A DISTANCE OF 3279.20 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 6; THENCE N 00° 13' 02" E, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 965.12 FEET TO THE PLACE OF BEGINNING AND CONTAINING 73.49 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF A PUBLIC ROAD ALONG THE NORTH AND WEST SIDES OF THE ABOVE DESCRIBED TRACT AND ALSO SUBJECT TO ALL EASEMENTS OF RECORD;

Parcel # 21-31-300-002, 153.85 Acres (more or less), Township of Indiantown, Bureau County, IL, Section 31, Deed Reference: Date: 03/08/2021 Document No. 2021R00980

Legal:

A TRACT OF LAND LOCATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 15 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, BUREAU COUNTY, ILLINOIS. MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS AND BEARINGS ARE FOR THE PURPOSE OF DESCRIPTION ONLY:

BEGINNING AT AN IRON ROD AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE N 00° 07' 30" E, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 2661.23 FEET TO AN IRON ROD AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE S 89° 53' 00" E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 2648.79 FEET TO AN IRON ROD AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE S 00° 08' 30" E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 2668.99 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE N 89° 43' 00" W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 1097.84 FEET TO THE SOUTHEAST CORNER OF AN EXISTING TRACT; THENCE N 00° 22' 10" E, 332.92 FEET TO AN IRON ROD; THENCE N 50° 11' 01" W, 195.59 FEET TO AN IRON ROD; THENCE N 89° 50' 23" W, 409.20 FEET TO AN IRON ROD; THENCE S 21° 00' 21" W, 154.51 FEET TO AN IRON ROD; THENCE N 89° 50' 23" W, 342.27 FEET TO AN IRON ROD; THENCE S 00° 09' 36" W, 311.29 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31. THE LAST SIX (6) NAMED COURSES BEING ALONG THE EAST, NORTH AND WEST SIDES OF SAID EXISTING TRACT; THENCE N 89° 43' 00" W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 607.56 FEET TO THE PLACE OF BEGINNING AND CONTAINING 153.85 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT-OF-WAY OF A PUBLIC ROAD ALONG THE SOUTH SIDE OF THE ABOVE DESCRIBED TRACT AND ALSO SUBJECT TO ALL EASEMENTS OF RECORD.

Parcel # 21-31-400-002, 40 Acres (more or less), Township of Indiantown, Bureau County, IL, Section 31, Deed Reference: Date: 04/05/2021 Document No. 2021R01437, Granting Deed, Document No 2021R01437 1/3 interest, 2021R01793 1/3 interest, 2021R01792 1/3 interest

Legal:

The Northeast Quarter of the Southeast Quarter of Section 31, Township 15 North, Range 8 East of the Fourth P.M., lying and being situated in the County of Bureau in the State of Illinois.

Parcel # 21-32-300-001, 40 Acres (more or less), Township of Indiantown, Bureau County, IL, Section 32, Deed Reference: Date: 04/05/2021 Document No. 2021R01437, Granting Deed Document No 2021R01437 1/3 interest, 2021R01793 1/3 interest, 2021R01792 1/3 interest

Legal:

The Northwest Quarter of the Southwest Quarter of Section Thirty-two, Township 15 North, Range 8 East of the Fourth P.M., lying and being situated in the County of Bureau in the State of Illinois.

Parcel # 20-36-300-004, 40 Acres (more or less), Township of Macon, Bureau County, IL, Section 36, Deed Reference: Date: 2/14/2020 Document No. 2020R00580

Legal:

The East One-Half of the East One-Half of the Southwest One-Quarter, Section 36, Township 15 North, Range 7 East, of the Fourth Principal Meridian, Bureau County, Illinois, with an approximate size of 40 acres, more or less, and with a present zoning classification of agricultural.

Parcel # 20-36-400-001, 160 Acres (more or less), Township of Macon, Bureau County, IL, Section 36, Deed Reference: Date: 4/16/2020 Document No. 2020R01463

Legal:

The Southeast Quarter of Section 36, Township 15 North, Range 7 East of the Fourth Principal Meridian, Bureau County, Illinois.

Parcel # 01-15-200-002, 20 Acres (more or less), Township of Elmira, Stark County, IL, Section 15, Deed Reference: Date: 02 /14/2020, Instrument No. 2020-106818

LEGAL:

The North Half (N ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Number Fifteen (15), all in Township Fourteen (14) North, Range Six (6) East of the Fourth Principal Meridian, Stark County, Illinois.

Parcel# 01-14-100-001, 80 Acres (more or less), Township of Elmira, Stark County, IL, Section 14, Deed Reference: Date: 02/14/2020, Instrument No. 2020-106818

LEGAL:

The North Half (N ½) of the Northwest Quarter (NW ¼) of Section Number Fourteen (14) all in Township Fourteen (14) North, Range Six (6) East of the Fourth Principal Meridian, Stark County, Illinois.

Parcel # 01-11-300-004, 90 Acres (more or less), Township of Elmira, Stark County, IL, Section 11, Deed Reference: Date: 02/14/2020, Instrument No. 2020-106818

LEGAL:

A part of the Southwest Quarter of Section 11 in Township 14 North, Range 6 East of the Fourth Principal Meridian, Stark County, Illinois, bounded as follows: Beginning at a point 36 rods and 3 links South of the Northeast corner of said Quarter Section, running thence West 40 rods; thence South 26° West 51 rods and 8 links; thence West to the West line of said Quarter Section; thence South to the Southwest corner of said Quarter Section; thence East to the Southeast corner of said Quarter Section; thence North to the place of beginning; EXCEPTING THEREFROM a tract bounded as follows: Beginning at the Southeast corner of said Southwest Quarter of Section 11, running thence West 32 rods on the South line of said Quarter Section; thence North 20 rods; thence East 32 rods and thence South 20 rods to the place of beginning.

Parcel # 02-10-200-007, 125.91 Acres (more or less), Township of Osceola, Stark County, IL, Section 10, Deed Reference: Date: 06/08/2018, Instrument No. 2018-105004

LEGAL:

The Northeast Quarter (NE ¼) of Section Ten (10) in Township Fourteen (14) North, Range Seven (7) East of the Fourth Principal Meridian; RESERVING and EXCEPTING THEREFROM Twenty (20) acres of even width off the South side of said Quarter Section; ALSO EXCEPTING THEREFROM that portion heretofore dedicated to the State of Illinois for highway purposes by a Highway Dedication recorded in Book 119, page 105, in the Recorder's Office of Stark County, Illinois; ALSO EXCEPTING THEREFROM a tract of land located in a part of the Northeast Quarter (NE ¼) of said Section Ten (10), more particularly bounded and described as follows and bearings are for the purpose of description only: Beginning at an iron rod at the Southeast corner of the Northeast Quarter (NE ¼) of said Section Ten (10); thence North 00°24' East, along the East line of the Northeast Quarter (NE ¼) of said Section Ten (10), a distance of 1171.22 feet to the Place of Beginning for the tract to be described; thence South 78°30'25" West, 810.69 feet to an iron rod; thence South 82°32'44" West, 444.80 feet; thence North 47°37'40" West, 155.83 feet to an iron rod on the Southerly bank of Fox Creek; thence North 55°13'08" East, 92.82 feet; thence North 42°04'54" East, 257.86 feet; thence North 65°35'15" East, 166.97 feet; thence North 58°05'21" East, 295.38 feet; thence North 52°49'54" East, 207.08 feet; thence North 81°28'43" East, 212.48 feet; thence North 70°20'05" East, 139.17 feet; thence North 88°25'25" East, 196.57 feet to the East line of the Northeast Quarter (NE ¼) of said Section Ten (10) (the last eight (8) named courses being along the approximate East bank of said Fox Creek); thence South 00°24'00" West, along the East line of the Northeast Quarter (NE ¼) of said Section Ten (10), a distance of 564.11 feet to the Place of Beginning and said exception containing 14.09 acres, more or less; situated in the County of Stark and State of Illinois.

EXHIBIT B

OWNER LEASES, LICENSES, LIENS, ENCUMBRANCES, CONSERVATION PROGRAM, ETC.

LIST CRP, IF ANY.

None, if nothing listed.

EXHIBIT C
RELATED PROPERTY
None, if nothing listed.

EXHIBIT D
FORM OF
MEMORANDUM OF AGREEMENT

MEMORANDUM OF WIND ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department

(Space above this line for Recorder's use only)

MEMORANDUM

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made and entered into as of _____, 20__, by and between _____ ("Owner"), and Leeward Renewable Energy Development, LLC, a Delaware limited liability company, whose address is 6688 North Central Expressway, Suite 500, Dallas, Texas 75206 ("Company"), (Owner and Company the "Parties" and each a "Party"), and provides as follows:

WITNESSETH

1. The Parties have entered into a Wind Energy Development and Operations Agreement ("Agreement") dated as of _____, 20__ ("Effective Date"). By its terms, the Agreement grants Company exclusive rights in and to certain land more particularly described in the attached Exhibit A ("Property"). The Agreement also restricts certain uses of and grants certain interests in and to the Property.

2. Generally, the Agreement: concerns the development of wind energy project(s) by Company involving the Property and/or other properties ("Project"); grants Company easements, leases, and other rights; and, limits, prohibits, and restrict other development or use(s) of the Property that do or may interfere with the rights granted Company by the Agreement.

3. The Agreement consists of two periods – a "Development Term" and an "Operations Term."

The Development Term is six (6) years from the Effective Date. The Development Term may be extended: for up to six (6) months in the case of certain delays as described in the Agreement; and, up to twelve (12) months in order to complete Project construction.

The Operations Term starts on the Commercial Operations Date and continues for thirty (30) years after the Commercial Operations Date. Company may extend the Operations Term for, first, one (1) additional, consecutive fifteen (15) year period and then, second, for one (1) additional, consecutive ten (10) year period.

4. By the Agreement, Owner grants Company certain exclusive and non-exclusive rights.

For the Development Term, Owner grants Company, and Company accepts, exclusive rights across, along, on, over, and under the Property to access and use the Property for the purpose of performing all actions, studies, and tests related to the evaluation and investigation by Company of the suitability of the Property for wind energy development and Company's other related business purposes, including: (a) inspecting and surveying the Property; performing avian studies; performing archaeological and geologic studies and

tests; performing electrical interconnection and transmission studies and tests; performing environmental inspections, studies, and surveys; and, performing soils studies and tests; (b) the Operation of Development Equipment (e.g. meteorological towers) for the purpose of: evaluating, measuring, and monitoring wind and weather conditions; conducting evaluations of wind resources; and, conducting meteorological studies and tests; and, (c) the construction and installation of Generation and Transmission Systems (further described in the paragraph below). Also for the Development Term, Owner grants Company, and Company accepts, an Access Easement for the purposes described in this paragraph.

For the Operations Term, Owner grants Company, and Company accepts, exclusive rights across, along, on, over, and under the Property to use the Property for the purpose of access, construction, erection, expansion, inspection, installation, location, maintenance, operation, ownership, relocation, removal, repair, replacement, testing, updating, upgrade, and use of equipment, facilities, improvements, and systems for the conversion of wind energy into electricity and/or the transmission of electricity, including: anchors; buildings for maintenance, office, security, and storage purposes; cables; communications equipment; concrete batch plant (temporary during construction); concrete pads; fences; footings; foundations; guy wires; inverters; roads; staging areas; towers; Transmission Systems (defined as all equipment, facilities, improvements, or systems for the interconnection and transmission of electricity, including: cables; collection facilities and lines; concrete pads; crossarms; distribution facilities and lines and electrical transmission facilities and lines (above ground and underground, high-voltage or otherwise); energy storage devices; footings; foundations; guy lines; interconnection facilities; rights of way; roads; setbacks; substation facilities; switching facilities; towers; transformers; trenches; and, wires); WTGs (defined as wind turbine generator, which includes the blades, foundation, nacelle, tower, transformer, turbine, and their related components, equipment, and parts); and, other power production equipment. Also for the Operations Term, Owner grants Company an Access Easement and Transmission Easement for the purposes described in this paragraph.

5. The conditions, covenants, definitions (including the definition of capitalized terms not otherwise defined in this Memorandum), limitations, restrictions, and terms governing the encumbrances imposed on the Property, restrictions on use of the Property, and rights granted in and to the Property are set forth in the Agreement. Without limitation, and except as expressly authorized by the Agreement, these include Owner's covenant to not grant any third party any rights to evaluate or develop the Property for renewable energy (e.g. solar or wind) purposes. Also, the Agreement specifies limitations, requirements, and/or restrictions, on: the conveyance of mineral rights; non-interference with the Project; non-disturbance of the Project and/or with the rights granted in the Agreement; and/or on "severance" of wind rights.

6. By the Agreement, Owner reserves the right to develop the minerals, if any, owned by Owner on the Property, provided such development (including any drilling or mining) does not, as Company determines in its sole discretion, interfere with Company's use (actual or as anticipated by the Agreement) of the Property and does not diminish the amount of land surface of the Property available for the Operations. The Agreement further requires that Owner include as a term and condition to any conveyance on or after the Effective Date of any interest in the mineral estate in the Property, including any mineral lease (but the following will bind such parties and their assigns and successors irrespective of whether such conditions and terms are expressly so included), that any owner of any mineral interest in the Property will (a) use the surface of the Property only in a manner that reasonably accommodates Company's surface use (actual or as anticipated by the Agreement) as described in the Agreement and with due regard for the rights of Company with respect to the surface use, (b) use only such surface of the Property as necessary to avoid impairment of Company's actual or anticipated surface use as described in the Agreement, and (c) limit any drilling, mining, or other activity on those areas of the surface of the Property that are not closer to any System or proposed System than the greater of (i) twenty (20) times the height of the tallest of any such well, building or other structure, or (ii) six hundred (600) feet, or (iii) (as applicable) five (5) rotor diameters (based on the average rotor diameter for all WTGs installed in the Project). Furthermore, if Owner has any right to control, determine, prohibit, or select the location of sites for drilling, exploitation, exploration, and/or production of gravel, hydrocarbons, minerals, or water or any other similar resource in, to, or under the Property, then Owner will exercise such right so as not to interfere with the Development or Operations.

7. Also by the Agreement, Owner covenants to not permit the Property to be burdened or encumbered by any Interests (defined below), except for those Interests: (i) expressly authorized by the Agreement; (ii) consented to in writing by Company; or, (iii) that exist as of the Effective Date and that are listed in Exhibit B to the Agreement. With respect to Interests described in parts (i) and (iii) of this paragraph, Owner commits to use commercially reasonable efforts to obtain for the benefit of Company a non-disturbance agreement (in a form and containing provisions reasonably acceptable to Company) from each holder of an Interest (recorded or unrecorded), providing, as Company may require, that the Interest holder: (A) not disturb or interfere with Company's interests or rights under the Agreement; (B) subordinate its rights to Company's rights under the Agreement; (C) not terminate its non-disturbance agreement with Company so long as the Agreement is in force; and, (D) give Company notice of any Owner default in connection with its Interest. The Agreement defines "Interest" as a conservation program (e.g. CRP) contract, unrecorded conservation easement, deed of trust, encumbrance, lease (including mineral lease), lien, mortgage, option, right of refusal, sales contract, security interest, or other interest in the Property. As a condition to its consent to any Interest Owner wants to grant in the Property after the Effective Date, Company may require the Interest holder execute a non-disturbance agreement.

8. Further, the Agreement grants Company rights to assign and/or finance its interests in the Property, all as further set forth in the Agreement, including specific, additional rights granted any Company Lender.

9. By the Agreement, Owner consents to and waives any restrictions relating to a WTG setback from any existing or occupied residence on the Property or on any real property owned by Owner within one-quarter (1/4) mile from any WTG that is part of the Project, including without limitation, the real property identified as "Additional Setback and Noise Waiver Property" on Exhibit A, (in each case, except as set forth in Subsection 3.1 of the Agreement) and/or from Project generated noise level production limits affecting the Property or any Additional Setback and Noise Waiver Property, as well as any other (present or future) setbacks or restrictions regarding the location of Systems (including WTGs) relative to any residence or other structure on the Property or on any Additional Setback and Noise Waiver Property.

10. The Agreement notes the potential application of an Agricultural Impact Mitigation Agreement ("AIMA") between Company and the Illinois Department of Agriculture ("IDOA"). In part, the Agreement Provides:

- a. the Parties intend that their discussions before the Effective Date and their negotiation of the Agreement modifies the mitigative actions that may be set forth in an AIMA;
- b. for procedures for addressing conflicts between an AIMA and the Agreement;
- c. for procedures for giving notices of and for cure of alleged AIMA breaches;
- d. for application of the Unavoidable Delay provision of the Agreement to the AIMA;
- e. for limits on Owner remedies in the case of AIMA breaches; and,
- f. that the AIMA does not confer to any third any rights under the Agreement.

11. The Parties have executed and recorded this Memorandum for the purpose of giving record notice of the Agreement, of the exclusive easements, leases, and rights it grants, and of certain restrictions it imposes. All of the conditions, covenants, and terms regarding the Agreement are more particularly set forth in the Agreement, which is incorporated by this reference. In the event of conflict between the conditions and terms set forth in this Memorandum and the conditions and terms set forth in the Agreement, the conditions and terms of the Agreement will control and govern. This Memorandum may be executed and/or recorded in counterparts.

SIGNATURE PAGES FOLLOW

EXHIBIT A TO
MEMORANDUM OF AGREEMENT
DESCRIPTION OF THE PROPERTY

THAT CERTAIN REAL PROPERTY LOCATED IN BUREAU COUNTY, ILLINOIS, DESCRIBED AS:

PIN:

Additional Setback and Noise Waiver Property PINs:

