

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Desert Trail Wind, LLC  
c/o Apex Clean Energy, Inc.  
120 Garrett Street, Suite 700  
Charlottesville, VA 22902  
Attention: Emily Carroll, Esq.

**MEMORANDUM OF WIND ENERGY LEASE**

THIS MEMORANDUM OF WIND ENERGY LEASE ("**Memorandum**") is made and entered into as of the 18<sup>th</sup> day of December, 2024, by and between Rebecca L. Porter Manning, f/k/a Rebecca L. Porter, a married person ("**Landlord**"), with a tax mailing address of PO Box 1086, Eldorado, Texas 76936, and Desert Trail Wind, LLC, a Delaware limited liability company ("**Tenant**"), with a tax mailing address of c/o Apex Clean Energy, Inc., 120 Garrett Street, Suite 700, Charlottesville, Virginia 22902.

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "**Effective Date**") between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for Wind Energy Purposes (defined below), that certain real property (the "**Property**") located in Schleicher County, Texas, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Property, as more particularly described in the Lease. "**Wind Energy Purposes**" includes the following: wind resource evaluation (including use of SODAR or LIDAR technology) and determination of the feasibility of wind energy conversion on the Property or on adjacent lands, including studies of wind speed, wind direction and other meteorological data; wind energy development; conversion of wind energy into electrical energy; collection and transmission of electrical energy converted from wind energy; and any and all other activities related to the foregoing. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Property for Wind Energy Purposes. No third party may install Wind Facilities (defined below), including collection or transmission facilities of any kind through, across, under or over the Property without Tenant's prior written consent.

2. No Interference. The Lease requires Landlord, during the Term of the Lease, not to cause nor permit any restriction or interference with: (a) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Wind Facilities; (b) the flow of wind, wind speed or wind direction over the Property; (c) access over the Property to Wind Facilities; or (d) any other activities of Tenant permitted under the Lease. As used herein, "**Wind Facilities**" means any and all improvements, machinery or equipment that Tenant deems necessary

or desirable in connection with Wind Energy Purposes, including, without limitation, the following: (a) one or more wind turbine energy generators, associated towers, related fixtures, equipment and improvements, including the appurtenant footings, support structures and towers ("**Wind Turbines**"); (b) aboveground and underground electrical and communications lines, collection and transmission equipment; (c) power conditioning equipment, substations, switchyards, interconnection facilities, switching facilities, operations and maintenance buildings, transformers, SCADA and telecommunications equipment; (d) aboveground and underground pipelines, water treatment facilities, and related facilities, (e) roads, gates, signs, fences, Met Towers, wind energy measurement equipment, ADLS Towers, maintenance yards and other related facilities, machinery, equipment and improvements; and (f) temporary improvements of any kind, including but not limited to temporary security, office, and guest facilities, staging areas, power generation facilities used for wind turbine installations, laydown areas, temporary roads and crane paths, crane pads, and related facilities.

3. Term. The term of the Lease shall expire ten (10) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

4. Setback Waiver. To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property, from any structures on the Property (occupied or otherwise) or from any other point of measurement for Wind Facilities (including Wind Turbines) constructed on the Property or otherwise within the Project, Landlord hereby waives any and all such setback requirements (the "**Setback Waiver**"). The Setback Waiver is for the benefit of Tenant, the owner(s) of adjacent properties within the Project, and their respective successors and assigns, and shall run with the land. If requested by Tenant, Landlord shall execute and deliver to Tenant one or more separate setback waivers evidencing the intent of this Setback Waiver, in a form provided by Tenant, which Tenant may then record at its expense.

5. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

6. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign the Lease or any interest in the Lease, the Property or the Wind Facilities to any person or entity without the consent of Landlord.

7. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Property at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Property and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to

the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity.

8. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Property, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

9. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Property for eighteen (18) months following termination to restore the Property and for other activities as set forth in the Lease.

[Signatures Follow.]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**TENANT:**

Desert Trail Wind, LLC,  
a Delaware limited liability company

By: Desert Trail Energy, LLC,  
a Delaware limited liability company,  
its Sole Member

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its Sole Member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its Sole Member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2025, by Jeanine G. Wolanski, the Senior Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Desert Trail Energy, LLC, a Delaware limited liability company, Sole Member of Desert Trail Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Tonya Mills Klimas*  
Notary Public

**LANDLORD:**

By: Rebecca L. Porter Manning  
Name: Rebecca L. Porter Manning, f/k/a Rebecca L. Porter

STATE OF Texas  
COUNTY OF Schleicher

The foregoing instrument was acknowledged before me this 18th day of Dec, 2024, by Rebecca L. Porter Manning, f/k/a Rebecca L. Porter, a married person.

Gabriela Guzman  
Notary Public  
GABRIELA GUZMAN  
Typed or Printed  
9/23/26  
Commission Expiration Date



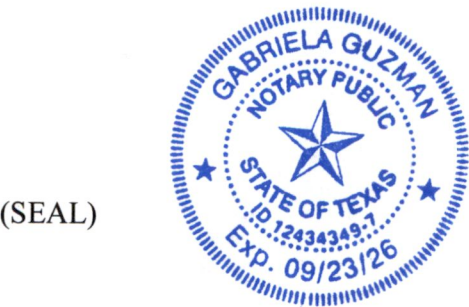
Spouse's signature:  
By: David W. Manning  
Name: David W. Manning

Spouse is executing this instrument to accept its contents and to ratify the instrument as applicable to his/her interest in the Property.

Spouse's Acknowledgement  
STATE OF Texas  
COUNTY OF Schleicher

The foregoing instrument was acknowledged before me this 18th day of Dec, 2024, by David W. Manning, spouse.

Gabriela Guzman  
Notary Public  
GABRIELA GUZMAN  
Typed or Printed  
9/23/26  
Commission Expiration Date



## EXHIBIT A

### LEGAL DESCRIPTION

All that real property located in Schleicher County, Texas, more fully described as follows:

Tract 1:

Being 35.00 acres of land, a part of Survey No. 40, D.W. Berry, Block I, Abstract No. 789, lying and being situated in Schleicher County, Texas. The said 35.00 acre tract being a part of the lands described as Tract 1 of 1914.13 acres in a deed from James C. Berkshire to 2019 BLT Investments, LLC, dated December 29, 2020 and recorded in Document Number 20210000008 of the Official Public Records of Schleicher County, Texas. The said 35.00 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron stake set in the west right-of-way line of R.M. Highway No. 2084 marking the southeast corner of a certain 105.00 acre tract (Doc#202100000246), southwest corner of a certain 2.92 (Doc#202100000246), northeast corner of subject tract, northwest corner of a certain 1.61 acre Tract 2 (this day surveyed), and east terminus of an existing 60' wide road easement (Doc#20210000010), which encumbers this described tract;

THENCE (basis of bearings - GPS readings) with the south line of said 105.00 acre tract and the centerline of said existing 60' wide road easement as follows:

S 89° 18' W, 39.40 feet; set cotton spindle

S 88° 09' W, 674.53 feet; set cotton spindle

S 87° 09' W, 687.47 feet; set cotton spindle

N 80° 09' W, 181.28 feet; set cotton spindle

S 80° 59' W, a distance of 71.15 feet to a set ½" iron stake marking the northwest corner of subject tract and most easterly northeast corner of a certain 235.00 acre tract (this day surveyed);

THENCE S 0° 00' E over and across said 1914.13 acre tract with the common line between subject tract and said 235.00 acre tract a distance of 914.64 feet to a ½" iron stake set in the south line of said 1914.13 acre tract marking the common south corner of subject tract and said 235.00 acre tract;

THENCE S 89° 58' E along or near fence with the common line between Survey Nos. 40 and 41, Block I, north line of a certain 1171.986 acre tract (Vol. 456, Pg. 652), and south line of an existing 50' wide road easement (Vol. 477, Pg. 704), which encumbers this described tract, a distance of 1647.73 feet to a point in the west right-of-way line of R.M. Highway No. 2084 (right-of-way easement) marking the southeast corner of said 1914.13 acre tract, southeast corner of said existing 50' wide road easement, southwest corner of said 1.61 acre Tract Two, and southwest corner of a certain 17.66 acre Tract Two (20210000008), from which a pipe fence corner post bears N 89° 58' W, 0.42 feet, a concrete right-of-way marker bears S 0° 05' W, 5.06 feet, a cedar 3-way fence corner post bears S 7° 54' W, 6.66 feet, a found ½" iron stake bears S 23° 44' W, 0.20 feet, and a point at the previous location of a rock marked "NW 36" (ref. Vol. 456, Pg. 652) marking the common corner of Survey Nos. 36, 37, 40, 41, Block I, bears S 89° 58' E, 73.49 feet as witnessed by a 35" Live Oak tree bearing S 47° 36' E, 439.48 feet;

THENCE N 0° 05' E with the west right-of-way line of said highway, east line of said 1914.13 acre tract, west line of said 17.66 acre tract, and west line of said 1.61 acre tract, at 50.00 feet pass the northeast corner of said existing 50' wide road easement and continue in all a distance of 952.25 feet to the place of BEGINNING.

LESS AND EXCEPT:

A 50' wide strip of land along the entire south boundary line of that certain 35.00 acre tract of property out of Survey 40, D.W. Berry, Block I, Abstract No. 789, Schleicher County, Texas and said 35.00 acre tract being described in that certain Warranty Deed with Vendor's Lien dated June 28, 2021 from 2019 BLT Investments LLC to Rebecca L. Porter and filed as instrument No. 20210000443 in the Official Public Records of Schleicher County, Texas.

Tract 2:

Being 1.61 acres of land, a part of Survey No. 40, D.W. Berry, Block I, Abstract No. 789, lying and being situated in Schleicher County, Texas. The said 1.61 acre tract being a part of the lands described as Tract 2 of 17.66 acres in a deed from James C. Berkshire to 2019 BLT Investments, LLC, dated December 29, 2020 and recorded in Document Number 20210000008 of the Official Public Records of Schleicher County, Texas. The said 1.61 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron stake set in the west right-of-way line of R.M. Highway No. 2084 (right-of-way easement) marking the southeast corner of a certain 105.00 acre tract (Doc#202100000246), southwest corner of a certain 2.92 (Doc#202100000246), northwest corner of subject tract, northeast corner of a certain 35.00 acre Tract 1 (this day surveyed), and east terminus of an existing 60' wide road easement (Doc#20210000010);

THENCE N 89° 18' E over and across said 17.66 acre tract, crossing said highway, with the south line of said 2.92 acre tract, a distance of 73.52 feet to a point marking the southeast corner of said 2.92 acre tract and northeast corner of subject tract;

THENCE S 0° 05' W with the east line of said 17.66 acre tract, east line of said Survey No. 40, and west line of Survey No. 37, said Block I, a distance of 953.18 feet to a point in R.M. Highway No. 2084 marking the southeast corner of said 17.66 acre tract, at the previous location of a rock marked "NW 36" (ref. Vol. 456, Pg. 652) marking the common corner of Survey Nos. 36, 37, 40, 41, Block I, and also marking the northeast corner of a certain 1171.986 acre tract (Vol. 456, Pg. 652), from which a 35" Live Oak tree bears S 47° 36' E, 439.48 feet, and a concrete right-of-way marker bears S 86° 06' W, 73.67 feet;

THENCE N 89° 58' W crossing said highway with the common line between Survey Nos. 40 and 41, Block I, a distance of 73.49 feet to a point marking the southwest corner of said 17.66 acre tract, southeast corner of a certain 1914.13 acre Tract One (20210000008), southeast corner of said 35.00 acre tract, and southwest corner of subject tract, from which a pipe fence corner post bears N 89° 58' W, 0.42 feet, a concrete right-of-way marker bears S 0° 05' W, 5.06 feet, a cedar 3-way fence corner post bears S 7° 54' W, 6.66 feet, a found ½" iron stake bears S 23° 44' W, 0.20 feet;

THENCE N 0° 05' E with the west right-of-way line of said highway, east line of said 1914.13 acre tract, west line of said 17.66 acre tract, and east line of said 35.00 acre tract, at 50.00 feet pass the northeast corner of said existing 50' wide road easement and continue in all a distance of 952.25 feet to the place of BEGINNING.

FILED FOR RECORD  
MARSHA MASKILL - COUNTY CLERK  
SCHLEICHER COUNTY, TEXAS

**INST NO:20250000094**

FILED ON: JANUARY 31, 2025 AT 2:29pm  
THE INSTRUMENT CONTAINED 8 PAGES AT FILING

THE STATE OF TEXAS  
COUNTY OF SCHLEICHER



I, Marsha Maskill, Clerk County Court in and for said county hereby do certify that the foregoing instrument was filed for record in my office on the 31st day of January 2025 at 2:29 PM and duly recorded on that date, in the Official Public Records of said county.

**Instrument # 20250000094, 8 Pages**

BY *Siame Altz*