

11.1 Lender's Rights. Each Lender shall have the absolute right (but not the obligation) to do the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the leasehold estate created by this Lease (the "**Leasehold Estate**"); (d) take possession of and operate the Property and the Wind Power Facilities or any portion thereof; (e) perform any obligations and exercise any rights of Lessee hereunder; (f) assign or transfer this Lease and the Leasehold Estate to any Person after obtaining the same; and (g) cause a receiver to be appointed to do any of the foregoing. Lessor's consent shall not be required for any of the foregoing; and, upon acquisition of the Leasehold Estate or this Lease by a Lender or any Person who acquires the same from or on behalf of a Lender, Lessor shall recognize the same as Lessee's proper successor, and this Lease shall remain in full force and effect.

11.2 Copies of Notices of Default. As a precondition to exercising any rights or remedies as a result of any Event of Default by Lessee, Lessor shall deliver a duplicate copy of the applicable Notice of Default to each Lender concurrently with delivery of such notice to Lessee, specifying in detail the Event of Default and the required remedy; provided, however, the right of a Lender to receive notices pursuant to this Section 11.2 shall apply only to those Lenders whose existence and notice address have been provided in writing to Lessor.

11.3 Lender's Cure Rights. The Lenders shall collectively have the same period of time after receipt of a Notice of Default to cure an Event of Default as is given to Lessee under this Lease, plus, in each instance, an additional sixty (60) days; provided, however, that such sixty (60)-day period shall be extended for the time reasonably required by the Lenders to complete such cure, including the time required for the Lenders to obtain possession of the Property, institute foreclosure proceedings or otherwise perfect their right and ability to effect such cure. Each Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee hereunder for purposes of curing any Event of Default. Lessor expressly consents to such substitution, agrees to accept such performance, and authorizes each Lender and its employees, agents, representatives and contractors to enter upon the Property to complete such performance with all of the rights and privileges of Lessee hereunder. Lessor shall not terminate this Lease prior to expiration of the cure periods available to the Lenders as set forth above. Further, neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as the Rent is paid by a Lender in accordance with the terms hereof.

11.4 Effect of Proceedings. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of all or part of the Property, the Wind Power Facilities and/or the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (a) within sixty (60) days after receiving a Notice of Default from Lessor as set forth in Section 11.2, a Lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (b) the Lender prosecutes any such proceedings to completion with commercially reasonable diligence; and (c) after gaining possession thereof, the Lender performs all of Lessee's other obligations hereunder as and when the same are due. If a Lender is prohibited from commencing or prosecuting the proceedings described above by Law or by any process, injunction of decision of any court, then such sixty (60)-day period shall be extended for the period of such prohibition.

11.5 Performance By Lender. Any Lender that does not directly hold an interest in this Lease, or that holds a Lender's Lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to the Leasehold Estate; and if such Lender succeeds to such absolute title, then such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title.

11.6 Rejection; New Lease. If this Lease is rejected or otherwise terminated pursuant to bankruptcy Law or any other Law affecting creditors' rights, then, so long as a Lender cures any monetary Event of Default by Lessee, Lessor shall, immediately upon written request from a Lender given within ninety (90) days after any such rejection or termination, enter into a new lease in favor of the Lender, which new lease shall (a) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee or any other Person prior to such rejection or termination), (b) be for a term commencing on the date of such rejection or termination, and continuing for the remaining term of this Lease before giving effect to such rejection or termination and (c) contain a grant of a leasehold estate in the Property or such portion thereof as to which the Lender held a Lender's Lien on the date of such rejection or termination; and, until such time as such new lease is executed and delivered, the Lender may enter and use the Property and conduct Wind Operations thereon as if this Lease were still in effect. At the option of the Lender, the new lease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of the lessee thereunder. If more than one Lender makes a written request for a new lease pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

11.7 Modifications of Lessee's Obligations. Lessor shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, nor shall Lessor accept a surrender of the Property or any part thereof or a termination by Lessee of this Lease; in each such case without the prior written consent of each Lender.

11.8 Amendment. At Lessee's request, Lessor shall amend this Lease to include any provision that may reasonably be requested by any existing or proposed Lender, and shall execute such additional documents as may reasonably be requested to evidence such Lender's rights under this Lease; provided, however, that without Lessor's consent, such amendment shall not materially impair the rights of Lessor under this Lease or extend the term of this Lease beyond the period of time stated in Section 5. Further, Lessor shall, within ten (10) days after written notice from Lessee or any existing or proposed Lender, execute and deliver thereto a certificate (a) to the effect that Lessor will accord to such Lender all the rights and privileges of a Lender hereunder and (b) containing such other provisions and consents as such Lender may reasonably request.

12. Miscellaneous Provisions.

12.1 Notices. Any notices, demands, correspondence or other communications required or permitted to be given hereunder (collectively, "**Notices**") shall be in writing and shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by overnight delivery service, freight prepaid, to the addresses provided beneath the signatures of the Parties as set forth below. Notices delivered by hand shall be deemed received when delivered. Notices sent by certified or registered mail or by overnight delivery service shall be deemed received upon (i) acceptance of delivery by the recipient or (ii) rejection of delivery by the recipient. Each Party may change its address for notice purposes by giving written notice of such change to the other Party in the manner provided in this Section 12.1, and each Lender may do the same by giving such notice to Lessor.

12.2 Lessee's Right To Surrender; Quitclaim. Subject to Section 11.7, Lessee shall have the right to terminate the Lease as to all or any part or parts of the Property at any time, effective upon thirty (30) days' written notice to Lessor and the payment to Lessor of One Hundred Dollars (\$100.00). Upon any such termination by Lessee, the Parties' respective rights and

obligations hereunder shall cease as to the Property (or such part or parts thereof, as applicable) as to which such termination applies (except that in the case of a partial termination, the Total Acreage shall not change for purposes of calculating the Rent); but this Lease shall remain in full force and effect as to any remaining parts of the Property. Further, upon expiration or termination of this Lease for any reason, Lessee shall execute and record in the county records a quitclaim deed or release of all of Lessee's right, title or interest under this Lease.

12.3 Force Majeure. Lessee's obligations under this Lease (exclusive of the obligation to pay Rent) shall be suspended and excused, and the time periods set forth herein shall be extended, while Lessee is prevented or substantially hindered or restricted, by an Event of Force Majeure, from conducting Wind Operations or performing its obligations hereunder. The term "**Event of Force Majeure**" means any of the following, whether actual or potential: strikes, lock outs or other labor disturbances; delays in transportation; the inability to secure labor or materials in the open market; acts of God or the elements; conditions attributable to acts of war, terrorism or civil disturbances; acts or failures to act of Lessor; the effect of any Laws; the failure of a governmental authority to issue any permit, entitlement, approval or authorization within sixty (60) days after Lessee submits an application for the same; or any other matter or condition beyond the reasonable control of Lessee.

12.4 Condemnation. If a Taking (as defined below) occurs, then the compensation payable therefor, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest, shall be distributed as follows: (a) any portion of such compensation attributable to the Taking of this Lease or the Wind Facilities, any cost or loss that Lessee may sustain in the removal and/or relocation of the Wind Facilities, or Lessee's anticipated or lost profits, shall be paid to Lessee; and (b) any portion of such compensation attributable to the Taking of the fee title, and all remaining amounts of such compensation, shall be paid to Lessor. The term "**Taking**" means the taking of the Property, the Wind Facilities, this Lease or any part thereof, by eminent domain, by inverse condemnation, by severance or for any public or quasi-public use.

12.5 Successors and Assigns. The Property shall be held, conveyed, encumbered, leased, used and occupied subject to the covenants and provisions of this Lease, which shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and any other Person having any interest therein during their ownership thereof, and their respective heirs, executors, administrators, successors and assigns.

12.6 Attorney's Fees.

12.6.1 In the event of any litigation for the interpretation, enforcement or termination hereof, or for damages for a Default hereunder, or which in any other manner relates to this Lease, Wind Operations or the Property, the prevailing Party shall be entitled to recover from the other Party its actual and reasonable costs and attorney's fees incurred in connection therewith.

12.6.2 To the extent Lessor has delivered to Lessee no later than one hundred twenty (120) days after the Effective Date (the "**Invoice Deadline**"): (i) a copy of a detailed and itemized invoice showing the description and amount of reasonable attorneys' fees actually incurred and paid by Lessor in connection with the negotiation and drafting of this Lease (the "**Attorneys' Fees**") and (ii) evidence of payment by Lessor of the Attorneys' Fees, Lessee will reimburse Lessor in the amount of such Attorneys' Fees within sixty (60) calendar days after receiving the invoice from Lessor; provided, however, such reimbursement shall not exceed Five

Hundred Dollars (\$500.00) and Lessee shall have no obligation to reimburse Lessor for any Attorneys' Fees under any invoices delivered to Lessee after the Invoice Deadline, regardless of when such Attorneys' Fees were incurred.

12.7 Construction. This Lease, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned herein, and all prior or contemporaneous agreements, understandings and representations are merged herein and superseded hereby. Should any provision of this Lease be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding. Except with respect to the rights conferred upon Lenders hereunder (which Lenders and their successors and assigns shall be third party beneficiaries hereof to the extent of the Lenders' rights hereunder), the covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns. This Lease shall not be interpreted as creating any partnership or other relationship between the Parties, other than that of landlord and tenant. Any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Lease and is hereby waived. No waiver by a Party of any term or provision hereof shall be deemed a waiver of any other term or provision, and any waiver of rights hereunder must be in writing to be effective. This Lease shall be governed by and interpreted in accordance with the Laws of the state in which the Property is located. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not affect the scope, meaning or intent hereof. This Lease 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.

12.8 Miscellaneous. This Lease shall not and cannot be modified or amended except by a writing signed by both Parties. Wherever the consent of a Party is required or requested hereunder, such consent shall not be unreasonably withheld, conditioned or delayed. Concurrently herewith, the Parties shall execute and deliver a memorandum of this Lease in the form attached as Exhibit "B", which Lessee may record in the county records. If Lessor consists of more than one Person, then the liability of each such Person shall be joint and several. Notwithstanding anything to the contrary in this Lease, neither Party shall be entitled to, and each Party hereby waives, any rights to recover consequential, incidental, punitive or exemplary damages, however arising, under or with respect to any action or inaction taken in connection with this Lease. If this Lease is not executed by one or more of the Persons comprising the Lessor, or by one or more Persons holding an interest in the Property, then this Lease shall nonetheless be effective, and shall bind all those Persons who have signed this Lease. Each of the Persons signing this Lease on behalf of a Party represents and warrants that he/she has the authority to execute this Lease on behalf of the Party for whom he/she is signing.

12.9 Special Obligations of Lessee. The following are special obligations of Lessee in favor of Lessor:

12.9.1 All costs and expenses of Wind Operations shall be borne by Lessee, and Lessor shall not be chargeable with or liable for any thereof.

12.9.2 Lessee shall not install any Generating Units within a distance from any residence on the Property, existing and occupied as of the Effective Date and not later abandoned or demolished prior to the commencement of construction, that is equal to the greater of (a) one

thousand five hundred (1,500) feet, or (b) the number of feet that is 110% of the height of the Generating Unit (measured from the ground to the tip of a blade at its highest point) without first obtaining Lessor's prior written consent.

12.9.3 Lessee shall consult with Lessor on its site development plan, showing Lessor the anticipated location of Wind Power Facilities on the Property, and Lessee shall in good faith take into consideration Lessor's concerns and suggestions, before Lessee makes, in its sole discretion, the final decisions as to the location of such Wind Power Facilities.

12.9.4 If Lessee constructs any new roads on the Property, upon either the written request of the Lessor or at Lessee's election, Lessee will install reasonably appropriate gates where such roads enter the Property, and, if so installed, Lessee shall furnish Lessor with keys to such gates.

12.9.5 After entering or exiting any gate providing access to the Property, Lessee shall close such gate, and, if requested by Lessor, shall lock the same; provided, however, that Lessee may leave such gates open during construction, installation, improvement, replacement, repair and maintenance of the Wind Power Facilities so long as such gates are attended while open.

12.9.6 Lessee shall regularly clean up any litter or refuse deposited on the Property by Lessee.

12.9.7 Lessee shall prohibit its employees from hunting on the Property, bringing on the Property any domestic animals, firearms or alcohol or driving at excessive speeds on the Property.

12.9.8 Lessee shall undertake reasonable measures to stockpile such topsoil that is scraped from the footprint of the Wind Power Facilities on the Property during the construction thereof for use in Lessee's restoration activities described in Section 7.4. Lessee shall not remove any material amount of topsoil from the Property without Lessor's approval.

12.10 Special Illinois Provisions.

12.10.1 The Parties acknowledge their desire for the provisions of this Lease to comply with all applicable Illinois and federal laws. As such, the following provisions are hereby added to this Lease, it being understood and agreed that if such provisions do not cause this Lease to comply in all respects with Illinois and federal law, then this Lease shall nonetheless remain in full force and effect, and shall be amended, in the manner that is fairest to each Party, to cause such compliance to occur; and the Parties agree to execute any amendments to this Lease or a new lease (in such form reasonably requested by Lessee) as may be necessary for that purpose. To the extent there is any question regarding the validity or enforceability of the Lease due to the effect of any applicable Illinois or federal law relating to wind leases or easements now or hereafter enacted, Lessor hereby agrees, upon Lessee's election, to amend the Lease as set forth above and Lessor hereby waives its rights under any such existing or hereinafter enacted laws.

12.10.2 The parties agree to cooperate, and Lessor agrees to assist Lessee, at no cost to Lessor, in order to comply with any County or municipal ordinances, including, without limitation, local ordinances or codes passed in accordance with 55 ILCS 5/5-12020 or 65 ILCS 5/11-13-26. Lessor shall fully support and cooperate with Lessee in order to comply with any

requirements of Lessee or any Wind Power Facilities pursuant to such laws in accordance with the provisions of Section 8.3.

12.10.3 Lessor agrees to assist and cooperate with Lessee, at no cost to Lessor, to comply with 35 ILCS 200/10-620, including, without limitation, allowing an Illinois registered land surveyor to prepare a plat showing the metes and bounds description of all Wind Power Facilities on the property and signing all necessary consents or applications for the chief county assessment officer to issue a separate parcel identification number or numbers for those portions of the Property containing Wind Power Facilities. To the extent the issuance of separate parcel identification numbers for the parcels containing Wind Power Facilities results in increased real estate taxes on such parcels, Lessee shall pay such increased taxes in accordance with Section 7.2 of this Lease.

12.11 Road Location Approval. The location and construction of roads on the Property shall be guided by a road site plan to be mutually agreed upon by Lessor and Lessee during the Development Term. Before Lessee may commence construction of any such roads on the Property, Lessee shall submit to Lessor for Lessor's approval a site plan (the "**Road Site Plan**") showing the location, centerline, and width of all roads to be constructed on the Property. Lessor shall have fifteen (15) days after receipt of the Road Site Plan to review and provide Lessee with its approval or disapproval. If Lessor disapproves, it shall provide comments and alternative routes or locations along with its disapproval notice, which alternative routes or locations shall be considered and accepted by Lessee so long as such proposed alternative routes or locations are commercially practicable, constructible, and do not substantially increase the costs and expenses of the initially proposed Road Site Plan. Once agreed upon by Lessor and Lessee, the Road Site Plan shall be attached to and incorporated into this Lease as an exhibit by an amendment to this Lease. If Lessor does not notify of approval or of disapproval and provide alternate routes or locations to Lessee in writing prior to the expiration of such fifteen (15) day approval period, Lessor shall be deemed to have approved the Road Site Plan and no amendment to this Lease shall be necessary. Lessee may relocate the centerline of any roads shown on an approved or deemed approved Road Site Plan by not more than fifty (50) feet, without the prior consent or approval of Lessor. Once a Road Site Plan is approved or deemed approved by Lessor, Lessee shall have the right, but not the obligation, to construct such roads on the Property in substantial compliance with the Road Site Plan. Nothing in this Section shall obligate Lessee to install any roads shown on the Road Site Plan. Furthermore, this Section shall apply only to the construction of roads on the Property and shall not limit or restrict Lessee's right to construct any other Wind Power Facilities on the Property, subject to consultation obligations in Section 12.9.3.

[SIGNATURES FOLLOW ON SEPARATE SHEETS]

LESSOR:

Ricky A. Crist
Ricky A. Crist

Mallory A. Crist
Mallory A. Crist

Address: 488 N 1400 East Road
Atwood, Illinois 61913

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 person(s) who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/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

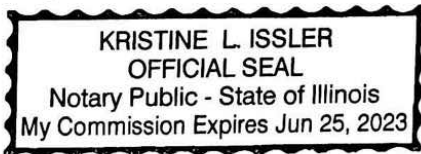


EXHIBIT "A"

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 (2nd) Principal Meridian, as shown at Plat Record 1, Page 180 situated in Vermilion County, Illinois.

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

EXHIBIT "A-1"

MAP GENERALLY DEPICTING THE PROPERTY

