

Payment due and payable January 1 (after the effective date of 9/21)

1/1/2023, 24, 25, 26 payments are \$5,760/yr and 1/1/2027, 28, 29 payments are \$9,600/yr

RENEWABLE ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT

This RENEWABLE ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT is made and entered on Sept 21 2022 by and between Candy Acres, LTD., a Colorado limited partnership and Adams County Wind, LLC, a Colorado limited liability company. For good and valuable consideration, the receipt and sufficiency of which the Parties (defined below) acknowledge, the Parties agree:

Section 1. Principal terms and definitions. The following concepts and terms will have the applications and meanings set out below as they are used in this Agreement:

"Agreement"	This RENEWABLE ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT.
"Commercial Operations Date" or "COD"	The first day all Renewable Generation Equipment (defined below) installed anywhere in the Project (defined below) as part of a Phase (defined below) delivers electricity in commercial quantities.
"Company"	Adams County Wind, LLC and its assigns and successors. (For purposes of this Agreement, references to Company include its assigns and successors, even if assigns and successors are not specifically referenced.)
"Company Personnel"	Company (and its assigns and successors) and its (and their) affiliates, agents, contractors, directors, employees, invitees, Lenders (defined below), mortgagees, members, officers, partners, permittees, suppliers, and vendors.
"Conservation Program"	Conservation Reserve Program, Environmental Quality Incentives Program, or any similar federal, state, or local program.
"Disturbance Fee"	One (1) time payment of two thousand five hundred dollars (\$2500.00) for each MW (defined below) of Renewable Generation Equipment installed on the Property.
"Effective Date"	The date set forth in the introductory paragraph of this Agreement.
"Energy Storage Device"	Equipment or facilities for storing energy, including by example: battery banks, compressed air facilities, flywheels, heat exchangers, supercapacitors or other storage devices. Each Energy Storage Device will not occupy an area larger than five (5) ACRES of the Property. Energy Storage Devices do not include capacitor banks, inverters, or pad-mounted transformers; however, the exclusion of such equipment from this definition will not be interpreted to limit or prohibit the location of such equipment on the Property.
"Energy Storage Device Fee"	<p>Annual payment of one thousand dollars (\$1000.00) for each acre or partial acre of the Property (based on the greater of the area fenced or disturbed for such facility) on which Company installs an Energy Storage Device.</p> <p>On January 1 of the first calendar year after COD for the first Phase and on each January 1 thereafter during the Term, the Energy Storage Device Fee (as previously adjusted, as applicable) will adjust based on the prior calendar year's percentage change in the Index, provided no such adjustment will exceed an increase of more than three percent (3%) in any one (1) calendar year.</p>

"Evaluations"	All actions, studies, and tests related to the evaluation and investigation by Company of the suitability of the Property for solar or wind energy development and Company ' other business purposes directly related to the purposes of this Agreement, all as Company determines in its sole discretion are necessary, including: (a) inspecting and surveying the Property; performing archaeological, avian, bat, geologic, and soils studies and tests; performing electrical interconnection and transmission studies and tests; and, performing environmental inspections, studies, and surveys; (b) the Operation (defined below) of Evaluation Equipment (defined below) for the purpose of: evaluating, measuring, and monitoring solar, wind, and weather conditions; and, conducting meteorological studies and tests; and, (c) the construction and installation of Renewable Energy Conversion and Transmission Systems (defined below). Except as otherwise expressly provided for in this Agreement, all Evaluation information will be Company's sole property.
"Evaluation Equipment"	All equipment, improvements, and systems for conducting Evaluations as Company determines in its sole discretion are necessary, including: anchors; buildings for conducting Evaluations or for housing, operating, or protecting Evaluation Equipment; communications equipment; concrete pads; fences; footings; foundations; maintenance and security systems; towers; and, solar and wind measuring and monitoring devices and instruments (e.g. Met Towers (defined below) or LIDAR or SODAR equipment).
<div data-bbox="191 919 479 976" data-label="Text"> <p>"Evaluation Fee"</p> </div> <div data-bbox="232 1003 479 1031" data-label="Text"> <p>Due before January 1</p> </div>	<div data-bbox="500 919 1453 1018" data-label="Text"> <p>During years one (1) through four (4) of the Evaluation Term (defined below), an annual payment of three dollars (\$3.00) per acre of the Property as listed in Exhibit A</p> </div> <div data-bbox="500 1018 1453 1144" data-label="Text"> <p>During years five (5) through eight (8) of the Evaluation Term (defined below), an annual payment of five dollars (\$5.00) per acre of the Property as listed in Exhibit A.</p> </div>
"Evaluation Term"	<div data-bbox="500 1165 1453 1297" data-label="Text"> <p>The period starting on the Effective Date and continuing until the earlier of: (a) eight (8) years after the Effective Date; (b) the termination of this Agreement as provided for in this Agreement; or, (c) the first day of the Operations Term (defined below) of the first Phase.</p> </div> <div data-bbox="500 1318 1453 1759" data-label="Text"> <p>If during the Evaluation Term Company submits any part of the Project as part of a bid or response to a request for proposal for the sale of electricity or of the Project, and if the party that issued the request for proposal does not reject the bid or response during the Evaluation Term, then Company may at any time before the expiration of the Evaluation Term extend the Evaluation Term for one (1) year by giving Owner notice of extension, which notice will identify the request for proposal to which the bid or proposal was submitted, and by paying Owner one (1) year's Evaluation Fees. If during this one (1) year period Company's bid or proposal is rejected, then this Agreement will terminate effective on the date that Company receives such rejection, a copy of which rejection Company will deliver to Owner promptly following receipt. If, however, during this one (1) year extension period Company is awarded a bid, then it may, by giving Owner notice of extension and by paying Owner one (1) year's Evaluation Fees, extend the Evaluation Term for an additional one (1) year.</p> </div> <div data-bbox="500 1780 1453 1906" data-label="Text"> <p>If Company starts construction of a Phase (meaning no less than starting construction of roads) but does not achieve COD before expiration of the Evaluation Term (as may be extended as provided in this Agreement), then the Evaluation Term will automatically extend for up to twenty-four (24) months, and</p> </div>

	Evaluation Fees for such period will be due and paid as provided for in this Agreement.
"Grassland Damage Rate"	Fifty dollars (\$50.00) per acre. On January 1 of the first calendar year after COD for the first Phase and on each January 1 thereafter during the Term, the Grassland Damage Rate (as previously adjusted, as applicable) will adjust based on the prior calendar year's percentage change in the Index, provided no such adjustment will exceed an increase of more than three percent (3%) in any one (1) calendar year.
"Gross Revenue"	<p>All amounts received by Company from the operation of WTGs on the Property, including payments for ancillary services, capacity, energy, and RECs (defined below). Gross Revenue also will include amounts received in lieu of sales, such as amounts received under a business interruption insurance policy or under a manufacturer's warranty, as well as credits or offsets under a sale agreement (such as an offset under a power purchase agreement).</p> <p>For avoidance of doubt, Gross Revenue does not include, by example: (a) any energy associated with parasitic loss (i.e. electrical energy used to power Renewable Energy Systems that are part of the Project); (b) any federal, state, or local investment tax credits, production tax credits, or any other tax abatements, benefits, credits, or forbearance, however denominated; (c) any federal, state, or local grants or similar benefits, however denominated; (d) any proceeds from the financing, lease, sale, or other disposition of any Renewable Energy Systems (defined below) or any interest in this Agreement or the Project; or, (e) any amount(s) for damages recovered (whether for breach of contract, tort, or otherwise) but only to the extent not recovered as loss of income for the sale of products that are part of Gross Revenue.</p> <p>Also for the avoidance of doubt, if electricity or other products are stored using Energy Storage Devices and then sold (and not sold when generated), sales of this stored and then sold electricity or other products will be included in the definition of Gross Revenue if the electricity was generated by Renewable Generation Equipment located on the Property.</p>
"Index"	<p>The Consumer Price Index -- Seasonally Adjusted U.S. City Average for all Items for all Urban Consumers, "CPI-U", of the Bureau of Labor Statistics of the United States Department of Labor (Base Period 1982-84=100).</p> <p>If the Index is discontinued, then the index most nearly the same as the Index, as determined in good faith by the Parties, will thereafter be used.</p>
"kW"	Kilowatt(s) of nameplate capacity.
"MW"	Megawatt(s) of nameplate capacity.
"Met Tower"	Anemometer or meteorological masts or towers and associated wind measuring equipment and parts (but not, by example, LIDAR or SODAR equipment). If such equipment is installed on grazing land, Company will construct a fence around the entire Met Tower area or around the Met Tower itself and around the guy wires and that is capable of turning cattle (using, in its discretion, panels or lines of wire and stakes). Owner will give Company no less than two (2) weeks' notice and an opportunity to install a fence before livestock is moved to parts of the Property on which an unfenced Met Tower is located.

"Met Tower Fee"	<p>One thousand dollars (\$1000.00) each calendar year for each temporary Met Tower located on the Property, and six thousand dollars (\$6000.00) each calendar year for each permanent Met Tower located on the Property.</p> <p>On January 1 of the first calendar year after COD for the first Phase and on each January 1 thereafter during the Term, the Met Tower Fee (as previously adjusted, as applicable) will adjust based on the prior calendar year's percentage change in the Index, provided no such adjustment will exceed an increase of more than three percent (3%) in any one (1) calendar year.</p>
"Operate" and "Operation(s)"	The access, construction, erection, expansion, inspection, installation, location, maintenance, operation, ownership, relocation, removal, repair, replacement, testing, updating, upgrade, and use of Renewable Energy Systems, and any studies associated with such efforts, all as Company determines in its sole discretion are necessary or useful.
"Operations Fee"	<p>An annual payment equal to the greater of three thousand five hundred dollars (\$3500.00) for each MW of Renewable Generation Equipment installed on the Property or twenty dollars (\$20.00) per acre of the Property. On January 1, 2025 and on each January 1 thereafter during the Term, each compensation element of the Operations Fee (as previously adjusted, as applicable) will adjust based on the prior year's percentage change in the Index, provided no such adjustment will exceed an increase of more than three percent (3%) in any one (1) year.</p> <p>Note: See Section 11.1 regarding the calculation of the per-acre element of the Operations Fee in the case of a partial termination of this Agreement.</p>
"Operations Term"	<p>For each Phase, the period starting on COD for that Phase and continuing until the earlier of (a) thirty (30) years after COD for that Phase or (b) the termination of this Agreement as provided for in this Agreement.</p> <p>Company will have the option and right to extend the Operations Term for each Phase for one (1) additional, consecutive twenty (20) year period. Company may extend the Operations Term for any Phase by giving Owner notice of extension at any time more than sixty (60) days before the then-applicable expiration of the Operations Term. For clarity, extension of the Operations Term will not cause any payment (e.g. the Operations Fee or Royalty Fee) to be reduced below its rate that is applicable at the time of the extension.</p> <p>Notwithstanding any of the foregoing language of this Section to the contrary, the Operations Term for any subsequent Phase(s) (i.e. after the first Phase) will not extend the Operations Term (including, as may be extended) more than fifty-five (55) years after COD for the first Phase.</p>
"Owner"	Candy Acres, LTD., a Colorado limited partnership.
"Parties" and "Party"	Party means Company or Owner, as applicable, and Parties means Company and Owner.
"Payment Allocation"	Any payments to Owner will be allocated as follows: 100% to Candy Acres, a Colorado limited partnership
"Phase"	Each development phase of the Project that increases the combined MW of capacity of Renewable Generation Equipment installed in the Project by more than one (1) MW. A Phase does not include Renewable Generation Equipment replacement or repowering.

"Project"	The renewable energy conversion project(s), or part(s) or portion(s) of such project(s), if applicable, to be developed and owned by Company or any Company affiliate or related party on the Property and/or on other properties in the area of the Property and that is generally known as the Adams County Wind Project.
"Property"	The real property described in the attached Exhibit A.
"REC"	Certificates or credits for carbon credits, renewable energy, renewable portfolio standard, or greenhouse gas reduction.
"Renewable Energy Conversion and Transmission Systems"	All equipment, facilities, improvements, and systems for the conversion of solar or wind energy into electricity and/or the transmission of electricity as Company determines in its sole discretion are appropriate, necessary, or useful, including: anchors; buildings for guests, maintenance, office, operations, security, and storage purposes; cables; capacitors; communications equipment; concrete batch plant(s) (temporary during construction); concrete pads; fences; footings; foundations; guy wires; inverters; roads; SES; staging areas; towers; transformers; Transmission Systems; trenches; wires; WTGs; and, other power collection, production, and transmission equipment.
"Renewable Energy Systems"	All Evaluation Equipment, Transmission Systems, and Renewable Energy Conversion and Transmission Systems.
"Renewable Generation Equipment"	SES (defined below) and WTGs.
"Royalty Fee"	<p>For each Phase:</p> <p>(a) Three percent (3.00%) of Gross Revenue during years one (1) through five (5) of the Operations Term for that Phase.</p> <p>(b) Three and one-half percent (3.5%) of Gross Revenue during years six (6) through ten (10) of the Operations Term for that Phase.</p> <p>(c) Five percent (5.00%) of Gross Revenue during years eleven (11) through the fifteen (15) of the Operations Term for that Phase.</p> <p>(d) Five and one-half percent (5.5%) of Gross Revenue during years sixteen (16) through twenty (20) of the Operations Term for that Phase.</p> <p>(e) Six percent (6.00%) of Gross Revenue during years twenty one (21) through twenty five (25) of the Operations Term for that Phase.</p> <p>(f) Seven percent (7.00%) of Gross Revenue during years twenty six (26) through thirty (30) of the Operations Term for that Phase.</p> <p>(g) Eight percent (8.00%) of Gross Revenue during years thirty one (31) through thirty five (35) of the Operations Term for that Phase.</p> <p>(h) Eight and one-half percent (8.5%) of Gross Revenue during years thirty six (36) through the end of the Operations Term for that Phase.</p>

"Solar Energy Systems" or "SES"	Photovoltaic solar power generation equipment, including: converters; inverters; modules; mounting or racking systems; tracking systems; and, their related components, equipment, and parts.
"Substation and O&M Fee"	<p>Annual payment of five hundred dollars (\$500.00) for each acre or partial acre of the Property (based on the greater of the area fenced or disturbed for such facility) on which Device Company installs a substation and/or operations and maintenance facility.</p> <p>On January 1 of the first calendar year after COD for the first Phase and on each January 1 thereafter during the Term, the Substation and O&M Fee (as previously adjusted, as applicable) will adjust based on the prior calendar year's percentage change in the Index, provided no such adjustment will exceed an increase of more than three percent (3%) in any one (1) calendar year.</p>
"Term"	The period starting on the Effective Date and continuing until the earliest of (a) the end of the Operations Term (including any extension) applicable to each Phase or (b) the termination of this Agreement as provided for in this Agreement (e.g. after expiration of all cure periods and rights). "Term" includes both the Evaluation Term and the Operations Term.
"Transmission Fee"	<p>Annual payment of one dollar (\$1.00) per foot for any above-ground collection, distribution, or transmission lines installed on the Property by Company.</p> <p>On January 1 of the first calendar year after COD for the first Phase and on each January 1 thereafter during the Term, the Transmission Fee (as previously adjusted, as applicable) will adjust based on the prior calendar year's percentage change in the Index, provided no such adjustment will exceed an increase of more than three percent (3%) in any one (1) calendar year.</p>
"Transmission Systems"	All equipment, facilities, improvements, or systems for the interconnection and transmission of electricity as Company determines in its sole discretion are appropriate, necessary or useful, including: cables; collection facilities and lines; concrete pads; crossarms; distribution and electrical transmission facilities and lines (above ground and underground, high-voltage or otherwise); Energy Storage devices; footings; foundations; guy lines; interconnection facilities; rights of way; roads; setbacks; substation facilities; switching facilities; towers; transformers; trenches; and, wires.
"WTG"	Wind turbine generator, which includes the blades, foundation, nacelle, tower, transformer, turbine, and their related components, equipment, and parts.

Section 2. Easements.

2.1 Exclusive Easements.

(a) For the Term, Owner hereby conveys and grants Company, and Company hereby accepts from Owner, on an exclusive basis, easements across, along, on, over, and under the Property for the Term for Company, and the Company Personnel as Company may direct, to access and use the Property for the purposes of performing Evaluations and Operations on the Property and for the other purposes authorized by this Agreement. These exclusive rights granted Company extend to any airspace rights of Owner related to the Property, to the extent Owner possesses such rights.

(b) For avoidance of doubt: (i) the exclusive rights granted by this Subsection include the right (A) to Operate Transmission Systems on the Property in connection with which electricity generated (whether on the Property or elsewhere) may be transmitted or interconnected to a distribution or transmission system along, in, and/or on the Property (the foregoing the "Transmission Easement"); (ii) Company may, and without requirement for consent of or notice to Owner, assign, convey, lease, sell, or transfer all or part of any Transmission Systems or the Transmission Easement, including to a Utility (defined below); and, (iii) the Transmission Easement described in this Subsection includes rights of ingress to and egress from the Transmission Systems (whether located on the Property or elsewhere) and/or to and from proposed locations for Transmission Systems, across and over the Property by means of all existing lanes, roads, routes, trails, or otherwise or by such route(s) as Company may construct from time to time. Upon request by Company and at no out-of-pocket expense to Owner, Owner will within forty-five (45) days after presentation execute a Transmission Easement agreement (which Company may record) that reflects the foregoing and includes the proper easement description.

2.2 Access Easement. For the Term, Owner grants Company, and the Company Personnel as Company may direct, and Company hereby accepts, a non-exclusive easement, lease, license, privilege, and/or right of ingress to and egress from the Renewable Energy Systems (whether located on the Property or elsewhere) across, along, on, and over the Property by means of all existing lanes, roads, trails, or otherwise by such route(s) as Company may construct from time to time ("Access Easement"). The Access Easement will include the right to improve lanes, roads, routes, and trails. Upon request by Company and at no out-of-pocket expense to Owner, Owner will within forty-five (45) days after presentation execute an Access Easement agreement (which Company may record) that reflects the foregoing and includes the proper easement description.

Section 3. Matters relating to rights granted. In connection with the rights conveyed and granted under this Agreement, the Parties agree:

3.1 Owner review. Before the installation of Renewable Energy Systems on the Property, Company will meet with Owner and/or Owner's representative(s) to discuss the proposed locations of the Renewable Energy Systems ("Proposed Locations") and will consider Owner's comments with regard to the Proposed Locations. Company will use reasonable efforts to install the Renewable Energy Systems in locations consistent with Owner's comments; provided, however, Owner acknowledges and agrees Company will determine the location of the Renewable Energy Systems in its sole discretion and will not be obligated to install Renewable Energy Systems in locations consistent with Owner's comments. Notwithstanding the foregoing, Company will not locate, place, or position any part of the Renewable Energy Systems (excluding collection lines) within one thousand (1000) feet of an occupied residence existing on the Property as of the Effective Date. After the Parties' initial meeting to discuss the Proposed Locations, Owner will not locate or move any irrigation systems or structures on the Property to any location that will interfere (as Company determines in its sole discretion) with the Operations. Company may locate collection lines no closer than two hundred (200) feet from any occupied residence on the Property.

3.2 Roads. Company may Operate roads across, on, and over the Property for the transportation of equipment, material, tools, workers, and other items necessary or useful for the Operations (including the Operation of Renewable Energy Systems located on the Property or otherwise). Subject to Subsection the location of such access roads will be determined by Company in its sole discretion. Either Party may use the other's roads on the Property; provided such use does not unreasonably interfere with the other's operations and provided the Party using the other's roads promptly repairs any road damage it causes. All roads will be crossable by Owner's implements and will be designed to permit natural drainage and prevent erosion.

3.3 Setback waiver. Owner consents to the location of Renewable Energy Systems at any location on the Property and on any adjacent properties, including at or near the property lines (except as set forth in Subsection 3.1). If any law, ordinance, private agreement, restriction, or rule of any governmental agency, imposes setback requirements or otherwise restricts the location of any Renewable Energy Systems on the Property, on any properties adjacent to the Property, or along or near property lines of the Property, Owner

will, at no cost to Owner, cooperate with and use reasonable efforts to assist Company in obtaining waivers or variances from such requirements and will promptly upon request from Company execute all further documents evidencing Owner's agreement to the elimination of such setback requirements.

Section 4. Compensation.

4.1 Evaluation Fee. Within thirty (30) days after the later of the Effective Date or Company's receipt of two (2) original copies of this Agreement and the Short Form (defined below) fully executed by Owner, Company will pay Owner (for the first year's Evaluation Fees) one (1) year's Evaluation Fee divided by three hundred sixty five (365) multiplied by the number of days remaining in the calendar year in which the Effective Date occurs. Thereafter, on or before January 30 of each year during the Evaluation Term until COD of the first Phase, Company will pay Owner the Evaluation Fee. The Evaluation Fee for a partial calendar year will be prorated based on the number of days elapsed during that calendar year, and Company may offset any unused portion of such fee against any future payments payable by Company to Owner. The Evaluation Fee will not be due after COD for the first Phase.

4.2 Met Tower Fee during Evaluation Term. Within thirty (30) days after installation of a Met Tower on the Property during the Evaluation Term, Company will pay Owner one (1) year's Met Tower Fee divided by three hundred sixty five (365) multiplied by the number of days remaining in the calendar year in which the Met Tower was installed. Thereafter, on or before January 30 of each year during the Evaluation Term, Company will pay Owner the Met Tower Fee for each Met Tower on the Property. The Met Tower Fee for a partial calendar year will be prorated based on the number of days elapsed during that calendar year, and Company may offset any unused portion of such fee against any future payments payable by Company to Owner. The Met Tower Fee constitutes full compensation to Owner for the Term and thereafter for removing from Owner's use the part(s) of the Property upon which a Met Tower is located and for the damage to such part(s) of the Property. No other amounts will be due Owner related to the installation of a Met Tower on the Property, the associated damages caused by such installation, or the loss of use of such part(s) of the Property on which a Met Tower is located. Company's obligations under this Subsection will not be interpreted to relieve Company from its obligations under Subsection 4.9.

4.3 Disturbance Fee. If due, Company will pay Owner one-half (1/2) of the Disturbance Fee within thirty (30) days after the start of construction on the Property and the other one-half of the Disturbance Fee within thirty (30) days after COD of the applicable Phase. In the case of a subsequent increase in the MW of Renewable Generation Equipment installed on the Property, Company will pay the applicable, additional Disturbance Fee within thirty (30) days after such Renewable Generation Equipment starts producing electricity in commercial quantities. No additional Disturbance Fee will be due in the case of Renewable Generation Equipment replacement or repowering that does not increase the MW of Renewable Generation Equipment on the Property. The Disturbance Fee constitutes full compensation to Owner for the Term and thereafter for removing from Owner's use the parts of the Property upon which Renewable Energy Systems are located and for the damage to those parts of the Property. No other amounts will be due Owner related to the installation of Renewable Energy Systems on the Property, the associated damages caused by such installation, or the loss of use of those parts of the Property on which such Renewable Energy Systems are located. Company's obligations under this Subsection will not be interpreted to relieve Company from its obligations under Subsection 4.9.

4.4 Operations Fee and Royalty Fee. If due, Company will pay Owner the Operations Fee on or before January 30 after the end of each year of the Operations Term. The Operations Fee for partial calendar years will be prorated based on the number of days elapsed during any such partial calendar year. If Operations Fees are due Owner, and if for any year of the Operations Term the Royalty Fee exceeds the Operations Fee, Company will pay such excess to Owner. Royalty Fee payments are due on or before January 30 after the end of each year of the Operations Term. Notwithstanding any of the foregoing to the contrary, if one (1) or more WTG foundations are dug on the Property and COD is not achieved on or before the date that is twelve (12) months after the start of the digging for the first such foundation, then Company's obligation to pay the Operations Fee will start on the date that is twelve (12) months after the start of the digging for the first such foundation on the Property and will apply to all such foundation locations on the

Property until the complete reclamation of a particular foundation location (with the amount of the Operations Fee to be based on the number of MW intended to be installed at such foundation location(s)).

4.5 Audit. At Owner's cost, one (1) time per calendar year during the Operations Term and by appointment during normal business hours scheduled no less than two (2) weeks in advance, Owner and/or its accountant(s)/lawyer(s) may at Company's offices inspect the utility statements Company has received and any other books and records of Company for the purpose of verifying the Royalty Fee (if any) due under this Agreement for the three (3) calendar years predating the audit request. This audit right is only available if for any part of the calendar year in question at least one (1) WTG or any SES was located on the Property. Information reviewed by Owner will be subject to the confidentiality provisions of this Agreement. If Owner's audit reveals an underpayment of more than three percent (3%), then Company will pay Owner's cost of the audit. If any underpayment is discovered, Company will pay such amount to Owner within thirty (30) days of receipt of notice from Owner.

4.6 Met Tower Fee during Operations Term. If due, during the Operations Term, Company will pay Owner the Met Tower Fee on or before January 30 after the end of each calendar year of the Operations Term. If a Met Tower is installed on the Property during the Operations Term, the Met Tower Fee to be paid Owner for that Met Tower will be paid on or before the following January 30. The Met Tower Fee for partial calendar years during the Operations Term will be prorated based on the number of days elapsed during any such partial calendar year.

4.7 Energy Storage Device Fee; Substation and O&M Fee; Transmission Fee. If due, during the Operations Term, Company will pay Owner the Energy Storage Device Fee, Substation and O&M Fee, and/or Transmission Fee on or before January 30 after the end of each calendar year of the Operations Term. If a Substation or Energy Storage Device is located on the Property during the Operations Term, the Substation and O&M Fee and/or Energy Storage Device Fee to be paid Owner for that Energy Storage Device will be paid on or before the following January 30. The Substation and O&M Fee and Energy Storage Device Fee for partial calendar years during the Operations Term will be prorated based on the number of days elapsed during any such partial calendar year..

4.8 Crop damage; Grassland damage.

(a) For crops destroyed or lost due to Operations, except as are covered by the Disturbance Fee or Met Tower Fee, Company will pay Owner based on the following formula: unit price x unit yield per acre x acres damaged = damages. Unit price will be based on the average of the immediately previous March 1st and September 1st prices for that crop as listed on the Kansas Board of Trade or other equivalent trading market. Yield will be the average of the previous three (3) calendar years' yield according to Owner's records for the smallest parcel of the Property that includes the damaged area. If Owner does not have yield records available, the Parties will use FSA records or other commonly used yield information available for the area. The Parties will try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they will promptly have the area measured and extent of damage assessed by an impartial party, such as a crop insurance adjuster or extension agent. Payment will be made within thirty (30) days after Company receives notice from Owner, which will include a written report from the impartial party concerning the extent of damage and acreage affected, and detailing the amount due. In no case must Company pay more six (6) crop losses (including subsequent year yield reductions) in connection with any one (1) instance of related Operations on the Property (e.g. all activities related to a(n) expansion, inspection, repair, or repowering, even if requiring more than one (1) instance of access to the Property).

(b) For grassland destroyed or lost due to Operations, except as are covered by the Disturbance Fee or Met Tower Fee, Company will pay Owner based on the following formula: Grassland Damage Rate x acres damaged = damages. The Parties will try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they will promptly have the area measured and extent of damage assessed by an impartial party, such as a crop insurance adjuster or extension agent. Payment will be made within thirty (30) days after Company receives notice from Owner, which will include a written report from the

impartial party concerning the extent of damage and acreage affected, and detailing the amount due. In no case must Company pay more than a single, total grassland loss in connection with any one (1) instance of related Operations on the Property (e.g. all activities related to a(n) expansion, inspection, repair, or repowering, even if requiring more than one (1) instance of access to the Property).

4.9 Proportionate reduction. If Owner did not as of the Effective Date or does not at any time during the Term own any part of the Property, then, in addition to all other remedies Company may have, Company may proportionately reduce all amounts due Owner under this Agreement or offset against any future amounts due Owner any amounts overpaid Owner.

Section 5. Company covenants. Company covenants to Owner:

5.1 Agricultural activities. In connection with Operations on the Property, Company will take commercially reasonable efforts not to unreasonably interfere with Owner's agricultural activities on the Property; provided, however, the Parties acknowledge and agree the Operations will affect Owner's activities on the Property, particularly during installation, maintenance, and repair, including preventing Owner's operations on the parts of the Property on which Renewable Energy Systems are located. The location of SES on the Property will in particular prohibit all of Owner's use of the part(s) of the Property on which the SES are located.

5.2 Compliance with law. During the Term, Company will comply in all material respects with all federal, state, and local laws, ordinances, rules, and statutes applicable to Evaluations and/or Operations on the Property.

5.3 Gates. Company will promptly close and secure all gates it passes through in connection with the Operations, except as otherwise necessary during installation, maintenance, and repair of the Renewable Energy Systems. At Owner's request, Company will lock all gates using locking devices reasonably acceptable to Owner, except as otherwise necessary during installation, maintenance, or repair. If Company must cut an opening in an existing fence, Company will install a gate and/or cattle guard as reasonably requested by Owner. Owner will receive a copy of all codes, keys, or other mechanisms necessary to open any locking devices installed on gates or guards used or installed by Company, and Owner will provide Company with a copy of all codes, keys, or other mechanisms necessary to open any locking devices installed by Owner.

5.4 Hazardous materials. For purposes of this Agreement: "Hazardous Materials" means asbestos, petroleum, polychlorinated biphenyls, radioactive materials, radon gas, or any chemical, material, or substance defined as or included in the definition of "extremely hazardous waste," "hazardous materials," "hazardous substances," "hazardous waste," "restricted hazardous waste" or "toxic substance," or defined as or included in any definition that uses words of similar import, under any Environmental Laws (defined below); and, "Environmental Laws" means all orders, ordinances, regulations, rules, or statutes of all federal, state, or local agencies or governments (with jurisdiction over the Property) relating to the discharge, disposal, generation, handling, installation, manufacture, release, storage, or use of Hazardous Materials, including, but not limited to, the Federal Water Pollution Act, as amended (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.). If Company disposes of, places, or releases Hazardous Material in or on the Property and that disposal, placement, or release results in contamination of the Property, then Company will remediate that portion of the Property to the extent ordered by a governmental authority with jurisdiction. Owner acknowledges Company has disclosed to Owner that in connection with the Operations Company may use limited quantities of Hazardous Materials, at all times in compliance with Environmental Laws. SES will not be considered Hazardous Materials.

5.5 Liens. During the Term, at no cost to Owner, Company will keep the Property free and clear of any liens for equipment, labor, materials, services, and supplies that result from the Operations on the Property;

if any such lien is filed, Company will, within sixty (60) days after it receives notice of the filing, either, in its sole discretion, bond around the lien or establish appropriate reserves for satisfaction of the lien, or otherwise remove the lien pursuant to applicable law. Provided it bonds around a lien or establishes appropriate reserves, Company may engage in legal proceedings challenging the lien(s). Owner will immediately notify Company if it becomes aware of any liens filed against the Property.

5.6 Restoration; weed control. After completing any construction, maintenance, repair, or decommissioning on the Property, Company will (a) use commercially reasonable efforts to restore the disturbed portion of the Property (excluding Renewable Energy System sites, except in the case of decommissioning) to a state reasonably-similar to its pre-construction condition, including decompacting and reseeded (with Owner to select the seed) such area(s) (excluding roads and Renewable Generation Equipment sites) with native grasses and/or natural vegetation and in compliance with any applicable Conservation Program and/or Natural Resources Conservation Service guidelines and/or requirements for the County in which the Property is located and (b) remove its debris, personal property, and waste. After COD for the first Phase, Company will use commercially reasonable efforts to control weeds on the Property resulting from the Operations. Further, Natural Resources Conservation Service for the County in which the Property is located will be consulted with respect to reclamation efforts and upon Owner's request be permitted to supervise and/or perform re-seeding if applicable per the requirements of Natural Resources Conservation Service for the County in which the Property is located.

5.7 Taxes and utilities. During the Term, Company will (a) pay all taxes directly attributable to Renewable Energy Systems installed on the Property and (b) pay or reimburse Owner for any increase in real property taxes levied against the Property as a result of Renewable Energy Systems installed on the Property or attributable to a reclassification of the Property because of this Agreement. It is a condition to Owner's right to payment or reimbursement under this Subsection that Owner submit the tax bill to Company promptly days after Owner receives it from the taxing authority. Company may pay its portion of the taxes directly to the taxing authority. At no cost to Owner, Owner and Company will jointly use reasonable efforts to cause the Property not to be reclassified from its classification as of the Effective Date. At no cost to Owner, Company and Owner will use reasonable efforts to cause the assessor for the jurisdiction in which the Property is located to issue a separate parcel number for the Renewable Energy Systems and to issue separate tax bills to Owner and Company. With respect to taxes for which it is responsible, Company may contest the validity and/or amount of those taxes; provided that if those taxes create a lien on the Property, then Company may only contest them if the proceeding in which it contests them operates to prevent or stay their collection or Company removes the lien by bonding or otherwise. At no cost to Owner, Owner will reasonably assist Company in contesting the validity or amount of any such contested taxes, including joining any protest or pleading Company deems advisable. During the Term, Company will pay all charges for utilities it uses on the Property.

5.8 Collection lines. Company will use commercially reasonable efforts to bury any collection lines installed on the Property, except: as necessary to interconnect the Project; as necessary to cross obstructions (e.g. ditches, pipelines, roads, structures, or underground utilities); as may be required by any environmental or wildlife requirement, law, order, permit, regulation, or rule; as may be required by any cooperative or utility; as may be necessary (as Company determines in its reasonable discretion) due to soils conditions; or, as may be recommended/required by applicable codes, guidelines, or standards. Any collection lines Company buries on the Property, will be buried and maintained at least three (3) feet below grade.

Section 6. Owner covenants. Owner covenants, represents, and warrants to Company:

6.1 Owner Interests; Non-Disturbance Agreements; taxes and utilities.

(a) Owner will not permit the Property to be burdened or encumbered by any Interests (defined below), except for those Interests: (i) expressly authorized by this Agreement or are of record as of the Effective Date; (ii) consented to in writing by Company; or, (iii) that exist as of the Effective Date and that are listed in Exhibit B or are of record. With respect to any Interests described in this Subpart (a), and at no out-of-

pocket expense to Owner, Owner will cooperate with Company's efforts to obtain a non-disturbance agreement (in a form and containing provisions reasonably acceptable to Company) from each holder of an Interest (recorded or unrecorded), providing, as Company may require, that the Interest holder: (A) not disturb or interfere with Company's interests or rights under this Agreement; (B) subordinates its rights to Company's rights under this Agreement; (C) not terminate its Non-Disturbance Agreement (defined below) with Company so long as this Agreement is in force; and, (D) give Company notice of any Owner default in connection with its Interest ("Non-Disturbance Agreement").

(b) As a condition to its consent to any Interest Owner wants to grant in the Property after the Effective Date, Company may require the Interest holder execute a Non-Disturbance Agreement.

(c) Owner will pay as and when due all amounts Owner (or any person acting on behalf of, by, or through Owner) owes for or in connection with any assessments, deeds of trust, interests, mortgages, services, taxes, or utilities related to the Property and/or that may create an Interest in the Property, and Owner will satisfy all non-monetary obligations of Owner associated with such matters, failing which Company may (but will have no obligation to) pay such amounts (Company will when possible give Owner notice before paying such amounts) and/or perform such obligations. In the case of such payment or performance by Company, Owner will, within sixty (60) days after notice from Company, reimburse Company for the amount of such payment and/or the cost of such performance, or, at Company's option, Company may offset the amounts paid or costs incurred against sums to be paid Owner under this Agreement.

(d) As of the Effective Date, there are no defaults with respect to any assessment(s), deed(s) of trust, Interest(s), mortgage(s), services, taxes, or utilities related to the Property.

(e) No deed of trust or mortgage related to the Property, recorded or otherwise, includes a "due on encumbrance" or similar clause.

(f) Notwithstanding any provision of this Agreement to the contrary, no part of this Agreement will prohibit Owner from mortgaging in the future all or any part of the Property; provided, however, such mortgage will be subject and subordinate to this Agreement and provided further that Owner will use commercially reasonable efforts, at no out-of-pocket expense to Owner, to obtain from its mortgagee and for the benefit of Company a Non-Disturbance Agreement.

(g) The Property is not subject to any real property tax exemption that could result in any roll back or retroactive taxes being assessed against it.

6.2 Hazardous Materials; spraying.

(a) To the best of Owner's actual knowledge, other than oil and gas and water wells on the Property that are not in use on the Effective Date, there are no, and during the Term will be no, abandoned wells, Hazardous Materials (except for incidental quantities customarily used for agricultural purposes), solid waste disposal sites, or underground storage tanks on the Property.

(b) To the best of Owner's actual knowledge the Property is not, and during the Term will not be, in violation of any Environmental Law.

(c) To the best of Owner's actual knowledge, the Property is not subject to, and Owner has no notice of, any administrative or judicial action, investigation, or order in connection with any Environmental Law.

(d) In the case of a breach of this Subsection, Owner will defend, hold harmless, indemnify, and protect the Company Personnel from and against any and all Claims (defined below) based on such breach that arise during or after the Term. For avoidance of doubt, and for purposes of this Subsection, Claims include Claims related to: contamination, nuisance, pollution, spill, or other effect on the environment; any cleanup,

detoxification, investigation, monitoring, repair, or treatment of the Property; and, the implementation and preparation of any closure plan, remediation plan, or other required action in connection with the Property.

(e) Owner will promptly notify Company of any action, claim, or investigation involving Owner and/or the Property related to any Hazardous Materials or Environmental Law.

6.3 Hunting. Owner reserves the right to hunt or to allow its invitees and licensees to hunt on the Property, provided such hunting is done in a safe manner and does not interfere with the Evaluations or Operations, damage any Renewable Energy Systems, or endanger or injure any Company Personnel or their property. If Owner authorizes hunting, Owner will defend, hold harmless, indemnify, and protect the Company Personnel from any such damage, injury, or interference caused by such hunting. Notwithstanding the foregoing, Owner will not permit hunting during construction, maintenance, or repair of Renewable Energy Systems. Owner will include this Subsection of this Agreement in all agreements granting hunting rights on the Property or on any of Owner's adjacent property. Owner will notify Company at least forty-eight (48) hours before hunting (whether by Owner or its invitees or licensees) on the Property, which notice may specify multiple days or periods (not to exceed twelve (12) weeks) during which hunting may take place. Owner may undertake varmint and animal control upon the Property without notice to Company; provided, however, Owner will be liable for any damage or injury caused by such action, unless caused by the negligence of the Company Personnel. Notwithstanding any part of this Subsection to the contrary, hunting will be prohibited on the part(s) of the Property on which SES is located and on the part(s) of the Property where hunting would present a material risk of damage to the SES.

6.4 Impact of Renewable Energy Systems. Owner acknowledges and understands Renewable Energy Systems (whether on the Property, or elsewhere) may overhang the Property, cast shadows or flicker onto the Property, impact the view from, of, and on the Property, and/or otherwise cause visual effects and may also cause or emit air turbulence, electromagnetic fields, frequency interference, noise, stray voltage, vibration, and wake and other effects common to renewable energy projects. For the Operations Term, Owner authorizes and consents to the cause and generation of such effects and waives any and all Claims of any kind, nature, or type related to such effects and releases and will hold harmless the Company Personnel from and against any such Claims. Owner will not assert the Renewable Energy Systems (whether on the Property, or otherwise) or their related effects constitute a nuisance, and Owner will not bring an action or claim (a) asserting the Renewable Energy Systems or their effects constitute a nuisance or (b) based on any of the effects described in this Subsection. Owner recognizes the need to exercise extreme caution when in the area of any Renewable Energy Systems and the importance of respecting fences, gates, rules, signage, and other safety measures Company requires. Owner will respect such measures at all times and will cause its agents, contractors, employees, invitees, licensees, and permittees to do the same.

6.5 Lien waiver. Owner waives any and all lien rights it may now or later have in the Renewable Energy Systems.

6.6 Mineral development, etc. Owner reserves the right to develop the minerals, if any, owned by Owner on the Property, provided such development (including any drilling or mining) does not, as Company determines in its reasonable discretion, interfere with Company's use (actual or as anticipated by this Agreement) of the Property and does not diminish the amount of land surface of the Property available for the Operations; provided, however, no mineral development will be allowed on the part(s) of the Property on which SES are located. Owner will include as a term and condition to any conveyance on or after the Effective Date of any interest in the mineral estate in the Property, including any mineral lease (but the following will bind such parties and their assigns and successors irrespective of whether such conditions and terms are expressly so included), that any owner of any mineral interest in the Property will (a) use the surface of the Property only in a manner that reasonably accommodates Company's surface use (actual or as anticipated by this Agreement) as described in this Agreement and with due regard for the rights of Company with respect to the surface use, (b) use only such surface of the Property as necessary to avoid impairment of Company's actual or anticipated surface use as described in this Agreement, and (c) limit any drilling, mining, or other activity on those areas of the surface of the Property that are not closer to any

Renewable Energy System or proposed Renewable Energy System than the greater of (i) ten (10) times the height of the tallest of any such well, building or other structure, or (ii) six hundred (600) feet, or (iii) (as applicable) five (5) rotor diameters (based on the average rotor diameter for all WTGs installed in the Project). Furthermore, If Owner has any right to control, determine, prohibit, or select the location of sites for drilling, exploitation, exploration, and/or production of gravel, hydrocarbons, minerals, or water or any other similar resource in, to, or under the Property, then Owner will exercise such right so as not to interfere with the Evaluations or Operations. Company acknowledges Owner may not own/control some or all of the mineral interests attached to the Property and agrees Owner will have no liability with respect to any such severed mineral interest owner's exercise of its rights to use the Property.

6.7 No adverse claims or circumstances related to the Property. To the best of Owner's actual knowledge, there are no pending or threatened condemnation or similar proceedings, administrative proceedings, claims, lawsuits, legal proceedings, or any other matters related to the Property that could reasonably be expected to have an adverse effect on Owner's ownership of the Property or on the ability to perform Evaluations or Operations for the duration of the Term, and no circumstances exist that could reasonably be expected to limit or interfere with the Evaluations or Operations for the duration of the Term. Owner will immediately notify Company of any matters described in this Subsection (threatened or otherwise) of which Owner becomes aware. To the best of Owner's actual knowledge, there are no contractual or real property restrictions limiting or prohibiting the development of the Property as contemplated by this Agreement. The development and/or solar or wind rights associated with the Property have not been severed from the Property.

6.8 Quiet enjoyment; no interference. Except for any Owner development expressly authorized by this Agreement, for the Term, Company will have the exclusive right to convert, evaluate, and measure all of the solar and wind resources of the Property, and will have the exclusive quiet use and enjoyment of the Property in accordance with the terms of this Agreement, without any claim, disturbance, interference, or suit of any kind by Owner or any party claiming by or through Owner. Owner will not use and will not allow use of the Property for any purpose that in any way interferes with the wind flow across the Property (whether the wind flow is for any WTG(s) on the Property or for any other WTG(s) not on the Property but which are part of the Project) and will not take or permit any action on or off the Property that interferes with or is incompatible with the Evaluations or Operations. Owner may rebuild, reconstruct, or replace any improvement or tree in existence on the Property on the Effective Date in the same or substantially the same form and location as such improvement or tree existed on the Effective Date, and Owner may construct, locate, rebuild, or replace any new improvement(s) or tree(s) on the Property, provided that any such improvement(s) or tree(s) will not: (a) interfere with or impair the free, natural, and unobstructed accessibility, availability, direction, flow, frequency, or speed of wind across or over the Property (whether the wind flow is for any WTG(s) on the Property or for any other WTG(s) not on the Property but which are part of the Project); (b) interfere with or obstruct the Operations (whether on the Property, or elsewhere); (c) impede or obstruct Company's access to the Renewable Energy Systems on or off the Property; (d) shade (or in the future shade) any SES on the Property or on any adjacent property; or, (e) be closer than one thousand feet (1000) to any existing or contemplated Renewable Energy Systems. Except as may be otherwise expressly provided for in this Agreement, under no circumstances during the Term will Owner: (i) build, construct, or locate or allow others to build, construct, or locate any power generation equipment (including Renewable Energy Systems) on the Property; or, (ii) grant any third party any rights to develop or evaluate the Property for solar or wind energy generation purposes, even if such grant is in the nature of a conditional or contingent (e.g. contingent on termination of this Agreement) agreement, easement, lease, or option. Owner will promptly notify Company of any planned, new irrigation systems (e.g. pivots), residences, or other structures to be installed or located on the Property after the Effective Date or of any plans to move any irrigation systems, residences, or other structures located on the Property before the Effective Date. Owner will not during the Term grant any real property restrictions limiting or prohibiting the development or use of the Property as contemplated by this Agreement.

6.9 Requirements of governmental agencies; cooperation. Owner authorizes Company to obtain and will assist and fully cooperate with Company, at no out-of-pocket expense to Owner, in complying with or obtaining any building permits, land use permits and approvals, tax-incentive or tax-abatement program

approvals, environmental or wildlife impact reviews and studies, grants, or any other permits or approvals (including rezoning or waivers or variances) Company deems appropriate or required for the development or financing of the Project or the Evaluations or Operations, including execution of applications for such approvals or permits if required. In connection with any applications for such approvals, Owner will, at Company's request, support such application at any administrative, judicial or legislative level. Owner will not oppose any such applications. If Owner leases other property within the anticipated Project area (such as from a private third party or from a state land office, state land board, or state land trust), and to the extent Owner's consent to development on that other property is required, then Owner hereby grants consent to the development of the Project on such other Property.

6.10 Title to Property. As of the Effective Date and as of the date of Owner's delivery of the Agreement and Short Form, Owner owns the entire Property in fee simple, subject to no Conservation Program or unrecorded conservation easements, deeds of trust, encumbrances, leases (including mineral leases), liens, mortgages, options, rights of refusal, sales contracts, security interests, or other interests in the Property ("Interests"), except as listed by Owner in Exhibit B or as are of record. Owner and each person signing this Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Agreement and to grant Company the interests and rights granted in this Agreement. Owner is not a member of a wind energy association or similar cooperative organization. This Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms. All persons having any ownership or possessory interest in the Property (including spouses) have signed this Agreement. Each spouse signing this Agreement (or any spousal joinder in connection with this Agreement) agrees any rights of community property, contribution, dower, homestead, and the like will be subject and subordinate to this Agreement and the rights granted by this Agreement. Owner (and each spouse signing this Agreement or any spousal joinder in connection with this Agreement) releases and waives all rights under and by virtue of any applicable homestead exemption laws as to the rights granted under this Agreement. Owner has obtained all necessary approvals, authority, consents, and/or resolutions from all entities or persons that have any interest in all or part of the Property and/or whose authority, approval, consent, or resolution is required and will give Company original copies of such authority, approvals, consents, and/or resolutions promptly upon request from Company.

OWNER HAS LISTED IN EXHIBIT B ALL DEEDS OF TRUST ON THE PROPERTY AS OF THE EFFECTIVE DATE GRANTED.

IF THE PROPERTY IS SUBJECT TO A CONSERVATION PROGRAM, THEN OWNER WILL PROVIDE COMPANY WITH COPIES OF ALL CONSERVATION PROGRAM AGREEMENTS AND AMENDMENTS IN EFFECT WITH RESPECT TO THE PROPERTY ON THE EFFECTIVE DATE.

Section 7. Conservation Program. If any part of the Property is subject to any Conservation Program, then the following will apply.

- (a) If performing Evaluations or Operations will require release/removal of part of the Property from the Conservation Program and/or approval/authorization to perform the Evaluations or Operations from those administering the Conservation Program, then Company will in its reasonable discretion determine whether Owner will pursue such release/removal and/or approval/authorization.
- (b) If, in its reasonable discretion, Company elects that Owner seek release/removal of all or part of the Property from the Conservation Program, then Company will also in its reasonable discretion determine the particular part(s) of the Property (including the size and location of each such part) for which release/removal will be sought..
- (c) Irrespective of whether release/removal and/or approval/authorization is sought, Owner will fully cooperate with the Company-designated course(s) of action, which cooperation will include: (i) support for the course of action; (ii) prompt execution of all amendments, consents, contracts, documents, instruments, letters, and/or waiver request(s), the form and substance of which Company will determine in its reasonable discretion, related to the course of action; and, (iii) participation in any conference(s), hearing(s), and/or meeting(s) related to the course of action.

(d) Owner's involvement in the release/removal or approval/authorization described in this Subsection will be at no out-of-pocket expense to Owner.

(e) If Owner, as a result of a release/removal and/or approval/authorization as described in this Subsection, is assessed costs, fees, fines, and/or penalties, then Company will within forty-five (45) days after presentation by Owner of documentary evidence of such amount(s) reimburse Owner for such amount(s).

(f) By this Subparagraph of this Section, Owner further authorizes that upon presentation by Company of the cover page of this Agreement, this page of this Agreement, Owner's signature page to this Agreement, and Exhibit A to this Agreement, any division or office of any local, state, or federal agency (e.g. USDA or FSA) may disclose information to Company relative to any Conservation Program agreement(s) that pertain(s) to the Property.

Section 8. Indemnity and insurance.

8.1 Indemnity. Each Party (an "Indemnifying Party") will defend, hold harmless, indemnify, and protect the other Party and such other Party's affiliates, agents, contractors, directors, employees, invitees, licensees, Lenders, members, mortgagees, officers, partners, permittees, suppliers, and vendors (each an "Indemnified Party") against any and all actions, claims (including those for death, disease, personal injury, or sickness and for damage to personal or real property), costs, damages (economic and non-economic), deficiencies, expenses (including reasonable attorney fees, consultant fees, investigation and laboratory fees, court costs, and litigation expenses), fines, liabilities (including sums paid in settlement) losses, penalties, proceedings, and suits, including reasonable attorneys' fees ("Claims"), resulting from or arising out of (a) any actions of the Indemnifying Party or the Indemnifying Party's agents, contractors, employees, invitees, licensees, or permittees, on the Property, (b) any negligent act or negligent failure to act on the part of the Indemnifying Party or the Indemnifying Party's agents, contractors, employees, invitees, licensees, or permittees, or (c) any breach of this Agreement by the Indemnifying Party; provided, however, the Indemnifying Party will not be liable to the Indemnified Party for consequential damages (such as, but not limited to loss of profits, rent, or business opportunities) or exemplary or punitive damages that may be claimed by the Indemnified Party. The foregoing limitation on consequential damages will not apply to the extent of an Indemnifying Party's liability for consequential damages to a third party and for which the Indemnifying Party is liable under this Subsection. The indemnification obligations described in this Subsection will not apply to claims, damages, expenses, losses, and other liabilities to the extent caused by any act or omission on the part of the Indemnified Party. For the avoidance of doubt, Company will defend, hold harmless, and indemnify the Owner Indemnified Parties for Claims attributable to the fact and/or operation of the Project, except to the extent caused by any act or omission on the part of the Indemnified Party.

8.2 Insurance. Company will maintain commercial general liability insurance covering the Operations on the Property and will cause Owner to be added as an additional insured. Such coverage will have a minimum combined occurrence and annual limit of not less than one million dollars (\$1,000,000.00) during the Evaluation Term and five million dollars (\$5,000,000.00) during the Operations Term, provided that such amount may be provided as part of a blanket policy covering other properties, and provided further that such amount will not be less than an industry standard. Company will cause Owner and the Owner Indemnified Parties to be named as additional insureds on its policies described above and will cause the carrier(s) to waive subrogation against Owner. Annually, Company will supply Owner with certificates or other evidence of this insurance.

Section 9. Assignment; Lender Protection.

9.1 Assignment. Company, any assignee, and any assignee of an assignee ("Assignee") will have the right, without having to secure Owner's consent or first give Owner notice, to do any of the following, conditionally or unconditionally, with respect to all or part of this Agreement, the Property, the Renewable

Energy Systems, or any interests in this Agreement, the Property, and/or the Renewable Energy Systems ("Leasehold Estate"): (a) finance, mortgage, securitize, use as credit support, or otherwise encumber the Leasehold Estate; (b) grant to one or more entities or persons co-easements, licenses, subeasements, subleases, or similar rights (however denominated) in or to the Leasehold Estate; (c) assign, convey, lease, sell, or transfer the Leasehold Estate to (i) any entity or person that controls or is under the control of or in common control with Company or an Assignee or (ii) a third party. Company or an Assignee that has assigned an interest under this Subsection will give notice of such assignment (including the address of the Assignee thereof for notice purposes) to Owner; provided, however, failure to give such notice will not constitute a default under this Agreement or affect the validity of the assignment but rather will only have the effect of not binding Owner with respect to the assignment until such notice has been given Owner and of not releasing the assignor from liability under this Agreement until such notice has been given.

9.2 Assignee obligations. An Assignee will be liable under this Agreement starting on the date such Assignee takes actual, physical possession of the Property, at which time the related assignor will be released from any obligations under this Agreement related to the part of the Leasehold Estate assigned and that accrue thereafter.

9.3 Right to cure. To prevent termination of this Agreement or of any partial interest in this Agreement, Company (or any Assignee) will have the right at any time before the effective date of termination to cure the default. If Company or an Assignee holds an interest in less than all of the Leasehold Estate, any default under this Agreement will be deemed remedied, as to any such partial interest, and Owner will not disturb such partial interest, if Company or the Assignee, as the case may be, cures its pro rata portion of the default.

9.4 Mortgage. Company or any Assignee may from time to time hypothecate, mortgage, or pledge all or any part of its interests in the Leasehold Estate (the grantee of such interests a "Lender"). And a Lender, without requirement for consent of or notice to Owner, may assign, convey, lease, sell, or transfer all or part of such interests. A Lender or its assign(s) may enforce its lien and acquire title to the Leasehold Estate in any lawful way and, pending foreclosure of its lien, the Lender may take possession of the Leasehold Estate and operate all or part of the Renewable Energy Systems, and perform all or part of the obligations due Owner under this Agreement. Upon foreclosure of its lien, by acquisition of the Leasehold Estate through deed in lieu of foreclosure, judicial foreclosure, or power of sale, or otherwise, the Lender may, upon notice to Owner, assign, convey, lease, sell, or transfer the Leasehold Estate. A Lender acquiring the Leasehold Estate (and/or any entity or person acquiring the Leasehold Estate from a Lender) will perform the obligations imposed on Company by this Agreement during the period during which the Lender (or other entity or person) owns the Leasehold Estate or possesses the Property.

9.5 Lenders' rights.

(a) Each Lender will have the right, but not the obligation, without the payment of any penalty, to (i) make any payments due under this Agreement, and (ii) do any other act or thing that may be necessary or appropriate in connection with this Agreement. All payments made and things done by a Lender will be as effective to cure or prevent any default under this Agreement as if they had been done, made, and performed by Company, and Owner agrees to accept such cure, payment, and performance.

(b) Owner agrees for the benefit of each Lender, whose contact information has been provided Owner pursuant to the notice provision of this Agreement, to not, without the prior written consent of such Lender (which consent will be given or withheld on the basis of the documents governing the relationship between the Lender and Company): (i) amend or modify, or take any action accepting, causing, or consenting to the amendment or modification of this Agreement, if such amendment or modification would reduce the remedies or rights of any Lender or impair or reduce the security for any lien held by such Lender; or, (ii) cancel, suspend, or terminate, or take any action accepting, causing, or consenting to the cancellation, suspension, or termination of this Agreement. For avoidance of doubt, this Subsection will not be interpreted to affect Owner's right to terminate in the case of a Company default that Company does not cure (as the

Company cure rights are prescribed in this Agreement) and that any Lender(s) also does not cure (as the Lender cure rights are prescribed in this Agreement).

(c) As a precondition to exercising any rights or remedies for any alleged default under this Agreement, Owner will give notice of the default to each Lender simultaneously with its delivery of such notice to Company, specifying in detail the alleged default and the required remedy. If Owner gives any such notice, the Lender will have the same period after receipt of the notice as is given Company to cure the default plus, in each instance, an additional sixty (60) days, which sixty (60) days will be extended for the time reasonably required to complete such cure (excluding payment defaults), including the time required for the Lender to perfect its right to cure such default, such as by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Lender acts with continuous and reasonable diligence.

(d) If this Agreement is terminated by Owner on account of any default, or if this Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, then Owner will give prompt written notice of that termination or rejection to each Lender. Owner agrees, upon notice to Owner from any Lender within sixty (60) days after that Lender receives notice from Owner, to execute and deliver to that Lender or its nominee, a new agreement/lease of the Property, which will (i) be for a term equal to the remainder of the Term before giving effect to the rejection or termination, (ii) contain the same agreements, conditions, covenants, limitations, provisions, and terms as this Agreement (except for any requirements that have been fulfilled before the rejection or termination), (iii) enjoy the same priority as this Agreement over any encumbrance, lien, or other interest in the Property, and (iv) include that portion of the Renewable Energy Systems in which Company had an interest on the date of the rejection or termination. The Lender will pay Owner, simultaneously with the execution of such new agreement/lease, all unpaid monetary charges due Owner under this Agreement, all amounts due through the date of commencement of the term of such new agreement/lease, as well as all actual, documented (by notice from Owner to the Lender with documentary substantiation), reasonable expenses, including reasonable attorneys' fees, court costs, and disbursements, incurred by Owner in connection with the underlying default and the termination of this Agreement. The Lender will within sixty (60) days after execution of the new agreement/lease reimburse the actual, documented, reasonable costs and fees Owner incurs in connection with the execution of the new agreement/lease (which amount will not be subject to the reimbursement limitation set forth in Subsection 17.24). After execution of the new agreement, the Lender will start and diligently proceed to cure all non-monetary defaults that reasonably can be cured by the Lender. From the effective date of the termination or rejection until the execution and delivery of the new agreement/lease, such Lender (or its designee) obtaining the new agreement/lease may enjoy and use the Leasehold Estate, without hindrance by Owner or any person claiming by, through, or under Owner, provided that all of the conditions for a new agreement as set forth in this Section are complied with.

If more than one (1) Lender makes a written request for a new Agreement pursuant to this provision, then a new Agreement will be executed with the Lender requesting such new Agreement whose mortgage is prior in lien. In the event of a conflict between any Lenders, Owner may tender (interplead) the new Agreement(s) to a court of competent jurisdiction, which will reimburse Owner's actual reasonable costs and fees in connection with such proceeding, and thereafter Owner will have no obligations to any Lender with respect to Owner's obligation to execute a new Agreement under this provision.

(e) As long as there is a Lender, neither the bankruptcy nor the insolvency of Company will alone operate to terminate, nor permit Owner to terminate, this Agreement.

(f) If Company or any Lender is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy, insolvency, reorganization, or other debtor-relief proceeding, from obtaining possession of all or part of the Property or Renewable Energy Systems in order to cure a default or from commencing or prosecuting foreclosure or other appropriate proceedings, then the times for commencing or prosecuting such foreclosure or other proceedings will be extended for the period of such prohibition; provided, however, Company or an Assignee or such Lender will have cured any monetary obligations of Company hereunder and will thereafter continue to satisfy such

monetary obligations. Lenders will have the absolute right (but not the obligation) to do any act or thing required to be performed by Company or an Assignee under this Agreement, and any such act or thing performed by a Lender will be as effective as if performed by Company.

(g) During any period of possession of the Property by a Lender (or a receiver requested by the Lender) and/or during the period of any foreclosure proceedings instituted by a Lender, the Lender will pay or cause to be paid the monetary charges payable by Company that have accrued and are unpaid at the start of such period and those that accrue during such period. Following acquisition of Company or an Assignee's interest under this Agreement by the Lender or its assignee or designee as a result of foreclosure or assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement will continue in full force and effect and the Lender or party acquiring the Leasehold Estate will start performing all of Company or the Assignees' obligations under this Agreement arising thereafter. Any default not susceptible of being cured by the Lender or party acquiring title to the Leasehold Estate will be, and will be deemed to have been, waived by Owner upon completion of the foreclosure proceedings or acquisition of Company or the Assignee's interest in this Agreement by any purchaser (who may, but need not be, the Lender) at the foreclosure sale, or who otherwise acquires the Leasehold Estate from the Lender or by virtue of a Lender's exercise of its remedies. No such purchaser, or successor to such purchaser, will be liable to perform obligations imposed on Company or an Assignee by this Agreement incurred or accruing after such purchaser or successor no longer has ownership of the Leasehold Estate or possession of the Property.

(h) Nothing in this Section will be construed to extend this Agreement beyond the maximum permitted time-period of the Term or to require a Lender to continue foreclosure proceedings after a default has been cured. If the default is cured and the Lender discontinues foreclosure proceedings, this Agreement will continue in full force and effect.

(i) No payment made to Owner by any Lender will constitute an agreement that payment was due or be deemed a waiver of the Lender's rights with respect to any improper, mistaken, or wrongful demand or notice with respect to such payment.

(j) At no out-of-pocket cost to Owner, Owner will execute such estoppel certificates (certifying as to such matters as Company, an Assignee, or a Lender may reasonably request, including that no default exists under this Agreement) and/or consents to assignment and/or non-disturbance agreements (including regarding other property as to which Owner or its affiliates may have lease, use, or other rights) as Company or any Lender may reasonably request from time to time.

(k) Upon the reasonable request of any Lender, Company, or an Assignee, Owner and Company and the Assignee will amend this Agreement to include any provision that may be reasonably requested by the Lender for the purpose of implementing the terms and conditions of this Agreement or of preserving the Lender's security interest, at no out-of-pocket cost to Owner.

(l) For the avoidance of doubt, Company authorizes Owner to give notice of any alleged default to any person reasonably believed to be a Lender or Company assignee.

9.6 No merger. There will be no merger of this Agreement, or of the interests created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or any such interests may be held, directly or indirectly, by or for the account of any person or persons who will own the fee estate or any interest in it, and no such merger will occur unless and until all persons at the time having an interest in the fee estate in the Property, and all persons (including Lenders) having an interest in or under this Agreement and any portion of the fee estate will join in a written instrument effecting such merger and will duly record the same.

9.7 Separability. At no cost to Owner, Company may divide the Property between two or more separate collections of associated Renewable Energy Systems Operated on the Property or elsewhere as an integrated energy generating and delivery system. If Company elects to divide the Property, Owner will, within sixty (60) days after request from Company, and without demanding any additional consideration,

bifurcate this Agreement and the rights granted in this Agreement by entering into and delivering to Company one (1) or more stand-alone new agreements (which will supersede and replace this Agreement) that provide Company with separate estates in different portions of the Property, as designated by Company. Each such new agreement will: (a) specify the portion(s) of the Property to be covered by it; (b) contain the same conditions and terms as this Agreement (except for any requirements that have been fulfilled by Company or any other entity or person before the execution of the new agreement(s), and except for any modifications that may be required to ensure each Party's combined obligations under such new agreements do not exceed the obligations under this Agreement); (c) be for a term equal to the remainder of the Term of this Agreement; (d) contain a grant of access, communications, transmission and other rights for the benefit of each of the bifurcated estates, covering the portion(s) of the Property outside the benefited estate in each case as Company may designate; (e) require payment to Owner of only acreage-proportionate Evaluation Fees and/or Operations Fees (which under the new agreement(s) will in the aggregate not exceed the amount(s) due under this Agreement); and, (f) enjoy the same priority as this Agreement over any encumbrance, Interest, or lien against or in the Property. Further, notwithstanding any other provision of this Agreement, (i) in the case of any uncured default under any new agreement(s), that default will not affect, or cause a termination of, any other new agreement(s) or any rights or interests granted under any other new agreement(s), and (ii) in the case of a termination of any new agreement(s), the remaining new agreement(s) and all rights granted under the remaining new agreement(s), including all rights affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), will remain in full force and effect without any further compensation due Owner.

If Company installs or gives Owner notice that it intends to install SES on the Property, Owner will, within sixty (60) days after request from Company and presentation of a form of lease, but at no out-of-pocket expense to Owner, execute a separate lease for the entire part(s) of the Property on which the SES is to be installed. This separate lease will include the same conditions and terms of this Agreement, except, and notwithstanding any part of this Agreement to the contrary: (a) for those requirements that have been satisfied; (b) with respect to any change of the real property interest for the affected part(s) of the Property; (c) the term of this lease will be not more than the lesser of (i) thirty-five (35) years after its execution or (ii) the remainder of the Term of this Agreement; (d) (i) the compensation to be paid Owner will be an annual amount equal to five hundred dollars (\$500.00) times the greater of the number of acres of the Property that is subject to the SES lease or fifty (50), (ii) the first payment will be due on or before January 30 after the start of construction of SES on the Property, which amount will be prorated based on the number of days elapsed during that calendar year, and each subsequent payment will be due on or before January 30 of each calendar year thereafter for the Term, and (iii) starting on the first January 1 that is five (5) years after the Effective Date and each January 1 thereafter during the Term, the amount of this fee will increase by two and one quarter percent (2.25%).

Section 10. Condemnation. If condemnation or eminent domain proceedings are started against all or any part of the Property (or against other property that is part of the Project) and the proposed use and taking of such Property would adversely affect or prevent the Operations, as Company determines in its reasonable discretion, the Parties will either amend this Agreement to reflect any necessary change to the Property or relocation of the Renewable Energy Systems that will preserve the benefit and value of the Agreement to Company, or, at Company's option, this Agreement will terminate. All payments made on account of a taking and that relate to Owner's fee interest in the Property (valued with Renewable Energy Systems on the Property) will be Owner's property. Company will be entitled to the part of the award equal to the sum of the costs of relocating or removing the Renewable Energy Systems, plus the amount paid for the loss of any such Renewable Energy Systems, plus any value assigned to its use of the Property pursuant to this Agreement (based on the full Term, including renewals, without regard to termination caused by the taking), plus its lost revenue. From the condemnation proceeds, Owner will be paid first the part of the proceeds applicable to Owner's fee interest in the Property as though no Renewable Energy Systems were located on that part of the Property, and the remainder of the Proceeds will be shared by the Parties based on their interests as described above. Also, with respect to any condemnation proceedings within the scope of this Subsection: a) Company may participate in such proceedings; b) upon request from

Company, Owner will provide Company with copies of any document(s) and/or pleading(s) filed in such proceedings; and, c) Company may intervene in any such proceedings.

Section 11. Termination.

11.1 Company's right to terminate. Company may terminate this Agreement or any of its rights under this Agreement, as to all or any part of the Property or as to all or any of its rights, at any time and/or for any reason, effective upon notice to Owner from Company. As applicable, Company will deliver Owner the required Lender consent. Notwithstanding the foregoing, unless Company terminates this Agreement as to all parts of the Property, for purposes of calculating the per-acre element of the Operations Fee, the number of acres of the Property will be deemed to be not less than one-half (1/2) of the acres of the Property subject to this Agreement on the Effective Date.

11.2 Owner's right to terminate. Subject to Subsections 9.5 and 17.15, Owner may terminate this Agreement in the case of an undisputed monetary default to Owner under this Agreement by Company that remains uncured after sixty (60) days' written notice from Owner detailing the default. In the case of a disputed monetary default, Company may stay the cure period prescribed in this Subsection by: (a) before the expiration of the prescribed cure period, (i) paying Owner the amount it does not dispute and (ii) giving Owner notice of its intent to exercise its rights under this Subsection; (b) starting, within the prescribed cure period, dispute resolution proceedings (as prescribed by this Agreement, except that attempted amicable resolution will not be required); (c) diligently continuing such proceedings to resolution; (d) paying Owner any amount, plus interest, ordered to be paid within sixty (60) days after dispute resolution proceedings are final; and, (e) during the dispute resolution proceedings continuing to pay Owner all undisputed amounts due under this Agreement. Owner's relief in the case of any non-monetary default will be limited to prosecuting an action for damages or (as applicable) equitable relief.

Section 12. Surrender of Property; decommissioning. Upon expiration or termination of this Agreement, whether as to the entire Property or only as to part, Company will, within sixty (60) days after receipt of notice from Owner, execute and record in the appropriate county records a quitclaim or release (as Owner determines in its discretion) to Owner of Company's interest, right, and title in the Property (or that part as to which the Agreement has been terminated), and Company will return and surrender the Property (or that part as to which the Agreement has been terminated) to Owner. In the case of expiration or termination after COD, Company will remove all Renewable Energy Systems on the Property (provided that buried Renewable Energy Systems (including WTG foundations) will be removed to a depth of no less than four (4) feet below the surface of the ground and covered with soil) within two (2) years from the date of expiration or termination. Company will start such removal within twelve (12) months after termination. Company will have a sufficient right of access to the Property during such two (2) year period in order to remove the Renewable Energy Systems. If Company fails to start or complete removal within the time stated, Owner may remove and sell such Renewable Energy Systems, and Company will reimburse Owner for the cost of such removal (including the cost of Owner's actual, reasonable time and expense), less any salvage value recovered by Owner. If the salvage value exceeds the value of the removal costs, then Owner will pay Company such excess.

Section 13. Decommissioning security. Fifteen (15) years after COD of the first Phase, Company will provide security to cover the estimated removal costs associated with the Renewable Energy Systems then on the Property. This security will be, at Company's option, either a removal bond from an entity engaged in the construction business and reasonably acceptable to the Parties, a surety bond from an issuer with a Best's Rating of not less than A, a corporate guarantee (from a financially responsible entity that is reasonably acceptable to the Parties and whose credit rating is investment grade), a letter of credit issued by a financial institution reasonably acceptable to the Parties, a cash deposit, or other security reasonably acceptable to the Parties. The amount of the security will be the estimated cost of removing the Renewable Energy Systems, net of their estimated salvage value, which amount will be reviewed every five (5) years after the security was first provided. If the Project is repowered (meaning fifty percent (50%) of the nameplate capacity of the WTGs in the Project are replaced), then the decommissioning security requirement will be waived for the fifteen (15) years after completion (meaning the first delivery of energy

in commercial quantities from the repowered Project) of the repower and then reviewed and adjusted as provided for in this Section. If the County or other governmental authority requires Company to provide security for removal or decommissioning of the Project, then Company may provide a single removal security that benefits both Owner and the County or governmental authority in a manner consistent with the requirements of the County or governmental authority. Annually after this security was first posted, Company will provide Owner with evidence of having satisfied the requirements of this Section.

Section 14. Short Form of Agreement. Concurrently with their execution of this Agreement, the Parties will acknowledge, execute, and record a Short Form Agreement in a form substantially similar to the form attached to this Agreement as Exhibit C ("Short Form"). Company will pay all costs and expenses of recording the Short Form. At no out-of-pocket expense to Owner, Owner will execute any additional or supplemental short form agreement Company may request from time to time in connection with this Agreement.

Section 15. Interest in real property.

(a) The Parties intend that this Agreement creates, and this Agreement creates, valid, present and future interests in the Property in favor of Company. The covenants and rights contained in and granted by this Agreement are made for the direct benefit of Company and the Property and will run with and against the Property and inure to the benefit of and bind Owner and Company and their respective agents, assigns, employees, heirs, lessees, mortgagees, permittees, successors, and transferees, and all entities or persons claiming by, through, or under them. Owner will defend title to the rights granted Company by this Agreement against any person claiming all or any part of such rights, whether by, through, or under Owner. Except in the case of an assignment, reservation, or severance of revenue as expressly authorized by this Agreement, if all or any part of the Property is transferred, any compensation due under this Agreement related to that part of the Property will be paid the successor in title to the Property or, as applicable, to that part of the Property.

(b) Owner and/or a party acquiring some or all of the Property from Owner will give Company notice within thirty (30) days after a conveyance, sale, or other transfer of some or all of the Property. The failure to give such notice will not be a default under this Agreement; however, Company will have no obligations under this Agreement to any subsequent Owner unless and until Company has received the required notice, and notwithstanding that Company will have no obligations under this Agreement to a subsequent Owner until Company has received the required notice, the Property and the subsequent Owner will remain bound by the conditions and terms of this Agreement.

Section 16. Ownership of Renewable Energy Systems. The Renewable Energy Systems and all other equipment and improvements installed on the Property by or on behalf of Company are and will remain the exclusive property of Company.

Section 17. Miscellaneous.

17.1 Additional protection measures. The Company Personnel shall: (a) not smoke on the Property, except inside buildings or inside vehicles with the windows rolled up; (b) not drive off roads on the Property, except as necessary in connection with construction, maintenance, repair, or emergency situations; (c) use portable sanitary facilities or toilets inside buildings; (d) not bring animals on the Property; (e) not bring alcohol or drugs on the Property; (f) not bring weapons (e.g. bow and arrows, guns, slingshots) on the Property; (g) not fish or hunt on the Property; and, (h) not bring any animal calling devices on the Property.

17.2 As-built. Within one hundred eighty (180) days after COD for each Phase, Company will provide Owner with an as-built survey showing the location of the Renewable Energy Systems on the Property.

17.3 Amendment; Additional Documents. Notwithstanding any provision of this Agreement to the contrary, any amendment or additional documents (e.g. assignments, consents, estoppel certificates, non-disturbance agreements, and/or subordination agreements) Company or any Lender requests Owner to

execute in connection with this Agreement will be subject to the terms and conditions of this Agreement, will not extend the Term and will not materially: impair Owner's rights under this Agreement; expand Owner's obligations under this Agreement; limit Company or any Lender's obligations under this Agreement; or, expand Grantee or any Lender's rights under this Agreement.

17.4 Assignment limitations. In the case of any assignment of all or part of this Agreement or Company's interests in this Agreement (all and each an "assignment" for purposes of this Subsection): (a) the assignment will not release the assignor from its obligations under this Agreement unless such assignment is to the entirety of the assignor's interests in the assigned portion of this Agreement or portion of the Property and/or Project, in which case the assignor (e.g. Company) will have no further obligations under this Agreement; (b) the assignment will not release the assignor from its pre-assignment obligations under this Agreement (i.e. for obligations that were caused and/or were to have been performed pre-assignment); (c) the assignment will be subject to the terms and conditions of this Agreement; and (d) there will at no time during the Term be more than ten (10) concurrent assignees (except that Lenders will not be considered assignees for purposes of this numerical limit).

17.5 Attorneys' fees. If a Party brings any action or proceeding for the enforcement, establishment, or protection of any remedy or right under this Agreement or for the interpretation of this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs, which will be payable whether or not such action is prosecuted to judgment, in connection with such action or proceeding.

17.6 Confidentiality. During the Term, Owner will maintain in confidence all information pertaining to the conditions and terms of this Agreement and all information (oral or written) Company discloses to Owner, including the financial payments and terms and matters related to the Operations; provided, however, Owner (a) may disclose such information to its immediate family members and professional advisors if they pre-disclosure agree to and comply with this confidentiality requirement and (b) may disclose such information to prospective buyers of all or part of the Property. Company will not refer to Owner in any publicity or promotional materials of any kind.

17.7 Contact. As a convenience to Owner and with respect to day-to-day Operations and/or matters related to this Agreement that require immediate or time-sensitive attention (including notices of hunting), Company will designate a contact person (and provide Owner with this individual's contact information, including email address and phone number) to whom Owner may direct issues related to such day-to-day matters and other matters that require immediate or time-sensitive attention. Company hereby lists as its contact for purposes of this Subsection: Brad Haight; address same as for notice to Company, as set forth below. Upon notice from Company, Owner will designate a contact person (and provide Company with this individual's contact information, including email address and phone number) to whom Company may direct issues related to such day-to-day matters and other matters that require immediate or time-sensitive attention. Company and Owner's designation of such contact person as described in this Subsection will not affect the other Party's obligation to direct all notices required under this Agreement as otherwise required and specified under this Agreement. Any notices required under this Agreement and that a Party sends the other Party's contact person designated pursuant to this Subsection will be without force or effect.

17.8 Counterparts. This Agreement and the Short Form may be executed (and the Short Form recorded) in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument. Faxed or electronically stored copies of original signatures will be regarded as originals.

17.9 Dispute resolution. Except as otherwise expressly provided in this Agreement:

(a) The Parties will attempt amicable resolution of any disputes arising out of or related to this Agreement. If thirty (30) days after initiation amicable resolution fails, as either Party determines in its sole discretion, then the dispute will be resolved in the state courts located in Adams County, Colorado.

17.10 Entire agreement. This Agreement, together with any attached addenda, exhibits, and schedules contains the entire agreement between the Parties with respect to its subject matter. Any prior agreements, discussions or understandings pertaining to the subject matter of this Agreement, oral or written, are superseded by this Agreement and are of no force or effect. No addition or modification of any term or provision of this Agreement will be effective unless set forth in a writing denominated "amendment" and signed by the authorized representatives of the Parties or their assign(s) or successor(s) in interest.

17.11 Further assurances.

(a) At no out of pocket expense to Owner, Owner will perform all acts as Company or a Lender determines may be necessary to give effect to all and each of the intent and purposes of this Agreement, including: giving consents to any assignments, encumbrances, pledges, or transfers permitted under this Agreement; executing amendments to this Agreement, as may be required by any Lender or required in connection with the assignment or transfer by Company of all or some of its rights under this Agreement, provided, however, no such amendment will cause a material change to Owner's or Company's obligations or rights under this Agreement; executing supplemental short form agreements; and, delivering or providing such other documents or instruments as may be necessary to effect the recording of the Short Form or of any supplemental short form agreement.

(b) Without limiting the generality of the foregoing, within thirty (30) days after receipt of a written request, Owner will: (i) enter into any amendment to this Agreement: (A) to correct an error in this Agreement, (B) to give effect to or implement the conditions and terms of this Agreement, (C) to amend Exhibit A (including by replacing the legal description with a revised description), (D) that may be required by any Lender (prospective or otherwise) or in connection with the assignment or other transfer by Company of all or some of its rights under this Agreement, (E) to cause this Agreement to comply with applicable law, or (F) if under applicable law, Company is not eligible for any benefit, grant, incentive, or tax credit established by any local, state or federal government and such amendment is necessary to enable Company's eligibility for such benefit, grant, incentive, or tax credit; (ii) execute and deliver to Company any owner's affidavit (or similar document or instrument) reasonably requested by any title company or attorney reviewing title to the Property; (iii) enter into any reasonable consent and non-disturbance agreement with any Lender, stating Owner will recognize the rights of the Lender and not disturb Lender's rights to the Property, and stating such other things as such Lender(s) may request; (iv) join in any grants for easements, leases, or rights-of-way for electric and other public utilities and facilities and any other electric power purpose (including any power transmission line); (v) join with Company in signing any appeal, petition, pleading, or protest requesting any zoning changes or any approvals, land use permits, variances, and/or waivers; and (vi) execute one (1) or more easement(s) to be recorded that reflect (A) that the Property is subject to a wind easement and/or solar easement or both for the benefit of adjacent property that is part of the Project and (B) that the portions of the Property upon which Renewable Generation Equipment are located have the benefit of a wind easement or solar easement or both over and across the balance of the Property.

17.12 Headings; interpretation. The headings in this Agreement are for the purpose of convenience and reference only and will not limit or otherwise affect the meaning of this Agreement or be used in interpreting any part of this Agreement. The provisions and terms of this Agreement have been negotiated by the Parties at arms' length and embody their mutual intent and are not to be construed more liberally in favor of, nor more strictly against, either Party. Use of the term "e.g." means by example. Use of the term "including" (or any form of "include") means including without limitation, except as the context otherwise requires. Any examples are for illustrative purposes, only.

17.13 Late payments. Any amounts not paid within thirty (30) days after notice of default for nonpayment will accrue interest from the date due at a rate equal to the lesser of (a) ten percent (10%) per year or (b) the prime rate (as published by the Federal Reserve and in effect on the date of the default) plus two percent (2%) per year, but in no event will such interest rate exceed the highest rate permitted under applicable law.

17.14 Law. This Agreement will be interpreted in accordance with the laws of the state in which the Property is located without reference to the choice of law principles of that state or of any other state.

17.15 Limitation on Remedies. Notwithstanding any other provision of this Agreement or any rights or remedies Owner has at law or in equity, at all times while there are Renewable Energy Systems on, or being constructed on, the Property, Owner will not (and hereby waives the right to) start or pursue any action to cancel, reform, or rescind this Agreement. By this limitation, Owner does not limit or waive its right to pursue damages or performance (as may be due) from Company.

17.16 No abandonment. No act or failure to act on the part of Company will be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Company of an instrument specifically terminating this Agreement. Without limiting the generality of the foregoing, nonuse of any or all easements, interests, leases, or rights granted by this Agreement for any period will not prevent Company in the future from using the entire scope and width of any such easement(s), interests, leases, or rights; provided, however, and for clarity, non-use of any or all easements, interests, leases, or rights granted by this Agreement for any period of time will not extend the Term.

17.17 No other covenants, representations, or warranties. Company makes no covenants, representations, or warranties, except as expressly set forth in this Agreement. Company expressly disclaims any covenant, representation, or warranty that any or any number of MW of Renewable Generation Equipment will be installed on the Property; that any Renewable Generation Equipment will result in any revenue other than as expressly set forth in this Agreement; that any particular efficiency, model, or size of Renewable Generation Equipment will be installed in the Project; and/or, that electricity and/or RECs will be sold for any certain amount, for any certain period, under any certain structure, or to any certain party. Any estimates, information, projections, or other information regarding the Project are not and will not be deemed to be or include any covenant, representation, or warranty of Company, its assigns, or successors, and Owner acknowledges and agrees Owner is not relying on any such estimates, information, projections, or other information.

17.18 No partnership, joint venture. This Agreement does not create any principal-agent relationship, joint venture, partnership, or other similar relationship between the Parties, and neither Party will have the power to bind the other except as expressly set forth in this Agreement.

17.19 No third-party beneficiaries. Except as otherwise expressly set forth in this Agreement (e.g. regarding assignees and Lenders), the terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective assigns and successors, and the Parties do not intend to confer third-party beneficiary rights upon any other person.

17.20 No waiver. No waiver of any right under this Agreement will be effective for any purpose unless in a writing signed by the Party possessing the right, and no such waiver will be construed to be a waiver of any subsequent provision, right, or term of this Agreement.

17.21 Notices. All notices or other communications required or permitted under this Agreement, including notices to Lender(s) (who will provide their notice information to Owner, failing which Owner will by notice request such information from Company in connection with any default or other notice that requires notice to the Lender(s)), will be in writing, personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses below. Notices personally delivered will be deemed given the day delivered. Notices given by overnight courier will be deemed given on the first business day after mailing. Notices mailed will be deemed given on the third business day after mailing. Notices of change of address will be given by written notice in the manner described in this Subsection.

Owner:

Candy Acres, LTD., a Colorado limited partnership
705 Westward Lane
Palmer Lake, CO 80133
Telephone: _____
E-mail: mstasica@aol.com

Company:

Adams County Wind, LLC
Attn: Land Services Administration
700 Universe Blvd.
Juno Beach, FL 33408
Telephone: (855) 552-9872

17.22 Offset. In the case of an Owner default, Company may (but is not obligated to) cure such default and may offset all sums spent by Company in connection with such cure against the payments due from Company to Owner under this Agreement.

17.23 Owner development. Notwithstanding any provisions of this Agreement to the contrary:

Owner reserves the right to and may install on any part of the Property not being used and not contemplated for use for Operations (as Company determines such use or contemplated use in its sole discretion) up to two (2) wind turbines ("Personal Turbine"). Any Personal Turbine(s) will be no larger than one hundred (100) kW and no taller than one hundred (100) feet (hub height) and will be located on the Property such as to not unreasonably interfere with the then-existing and/or contemplated Operations, as Company determines in its sole discretion. In order to insure non-interference of any Personal Turbine(s) with the then-existing and/or contemplated Operations, Company will have the right to select the location for any Personal Turbine(s).

In the case of any Owner development authorized by this Subsection, Owner will give Company notice of the proposed development at least one hundred eighty (180) days before the proposed start of construction. Owner will defend, hold harmless, indemnify, and protect the Company Personnel from any Claims related to development authorized by this Subsection, except to the extent caused by Company's gross negligence or willful misconduct.

17.24 Owner Non-Liability. Owner will have no liability for any Company Personnel losses or for any physical damage to any Company Personnel property or for physical injuries to any Company Personnel to the extent caused by any trespasser, livestock, game, or not-authorized activities of any Owner invitee, employee, tenant, agent, or contractor.

17.25 Owner out-of-pocket reimbursement. To the extent not already provided for in this Agreement, Company will reimburse Owner for all actual, documented, and reasonable legal costs and/or fees Owner incurs in direct connection with any request pursuant to this Agreement by Company that Owner execute, review, or provide any legal instrument. Company will reimburse Owner as set forth in this Section within thirty (30) days after notice to Company from Owner, which notice will set forth the reimbursement amount sought and include documentary evidence supporting this amount.

17.26 Project sale. If any or all of the Renewable Generation Equipment installed on the Property is/are sold or transferred as part of a sale of the Project to a distribution cooperative, generation and transmission

provider, or utility (any such distribution cooperative, generation and transmission provider, or utility a "Utility"), such that Gross Revenue will not be produced from the sale of electricity to an offtaker pursuant to a power purchase agreement or otherwise, then for purposes of calculating Royalty Fees during such period of Utility ownership, Gross Revenue for such Renewable Generation Equipment will be calculated based on the energy generated by such Renewable Generation Equipment multiplied by the per kilowatt-hour rate set forth in the power purchase agreement in effect before the sale of the Renewable Generation Equipment to the Utility, subject to such adjustments over time as would have been applicable under the power purchase agreement, if any, had it continued in effect. If no power purchase agreement has been entered at the time of a sale to a Utility, the Parties will cooperate in good faith to determine a then-current power purchase agreement rate and term for the sale of electricity that would have been obtained for electricity generated by the Project had it not been sold to a Utility (the "PPA Rate"), taking into consideration the Project specifications, then-current market rates for the purchase of the type of power (i.e solar or wind, as applicable) assuming a delivery point on the Utility's system in the state in which the Project is located, and such other factors as a reasonably prudent renewable energy developer and utility would consider in entering a power purchase agreement. If the Parties cannot agree on a PPA Rate within thirty (30) days after notice from Company to Owner of the sale or pending sale of the Project to a Utility, Company and/or the Utility may pay Owner based on the PPA Rate it estimates and proposes in good faith, continue the operation of the Project on the Property, and continue to have the quiet enjoyment of the Property and benefit of this Agreement without interruption. Either Party may then submit the determination of the PPA Rate for dispute resolution proceedings as provided for in this Agreement, and based on that result, any resulting differences in past Royalty Fees will be paid to the Party to whom they are due within ninety (90) days after final adjudication, with interest as prescribed by this Agreement. If the acquiring Utility thereafter sells or transfers the acquired Renewable Generation Equipment to an entity that is not a Utility, and such that electricity is sold and Gross Revenue is generated, then Royalty Fees will again be determined as otherwise set forth in this Agreement.

17.27 Severability. If any part of this Agreement, or the application of such part to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision or term to such person(s) or circumstance(s) other than those to which it is held invalid or unenforceable, will not be affected, and the remaining provisions and terms of this Agreement will remain valid, enforceable, and in full force and effect, to the fullest extent permitted by law, and the Parties will promptly substitute for the invalid or unenforceable provision or term a valid and enforceable provision or term that most closely approximates the original intent and economic effect of the invalid or unenforceable provision or term.

17.28 Survival. If COD for one or more Phase(s) is achieved, Company's obligations under this Agreement of the following character will survive termination until the Renewable Energy Systems on the Property have been decommissioned, as provided for in this Agreement: (a) compensation obligations that accrued during the Term and until completion of decommissioning; (b) decommissioning obligations; (c) insurance obligations; (d) reclamation obligations; (e) satisfaction of liens related to the Operations; (f) payment of taxes; (g) return of the Property to its original zoning (as applicable); and, (h) Company's execution and recording of an executed quitclaim or release (as Owner determines in its discretion) to Company's interest. Irrespective of whether COD for one or more Phase(s) is achieved: the Parties' indemnity obligations under this Agreement will survive termination (until the applicable statute of limitations has run); Owner's confidentiality obligation will survive as prescribed in this Agreement; and, Owner's obligation to execute and deliver a new agreement after rejection or termination of this Agreement will survive as prescribed in this Agreement (see Subsection 9.5). The reimbursement/compensation obligations set forth in Section 7 will survive termination of this Agreement.

17.29 Unavoidable delay. Except as may be otherwise expressly provided in this Agreement, if the performance of any act permitted or required by this Agreement to be performed by a Party is delayed, interfered with, limited, prevented, or restricted by reason of any unavoidable delay (as described below), the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. For purposes of this Agreement, "unavoidable delay" means any: act of God; action, demand, law, order, ordinance, proclamation,

regulation, requirement, rule, or statute of any governmental agency or authority or utility; circumstance because of which a contractor, supplier, or vendor to the Project claims unavoidable delay; extreme weather condition; inability to sell electricity at commercially reasonable prices in the open market during a period when an unavoidable delay (or comparable) clause under Company's power purchase contract(s) is in effect; labor dispute; lock-out; natural disaster; permitting delay; strike; or, any other act or condition beyond the reasonable control of the Party required to perform the act. The Party affected by an unavoidable delay will promptly notify the other Party in writing of an unavoidable delay and will use reasonable efforts to avoid or remove such delay, and will continue performance under this Agreement whenever such delay is removed. Unavoidable delay will not excuse any payment obligation.

17.30 Zoning, variance, change of use. If all or any part of the Property is rezoned or reclassified because of the Project, resulting in additional property assessments, and if after that this Agreement is terminated, then Company will use reasonable efforts to return the Property to its original zoning or classification.

Section 18. Additional provisions.

18.1 Adjacent property. For the avoidance of doubt, and notwithstanding any part of this Agreement to the contrary, this Agreement does not grant Company any rights to, and nor does it in any way restrict Owner's use of, any Owner adjacent or contiguous property.

18.2 Affiliate transactions. Company will not sell any products covered by the Gross Revenue definition to an Affiliate. All such sales will be arms-length transactions. In the case of the sale of such products to an Affiliate and the subsequent sale(s) of such products, the Royalty Fee will be based on the highest price paid Company or such Affiliate (or such Affiliate's Affiliate) for such products. For purposes of this Subsection, "Affiliate" means any corporation, limited liability company, partnership (including a limited partnership) or other entity that is owned or controlled (in whole or in part) by Company (or a Company Affiliate) or that Company (or a Company Affiliate) owns or controls (in whole or in part).

18.3 Authorized purpose. Company's Evaluations and Operations on the Property will be limited to those activities required for the development and operation of a wind energy (or as may be applicable, photovoltaic solar) project, and Company may not perform any other activities (including other forms of power generation) on the Property, the right to perform all such other activities being reserved to Owner, subject to the conditions and terms of this Agreement.

18.4 Condemnation waiver of private right. Company waives its right to exercise condemnation under CRS 38-2-101, 38-5-103, 38-5-104, and 38-5-107, as such statutes exist on the Effective Date and as they may be later amended, renumbered, and replaced.

18.5 Compaction. If Company causes compaction of any part of the Property (except for Renewable Energy System sites), Company will take commercially reasonable steps to remedy that compaction. Further, and for the avoidance of doubt, decompaction will be performed for all areas of the Property in connection with decommissioning.

18.6 Cooperation and assistance cost. To the extent Owner provides Company with cooperation or assistance under this Agreement (e.g. execution of additional documents), all such efforts will be at no out-of-pocket cost to Owner. Company will reimburse Owner for any third-party costs or expenses Owner incurs in cooperating with or assisting Company under this Agreement.

18.7 Decommissioning – no use of explosives. Explosives will not be used in connection with the decommissioning of any part of the Project without Owner's prior written approval, which approval Owner may withhold in its sole discretion.

18.8 Amounts due from Adams County Wind, LLC. Notwithstanding any part of this Agreement to the contrary, in the event that Adams County Wind, LLC assigns its interests under this Agreement to any third party ("Assignee"), neither Assignee, nor any successor to Assignee's interests hereunder will have any

liability to Owner for any amounts that may be due to Owner from Adams County Wind, LLC under any other contract or agreement between Owner and Adams County Wind, LLC, and Owner will hold harmless such Assignee and its successors and assigns from and against any such claims. Notwithstanding the foregoing, this Section 18.11 will have no application to any amounts due Owner under this Agreement.

18.9 Jury waiver. EACH PARTY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT BE TRIED BY A JURY.

18.10 Insurance. Notwithstanding any provision of this Agreement to the contrary, Adams County Wind, LLC will not be required to maintain insurance as provided for above unless and until it accesses the Property and/or locates a Met Tower on the Property. Any transferee of this Agreement will be required to maintain insurance as provided for in this Agreement.

18.11 Liability Cap. Notwithstanding any provision of this Agreement to the contrary, Owner's obligation to indemnify, defend, and hold harmless Company, whether by virtue of the terms of this Agreement or at law, in connection with any one occurrence will not exceed the lesser of (a) one hundred thousand dollars (\$100,000.00) or (b) an amount equal to the total amount paid Owner by Company under this Agreement during the two (2) years that preceded the occurrence for which indemnity, defense, and hold harmless are sought. The limitation set forth in the preceding sentence will not apply in the case of Owner's gross negligence or intentional misconduct. On the first January 1 after COD for the first Phase and on each January 1 thereafter during the Term, the dollar amount set forth in (a) of this Subsection (as previously adjusted, as applicable) will adjust based on the prior calendar year's percentage change in the Index, provided no such adjustment will exceed an increase of more than three percent (3%) in any one (1) calendar year.

18.12 Met Tower at decommissioning or termination. If at decommissioning or termination of this Agreement as to a part of the Property on which a Met Tower is installed, then Company will offer to sell such Met Tower to Owner for an amount equal to the actual, third-party cost, as Company determines in its reasonable discretion, to remove such Met Tower located on the Property. Company will by notice make this offer to Owner at least sixty (60) days before removal of the Met Tower. Owner will have thirty (30) days to accept or reject Company's offer. If Owner timely accepts Company's offer, then with Owner's acceptance, Owner will deliver to Company payment in an amount equal to the amount set forth in Company's notice and offer. Owner's non-response or failure to pay the full amount due for the Met Tower within thirty (30) days after receipt of Company's offer will be deemed Owner's rejection of Company's offer. If Owner timely satisfies the payment requirement and accepts Company's offer, then Company will, within thirty (30) days after receipt of Owner's acceptance and payment, tender to Owner a bill of sale and agreement for the transfer of the Met Tower, which will provide for: (a) transfer to Owner of the Met Tower free of any liens; (b) transfer of the Met Tower to Owner as-is and where-is; (c) Company's disclaimer, and Owner's acknowledgement and agreement to Company's disclaimer, of all covenants, representations, and warranties regarding the maintenance and condition of the Met Tower; and, (d) Company's agreement to defend, indemnify, and hold harmless Owner from and against any and all claims related to the Met Tower and that pre-date the effective date of its transfer and Owner's agreement to defend, indemnify, and hold harmless Company from and against any and all claims related to the Met Tower and that post-date the effective date of its transfer.

18.13 Mineral and pipeline development (surface use and crossing agreements); transmission crossings. Subject to the conditions and terms of this Agreement, Company will in good faith negotiate surface use agreement(s), crossing agreement(s), or other similar agreement(s) with any third party mineral development company, pipeline company, or other party seeking to cross the Property with electrical transmission and with whom Owner is negotiating a mineral lease, surface use agreement, pipeline easement, transmission right of way agreement or other similar agreement.

18.14 No WTG signage. Advertising or signage will not be displayed on the exterior of WTGs on the Property.

18.15 No Warranty. Company has independently determined the Property is suitable for its purposes. Except as expressly provided Subsection 6.10 (regarding title to the Property), Owner has made no representation or warranty, express or implied, as to the condition, quality, or suitability of the Property for Company's purposes, now or in the future, and Company is relying upon its own determinations about such condition, quality, or suitability. Owner expressly disclaims any covenant, representation, or warranty regarding ownership of the minerals associated with the Property. Except as expressly set forth in this Agreement, Company accepts the Property in its as-is, where-is condition and assumes the risk of travel on the Property.

18.16 Other interests. For the avoidance of doubt, all easements, subleases, subeasements, license and/or other interests in the Property that derive from this Agreement will terminate upon the termination of this Agreement; provided, however, this limitation will not be interpreted to eliminate Owner's obligation to enter a new agreement as may be required under Section 9.5(d). Further, Company will defend, indemnify, and hold harmless Owner from and against any Claims by any Party that any terminated real property interests as described in this Section survive the termination of this Agreement, and this Company obligation will survive the termination of this Agreement.

18.17 Owner facilities. Company will promptly repair and replace any of Owner's and/or its tenants' equipment, facilities, pipelines, utilities, and waterlines damaged in connection with Company's activities on the Property. Company will consult with and seek Owner's consent, which Owner will not unreasonably withhold, before moving any such equipment, facilities, pipelines, utilities, or waterlines.

18.18 Owner non-liability. Owner will have no liability for any losses or for any physical damage to property or for physical injuries to any person to the extent caused by any trespasser, livestock, or game.

18.19 Payment of Owner encumbrances or liens. Company will not pay any amount due in connection with any Owner encumbrance or lien without having first given Owner not less than ten (10) business days' notice before making such payment. Further, any such amount(s) paid by Company will be credited against future amounts due from Company to Owner under this Agreement.

18.20 Phase size. The first Phase of the Project will not be smaller than fifty (50) MW. Any solar project on the Property will occupy at least two hundred (200) acres of the Property.

18.21 Radio and GPS interference. Company agrees that if Owner experiences problems with radio or gps systems on the Property associated with the presence of the Renewable Energy Systems in the Project, Company will promptly investigate and remedy the matter at its cost.

18.22 Reserved uses. Company will have no right to use the Property for any purposes not expressly granted Company in this Agreement. Further, Owner reserves, subject to the conditions and terms of this Agreement, all rights to use the Property (and to allow others to use the Property) that are not expressly granted Company in this Agreement ("Reserved Uses"). And for clarity, the Reserved Uses include farming and grazing and the installation of related facilities (e.g. corrals, fences, Personal Turbines, pumps (including solar powered pumps), tanks, and windmills).

18.23 Rocks. Rocks larger than four (4) inches in any dimension and excavated during construction or decommissioning on the Property will be cleared and removed from the Property.

18.24 Severance. Notwithstanding any part of this Agreement to the contrary, but only to the extent authorized by applicable law, Owner may at any time and from time-to-time assign, reserve, or sever all or part of any amounts due it under this Agreement, and Company will cooperate with any such assignment, reservation, or severance.

18.25 Soil. Company will segregate any topsoil removed, will not mix it with any subsoil layer, will take commercially reasonable steps to prevent its erosion, and will replace it on the surface of the Property from

which it was removed (although in the case of Turbine sites or roads, Owner may require it be stockpiled or spread elsewhere on the Property). Owner will, in writing (email to suffice), prescribe the depth of the topsoil on the Property. No topsoil will be used in any trench. Topsoil will not be returned to the surface when it is excessively wet or frozen. No soil will be removed from the Property, and Company will cooperate with any reasonable Owner request regarding the location of removed soil on the Property pending the return of that soil to its pre-removal location. No soil will be brought on to the Property from locations outside the Property.

18.26 Transfer of development assets. If Company terminates this Agreement before COD of the first Phase of the Project and terminates all Project land agreements (meaning leases or easements), then within sixty (60) days after such termination, Company will provide Owner with complete copies of all (a) raw wind data and wind reports collected within the Project and (b) all archaeological, cultural, and wildlife/environmental studies conducted within the Project. These development assets will be provided to Owner subject to the following: (i) Company will be deemed to have disclaimed all express or implied representations or warranties regarding these development assets, and Owner will be deemed to have accepted this disclaimer; (ii) the development assets will be deemed to have been provided Owner as-is under a perpetual, transferable, non-exclusive, and royalty-free license authorizing Owner's use of such development assets in any manner (even if competitive with Company); and, (iii) Owner will defend, indemnify and hold harmless Company and Company's contractors who provided or performed the services in connection with these development assets from and against Claims related to these development assets by Owner or any third parties to whom Owner may transfer these development assets. The provisions of this Subsection will survive the termination of this Agreement.

18.27 Systems location. Notwithstanding any part of this Agreement to the contrary, any above-ground Transmission Systems located on the Property (excluding any Energy Storage Devices, substation, or switching facilities) will be oriented parallel to the nearest section line boundary and will cross the Property in a straight line (north-south or east-west, as applicable). Further, any such above-ground Transmission Systems will not be located within the area that is between twenty (20) and one hundred thirty (130) feet from either of the nearest Property boundary or the nearest public road.

18.28 Turbine size. Turbines installed on the Property will be equal to or larger than 1.7 MW nameplate capacity in size.

SIGNATURE PAGES FOLLOW

SIGNATURE PAGE TO

RENEWABLE ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this RENEWABLE ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT as set forth below.

Owner:

Candy Acres, LTD.
a Colorado limited partnership

By: *Carolyn S. Arithson*
Carolyn S. Arithson, General Partner

Owner:

Candy Acres, LTD.
a Colorado limited partnership

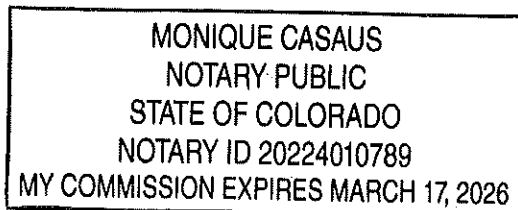
By: *Michael J. Stasica*
Michael J. Stasica, General Partner

Owner:

Candy Acres, LTD.
a Colorado limited partnership

By: *Steven L. Stasica*
Steven L. Stasica, General Partner

[Signature]
notary public



SIGNATURE PAGE TO
RENEWABLE ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this RENEWABLE ENERGY DEVELOPMENT AND OPERATIONS AGREEMENT as set forth below.

Company: ADAMS COUNTY WIND, LLC

By: _____

Name: Anthony Pedroni

Title: Vice President

EXHIBIT A

DESCRIPTION OF THE PROPERTY

THAT CERTAIN REAL PROPERTY LOCATED IN ADAMS COUNTY, COLORADO DESCRIBED AS:

Parcel No.	Section	Township	Range	Portion of Section	Est. Acres
0173900000041	22	2 South	58 West	ALL	640.00
0173900000048	27	2 South	58 West	ALL	640.00
0173900000042	23	2 South	58 West	ALL	640.00

QLA ID: 15977

EXHIBIT B

OWNER LEASES, LICENSES, LIENS, ENCUMBRANCES, CONSERVATION PROGRAM, ETC.

LIST CRP, IF ANY.

Severed minerals.

Conservation Reserve Program Contract Number 11033 referenced below:

CRP-1 (12-02-19)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. STATE CODE AND COUNTY LOCATION 00 001		Page 1 of 2 2. SIGNUP NUMBER 51																					
CONSERVATION RESERVE PROGRAM CONTRACT				3. CONTRACT NUMBER 11033		4. ACREAGE FOR ENROLLMENT 1,411.10																					
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) ADAMS COUNTY FARM SERVICE AGENCY 51 W. BROADWAY BETHLEHEM, PA 18010-1025				6. TRACT NUMBER 0001408		7. CONTRACT PERIOD FROM (MM-DD-YYYY) 10-01-2020 TO (MM-DD-YYYY) 09-30-2018																					
6B. COUNTY FSA OFFICE PHONE NUMBER (include Area Code) 610-351-3525				8. SIGNUP TYPE General																							
<p>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix and agrees for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto; CRP-2, CRP-2C, or CRP-2D.</p>																											
9A. Rental Rate Per Acre \$ 15.23				10. Identification of CRP Land (See Page 2 for additional space)																							
9B. Annual Contract Payment \$ 20,500.00				<table border="1"> <tr> <th>A. Tract No.</th> <th>B. Field No.</th> <th>C. Practice No.</th> <th>D. Acres</th> <th>E. Total Estimated Cost/Share</th> </tr> <tr> <td>0001408</td> <td>3002</td> <td>CP2</td> <td>215.00</td> <td>\$ 21,500.00</td> </tr> <tr> <td>0001408</td> <td>3003</td> <td>CP2</td> <td>57.11</td> <td>\$ 6,111.00</td> </tr> <tr> <td>0001408</td> <td>3005</td> <td>CP2</td> <td>49.25</td> <td>\$ 4,921.00</td> </tr> </table>				A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost/Share	0001408	3002	CP2	215.00	\$ 21,500.00	0001408	3003	CP2	57.11	\$ 6,111.00	0001408	3005	CP2	49.25	\$ 4,921.00
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0001408	3003	CP2	57.11	\$ 6,111.00																							
0001408	3005	CP2	49.25	\$ 4,921.00																							
9C. First Year Payment \$				(Note: 9C is applicable only when the first year payment is increased.)																							
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)																											
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)																						
Michael J. Smith 1100 E. 1st St. Bethlehem, PA 18010		100.00 %	<i>Michael J. Smith</i>	Owner	01-24-2020																						
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)																						
		%																									
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)																						
		%																									
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE <i>Charmy Cook</i>				B. DATE (MM-DD-YYYY) 01-23-2020																					
<p>NOTE: The following information is provided to the Participant for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for informational purposes only. The Participant should consult with their insurance broker or other financial advisor for more information. The information is provided for informational purposes only. The Participant should consult with their insurance broker or other financial advisor for more information.</p>																											
<p>Paperwork Reduction Act (PRA) Statement: The information collected is necessary for CCC as specified in 16 U.S.C. 3801(b)(1). The purpose of appropriate information and data collection is to provide CCC with the information necessary to determine the eligibility of the Participant for the CRP program. The information collected is necessary for CCC to determine the eligibility of the Participant for the CRP program. The information collected is necessary for CCC to determine the eligibility of the Participant for the CRP program.</p>																											
<p>Persons with disabilities who require alternative means of communication for program information (e.g., Braille large print, multiple languages, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TDD) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.</p>																											
<p>In this program and/or other programs, complete the USDA Program Decision Maker Completed Form AD-3022, found online at https://www.usda.gov/programs/conservation-reserve-program and at any USDA office with a State Extension in USDA and provide the information requested in the form. To request a copy of the completed form, call (800) 612-9922. Submit your completed form or letter to USDA by: (1) mail, U.S. Department of Agriculture, Office of the Assistant Secretary for Conservation Programs, 1400 Independence Avenue, SW Washington, D.C. 20250-5110; (2) fax, (202) 690-7542; or (3) email, conservation@usda.gov. USDA is an equal opportunity provider and employer.</p>																											

RECEIVED

JAN 24 2020

ADAMS COUNTY FSA

Date Printed: 01/23/2020

CONTINUATION OF ITEM 10 – Identification of CRP Land

[illegible]

Date Printed: 01/23/2024

Also note: The following may exist, previously existed, or may have existed on the Property and Company accepts the Property acknowledging these matters: capped and abandoned wells; communications tower; various pipelines; and, various communications, power (electric) lines.