

WIND ENERGY LEASE

This Wind Energy Lease (this “**Lease**”) is entered into as of the ___ day of _____, 20___ (the “**Effective Date**”) by and between Rebecca L. Porter Manning, f/k/a Rebecca L. Porter, a married person (“**Landlord**”) and Desert Trail Wind, LLC, a Delaware limited liability company (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord is the owner of the real property legally described in Exhibit A attached hereto and incorporated by reference herein (the “**Property**”); and

WHEREAS, Tenant desires to obtain a land lease and wind easement from Landlord, on, along, over and under the Property for the purposes of wind energy conversion for the generation, distribution and transmission of electric power and related purposes as described herein;

NOW, THEREFORE, in consideration of the understandings and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, mutually agree to the following terms and conditions:

1. BASIC LEASE TERMS.

1.1 <u>Property.</u>	The real property owned by Landlord and located in Schleicher County (“ County ”), State of Texas, as more particularly described in <u>Exhibit A</u> hereto, including all rights, privileges, easements and appurtenances pertaining thereto. The Property consists of 34.68 acres. This acreage is an estimate agreed to by Landlord and Tenant, and shall be conclusive for purposes of this Lease, regardless of whether the actual acreage of the Property may be different.
1.2 <u>Project.</u>	The larger, integrated wind energy project that may be constructed by Tenant on the Property and on other adjacent or nearby real property. The final boundaries of the Project shall be determined by Tenant in its reasonable discretion.
1.3 <u>Phase.</u>	A portion of the Project that is distinguishable from the remainder of the Project because it is constructed and put into operation at approximately the same time. The Project may have one or more phases, each a “ Phase. ” Phases shall be determined by Tenant in its reasonable discretion.
1.4 <u>Development Period.</u>	The period commencing on the Effective Date of this Lease and expiring on the earlier of: (i) the date that is seven (7) years after the Effective Date, or (ii) the Construction Date, as more fully set forth in <u>Section 3.1</u> . Such period may be sooner terminated as provided in this Lease.
1.5 <u>Construction Period.</u>	With respect to any Phase, the period starting upon the Construction Date and expiring on the earlier of (a) the date that is three (3) years after the Construction Date, or (b) the Operations Date, if not sooner

	terminated as provided in this Lease, and as more fully set forth in <u>Section 3.2</u> .
1.6 <u>Operations Period.</u>	With respect to any Phase, the period commencing on the Operations Date and expiring thirty (30) years thereafter, as more fully set forth in <u>Section 3.3</u> , and which may be extended pursuant to <u>Section 3.4</u> .
1.7 <u>Construction Date.</u>	The date that Tenant commences construction of the first foundation for the first Wind Turbine (as defined in <u>Section 4.1.2</u>) in the Phase that includes the Property.
1.8 <u>Operations Date.</u>	With respect to any Phase, the earlier of: (i) the date that Commercial Operations (or a similar concept) is declared under the interconnection agreement(s) for the Project (“ COD ”), (ii) the date that Tenant provides notice to Landlord and commences paying Operating Rent to Landlord for that Phase (prorated for the remainder of the calendar year in which the payment is made), or (iii) the date the Construction Period ends. Tenant shall notify Landlord in writing of the Operations Date for any Phase that includes the Property no later than sixty (60) days after it occurs.
1.9 <u>Development Rent.</u>	In years 1–3 of the Development Period, an annual payment equal to the greater of: (a) \$6.00 per acre of the Property, or (b) \$1,000.00; In year 4 of the Development Period, an annual payment equal to the greater of: (a) \$10.00 per acre of the Property, or (b) \$1,000.00; In year 5 of the Development Period, an annual payment equal to the greater of: (a) \$15.00 per acre of the Property, or (b) \$2,000.00; In year 6 of the Development Period, an annual payment equal to the greater of: (a) \$18.00 per acre of the Property, or (b) \$2,000.00; and In year 7 of the Development Period, an annual payment equal to the greater of: (a) \$20.00 per acre of the Property, or (b) \$2,000.00. Such payment terms are more fully set forth in <u>Section 5.4</u> .
1.10 <u>Construction Rent.</u>	During each year of the Construction Period, an annual payment of Fifteen Dollars (\$15.00) per acre of the Property, as more fully set forth in <u>Section 5.5</u> .
1.11 <u>Operating Rent.</u>	An annual payment equal to the greater of (a) \$45.00 per acre of the Property, (b) \$5,000.00 per megawatt of rated nameplate capacity of the Wind Turbines installed on the Property, or (c) in the event Tenant sells power produced by Wind Turbines on the Property in a given Lease Year (as defined in <u>Section 5.1.4</u>) and none of the electricity generated by any of the Wind Turbines on the Property is providing power to a Hydrogen Production Facility (as defined below) for such Lease Year, the product of multiplying Net Electrical Capacity (as defined in <u>Section 5.1.2</u>) by the Net Revenues (as defined in <u>Section 5.1.3</u>) for such Lease Year, and multiplying the result by the applicable royalty percentage specified below; for

	<p>any partial calendar year following the Operations Date and full calendar years 1-50 of the Operations Period, as more fully described in <u>Section 5.9</u>. “Hydrogen Production Facility” means: one or more systems using electricity to break water into hydrogen and oxygen, pipeline access facilities, and related fixtures, equipment, and improvements, including foundations and support structures.</p> <p><u>Royalty Percentages</u></p> <p>5.0% (Years 1 – 5 of the Operations Period); 5.5% (Years 6 – 10 of the Operations Period); 6.0% (Years 11 – 15 of the Operations Period); 6.5% (Years 16 – 20 of the Operations Period); 7.0% (Years 21 – 25 of the Operations Period); 7.5% (Years 26 – 30 of the Operations Period); 8.0% (Years 31 – 40 of the Operations Period if applicable); and 9.0% (Years 41 – 50 of the Operations Period if applicable).</p>
<p>1.12 <u>Meteorological Equipment Fee.</u></p>	<p>During the Term, an annual payment of \$1,500.00 for each meteorological tower, SODAR unit, or LIDAR unit (collectively, “Wind Equipment”) installed on the Property, as more fully described in <u>Section 5.6</u>.</p>
<p>1.13 <u>ADLS Tower Fee.</u></p>	<p>During the Term, an annual payment of \$1,500.00 for each aircraft detection lighting system tower (“ADLS Tower”) installed on the Property, as more fully described in <u>Section 5.6</u>.</p>
<p>1.14 <u>Transmission and Access Easement Fee.</u></p>	<p>A one-time payment of (i) \$250.00 per rod for overhead transmission lines constructed by Tenant on the Property, \$40.00 per rod for underground collection lines constructed by Tenant on the Property, \$25.00 per rod for pipelines constructed by Tenant on the Property, and \$40.00 per rod for new permanent roads constructed by Tenant on the Property, provided that Tenant may install multiple transmission lines on the same line of poles and/or install multiple transmission cables, wires, or pipelines in the same entrenchment, in each case, without any additional consideration; or (ii) \$40.00 per rod for each permanent road and underground collection line constructed by Tenant on the Property and located within the same 40-foot corridor, in lieu of any permanent road or underground collection payments pursuant to the preceding clause (i) hereof; in each case as more fully described in <u>Section 5.7</u>.</p>
<p>1.15 <u>Materials Fee.</u></p>	<p>A one-time payment of \$5.00 per cubic yard for caliche or limestone taken from the Property by Tenant, as more fully described in <u>Section 5.7</u>.</p>

1.16 <u>Installation Fee.</u>	A one-time payment, payable in two installments, equal to \$4,000 per megawatt of rated nameplate capacity of the Wind Turbines installed on the Property, as more fully described in <u>Section 5.3</u> .
1.17 <u>Inflation Adjustment Factor.</u>	Two Percent (2%).
1.18 <u>Hydrogen Production Payment.</u>	If and for so long as any electricity generated by any of the Wind Turbines on the Property is providing power to a Hydrogen Production Facility within the larger, integrated wind energy and hydrogen production project of which the Project may be a part, Tenant shall pay to Landlord an annual payment equal to \$3,000.00 per megawatt of rated nameplate capacity of the Wind Turbines installed on the Property; as more fully described in <u>Section 5.18</u> .

2. LEASING CLAUSE.

Landlord leases the Property to Tenant, and Tenant leases the Property from Landlord, on the terms and conditions of this Lease.

3. TERM.

3.1 Development Period. The initial term of this Lease shall be for the Development Period specified in Section 1.4.

3.2 Construction Period. If, at any time during the Development Period, the Construction Date for a Phase that includes the Property occurs, then the term of this Lease shall be extended for the Construction Period specified in Section 1.5.

3.3 Operations Period. If, at any time during the Development Period or the Construction Period, the Operations Date for a Phase that includes the Property occurs, then the Development Period or the Construction Period (as applicable) of this Lease shall end and the term of this Lease automatically shall be extended for the Operations Period specified in Section 1.6.

3.4 Extension Rights. If the term of this Lease has been extended for the Operations Period, and provided that Tenant is not then in default of this Lease, Tenant shall have the right to extend the Operations Period for two (2) additional ten (10) year period(s) by providing written notice thereof to Landlord no later than thirty (30) days before the then-existing expiration date of the Operations Period. As used hereafter, “**Term**” refers collectively to the Development Period, Construction Period and any Operations Period, including any and all extensions thereof.

4. USE OF PROPERTY

4.1 Tenant’s Use. Throughout the Term, Tenant shall have the sole and exclusive rights to use the Property for Wind Energy Purposes and to convert all of the wind resources of the Property including, without limitation, all rents, royalties, credits and profits derived from wind energy and the wind resources upon, over and across the Property. “**Wind Energy Purposes**” means: 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. Tenant's rights hereunder specifically include, but are not limited to, the right to:

4.1.1 Extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Tenant deems necessary, useful or appropriate in its sole discretion.

4.1.2 Construct, install, lay down, erect, improve, place, replace, remove, relocate and operate any and all improvements, machinery or equipment that Tenant deems necessary or desirable in connection with the uses described above, including, without limitation, the following (collectively, the "**Wind Facilities**"): (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, water mains, valves, vaults, meters, building service connections, other appurtenant 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. An improvement shall be deemed "temporary" if it will be located on the Property for less than four years and "permanent" if it will be located on the Property for four years or longer.

4.1.3 Capture, use and convert the unobstructed wind resources over and across the Property.

4.1.4 Generate audio, visual, view, light, glare, shadow, noise, vibration, electrical, and electromagnetic effects, as well as shadow flicker, radio interference, and/or other effects of any kind or nature whatsoever resulting, directly or indirectly, from the on the Property attributable to the operation of Wind Facilities or any other activities of Tenant; and allow the rotors of Wind Turbines located on adjacent properties in the Project to overhang onto the Property.

4.1.5 Undertake any other activities whether undertaken by Tenant or third parties authorized by Tenant that Tenant determines are necessary, useful or appropriate to accomplish the development and operation of the Wind Facilities, provided that such activities are conducted in a manner consistent with customary industry practices.

4.2 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. Landlord shall not have any ownership or other interest in any and all credits, tax credits, benefits, emissions reductions, offsets and allowances of any kind, howsoever entitled, attributable to the Wind Facilities, nor to the electric energy, capacity or other products produced therefrom. The manner of operation of the Wind Facilities is within the sole discretion of Tenant.

4.3 Right of Access. Tenant shall have the right of access over and across all portions of the Property as reasonably necessary to use the Property as permitted by this Lease and to develop and operate the Project, including installing Wind Facilities to and through the Property in order to connect to other properties with Wind Facilities.

4.4 No Warranty of Energy Production. Tenant has not made and does not make any representations or warranties regarding energy production from Wind Facilities on the Property or in the Project, or the likelihood that Tenant will install Wind Facilities on the Property or in the Project.

4.5 Quiet Enjoyment. As long as Tenant observes the terms and conditions of this Lease, it shall peaceably hold and enjoy the rights of Tenant hereunder and any and all other rights granted by this Lease for its entire term without hindrance or interruption by Landlord or any other person or persons.

4.6 Mineral Development. Landlord reserves the right to develop the minerals, if any, owned by Landlord or third parties on the Property so long as such development (including any drilling or mining) does not interfere with Tenant's use of the Property and does not materially diminish the amount of land surface of the Property available for the Tenant activities.

4.7 Agricultural Activities. In the construction and operation of its Wind Facilities, Tenant will make reasonable efforts not to interfere with Landlord's agricultural activities on the Property. To that end, Tenant will designate a single point of contact for communications with Landlord at all times.

4.8 Review of Site Plan. At least thirty (30) days prior to the Construction Date, Tenant shall provide Landlord with a site development plan for the Property including all proposed sites and locations for permanent roads, turbines, overhead and underground electrical lines, transmission lines, substations, switchyards, and operations and maintenance buildings. Within thirty (30) days after Landlord has been provided with the site development plan, Landlord will notify Tenant of any potential problems foreseen with the proposed locations of the Wind Facilities and offer good faith suggestions, comments and possible remedies to address the areas of concern to aid Tenant in its final site development planning. Tenant will consider Landlord's suggestions and comments, and wherever reasonable, revise the site development plan to accommodate or mitigate the impact to the Property to address reasonable Landlord concerns regarding the location of the Wind Facilities. Tenant shall make good faith efforts to locate Wind Facilities in areas consistent with Landlord's reasonable requests, while making efforts to keep close proximity to pre-existing access roads and property lines, and while limiting surface obstructions (including overhead energy transmission lines). Tenant shall make all final siting decisions in its sole and absolute discretion.

5. RENT AND OTHER PAYMENTS.

5.1. Additional Definitions. For purposes of this Section 5, the following definitions apply:

5.1.1. A "**Revenue Meter**" is the meter that determines the amount of electrical energy paid for by the purchaser of the electricity. Wind Turbines located on the Property or within a Phase of the Project may be connected to different Revenue Meters.

5.1.2. "**Net Electrical Capacity**" means the total Nameplate Capacity, measured in megawatts ("MW"), of all the Wind Turbines located on the Property and connected to the same Revenue Meter, divided by the total Nameplate Capacity of all Wind Turbines connected to that Revenue Meter. "**Nameplate Capacity**" means the manufacturer's rated capacity of a wind turbine to generate electricity as measured in megawatts, including fractions of a megawatt.

5.1.3. "**Net Revenues**" with respect to any single Revenue Meter means the sum of: (a) the aggregate amount of the gross revenues actually received by Tenant from the sale of electrical power generated from the operation of all Wind Turbines connected to the Revenue Meter, (b) any other amounts actually received by Tenant during such period directly related to the operation of the Wind Turbines connected to the Revenue Meter, from curtailment or otherwise, (c) any cash settlement (whether positive or negative to Tenant) arising from any transaction entered into by Tenant hedging the market price of electricity associated with the operation of all Wind Turbines connected to the Revenue Meter, and (d) any proceeds actually received by Tenant from the

sale of environmental benefits that may be associated with the Wind Turbines connected to the Revenue Meter (i.e., “green tags” or other similar payments). Net Revenues shall exclude or deduct as appropriate: (i) financing proceeds; (ii) tax credits, whether federal, state or local, and including without limitation the federal production tax credit and investment tax credit or payments in lieu thereof or any reimbursement thereof; (iii) proceeds from the sale or transfer of all or a portion of the Project or an interest in the Project or in the Tenant, including without limitation the sale of machinery or equipment; (iv) proceeds from the sale, lease, sublease, assignment, transfer or other disposition whether directly or indirectly of Wind Facilities or any other of Tenant’s or any sublessee’s improvements, trade fixtures or chattel (or any interest therein); (v) the relevant costs as established in the applicable tariff published by a relevant transmission provider, or otherwise charged by a transmission provider, for moving the Project’s electrical generation from a Project substation to the point of delivery to the purchaser of the electricity; (vi) parasitic or other loss (i.e., electrical energy used to power Wind Facilities or operations, or lost in the course of transforming, shaping, transporting or delivering the electricity); (vii) proceeds from the sale, modification or termination of any obligation under a power purchase contract; and (viii) any amounts received by Tenant that are required to be paid to a “Buyer”, or similarly defined term, under a power purchase agreement, hedge, or another off-take agreement, including revenues received for energy, renewable energy credits, capacity, or ancillary services.

5.1.4. The first “**Lease Year**” shall commence on the first day of the Operations Period and end on the following December 31. Each successive calendar year during the Term shall be another Lease Year, provided that the last Lease Year shall end upon the expiration of the Term.

5.1.5. To the extent that (i) Tenant does not receive revenue from the sale of electricity generated by the Wind Turbines on the Property under an arms-length power purchase agreement or other third party off-take agreement, (ii) Tenant is using the electricity for its own use in a manner in which Tenant does not receive actual revenue from the use of such electricity, or (iii) Tenant is a utility selling electricity to third party retail or wholesale customers, then Tenant shall calculate the Net Revenues under this Lease on an annual basis as a dollar amount equal to the total energy (measured in megawatt hours) generated by the Wind Turbines on the Property during the applicable annual period multiplied by the Average Energy Value (defined below) for the applicable annual period. For purposes hereof, the “**Average Energy Value**” shall be the average of the applicable independent system operator (“**ISO**”) hourly market prices at the trading hub for each hour in the applicable annual period. In the event the applicable ISO ceases to be the prevailing market indicator of hourly market prices at the trading hub, Tenant may use a reasonably equivalent substitute as the prevailing market rate indicator for the purposes hereof. This Section shall not require any additional payment by Tenant if Landlord has been paid Operating Rent for the same electricity pursuant to Section 5.9.

5.2. Payment of Rent Generally. Tenant shall not be required to make any rent payment to Landlord under this Lease until such time as Landlord has returned to Tenant a completed and executed Internal Revenue Service Form W-9, a payment instruction form signed by each person or entity holding record or equitable title to the Property, and documentation (if applicable) evidencing signing authority.

5.3. Installation Fee. If Wind Turbines are installed on the Property, Tenant shall pay Landlord the Installation Fee described in Section 1.16. The Installation Fee shall be paid as follows: 50% within thirty (30) days after the Construction Date and 50% within thirty (30) days after COD. Once such payment has been made, Tenant shall have no further obligations with respect to the Installation Fee.

5.4. Payments During the Development Period. During the Development Period, Tenant shall pay the Development Rent specified in Section 1.9. Payment shall be due within sixty (60) days after the Effective Date and within thirty (30) days after each anniversary of the Effective Date prior to the Construction Period. If the Development Period ends on any day other than an anniversary of the Effective Date, then Development Rent already paid for periods of time after termination of the Development Period shall be applied to payments due after the Development Period.

5.5. Payments During the Construction Period. During the Construction Period, Tenant shall pay the Construction Rent specified in Section 1.10. The first payment of the Construction Rent shall be due within thirty (30) days after the Construction Date, and any subsequent payments of Construction Rent shall be due within thirty (30) days after each anniversary of the Construction Date. Construction Rent shall end upon the commencement of the Operations Period and for any part of the Property for which this Lease is terminated prior to the end of the Term on the date of such partial termination. If the Construction Period ends on any day other than an anniversary of the Construction Date, then Construction Rent already paid for periods of time after termination of the Construction Period shall be applied to payments due after the Construction Period.

5.6. Meteorological Equipment Fee and ADLS Tower Fee. If Tenant installs a unit of Wind Equipment on the Property for the sole purpose of collecting meteorological data, Tenant shall pay Landlord the annual Meteorological Equipment Fee in Section 1.12 for so long as the unit of Wind Equipment is installed. This fee will be paid annually, with the first payment due within forty-five (45) days of the installation of the unit of Wind Equipment. If Tenant installs an ADLS Tower on the Property, Tenant shall pay Landlord the annual ADLS Tower Fee in Section 1.13 for so long as the ADLS Tower is installed. This fee will be paid annually, with the first payment due within forty-five (45) days of the installation of the ADLS Tower.

5.7. Transmission and Access Easement Fee; Materials Fee. Tenant shall pay Landlord the Transmission and Access Easement Fee in the amount specified in Section 1.14 if permanent roads, above-ground transmission lines, buried cables, or pipelines are installed on the Property. The Transmission and Access Easement Fee shall be paid, if due, as follows: 50% will be paid within thirty (30) days after Construction Date and 50% will be paid within thirty (30) days after COD. Tenant shall pay Landlord the Materials Fee in the amount specified in Section 1.15 if caliche or limestone is taken from the Property by Tenant and used by Tenant for construction of the Wind Facilities within the Project. The Materials Fee shall be paid, if due within thirty (30) days after COD.

5.8. Substation, Switchyard, O&M Facility, and Laydown Yard Fees. If Tenant constructs a transmission substation, switchyard, and/or an operations and maintenance (“**O&M**”) facility, and/or a laydown yard (each a “**Project Facility**”) on the Property, then Tenant shall pay Landlord the following amounts, as applicable (“**Facilities Tract Fees**”): (i) a one-time payment of \$15,000 per acre for each of the substation, switchyard, or O&M facility constructed on the Property for up to five acres for each, and if greater than 5 acres of the Property is used for any of the substation, switchyard, or O&M facility, then Tenant shall make an additional one-time payment of \$5,000.00 per acre for acreage exceeding 5 acres for any of the substation, switchyard, or O&M facility; and/or (ii) a one-time payment of \$15,000 per acre for the use of up to 20 acres of the Property for a laydown yard for up to two years, and if greater than 20 acres of the Property is used for a laydown yard, then Tenant shall make an additional one-time payment of \$2,500.00 per acre for acreage exceeding 20 acres for the laydown yard. The substation, switchyard, or O&M facility payment described above will be paid as follows: 50% within thirty (30) days after the Construction Date and 50% within thirty (30) days after COD. The full amount of the laydown yard payment described above will be paid within 30 days after the Construction Date. If Tenant uses the Property for a laydown yard for a period of time exceeding 2 years, then Tenant shall pay Landlord \$5,000.00 per acre per year for up to 20 acres of laydown yard for such additional time period, and \$5,000.00 per acre per year for any laydown yard acreage exceeding 20 acres, with such payment being made within 30 days after the second anniversary of the Construction Date and subsequent anniversaries thereof, if applicable. The Facilities Tract Fees shall be (i) deemed to include all compensation for all damage to cropland, crops or livestock and Landlord will not be entitled to any payment under Section 6.7 for the initial construction of the substation, switchyard, or O&M Facility or installation of the laydown yard, and (ii) in addition to any Operating Rent that might be due pursuant to Section 1.11. No additional consideration shall be due upon any replacement of any substation, switchyard, O&M Facility, or laydown yard within the boundaries of the Property during the Term of this Lease, except that if Landlord’s crops are damaged during such replacement, Tenant shall pay damages to Landlord in accordance with Section 6.7. In calculating the acreage-based payments required to be made pursuant to this Section, the acreage utilized for a Project Facility shall include all the area that is unavailable for

agricultural purposes because of facilities installed for electric power switching, transformation, metering, conditioning, interconnection, and/or operations and maintenance, or equipment laydown.

5.9. Operating Rent. For each Lease Year, Tenant shall pay Landlord the Operating Rent specified in Section 1.11. The royalty Operating Rent amount (the “**Royalty**”) for a given Lease Year is calculated by multiplying the Net Electrical Capacity by the Net Revenues for such Lease Year, and multiplying the result by the applicable royalty percentage specified in Section 1.11 for that Lease Year. If the Wind Turbines on the Property are connected to more than one Revenue Meter, the Royalty shall be calculated separately for each Revenue Meter. For example, if in the first full Lease Year, (a) X MW is the nameplate capacity of all Wind Turbines on the Property connected to a single Revenue Meter, (b) Y MW is the nameplate capacity of all Wind Turbines connected to that same Revenue Meter, (c) \$Z is the Net Revenues associated with that same Revenue Meter, and (d) the applicable royalty percentage specified in Section 1.11 is 5.0%, then the Royalty for that Lease Year would be calculated as $((X \text{ MW} / Y \text{ MW}) \times \$Z \times 5.0\%)$. Any Operating Rent accruing during the Operations Period under this Section 5.9 shall be due and payable in accordance with Section 5.10. Notwithstanding any provision to the contrary contained in this Lease, the Royalty component of Operating Rent may be due pursuant to Section 1.11 and this Section only if and for so long as none of the electricity generated by any of the Wind Turbines on the Property is providing power to a Hydrogen Production Facility.

5.10. Payment of Operating Rent. By September 1 of each Lease Year, Tenant shall pay Landlord the Royalty due for the immediately prior six-month period between January 1 and June 30 or, if no Royalty is due, shall pay 50% of the applicable per acre or per megawatt Operating Rent amount for that Lease Year. By March 1 of each Lease Year, Tenant shall pay Landlord the Royalty due for the immediately prior six-month period between July 1 and December 31, unless the total Royalty due for the immediately prior Lease Year does not exceed the per acre or per megawatt Operating Rent amount for that Lease Year, in which case Tenant shall pay Landlord the applicable per acre or per megawatt Operating Rent amount for the prior Lease Year less all payments already made for that Lease Year. All Operating Rent obligations shall be prorated (if applicable) for any partial year.

5.11. Taxes and Assessments. Tenant shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Wind Facilities on the Property. Tenant shall not be liable for taxes attributable to facilities installed by Landlord or others on the Property or to the underlying value of the Property itself. Landlord and Tenant shall cooperate in an effort to have Tenant separately billed for its share of taxes; however, if such arrangement cannot be made, then Landlord shall submit the real property tax bill to Tenant within thirty (30) days after Landlord receives the bill, and Tenant shall pay its share of the taxes to Landlord no later than ten (10) days prior to the date the taxes are due. If Landlord does not timely pay its share of taxes on the Property, Tenant shall be entitled (but not obligated) to make payments in fulfillment of Landlord’s tax obligations and may offset those payments against future payments due Landlord under this Lease. If Landlord makes a claim under this Section, then Landlord shall provide to Tenant copies of all relevant property tax bills, notices, assessments and related documents in a timely manner.

5.12. Tenant’s Right to Contest Taxes. Tenant shall have the right to contest the legal validity or amount of any taxes in connection with the Property and may institute such proceedings as it considers necessary, at its own cost. If the contest poses a reasonable risk of loss, forfeiture, or imposition of a penalty on Landlord, then Tenant shall, at Tenant’s option, post sufficient financial assurance or provide Landlord with a reasonably satisfactory indemnity against such risks. Landlord shall render to Tenant all reasonable assistance, at no cost or expense to Landlord, in pursuing any tax contest, including joining in the signing of any protest or pleadings which Tenant reasonably deems advisable; provided, however, that Tenant shall reimburse Landlord for its reasonable attorney fees and other expenses actually incurred in connection with providing such assistance.

5.13. Land Conservation Programs. Landlord has disclosed to Tenant all portions of the Property, if any, that are currently enrolled in the USDA Conservation Reserve Program or any substantially similar local,

state or federal program for the preservation of agricultural land (any such program, “**CRP**”) as of the Effective Date. Landlord shall cooperate (at no out-of-pocket cost to Landlord) in any effort by Tenant to remove all or a portion of any such land from the CRP as needed for construction, operation and maintenance of the Project. Upon removal from CRP of any portion of the Property that is enrolled in CRP as of the Effective Date, Tenant shall reimburse Landlord for any penalties or reinstated taxes resulting from such removal, but shall not be obligated to reimburse Landlord for any future CRP payments that would otherwise have been made to Landlord after the date of removal. After the Effective Date, Landlord shall not enroll any portion of the Property in CRP without Tenant's consent, not to be unreasonably withheld.

5.14. Utilities. Tenant shall pay for all water, electric, telecommunications and any other utility services used by the Wind Facilities or Tenant on the Property.

5.15. Inflation Adjustments. Commencing on January 1 after the first (1st) anniversary of COD and annually thereafter, the per acre amount and the per megawatt amount set forth in Section 1.11 shall be increased by the Inflation Adjustment Factor specified in Section 1.17.

5.16. Water. Notwithstanding any provision to the contrary contained in this Lease, Tenant shall not utilize groundwater from the Property except pursuant to a separate written agreement with Landlord.

5.17. Multiple Projects; Shared Facilities. Landlord and Tenant acknowledge and agree that (i) if the Property is a part of the Project and other projects, including, without limitation, hydrogen, solar, battery storage, and/or other energy projects, then with respect to improvements or uses for which this Lease and one or more other land agreements provide payment terms, payments for such improvements or uses shall be due under only one land agreement, whether such land agreement is this Lease or another applicable land agreement, and (ii) if the Project shares facilities (including without limitation roads, access facilities, interconnection facilities, transmission facilities, substations, switchyards, O&M facilities, and laydown areas) with hydrogen, solar, battery storage, and/or other energy projects in the vicinity of the Project, then payments with respect to such shared facilities will be due under only one land agreement. Tenant and the lessees or grantees under such other land agreements, if any, affecting the Property, shall in good faith determine the applicable land contract for payments with respect to the improvements and facilities described in this Section, and Landlord and Tenant agree that Tenant and the lessees or grantees under such other land agreements, if any, affecting the Property, shall in their sole discretion as between such parties determine the points of change of ownership of the improvements described in this Section and the percentage of ownership interests in the facilities described in this Section. For the avoidance of doubt, this Section does not limit any of Tenant’s rights under this Lease.

5.18. Hydrogen Production Payment. By September 1 of each Lease Year, Tenant shall pay Landlord the Hydrogen Production Payment, if any, specified in Section 1.18, to the extent due and payable, for the immediately prior six-month period between January 1 and June 30. By March 1 of each Lease Year, Tenant shall pay Landlord the Hydrogen Production Payment, to the extent due and payable, for the immediately prior six-month period between July 1 and December 31. All Hydrogen Production Payment obligations shall be prorated for any partial year.

6. IMPROVEMENTS TO THE PROPERTY.

6.1. Mechanic’s Liens. Tenant shall pay when due all claims for labor and material furnished to the Property, and shall not permit any mechanic’s, materialmen’s, contractor’s, or other claims of liens (collectively “**Liens**”) arising from any construction, maintenance, repair, or alteration of improvements by Tenant to be enforced against the Property or any part thereof. Tenant may, however, in good faith and at Tenant’s own expense, contest the validity of any asserted Lien, provided that Tenant has, at Tenant’s option, bonded against the Lien pursuant to applicable law or provided Landlord with an indemnity against enforcement of the Lien in a form reasonably satisfactory to Landlord. Landlord shall have the right to record and post notices of non-responsibility for work performed on the Property by or on behalf of Tenant.

6.2. Landlord's Right to Discharge Lien. If Tenant fails to comply with Section 6.1 and a Lien is enforced against the Property as a result, Landlord shall have the right, but not the obligation, upon ten (10) business days' notice to Tenant, to pay or otherwise discharge, stay, or prevent the execution of any such Lien. Tenant shall reimburse Landlord for all sums paid by Landlord under this Section 6.2, together with interest thereon at the Prime Rate as most recently published by the Wall Street Journal at the time of the default (the "**Default Rate**") and all of Landlord's reasonable attorney fees and costs incurred in connection with the Lien.

6.3. Maintenance of Property. On completion of construction, Tenant shall restore all portions of the Property temporarily disturbed by Tenant to a condition substantially similar to the condition that existed prior to construction, to the extent such restoration is commercially reasonable; provided however that if crops are displaced, Tenant shall not be responsible for replacing crops but shall instead pay crop damage pursuant to Section 6.7, if applicable. Tenant shall reseed any areas that were vegetated prior to disturbance to commercially reasonable standards, in consultation with Landlord. Throughout the Term, Tenant shall, at Tenant's sole cost and expense, maintain the Wind Facilities in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable Laws.

6.4. Transmission and Collection Lines. All underground transmission and collection lines that Tenant constructs on the Property shall be buried at least three (3) feet below the surface and all overhead transmission lines shall satisfy the minimum height requirements of any applicable electrical or building code.

6.5. Erosion and Weed Control. Tenant shall, at its sole cost and expense, take commercially reasonable steps to mitigate erosion and control noxious weeds within ten (10) feet of the Wind Facilities, and on any other portions of the Property where the surface of the land has been disturbed by Tenant. If Tenant fails to control noxious weeds as required by this Section 6.5, then Landlord may upon ten (10) days prior written notice to Tenant assume responsibility for the implementation of all weed control measures, and Tenant shall reimburse Landlord for all reasonable weed control measures at the normal and reasonable rates in the County where the Property is located.

6.6. Roads. Tenant shall post any roads it constructs on the Property as private roads only for use by authorized personnel in connection with the Wind Facilities. Landlord may use or cross (or permit the use or crossing of) such roads only to the extent such use or crossing does not interfere with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights hereby granted. Landlord shall reimburse Tenant for the cost to repair any damage to Tenant's roads caused by Landlord or those using the roads with Landlord's permission.

6.7. Crop/Livestock Damage. Tenant shall reimburse Landlord (or, if requested by Landlord, Landlord's agricultural tenants) one time per occurrence for all damage to cropland, crops and livestock caused by Tenant's construction, operation and maintenance of Wind Facilities on the Property as follows:

6.7.1. For growing crops (provided that Landlord was farming such portions of the Property immediately prior to such crop damage occurring), Tenant shall promptly pay a one-time lump-sum amount equal to the greater of: (a) the actual, documented out-of-pocket costs theretofore incurred by Landlord or Landlord's tenant in planting, irrigating and fertilizing such crops, or (b) the average yield per acre per year of the Property for the crop during the prior three (3) years, multiplied by the most recent price per unit for the crop published by the USDA National Agricultural Statistics Service, multiplied by the number of acres damaged. Upon completion of construction of Wind Facilities, Tenant may require that Landlord not grow crops within the boundaries of the access roads and Wind Facilities installed on the Property pursuant to this Lease, and thereafter no crop damage payments will be payable with respect to such areas. For the purposes of this Section 6.7.1, the "boundaries" of the Wind Facilities shall include the immediate area upon which improvements are located plus a 10-foot wide perimeter surrounding such immediate area.

6.7.2. For livestock, an amount equal to the average market price in the County for each head of livestock lost in the year in which the loss occurred.

6.7.3. The remedies provided in this Section 6.7 shall be the exclusive remedy for damages to cropland, crops or livestock caused by construction, operation and maintenance of Wind Facilities on the Property. Landlord and Tenant acknowledge that this liquidated remedy is appropriate because of the difficulty and expense of fixing actual, direct damages for such losses. Except as expressly set forth in this Section 6.7, Tenant shall not be responsible to compensate Landlord or its agricultural tenants for soil compaction, its inability to grow crops, raise livestock or otherwise use the Property as a result of the construction, maintenance or operation of the Wind Facilities on the Property.

6.7.4. If Landlord and Tenant cannot agree in good faith in calculating the payments required under this Section 6.7, the dispute shall be resolved by an arbitrator mutually acceptable to the parties. If the parties cannot agree on an arbitrator, then each party shall select an arbitrator, and the two arbitrators together shall select a third arbitrator to resolve the matter. The determination of the arbitrator shall be final and binding upon the parties. Landlord shall pay fifty percent (50%) and Tenant shall pay fifty percent (50%) of all costs of arbitration.

6.8. Gates and Fences. After entering or exiting any gate on or providing access to the Property, Tenant shall close such gate; provided, however, that Tenant may leave such gate open during the construction, installation, replacement, repair, and maintenance of the Wind Facilities so long as such gate is attended while open. Tenant shall not permit livestock to stray or escape through such gate at any time. Tenant and Landlord may maintain separate locks on all gates such that either lock is capable of unlocking a given gate. When relocating an existing fence, Tenant shall pay for the cost of relocation, and also shall obtain Landlord's prior consent on the new location of the fence, not to be unreasonably withheld. When installing a gate within an existing fence, Tenant shall make fence cuts, braces, and repairs that will be permanent and remain functional for the remaining expected life of the fences of which they are part. Tenant shall have the right to install cattle guards in lieu of gates with the consent of Landlord, not to be unreasonably withheld. Within ten (10) days after written notice from Landlord of any problem with a gate, cattle guard or fence installed or maintained by Tenant, Tenant shall make adequate repairs, weather permitting; provided, however, that in the event Landlord reasonably deems it necessary to make repairs without notice to Tenant because of the imminent escape or loss of livestock, then Landlord may do so and shall be reimbursed by Tenant for the reasonable and actual out-of-pocket costs incurred by Landlord.

6.9. Drainage Tiles. Tenant shall repair or replace any drainage tiles on or under the Property damaged by Tenant during construction or operation of the Project.

7. LANDLORD'S REPRESENTATIONS AND COVENANTS.

7.1. No Interference. Landlord shall not 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 this Lease. Clause (b) above shall apply at all times in a three-hundred sixty degree (360°) radius from each Wind Turbine on the Property to the boundaries of the Property, and in a one-hundred eighty degree (180°) vertical arc above each Wind Turbine.

7.2. Trees, Structures and Improvements. Section 7.1 notwithstanding, all structures and improvements on the Property as of the Effective Date shall be allowed to remain and Tenant may not require their removal. After the Effective Date, Landlord may install new trees, structures and improvements on the Property that are less than thirty (30) feet in height and at least five hundred (500) feet from the base of any Wind Turbine without Tenant's consent; provided, however, that such an installation shall not violate any setback or other permitting or regulatory requirement for the Wind Facilities or the Project set by any governmental authority. If construction of the Wind Facilities on the Property is not yet complete then Landlord shall first consult with Tenant to ensure that the new tree, structure or improvement is not within five hundred (500) feet of

any planned Wind Turbine and does not interfere with any other requirements of the Project. Any new trees, structures and improvements on the Property after the Effective Date that either exceed thirty (30) feet in height or are proposed to be within five hundred (500) feet of the base of an existing or planned Wind Turbine shall require Tenant's prior written consent, not to be unreasonably withheld. For the purposes of this Section 7.2, the height of planted trees will be deemed to be their expected height at full maturity.

7.3. Legal Requirements. Landlord shall, at no out-of-pocket cost to Landlord, assist and fully cooperate with Tenant in complying with or obtaining any and all Laws, land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Tenant in connection with the development, financing, sale, construction, installation, replacement, relocation, maintenance, operation or removal of the Project and/or Facilities, including, execution of applications for such approvals, allowing Tenant to submit applications for such approvals on behalf of Landlord, and delivery of any other requested information and documentation. Nothing herein shall prevent Landlord from expressing its opinion or appearing at any public proceeding and providing information to any government agency; provided, Landlord may only oppose Tenant's projects if and to the extent Tenant has breached this Lease beyond the expiration of any applicable cure periods.

7.4. Reclassification of Property. Landlord shall not take or agree to any action that could potentially cause a rezoning or reclassification of the Property resulting in Tenant's use of the Property pursuant to this Lease being: (a) nonconforming, (b) prohibited, or (c) a conditional or special use if Tenant's use was not a conditional or special use as of the Effective Date, unless Landlord has Tenant's prior written consent which Tenant may withhold in its sole discretion.

7.5. Lateral Support. Tenant shall have and exercise the right of subjacent and lateral support for Wind Facilities on the Property to whatever extent is necessary for the safe construction, operation and maintenance of Wind Facilities. Landlord expressly covenants that Landlord shall not excavate so near the sides of or underneath the Wind Facilities, either on Landlord's property or adjacent property, so as to undermine or otherwise adversely affect their stability.

7.6. Representations and Warranties. Landlord (and each person or entity comprising Landlord, if applicable) represents and warrants to Tenant as follows:

7.6.1. Landlord is the sole owner of the Property and has the unrestricted right and authority to execute this Lease and to grant to Tenant the rights granted hereunder. Each person signing this Lease on behalf of Landlord is authorized to do so, and all persons having any ownership or possessory interest in the Property have signed this Lease as Landlord. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms and shall run with the land.

7.6.2. No rights to convert the wind resources of the Property or to otherwise use the Property for Wind Energy Purposes have been granted to or are held by any party other than Tenant, nor shall Landlord grant such rights in the future without the written consent of Tenant, which Tenant may withhold in its sole discretion.

7.6.3. Landlord shall not violate, and shall defend, indemnify and hold Tenant harmless for, from and against any violation or claimed violation (past, present or future), including any associated attorneys' fees, by Landlord or by persons on the Property with Landlord's permission of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (collectively, "**Hazardous Materials**") on or under the Property. Landlord has no knowledge of the presence of any Hazardous Materials on or under the Property, and shall, at Landlord's expense, remove any Hazardous Materials that are discovered on or under the Property.

7.7. Subordination and Non-Disturbance. Landlord shall cause any person or entity (including without limitation Landlord or any person or entity comprising Landlord) with a lien, encumbrance, mortgage, lease or other exception to Landlord's fee title to the Property, whether recorded or unrecorded, to enter into nondisturbance, subordination and other title curative agreements as requested by Tenant in its sole discretion. If Landlord defaults on its obligations to such holder, then Tenant shall be entitled (but not obligated) to fulfill Landlord's obligations to such holder, and may offset the cost of doing so against future payments due to Landlord under this Lease. After the Effective Date, Landlord shall not create or suffer any lien, mortgage or encumbrance against the Property unless the holder thereof enters into a subordination, nondisturbance, recognition or similar agreement in a form reasonably acceptable to Tenant, which protects and preserves all of Tenant's rights hereunder in the event of a foreclosure.

7.8. Safety Measures; Aerial Spraying. From and after the Construction Date and for so long as the Project is operational, Landlord shall notify Tenant at least twenty-four (24) hours prior to undertaking any aerial application of agricultural chemicals on the Property, and Landlord shall notify Tenant of the planned location and timing of any aerial application of agricultural chemicals on the Property. Landlord understands that this information is important and will help Tenant to protect Tenant's employees and contractors from exposure to potentially hazardous chemicals and to properly respond to inadvertent exposure.

7.9. Indemnity. Landlord shall defend, indemnify and hold Tenant harmless for, from and against any third-party claims, losses, liabilities, damages, costs or expenses, including reasonable attorney fees (collectively, "**Claims**"): (a) for physical damage to property and for physical injuries or death, to the extent caused by the negligence or willful misconduct of Landlord or persons on the Property with Landlord's permission; (b) arising out of or related to Landlord's breach of this Lease or the inaccuracy of any representation or warranty made by Landlord herein; (c) any violation by Landlord or by persons on the Property with Landlord's permission of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Property.

7.10. Lone Star Infrastructure Protection Act. Reference is hereby made to Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116), otherwise known as the Lone Star Infrastructure Protection Act (as the same may be amended from time to time, "**LSIPA**"). Landlord represents and warrants that: (a) neither Landlord nor any affiliate of Landlord is owned by individuals who are citizens of China, Iran, North Korea, Russia, or another country designated as a threat to critical infrastructure pursuant to LSIPA (each, a "**Designated Country**"), or by a company or other entity, including a governmental entity, that is owned or controlled by citizens of, or is directly controlled by the government of, any Designated Country; (b) the majority of stock or other ownership interest of Landlord or any of its affiliates is not held or controlled by individuals who are citizens of a Designated Country, or by a company or other entity, including a governmental entity, that is owned or controlled by citizens of, or is directly controlled by the government of, a Designated Country; and (c) neither Landlord nor any of its affiliates is headquartered in any Designated Country. Furthermore, without the prior written consent of Tenant, Landlord shall not transfer any interest in the Property to an entity that does not comply with the requirements of this Section.

8. TENANT'S REPRESENTATIONS AND COVENANTS.

8.1. Insurance. During the Development Period, Tenant shall, at its expense, maintain a commercial general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) of liability coverage per occurrence. Throughout the Operations Period, Tenant shall, at its expense, maintain: (a) a commercial general liability insurance policy in an amount not less than Five Million Dollars (\$5,000,000) of liability coverage per occurrence; and (b) casualty loss insurance on the Wind Facilities in amounts and as required by Tenant's lender(s), if any. Limits can be achieved through a combination of primary and excess limits. Tenant shall have the right to use a program of self-insurance to meet these requirements.

8.2. Indemnity. Tenant shall defend, indemnify and hold Landlord harmless for, from and against any third-party Claims: (a) for physical damage to property and for physical injuries or death, to the extent caused by the negligence or willful misconduct of Tenant or persons on the Property with Tenant's permission; (b) arising out of or related to Tenant's breach of this Lease or the inaccuracy of any representation or warranty made by Tenant herein; and (c) arising out of any violation by Tenant or by persons on the Property with Tenant's permission of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Property. The indemnity provided by this Section 8.2 does not extend to Claims for damage to cropland, crops or livestock, which are governed solely by Section 6.7.

8.3. Permits and Laws. Tenant and its designees shall, at its expense, comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority (each, a "**Law**") applicable to Tenant's operations or activities on the Property and shall obtain all permits, licenses and orders required to conduct any and all such activities; provided, however, that Tenant party shall have the right, in its sole discretion, to contest, by appropriate legal proceedings (which may be brought in the names of Landlord and/or Tenant where appropriate or required), the validity or applicability of any such Law, and Landlord shall reasonably cooperate with Tenant in such contest, at no out-of-pocket expense to Landlord.

9. ASSIGNMENTS AND SUBLEASES.

9.1. Tenant's Right to Transfer. Tenant and any Transferee (as defined below) shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Property or the Wind Facilities to any person or entity (a "**Transferee**") without the consent of Landlord. Tenant and any Transferee shall provide written notice to Landlord of any transfer provided that failure to give such notice shall not constitute a default under this Lease but rather shall only have the effect of not binding Landlord with respect to such Assignment until such notice shall have been given. A Transferee also includes any person or entity acquiring an interest in the Lease or the Wind Facilities by foreclosure or a conveyance in lieu of foreclosure, and a Mortgagee as defined in Section 10.1. Upon receipt of written notice of any transfer under this Section 9.1 that includes contact information for the Transferee, Landlord shall thereafter provide the Transferee with simultaneous copies of any notices of default issued to any person or entity under this Lease.

9.2. Liability of Assignor. Upon a transfer, conveyance or assignment of all of Tenant's interest in this Lease, Tenant shall be released from all obligations and liabilities accruing after the date such obligations and liabilities are assumed by Transferee, to the extent assumed by Transferee. Any obligations accruing before the date such obligations and liabilities are assumed by Transferee shall be the responsibility of either the Tenant or Transferee, as determined jointly by Tenant and Transferee.

9.3. Rights and Obligations of Transferees. No Transferee shall have any obligation or liability under this Lease prior to the time that the Transferee directly holds an interest in the Lease or the Wind Facilities, or in the case of an interest granted for security purposes, the holder thereof succeeds to absolute title to the interest. Except as otherwise expressly provided in this Lease, a Transferee shall be liable to perform obligations under this Lease only for and during the period the Transferee directly holds such interest or absolute title. Subject to Section 9.4, and provided that any Mortgagee (as defined in Section 10.1) shall also have the supplemental cure periods described in Section 10.4, Transferees shall be entitled to the same cure period (if any) granted to the defaulting party under this Lease. For any Transferee that holds an interest in less than all of the Tenant's rights and interests under this Lease or the Wind Facilities, any default under this Lease shall be deemed remedied as to the Transferee's partial interest if the Transferee has cured its pro rata portion of the default, and thereafter Landlord shall not disturb the Transferee's possession of the Property or enjoyment of its rights hereunder. However, any Transferee shall have the right, but not the obligation, to cure any default of any other holder of a portion of Tenant's interest in this Lease or the Wind Facilities.

9.4. Cure Requiring Possession of an Interest. Notwithstanding Section 9.3 or Section 10.4, if any default under this Lease cannot be cured without obtaining possession of all or part of the Wind Facilities or an interest in this Lease, then the default shall be deemed remedied if, within sixty (60) days after receiving notice of the default, the Transferee: (a) shall have acquired possession of the necessary interest, or shall have commenced and is diligently pursuing appropriate proceedings to obtain the same; and (b) performs all other obligations that are capable of performance without being in possession of the Property as and when due under this Lease during the pendency of any proceedings to gain possession and after gaining possession of the necessary interest. Further, a Transferee's deadline for any action under this Lease shall be tolled to the extent the Transferee is prohibited from acting by any process or injunction issued as a result of any bankruptcy, reorganization, insolvency or other debtor-relief proceeding, provided that Transferee continues to perform all obligations under this Lease that are capable of performance during such process or injunction as they come due during the tolling period.

9.5. New Lease to Transferee. In the event of termination of this Lease for any reason, including without limitation foreclosure, conveyance in lieu of foreclosure, and rejection in any bankruptcy proceeding, any Transferee shall have the right to enter into a new lease with Landlord for the interest the Transferee held in the Property prior to termination, on all the terms and conditions of this Lease and for the remainder of the Term as of the date of termination, and subject to any subleases existing as of the date of termination, provided that the Transferee: (a) is not then in default of this Lease; and (b) cures any existing default to the extent applicable to the Transferee's interest in the Lease or the Wind Facilities (except that any defaults not susceptible of cure by the Transferee shall be deemed waived as to the Transferee). Any receipt of sublease rent by Landlord shall be for the account of the Transferee requesting a new lease. Any new lease shall maintain the same priority as to the Property as this Lease. The provisions of this Section 9.5 shall survive termination of this Lease and shall continue in effect thereafter until execution and delivery of the new lease.

9.6. Separability. Tenant may use the Property for one wind energy project or Tenant may divide the Property between two or more separate wind energy projects. If Tenant elects to so divide the Property into two or more wind energy projects, then Landlord shall, within twenty (20) days after written request from Tenant, and without demanding any additional consideration, bifurcate this Lease by entering into and delivering to Tenant two or more stand-alone new leases (which shall supersede and replace this Lease) that provide Tenant with separate leasehold estates in different portions of the Property, as designated by Tenant. Each of such new leases shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Tenant or any other person or entity prior to the execution of such new leases, and except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Tenant; (c) be for a term equal to the remaining term of this Lease; (d) contain a grant of access, transmission, communications and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate; (e) require payment to Landlord of only an acreage-proportionate part of each payment due under Section 5 (which under all such new leases shall in the aggregate equal the amounts that are due under this Lease); (f) provide for payments thereafter due under Section 5 and elsewhere to be paid with respect to the Wind Turbines and Wind Facilities actually installed under such new lease for the portion of the Property subject to such lease, and (g) enjoy the same priority as this Lease over any lien, mortgage, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Lease, (i) in the event of any uncured default under any such new lease, such event of default shall not affect, or cause a termination of, any other such new lease or any rights or interests granted under any other such new lease, and (ii) in the event of a termination of any such new lease, the remaining new leases and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Landlord.

9.7. 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 prior written consent which Tenant may withhold in its sole discretion. Further, notwithstanding Tenant's consent to any severance, Landlord assumes all risk that the severance of the wind energy rights from fee title is invalid, and shall jointly and severally indemnify and hold Tenant harmless from and against any and all claims, losses, liabilities, damages, costs or expenses arising out of or related to the purported severance of wind energy rights and fee title. Such indemnity shall survive any further conveyance of the wind energy rights and/or fee title to the Property or a portion thereof.

9.8. Subdivision. If, subject to the terms of Section 9.7, Landlord transfers less than all of the Property to any party or entity (a "**Partial Transferee**") (i) Tenant shall have the right to receive, review, comment on and/or approve any applications for any such Subdivision and shall be entitled to receive notice from Landlord of any public proceeding relating thereto and (ii) any such Subdivision shall not violate any zoning and/or subdivided land ordinances and regulations (including but not limited to any setback requirements) imposed upon the Project. "**Subdivision**" shall mean any subdivision or zoning approval other than an exemption under any applicable subdivision map act or equivalent law applicable to the Property. All references in this Lease to Landlord shall be deemed to include a Partial Transferee.

10. LENDER PROTECTION.

10.1. Right to Mortgage. Tenant or any Transferee may without the consent of Landlord transfer an interest in this Lease or the Wind Facilities to any third party (a "**Mortgagee**") for security purposes, whether by mortgage, deed of trust, security agreement or otherwise (a "**Mortgage**"). As long as any Mortgage is in effect, the Mortgagee shall be entitled to the protections of this Section 10. Mortgagees shall include the successors and assigns, if any, of any original Mortgagees.

10.2. Consent to Modification or Termination. For the benefit of each Mortgagee, Landlord shall not, without the prior written consent of each Mortgagee amend, modify, or take any action consenting to or accepting the voluntary surrender or termination of this Lease by Tenant or any Transferee. This Lease shall not be terminated by Landlord as a result of any Tenant or Transferee default unless all Mortgagees have first been provided with notice and the opportunity to cure any such default in accordance with the provisions of this Lease.

10.3. Right to Perform. A Mortgagee shall have the right (but not the obligation) to perform any term, covenant, condition, or agreement and to remedy any default by Tenant or any Transferee hereunder, and Landlord shall accept such Mortgagee performance, payment and cure as if such performance had been made, done and performed by Tenant or any Transferee.

10.4. Extended Cure Periods. All cure periods provided to Tenant or a Transferee for a default under this Lease shall be extended for any Mortgagee: (a) by thirty (30) days if the default is a failure to pay money when due under this Lease; or (b) by ninety (90) days in the event of any other default. Nothing in this Section 10.4 modifies a Mortgagee's rights under Section 9.4, to the extent that section applies.

10.5. Foreclosure and Conveyance after Foreclosure. A Mortgagee or its assigns may enforce its mortgage and acquire title to the Tenant's or Transferee's interest in the Lease in any lawful way and, pending foreclosure of such mortgage, the Mortgagee may take possession of Tenant's or Transferee's interest in this Lease and operate the Wind Facilities, performing all obligations performable by Tenant or Transferee subject to all of the terms of this Lease. Any default not susceptible of being cured by the Mortgagee or party acquiring the Tenant's or Transferee's interest in the Lease shall be, and shall be deemed to have been, waived by Landlord upon completion of the foreclosure proceedings or acquisition of Tenant's or Transferee's interest in this Lease by any purchaser (who may, but need not be, Mortgagee) at the foreclosure sale, or who otherwise acquires the Tenant's or Transferee's interest in the Lease from the Mortgagee or by virtue of a Mortgagee's exercise of its remedies. Upon the sale or other transfer of an interest in this Lease or the Wind Facilities acquired pursuant to

foreclosure or conveyance in lieu of foreclosure, the Mortgagee shall have no further liabilities or obligations under this Lease.

10.6. Impact of Bankruptcy. The filing of a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or the insolvency act of any state, or involuntary proceedings under any bankruptcy laws or insolvency act are instituted against Tenant or any Transferee shall not be grounds for terminating this Lease or an interest therein, as long as the rent and all other monetary charges payable by Tenant or the Transferee are paid by a Mortgagee as required by this Lease.

10.7. New Lease. If more than one Mortgagee requests a new lease pursuant to Section 9.5, then Landlord shall enter into a new lease with the most senior Mortgagee.

10.8. Minor Modifications of Lease Terms. If requested by a Mortgagee, Landlord shall modify the Lease to include any supplemental Mortgagee protection provisions reasonably requested by the Mortgagee, provided such provisions do not impair Landlord's rights or increase the burdens or obligations of Landlord.

10.9. No Merger. There shall be no merger of this Lease, or of the leasehold estate or other interests created by this Lease, with the fee estate in the Property by reason of the fact that this Lease or any such interests may be held, directly or indirectly, by or for the account of any person or entity who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons or entities at the time having an interest in the fee estate in the Property, and all persons or entities (including Mortgagees) having an interest in or under this Lease and any portion of the fee estate shall join in a written instrument effecting such merger and shall duly record the same.

11. DEFAULT AND REMEDIES.

11.1. Default. Subject to any applicable notice and cure rights set forth in this Lease, the occurrence of any of the following events shall constitute a default and a breach of this Lease:

11.1.1. Either Tenant or Landlord fails to perform as required by any representation, warranty, covenant, term, or condition of this Lease; or

11.1.2. Tenant fails to make any payments required by this Lease when due.

11.2. Notice of Default and Cure. Subject to the terms and conditions of Section 10 and notwithstanding Section 11.1, no party shall be in default under this Lease unless: (a) with respect to a failure to pay any rent, charges, or other amounts due and payable hereunder, Tenant fails to cure the default within sixty (60) days from receipt of notice from Landlord in writing that such amounts are due; or (b) with respect to any other default, the defaulting party fails either to cure the default within one hundred twenty (120) days after notice thereof or, if the failure to perform is such that it cannot reasonably be cured within one hundred twenty (120) days, to commence cure within the one hundred twenty (120) day period and to proceed diligently to cure the default in a manner reasonably acceptable to the other party.

11.3. Remedies - Landlord. In the event of any default by Tenant, and subject to any notice rights after the expiration of any applicable cure periods provided for in this Lease, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

11.3.1. Landlord may continue this Lease in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due, plus interest on any unpaid sums at the Default Rate.

11.3.2. Landlord may cure any default by Tenant after Tenant's cure period has expired. If Landlord, at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of

any sum, the sum paid by Landlord shall be due and owing immediately from Tenant to Landlord as additional rent hereunder, together with any interest thereon at the Default Rate.

11.3.3. If Tenant does not cure a default in the payment of money within sixty (60) days after written notice from Landlord, or in the case of any other default within one hundred twenty (120) days of such notice, then Landlord may by written notice to Tenant terminate this Lease, provided that Tenant does not cure such default prior to the date for termination set forth in such notice, all subject to the rights of Mortgagees forth in Section 10. Landlord may not terminate this Lease or Tenant's right of possession of the Property except as set forth in this Section 11.3. Upon termination Tenant shall restore the Property as required by Section 15.3.

11.4. Remedies - Tenant. In the event of any default by Landlord of Landlord's duties, obligations, or covenants hereunder, Tenant may, in addition to all other rights and remedies provided by law or equity, terminate this Lease by written notice to Landlord and payment to Landlord of any payments then due and unpaid under this Lease. Landlord further acknowledges and agrees that should Landlord breach any of its obligations hereunder or otherwise fail to permit Tenant to exercise any of the rights and privileges granted herein, Tenant shall have the right to seek specific enforcement of this Lease.

11.5. Records. Upon the termination or expiration of this Lease, Tenant shall record appropriate termination of lease documentation if the Landlord expressly requests.

12. FORCE MAJEURE.

12.1. Defined. An "Event of Force Majeure" includes without limitation flood, drought, earthquake, storm, fire, pestilence, lightning, or other natural catastrophe, unusually inclement weather, including but not limited to rain which falls earlier in the year, or in greater amounts, or for longer periods than has historically been experienced in the area of the Property, epidemics, acts of God or the public enemy, war, riot, civil disturbance or disobedience, strike, labor dispute, delays by third parties in the delivery of materials to the Property, expropriation or confiscation of facilities, changes of applicable law, compliance with any order of any governmental authority, or failure, threat of failure or sabotage of facilities which have been maintained in accordance with good industry engineering and operating practices, so long as the affected party makes good faith and reasonable efforts to remedy the delays or failures in performance caused thereby.

12.2. Limitations. The parties shall be excused for any delay or failure to perform their respective duties hereunder, except for obligations to pay money, only to the extent that such failure or delay is caused by an Event of Force Majeure. If an Event of Force Majeure causes a delay or failure in performance of only a portion of the obligations of a party under this Lease, then only that portion of performance which was delayed or prevented by such cause shall be deemed excused, and the performance of all other obligations of a party not so delayed shall not be excused. No such delay or failure in performance which is the result of an Event of Force Majeure shall be deemed excused for a period longer than the delay or failure in performance caused by such event.

13. LEGAL MATTERS.

13.1. Attorney Fees. In the event of any litigation, arbitration or alternative dispute resolution to interpret or enforce the provisions of this Lease, including any appeal, the prevailing party or parties in such litigation, arbitration or alternative dispute resolution shall be entitled to reasonable attorney fees, expert witness fees, and costs as shall be fixed by the court or arbitrator.

13.2. Governing Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the state in which the Property is located.

13.3. Jurisdiction and Venue. Any action that may be instituted relating to this Lease shall be prosecuted in the federal courts of the state in which the Property is located, to the extent federal jurisdiction is available. Landlord and Tenant each waive the right to object to the removal to federal court of any action instituted hereunder in state court, except on grounds of lack of federal jurisdiction.

13.4. Defense of Indemnity Claims. In connection with any indemnity provided under this Lease, the indemnifying party shall defend any Claims with legal counsel reasonably acceptable to the indemnified party.

13.5. Estoppel Certificates, etc. Landlord shall execute and deliver estoppel certificates certifying as to such matters as Tenant, Mortgagee, or any prospective investor, purchaser or lender may reasonably request, including, but not limited to, that (a) this Lease is in full force and effect and has not been modified except as set forth in the estoppel certificate, (b) the dates to which rent has been paid, (c) no default then exists under this Lease (or, if uncured defaults exist, stating with detail the nature thereof), and (d) any other matters as may be reasonably requested. Any such certificate may be conclusively relied upon by Tenant, the requesting party and any prospective purchaser, investor or encumbrancer of the Property or encumbrancer of the interest of Tenant hereunder. A party's failure to deliver such certificate within fifteen (15) days following request shall be conclusive upon such party: (i) that this Lease is in full force and effect without modification, except as may be represented by the party requesting the certificate, (ii) that all rent due has been paid through the date of the written request for the estoppel certificate, (iii) that there are no uncured defaults in the requesting party's performance, and (iv) the other certifications requested by the requesting party in the estoppel certificate are in fact true and correct. Landlord shall also execute and deliver consents to assignments and non-disturbance agreements (including with respect to other property on or in the vicinity of the Project as to which Landlord or its affiliates may have lease, use or other rights) as Tenant or any Mortgagee may reasonably request from time to time. Landlord shall cooperate in amending this Lease from time to time to include any provision that may be reasonably requested by Tenant or any Mortgagee for the purpose of implementing the terms and conditions contained in this Lease or of preserving a Mortgagee's security interest. Landlord shall also provide Tenant with any further assurances and shall execute any additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Tenant.

13.6. Jury Trial Waiver. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

13.7. Waiver of Certain Damages. THE PARTIES' LIABILITY ARISING OUT OF OR RELATED TO THIS LEASE UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT, STRICT LIABILITY, STATUTORY OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES, AND IN NO EVENT SHALL LANDLORD, TENANT OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

14. CONDEMNATION.

14.1 Effect of Condemnation. If eminent domain proceedings are commenced against all or any portion of the Property, and the taking and proposed use of such property would prevent or adversely affect Tenant's construction, installation or operation of the Wind Facilities on the Property, at Tenant's option, the parties shall amend this Lease to reflect any necessary relocation of the Wind Facilities which will preserve the value and benefit of the Lease to Tenant, together with any corresponding payments, or this Lease shall terminate

in which event neither party shall have any further obligations.

14.2 Apportionment; Distribution of Award. On any taking covered by Section 14.1, all sums, including damages and interest, awarded shall be paid first to Tenant in an amount equal to the aggregate of any costs or losses that Tenant may sustain for the loss of its leasehold estate or in the taking, removal and/or relocation of the Wind Facilities; and then to Landlord and/or Tenant consistent with the law of the state in which the Property is located.

15. EXPIRATION OR TERMINATION.

15.1 Tenant's Right to Terminate. Tenant shall have the right throughout the Term to terminate this Lease as to all or any part of the Property upon written notice to Landlord, subject to Tenant's obligation to restore the Property pursuant to Section 15.3.

15.2 Holding Over. This Lease shall terminate without further notice at the date of expiration of the Term. Any holding over by Tenant after expiration shall not constitute a renewal or extension of this Lease or give Tenant any rights in or to the Property, except as set forth in Section 15.3.

15.3 Facility Removal.

15.3.1 Upon expiration or termination of the Term, Tenant shall surrender and vacate the Property within sixty (60) days; provided, however, that Tenant shall remove Wind Facilities from the Property in the manner set forth below, and Tenant shall have a license to enter onto the Property for eighteen (18) months following termination of this Lease to complete such removal. Tenant is responsible for removing Tenant's Wind Facilities from the Property and Tenant shall, in accordance with H.R. 2845, 86th Leg., Reg. Sess. (Tex. 2019) and any other applicable laws or regulations, safely:

- (1) clear, clean, and remove from the Property:
 - (A) each wind turbine generator, including towers and pad-mount transformers;
 - (B) all liquids, greases, or similar substances contained in a wind turbine generator;
 - (C) each substation; and
 - (D) all liquids, greases, or similar substances contained in a substation;
- (2) for each tower foundation and pad-mount transformer foundation installed in the ground:
 - (A) clear, clean, and remove the foundation from the ground to a depth of at least three feet below the surface grade of the land in which the foundation is installed; and
 - (B) ensure that each hole or cavity created in the ground by the removal is filled with topsoil of the same type or a similar type as the predominant topsoil found on the Property;
- (3) for each buried cable, including power, fiber-optic, and communications cables, installed in the ground:
 - (A) clear, clean, and remove the cable from the ground to a depth of at least three feet below the surface grade of the land in which the cable is installed; and
 - (B) ensure that each hole or cavity created in the ground by the removal is filled with topsoil of the same type or a similar type as the predominant topsoil found on the Property; and
- (4) clear, clean, and remove from the property each overhead power or communications line installed by Tenant on the Property.

15.3.2 In addition to the foregoing, at the request of the Landlord, Tenant shall:

- (1) clear, clean, and remove each road constructed by Tenant on the Property; and
- (2) ensure that each hole or cavity created in the ground by the removal is filled with topsoil of the same type or a similar type as the predominant topsoil found on the Property.

15.3.3 In addition to the foregoing, at the request of Landlord, if reasonable, Tenant shall:

- (1) remove from the Property all rocks over 12 inches in diameter excavated during the decommissioning or removal process;
- (2) return the property to a tillable state using scarification, V-rip, or disc methods, as appropriate; and
- (3) ensure that:
 - (A) each hole or cavity created in the ground by the removal is filled with topsoil of the same type or a similar type as the predominant topsoil found on the Property; and
 - (B) the surface is returned as near as reasonably possible to the same condition as before Tenant dug holes or cavities, including by reseeding pastureland with native grasses prescribed by an appropriate governmental agency, if any.

Landlord shall make a request under Section 15.3.2 or Section 15.3.3 not later than the 180th day after the later of:

- (1) the date on which the Wind Facilities installed on the Property are no longer capable of generating electricity in commercial quantities; or
- (2) the date Landlord receives written notice from Tenant of intent to decommission the Wind Facilities installed on the Property.

15.4 Financial Assurance. Commencing on the earlier of the termination of this Lease and the tenth (10th) anniversary of COD, Tenant shall, subject to the provisions of this section, obtain, deliver to Landlord evidence of, and maintain one of the following forms of financial assurance to secure the performance of the Tenant's obligation to remove Tenant's Wind Facilities located on the Property as described in Section 15.3: (a) a cash escrow in an amount equal to the Estimated Net Removal Cost (defined below); (b) a performance bond, letter of credit, or similar financial instrument selected by Tenant in its reasonable discretion in an amount equal to the Estimated Net Removal Cost; (c) if the county or other municipality in which the Project is located (the "**Municipality**") requires Tenant to provide security for removal or decommissioning of the Project, a single security in a manner consistent with the requirements of the Municipality; or (d) another form of financial assurance acceptable to Landlord. Interest earnings, if any, on any escrow fund shall be the property of Tenant, and any amounts remaining in any escrow fund after Tenant has complied with its obligations shall belong to Tenant. For purposes of this Section, "**Estimated Net Removal Cost**" means an amount of money estimated to be sufficient to pay for removal of the Wind Facilities on the Property and restoration of the Property at the scheduled termination of this Lease as required in Section 15.3, less the estimated salvage value of the Wind Facilities, and less any portion of the value of the Wind Facilities pledged to secure outstanding debt. The estimated cost of removing the Wind Facilities from the Property and restoring the Property to as near as reasonably possible to the condition of the Property as of the Effective Date and the estimated salvage value of the Wind Facilities must be determined by an independent, third-party professional engineer licensed in the State of Texas. Tenant must deliver to Landlord an updated estimate, prepared by an independent, third-party professional engineer licensed in the State of Texas, of the cost of removal and the salvage value at least once every five years commencing on the fifteenth (15th) anniversary of COD, for the remainder of the Term; and Tenant is responsible for ensuring that the amount of the financial assurance remains sufficient to cover the amount required by this Section, consistent with the estimates required by this Section. Tenant is responsible for the costs of obtaining financial assurance described by this Section and costs of determining the estimated removal costs and salvage value. Tenant may not cancel the financial assurance required by this Section before the date Tenant has completed Tenant's obligation to remove Tenant's Wind Facilities located on the Property in the manner provided by Section 15.3, unless Tenant provides Landlord with a replacement financial assurance at the

time of or before the cancellation. In the event of a transfer of ownership of the Tenant's Wind Facilities, the financial security provided by Tenant shall remain in place until the date evidence of financial security meeting the requirements of this section is provided to Landlord by the new owner of such Wind Facilities.

16. GENERAL PROVISIONS.

16.1 Confidentiality. Landlord shall maintain in the strictest confidence, for the benefit of Tenant: (a) all the terms and conditions of this Lease; (b) all information provided by Tenant pursuant to this Lease; and (c) all information obtained by or about Tenant's site or product design, methods of operation, and methods of construction, regardless of its source; unless such information either: (i) is in the public domain by reason of prior publication through no act or omission of Landlord or its employees or agents; or (ii) was already known to Landlord at the time of disclosure and which Landlord is free to use or disclose without breach of any obligation to any person or entity ("**Confidential Information**"). Landlord shall not use Confidential Information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Tenant. Notwithstanding the foregoing, Landlord may disclose Confidential Information to Landlord's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Landlord regarding this Lease or to any prospective purchaser of the Property who has made a written offer to purchase or otherwise acquire the Property that Landlord desires to accept; provided that in making such disclosure, Landlord shall advise the party receiving the information of the confidentiality of the information. Landlord may also disclose Confidential Information pursuant to lawful process, subpoena or court order requiring such disclosure, provided that Landlord shall give Tenant reasonable advance notice of the required disclosure and will cooperate with Tenant in limiting such disclosure and in obtaining protective orders where appropriate. Landlord shall get Tenant's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive or confidential information with respect to this Lease or the Project. The provisions of this Section 16.1 shall survive the termination or expiration of this Lease.

16.2 Notices. All notices or other communications required or permitted by this Lease, including payments to Landlord, shall be in writing and shall be deemed given when personally delivered, or in lieu of such personal service, five days after deposit in the United States mail, first class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

(i) To Landlord:

Rebecca L. Porter Manning
PO Box 1086
Eldorado, TX 76936

(ii) To Tenant:

Desert Trail Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
120 Garrett Street, Suite 700
Charlottesville, VA 22902
Phone: (434) 220-7595

with a copy to any Transferee if required by this Lease.

Any party may change its contact information by written notice thereof to the other party.

16.3 Successors and Assigns. This Lease shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16.4 Waiver. No delay or omission by the parties hereto in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy, nor shall it be construed as a bar to or a waiver of any such right or remedy on any future occasion.

16.5 Effect of Headings, Terms. Headings appearing in this Lease are inserted for convenience of reference only and shall in no way be construed to be interpretations of the provisions hereof. The term Tenant herein includes any Transferee to the extent the Transferee has an interest in this Lease.

16.6 Cooperation. Each of the parties, without further consideration, agrees to execute and deliver such additional documents, including a Memorandum of this Lease for recording purposes, and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties.

16.7 Amendments. This Lease may be modified, amended, or supplemented only by the mutual written agreement of the parties hereto, and with the consent of all Mortgagees, if any, as set forth in Section 10.2.

16.8 Further Assurances. The parties shall do such further acts and things and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm the agreements contained herein.

16.9 Consent. Where rights under this Lease are conditioned upon the consent of one of the parties hereto, it shall not be unreasonably withheld, conditioned or delayed unless expressly stated otherwise.

16.10 Entire Lease. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

16.11 Counterparts. This Lease may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument.

16.12 Ambiguities. 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 provision of this Lease shall be deemed to be a waiver of any other provision hereof. 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. The term “hereof” or “herein” means the entirety of this Lease unless otherwise indicated.

16.13 Time of Essence. Time and strict and punctual performance are of the essence with respect to each provision of this Lease.

16.14 Relationship of Parties. The relationship of the parties hereto is solely that of landlord and tenant, and nothing contained in this Lease shall be construed to create an association, joint venture, trust or partnership between them.

16.15 Hunting. All hunting rights and privileges on the Property are reserved to Landlord. None of Tenant, its employees, agents or invitees shall have any hunting rights or privileges on the Property. Tenant, in its discretion, may establish zones around the improvements on the Property within which hunting shall be absolutely prohibited. Tenant may require that hunting be suspended completely during certain periods designated by Tenant such as initial construction and erection and other periods of higher-than-usual levels of activity on the Property. Landlord and Tenant may jointly prepare reasonable hunting rules, which either party

shall have the right to enforce.

16.16 Boundary Discrepancies. Landlord agrees on behalf of itself, its heirs, successors or assigns that if Landlord were to acquire any property adjacent to the Property via an adverse possession claim, Landlord waives: (a) any claim that any additional compensation is due to Landlord for improvements placed on the acquired property as part of the Project; and (b) any claim that the acquired property is not subject to any lease and other instruments for the Project executed by the record owner of the acquired property as of the Effective Date of this Lease; provided that the waiver is limited in scope and relates only to the terms and conditions in this Lease, and not for any other purpose. Landlord shall indemnify and hold harmless Tenant against any Claims asserted by any person or entity arising out of an encroachment of any kind onto property adjacent to the Property as described in this Lease.

16.17 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. Further, if requested by Tenant, Landlord shall execute and deliver to Tenant one or more separate setback waivers and/or easements in a form provided by Tenant, which Tenant may then record at its expense. The Setback Waiver shall survive the termination of this Lease for so long as Wind Turbines or other Wind Facilities exist on real property adjacent to the Property.

16.18 Severability. Each provision of this Lease shall be valid and shall be enforceable to the extent not prohibited by law. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions and applications shall not be affected.

16.19 Benefited Property. The interest created by this Lease is an in gross interest and therefore does not benefit any particular parcel or parcels of real property.

16.20 No Third Party Beneficiaries. Except for the rights of Mortgagees set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

16.21 No Recordation; Memorandum of Lease. Landlord shall not record this Lease. Concurrently with execution hereof, the parties shall execute and record a memorandum of this Lease, a copy of which is attached hereto as Exhibit B.

16.22 Survival of Covenants. The covenants, conditions, rights and restrictions in favor of Tenant under this Lease and Tenant’s reliance on and benefit from those covenants, conditions, rights and restrictions may necessarily be a portion of the Project which will from time to time share structural and transmission components, ingress and egress, utility access, and other support with the Wind Facilities located on the Property. Accordingly, the covenants, conditions, rights and restrictions in favor of Tenant pursuant to this Lease shall not be deemed invalid or inoperative or otherwise be disregarded while any portion of the Wind Facilities on the Property or an adjacent property are under development, being replaced or operational.

16.23 Transmission and Access Easement. Tenant’s (i) exclusive right to construct, install, lay down, erect, improve, place, replace, remove, relocate and operate permanent roads, aboveground and underground electrical and communications lines, collection and transmission equipment, and pipelines and appurtenant facilities on the Property, and (ii) right of access more particularly described in Section 4.3 (collectively, the “**Transmission and Access Easement**”) runs with the land, shall be binding upon Landlord and Tenant and their

respective successors and assigns. No act or failure to act on the part of Tenant or any subsequent holder of the Transmission and Access Easement shall be deemed to constitute an abandonment, surrender, or termination of the Transmission and Access Easement, except upon recordation by the holder of a quitclaim deed specifically conveying the Transmission and Access Easement back to Landlord, and nonuse of the Transmission and Access Easement shall not prevent the future use of the entire scope of the Transmission and Access Easement if it is later needed. Furthermore, no use of or improvement to the Property or any lands benefited by the Transmission and Access Easement, and no transfer of the Transmission and Access Easement, shall, separately or in the aggregate, constitute an overburdening of the Transmission and Access Easement. The term of the Transmission and Access Easement shall expire upon expiration or termination of this Lease, and Tenant shall have the right, without need for Landlord's consent, to assign or convey all or any portion of the Transmission and Access Easement to any person or entity on an exclusive or nonexclusive basis during the term of this Lease. Notwithstanding any provision of this Lease to the contrary, upon request by Tenant, Landlord agrees to execute transmission agreements and/or other instruments directly with any utility requiring such agreements or instruments in connection with the construction, operation and maintenance of electric transmission, interconnection and switching facilities on the Property. Such transmission agreements and instruments shall be on the standard form used or proposed by the utility, so long as the rights and obligations granted to the utility are substantially similar to those granted herein. Notwithstanding the term of the Transmission and Access Easement granted herein or any other provision of this Lease to the contrary, if a utility requires and/or Tenant requests an easement in perpetuity with respect to one or more of the rights granted to Tenant pursuant to the Transmission and Access Easement, then Landlord shall grant the utility and/or Tenant, as applicable, such perpetual easement which covers the portion of the Property occupied by the utility's and/or Tenant's permanent roads, aboveground and underground electrical and communications lines, collection and/or transmission equipment, as applicable, and the utility and/or Tenant, as applicable, shall make a one-time payment to Landlord equal to the fair market value of such perpetual easement less any Transmission and Access Easement Fees paid pursuant to this Lease prior to the grant of such perpetual easement.

16.24 Brokerage Commissions. Landlord and Tenant each represent that such party has not incurred, directly or indirectly, any liability on behalf of the other party for the payment by the other party of any real estate brokerage commission or finder's fee in connection with this Lease. Landlord and Tenant shall indemnify, defend and hold the other party harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying party's activities.

[See Riders.]

[Signatures Follow.]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Tenant and Landlord have caused this Lease 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: _____
Name: Jeanine G. Wolanski
Title: Senior Vice President of Land Management

LANDLORD:

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

Spouse's signature

By: _____
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.

Rider No. 1 to Wind Energy Lease

1. Signing Bonus.

a. A new Section 1.19 is hereby added after Section 1.18 of the Lease as follows:

“1.19 <u>Signing Bonus.</u>	If Landlord executes and returns to Tenant, original Landlord-executed versions, and, if applicable, notarized versions, of this Lease and the Memorandum of Wind Energy Lease within sixty (60) days after the Delivery Date (as defined below), then a one-time payment equal to the greater of: (a) \$5.00 per acre of the Property, or (b) \$4,500.00, as more fully described in <u>Section 5.19</u> .
	For purposes hereof, the “ Delivery Date ” shall mean _____.”

b. A new Section 5.19 is hereby added after Section 5.18 of the Lease as follows:

“5.19 Signing Bonus. If, within sixty (60) days after the Delivery Date, Tenant has received original Landlord-executed versions, and, if applicable, notarized versions, of this Lease and the Memorandum of Wind Energy Lease, then Tenant shall pay Landlord the Signing Bonus specified in Section 1.19 within sixty (60) days after the Effective Date.”

2. Water Use. Clause (d) of Section 4.1.2 of the Lease is hereby amended and restated in its entirety as follows:

“(d) aboveground and underground pipelines, water treatment facilities, water mains, valves, vaults, meters, building service connections, other appurtenant facilities, and related facilities; provided that water of any nature obtained by Tenant on the Property shall be used exclusively for Tenant’s operations under this Lease;”

3. A new Section 4.1.6 is hereby added after Section 4.1.5 of the Lease as follows:

“4.1.6 Landlord does not grant to or convey to Tenant pursuant to this Lease the right to use the Property for commercial Energy Storage Purposes (as defined below) and reserves the right to grant to or convey to a third party a lease or easement to use the Property for Energy Storage Purposes so long as the same does not unreasonably interfere with Tenant’s rights hereunder. **“Energy Storage Purposes”** means: assessing the feasibility of, or erecting, constructing, reconstructing, replacing, relocating, removing, operating, maintaining and using, utility scale energy storage facilities, including, without limitation, energy storage facilities utilizing battery technology, along with all necessary ancillary improvements and equipment providing support or otherwise associated therewith.”

4. Right of Access; Subsequent Construction Notice. Section 4.3 of the Lease is hereby amended and restated in its entirety as follows:

“4.3 Right of Access; Subsequent Construction Notice. Tenant shall have the right of access over and across all portions of the Property as reasonably necessary to use the Property as permitted by this Lease and to develop and operate the Project, including installing Wind Facilities to and through the Property in order to connect to other properties with Wind Facilities. During the Operations Period and after the completion of initial construction of the Project, Tenant shall notify Landlord before accessing the Property in connection with the construction of additional Wind Facilities to be added to the Project. For the avoidance

of doubt, no notice shall be required pursuant to the preceding sentence before accessing the Property in connection with the operation, maintenance, repair, improvement, replacement, relocation, or removal of then-existing Wind Facilities within the Project.”

5. Mineral Rights. Section 4.6 of the Lease is hereby amended and restated in its entirety as follows:

“**4.6 Mineral Rights.** Landlord reserves the right to develop the minerals, if any, owned by Landlord on the Property so long as such development (including any drilling or mining) does not interfere with Tenant’s use of the Property and does not materially diminish the amount of land surface of the Property available for the Tenant activities. Tenant acknowledges that the Lease is subject to any and all existing recorded mineral reservations and recorded mineral leases granted by Landlord or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for the Project and mineral resource development, Landlord and Tenant agree to work cooperatively together to ensure that Landlord can benefit from the exploitation of the mineral resources on or under the Property and Tenant can undertake development of the Project with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Project or unobstructed access to wind on the Property. In addition, Tenant acknowledges that as of the Effective Date, Landlord may not own all of the mineral interest under the Property (such interests not owned by Landlord as of the Effective Date are referred to herein as “**Third Party Mineral Interests**”), and Tenant shall bear the risk that additional measures may need to be taken in order to accommodate such Third Party Mineral Interests existing as of the Effective Date. Tenant agrees that any temporary drilling, workover rig, permanent above-ground pumping unit, and/or tank battery located on the Property will not be considered a material interference under this Lease; provided construction, installation, and ingress and egress to the same is undertaken in a manner that does not materially interfere with Tenant’s rights hereunder. In addition, subject to compliance with Texas law regarding the rights of non-executive mineral and royalty interest owners and upon written request from Tenant, Landlord shall (i) cooperate with Tenant in requesting a separate non-disturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Tenant, and (ii) enforce, at Tenant’s expense, any rights Landlord may have, if any, against any such mineral interest lessee or owner in order to provide reasonable accommodation for Tenant to exercise its rights under this Lease.”

6. Substation, Switchyard, O&M Facility, and Laydown Yard Fees. Section 5.8 of the Lease is hereby amended and restated in its entirety as follows:

“**5.8. Substation, Switchyard, O&M Facility, and Laydown Yard Fees.** If Tenant constructs a transmission substation, switchyard, and/or an operations and maintenance (“**O&M**”) facility, and/or a laydown yard (each a “**Project Facility**”) on the Property, then Tenant shall pay Landlord the following amounts, as applicable (“**Facilities Tract Fees**”): (i) a one-time payment of \$15,000 per acre for each of the substation, switchyard, or O&M facility constructed on the Property; and/or (ii) a one-time payment of \$15,000 per acre for the use of up to 20 acres of the Property for a laydown yard for up to two years, and if greater than 20 acres of the Property is used for a laydown yard, then Tenant shall make an additional one-time payment of \$2,500 per acre for acreage exceeding 20 acres for the laydown yard. The substation, switchyard, or O&M facility payment described above will be paid as follows: 50% within thirty (30) days after the Construction Date and 50% within thirty (30) days after the Operations Date. The full amount of the laydown yard payment described above will be paid within 30 days after the Construction Date. If Tenant uses the Property for a laydown yard for a period of time exceeding 2 years, then Tenant shall pay Landlord \$5,000.00 per acre per year for up to 20 acres of laydown yard for such additional time period, and \$5,000.00 per acre per year for any laydown yard acreage exceeding 20 acres, with such payment being made within 30 days after the second anniversary of the Construction Date and subsequent anniversaries thereof, if applicable. The Facilities Tract Fees shall be (i) deemed to include all compensation for all damage to cropland, crops or livestock and Landlord will not be entitled to any payment under Section 6.7 for the initial construction of the

substation, switchyard, or O&M Facility or installation of the laydown yard, and (ii) in addition to any Operating Rent that might be due pursuant to Section 1.11. No additional consideration shall be due upon any replacement of any substation, switchyard, O&M Facility, or laydown yard within the boundaries of the Property during the Term of this Lease, except that if Landlord's crops are damaged during such replacement, Tenant shall pay damages to Landlord in accordance with Section 6.7. In calculating the acreage-based payments required to be made pursuant to this Section, the acreage utilized for a Project Facility shall include all the area that is unavailable for agricultural purposes because of facilities installed for electric power switching, transformation, metering, conditioning, interconnection, and/or operations and maintenance, or equipment laydown."

7. Most Favored Nation. A new Section 5.20 is hereby added after Section 5.19 of the Lease as follows:

"5.20. Most Favored Nation. If at any time prior to the expiration of this Lease, Tenant or Tenant's affiliates enter into a wind energy lease, easement or other instrument for the purposes of wind energy conversion with a third-party owner of other real property within the Project or the larger integrated renewable energy and hydrogen production project of which the Project may be a part providing for Operating Rent payments at higher per-acre rates or higher per megawatt of nameplate capacity rates than those set forth in Section 1.11 AND Section 1.18 of this Lease, as applicable, then Landlord and Tenant shall enter into an amendment to this Lease to conform, as applicable, the rate provided in this Lease to the rate provided in the third-party wind energy lease."

8. Maintenance of Property. Section 6.3 of the Lease is hereby amended and restated in its entirety as follows:

"6.3 Maintenance of Property. On completion of construction, Tenant shall restore all portions of the Property temporarily disturbed by Tenant to a condition substantially similar to the condition that existed prior to construction, to the extent such restoration is commercially reasonable; provided however that if crops are displaced, Tenant shall not be responsible for replacing crops but shall instead pay crop damage pursuant to Section 6.7, if applicable. Tenant shall reseed any areas that were vegetated prior to disturbance to commercially reasonable standards, in consultation with Landlord. Throughout the Term, Tenant shall, at Tenant's sole cost and expense, maintain the Wind Facilities in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable Laws. If Tenant's activities, construction on, or use of the Property produces or results in rocks over 12 inches in diameter remaining on the surface of the Property which rocks were not present prior to Tenant's activities, construction on, or use of the Property, Tenant shall promptly remove such rocks after the completion of such activities, construction on, or use of the Property, as applicable."

9. Roads. Section 6.6 of the Lease is hereby amended and restated in its entirety as follows:

"6.6. Roads. Tenant shall post any roads it constructs on the Property as private roads only for use by authorized personnel in connection with the Wind Facilities. Landlord expressly reserves unto itself and its heirs, successors, and assigns the right to use and enjoy the roads constructed on the Property for any purposes whatsoever, except such uses that unreasonably interfere with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights hereby granted. Landlord shall reimburse Tenant for the cost to repair any damage to Tenant's roads caused by Landlord and its heirs, successors, and assigns. Landlord specifically reserves the right, upon notice to Tenant, to grant additional easements across the roads constructed on the property to such other entities as Landlord may desire, so long as they do not interfere with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights hereby granted and so long as such easements or grants of rights expressly provide that they are subject and subordinate in all respects to this

Lease and to the rights of Tenant hereunder, and it shall be a condition of the granting of such easements or grants of rights that the easement holders and grantees under such easements or grants of rights enter into a road use agreement with Tenant reasonably acceptable to Tenant.”

10. Crop/Livestock Damage. Section 6.7.4 of the Lease is hereby deleted.

11. Representations and Warranties. Section 7.6.3 of the Lease is hereby amended and restated in its entirety as follows:

“**7.6.3.** Landlord shall not violate, and shall defend, indemnify and hold Tenant harmless for, from and against any violation including any associated attorneys’ fees, by Landlord or by persons on the Property under Landlord’s control of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (collectively, “**Hazardous Materials**”) on or under the Property. Landlord has no knowledge of the presence of any Hazardous Materials on or under the Property except for (i) Hazardous Materials present upon the land that were caused by or the results of present, past or future mineral or energy exploration or extraction activities, (ii) Hazardous Materials present upon the land that were caused by or the results of present, past or future agricultural activities, and (iii) Hazardous Materials present upon the land that were caused by or the results of present, past or future naturally occurring radioactive materials (NORMs).”

12. Subordination and Non-Disturbance. Section 7.7 of the Lease is hereby amended and restated in its entirety as follows:

“**7.7. Subordination and Non-Disturbance.** Landlord shall cause any person or entity (including without limitation Landlord or any person or entity comprising Landlord) with a lien, encumbrance, mortgage, lease or other exception (other than mineral reservations or conveyances) to Landlord’s fee title to the Property, whether recorded or unrecorded, to enter into nondisturbance, subordination and other title curative agreements as requested by Tenant in Tenant’s sole discretion; provided, however, that Tenant shall reimburse Landlord for its reasonable attorney fees and other expenses actually incurred in connection with providing such assistance. If Landlord defaults on its obligations to such holder, then Tenant shall be entitled (but not obligated) to fulfill Landlord’s obligations to such holder, and may offset the cost of doing so against future payments due to Landlord under this Lease. After the Effective Date, Landlord shall not create or suffer any lien, mortgage or encumbrance against the Property unless the holder thereof enters into a subordination, nondisturbance, recognition or similar agreement in a form reasonably acceptable to Tenant, which protects and preserves all of Tenant’s rights hereunder in the event of a foreclosure.”

13. Indemnity. Section 7.9 of the Lease is hereby amended and restated in its entirety as follows:

“**7.9 Indemnity.** Landlord shall defend, indemnify and hold Tenant harmless for, from and against any third-party claims, losses, liabilities, damages, costs or expenses, including reasonable attorney fees (collectively, “**Claims**”): (a) for physical damage to property and for physical injuries or death, to the extent caused by the negligence or willful misconduct of Landlord or persons on the Property with Landlord’s permission; and (b) arising out of or related to Landlord’s breach of this Lease or the inaccuracy of any representation or warranty made by Landlord herein.”

Notwithstanding any provision to the contrary contained in the Lease, the indemnity provided by Section 7.9 of the Lease will not extend to Claims caused by a person or entity that executes and delivers (or causes to be delivered) to Tenant a Hunter’s Waiver and Release Agreement substantially in the form attached as Exhibit 1 to this Rider.

14. Jury Trial Waiver. Section 13.6 of the Lease is hereby amended and restated in its entirety as follows:

“13.6 **Reserved.**”

15. Hunting. Section 16.15 of the Lease is hereby amended and restated in its entirety as follows:

“**16.15 Hunting**. All hunting rights and privileges on the Property are reserved to Landlord. None of Tenant, its employees, agents or invitees shall have any hunting rights or privileges on the Property. Tenant, in its discretion, may establish zones around the improvements on the Property within which hunting shall be absolutely prohibited. Tenant may require that hunting be suspended completely during certain periods designated by Tenant such as initial construction and erection and other periods of higher-than-usual levels of activity on the Property. Landlord and Tenant may jointly prepare reasonable hunting rules, which either party shall have the right to enforce. If Tenant requires that hunting be suspended completely during certain periods on certain portions of the Property, then to compensate Landlord for Landlord’s loss of documented income from hunting leases, Tenant will pay to Landlord the Hunting Payment (as defined below), provided that each of the following requirements are met (the documentation described in the following clauses (i) and (ii), “**Landlord’s Hunting Documentation**”): (i) Landlord provides Tenant, within 90 days after its receipt of a hunting cessation request from Tenant (a “**Cessation Request**”), written documentation reasonably showing income to Landlord from the lease of hunting rights on the Property during each of the three years preceding the date of the Cessation Request (the “**Hunting Revenue Period**”), and (ii) Landlord provides Tenant, within 30 days after the end of the applicable hunting season, written documentation reasonably satisfactory to Tenant showing that Landlord suffered an actual loss of income from the lease of hunting rights after using commercially reasonable efforts to mitigate such loss (e.g., through relocation of hunters to other lands owned by Landlord or rescheduling to earlier or later dates). The “**Hunting Payment**” is the average consideration received by Landlord during the Hunting Revenue Period from the lease of hunting rights on those portions of the Property to which the Cessation Request applied, less any amounts received by Landlord through Landlord’s mitigation efforts during the hunting season to which the Cessation Request was applicable; provided, however, the Hunting Payment shall not exceed a maximum payment of \$10 per acre on which hunting has been prohibited pursuant to a Cessation Request with respect to all or a portion of the Property. The Hunting Payment shall be paid, if due, within thirty (30) days after Tenant’s receipt of Landlord’s Hunting Documentation.”

16. Transmission and Access Easement. Section 16.23 of the Lease is hereby amended and restated in its entirety as follows:

“**16.23 Transmission and Access Easement**. Tenant’s (i) exclusive right to construct, install, lay down, erect, improve, place, replace, remove, relocate and operate permanent roads, aboveground and underground electrical and communications lines, collection and transmission equipment, and pipelines and appurtenant facilities on the Property, and (ii) right of access more particularly described in Section 4.3 (collectively, the “**Transmission and Access Easement**”) runs with the land, shall be binding upon Landlord and Tenant and their respective successors and assigns. No act or failure to act on the part of Tenant or any subsequent holder of the Transmission and Access Easement shall be deemed to constitute an abandonment, surrender, or termination of the Transmission and Access Easement, except upon recordation by the holder of a quitclaim deed specifically conveying the Transmission and Access Easement back to Landlord, and nonuse of the Transmission and Access Easement shall not prevent the future use of the entire scope of the Transmission and Access Easement if it is later needed. Furthermore, no use of or improvement to the Property or any lands benefited by the Transmission and Access Easement, and no transfer of the Transmission and Access Easement, shall, separately or in the aggregate, constitute an overburdening of the Transmission and Access

Easement. The term of the Transmission and Access Easement shall expire upon expiration or termination of this Lease, and Tenant shall have the right, without need for Landlord's consent, to assign or convey all or any portion of the Transmission and Access Easement to any person or entity on an exclusive or nonexclusive basis during the term of this Lease. Notwithstanding any provision of this Lease to the contrary, upon request by Tenant, Landlord agrees to execute transmission agreements and/or other instruments directly with any utility requiring such agreements or instruments in connection with the construction, operation and maintenance of electric transmission, interconnection and switching facilities on the Property subject to Landlord and any utility requiring such agreements or instruments mutually agreeing on the compensation rates, terms and conditions of any transmission agreements and/or other instruments. Landlord reserves the independent right to negotiate the compensation terms of such agreements with any utility. Such transmission agreements and instruments shall be in a form that is acceptable to Landlord and the utility, so long as the rights and obligations granted to the utility are substantially similar to those granted herein."

17. Live Oak Tree Damage. Tenant shall use commercially reasonable efforts to avoid damaging live oak trees on the Property. If live oak trees are trimmed or removed for any reason by Tenant, all cuts will be made by saws which have been disinfected before coming onto the Property and all cuts and scrapes on live oak trees shall be sprayed with a chemical reasonably acceptable to Landlord in order to protect those trees from oak wilt. Tenant will not remove any oak tree with a diameter of 10" or more (measured 24 inches above ground level) without first consulting with Landlord and discussing alternatives to removing that tree. In the event such a tree is removed by Tenant without consulting with Landlord, Tenant shall pay a one-time payment, per tree, to Landlord under the following schedule, based on the diameter of the tree measured 24 inches above ground level: (i) 10" or greater and up to 12" in diameter = \$1,000; (ii) greater than 12" and up to 18" in diameter = \$2,400; (iii) greater than 18" and up to 24" in diameter = \$4,200; (iv) greater than 24" = \$7,500. In the event such a tree is killed or removed as a result of Tenant's operations after consulting with Landlord in good faith for alternatives to save that tree, then Tenant shall pay a one-time payment, per tree, to Landlord under the following schedule: (i) 10" or greater and up to 12" in diameter = \$500; (ii) greater than 12" and up to 18" in diameter = \$1,000; (iii) greater than 18" and up to 24" in diameter = \$2,000; (iv) greater than 24" = \$3,000. Tenant shall be deemed to have consulted with Landlord regarding alternatives to removing any live oak tree from the Property if Landlord fails to respond within ten (10) business days to Tenant's written notice requesting Landlord's review, input, or response to any plan or alternative to removing any live oak tree proposed by Tenant. Notwithstanding the foregoing, the maximum amount of compensation for removal of oak trees from the Property that may accrue and become due and owing to Landlord under this Section shall in no event exceed \$100,000 in total. For the avoidance of doubt, Tenant has the right, without additional compensation to Landlord other than any fees, rents, royalties, or other payments specifically provided for in this Lease, to cut and remove any other types of trees that are not oak trees and any plants, shrubs, or vegetation on the Property during installation and construction of any of the Windpower Facilities as Tenant determines in its reasonable discretion is necessary in order to create cleared and unobstructed areas of the Property for the installation, construction, operation, and maintenance of any such Windpower Facilities. Notwithstanding any provision to the contrary contained in the Lease, Landlord will not be entitled to any payment under Section 6.7 of the Lease for damage to live oak trees on the Property, and the indemnity provided by Section 8.2 of the Lease does not extend to Claims for damage to live oak trees, which damage is governed solely by this Section.

18. Reimbursement of Landlord's Legal Fees. Tenant shall reimburse Landlord for reasonable legal fees incurred by Landlord for the review and negotiation of this Lease up to a maximum amount of Four Thousand Dollars (\$4,000.00). To be eligible for this reimbursement, Landlord must provide Tenant with written evidence that Landlord incurred legal fees to review this Lease (such as a copy of an invoice identifying Landlord as client and this Lease as the subject matter of the legal work) within sixty (60) days after the Effective Date of the Lease. If Landlord is eligible for the legal fee reimbursement, then the reimbursement shall be paid by Tenant within forty-five (45) days after Tenant's receipt of the request and written evidence of the incurred legal fees.

19. Maintenance Activities During Hunting Season. Notwithstanding any provision to the contrary contained in the Lease, after the completion of construction of the Project, during the months of October, November, December, and January, Tenant shall use commercially reasonable efforts to conduct Tenant's maintenance activities on the Property between the hours of 10:00 a.m. and 3:00 p.m., unless Tenant has notified Landlord at least twenty-four (24) hours prior to such maintenance activity or an emergency situation at the Property reasonably necessitates Tenant's entry onto the Property.

20. Routing of Roads on the Property. Tenant shall use commercially reasonable efforts to locate new permanent roads that Tenant constructs on the Property in close proximity to boundary lines of the Property to the extent reasonably practicable, except for portions of such roads that provide access to Wind Facilities on the Property. Specifically, Tenant shall use commercially reasonable efforts to use, to the extent reasonably practicable, the existing road located upon the south line of the Property and said road right of way being more particularly described in that certain Right of Way and Easement Agreement found in Volume 447, Page 704 of the Official Public Records of Schleicher County, Texas. Tenant shall be responsible for (a) the costs of improving such existing road for Tenant's use, (b) repairing any damage to such existing road caused by Tenant, and (c) the costs of obtaining required consents, if any, for such use from third-party rights holders with rights to use such existing road. Tenant shall use commercially reasonable efforts not to locate new permanent roads that Tenant constructs on the Property within 500 feet of any permanent residential dwelling existing on the Property on the Effective Date (as measured from the edge of Tenant's applicable new permanent road on the Property to the center of the closest such dwelling), to the extent reasonably practicable.

21. Dust Suppression. Tenant shall use commercially reasonable efforts to minimize, to the extent reasonably possible, the creation and spread of dust from Tenant's activities on the Property, and shall water roads constructed by Tenant on the Property or apply alternate forms of dust palliative to such roads as reasonably necessary to minimize the creation and spread of dust from Tenant's activities on the Property. Dust suppression shall be mandatory for any of Tenant's activities that are conducted within 500 feet of any permanent residential dwelling existing on the Property on the Effective Date (as measured from the edge of Tenant's applicable activities on the Property to the center of the closest such dwelling).

Landlord Initials: _____
Landlord Name: Rebecca L. Porter Manning, f/k/a Rebecca L. Porter

Spouse Initials: _____
Spouse Name: David W. Manning

Tenant Initials: _____
Tenant Name: Desert Trail Wind, LLC,
a Delaware limited liability company

Rider No. 2 to Wind Energy Lease

1. Aboveground Facilities Restrictions. Notwithstanding any provision to the contrary contained in the Lease, Tenant shall not construct any aboveground Wind Facilities other than roads or junction boxes on the Property without the prior written consent of Landlord. For the avoidance of doubt, Tenant may construct roads, junction boxes, and underground Wind Facilities (including but not limited to underground electrical and communications lines) on the Property without a requirement of written consent from Landlord.

Landlord Initials: _____
Landlord Name: Rebecca L. Porter Manning, f/k/a Rebecca L. Porter

Spouse Initials: _____
Spouse Name: David W. Manning

Tenant Initials: _____
Tenant Name: Desert Trail Wind, LLC,
a Delaware limited liability company

Exhibit 1
To Rider to Wind Energy Lease

HUNTER'S WAIVER AND RELEASE AGREEMENT

In consideration of me being permitted by [*insert Owner's Name*] ("**Owner**") to participate in various recreational activities (as hereinafter defined) at and upon certain real property in [*insert County*] County, Texas, owned by Owner (the "**Land**"), I agree to the following waiver and release:

1. The term "**recreational activities**" shall include, but is not limited to, hunting, fishing, hiking, swimming, horseback riding, and other equine activity, nature study and other recreational opportunities associated with enjoying nature or the outdoors, and shall include any other activity defined or described as "recreation" in Chapter 75 of the Texas Civil Practice & Remedies Code, as it may be amended, modified or recodified from time to time, including any successors or replacement statutes, or any other activities allowed under that certain Hunting Lease between Owner and _____ made on or before this date (the "**Lease**").

2. I understand that the Land is leased to _____, ("**Operator**") for the purpose of generating electricity from wind energy, and that Operator's equipment and facilities are susceptible to damage by activities associated with the recreational activities, including the careless use of firearms and vehicles on the Land. I further understand that Operator's employees, agents, and invitees will be on the Land from time to time, including times when I may be engaging in recreational activities on the Land.

3. I KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS OWNER, OPERATOR, AND THEIR RESPECTIVE PARTNERS, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS AND INVITEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, IN CONNECTION WITH ANY LOSS OF LIFE, ANY INJURY OR DAMAGE TO PERSON OR PROPERTY OR ANY OTHER TYPE OF INJURY OR DAMAGE (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY KIND OR NATURE WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, ARISING DIRECTLY OR INDIRECTLY OUT OF OR RESULTING FROM MY PARTICIPATION IN THE RECREATIONAL ACTIVITIES OR MY BEING PRESENT ON THE LAND, INCLUDING WITHOUT LIMITATION, ANY DAMAGE TO MY PROPERTY, OR ANY INJURY OR DEATH TO ME, OR ANY INTERFERENCE WITH MY RECREATIONAL ACTIVITIES, REGARDLESS OF WHETHER ANY SUCH LOSS, LIABILITY, CLAIM OR DAMAGE RESULTS FROM THE SOLE, CONTRIBUTORY, PARTIAL, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OF OWNER, OPERATOR, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, REPRESENTATIVES, INVITEES, LICENSEES, CONCESSIONAIRES, CONTRACTORS, SERVANTS, VENDORS, MATERIALMEN, SUPPLIERS OR ANY OTHER PERSON ENTERING THE LAND UNDER THEIR EXPRESS OR IMPLIED INVITATION.

4. I will not interfere with the Operator's activities on the Land and will exercise the highest degree of care in my use of firearms and vehicles to avoid damage to Operator's equipment and facilities. I agree to indemnify and reimburse Operator for all damage that I cause to Operator's wind turbine generators, electrical generating equipment, meteorological equipment, communications equipment, infrastructure, roads or any other improvements and facilities owned or used by Operator on the Land.

5. Before entering the Land, I will obtain from Owner contact information for Operator.

6. I understand that I may be asked to leave the Land for violating any provision of this Agreement or the Lease, and will so vacate the Land immediately upon Owner's request.

7. I confirm that there are no mental or physical problems or limitations associated with my participation in the recreational activities which I have not disclosed in writing to Owner. **I AM VOLUNTARILY PARTICIPATING IN THE RECREATIONAL ACTIVITIES ON THE LAND WITH FULL KNOWLEDGE OF THE INHERENT RISKS INVOLVED AND ASSUME AND ACCEPT ANY AND ALL RISKS OR INJURY OR DEATH IN ENGAGING IN SUCH RECREATIONAL ACTIVITIES.**

8. Notwithstanding the operative terms and enforceability of this Agreement, I further acknowledge that under applicable Texas law, the liability of the Parties to me in connection with the recreational activities that I participate in at the Land is specifically limited under the terms of Chapter 75 of the Texas Civil Practice & Remedies Code.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT, BINDING MYSELF, MY HEIRS, SUCCESSORS OR ANYONE WHO MAY ACT ON MY BEHALF.

Signature: _____
Print Name: _____
Date of Birth: _____
Date of Execution: _____
Driver's License No. _____

INDEMNIFICATION AGREEMENT FOR MINOR

In consideration for _____, age _____ (the "**Minor**") being permitted by [*insert Owner's Name*] ("**Owner**") to participate in the various recreational activities (as hereinafter defined) at and upon certain real property in [*insert County*] County, Texas, owned by Owner (the "**Land**"), and contemporaneously with and as part of the execution of that certain Hunter's Waiver and Release Agreement by the undersigned parent or guardian (hereinafter referred to as the "**Agreement**", the terms defined therein and not otherwise defined herein, being used herein as therein defined), I agree to the following **WAIVER, RELEASE, AND INDEMNIFICATION**:

THE UNDERSIGNED PARENT AND GUARDIAN OF THE MINOR, FOR THEMSELVES AND ON BEHALF OF THE MINOR, JOIN IN THE FOREGOING WAIVER AND RELEASE AND STIPULATES AND AGREES THAT IT DOES KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS OWNER, OPERATOR, AND THEIR RESPECTIVE PARTNERS, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, AND INVITEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES, IN CONNECTION WITH ANY LOSS OF LIFE, ANY INJURY OR DAMAGE TO PERSON OR PROPERTY OR ANY OTHER TYPE OF INJURY OR DAMAGE (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY KIND OR NATURE WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, ARISING DIRECTLY OR INDIRECTLY OUT OF OR RESULTING FROM THE MINOR'S PARTICIPATION IN THE RECREATIONAL ACTIVITIES OR BEING PRESENT ON THE LAND, INCLUDING WITHOUT LIMITATION, ANY DAMAGE TO MY PROPERTY, OR ANY INJURY OR DEATH TO ME, OR ANY INTERFERENCE WITH MY RECREATIONAL ACTIVITIES, REGARDLESS OF WHETHER ANY SUCH LOSS, LIABILITY, CLAIM OR DAMAGE RESULTS FROM THE SOLE, CONTRIBUTORY, PARTIAL, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OF OWNER, OPERATOR, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, REPRESENTATIVES, INVITEES, LICENSEES, CONCESSIONAIRES, CONTRACTORS, SERVANTS, VENDORS, MATERIALMEN, SUPPLIERS OR ANY OTHER PERSON ENTERING THE LAND UNDER THEIR EXPRESS OR IMPLIED INVITATION.

I HEREBY REPRESENT THAT THE MINOR IS IN GOOD HEALTH, THAT THERE ARE NO SPECIAL PROBLEMS ASSOCIATED WITH THE CARE OF THE MINOR, AND THAT I HAVE LEFT NO SPECIAL INSTRUCTIONS REGARDING THE MINOR.

Signature of Parent or Guardian of Minor

Printed
Name: _____

Date
Executed: _____

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.

Tax Parcel Reference: 9348753 (33.07 acres)

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 1/2" 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 1/2" 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.

Tax Parcel Reference: 9348752 (1.61 acres)

EXHIBIT B
FORM OF MEMORANDUM OF
WIND ENERGY LEASE
ATTACHED

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 ____ day of _____, 20____, 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: _____
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 _____ day of _____, 20___, 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.

Notary Public

(SEAL)

LANDLORD:

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20____,
by Rebecca L. Porter Manning, f/k/a Rebecca L. Porter, a married person.

Notary Public

Typed or Printed

Commission Expiration Date

(SEAL)

Spouse's signature:

By: _____
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 _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20____,
by David W. Manning, spouse.

Notary Public

Typed or Printed

Commission Expiration Date

(SEAL)

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.

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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.