

Prepared by:

WINTHROP & WEINSTINE, P.A.
225 SOUTH SIXTH STREET, SUITE 3500
MINNEAPOLIS, MN 55402

After recording return to:

SKYYIELD WIND FARM, LLC
4865 STERLING DRIVE, SUITE 200
BOULDER, CO 80301
ATTN: LAND DEPT

2021-05089
KAREN L. MILLER
LASALLE COUNTY RECORDER
OTTAWA, IL
RECORDED ON
04/05/2021 08:07 AM
PAGES: 5
PLAT ACT: 0

REC FEE 59.00
RHSP FEE 9.00

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

THE STATE OF Illinois §
COUNTY OF LaSalle § KNOW ALL PERSONS BY THESE PRESENTS:

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (the "Memorandum"), is made, dated and effective as of December 8, 2020 (the "Effective Date"), between the Woodland Water Company (collectively "Owner"), and SkyYield Wind Farm, LLC, a Delaware limited liability company ("Grantee"), with regards to the following:

1. Wind Agreement. Owner and Grantee did enter into that certain Wind Energy Lease and Easement Agreement of even date herewith (the "Agreement"), which affects the real property located in LaSalle County, State of Illinois, as more particularly described in Exhibit 1 attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. Grant of Rights. The Agreement grants Grantee certain leasehold and easement interests in the Property, and provides Grantee with the right to obtain additional easements. Such leasehold and easement rights include, without limitation, (a) the exclusive right to determine the feasibility of wind energy conversion and other power generation on the Property; (b) the exclusive right to perform Construction Activities and Wind Energy Activities; (c) the exclusive right to access, relocate and maintain Windpower Facilities located on the Property; (d) the exclusive right to develop and use the Property for converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted; (e) an exclusive easement to allow the rotors of wind turbines installed on adjacent land to overhang other property owned by Owner; (f) an exclusive easement to capture, use and convert the unobstructed wind resources over and across the Property; (g) a non-exclusive easement over and across the Property for electromagnetic, audio, flicker, visual, view, light, shadow, noise, vibration, turbulence, wake, electrical or radio interference, or other effect of any kind whatsoever resulting, directly or indirectly, from the Wind Energy Activities or the Wind Energy Projects; (h) the right to subjacent and lateral support for the Wind Energy Projects; (i) a temporary easement on, over, across, along and under the Property to be used as necessary for access, staging and laydown in connection with Construction Activities, Windpower Facilities or any part of the Wind Energy Project; (j) the right to undertake any other activities necessary to accomplish the purposes of the Agreement.

3. Term. The Agreement shall be for a Development Term shall be for an initial term of four (4) years with an option to extend the term for an additional two (2) years that may last for up to six (6) years after the Effective Date. The Agreement includes a Construction Term which may last up to of two

(2) years after the expiration or termination of the Development Term, and a subsequent Operations Term, of up to thirty-five (35) years. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Grantee or Grantee's assignees has certain rights regarding notice and right to cure any default of Grantee under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Grantee's rights and obligations under the Agreement shall be assignable without Owner's prior written consent provided that such assignment is in furtherance of the Wind Energy Activities contemplated by the Agreement.

6. Non-Interference and Setbacks. Owner has agreed not to engage in any activity that might interfere with, or cause a decrease in the output or efficiency of, any Windpower Facilities or Wind Energy Projects without the prior written consent of Grantee. Owner has also specifically agreed not to grant any rights to third parties that might interfere with, or cause a decrease in the output or efficiency of, any Windpower Facilities or Wind Energy Projects, including without limitation the granting of rights to install transmission, tile lines, or other improvements across the Property, either above or below ground, without first obtaining Grantee's prior written approval. To the extent permitted by law, Owner has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Grantee or an Affiliate.

7. Subordination. The Agreement provides that from and after its effective date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject to (i) the Agreement and all of Grantee's rights, title and interests created thereby, (ii) any lien of any lender of Grantee's then in existence on the leasehold estate created by the Agreement, and (iii) Grantee's right to create a lien in favor of any lender of Grantee's.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

9. No Ownership. Owner shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or except for as otherwise provided in the Agreement, any profits derived therefrom, and Grantee may remove any or all Windpower Facilities at any time.

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

IN WITNESS WHEREOF, the Parties have executed this Memorandum to be effective as of the date first written above.

OWNER:
Woodland Water Company

Ronald Dose
Ron Dose, VICE PRESIDENT

THE STATE OF ILLINOIS

COUNTY OF PUTNAM

On this 11th day of NOVEMBER, 2020 before me a notary public, personally appeared Ron Dose, as VICE PRESIDENT of Woodland Water Company, who acknowledged that they executed the foregoing instrument for the purpose therein contained.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 11th day of NOVEMBER, 2020.

[Notary Stamp/Seal]



Lisa Beth Bellan
Notary Public, State of ILLINOIS
County of PUTNAM
My Commission Expires: January 8, 2021

GRANTEE:

SkyYield Wind Farm, LLC, a Delaware
limited liability company

By: Michael Rucker

Name: Michael Rucker

Its: Manager

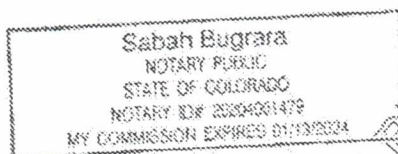
THE STATE OF COLORADO

COUNTY OF BOULDER

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared Michael Rucker, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8 day of December 2020

[Notary Stamp/Seal]



Sabah Bugrara
Notary Public, State of CO
County of Boulder
My Commission Expires: 1/13/2024

Exhibit I to

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

Legal Description of the Property

The following Parcels located in LaSalle County, Illinois, consisting of approximately 88.29 acres, more or less, and legally described as:

Parcel 1:

The West 660.23 feet of the Northwest Quarter of Section 16, Township 31 North, Range 1 East of the Third Principal Meridian, situated in LaSalle County, Illinois.

Property ID #30-16-101-000

Parcel 2:

The West Half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 5, Township 31 North, Range 1 East of the Third Principal Meridian, Hope Township, LaSalle County, Illinois, EXCEPTING therefrom the West Thirty (30) acres of the West Half ($W\frac{1}{2}$) of the Southeast Quarter of Section 5, Township 31 North, Range 1 East of the Third Principal Meridian, and further EXCEPTING therefrom the part of the West Half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$), in Section 5, Township 31 North, Range 1, East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of said West Half of the Southeast Quarter of Section 5; thence West 418.20 feet along the South line of said Section 5, the point of beginning, thence North 240.0 feet; thence West 310.0 feet; thence South 240.0 feet to the South line of said Section 5, thence East 310 feet to the point of beginning, all situated in Hope Township, except coal and minerals and the right to mine and remove the same; situated in LaSalle County, Illinois,

Property ID #30-05-406-000

The Property described in the foregoing legal description(s) is composed of the following Parcels:

<u>Property ID#</u>	<u>Acres</u>
30-16-101-000	40.00
30-05-406-000	48.29