

**21-07961**  
**W. DAVID STONE**  
**VERMILION COUNTY RECORDER**  
**DANVILLE, IL**  
**RECORDED ON**  
**10/05/2021 01:20 PM**  
**REC FEE: 51.00**  
**RHSP FEE: 9.00**  
**NON-STANDARD FEE:**  
**STATE TAX FEE:**  
**COUNTY TAX FEE:**  
**PAGES: 7**  
**ELECTRONICALLY RECORDED**

### **MEMORANDUM OF WIND ENERGY LEASE**

THIS MEMORANDUM OF WIND ENERGY LEASE (this "**Memorandum**") is dated as of September 1, 2021 (the "**Effective Date**") by and between Ricky A. Crist and Mallory A. Crist, husband and wife ("**Lessor**"), whose address is 488 N 1400 East Road, Atwood, Illinois 61913, and Salt Springs Wind Project, LLC, a Delaware limited liability company ("**Lessee**"), whose address is 16105 W. 113th Street, Suite 105, Lenexa, KS 66219, with reference to the following recitals:

A. Lessor owns that certain real property (including all air space thereof) described on Exhibit "A" attached hereto (the "**Property**"), which Property is located in the County of Vermilion, in the State of Illinois.

B. Lessor and Lessee (together, the "**Parties**" and each a "**Party**") have entered into that certain unrecorded Wind Energy Lease dated of even date herewith (the "**Lease**"), which affects the Property.

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and Lessee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

NOW, THEREFORE, for and in consideration the promises, covenants and agreements of the Parties contained in the Lease and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Lessor hereby leases the Property to Lessee and its successors and assigns, and Lessee hereby leases the Property from Lessor, upon all of the terms and conditions set forth in the Lease. As more fully provided in the Lease, without limiting the generality of the foregoing, Lessee shall have possession of the Property for the following wind energy uses and purposes (collectively, "**Wind Operations**"), to be conducted in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee: (a) determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data; (b) developing, constructing, erecting, installing, improving, enlarging, replacing, repowering, relocating and

removing from time to time, and using, maintaining, repairing, operating and monitoring the following, whether for the benefit of Wind Power Facilities on the Property or on other lands: (i) wind energy conversion systems and wind power generating facilities, including associated towers, foundations, support structures and equipment (collectively, "**Generating Units**"); (ii) electrical transmission, distribution and control facilities, and communications facilities, including overhead and underground lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, junction boxes, circuit breakers and transformers (collectively, "**Transmission Facilities**"); (iii) anemometers, meteorological towers, SODAR units, LiDAR units, and wind measurement, monitoring and recording equipment and facilities and radar-activated Aircraft Detection Lighting Systems ("**ADLS**") or other aircraft radar systems, and wildlife monitoring and recording equipment; (iv) roads, bridges, culverts and erosion control facilities; (v) control, operations, maintenance and administration buildings, (vi) laydown areas and maintenance yards related to the control, operations, maintenance and/or administration buildings installed on the Property; (vii) utility lines and installations; (viii) fences, gates and other safety and protection facilities; and (ix) other improvements, fixtures, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "**Wind Power Facilities**"); (c) vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities (whether located on the Property or on other lands), on, over and across the Property, by means of roads thereon if existing (which Lessee may widen, strengthen or otherwise improve), or otherwise by such roads as Lessee may construct from time to time ("**Access Rights**"); and (d) undertaking any other activities that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with or to accomplish any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies, and clearing all vegetation, including trees.

2. Among other things, the Lease includes (a) the exclusive right and easement on, over and across the Property for the free and unobstructed flow of wind currents and wind resources, together with the exclusive right to (i) develop, use, convert, maintain and capture such wind, (ii) convert wind energy into electrical energy and (iii) derive and keep all credits and income therefrom (subject to the payment of Rent to Lessor, as set forth below), and (b) the exclusive right and easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property.

3. The Lease shall initially be for a term of ten (10) years commencing on the Effective Date and ending on September 1, 2031. Lessee shall have the right and option to extend the term of the Lease for one additional period of forty (40) years, upon the terms set forth in the Lease.

4. Any Wind Power Facilities constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures and Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Wind Power Facilities installed on the Property, or in any profits or income derived therefrom.

5. Neither Lessor nor any of its tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor (collectively, "**Lessor Parties**") shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Lessee's Wind Operations (whether conducted on the Property or elsewhere), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor shall (a) interfere with or

impair the free, unobstructed and natural availability, flow, speed or direction of air or wind over or across the Property (whether by planting trees, constructing structures, or otherwise), or the lateral or subjacent support for the Wind Power Facilities or (b) engage in any other activity on the Property or elsewhere that might cause a decrease in the output, efficiency or longevity of the Wind Power Facilities.

6. Lessee may and is hereby authorized to apply for, process and obtain as the agent for and on behalf of Lessor, any land use, zoning, construction or other permits, entitlements, approvals, licenses, variances or other rights (including but not limited to any zoning change, conditional use permit, special use permit, building or zoning certificate or permit, and tax-incentive or tax-abatement program approval) from any governmental authority or other Person in connection with Wind Operations (each, an **"Approval"**). Lessor hereby agrees to and shall fully support and cooperate with Lessee in the conduct of Wind Operations and the exercise of Lessee's rights under the Lease, in providing any further assurances requested by Lessee, any governmental authority or other Person, and in carrying out and otherwise giving full force and effect to the purpose and intent of the Lease, including in Lessee's efforts to obtain any Approval or financing; and Lessor shall, without demand for or entitlement to any additional consideration therefor, (a) execute, approve or authorize any map, application, waiver, modification, adjustment, variance, estoppel certificate, consent and other document that is reasonably requested by Lessee in connection herewith or therewith and (b) return the same to Lessee within ten (10) days after Lessor's receipt thereof. Without limiting the generality of the foregoing, (i) if requested by Lessee, Lessor shall participate, in support of Lessee, in any municipal, county, regulatory or administrative proceedings or appeals respecting the Wind Power Facilities and (ii) in the event that the location of any Wind Power Facilities to be installed or constructed on the Property or any adjacent properties along or in proximity to property lines or structures, is limited or restricted by any private agreements, Encumbrances or Laws (including but not limited to any setback, overhang, noise or other requirements), Lessor (1) hereby waives enforcement of such agreements, Encumbrances and Laws, (2) shall assist Lessee in obtaining waivers, modifications, adjustments, variances or other relief from or elimination of the same and (3) shall execute all documents evidencing Lessor's agreement to such waivers, modifications, adjustments, variances or other relief from or elimination of such requirements. Lessee agrees to reimburse Lessor for Lessor's reasonable out-of-pocket expenses incurred in providing such cooperation to Lessee.

7. The Lease is for the additional purposes, is of the nature, and is subject to the requirements and limitations, set forth therein. The Lease also contains various other covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, termination of the Lease, quiet enjoyment, division of the Lease into separate agreements, conduct of Operations, restoration of the Property, assignment and lender protections.

8. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

9. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Lease and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the Parties and each Sublessee and any other person and entity having any interest therein during their ownership thereof, and

their respective Sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

10. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

***[SIGNATURES FOLLOW ON SEPARATE SHEETS]***

IN WITNESS WHEREOF, the Parties have executed and delivered this Memorandum as of the Effective Date.

LESSEE:

SALT SPRINGS WIND PROJECT, LLC,  
a Delaware limited liability company

By: [Signature]

Name: Brian Doherty

Title: Authorized Representative

STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

Be it remembered that on this 8<sup>th</sup> day of September 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brian Doherty, to me personally known, who being by me duly sworn did say that he is the Authorized Representative of Salt Springs Wind Project, LLC, a Delaware limited liability company, and that the within instrument was signed and delivered on behalf of said Salt Springs Wind Project, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

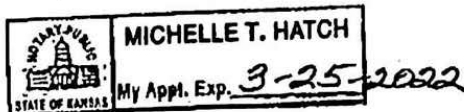
My Commission Expires:

3-25-2022

[SEAL]

[Signature]  
Notary Public in and for said County and State

Print Name: Nichelle T. Hatch



LESSOR:

Ricky A. Crist  
Ricky A. Crist

Mallory A. Crist  
Mallory A. Crist

STATE OF Illinois )  
COUNTY OF Piatt ) ss.

BE IT REMEMBERED, that on this 4th day of September, 2021, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Ricky A. Crist and Mallory A. Crist, husband and wife, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires:

6-25-23

[SEAL]

Kristine Issler  
Notary Public in and for said County and State

Print Name: Kristine Issler



**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY**

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF VERMILION, STATE OF ILLINOIS:

Tract 1:

Lot One (1):

Except the East 10.0 acres thereof;

AND,

Lots Two (2) and Three (3);

AND,

All that part of Lots Four (4) and Five (5) lying South of the Township Road;  
All in the School subdivision of Section Thirty (30), Township Seventeen (17) North, Range Ten (10) West of the Second (2<sup>nd</sup>) Principal Meridian, as shown at Plat Record 1, Page 180 situated in Vermilion County, Illinois.

Property Identification No.: 34-30-300-011

**This Instrument was prepared by  
And after recording please return to:**  
Brian Doherty  
Salt Springs Wind Project, LLC  
16105 West 113<sup>th</sup> Street, Suite 105  
Lenexa, Kansas 66219