

**WIND ENERGY LEASE
(Illinois – Salt Springs)**

THIS WIND ENERGY LEASE (this "**Lease**") is made, dated and effective as of September 1, 2021 (the "**Effective Date**"), by and between Ricky A. Crist and Mallory A. Crist, husband and wife ("**Lessor**"), and Salt Springs Wind Project, LLC, a Delaware limited liability company ("**Lessee**"); and Lessor and Lessee (together, the "**Parties**" and each a "**Party**") hereby contract and agree as follows:

1. **Lease.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor, Lessor hereby leases to Lessee and its successors and assigns, and Lessee hereby leases from Lessor, that certain real property, including all air space thereof, described on Exhibit "A" attached hereto and incorporated herein, as generally depicted on the map attached hereto as Exhibit "A-1" (the "**Property**"), which is located within an area of Vermilion County, Illinois that Lessee intends to develop as a wind energy project (the "**Project**"); provided, however, that this Lease is solely for wind energy purposes, and not for any other purpose. Among other things, this 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. The Parties agree that the Property consists of Seventy-four (74) acres of land (the "**Total Acreage**"). Notwithstanding Section 2, without first consulting with Lessor and obtaining Lessor's written consent, which consent shall not unreasonably be withheld, conditioned or delayed, Lessee shall not be entitled to install any Generating Units on and within those certain portions of the Property that are generally depicted on the map attached hereto as Exhibit "A-2" (the "**Restricted Areas**"). The Parties acknowledge that (a) the map attached hereto as Exhibit "A-2" is merely a general depiction of the Restricted Areas, (b) no precise description of the Restricted Areas has been prepared or is available and (c) they wish to avoid disputes as to whether Generating Units are in fact being placed inside of the Restricted Areas. Accordingly, (i) the map attached hereto as Exhibit "A-2" shall be construed with reasonable flexibility and (ii) so long as Lessee in good faith attempts to confine its Generating Units outside of the Restricted Areas, Lessee shall not be in default hereunder if it is later established that in fact that Generating Units were placed inside of the Restricted Areas. For avoidance of doubt, if no map appears on Exhibit "A-2", then the Parties agree that there are no Restricted Areas on the Property.

2. **Purpose of 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 other 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 types of vegetation, including trees.

3. Lessee's Obligations. In addition to the other obligations of Lessee provided in this Lease, Lessee shall perform the special obligations in favor of Lessor as set forth in Section 12.9.

4. Reservations By Lessor. Subject to Section 8.6 and the other rights of Lessee under this Lease, Lessor reserves the right to use the Property and conduct activities on the Property for any purpose (including farming, ranching, grazing, conservation, hunting, and oil, gas and other mineral exploration and development), and to lease the Property and grant easements and other rights on, over, under and across the Property to other persons, entities and governmental authorities (each, a "**Person**") for such purposes (and any income derived by Lessor therefrom shall belong entirely to Lessor); provided, however, that such uses, activities, leases, easements and rights shall not include wind energy development or the installation or use of any facilities related to wind energy development or generation, the right to which is exclusively granted to Lessee herein. Any such leases, easements and other grants of rights entered into after the Effective Date shall expressly provide that they are subject and subordinate in all respects to this Lease and to the rights of Lessee hereunder.

5. Term. This Lease shall initially be for a term (the "**Development Term**") commencing on the Effective Date and ending on the sooner to occur of (a) ten (10) years after the Effective Date or (b) the date on which the Extended Term commences. Lessee shall have the right and option (the "**Lease Extension Option**") to extend the term of this Lease for a single forty (40) year period (the "**Extended Term**") by giving Lessor written notice of such extension at any time prior to the expiration of the ten (10) year period described above, whereupon the Extended Term shall commence (and the Development Term shall end) on the date specified in such notice, which date shall in any event not be later than the expiration of such ten (10) year period (the "**Extended Term Commencement Date**"). For purposes of this Lease, if the Extended Term Commencement Date does not fall on January 1st, the first year of the Extended Term shall be the remainder of the calendar year in which Lessee exercises the Lease Extension Option (with Rent and all other annual payments being prorated during such partial year to include prorated credit for Development Term Rent for the remainder of such partial year) and the first full calendar year thereafter (with Rent and all other annual payments being made for such first full calendar year of the Extended Term and every year thereafter as provided in Section 6.2 below). If Lessee so requests, the Parties shall promptly execute and record a supplemental memorandum of this

Lease setting forth the expiration date of the Extended Term. Notwithstanding Section 2, Lessee shall not be permitted to commence construction of any Wind Power Facilities on the Property (other than anemometers, meteorological towers, LiDAR units, SODAR units, and wind measurement, monitoring and recording equipment and facilities) unless and until Lessee has exercised the Lease Extension Option.

6. Payments. Lessee shall pay or tender the following amounts to Lessor (collectively, the “*Rent*”):

6.1 Development Term Rent. Commencing on the Effective Date, and thereafter within fifteen (15) days after each anniversary of the Effective Date during the Development Term (unless this Lease is earlier terminated), Lessee shall pay to Lessor, annually in advance, an amount equal to the greater of (A) the annual per acre amount as shown on the table below multiplied by the Total Acreage or (B) the annual minimum payment (e.g., for illustrative purposes only, a Lessor with Property containing a Total Acreage of two (2) acres would be paid \$1,200.00 (during years 1-5 of the Development Term) as an annual minimum payment in lieu of the smaller per acre amount of \$30.00) (the “*Development Term Rent*”):

Lease year	Development Term Rent (per acre)	Development Term Rent (annual minimum payment)
1-5	\$15.00	\$1,200.00
6	\$16.00	\$1,200.00
7	\$17.00	\$1,200.00
8	\$18.00	\$1,200.00
9	\$19.00	\$1,200.00
10	\$20.00	\$1,200.00

Notwithstanding the foregoing, Lessee will pay the Development Term Rent for both the first Lease year and second Lease year within sixty (60) days after the Effective Date. Such prepaid Development Term Rent shall not be refundable, notwithstanding any earlier termination of this Lease. Any Development Term Rent payable for less than a full year shall be prorated by Lessee on the basis of a 365-day year.

6.2 Extended Term Rent. If Lessee exercises the Lease Extension Option, then the following shall apply:

6.2.1 For each calendar year during the Extended Term until this Lease expires or is earlier terminated, Lessee shall pay to Lessor the greater of the amount resulting from the calculations in subsection (a) or the amount resulting from the calculations in subsection (b) of this Section 6.2.1 and in the manner as set forth in this Section 6.2 (the “*Extended Term Rent*”):

(a) (i) the greater of (A) the annual per acre amount as shown on the table below multiplied by the Total Acreage or (B) the annual minimum payment (e.g., for illustrative purposes only, a Lessor with Property containing a Total Acreage of two (2) acres would be paid \$4,000.00 (during years 1-10 of the Extended Term) as an annual minimum payment in lieu of the smaller per acre amount of \$120.00):

Extended Term year	Extended Term Rent (per acre)	Extended Term Rent (annual minimum payment)
1-10	\$65.70	\$4,379.89
11-20	\$80.09	\$5,339.06
21-30	\$97.62	\$6,508.28
31-40	\$119.00	\$7,933.56

plus (ii) one of the following amounts, as applicable:

(Y) an annual amount as shown on the table below per Generating Unit on the Property:

Extended Term year	Extended Term Rent (per Generating Unit)
1-10	\$16,424.58
11-20	\$20,021.47
21-30	\$24,406.06
31-40	\$29,750.86

or (Z) in the event that there are no Generating Units then located on the Property, and Lessee constructs any roads or underground electrical transmission, distribution or communications facilities on the Property, which, when construction is completed, shall be contained within one or more 25-foot wide corridor or corridors (each 25-foot wide corridor containing roads and/or underground facilities (and appurtenant above ground facilities) a "**Corridor**"), an annual payment per linear foot of each Corridor within which such roads or underground facilities are actually installed on the Property in the amount shown on the table below:

Extended Term year	Extended Term Rent (per linear foot of Corridor)
1-10	\$2.19
11-20	\$2.67
21-30	\$3.25
31-40	\$3.97

or (b) a percentage, as shown on the table below, of the Gross Revenues (as defined below) actually received by Lessee during such year:

Extended Term year	Extended Term Rent (percent of Gross Revenues)
1-10	3%
11-20	4%
21-30	5%
31-40	6%

6.2.2 The sum of the per-acre amount (or annual minimum payment, if applicable) plus the per-Generating Unit amount or Corridor payment amount, as applicable, as set forth in clause (a) of Section 6.2.1, shall be paid quarterly in advance (which amount shall be divided by four (4) for such purpose), with each quarterly installment being due and payable in advance within fifteen (15) days after the first day of the applicable calendar quarter.

6.2.3 Within sixty (60) days after the end of each calendar year during the Extended Term, Lessee shall (a) conduct a "true-up" to determine the amount (if any) by which the sum calculated under clause (b) of Section 6.2.1 for such calendar year exceeds the sum paid to Lessor under clause (a) of Section 6.2.1 (as applicable) for such calendar year (an "**Excess Amount**") and (b) deliver to Lessor a statement reasonably showing the basis for the computation of such "true-up". If such "true-up" establishes that there is an Excess Amount, then Lessee shall, within such sixty (60) day period, pay the Excess Amount to Lessor. Such statement shall show (i) the meter readings of the Generating Units located on the Property during the applicable calendar year, as measured at such Generating Units, (ii) the aggregate meter readings of all of the Generating Units in the Project during the applicable calendar year, as measured at such Generating Units, (iii) the aggregate meter readings for the electricity delivered to the substation from all of the Generating Units in the Project during the applicable calendar year, as measured at such substation, and (iv) the Gross Revenues for the applicable calendar year. Lessor shall have the right to demand, in writing, an audit of the computation of the Extended Term Rent payable under clause (b) of Section 6.2.1 (the "**Computation**"), which audit shall be performed by an independent certified public accountant that is mutually agreeable to Lessor and Lessee (an "**Accountant**"). All of the costs associated with such audit shall be paid by Lessor; provided, however, that if such audit establishes that there has been an underpayment equal to or greater than five percent (5%) of the Extended Term Rent that in the aggregate should have been paid to Lessor for the calendar year which is the subject of such audit, then Lessee shall reimburse Lessor for all of its reasonable and verifiable out-of-pocket costs incurred in such audit. If such an audit is not demanded within twelve (12) months following the date of the statement sent to Lessor under Section 6.2.3 for a particular Computation, then Lessor shall conclusively be deemed to have waived its right to an audit with respect to such Computation and shall forever thereafter be precluded from bringing any legal action or proceeding to compel an audit of such Computation or to recover any underpayment of Extended Term Rent associated with or forming the basis of such Computation.

6.2.4 As used herein, the term "**Gross Revenues**" means the aggregate total revenue actually received by Lessee, during the applicable calendar year, from the sale by Lessee (a) to the wholesale purchaser of the electricity, of electrical energy generated and sold from Generating Units located on the Property, and (b) of any credits, portions of credits, and credit certificates including but not limited to renewable energy credits, or similar items such as those for greenhouse gas reduction, or the generation of green power, renewable energy or alternate energy from Generating Units located on the Property ("**RECs**"). However, the term "Gross Revenues" does not include (i) retail sales to public consumers (to the extent a public utility acquires the Project and/or Lessee); (ii) parasitic or other loss (i.e., electrical energy used to power Wind Power Facilities or Wind Operations, or lost in the course of transforming, shaping, transporting or delivering the electricity up to the point at which the Project's electrical system interconnects with the regional transmission system (the "**Point of Interconnection**")); (iii) sales of electrical energy for which payment is not received (including because of a default by the purchaser thereof); (iv) revenues received as reimbursement or compensation for wheeling costs or other electricity transmission or delivery costs or for transmission losses after the Point of Interconnection including, without limitation, pursuant to a power purchase agreement; or (v) revenues received from production tax credits or other similar tax credits or benefits (other than

RECs sold to a third party as described in (b) above). Notwithstanding the foregoing, Gross Revenues for the entire Project shall be reduced or offset by wheeling costs or other electricity transmission or delivery costs or for transmission losses incurred by Lessee (or its affiliates) and relating to the Project beyond the Point of Interconnection, including, without limitation, pursuant to a power purchase agreement. Except as provided above in this Section, Gross Revenues shall be calculated without offset for any costs of producing, gathering, storing, marketing or otherwise making electricity ready for sale.

6.2.5 Any Extended Term Rent under clause (a) of Section 6.2.1 that is payable for less than a full calendar quarter shall be prorated by Lessee on the basis of a 91-day quarter, while any Extended Term Rent payable under clause (b) of Section 6.2.1 for less than a full calendar year shall be calculated based on the Gross Revenues actually received during such partial calendar year. If any Development Term Rent is prepaid for any part of the Extended Term, then Lessee may credit a prorated portion of said Development Term Rent against any Extended Term Rent then or thereafter due to Lessor hereunder, as determined by Lessee.

6.2.6 Notwithstanding anything herein to the contrary, if Lessee is a "public utility" as defined by Illinois law, Lessee shall pay the amounts in clause (a) of Section 6.2.1, and such Lessee shall not be subject to clause (b) of Section 6.2.1, Section 6.2.3 or Section 6.2.5.

6.3 Installation Fees. In addition to Extended Term Rent, Lessee shall make the following additional one-time lump-sum payments, if applicable: (a) if any Generating Units are installed on the Property, Lessee shall pay to Lessor a one-time lump-sum amount equal to Two Thousand Dollars (\$2,000.00) for each such Generating Unit, (b) if any electrical transmission, distribution, or communication lines are installed on the Property, Lessee shall pay to Lessor a one-time lump-sum amount equal to One Dollar (\$1.00) per linear foot per trench containing such electrical transmission, distribution, or communication line installed on the Property (i.e., if multiple wires are contained in the same trench, the \$1.00 per foot payment will apply to the number of trenches and not with regard to the number of wires in each trench); (c) if the Property is used for crane path, Lessee shall pay to Lessor a one-time lump-sum amount equal to Three Dollars (\$3.00) per linear foot of crane path located on the Property; and (d) if any roads are constructed on the Property that do not lead to a Generating Unit on the Property (each, a "Stand-alone Road"), Lessee shall pay to Lessor a one-time lump sum amount equal to Four Dollars (\$4.00) per linear foot of Stand-alone Road actually installed on the Property. Each such payment made pursuant to this Section 6.3 is hereinafter called an "**Installation Fee**" and collectively, "**Installation Fees**" and shall be made within thirty (30) days after the commencement of construction of the applicable facility or improvement.

6.4 Temporary Facility Payments. In addition to Extended Term Rent, if any temporary storage yards, laydown areas, construction compounds, concrete batch plants or similar temporary facilities (each a "**Temporary Facility**") are installed on the Property, Lessee shall pay to Lessor Two Thousand Dollars (\$2,000.00) per acre for each acre of the Property footprint under which a Temporary Facility is actually constructed, with the total acreage of the footprint for any one Temporary Facility not to exceed twenty-five (25) acres, for each consecutive 12-month period such Temporary Facility is used. Each Temporary Facility payment shall be made within thirty (30) days after the commencement of construction of such Temporary Facility. Notwithstanding the foregoing, no Temporary Facility shall be installed without Lessor's prior written consent, which consent may be granted or withheld in Lessor's sole discretion.

6.5 Additional Annual Payments. In addition to Extended Term Rent, Lessee shall pay to Lessor an annual payment (each an "**Additional Annual Payment**" and collectively,

"Additional Annual Payments") for certain Wind Power Facilities actually constructed on the Property (the **"Additional Payment Facilities"**), but only as follows:

6.5.1 For overhead electrical transmission, distribution or communications lines with a voltage greater than 34.5kV, the amount shown on the table below per linear foot of the overhead line corridor:

Extended Term year	Additional Payment (per linear foot)
1-10	\$1.50
11-20	\$2.00
21-30	\$2.50
31-40	\$3.00

6.5.2 For each permanent control, operations, maintenance, or administration building with associated storage yard, the amount shown on the table below, plus an additional Three Thousand Dollars (\$3,000.00) per acre for each acre in excess of five (5) acres of the Property footprint under which a permanent control, operations, maintenance, or administration building with associated storage yard, laydown or maintenance yard is actually constructed, with the total acreage for any one of such facilities not to exceed ten (10) acres (i.e., measured on a per-facility basis):

Extended Term year	Additional Payment
1-10	\$10,949.72
11-20	\$13,347.65
21-30	\$16,270.71
31-40	\$19,833.90

6.5.3 For each permanent meteorological tower and ADLS unit (or other aircraft radar tower) (which may use up to 3 acres of land), the amount shown on the table below:

Extended Term year	Additional Payment
1-10	\$6,569.83
11-20	\$8,008.59
21-30	\$9,762.43
31-40	\$11,900.34

The first Additional Annual Payments shall be prorated and paid within thirty (30) days after the commencement of construction of the corresponding Additional Payment Facilities and thereafter each Additional Annual Payment shall be made no later than January 15th of the applicable calendar year.

6.6 Increase in Certain Payments. During the Development Term, the per-acre amounts, the annual minimum payment amounts, the per-Generating Unit amounts and the Corridor amounts set forth in Section 6.2.1, as well as the Installation Fees provided in Section 6.3, the Temporary Facility payments in Section 6.4, and the Additional Annual Payments provided in Section 6.5, shall automatically (without notice or demand) escalate to reflect any increases in the CPI Index (as hereinafter defined) commencing as of January 1, 2021 and ending

on December 31 for the year immediately preceding the Extended Term Commencement Date (the "**Calculation Date**"), on which date all such payment amounts shall become fixed and shall no longer escalate with further increases in the CPI Index. For purposes hereof, "**CPI Index**" shall mean the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. All such adjustments will be determined by multiplying each such payment amount referenced in this Section 6.6 by a fraction, the numerator of which is the CPI Index number for the Calculation Date and the denominator of which is the CPI Index number for January 2021.

6.7 Reimbursement for Damage. In addition:

6.7.1 If any of Lessor's structures or improvements are materially damaged or destroyed as a result of Wind Operations, then Lessee shall promptly repair or replace such structures or improvements.

6.7.2 If any of Lessor's livestock are damaged or destroyed as a result of Wind Operations, then Lessee shall promptly reimburse Lessor for the fair market value of such livestock.

6.7.3 In any given year, if any of Lessor's growing crops are materially damaged or destroyed as a result of Wind Operations (which shall include construction, repowering, decommissioning, and geotechnical work), then Lessee shall promptly pay to Lessor a one-time lump-sum amount equal to the greater of the actual out-of-pocket costs theretofore incurred by Lessor in planting, irrigating and fertilizing such crops or the harvested fair market value of such crops based on the following formula: $\text{Price} \times \text{Yield Per Acre} \times \text{Acres Damaged} = \text{Fair Market Value}$. The price will be based on the average of the March 1st and September 1st Chicago Board of Trade prices for that crop for the prior three crop years. Yield will be the average yield of the previous three years' yields according to Lessor's records. Absent any such records by Lessor, the average yields for the prior three years for the county in which the Property is located as calculated by Farm Services Agency shall be used. Lessee may request that Lessor not grow crops within a reasonable area around Wind Power Facilities, not to exceed a setback of twenty-five feet, and thereafter no crop damage payments will be payable with respect to such areas. To the extent any growing crops that may be damaged as a result of Lessee's Wind Operations on the Property are owned in whole or in part by an agricultural tenant of Lessor, Lessee shall make reimbursement payments pursuant to this Section 6.7.3 directly to Lessor's agricultural tenant in proportion to such agricultural tenant's ownership interest in such damaged crops, provided that Lessor has given prior written notice to Lessee of the existence of such agricultural lease and the relative proportion of ownership of such damaged crops between Lessor and any such agricultural tenants.

6.7.4 Lessee shall endeavor to avoid damage to Lessor's Drainage System (as defined below). If Lessee's Wind Operations on the Property damage Lessor's drainage system(s), including, but not limited to, drain tile, underground water or electrical service lines, and other aboveground or underground facilities used to manage drainage and irrigation of the Property ("**Drainage System**") existing on the Property during the term of the Lease, then Lessee shall make or cause to be made such repairs to the Drainage System as are necessary to return the Drainage System to a condition as good or better than the condition that existed immediately prior to the point in time when such damage occurred. Furthermore, upon either Party's request, Lessor or Lessor's appointed representative shall, in a timely manner, make himself or herself present to witness any repair of the Drainage System and Lessee shall accommodate reasonable requests from Lessor or their representative as to how the repairs are performed. Upon Lessor's

request Lessee shall provide to Lessor a map generally depicting the location of such repairs. Any underground utility lines installed by Lessee shall be trenched in or directionally bored and, to the extent that Lessor's Drainage System is buried less than five (5) feet below the surface, Lessee shall install any such underground utility lines below such Drainage System. Upon completion of construction of any Wind Power Facilities on the Property, Lessee shall return surface drainage of the Property to substantially the same condition or functional equivalent as existing prior to commencement of construction of such Wind Power Facilities. If, within three (3) years after construction of Wind Power Facilities, there are any material drainage deficiencies or flooding caused by such construction, Lessee shall make or cause to be made repairs to the Drainage System and shall pay for any damage to crops pursuant to Section 6.7.3 resulting from such drainage deficiencies or flooding.

6.7.5 At the same time Lessee makes the payment under Section 6.7.3 above for those crops damaged during initial construction, Lessee agrees to pay Lessor an additional amount to compensate Lessor for the potential future loss in crop yields associated with the initial construction (including the loss that may result from compaction) which such amount shall be equal to fifty percent (50%) of the amount paid by Lessee in Section 6.7.3 above (except that the "Acreage" to be used for the calculation under this Section 6.7.5 will not include those acres on which permanent Wind Power Facilities have been constructed and occupy the surface of the Property and as a result crops cannot be planted). If the initial construction continues into a second growing season and a second crop damages payment is owed under Section 6.7.3, Lessee agrees to pay an additional compaction payment to Lessor pursuant to the calculation in the foregoing provision. In addition, if Lessee's initial construction activities on the Property cause significant compaction in areas used by heavy equipment (including large cranes), Lessee agrees to restore such portions of the Property to their approximate condition existing immediately before said activities to the extent reasonably practicable.

6.8 Reimbursement for CRP Losses. If Lessor is a party to a Conservation Reserve Program ("**CRP**") contract with the U.S. Department of Agriculture (the "**USDA**"), Lessor shall provide Lessee with a copy of such CRP contract, together with all amendments and modifications thereto; and if applicable, Lessee shall reimburse Lessor for (a) any rental payments that Lessor would have received under the CRP contract but for the construction of Wind Power Facilities on the Property and (b) the penalties and interest, if any, assessed by the USDA as a result of the construction of Wind Power Facilities on the Property; provided, however, that (i) such reimbursement obligation shall not apply to any extension or renewal of such CRP contract or to any subsequent CRP contract, (ii) no portion of the Property that is being utilized or that Lessee anticipates utilizing for Wind Power Facilities shall be bid into the CRP after the Effective Date and (iii) Lessor shall cooperate with Lessee in completing and submitting applications for any exemptions allowed under the CRP for Wind Power Facilities.

6.9 Payment of Rent. All payments of Rent may be made by check deposited in the United States mail, first-class postage prepaid, addressed to Lessor at Lessor's address for notice purposes set forth in Section 12.1 or ACH deposit, at Lessee's sole discretion. Notwithstanding the foregoing, in the event the address provided beneath Lessor's signature in this Lease is different than the address for Lessor appearing on the W-9 (defined below), Lessee may rely on the address for Lessor set forth on the W-9 for purposes of Lessee's payment of Rent under this Lease. If sent by U.S. mail, the applicable Rent payment shall be deemed tendered to Lessor three (3) days after such check is so mailed. If at any time during the term of this Lease Lessor owns less than one hundred percent (100%) of the fee title interest in the Property, then the Rent payable to Lessor hereunder shall be reduced proportionately. Promptly following the execution of this Lease, Lessor (including all persons or entities that comprise Lessor) shall deliver to Lessee

a completed Internal Revenue Service Form (the "**W-9**"). Lessee shall have no obligation to make any payments of Rent or any other amounts due to Lessor hereunder until Lessor has returned to Lessee such completed W-9, and Lessee's failure or refusal to make any payment of Rent or any other amount due to Lessor hereunder as a result of Lessor's failure to deliver the W-9 shall not constitute an Event of Default hereunder.

6.10 No Representation Regarding Wind Power Facilities. Lessor acknowledges that (a) Lessee has made no representation or warranty as to the likelihood that Wind Power Facilities will be constructed on the Property, or, if constructed, that they will not be removed from the Property, and (b) any expression by Lessee to Lessor as to the expected number or type of Wind Power Facilities to be constructed on the Property, or the Rent to be derived by Lessor therefrom, is and was purely an estimate based on the information available to Lessee at the time and is not a covenant or guarantee that any such construction will occur. Further, nothing expressly stated or implied in this Lease or indicated to Lessor shall be construed as requiring Lessee to (i) undertake construction, installation or operation of any Wind Power Facilities on the Property or (ii) cause such Wind Power Facilities to remain on the Property; and the decision if, when and to what extent to construct or remove Wind Power Facilities shall be solely in Lessee's discretion.

7. Covenants By Lessee.

7.1 No Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of lien for labor and materials resulting from its Wind Operations; provided, however, that Lessee shall have the right to contest any such liens and claims by legal proceedings, which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required. Lessor shall in all respects cooperate with Lessee in such contest and shall be reimbursed for such cooperation as provided in Section 8.3.

7.2 Lessee's Obligation to Pay Taxes. Lessee shall pay when due all real and personal property taxes and assessments levied against Lessee's Wind Power Facilities on the Property or against Lessee's leasehold estate in the Property. Lessee shall also be responsible for any increase in real or personal property taxes levied against the Property during the term of this Lease as a direct result of Lessee's Wind Operations on the Property. However, Lessee shall not be liable for taxes or assessments attributable to improvements or facilities installed by Lessor or others on the Property, or to the underlying value of the Property itself, which taxes and assessments shall be paid by Lessor. Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or amount of any taxes or assessments for which it is responsible hereunder. Lessor shall in all respects cooperate with Lessee in such contest and shall be reimbursed for such cooperation as provided in Section 8.3.

7.3 Lessee's Obligation to Carry Insurance. Prior to commencing Wind Operations on the Property, Lessee shall obtain, and thereafter keep in force during the term of this Lease, (a) a policy of commercial general liability insurance covering property damage and liability for personal injury or death on or about the Property, with limits in the amount of One Million Dollars (\$1,000,000) per occurrence and in the aggregate and (b) an umbrella or excess liability policy in the amount of Four Million Dollars (\$4,000,000); provided, however, that such coverage may be provided as part of a blanket policy that also covers other properties. Upon request by Lessor, (a) Lessee shall cause Lessor to have additional insured status and (b) Lessee shall deliver a certificate of such insurance to Lessor.

7.4 Lessee's Obligation To Restore the Property.

7.4.1 Within six (6) months after completion of construction of the Project, Lessee shall restore the surface of such portions of the Property that are disturbed by Lessee's Wind Operations to a condition reasonably similar to its condition existing immediately prior to the commencement of construction of Wind Power Facilities on the Property, except for any parts of the Property that Lessee determines it needs for continuing Wind Operations.

7.4.2 Within twelve (12) months after the expiration, surrender or termination of this Lease, Lessee shall (a) remove from the surface of such portions of the Property any Wind Power Facilities owned or installed by Lessee thereon and (b) restore the surface of such portions of the Property to a condition reasonably similar to its condition existing immediately prior to the commencement of construction of Wind Power Facilities on the Property; provided, however, that with regard to any Wind Power Facilities located beneath the surface of the Property, including footings and foundations, Lessee shall only be required to remove the same to a depth of four (4) feet below the surface. Lessee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. Lessee shall continue to pay the per-acre Rent amount applicable at the time of expiration, surrender, or termination of the Lease under Section 6.2.1(a) to Lessor on a prorated basis until the removal of Wind Power Facilities from the Property pursuant to this Section 7.4.2 is complete.

7.4.3 Commencing on the fifteenth (15th) anniversary of the Extended Term Commencement Date, if Lessor reasonably determines that (a) the Generating Units on the Property are nearing the end of their useful lives, or (b) the cost of performing Lessee's obligations under Section 7.4.2 exceeds the salvage value of the Wind Power Facilities on the Property, then Lessor may, by written notice to Lessee, require Lessee to obtain and deliver to Lessor a letter of credit, bond, or such other reasonable means of security as determined by Lessee (the "**Security**"), in an amount (the "**Property Restoration Amount**") sufficient to ensure performance of Lessee's obligations under Section 7.4.2. Notwithstanding the foregoing, to the extent a surety bond, letter of credit, or other similar means of security is required by and delivered to the state or county where the Property is situated or any other local governmental entity, and to the extent such security amount is equal to or exceed the Property Restoration Amount, Lessee's obligation under this Section 7.4.3 will be deemed satisfied. If the Parties cannot agree upon the Property Restoration Amount, then the Property Restoration Amount shall be determined by an independent engineer mutually selected by the Parties, or, if the Parties cannot agree upon such independent engineer, then each of Lessor and Lessee shall appoint an independent engineer, and each of such engineers so selected will agree upon a third independent engineer, and the decision of such independent engineer (however selected) shall be binding and conclusive on the Parties. Lessee shall keep such Security, or replacement Security, in force throughout the remainder of the Extended Term. If Lessee so elects, it may obtain a blanket Security that covers both the Property Restoration Amount and the cost of restoration of other lands in the Project, so long as Lessor has the right to draw on such Security up to the Property Restoration Amount. Notwithstanding the foregoing, Lessee shall not be required to deliver the Security to Lessor if Lessee is in the process of repowering or otherwise redeveloping some or all of the Generating Units on the Property with new Generating Units, or intends to do so within one (1) year after Lessee's receipt of Lessor's written notice requiring Lessee to obtain and deliver the Security.

7.5 Lessee's Obligation to Comply with Law. Lessee shall enter into an Agricultural Impact Mitigation Agreement ("**AIMA**") with the Illinois Department of Agriculture ("**DOA**"). The AIMA shall be incorporated into and constitute a part of this Lease and be directly enforceable by

Lessor the same as any other Lease provision. Other than as expressly and specifically set forth in Sections 7.4, 12.9.8, and any other applicable sections of this Lease, Lessee shall construct the Wind Power Facilities, and shall complete all restoration and remediation activities, in accordance and compliance with the AIMA standards. If the AIMA that Lessee enters into with the DOA provides for landowner protections that are greater than the corresponding provisions and protections contained in this Lease, then such greater protections shall apply. Lessee shall comply in all material respects with the AIMA and all other laws, statutes, ordinances, regulations, decrees, orders and decisions of or issued by any governmental authority that are applicable to Lessee's Wind Operations on the Property ("**Law**" or "**Laws**"). Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or applicability of any such Law. Lessor shall in all respects cooperate with Lessee in such contest and shall be reimbursed for such cooperation as provided in Section 8.3.

7.6 Hazardous Materials. Without limiting the generality of Section 7.5, in conducting its Wind Operations on the Property, Lessee shall comply in all material respects with any Law (each, an "**Environmental Law**") governing the generation, manufacture, production, use, storage, release, discharge, transportation or presence of any substance, material or waste which is now or hereafter classified by any such Law as hazardous or toxic (each, a "**Hazardous Material**"). Further, Lessee shall promptly clean up, remove or take other legally-authorized remedial action as required by Environmental Law with regard to any contamination or damage to soil or ground water on or in the Property caused by any Hazardous Material brought onto the Property by Lessee, and for which clean up, removal or remedial action is required pursuant to Environmental Law.

7.7 Indemnification of Lessor. Lessee shall indemnify, defend and hold harmless Lessor against claims, liability, losses, damages, costs and expenses (collectively, "**Liability**") arising out of (a) physical damage to property and physical injuries or death to Lessor, Lessor's property or the public, (b) the presence or release of Hazardous Materials in, under, on or about the Property, or (c) the violation of any Environmental Law; in each case only to the extent proximately caused by Lessee's Wind Operations on the Property, and except to the extent such Liability is caused or contributed to by the gross negligence or willful misconduct of Lessor or Lessor's employees, agents, contractors or invitees. Notwithstanding the foregoing, (i) Lessee's liability for any damage or destruction of structures, improvements, livestock and crops shall be governed by Section 6.7, and not by this Section 7.7 and (ii) Lessee's liability under this Section 7.7 shall not include losses of income, rent, business opportunities, profits or the like that may result from Lessor's loss of use of portions of the Property by reason of Wind Operations (for which Lessor will be compensated solely through the provisions of Section 6). Lessee's obligations set forth in this Section 7.7 shall survive the expiration or earlier termination of this Lease.

8. Covenants By Lessor.

8.1 Quiet Enjoyment. During the entire term of this Lease, (a) Lessee shall have peaceful and quiet enjoyment of the Property, without hindrance or interruption by Lessor or any other Person and (b) Lessor shall protect and defend the right, title and interest of Lessee hereunder from any other rights, interests, title and claims of or by any Person. Without limiting the generality of the foregoing, if any Encumbrance, as defined below (including any mortgage against the Property or the lien of property taxes) provides for payment or performance of any obligations by Lessor, then Lessor shall, prior to delinquency, make such payment and perform such obligations.

8.2 Encumbrances. If any recorded or unrecorded lien, encumbrance, covenant, condition, reservation, restriction, easement, lease, sublease, occupancy, tenancy, mineral right, option, right of first refusal or other matter (each, an "**Encumbrance**") is found or claimed to exist against the Property or any portion thereof (regardless whether such Encumbrance existed as of the Effective Date or was created thereafter), and Lessee determines that such Encumbrance might delay, interfere with or impair Wind Operations, the exercise of any of Lessee's other rights under this Lease or the financing of any project, then Lessee shall be entitled to obtain a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably requested by Lessee) from the holder of such Encumbrance. Lessor shall fully and promptly cooperate with Lessee's efforts to obtain the same, and Lessor shall be reimbursed for such cooperation as provided in Section 8.3. Lessor represents and warrants to Lessee that there are no unrecorded Encumbrances against the Property or any portion thereof that have not been disclosed to Lessee in writing prior to the Effective Date, including any unrecorded agricultural, grazing or mineral leases.

8.3 Permitting; Cooperation; Further Assurances. 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 hereunder, 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 this 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.

8.4 Ownership of Wind Power Facilities. The Parties acknowledge and agree that (i) 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 (ii) 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.

8.5 Grant of Easements. Upon Lessee's request from time to time, Lessor shall grant to Lessee or to any other Person designated by Lessee, one or more easements for Access

Rights and Transmission Facilities on, over and across the Property, in such locations as may be designated by Lessee. Each such easement shall (a) provide for the payment to Lessor of consideration equal to the applicable amount for the respective Wind Power Facility provided in Section 6.5.1 (b) be separate and apart from this Lease, and perpetual (notwithstanding termination of this Lease) for so long as the grantee of the easement pays such consideration to Lessor, (c) be memorialized in a recordable form reasonably designated by Lessee, which contains all of the rights and privileges for Access Rights and Transmission Facilities as are set forth in this Lease and (d) run with the land, be binding on and inure to the benefit of the grantee and Lessor and their respective successors, and assigns.

8.6 No Interference. 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. Notwithstanding the foregoing limitations, construction of a Structure on the Property shall not be deemed to interfere with or impair the free flow of wind across the Property if it is less than 150' in height and is located at an agricultural or residential building site existing as of the Effective Date.

8.7 Indemnification of Lessee. Lessor shall indemnify, defend and hold harmless Lessee against Liability arising out of (a) the presence or release of Hazardous Materials in, under, on or about the Property, or (b) the violation of any Environmental Law; in each case only to the extent proximately caused by Lessor or any of the Lessor Parties, and except to the extent such Liability is caused or contributed to by the negligence or willful misconduct of Lessee or Lessee's employees, agents, contractors or invitees. Lessor's obligations set forth in this Section 8.7 shall survive the expiration or earlier termination of this Lease.

8.8 Good Faith Negotiations For Additional Facilities. In the event Lessee desires to install on the Property any laydown areas or maintenance yards (not related to any operations, control, maintenance, or administrative building), substations, interconnection and/or switching facilities, or energy storage facilities (each, an "**Additional Facility**"), Lessor agrees in good faith to negotiate with Lessee as to the location and compensation for any such Additional Facility on the Property.

9. Assignment and Financing. Lessee and any sublessee of Lessee shall have the absolute right at any time and from time to time, without obtaining Lessor's consent, to: (a) sell, convey, assign, sublease or otherwise transfer to any Person all or any portion of its right, title or interest under this Lease, in the Property and/or in any Wind Power Facilities; and/or (b) encumber, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Lease, in the Property and/or in any Wind Power Facilities to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). No such sale, conveyance, assignment, sublease or other transfer shall relieve Lessee of its obligations under this Lease unless Lessee assigns its entire interest hereunder, in which event Lessee shall have

no continuing liability. As used in this Lease, the term "**Lender**" means any Person that from time to time provides secured financing or extends secured credit for some or all of Lessee's wind energy projects, Wind Power Facilities or Wind Operations, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. Following the creation of a Lender's Lien, Lessee or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Lessor; provided, however, that the failure to give such notice shall not constitute an Event of Default (as defined below) but rather shall only have the effect of not binding Lessor hereunder with respect to such Lender until such notice is given.

10. Default; Remedies; Estoppel Certificates.

10.1 **Default.** If a Party (the "**Defaulting Party**") fails to perform its obligations under this Lease in any material respect (an "**Event of Default**"), then it shall not be in Default (as defined below) if it cures such Event of Default within sixty (60) days after receiving written notice from the other Party (the "**Non-Defaulting Party**") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "**Notice of Default**"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in Default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence. As used in this Lease, the term "**Default**" means an Event of Default that (a) has not been cured within the time provided herein or (b) as to which the Defaulting Party has not commenced performance of its obligations within the time provided or thereafter has failed to pursue the same to completion with commercially reasonable diligence as provided above.

10.2 **Remedies.** Subject to Section 11, upon a Default (but not sooner), the Non-Defaulting Party shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, which remedies shall be cumulative. Such remedies shall include the right in the Non-Defaulting Party to pay or perform any obligations of the Defaulting Party that have not been paid or performed as required herein, and to obtain (a) subrogation rights therefor and (b) immediate reimbursement from the Defaulting Party for the costs of such payment or performance. If Lessor is the Non-Defaulting Party, then, subject to Section 11, its remedies shall include the right to terminate this Lease by giving written notice of such termination to Lessee and to each Lender. If Lessor is the Defaulting Party, then Lessee may (but need not) offset such costs against the Rent or any other amounts due to Lessor hereunder.

10.3 **Estoppel Certificates and Consent.** Lessor shall, within ten (10) days after written request made from time to time by Lessee or any existing or proposed Lender, execute and deliver to the requesting Person an instrument (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the Rent has been paid, (c) certifying that there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by Lessee, such Lender and any Person that is proposing to invest in Lessee or in the Project.

11. Protection of Lenders. Notwithstanding any other provision of this Lease to the contrary: