Cover page for:

Wind Energy Lease Documents:

The following pages include copies of:

- **Wind Energy Lease** dated March 30, 2020 by and between the Karl Dane Kyle Living Trust dated September 27, 2018 (as "Lessor") and Wagon Wheel Wind Project, LLC (as "Lessee")
- **First Amendment to Wind Energy Lease** dated April 17, 2023 by and between Karl Dane Kyle, Trustee of the Karl Dane Kyle Living Trust dated September 27, 2018 (as "Lessor") and Wagon Wheel Wind Project, LLC (as "Lessee").

Auction Tracts 1 - 4

(Logan County, Oklahoma)

For November 17, 2026 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Karl Dane Kyle Living Trust

WIND ENERGY LEASE
(Oklahoma – Wagon Wheel)

THIS WIND ENERGY LEASE (this "***Lease***") is made, dated and effective as of March 30, 2020 (the "***Effective Date***"), by and between **Karl Dane Kyle Living Trust dated September 27, 2018** ("***Lessor***"), and Wagon Wheel 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 Ten and No/100 Dollars ($10.00) and other 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 (the "***Property***"); 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 **one hundred sixty (160) acres** of land (the "***Total Acreage***").

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, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities (collectively, "***Transmission Facilities***"); (iii) anemometers, meteorological towers, SODAR units and wind measurement, monitoring and recording equipment and facilities; (iv) roads, bridges, culverts and erosion control facilities; (v) control, maintenance and administration buildings, (vi) laydown areas and maintenance yards; (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.

2.1 Additional Transmission Facilities Rights. In addition to the foregoing, Lessee shall also have the right to install electrical transmission, distribution and control facilities, and communications facilities, including overhead and underground lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, and guy lines and anchors for the benefit of any other renewable energy project, including, without limitation, a current or future solar energy generation project (collectively, the "***Additional Transmission Facilities***"). Lessee shall make payments to Lessor for any Additional Transmission Facilities actually installed on the Property as provided in Section 6 of this Lease.

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) eight (8) 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 eight (8) 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 eight (8) 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 6.3 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, 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 Total Acreage multiplied by the amount shown on the following table for the applicable Lease year (the "***Development Term Rent***"):

Lease year	Development Term Rent (per acre)
1-5	$3.00
6-8	$5.00

The first payment of Development Term Rent shall be made within forty-five (45) days after the Effective Date. 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 Payment Instructions. Unless otherwise indicated in the table below, all payments issued hereunder will be paid to Owner, and if Owner is comprised of more than one person or entity, such payments will be issued by a single check payable to all such persons or entities. If Owner elects to have payments made as set forth in the table below, Owner and each person or entity holding record title to the Property hereby acknowledges and agrees that all payments are legally permitted to be made as set forth in the table below and that no other party shall have any right to such payments or to contest the payments and allocations as set forth below. Each person receiving payment pursuant to the table below hereunder agrees to fully indemnify, defend and hold harmless Grantee against claims and liability by any third party in connection with its payments hereunder to the person/entities set forth herein. **Check one below:**

X A single check should be issued payable to all persons/entities comprising Owner.

□ Separate checks should be issued to each Owner as set forth below:

Owner:	**Karl Dane Kyle Living Trust dated September 27, 2018**		
Payment Allocation:	**100%**		

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

6.3.1 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 amounts resulting from the calculations in the following subsections (a), (b) and (c) of this Section 6.3.1 and in the manner as set forth in this Section 6.3 (the "***Extended Term Rent***"):

(a) an annual amount as shown on the table below for each acre of the Total Acreage:

Extended Term year	Extended Term Rent (per acre)
1-10	$20.00
11-20	$25.00
21-30	$30.00
31-40	$35.00

(b) an annual amount as shown on the table below per Megawatt of Generating Units on the Property (as defined in Section 6.3.4 below):

Extended Term year	Extended Term Rent (per Megawatt)
1-10	$5,000.00
11-20	$6,000.00
21-30	$7,000.00
31-40	$8,000.00

or (c) 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	4%
11-20	5%
21-30	6%
31-40	7%

6.3.2 The per-acre amount set forth in clause (a) of Section 6.3.1, and the per-Megawatt amount set forth in clause (b) of Section 6.3.1, shall be calculated and the greater thereof 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.

6.3.3 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 (c) of Section 6.3.1 for such calendar year exceeds the sum paid to Lessor under clause (a) or (b) of Section 6.3.1 (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.

6.3.3.1 Audit. Lessor shall have the right to demand, in writing, an audit of the computation of the Extended Term Rent payable under clause (c) of Section 6.3.1 (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 6.3.3 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.

6.3.3.2 If any or all of the ownership of Generating Units installed on the Property is sold or transferred as part of the sale of Lessee's wind energy project to (i) a public utility company (a "***Utility***"), or (ii) any other entity that is consuming the power generated by the Generating Units for such entity's own operations and not re-selling such power on a wholesale basis (a "***Consuming Owner***"), such that Gross Revenues will not be produced by the sale of electricity to an offtaker or other entity pursuant to a power purchase agreement, then for purposes of calculating Rent during such period of Utility or Consuming Owner ownership, the annual Gross Revenues for such Generating Units shall be calculated based on the energy generated by such Generating Units multiplied by the per kilowatt-hour rate set forth in the power purchase agreement then in effect before such sale of the Generating Units to the Utility or Consuming Owner, subject to such adjustments over time as would have been applicable under the power purchase agreement, if any, had it continued in effect. If no power purchase agreement has been entered into at the time of sale to a Utility or Consuming Owner, Lessor and Lessee shall cooperate in good faith to determine the then current power purchase agreement rate for the sale of electricity which would have been obtained for the Lessee's wind energy project had it not been sold to a Utility or Consuming Owner (the "***PPA Rate***"), taking into consideration the project specifications, then-current local market conditions, and such other factors as a reasonably prudent wind energy developer would consider in entering into a power purchase agreement. If Lessor and Lessee cannot agree on the PPA Rate within thirty (30) days after Lessee has delivered written notice to Lessor of the sale of the wind energy project to a Utility or Consuming Owner (the "**Determination Period**"), Lessee may: (a) pay Lessor based on the PPA Rate it estimates and proposes in good faith, (b) continue the operation of the wind energy project on the Property, and (c) continue to have the quiet enjoyment of the Property and benefit of this Lease without interruption. Either Party may then, within six months after the expiration of the Determination Period (the "***Arbitration Period***"), submit the determination of the PPA Rate to binding and final arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any difference in Rent actually paid to Lessor at the PPA Rate determined

by Lessee and the Rent due to Lessor at the PPA Rate determined by the arbitrator shall be paid or refunded to the party to whom it is due within ninety (90) days of the arbitrator's final adjudication, with interest at eight percent (8%) per annum. If neither Party submits Lessee's determination of the PPA Rate for arbitration prior to the expiration of the Arbitration Period, the PPA Rate, as determined by Lessee, shall be binding upon both Parties. If the acquiring Utility or Consuming Owner shall thereafter sell or transfer the acquired Generating Units to an entity that is not a Utility or Consuming Owner, then Gross Revenues shall again be determined as set forth Section 6.3.3 above.

6.3.4 As used herein, the phrase "per Megawatt of Generating Units on the Property" means the number of megawatts of capacity of the Generating Units (based on the nameplate capacity thereof) that are actually installed and existing on the Property (i.e., construction thereof has been completed, and until their physical removal from the Property); in each case as of the first day of the applicable calendar quarter and regardless whether or not said Generating Units are operating.

6.3.5 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 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: (w) 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***")); (x) sales of electrical energy for which payment is not received (including because of a default by the purchaser thereof); (y) 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 (z) 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.

6.3.6 Any Extended Term Rent under clause (a) or (b) of Section 6.3.1 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 (c) of Section 6.3.1 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.

6.4 Installation Fees. In addition to Extended Term Rent, Lessee shall make the following additional one-time lump-sum payments, if applicable (each such payment made

pursuant to this Section 6.4 is hereinafter called an "***Installation Fee***" and collectively, "***Installation Fees***" and shall be made prior to the commencement of construction of the applicable facility on the Property):

Facilities	Installation Payment
Generating Units	$3,000.00 per Generating Unit
Overhead Transmission Lines	$2.00 per linear foot
Corridor (defined below)	$2.00 per linear foot

In the event that (a) there are no Generating Units (i) then located on the Property, or (ii) planned to be located on the Property within one (1) year after construction of the roads and underground facilities contemplated in clause (b) below, and (b) 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, a "***Corridor***"), then Lessee shall pay to Lessor, in addition to Extended Term Rent, a one-time payment per linear foot of each Corridor within which such roads or underground facilities are actually installed on the Property in the amount of $2.00 per linear foot set forth above under Installation Payment (each a "***Corridor Payment***"). Lessee shall use commercially reasonable efforts during construction to limit construction traffic and activity for the Corridor to a 100-foot construction corridor. The Corridor Payment shall be paid to Lessor prior to the commencement of construction of each such road(s) or underground facilities on the Property. The number and location of such Corridors, and the roads and underground facilities to be constructed therein, shall be determined by Lessee in Lessee's sole discretion. In the event a grouping of installed roads or underground facilities contemplated by this Section exceeds 25 feet in width, such event shall not constitute a default under this Section, but shall be deemed to be multiple Corridors of 25 feet each as necessary to contain such grouping of roads or underground facilities.

6.5 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 a lump-sum amount equal to Six Thousand Dollars ($6,000.00), plus an additional Two Thousand Dollars ($2,000.00) per acre for each acre in excess of three acres 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 prior to the commencement of construction of such Temporary Facility.

6.6 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:

6.6.1 For overhead electrical transmission, distribution or communications lines with a voltage of 34.5kV or less, 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	$1.00

11-20	$1.50
21-30	$2.00
31-40	$2.50

6.6.2 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

6.6.3 For each permanent meteorological tower (which may use up to 3 acres of land), the amount shown on the table below:

Extended Term year	Additional Payment
1-10	$5,000.00
11-20	$6,000.00
21-30	$7,000.00
31-40	$8,000.00

6.6.4 For each substation, including any energy storage facilities (which may use up to 10 acres of land), the amount shown on the table below:

Extended Term year	Additional Payment
1-10	$10,000.00
11-20	$12,000.00
21-30	$14,000.00
31-40	$16,000.00

6.6.5 For each permanent operations, maintenance or administration building with associated storage yard (which may use up to 5 acres of land), the amount shown on the table below:

Extended Term year	Additional Payment
1-10	$10,000.00
11-20	$12,000.00
21-30	$14,000.00
31-40	$16,000.00

The first Additional Annual Payments shall be prorated and paid prior to construction of the corresponding Additional Payment Facilities and thereafter each Additional Annual Payment shall be made no later than January 15 of the applicable calendar year.

6.7 Increase in Certain Payments. During the Development Term, the per-acre amount set forth in clause (a) of Section 6.3.1, and the per-Megawatt amount set forth in clause (b) of Section 6.3.1, as well as the Installation Fees provided in Section 6.4, the Temporary Facility payments in Section 6.5, and the Additional Annual Payments provided in Section 6.6, shall automatically (without notice or demand) escalate to reflect any increases in the CPI Index (as hereinafter defined) commencing as of January 1, 2020 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 6.7 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 2020.

6.8 Reimbursement for Damage. In addition: 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. 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. If any of Lessor's growing crops are materially damaged or destroyed as a result of Wind Operations, 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 fair market value of such crops in their condition prior to such damage, destruction or removal. Lessee may request that Lessor not grow crops within a reasonable area around Wind Power Facilities 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 6.8 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.

6.9 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.

6.10 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. If sent as above provided, 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.

6.11 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 be named as an additional insured in such policies 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 Lessee's wind 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 as of the Effective Date, 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 as of the Effective Date; 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.

7.4.3 Commencing on the tenth (10th) 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. 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 by an independent engineer selected by the presiding justice of the County in which the Property is situated; 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 Lessee's wind 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 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 comply in all material respects with all 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 process and obtain any permits, entitlements, approvals, licenses, variances or other rights (including any zoning change, conditional use 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 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, 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 demanding additional consideration therefor, (a) execute any map, application, waiver, 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 appeals or regulatory proceedings 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 near property lines is limited or restricted by any private agreements, Encumbrances or Laws (including any setback requirements), Lessor (1) hereby waives enforcement of such agreements, Encumbrances and Laws, (2) shall assist Lessee in obtaining waivers or variances from the same and (3) shall execute all documents evidencing Lessor's agreement to the waiver 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 provided in Section 6.6.1 or Section 6.6.2, (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. To the extent Lessee desires to construct transmission facilities on the Property as contemplated in Section 2.1, at Lessee's election, Lessor shall grant a separate easement to Lessee, or any other Person designated by Lessee, for such purposes as contemplated in Section 8.5.

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.

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.

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 Lessee's wind project.

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

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.

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 touch and concern and 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. 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.

12.7 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 existing and occupied residence on the Property that is equal to the greater of (a) one thousand (1,000) 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).

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, 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 have no right to use water from the Property without further consent from Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Lessee will pay Lessor for the water used by Lessee at a commercially reasonable rate mutually agreed upon by Lessor and Lessee.

12.10 Special Oklahoma Provisions.

12.10.1 The Parties acknowledge their desire for the provisions of this Lease to comply with all applicable Oklahoma 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 Oklahoma 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 Oklahoma 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 Federal, State, County or municipal laws, rules or ordinances. 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 existing or hereafter enacted laws in accordance with the provisions of Section 8.3.

12.10.3 In the event that Lessor receives a notice of intent to drill, of intent to conduct seismic operations, or of any other intent or desire to use any portion of the surface of the Property for any activity related to exploration for, or production and marketing of, oil, gas, or other minerals from the Property, Lessor shall promptly provide a copy of such notice to Lessee. Lessor shall notify Lessee of, and allow Lessee to participate in, any negotiations with, or proceedings involving, parties desiring to conduct such activities.

[SIGNATURES FOLLOW ON SEPARATE SHEETS]

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

LESSEE:

WAGON WHEEL WIND PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: James Williams
Vice President

Title: _____

Address: 1 S. Wacker Drive, Suite 1800
Chicago, Illinois 60606

STATE OF Colorado)
) ss.
COUNTY OF Denver)

BE IT REMEMBERED that on this 30 day of March, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James Williams, to me personally known, who being by me duly sworn did say that he/she is the Vice President of Wagon Wheel Wind Project, LLC, a Delaware limited liability company, and that the within instrument was signed and delivered on behalf of said Wagon Wheel 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:

5.14.22
[SEAL]

JoEllen Billotte
Notary Public in and for said County and State

Print Name: JoEllen Billotte

JOELLEN BILLOTTE
Notary Public
State of Colorado
Notary ID # 20184020439
My Commission Expires 05-14-2022

LESSOR: Karl Dane Kyle Living Trust dated September 27, 2018

Karl Dane Kyle
Name: Karl Dane Kyle, Trustee

Address: 5917 Primrose Lane
Stillwater, OK 74074

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

BE IT REMEMBERED that on this 27th day of February, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Karl Dane Kyle, Trustee of the Karl Dane Kyle Living Trust dated September 27, 2018, to me known to be the identical person(s) who executed the within foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

06-18-2020
[SEAL]

Jerry L. Williams
Notary Public in and for said County and State
Print Name: Jerry L. Williams

JERRY L. WILLIAMS
Notary Public
State of Oklahoma
Commission #08006324

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF LOGAN, STATE OF OKLAHOMA:

The Northwest Quarter (NW/4) of Section Twenty-four (24), Township Nineteen (19) North, Range Three (3) West of the Indian Meridian, Logan County, Oklahoma

Q#

EXHIBIT "B"

MEMORANDUM OF WIND ENERGY LEASE

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Q#

MEMORANDUM OF WIND ENERGY LEASE

THIS MEMORANDUM OF WIND ENERGY LEASE (this "***Memorandum***") is dated as of _____, 2020 (the "***Effective Date***") by and between _____ ("***Lessor***"), whose address is _____, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company ("***Lessee***"), whose address is 1 S. Wacker Drive, Suite 1800, Chicago, Illinois 60606, 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 _____, in the State of Oklahoma.

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, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities (collectively, "***Transmission Facilities***"); (iii) anemometers, meteorological towers, SODAR units and wind measurement, monitoring and recording equipment and facilities; (iv) roads, bridges, culverts and erosion control facilities; (v) control, maintenance and administration buildings, (vi) laydown areas and maintenance yards; (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 vegetation.

2. In addition to the foregoing, Lessee shall also have the right to install electrical transmission, distribution and control facilities, and communications facilities, including overhead and underground lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, and guy lines and anchors for the benefit of any other renewable energy project, including, without limitation, a current or future solar energy generation project.

3. 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.

4. The Lease shall initially be for a term of eight (8) years commencing on the Effective Date. 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.

5. 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.

6. 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.

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, and rights of the Lessee to participate in negotiations for use of any portion of the surface of the Property for any activity related to exploration for, or production and marketing of, oil, gas, or other minerals from the Property.

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.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

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

LESSEE:

WAGON WHEEL WIND PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Address: 1 S. Wacker Drive, Suite 1800
Chicago, Illinois 60606

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who being by me duly sworn did say that he/she is the _____ of Wagon Wheel Wind Project, LLC, a Delaware limited liability company, and that the within instrument was signed and delivered on behalf of said Wagon Wheel 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:

_____

[SEAL]

_____
Notary Public in and for said County and State

Print Name: _____

LESSOR:

_____
Name:

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____, to me known to be the identical person(s) who executed the within foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

_____
Notary Public in and for said County and State

_____
[SEAL]

Print Name: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF _____, STATE OF OKLAHOMA:

This Instrument was prepared by
And after recording please return to:
Wagon Wheel Wind Project, LLC
1 S. Wacker Drive, Suite 1800
Chicago, Illinois 60606

Q#

MEMORANDUM OF WIND ENERGY LEASE

THIS MEMORANDUM OF WIND ENERGY LEASE (this "***Memorandum***") is dated as of March 30 2020 (the "***Effective Date***") by and between **Karl Dane Kyle Living Trust dated September 27, 2018** ("***Lessor***"), whose address is 5917 Primrose Lane Stillwater, OK 74074, and Wagon Wheel Wind Project, LLC, a Delaware limited liability company ("***Lessee***"), whose address is 1 S. Wacker Drive, Suite 1800, Chicago, Illinois 60606, 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 Logan, in the State of Oklahoma.

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, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities (collectively, "***Transmission Facilities***"); (iii) anemometers, meteorological towers, SODAR units and wind measurement, monitoring and recording equipment and facilities; (iv) roads, bridges, culverts and erosion control facilities; (v) control, maintenance and administration buildings, (vi) laydown areas and maintenance yards; (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 vegetation.

2. In addition to the foregoing, Lessee shall also have the right to install electrical transmission, distribution and control facilities, and communications facilities, including overhead and underground lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, and guy lines and anchors for the benefit of any other renewable energy project, including, without limitation, a current or future solar energy generation project.

3. 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.

4. The Lease shall initially be for a term of eight (8) years commencing on the Effective Date. 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.

5. 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.

6. 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.

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, and rights of the Lessee to participate in negotiations for use of any portion of the surface of the Property for any activity related to exploration for, or production and marketing of, oil, gas, or other minerals from the Property.

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.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

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

LESSEE:

WAGON WHEEL WIND PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: James Williams

Title: Vice President

Address: 1 S. Wacker Drive, Suite 1800
Chicago, Illinois 60606

STATE OF Colorado)
) ss.
COUNTY OF Denver)

BE IT REMEMBERED that on this 30 day of March, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James Williams, to me personally known, who being by me duly sworn did say that he/she is the Vice President of Wagon Wheel Wind Project, LLC, a Delaware limited liability company, and that the within instrument was signed and delivered on behalf of said Wagon Wheel 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:

5.14.22
[SEAL]

_____
Notary Public in and for said County and State

Print Name: JoEllen Billotte

JOELLEN BILLOTTE
Notary Public
State of Colorado
Notary ID # 20184020439
My Commission Expires 05-14-2022

LESSOR: Karl Dane Kyle Living Trust dated September 27, 2018

Karl Dane Kyle

Name: Karl Dane Kyle, Trustee

Address: 5917 Primrose Lane
Stillwater, OK 74074

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

BE IT REMEMBERED that on this 27th day of February, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Karl Dane Kyle, Trustee of the Karl Dane Kyle Living Trust dated September 27, 2018, to me known to be the identical person(s) who executed the within foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

06-18-2020
[SEAL]

Notary Public in and for said County and State

Print Name: Jerry L. Williams

JERRY L. WILLIAMS
Notary Public
State of Oklahoma
Commission #08006324

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF LOGAN, STATE OF OKLAHOMA:

The Northwest Quarter (NW/4) of Section Twenty-four (24), Township Nineteen (19) North, Range Three (3) West of the Indian Meridian, Logan County, Oklahoma

This Instrument was prepared by
And after recording please return to:
Wagon Wheel Wind Project, LLC
1 S. Wacker Drive, Suite 1800
Chicago, Illinois 60606

FIRST AMENDMENT TO WIND ENERGY LEASE

THIS FIRST AMENDMENT TO WIND ENERGY LEASE (this "Amendment") is made, dated as of April 17th, 2023, by and between Karl Dane Kyle, Trustee of the Karl Dane Kyle Living Trust dated September 27, 2018 (together with its transferees, successors, and assigns, "Lessor"), and Wagon Wheel Wind Project, LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Lessor and Lessee agree, covenant and contract as set forth in this Amendment.

WITNESSETH:

WHEREAS, Lessee and Lessor entered into that certain Wind Energy Lease dated March 30, 2020 ("the Lease") and evidenced of record by that certain Memorandum of Wind Energy Lease dated effective as of March 30, 2020, and recorded on July 16, 2020, as Document No. 2020-006895, in Book 2960, at Page 297 in the Official Public Records of Logan County, Oklahoma, encumbering real property described in Exhibit A attached hereto.

WHEREAS, Lessee and Lessor desire to amend the Lease on the terms and conditions as provided below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor hereby amend the Lease as follows:

1. **Lease**. The Lease is hereby amended by inserting the following before the last sentence of Section 1:

> "This Lease also includes the non-exclusive right to use and enjoy all rights-of-way, easements, servitudes, licenses, tenements, roadways, hereditaments, and appurtenances belonging or relating to the Property, together with a non-exclusive easement over and across the Property, for any audio, visual, view, light, shadow, noise, flicker, vibration, air turbulence, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Lessee's Wind Operations."

2. **Term**.

a. Section 5 of the Lease is hereby amended by deleting the last sentence of Section 5 in its entirety and substituting in lieu thereof the following:

> "It is the parties understanding that the Extended Term will commence upon the date on which Lessee begins production of electrical energy generated by substantially all of the Generating Units to be included in the project (as declared by Lessee, the "**Operations Date**")."

3. **Payments**.

a. If the annual per acre Development Term Rent is not equal to or greater than One Thousand Dollars ($1,000), then Lessee shall pay to Lessor an amount equal to One Thousand Dollars ($1,000) as Development Term Rent in lieu of the per acre Development Term Rent.

b. The Lease is hereby amended by deleting Section 6.2 in its entirety.

c. Section 6.3.1(b) of the Lease is hereby amended by deleting the Extended Term Rent (per Megawatt) table therein in its entirety and substituting in lieu thereof the following increased Extended Term Rent (per Megawatt) payments (changes shown in *italics*):

Extended Term year	Extended Term Rent (per Megawatt)
1-10	*$6,000.00*
11-20	*$7,000.00*
21-30	*$8,000.00*
31-40	*$9,000.00*

d. The Lease is hereby amended by deleting Section 6.3.1(c) in its entirety and substituting in lieu thereof the following text and increased Extended Term Rent (percent of Gross Revenues) payments (increased percentages shown in *italics*):

"or (c) a percentage, as shown on the table below, of the Gross Revenues (as defined below) calculated in accordance with Section 6.3.5 below with respect to electric energy produced during such year from the Generating Units then located on the Property:"

Extended Term year	Extended Term Rent (percent of Gross Revenues)
1-10	*5%*
11-20	*6%*
21-30	*7%*
31-40	*8%*

e. The Lease is hereby amended by deleting Section 6.3.2 in its entirety and substituting in lieu thereof the following:

"6.3.2 The per-acre amount set forth in clause (a) of Section 6.3.1, and the per-Megawatt amount set forth in clause (b) of Section 6.3.1, shall be calculated and the greater thereof paid semi-annually (which amount shall be divided by two (2) for such purpose), with the first semi-annual payment made within forty-five (45) days after the Operations Date, and each subsequent semi-annual installment being due and payable within forty-five (45) days of the end of each semi-annual period

(such end being the six-month and one-year anniversary date of the Operations Date)."

f. The Lease is hereby amended by deleting Section 6.3.3.2 in its entirety.

g. The Lease is hereby amended by deleting Section 6.3.5 in its entirety and substituting in lieu thereof the following:

"6.3.5 As used herein, the term "***Gross Revenues***" shall mean an amount equal to the product of (x) the actual megawatt hours of electric energy produced from the Generating Units then located on the Property during the applicable period of time, as measured by the meter at the point of interconnection of the gen-tie line from the Project with the transmission system functionally controlled by Southwest Power Pool, Inc., or its successor, multiplied by (y) a fixed rate of $30.00 per megawatt hour. In the event that electrical energy produced from Generating Units located on the Property is commingled with electrical energy produced from Generating Units located on other lands prior to such point of interconnection, then Lessee shall, using such methods, calculations, procedures and/or formulae as Lessee may in good faith adopt, allocate to the Property a proportionate share of the electric energy as measured at such point of interconnection."

h. The Lease is hereby amended by deleting Section 6.3.6 in its entirety and substituting in lieu thereof the following:

"6.3.6 Any Extended Term Rent under clause (a) or (b) of Section 6.3.1 that is payable for less than a full calendar year shall be prorated by Lessee, while any Extended Term Rent payable under clause (c) of Section 6.3.1 for less than a full calendar year shall be calculated based on the Gross Revenues with respect to electric energy produced during such partial calendar year from the Generating Units then located on the Property. 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."

i. The Lease is hereby amended by deleting Section 6.4 in its entirety and substituting in lieu thereof the following:

"6.4 Installation Fees. In addition to Extended Term Rent, Lessee shall make the following additional one-time lump-sum payments, if applicable (each such payment made pursuant to this Section 6.4 is hereinafter called an "***Installation Fee***" and collectively, "***Installation Fees***" and shall be made on or prior to the due dates noted below):

Facilities	Installation Payment	Installation Payment Due Date
Generating Units	$4,000.00 per Generating Unit	Prior to Construction
Overhead Transmission Lines	$2.00 per linear foot	Sixty Days after Operations Date
Corridor (defined below)	$2.00 per linear foot	Sixty Days after Operations Date

In the event that (a) there are no Generating Units (i) then located on the Property, or (ii) planned to be located on the Property on the Operations Date, and (b) 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, a "***Corridor***"), then Lessee shall pay to Lessor, in addition to Extended Term Rent, this one-time installation payment per linear foot of each Corridor within which such roads or underground facilities are actually installed on the Property in the amount of $2.00 per linear foot set forth above under Installation Payment (each a "***Corridor Payment***"). Lessee shall use commercially reasonable efforts during construction to limit construction traffic and activity for the Corridor to a 100-foot construction corridor. The Corridor Payment shall be paid to Lessor within sixty (60) days after the Operations Date and said payment shall be based on the as-built survey data. The number and location of such Corridors, and the roads and underground facilities to be constructed therein, shall be determined by Lessee in Lessee's sole discretion. In the event a grouping of installed roads or underground facilities contemplated by this Section exceeds 25 feet in width, such event shall not constitute a default under this Section, but shall be deemed to be multiple Corridors of 25 feet each as necessary to contain such grouping of roads or underground facilities.

j. Section 6.6 of the Lease is hereby amended by deleting the last sentence in its entirety and substituting in lieu thereof the following:

"The first Additional Annual Payments shall be prorated and paid within sixty (60) days after the Operations Date and thereafter each Additional Annual Payment shall be made no later than January 15 of the applicable calendar year."

k. The Lease is hereby amended by deleting Section 6.10 in its entirety and substituting in lieu thereof the following:

"6.10 Payment of Rent. Unless otherwise indicated in the table below, all payments issued hereunder will be paid to Lessor, and if Lessor is comprised of more than one person or entity, such payments will be issued by a single check payable to all such persons or entities. If Lessor elects to have payments made as set forth in the table below, Lessor and each person or entity holding record title to the Property hereby acknowledges and agrees that all payments are legally permitted to be made as set forth in the table below and that no other party shall have any right to such payments or to contest the payments and allocations as set forth below. Each person receiving payment pursuant to the table below hereunder agrees to fully indemnify, defend and hold harmless Lessee against claims and liability by any third party in connection with its payments hereunder to the person/entities set forth herein. **Check one below:**

1. ☐ A single check should be issued payable to all persons/entities comprising Lessor.

2. ☐ Separate checks should be issued to each Lessor as set forth below:

Lessor:	**Karl Dane Kyle, Trustee of the Karl Dane Kyle Living Trust dated September 27, 2018**		
Payment Allocation:			

1. The Lease is hereby amended by inserting the following as a new Section 6.12:

"6.12 Turning Radius Payment. If any portion of the Property is utilized by Lessee for a turning radius (a "***Turning Radius***"), Lessee shall pay to Lessor a lump-sum amount equal to Two Thousand Dollars ($2,000.00), and such sum shall be paid by Lessee prior to the commencement of construction of such Turning Radius on the Property."

4. **IRS Form W-9**. Notwithstanding anything herein or in the Lease to the contrary, Lessee shall have no obligation to make any further payment to Lessor otherwise required under the Lease, as amended herein, until Lessor has returned to Lessee a completed Internal Revenue Service Form W-9, such W-9 form to either (i) have been provided by Lessee to Lessor prior to execution of this Lease or (ii) be provided by Lessee to Lessor promptly upon execution of this Lease.

5. **Assignment by Lessor**. The Lease is hereby amended by inserting the following as a new Section 9.1:

"9.1 **Assignment by Lessor**. Lessor shall not sell, convey, assign, or transfer any interest of Lessor in this Lease, unless a sale, conveyance, assignment, or transfer of such interest is made to a grantee of the fee simple interest in the Property, or as a collateral assignment to a bona fide lender with a mortgage in the fee simple interest of the Property. Lessor shall not reserve unto itself any interest in this Lease as to any part of the Property that is conveyed, and any conveyance of the Property shall include a full assignment of all rights in this Lease with respect to the part of the Property conveyed. In the event that Lessor sells, conveys, assigns, or transfers any interest in this Lease, in accordance with this Section 9.1, Lessor shall deliver written notice to Lessee within five (5) business days after the effective date thereof, which notice shall contain the then-current contact information (name, mailing address, email address, and telephone number) for Lessor's successor in interest."

6. **Remedies**. The Lease is hereby amended by inserting the following as a new sentence at the end of Section 10.2:

"Notwithstanding anything in this Lease to the contrary or any rights or remedies Lessor might have at law or in equity, if any of Lessee's Wind Power Facilities are then located on the Property and Lessee fails to perform any of its obligations hereunder beyond applicable cure periods, Lessor may not commence any action to terminate or cancel this Lease, except pursuant to a valid, final, non-appealable judgment issued by a court of competent jurisdiction, against Lessee, rendering the Lease as terminated."

7. **Lessee's Inspections**. Lessor hereby acknowledges, consents, and agrees that Lessee may engage one or more contractors to inspect the Project via unmanned aircraft (drones) from time to time during the Term (as defined in the Lease), as amended herein, to capture video and photos of the Wind Power Facilities located on the Property in connection with the construction, location, use, inspection, operation, repair and similar activities related to the Project (the "**Uses**"). Such video and photos shall at all times remain the property of Lessee, and Lessor shall have no ownership or other interest therein. All inspections shall be conducted during normal business hours, by a contractor appropriately licensed to conduct such inspections, and in accordance with applicable governmental requirements, including, but not limited to the Federal Aviation Administration and the laws of the State of Oklahoma.

8. **Special Conditions**. The Lease is hereby amended by inserting the Special Conditions attached hereto at Exhibit C.

9. **Ratification**. Except as set forth in this Amendment, Lessor and Lessee hereby ratify and agree to all of the terms, covenants, and conditions of the Lease, and all the rights and obligations of Lessor and Lessee thereunder, which shall remain in full force and effect, and are not otherwise altered, amended, revised, or changed.

10. **Entire Agreement**. The Lease, as amended by this Amendment, constitute the entire agreement between the Lessor and Lessee, and supersedes all prior agreements and understandings related to the subject matter of this Amendment and all prior negotiations, conversations, representations, agreements and understandings are specifically merged herein and superseded hereby. Except with respect to the rights conferred upon Lenders under the Lease (which Lenders and their successors and assigns shall be third party beneficiaries hereof to the extent of the Lenders' rights under the Lease as amended herein), the covenants contained herein are made solely for the benefit of Lessor and Lessee, and their respective successors and assigns. This Amendment may be modified only by a written agreement signed by Lessor and Lessee. 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.

11. **Authority**. Each of the persons signing this Amendment on behalf of any party hereto represents and warrants that he/she has the authority to execute this Lease on behalf of the party for whom he/she is signing.

(Signature page follows)

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

LESSEE:

WAGON WHEEL WIND PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: Michael Baird

Title: Vice President

Address: 1 S. Wacker Drive, Suite 1800
Chicago, Illinois 60606

LESSOR:

Karl Dane Kyle Living Trust, dated September 27, 2018

Karl Dane Kyle

Name: Karl Dane Kyle, Trustee

Address: 823 S. Range Road
Stillwater, OK 74074

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF LOGAN, STATE OF OKLAHOMA:

The Northwest Quarter (NW/4) of Section Twenty-four (24), Township Nineteen (19) North, Range Three (3) West of the Indian Meridian, Logan County, Oklahoma.

EXHIBIT "C"

SPECIAL CONDITIONS

1. Protection of Livestock and Property. Lessee is hereby notified that the Property is being used for grazing. Lessee shall take all commercially reasonable measures to avoid contact with livestock on the Property, including, but not limited to, providing, where reasonably necessary, fencing of any of the Wind Power Facilities that could reasonably be expected to cause harm to Lessor's livestock or relocating fencing or pens, to the extent acceptable to Lessor, so as to keep such livestock away from any such Wind Power Facilities. Lessee shall pay the fair market value for death or damage to livestock that directly results from the presence of the Wind Power Facilities, the Wind Operations or Lessee's or Lessee's employees, agents, contractors or invitees presence on the Property. Lessee will be responsible for keeping all fences closed during construction and operations. If livestock escape from the Property, or neighboring livestock are allowed onto the Property, as a result of construction or operations by Lessee, Lessee will be responsible for all expense incurred in returning the livestock to the appropriate lands.

2. Gates, Cattle Guards and Fences. Notwithstanding anything to the contrary in this Lease, if Lessor's Property is fenced at any time during the term of this Lease, all access roads constructed on the Property by Lessee or a third party authorized by Lessee shall be gated with steel gates of sufficient width, as determined by Lessor, so as to allow farm equipment to pass through by Lessee at Lessee's sole cost and expense and Lessor shall be furnished with keys, codes or other ability to open and close such gates. Lessee shall construct all permanent fencing with five-wire barbed-wire with a minimum of five (5) inch steel corners. All openings will be secured with H-braces. Upon the reasonable request of Lessor, Lessee shall install, repair or replace, as needed, at Lessee's sole cost and expense, gates and/or cattle guards at each point Lessee or a third party authorized by Lessee utilizes to enter or exit the Property that were damaged or destroyed by Lessee's Wind Operations. Further, Lessee shall repair or replace any of Lessor's existing fencing that Lessee damages or destroys as a result of the Wind Operations on the Property. All such gates and cattle guards shall be of at least the same quality as the gates and cattle guards that were damaged or destroyed and at a minimum such gates and cattle guards shall be metal with metal corners and braces.

3. Agricultural Activities. Lessor and Lessee agree to cooperate with each other in a manner that will allow Lessor to continue to use the land for agricultural purposes in a manner that does not interfere with Lessee's operations. Upon completion of construction, that portion of the Property not required for continuing operations of the Wind Power Facilities, shall be restored to a condition as reasonably similar as possible to its condition as of the Effective Date. Without limiting the foregoing, reclamation shall include, as reasonably required, (i) leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion and (ii) the repair, and when reasonably determined to be necessary, the replacement of underground drainage tile that was disturbed during the construction process. Lessee shall use commercially reasonable efforts to substantially replace removed topsoil to its general location as of the Effective Date, with the exception of the access roads and Generating Unit foundations. Except for de minimus amounts that are removed as a consequence of construction, topsoil shall not be removed from the Property without the consent of Lessor. Subject to the terms of this

paragraph all terraces shall be maintained by Lessee so as to reasonably preserve the flow of water as it existed prior to construction.

4. Roads. Notwithstanding anything to the contrary in this Lease, Lessee shall use its reasonable efforts to use roads existing on the Property as of the Effective Date. Any new roads constructed by Lessee shall be constructed in such a manner so as to reasonably allow farm and ranch equipment to cross such roads and to maintain, to the extent commercially reasonable, the land contour features, terraces and drainage that existed upon the Effective Date and except for any temporary turning radius installed on the Property, new roads shall not exceed twenty (20) feet in width. Other than as reasonably needed during construction and for repairs to Generating Units after construction, Lessee shall require that all of Lessee's and Lessee's authorized third parties' vehicles on the Property be confined to roads, whether currently existing or installed by Lessee. Lessee shall maintain, repair and upgrade all roads utilized by Lessee on the Property so that such roads remain in good working condition. If Lessor grants third parties the rights to use any of the roads on the Property that are used by Lessee then such third parties shall share pro rata in the costs to maintain such roads. Lessee shall consult directly with said third parties regarding cost sharing.

5. All rock unearthed during construction of underground Transmission Facilities exceeding six (6) inches in diameter will be removed by Lessee.

6. Underground Transmission Facilities shall be installed and maintained to a minimum depth of forty-eight (48) inches to top of line below the surface of the ground.

7. Lessee will seed and fertilize the portion of the Property installed with underground Transmission Facilities after construction. The type of grass to be seeded will be determined by the Lessor, but shall substantially the same as that existing prior to construction. Said seeding and fertilizing will be done in a good and workmanlike manner.

8. Lessee and Lessee's authorized third parties shall not hunt or fish on the Property.

9. Lessee and Lessee's authorized third parties shall strictly observe the following speed limits on the Property: 15 miles per hour during daylight and 10 miles per hour after dark.

10. Hunting and Other Recreational Uses. Notwithstanding anything to the contrary in this Lease:

(a) Lessor shall not allow any hunting on the Property during the construction of the Wind Power Facilities.

(b) At all times during the term of this Lease other than during an emergency situation, as determined in Lessee's sole and absolute discretion, or the construction of the Wind Power Facilities, Lessor shall have the right to hunt on the Property, provided that, Lessor shall require all third parties allowed to so hunt on the Property to execute and deliver to Lessee an indemnity and waiver of liability form for the benefit of Lessee (in a form reasonably acceptable to Lessee); and

(c) In the event construction of the project does take place during any hunting season, Lessee shall pay Lessor for the loss or partial loss of hunting revenue, based on the actual loss to Lessor as shown by a written lease, affidavit, deposit slip, or other written evidence as to amounts actually received in prior years, which amount shall not exceed the amount of Five Dollars ($5.00) per acre, which amount may be prorated for the portion of the Property for which revenue was lost.