

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

ConnectGen Albany County LLC
c/o ConnectGen Operating, LLC
1001 McKinney, Suite 700
Houston, Texas 77002
Attention: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of February 8th, 2019 by and between **Juan D. Reyes and Joni S. Reyes**, husband and wife, as Tenants in the Entirety with rights of survivorship (collectively "Landowner"), and **ConnectGen Albany County LLC**, a Delaware limited liability company ("Renewables Company").

RECITALS:

WHEREAS, Landowner and Renewables Company have entered into a Wind Energy Lease and Easement Agreement dated as of the date first written above with respect to property more specifically described herein for, among other things, the development, installation, construction, operation and maintenance of wind-powered turbines, generators, and associated appurtenances and facilities, including easements relating to such activity (as heretofore or hereinafter amended, restated or supplemented from time to time, the "Lease and Easement Agreement") covering the following described land located in Albany County, Wyoming; and

WHEREAS, Landowner and Renewables Company desire to set forth certain terms and conditions of the Lease and Easement Agreement in a manner suitable for recording in the Public Records of Albany County, Wyoming, in order to provide record notice of the Lease and Easement

Agreement and Renewables Company's rights in and to the land subject to the Lease and Easement Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Lease and Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. **Description of Property.** The land subject to the Lease and Easement Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").

2. **Grant of Lease and Easements.** Subject to the terms and conditions more particularly set forth in the Lease and Easement Agreement, without limitation, Landowner has leased to Renewables Company, and Renewables Company has leased from Landowner, the Property for the purpose of converting wind energy to electricity and utilizing the air and wind resources of the Property and undertaking activities and operations on the Property in connection therewith, including without limitation (i) determining the feasibility of wind energy conversion on the Property or other property, including studies of wind speed, wind direction and other meteorological data, as well as performing other tests and studies as Renewables Company may desire, including, but not limited to, environmental, avian and cultural assessments, and geotechnical, foundation and soil tests; (ii) converting wind energy into electrical energy, and collecting and transmitting the electrical energy; (iii) developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the Renewables Company Facilities; (iv) vehicular and pedestrian ingress, egress and access to and from Renewables Company Facilities whether located on or off Landowner's Property on, over and across the Property; (v) implementing, operating and maintaining security deemed appropriate by Renewables Company with respect to the Renewables Company Facilities; (vi) undertaking any other activities that Renewables Company determines are reasonably necessary or appropriate to accomplish any of the foregoing purposes or for the benefit of a Project, including but not limited to conducting surveys, tests, geotechnical drilling, other studies, and other uses permitted under this Lease; and (vii) the other Lease Rights defined therein. In addition to the Lease Rights, Landowner grants, conveys, transfers and warrants to Renewables Company, its successors and assigns the following easements:

- (a) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;



- (b) An exclusive easement to permit the rotors of Generating Units located on adjacent properties in any Project to overhang the Property;
- (c) A non-exclusive easement for the Access Rights;
- (d) A non-exclusive easement to permit the Renewables Company Facilities located on the Property, on adjacent property or elsewhere to affect the Property, including without limitation visual and non-visual and audible and non-audible effects;
- (e) An exclusive easement to develop, construct, reconstruct, erect, install, improve, replace, relocate and remove from time to time, and use, maintain, repair, operate and monitor wind turbines and meteorological towers;
- (f) An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes, together with the right to temporary earthmoving as necessary to build suitable access routes for said easement;
- (g) A non-exclusive easement and right to install, maintain, repair and operate on the Property underground (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to and from the Property, communication lines which carry communications to and from the Property, and other above ground improvements or fixtures associated with any of the foregoing;
- (h) A non-exclusive easement and right to install, maintain, repair and operate on the Property high-voltage transmission lines ("Transmission Lines") which carry electrical energy to and/or from the Property and communication lines which carry communications to and from the Property and other above ground improvements or fixtures associated with any of the foregoing;
- (i) A non-exclusive easement on the Property for the installation of utilities in the road right of way and, if necessary, with governmental approval, for the widening and improving of public roads and an appurtenant construction easement to windrow or stockpile the topsoil when extending the ditches of the roads;
- (j) A non-exclusive construction easement for purposes of constructing, maintaining, repairing, replacing, and removing from time to time all or any part or element of the Renewables Company

Facilities whether located on or off the Property (the "**Construction Easement**");

- (k) One or more exclusive easements for the construction, operation, maintenance and occupancy of one or more substations, operations and maintenance buildings and temporary or permanent lay-down areas; and
- (l) An easement to undertake any such other activities that Renewables Company determines are necessary in connection with, and incidental to, any of the foregoing Easements, including the right to remove vegetation on the Property as needed to operate and maintain the Renewables Company Facilities and to comply with applicable laws, regulations, standards, orders and permit conditions.

3. **Term of Lease and Easement Agreement.** The Term of the Lease and Easement Agreement includes an initial seven (7) year Development Term. In addition, if the Lease and Easement Agreement is extended for construction and operation, the Operations Term of the Agreement is thirty (30) years from the Operations Date. Renewables Company may extend the Operations Term by up to two (2) additional fifteen-year terms commencing on the last day of the original or extended Operations Term, as the case may be, by giving Landowner written notice of such extension on or prior to expiration of the then-current Operations Term. Renewables Company shall have the unilateral right (and Landowner hereby grants Renewables Company the right) to record a memorandum or notice of such extension in the real property records of the county in which the Property is located. The Agreement will be deemed to have terminated upon expiration of the term as defined in the Lease and Easement Agreement. A written termination of the Lease and Easement Agreement shall be filed with the Public Land Records of the county and state where said Property is located.

4. **Successors and Assigns.** The terms of this Memorandum and the Lease and Easement Agreement are covenants running with and burdening the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Renewables Company include their respective successors and assigns. References to the Lease and Easement Agreement include any amendments thereto.

5. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the Public Records of Albany County, Wyoming, in order to provide public record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the Property subject to the Lease and Easement Agreement. The entire Lease and Easement Agreement is hereby incorporated

into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Lease and Easement Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Lease and Easement Agreement, the terms of the Lease and Easement Agreement shall prevail. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

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ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

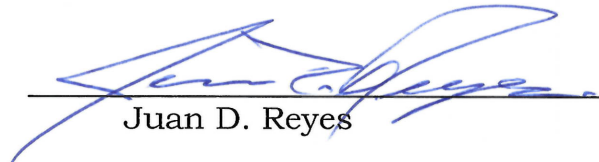
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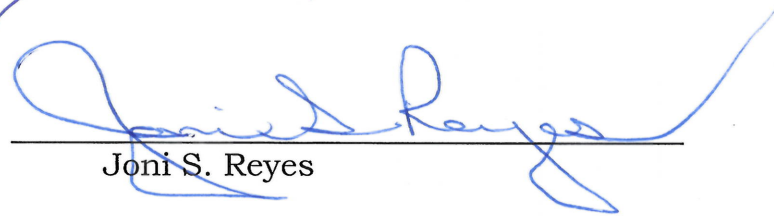
IN WITNESS WHEREOF, Renewables Company and Landowner have executed this Lease to be effective as of the Effective Date.

Landowner

Juan D. Reyes and Joni S. Reyes,
husband and wife, as Tenants by the
Entirety with rights of survivorship



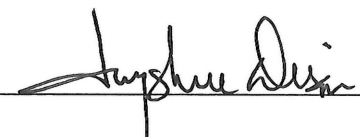
Juan D. Reyes



Joni S. Reyes

Renewables Company

ConnectGen Albany County LLC
a Delaware limited liability company

By:  _____

Name: Jayshree Desai
Title: President

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

2/28/2019 10:25 AM

#2019-834 6 OF 8

ACKNOWLEDGMENT

STATE OF WYOMING)
COUNTY OF ALBANY) ss.

This instrument entitled Wind Energy Lease and Easement Agreement was acknowledged before me on February 4, 2019 by Juan D. Reyes and Joni S. Reyes, husband and wife.



Notary Public

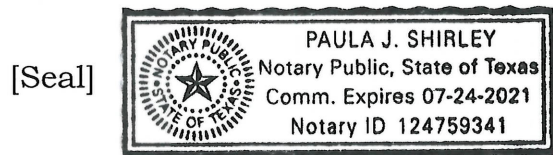
My commission expires:

November 7, 2022

ACKNOWLEDGMENT

STATE OF Texas)
) SS.
COUNTY OF Harris)

This instrument was acknowledged before me on this 8 day of February, 2019, by Jayshree Desai as the CEO of ConnectGen Albany County LLC, a Delaware limited liability company, on behalf of such limited liability company.



Notary Public 

My commission expires:

7-24-21

EXHIBIT A TO
MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT
PROPERTY DESCRIPTION

The following tracts of land located in Albany County, Wyoming:

Township 13 North, Range 73 West, 6th P.M., Albany County, Wyoming:

Section 22: S $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 23: All

Section 26: W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$

Section 27: All

Section 28: All, Less a tract in SW $\frac{1}{4}$, which tract is more particularly described as follows:

Commencing at a point that lies 345 feet South of the West Quarter corner of said Section and thence North 62°30' East, 765 feet; thence South 450 feet parallel with the West boundary of said Section; thence South 62°30' West, 765 feet to the West boundary of said Section; thence North along said Section line 450 feet to the point of beginning.

Section 34: All less SW $\frac{1}{4}$

Section 35: That portion of Section 35 lying North and West of the County Road, known as Diamond Peak Road, the center line of which County Road is described as follows: Beginning at a point 46 feet West of the Northeast corner of said Section 35, thence South 26°50' West 990 feet; thence South 31°50' West 1488 feet; thence South 37°05' West 785 feet; thence South 31°40' West 885 feet; thence South 25°05' West 1120 feet; thence South 00°55' East 800 feet to the South Quarter corner of said Section 35, said land being located in Albany County, Wyoming.

Township 12 North, Range 73 West, 6th P.M., Albany County, Wyoming:

Section 2: S $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 3 and 4

Section 3: NE $\frac{1}{4}$ of Section 3, lying North of the Albany County Road known as Boulder Ridge Road.

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
5/17/2019 11:35 AM #2019-2089 1 OF 11

ConnectGen Albany County LLC
c/o ConnectGen Operating, LLC
1001 McKinney, Suite 700
Houston, Texas 77002
Attention: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of April 11, 2019 by and between **Bath Family Limited Partnership**, a Wyoming limited partnership, as owner of Property Group 1 (described in Exhibit A), **Bath Sisters, LLC**, a Wyoming limited liability company, as owner of Property Group 2 (described in Exhibit A), and **Nancy Bath, Trustee of the Nancy Bath Revocable Trust dated December 1, 2010**, as owner of Property Group 3 (as described in Exhibit A) ("Landowner"), and **ConnectGen Albany County LLC** ("Renewables Company").

RECITALS:

WHEREAS, Landowner and Renewables Company have entered into a Wind Energy Lease and Easement Agreement dated as of the date first written above with respect to property more specifically described herein for, among other things, the development, installation, construction, operation and maintenance of wind-powered turbines, generators, and associated appurtenances and facilities, including easements relating to such activity (as heretofore or hereinafter amended, restated or supplemented from time to time, the "Lease and Easement Agreement") covering the following described land located in Albany County, Wyoming; and

WHEREAS, Landowner and Renewables Company desire to set forth certain terms and conditions of the Lease and Easement Agreement in a manner suitable for recording in the Public Records of Albany County, Wyoming, in order to provide record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the land subject to the Lease and Easement Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Lease and Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. **Description of Property.** The land subject to the Lease and Easement Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").

2. **Grant of Lease and Easements.** Subject to the terms and conditions more particularly set forth in the Lease and Easement Agreement, without limitation, Landowner has leased to Renewables Company, and Renewables Company has leased from Landowner, the Property for the purpose of converting wind energy to electricity and utilizing the air and wind resources of the Property and undertaking activities and operations on the Property in connection therewith, including without limitation (i) determining the feasibility of wind energy conversion on the Property or other property, including studies of wind speed, wind direction and other meteorological data, as well as performing other tests and studies as Renewables Company may desire, including, but not limited to, environmental, avian and cultural assessments, and geotechnical, foundation and soil tests; (ii) converting wind energy into electrical energy, and collecting and transmitting the electrical energy; (iii) developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the Renewables Company Facilities; (iv) vehicular and pedestrian ingress, egress and access to and from Renewables Company Facilities whether located on or off Landowner's Property on, over and across the Property; (v) implementing, operating and maintaining security deemed appropriate by Renewables Company with respect to the Renewables Company Facilities; (vi) undertaking any other activities that Renewables Company determines are reasonably necessary or appropriate to accomplish any of the foregoing purposes or for the benefit of a Project, including but not limited to conducting surveys, tests, geotechnical drilling, other studies, and other uses permitted under the Lease and Easement Agreement; and (vii) the other Lease Rights defined therein. In addition to the Lease Rights, Landowner grants, conveys, transfers and warrants to Renewables Company, its successors and assigns the following easements:

(a) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;

(b) An exclusive easement to permit the rotors of Generating Units located on adjacent properties in any Project to overhang the Property;

(c) A non-exclusive easement for the Access Rights;

(d) A non-exclusive easement to permit the Renewables Company Facilities located on the Property, on adjacent property or elsewhere to affect the Property, including without limitation visual and non-visual and audible and non-audible effects;

(e) An exclusive easement to develop, construct, reconstruct, erect, install, improve, replace, relocate and remove from time to time, and use, maintain, repair, operate and monitor wind turbines and meteorological towers;

(f) An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes, together with the right to temporary earthmoving as necessary to build suitable access routes for said easement;

(g) A non-exclusive easement and right to install, maintain, repair and operate on the Property underground (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to and from the Property, communication lines which carry communications to and from the Property, and other above ground improvements or fixtures associated with any of the foregoing;

(h) A non-exclusive easement and right to install, maintain, repair and operate on the Property high-voltage transmission lines ("Transmission Lines") which carry electrical energy to and/or from the Property and communication lines which carry communications to and from the Property and other above ground improvements or fixtures associated with any of the foregoing;

(i) A non-exclusive easement on the Property for the installation of utilities in the road right of way and, if necessary, with governmental approval, for the widening and improving of public roads and an appurtenant construction easement to windrow or stockpile the topsoil when extending the ditches of the roads;

(j) A non-exclusive construction easement for purposes of constructing, maintaining, repairing, replacing, and removing from time to time all or any part or element of the Renewables Company Facilities whether located on or off the Property (the "Construction Easement");

(k) One or more exclusive easements for the construction, operation, maintenance and occupancy of one or more temporary lay-down areas; and

(l) An easement to undertake any such other activities that Renewables Company determines are necessary in connection with, and incidental to, any of the foregoing Easements, including the right to remove vegetation on the Property as needed to operate and maintain the Renewables Company Facilities and to comply with applicable laws, regulations, standards, orders and permit conditions.

Additionally, Landowner has granted Renewables Company an option to purchase a portion of the Property for locating a switchyard, substation, and/or operations and maintenance building as more particularly described in, and subject to the terms and conditions of, the Lease and Easement Agreement.

3. **Term of Lease and Easement Agreement.** The Term of the Lease and Easement Agreement includes an initial seven (7) year Development Term. In addition, if the Lease and Easement Agreement is extended for construction and operation, the Operations Term of the Agreement is thirty (30) years from the Operations Date. Renewables Company may extend the Operations Term by up to two (2) additional fifteen-year terms commencing on the last day of the original or extended Operations Term, as the case may be, by giving Landowner written notice of such extension on or prior to expiration of the then-current Operations Term. Renewables Company shall have the unilateral right (and Landowner hereby grants Renewables Company the right) to record a memorandum or notice of such extension in the real property records of the county in which the Property is located. The Agreement will be deemed to have terminated upon expiration of the term as defined in the Lease and Easement Agreement. A written termination of the Lease and Easement Agreement shall be filed with the Public Land Records of the county and state where said Property is located.

4. **Successors and Assigns.** The terms of this Memorandum and the Lease and Easement Agreement are covenants running with and burdening the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Renewables Company include their respective successors and assigns. References to the Lease and Easement Agreement include any amendments thereto.

5. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the Public Records of Albany County, Wyoming, in order to provide public record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the Property subject to the Lease and Easement Agreement. The entire Lease and Easement Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Lease and Easement Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Lease and Easement Agreement, the terms of the Lease and Easement Agreement shall prevail. This instrument may for convenience be executed in any number of

original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

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ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

5/17/2019 11:35 AM

#2019-2089 5 OF 11

IN WITNESS WHEREOF, Renewables Company and Landowner have executed this Memorandum to be effective as of the Effective Date.

Landowner

Bath Family Limited Partnership, a Wyoming limited partnership, as owner of Property Group 1

By: Bath Management Trust dated November 29, 2000

Its: General Partner

By: Bonnie Bath Epler Trustee
Bonnie Bath Epler, Trustee

By: Nancy Bath, Trustee
Nancy Bath, Trustee

Bath Sisters, LLC, a Wyoming limited liability company, as owner of Property Group 2

By: Nancy Bath

Name: Nancy Bath

Its: Manager

Nancy Bath, as Trustee of the Nancy Bath Revocable Trust dated December 1, 2010, as owner of Property Group 3

By: Nancy Bath, Trustee
Nancy Bath, Trustee

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

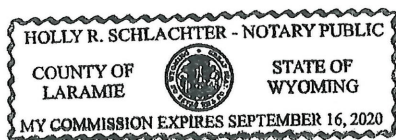
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#2019-2089 6 OF 11

LANDOWNER ACKNOWLEDGMENTS

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

On the 3rd day of April, 2019, before me, the undersigned, a notary public in and for said state, personally appeared **Bonnie Bath Epler, Trustee of the Bath Management Trust dated November 29, 2000**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his indicated capacity, and that by her signature on the instrument, the trust upon behalf of which the individual acted, executed the instrument, as the free and voluntary act and deed of the said trust for the uses and purposes therein set forth.

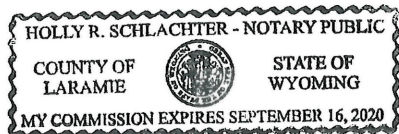


Holly R Schlachter
Notary Public

My commission expires: 9/16/2020

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

On the 3rd day of April, 2019, before me, the undersigned, a notary public in and for said state, personally appeared **Nancy Bath, Trustee of the Bath Management Trust dated November 29, 2000**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his indicated capacity, and that by her signature on the instrument, the trust upon behalf of which the individual acted, executed the instrument, as the free and voluntary act and deed of the said trust for the uses and purposes therein set forth.



Holly R Schlachter
Notary Public

My commission expires: 9/16/2020

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

5/17/2019 11:35 AM #2019-2089 7 OF 11

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

On the 3rd day of April, 2019, before me, the undersigned, a notary public in and for said state, personally appeared **Nancy Bath, Manager of Bath Sisters, LLC**, a Wyoming limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his indicated capacity, and that by her signature on the instrument, the limited liability company upon behalf of which the individual acted, executed the instrument, as the free and voluntary act and deed of the said limited liability company for the uses and purposes therein set forth.

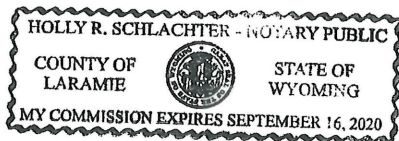


Holly R Schlachter
Notary Public

My commission expires: 9/16/2020

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

On the 3rd day of April, 2019, before me, the undersigned, a notary public in and for said state, personally appeared **Nancy Bath, Trustee of the Nancy Bath Revocable Trust dated December 1, 2010**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his indicated capacity, and that by her signature on the instrument, the trust upon behalf of which the individual acted, executed the instrument, as the free and voluntary act and deed of the said trust for the uses and purposes therein set forth.



Holly R Schlachter
Notary Public

My commission expires: 9/16/2020

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

5/17/2019 11:35 AM #2019-2089 8 OF 11

Renewables Company

ConnectGen Albany County LLC
a Delaware limited liability company

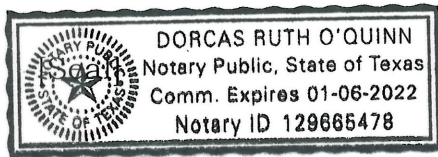
By: Jayshree Desai or

Name: Jayshree Desai
Title: President

RENEWABLES COMPANY ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on this 11th day of April, 2019, by Jayshree Desai as the President of ConnectGen Albany County LLC, a Delaware limited liability company, on behalf of such limited liability company.



Dorcas Ruth O'Quinn
Notary Public

My commission expires:

1/6/2022

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

5/17/2019 11:35 AM

#2019-2089 9 OF 11

EXHIBIT A TO MEMORANDUM OF WIND ENERGY LEASE**AND EASEMENT AGREEMENT****PROPERTY DESCRIPTION**

The following tracts of land located in Albany County, Wyoming:

Property Group 1:

In Township 13 North, Range 71 West of the 6th P.M., Albany County, Wyoming

Section 7: All;

Section 18: All, less right of way;

In Township 13 North, Range 72 West of the 6th P.M., Albany County, Wyoming

Section 1: All lying Southerly of the County Road from Tie Siding, Wyoming, to Ames Monument as set out on the plat of N. E. Zipfel, County Surveyor (dated December 1, 1936) excepting Lot One (1) and East Nine (9) acres of Lot Two (2);

Section 1: That portion of the N $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, and W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying North of Albany County Road No. 222 (known as Hermosa Road;

Section 12: All;

Section 13: All;

Section 20: Approx. 66 acres in SE $\frac{1}{4}$;

Section 22: S $\frac{1}{2}$;

Section 23: All, less right of way;

Section 24: N $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$;

Section 25: All;

Section 26: All;

Section 27: All;

Section 28: N $\frac{1}{2}$; N $\frac{1}{2}$ S $\frac{1}{2}$;

Section 35: That portion lying northerly of East-West County Road.

Property Group 2:

Township 13 North, Range 72 West of the 6th P.M., Albany County, Wyoming

Section 13: NE¼

Property Group 3:

Township 13 North, Range 71 West of the 6th P.M., Albany County, Wyoming

Section 19: A 257 acre (more or less) tract of land more particularly described as follows:

Beginning at the NW corner of said Section 19; Thence N 89°44'E 5248.8 feet to the NE corner of said Section 19; Thence S 0°25' E 1123.9 feet along the easterly line of said Section 19 to a point on the Northerly right of way fence of the Union Pacific Railroad; Thence S 58°27' W 205.4 feet along said fence; Thence S 65°35' W 143.3 feet along said fence; Thence S 61°55' W 114.1 feet along said fence; Thence S 64°52' W 115.0 feet along said fence; Thence S 62°42' W 154.3 feet along said fence; Thence S 80°30' W 267.2 feet along said fence; Thence S 60°02' W 853.2 feet along said fence; Thence S 62°11' W 373.4 feet along said fence; Thence N 65°42' W 108.5 feet along said fence; Thence S 63°05' W 368.2 feet along said fence; Thence S 57°26' W 97.3 feet along said fence; Thence S 62°52' W 333.9 feet along said fence; Thence S 65°47' W 184.9 feet along said fence; Thence S 71°39' W 196.9 feet along said fence; Thence S 78°10' W 190.6 feet along said fence; Thence S 86°15' W 210.6 feet along said fence; Thence N 88°52' W 130.5 feet along said fence; Thence N 85°09' W 130.5 feet along said fence; Thence N 82°06' W 113.2 feet along said fence; Thence N 80°46' W 1388.7 feet along said fence to a point on the west line of said Section 19; Thence N 0°37' E 2350.1 feet along said west line to the Point of Beginning.

5/17/2019 11:35 AM

#2019-2088 1 OF 7

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

ConnectGen Albany County LLC
c/o ConnectGen Operating LLC
1001 McKinney, Suite 700
Houston, Texas 77002
Attention: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of April 29th, 2019 by and between Craig Angus Ranch Land, LLC, a Wyoming limited liability company, ("Landowner"), and ConnectGen Albany County LLC, a Delaware limited liability company ("Renewables Company").

RECITALS:

WHEREAS, Landowner and Renewables Company have entered into a Wind Energy Lease and Easement Agreement dated as of the date first written above with respect to property more specifically described herein for, among other things, the development, installation, construction, operation and maintenance of wind-powered turbines, generators, and associated appurtenances and facilities, including easements relating to such activity (as heretofore or hereinafter amended, restated or supplemented from time to time, the "Lease and Easement Agreement") covering the following described land located in Albany County, Wyoming; and

WHEREAS, Landowner and Renewables Company desire to set forth certain terms and conditions of the Lease and Easement Agreement in a manner suitable for recording in the Public Records of Albany County, Wyoming, in order to provide record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the land subject to the Lease and Easement Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Lease and Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. **Description of Property.** The land subject to the Lease and Easement Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").
2. **Grant of Lease and Easements.** Subject to the terms and conditions more particularly set forth in the Lease and Easement Agreement, without limitation, Landowner has leased to Renewables Company, and Renewables Company has leased from Landowner, the Property for the purpose of converting wind energy to electricity and utilizing the air and wind resources of the Property and undertaking activities and operations on the Property in connection therewith, including without limitation (i) determining the feasibility of wind energy conversion on the Property or other property, including studies of wind speed, wind direction and other meteorological data, as well as performing other tests and studies as Renewables Company may desire, including, but not limited to, environmental, avian and cultural assessments, and geotechnical, foundation and soil tests; (ii) converting wind energy into electrical energy, and collecting and transmitting the electrical energy; (iii) developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and

removing from time to time, and using, maintaining, repairing, operating and monitoring, the Renewables Company Facilities; (iv) vehicular and pedestrian ingress, egress and access to and from Renewables Company Facilities whether located on or off Landowner's Property on, over and across the Property; (v) implementing, operating and maintaining security deemed appropriate by Renewables Company with respect to the Renewables Company Facilities; (vi) undertaking any other activities that Renewables Company determines are reasonably necessary or appropriate to accomplish any of the foregoing purposes or for the benefit of a Project, including but not limited to conducting surveys, tests, geotechnical drilling, other studies, and other uses permitted under this Lease; and (vii) the other Lease Rights defined therein, all as set forth in the Lease and Easement Agreement. In addition to the Lease Rights, Landowner grants, conveys, transfers and warrants to Renewables Company, its successors and assigns the following easements during the term and subject to the provisions of the Lease and Easement Agreement:

- (a) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;
- (b) An exclusive easement to permit the rotors of Generating Units located on adjacent properties in any Project to overhang the Property;
- (c) A non-exclusive easement for the Access Rights;
- (d) A non-exclusive easement to permit the Renewables Company Facilities located on the Property, on adjacent property or elsewhere to affect the Property, including without limitation visual and non-visual and audible and non-audible effects;
- (e) An exclusive easement to develop, construct, reconstruct, erect, install, improve, replace, relocate and remove from time to time, and use, maintain, repair, operate and monitor wind turbines and meteorological towers;
- (f) An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes, together with the right to temporary earthmoving as necessary to build suitable access routes for said easement;
- (g) A non-exclusive easement and right to install, maintain, repair and operate on the Property underground (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to and from the Property, communication lines which carry communications to and from the Property, and other above ground improvements or fixtures associated with any of the foregoing;
- (h) A non-exclusive easement and right to install, maintain, repair and operate on the Property high-voltage transmission lines ("Transmission Lines") which carry electrical energy to and/or from the Property and communication lines which carry communications to and from the Property and other above ground improvements or fixtures associated with any of the foregoing;
- (i) A non-exclusive easement on the Property for the installation of utilities in the road right of way and, if necessary, with governmental approval, for the widening and improving of public roads and an appurtenant construction easement to windrow or stockpile the topsoil when extending the ditches of the roads;

- (j) A non-exclusive construction easement for purposes of constructing, maintaining, repairing, replacing, and removing from time to time all or any part or element of the Renewables Company Facilities whether located on or off the Property (the "**Construction Easement**");
 - (k) One or more exclusive easements for the construction, operation, maintenance and occupancy of one or more substations, operations and maintenance buildings and temporary or permanent lay-down areas; and
 - (l) An easement to undertake any such other activities that Renewables Company determines are necessary in connection with, and incidental to, any of the foregoing Easements, including the right to remove vegetation on the Property as needed to operate and maintain the Renewables Company Facilities and to comply with applicable laws, regulations, standards, orders and permit conditions.
3. **Term of Lease and Easement Agreement.** The Term of the Lease and Easement Agreement includes an initial seven (7) year Development Term. In addition, if the Lease and Easement Agreement is extended for construction and operation, the Operations Term of the Agreement is thirty (30) years from the Operations Date. Renewables Company may extend the Operations Term by up to two (2) additional fifteen-year terms commencing on the last day of the original or extended Operations Term, as the case may be, by giving Landowner written notice of such extension on or prior to expiration of the then-current Operations Term. Renewables Company shall have the unilateral right (and Landowner hereby grants Renewables Company the right) to record a memorandum or notice of such extension in the real property records of the county in which the Property is located. The Agreement will be deemed to have terminated upon expiration of the term as defined in the Lease and Easement Agreement. [A written termination of the Memorandum shall be filed by Renewables Company with the Public Land Records of the county and state where said Property is located. In the event a written termination or release of the Memorandum is not accomplished pursuant to the terms of the Lease, in particular within the time period provided to Renewables Company to do so, Landowner shall have the unilateral right to terminate this Memorandum by recording a memorandum executed by the Landowner stating that the Lease has terminated with respect to all or a portion of the Property and all persons shall be entitled to rely upon such termination].
4. **Successors and Assigns.** The terms of this Memorandum and the Lease and Easement Agreement are covenants running with and burdening the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Renewables Company include their respective successors and assigns. References to the Lease and Easement Agreement include any amendments thereto.
5. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the Public Records of Albany County, Wyoming, in order to provide public record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the Property subject to the Lease and Easement Agreement. The entire Lease and Easement Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Lease and Easement Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Lease and Easement Agreement, the terms of the Lease and Easement

Agreement shall prevail. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

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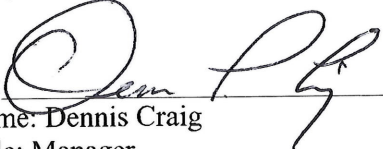
ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

5/17/2019 11:35 AM #2019-2088 4 OF 7

IN WITNESS WHEREOF, the parties hereto have made and entered into this Memorandum as of the day and year first written above.

Landowner:

CRAIG ANGUS RANCH LAND, LLC,
a Wyoming limited liability company

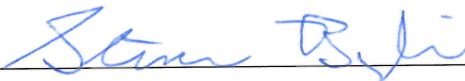
By: 
Name: Dennis Craig
Title: Manager

ACKNOWLEDGMENT

STATE OF Colorado §
§
COUNTY OF Laramie §

This instrument was acknowledged before me this 5th day of March, 2019,
by Dennis Craig, Manager of Craig Angus Ranch Land, LLC, a Wyoming limited liability company, on
behalf of such limited liability company.

Seal, Steven Burglin
Notary Public
if any State of Colorado
Notary ID 20094043089
My Commission Expires January 23, 2022


Notary
My commission expires: 01/23/2022

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

5/17/2019 11:35 AM #2019-2088 5 OF 7

Renewables Company:

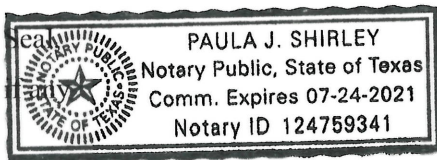
ConnectGen Albany County LLC
a Delaware limited liability company

By: Jayshree Desai *JD*
Jayshree Desai, President

ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me this 29 day of April, 2019,
by Jayshree Desai, President of ConnectGen Albany County LLC, a Delaware limited liability company,
on behalf of said limited liability company.



Paula J. Shirley
Notary
My commission expires: 7-24-21

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

5/17/2019 11:35 AM #2019-2088 6 OF 7

EXHIBIT A

PROPERTY DESCRIPTION

Township 12 North, Range 72 West of the 6th P.M.

Section 7: All
Section 17: All
Section 18: E1/2
Section 19: Lots 1, 2, 3, 4

Township 12 North, Range 73 West of the 6th P.M.

Section 12: S1/2
Section 13: All

Situate in the county of Albany in the State of Wyoming

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK



5/17/2019 11:35 AM

#2019-2088 7 OF 7

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

5/17/2019 11:35 AM

#2019-2090 1 OF 9

ConnectGen Albany County LLC
c/o ConnectGen Operating, LLC
1001 McKinney, Suite 700
Houston, Texas 77002
Attention: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of April 17, 2019 by and between **John B. Parker, Trustee of the John B. Parker and Shaaron B. Parker Family Trust dated November 22, 1995** ("Landowner"), and **ConnectGen Albany County LLC** ("Renewables Company").

RECITALS:

WHEREAS, Landowner and Renewables Company have entered into a Wind Energy Lease and Easement Agreement dated as of the date first written above with respect to property more specifically described herein for, among other things, the development, installation, construction, operation and maintenance of wind-powered turbines, generators, and associated appurtenances and facilities, including easements relating to such activity (as heretofore or hereinafter amended, restated or supplemented from time to time, the "Lease and Easement Agreement") covering the following described land located in Albany County, Wyoming; and

WHEREAS, Landowner and Renewables Company desire to set forth certain terms and conditions of the Lease and Easement Agreement in a manner suitable for recording in the Public Records of Albany County, Wyoming, in order to provide record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the land subject to the Lease and Easement Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Lease and Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. **Description of Property.** The land subject to the Lease and Easement Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").

2. **Grant of Lease and Easements.** Subject to the terms and conditions more particularly set forth in the Lease and Easement Agreement, without limitation, Landowner has leased to Renewables Company, and Renewables Company has leased from Landowner, the Property for the purpose of converting wind energy to electricity and utilizing the air and wind resources of the Property and undertaking activities and operations on the Property in connection therewith, including without limitation (i) determining the feasibility of wind energy conversion on the Property or other property, including studies of wind speed, wind direction and other meteorological data, as well as performing other tests and studies as Renewables Company may desire, including, but not limited to, environmental, avian and cultural assessments, and geotechnical, foundation and soil tests; (ii) converting wind energy into electrical energy, and collecting and transmitting the electrical energy; (iii) developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the Renewables Company Facilities; (iv) vehicular and pedestrian ingress, egress and access to and from Renewables Company Facilities whether located on or off Landowner's Property on, over and across the Property; (v) implementing, operating and maintaining security deemed appropriate by Renewables Company with respect to the Renewables Company Facilities; (vi) undertaking any other activities that Renewables Company determines are reasonably necessary or appropriate to accomplish any of the foregoing purposes or for the benefit of a Project, including but not limited to conducting surveys, tests, geotechnical drilling, other studies, and other uses permitted under this Lease; and (vii) the other Lease Rights defined therein. In addition to the Lease Rights, Landowner grants, conveys, transfers and warrants to Renewables Company, its successors and assigns the following easements:

(a) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;

(b) An exclusive easement to permit the rotors of Generating Units located on adjacent properties in any Project to overhang the Property;

(c) A non-exclusive easement for the Access Rights;

(d) A non-exclusive easement to permit the Renewables Company Facilities located on the Property, on adjacent property or elsewhere to affect the Property, including without limitation visual and non-visual and audible and non-audible effects;

(e) An exclusive easement to develop, construct, reconstruct, erect, install, improve, replace, relocate and remove from time to time,

and use, maintain, repair, operate and monitor wind turbines and meteorological towers;

(f) An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes, together with the right to temporary earthmoving as necessary to build suitable access routes for said easement;

(g) A non-exclusive easement and right to install, maintain, repair and operate on the Property underground (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to and from the Property, communication lines which carry communications to and from the Property, and other above ground improvements or fixtures associated with any of the foregoing;

(h) A non-exclusive easement and right to install, maintain, repair and operate on the Property high-voltage transmission lines ("Transmission Lines") which carry electrical energy to and/or from the Property and communication lines which carry communications to and from the Property and other above ground improvements or fixtures associated with any of the foregoing;

(i) A non-exclusive easement on the Property for the installation of utilities in the road right of way and, if necessary, with governmental approval, for the widening and improving of public roads and an appurtenant construction easement to windrow or stockpile the topsoil when extending the ditches of the roads;

(j) A non-exclusive construction easement for purposes of constructing, maintaining, repairing, replacing, and removing from time to time all or any part or element of the Renewables Company Facilities whether located on or off the Property (the "Construction Easement");

(k) One or more exclusive easements for the construction, operation, maintenance and occupancy of one or more temporary lay-down areas; and

(l) An easement to undertake any such other activities that Renewables Company determines are necessary in connection with, and incidental to, any of the foregoing Easements, including the right to remove vegetation on the Property as needed to operate and maintain the Renewables Company Facilities and to comply with applicable laws, regulations, standards, orders and permit conditions.

Additionally, Landowner has granted Renewables Company an option to purchase a portion of the Property for locating a switchyard, substation,

and/or operations and maintenance building as more particularly described in, and subject to the terms and conditions of, the Lease and Easement Agreement.

3. **Term of Lease and Easement Agreement.** The Term of the Lease and Easement Agreement includes an initial seven (7) year Development Term. In addition, if the Lease and Easement Agreement is extended for construction and operation, the Operations Term of the Agreement is thirty (30) years from the Operations Date. Renewables Company may extend the Operations Term by up to two (2) additional fifteen-year terms commencing on the last day of the original or extended Operations Term, as the case may be, by giving Landowner written notice of such extension on or prior to expiration of the then-current Operations Term. Renewables Company shall have the unilateral right (and Landowner hereby grants Renewables Company the right) to record a memorandum or notice of such extension in the real property records of the county in which the Property is located. The Agreement will be deemed to have terminated upon expiration of the term as defined in the Lease and Easement Agreement. A written termination of the Lease and Easement Agreement shall be filed with the Public Land Records of the county and state where said Property is located.

4. **Successors and Assigns.** The terms of this Memorandum and the Lease and Easement Agreement are covenants running with and burdening the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Renewables Company include their respective successors and assigns. References to the Lease and Easement Agreement include any amendments thereto.

5. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the Public Records of Albany County, Wyoming, in order to provide public record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the Property subject to the Lease and Easement Agreement. The entire Lease and Easement Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Lease and Easement Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Lease and Easement Agreement, the terms of the Lease and Easement Agreement shall prevail. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Renewables Company and Landowner have executed this Lease to be effective as of the Effective Date.

Landowner

John B. Parker, Trustee of the John B.
Parker and Shaaron B. Parker Family
Trust dated November 22, 1995

By: John B. Parker TT
John B. Parker, Trustee

Renewables Company

ConnectGen Albany County LLC
a Delaware limited liability company

By: Jayshree Desai JK

Name: Jayshree Desai
Title: President

LANDOWNER ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
 COUNTY OF DENVER)

On the 15TH day of APRIL, 2019, before me, the undersigned, a notary public in and for said state, personally appeared John B. Parker, as Trustee of the John B. Parker and Shaaron B. Parker Family Trust dated November 22, 1995, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his indicated capacity, and that by his signature on the instrument, the trust upon behalf of which the individual acted, executed the instrument, as the free and voluntary act and deed of the said trust for the uses and purposes therein set forth.



Notary Public

My commission expires: 2.1.22

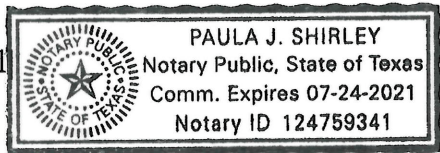
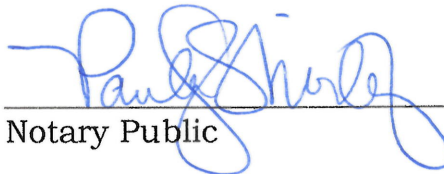
TORY ADAMS
 Notary Public - State of Colorado
 Notary ID 20184005495
 My Commission Expires Feb 1, 2022

RENEWABLES COMPANY ACKNOWLEDGMENT

STATE OF Texas)
) ss.
 COUNTY OF Harris)

This instrument was acknowledged before me on this 17 day of April, 2019, by Jayshree Desai as the President of ConnectGen Albany County LLC, a Delaware limited liability company, on behalf of such limited liability company.

[Seal]

Notary Public

My commission expires:

7-24-2021

**EXHIBIT A TO MEMORANDUM OF WIND ENERGY LEASE
AND EASEMENT AGREEMENT**

PROPERTY DESCRIPTION

The following tracts of land located in Albany County, Wyoming:

In Township 13 North, Range 72 West of the 6th P.M., Albany County, Wyoming

Section 18: All of the SE $\frac{1}{4}$, the E $\frac{1}{2}$ SW $\frac{1}{4}$ and Lots 3 and 4, EXCEPTING THEREFROM any portion thereof lying South and West of Wyoming State Highway No. 287.

Section 19: All lying North and East of Wyoming State Highway No. 287 and North of Hermosa Road as said road is more particularly described in Affidavit of Surveyor recorded November 2, 1998 as Doc #: 1998-7787 of the Records of Albany County, Wyoming,

EXCEPTING THEREFROM a tract of land more particularly described as follows: Beginning at the Quarter corner on the South line of Section 19 in said Township and Range; thence N. 11°43' E., 2250 feet; thence N. 37°58' W., 14 feet to the Southeast corner of said tract of land; Beginning at the Southeast corner of said tract of land; thence N. 52°02' E., 207 feet; thence N. 37°58' W., 260 feet; thence S. 52°02' W., 207 feet; thence S. 37°58' E., 260.0 feet to the place of beginning of said Tract.

Section 20: All of the NW $\frac{1}{4}$ lying outside of the Union Pacific Railroad Company's railroad right-of-way and north of Hermosa Road as said road is more particularly described in Affidavit of Surveyor recorded November 2, 1998 as Doc #: 1998-7787 of the Records of Albany County, Wyoming.

Section 28: All that portion of the S $\frac{1}{2}$ S $\frac{1}{2}$ lying North and East of the present day US Highway 287 as described in Warranty Deed from Gene E. Fischer and Marylynn A. Fischer, husband and wife, to The State Highway Commission of Wyoming recorded August 30, 1983 in Book 331 of Microfilm Records at page 60 EXCEPTING THEREFROM any portion of the land conveyed to Albany County in Quit Claim Deed recorded October 22, 1929 in Book U of Deed Records at page 301.

Section 33: All that portion lying North and East of the present day US Highway 287 as described in Warranty Deed from Gene E. Fischer

and Marylynn A. Fischer, husband and wife, to The State Highway Commission of Wyoming recorded August 30, 1983 in Book 331 of Microfilm Records at page 60 right of way EXCEPTING THEREFROM any portion of the land conveyed to Albany County in Quit Claim Deed recorded July 11, 1929 in Book U of Deed Records at page 291.

Section 34: All

Township 13 North, Range 73 West of the 6th P.M., Albany County, Wyoming

Section 13: All of the SE $\frac{1}{4}$ lying North and East of Wyoming State Highway No. 287,

EXCEPTING THEREFROM any portion thereof lying within the following described tract of land: Beginning at the East quarter corner of Section 13, Township 13 North, Range 73 West, 6th P.M.; thence N. 88°45' W. along the East and West center line of the Section, 2690 feet; thence S. 08°15' E., 1114 feet; thence East to a point on the East line of the Section, which is 1100 feet South of the East quarter corner of Section 13; thence North on the East line of the Section, 1100 feet to the Point of Beginning, but Excepting from this tract any portion thereof which lies within the following described tract: Beginning at a point which is N. 0°46' E., 1320 feet from the SE corner of Section 13; thence N. 0°46' E., 1300 feet; thence N. 89°14' W., 1050 feet; thence S. 33°17' E., 865 feet; thence through a 0°30'20" curve to the left, 623.1 feet; thence S. 36°26' E., 114 feet; thence S. 89°14' E., 150 feet to the Point of Beginning.

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

ConnectGen Albany County LLC
c/o ConnectGen Operating, LLC
1001 McKinney, Suite 700
Houston, Texas 77002
Attention: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of June 7th, 2019 by and between **David M. Kilpatrick and Nikki V. Malcom**, husband and wife (collectively "Landowner"), and **ConnectGen Albany County LLC** ("Renewables Company").

RECITALS:

WHEREAS, Landowner and Renewables Company have entered into a Wind Energy Lease and Easement Agreement dated as of the date first written above with respect to property more specifically described herein for, among other things, the development, installation, construction, operation and maintenance of wind-powered turbines, generators, and associated appurtenances and facilities, including easements relating to such activity (as heretofore or hereinafter amended, restated or supplemented from time to time, the "Lease and Easement Agreement") covering the following described land located in Albany County, Wyoming; and

WHEREAS, Landowner and Renewables Company desire to set forth certain terms and conditions of the Lease and Easement Agreement in a manner suitable for recording in the Public Records of Albany County, Wyoming, in order to provide record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the land subject to the Lease and Easement Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Lease and Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. **Description of Property.** The land subject to the Lease and Easement Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").

2. **Grant of Lease and Easements.** Subject to the terms and conditions more particularly set forth in the Lease and Easement Agreement, without limitation, Landowner has leased to Renewables Company, and Renewables Company has leased from Landowner, the Property for the purpose of converting wind energy to electricity and utilizing the air and wind resources of the Property and undertaking activities and operations on the Property in connection therewith, including without limitation (i) determining the feasibility of wind energy conversion on the Property or other property, including studies of wind speed, wind direction and other meteorological data, as well as performing other tests and studies as Renewables Company may desire, including, but not limited to, environmental, avian and cultural assessments, and geotechnical, foundation and soil tests; (ii) converting wind energy into electrical energy, and collecting and transmitting the electrical energy; (iii) developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the Renewables Company Facilities; (iv) vehicular and pedestrian ingress, egress and access to and from Renewables Company Facilities whether located on or off Landowner's Property on, over and across the Property; (v) implementing, operating and maintaining security deemed appropriate by Renewables Company with respect to the Renewables Company Facilities; (vi) undertaking any other activities that Renewables Company determines are reasonably necessary or appropriate to accomplish any of the foregoing purposes or for the benefit of a Project, including but not limited to conducting surveys, tests, geotechnical drilling, other studies, and other uses permitted under the Lease and Easement Agreement; and (vii) the other Lease Rights defined therein. In addition to the Lease Rights, Landowner grants, conveys, transfers and warrants to Renewables Company, its successors and assigns the following easements:

(a) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;

(b) An exclusive easement to permit the rotors of Generating Units located on adjacent properties in any Project to overhang the Property;

(c) A non-exclusive easement for the Access Rights;

(d) A non-exclusive easement to permit the Renewables Company Facilities located on the Property, on adjacent property or elsewhere to affect the Property, including without limitation visual and non-visual and audible and non-audible effects;

(e) An exclusive easement to develop, construct, reconstruct, erect, install, improve, replace, relocate and remove from time to time, and

use, maintain, repair, operate and monitor wind turbines and meteorological towers;

(f) An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes, together with the right to temporary earthmoving as necessary to build suitable access routes for said easement;

(g) A non-exclusive easement and right to install, maintain, repair and operate on the Property underground (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to and from the Property, communication lines which carry communications to and from the Property, and other above ground improvements or fixtures associated with any of the foregoing;

(h) A non-exclusive easement and right to install, maintain, repair and operate on the Property high-voltage transmission lines ("Transmission Lines") which carry electrical energy to and/or from the Property and communication lines which carry communications to and from the Property and other above ground improvements or fixtures associated with any of the foregoing;

(i) A non-exclusive easement on the Property for the installation of utilities in the road right of way and, if necessary, with governmental approval, for the widening and improving of public roads and an appurtenant construction easement to windrow or stockpile the topsoil when extending the ditches of the roads;

(j) A non-exclusive construction easement for purposes of constructing, maintaining, repairing, replacing, and removing from time to time all or any part or element of the Renewables Company Facilities whether located on or off the Property (the "Construction Easement");

(k) One or more exclusive easements for the construction, operation, maintenance and occupancy of one or more temporary lay-down areas; and

(l) An easement to undertake any such other activities that Renewables Company determines are necessary in connection with, and incidental to, any of the foregoing Easements, including the right to remove vegetation on the Property as needed to operate and maintain the Renewables Company Facilities and to comply with applicable laws, regulations, standards, orders and permit conditions.

Additionally, Landowner has granted Renewables Company an option to purchase a portion of the Property for locating a switchyard, substation, and/or

operations and maintenance building as more particularly described in, and subject to the terms and conditions of, the Lease and Easement Agreement.

3. **Term of Lease and Easement Agreement.** The Term of the Lease and Easement Agreement includes an initial seven (7) year Development Term. In addition, if the Lease and Easement Agreement is extended for construction and operation, the Operations Term of the Agreement is thirty (30) years from the Operations Date. Renewables Company may extend the Operations Term by up to two (2) additional fifteen-year terms commencing on the last day of the original or extended Operations Term, as the case may be, by giving Landowner written notice of such extension on or prior to expiration of the then-current Operations Term. Renewables Company shall have the unilateral right (and Landowner hereby grants Renewables Company the right) to record a memorandum or notice of such extension in the real property records of the county in which the Property is located. The Agreement will be deemed to have terminated upon expiration of the term as defined in the Lease and Easement Agreement. A written termination of the Lease and Easement Agreement shall be filed with the Public Land Records of the county and state where said Property is located.

4. **Successors and Assigns.** The terms of this Memorandum and the Lease and Easement Agreement are covenants running with and burdening the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Renewables Company include their respective successors and assigns. References to the Lease and Easement Agreement include any amendments thereto.

5. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the Public Records of Albany County, Wyoming, in order to provide public record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the Property subject to the Lease and Easement Agreement. The entire Lease and Easement Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Lease and Easement Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Lease and Easement Agreement, the terms of the Lease and Easement Agreement shall prevail. This instrument may for convenience be executed in any number of original counterparts, each

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

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#2019-2603 4 OF 10

of which shall be an original and all of which taken together shall constitute one instrument.

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ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

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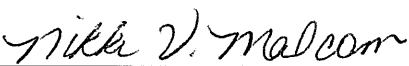
#2019-2603 5 OF 10

IN WITNESS WHEREOF, Renewables Company and Landowner have executed this Memorandum to be effective as of the Effective Date.

Landowner

David M. Kilpatrick and Nikki V. Malcom, husband and wife, tenants by the entireties

By: 
David M. Kilpatrick

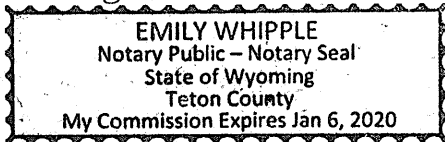
By: 
Nikki V. Malcom

[ACKNOWLEDGMENTS FOLLOW]

LANDOWNER ACKNOWLEDGMENTS

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

On the 4TH day of JUNE, 2019, before me, the undersigned, a notary public in and for said state, personally appeared **David M. Kilpatrick**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his indicated capacity.

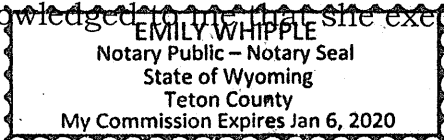


[Signature]
Notary Public

My commission expires: JAN 6, 2020

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

On the 5TH day of JUNE, 2019, before me, the undersigned, a notary public in and for said state, personally appeared **Nikki V. Malcom**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her indicated capacity.



[Signature]
Notary Public

My commission expires: JAN 6, 2020

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
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Renewables Company

ConnectGen Albany County LLC
a Delaware limited liability company

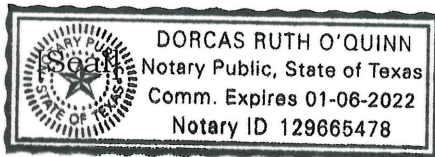
By: Jayshree Desai JK

Name: Jayshree Desai
Title: President

RENEWABLES COMPANY ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on this 7th day of June, 2019, by Jayshree Desai as the President of ConnectGen Albany County LLC, a Delaware limited liability company, on behalf of such limited liability company.



Dorcas Ruth O'Quinn
Notary Public

My commission expires:

1/6/2022

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

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**EXHIBIT A TO MEMORANDUM OF WIND ENERGY LEASE
AND EASEMENT AGREEMENT**

PROPERTY DESCRIPTION

The following tracts of land located in Albany County, Wyoming:

Township 12 North, Range 72 West of the 6th P.M., Albany County, Wyoming

Section 6: All.

Township 13 North, Range 72 West of the 6th P.M., Albany County, Wyoming

A parcel of land in the South ½ of Section 19 and the North ½ of Section 30, Township 13 North, Range 73 West of the 6th P.M., Albany County, Wyoming, being more particularly described as follows:

Beginning at the intersection of the westerly line of Section 30 and the centerline of Cherokee Road, which lies South 01°04'04" West 1012.97 feet from the Northwest corner of said Section 30 and proceeding along the centerline of Cherokee Road the following courses:

Thence North 84°38'35" East 3.38 feet;
Thence North 84°43'48" East 242.42 feet;
Thence North 82°14'19" East 103.20 feet;
Thence through a circular curve to the left having a radius of 388.82 feet, a length of 178.03 feet and a central angle of 26°14'01";
Thence North 55°59'42" East 94.64 feet;
Thence North 54°25'03" East 400.10 feet;
Thence North 52°54'17" East 277.08 feet;
Thence North 51°27'25" East 105.38 feet;
Thence through a circular curve to the left having a radius of 945.58 feet, a length of 269.63 feet and a central angle of 16°20'17";
Thence North 35°07'08" East 190.03 feet;
Thence North 33°25'48" East 356.25 feet;
Thence through a circular curve to the left having a radius of 1268.86 feet, a length of 343.70 feet and a central angle of 15°31'11";
Thence North 48°56'59" East 792.20 feet;
Thence North 47°45'13" East 258.30 feet;
Thence South 42°21'51" East 1177.66 feet;
Thence South 20°28'19" East 949.32 feet;
Thence South 12°12'26" East 2218.07 feet, to the East/West centerline of said Section 30;

Thence North 89°06'19" West along Said East/West centerline 4348.99 feet to the West quarter corner of said Section 30, monumented with a 3 ½ inch diameter aluminum cap on a 5/8 inch diameter by 24 inch reinforcing bar stamped "CES, T13N R72W,R73W, 1/4 25/30 2005 PELS 4259";

Thence North 01°04'04" East on the West line of said Section 30 a distance of 1641.72 feet, to the point of beginning, containing an area of 256.77 acres, more or less.

The basis of bearing is North 01°04'04" East on the West line of Section 30;

Section 31: All.

AFTER RECORDING RETURN TO:
ConnectGen Albany County LLC
c/o ConnectGen Operating LLC
1001 McKinney, Suite 700
Houston, Texas 77002
Attention: General Counsel

COLLECTION EASEMENT AGREEMENT

STATE OF WYOMING §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF ALBANY §

THIS COLLECTION EASEMENT AGREEMENT (this "**Agreement**") is made, dated and effective as of November 4th, 2019 (the "**Effective Date**"), between **Donald L. Goeman, Trustee of the Donald L. Goeman Revocable Trust ("Grantor")**, and **ConnectGen Albany County LLC**, a Delaware limited liability company, whose principal business address is 1001 McKinney St, Suite 700, Houston, TX 77002 ("**Renewables Company**"), and in connection herewith, Grantor and Renewables Company agree, covenant and contract as set forth in this Agreement. Grantor and Renewables Company are sometimes referred to in this Agreement as a "**Party**" or collectively as the "**Parties**".

RECITALS

- A. Grantor owns certain real property located in Albany County, Wyoming, described on Exhibit A and depicted on Exhibit A-1, attached hereto and by this reference made a part hereof (the "**Easement Area**").
- B. Renewables Company is developing and intends to construct and operate a wind energy project comprised of one or more wind power generation facilities in the vicinity of the Easement Area (the "**Solar Project**").
- C. Renewables Company desires to obtain a collection easement and related rights over the Easement Area, and Grantor desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. Grant of Easements.

(a) Grant.

(i) Collection Easement. Grantor hereby grants, conveys, transfers and warrants to Renewables Company and Renewables Company's successors and assigns an exclusive easement (the "**Collection Easement**") on, over, under and across the Easement Area for constructing, erecting, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, improving, maintaining, storing, repairing and operating the following: (a) aboveground and/or underground electrical distribution, transmission and communications facilities, including without limitation aboveground or underground transmission lines, wires, and cables, up to one (but no more than one) set of support towers and poles, together with related conduit, footings, foundations, cross-arms, guy wires, anchors, circuit breakers, electric transformers, and (b) aboveground and/or underground control, communications, and radio relay systems and telecommunications equipment, including without limitation fiber, wires, cables, conduit and poles, all for the transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances and fixtures for use in connection with said lines (the foregoing collectively being referred to herein as the "**Collection Facilities**") together with the right to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate to service the Collection Facilities, regardless where located. Grantor hereby agrees that the Collection Easement hereby granted shall apply to the actual location of the Collection Facilities and applicable right of way when constructed (following the Construction Completion Date, defined below).

Within sixty (60) days of the date of the completion of the construction of the Collection Facilities on the Easement Area (the "**Construction Completion Date**"), Renewables Company shall have an "as built" survey prepared of the actual location of the Collection Facilities, and such portions of the "as built" survey applicable to the Collection Facilities shall be incorporated into this Agreement as Exhibit A and Exhibit A-1, as applicable, and shall serve as the final location of the Easement. If requested by Renewables Company, Grantor shall execute a recordable instrument which adopts the final "as built" metes and bounds description of the Easement Area to incorporate the description into Exhibit A and/or Exhibit A-1, as applicable, of this Agreement (the "**Easement Amendment**"); **provided, however**, Grantor's execution of such recordable instrument is not required and Renewables Company may unilaterally execute and record such instrument. Renewables Company may record the Easement Amendment in the real property records of the county in which the Easement Area is located. Following the Construction Completion Date, the Easement Area described on Exhibit A shall be reduced to seventy five (75) feet in width; provided, however, this reduction shall not be construed to limit the Construction Easement described in Section 1(iv) below with the understanding that the Construction Easement granted under Section 1(iv) is intended to be within thirty-seven and one half (37.5) feet outside of both sides of the Easement Area, or seventy-five (75) feet on either side of the centerline of the Collection Easement. In the event Renewables Company elects to install and operate underground Collection Facilities, Renewables Company agrees to bury all such underground Collection Facilities at least thirty-six (36") inches below grade level or existing structures during construction and operation using the methods described herein or substantially similar methods.

(ii) Access Easement. Grantor hereby grants, conveys, transfers and warrants to Renewables Company and its employees, contractors, subcontractors, agents, successors and assigns, a non-exclusive easement ("**Access Easement**") on, over, under and across the Easement Area, and on, over, under and across any and all vehicular and pedestrian access routes to and from the Easement Area, in order to: conduct any studies, tests or inspections that Renewables Company deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, and transmission and interconnection studies; access the Easement Area; construct and maintain roadways to provide access to the Easement Area for the purposes stated in this Agreement; exercise the rights granted in this Agreement; and install, construct, operate, maintain, repair, replace, relocate, remove or inspect the Collection Facilities.

If access to, from or across the Easement Area is obstructed by fences, Renewables Company shall have the right to cut and install gates in such fences, which shall remain closed and locked when not being used. Before Renewables Company cuts any fence, the fence so cut must be braced adequately and reasonably on both sides of the cut to prevent slackening of the fence. With respect to any such gates installed by Renewables Company, or any other gates installed by Grantor through which Renewables Company is required to pass for access to and from the Easement Area, Renewables Company or Grantor, as applicable, shall provide the other party with keys or combinations for the locks to such gates. For the avoidance of doubt, wherever reasonably practical, Renewables Company shall utilize existing roadways on the Easement Area.

(iii) Clearance Easement. Grantor hereby grants, conveys, transfers and warrants to Renewables Company a non-exclusive easement and right (the "**Clearance Easement**") to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation, and fire and electrical hazards now or hereafter existing in the Easement Area or any roadway area now or hereafter providing access thereto, and trim, cut down and remove any trees, brush, vegetation or fire or electrical hazards located outside of the Easement Area now or hereafter on the Easement Area which might interfere with or endanger the Collection Facilities, or the construction or maintenance thereof, as determined by Renewables Company.

(iv) Construction Easement. To accommodate the construction, replacement, repair and/or maintenance of the Collection Facilities, Renewables Company and its employees, contractors, subcontractors and agents may make reasonable, temporary use of the portion of the Easement Area that is thirty-seven and one half (37.5) feet on either side of the outside of the Easement Area (the "**Construction Easement**", collectively with the Collection Easement, the Access Easement and the Clearance Easement, sometimes herein called the "**Easement**"). For the avoidance of doubt, the Easement Area, including the Construction Easement, shall be One Hundred Fifty (150) feet in width, seventy-five (75) feet on either side of the centerline of the Collection Easement area described in Section 1(a)(1) above.

(b) Reserved.

(c) Title to Collection Facilities. Renewables Company (and/or others to which Renewables Company shall assign or convey rights or an interest under this Agreement) shall at all times retain title to the Collection Facilities and shall have the right to remove them (or to allow them to be removed by an authorized third party) from the Easement Area at any time. Grantor shall have no ownership, lien, security or other interest in or to any Collection Facilities. Nothing in this Agreement, however, shall be construed as requiring Renewables Company to construct, install or operate the Collection Facilities or exercise the rights granted under any Easement.

(d) Easement In Gross. The Easement and other rights granted by Grantor in this Agreement are an EASEMENT IN GROSS for the benefit of Renewables Company, its successors and assigns, there being no real property benefiting from the easements and other rights granted in this Agreement, such easements and other rights being independent of any other lands or estates or interests in lands.

2. Term.

(a) Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of forty (40) years ("**Term**"). Notwithstanding the foregoing, in no event shall the term of this Agreement be longer than the longest period permitted by law.

(b) Renewables Company Termination. Notwithstanding anything to the contrary set forth in this Agreement, Renewables Company shall have the right at any time to terminate this Agreement and all of the rights, duties and obligations of the Parties under this Agreement, including without limitation any

payments from Renewables Company not yet due and payable, effective upon thirty (30) days' prior written notice given by Renewables Company to Grantor. In the event this Agreement is terminated by Renewables Company in accordance with this paragraph, Grantor authorizes Renewables Company to execute and record a notice of termination evidencing such termination.

(c) Removal Upon Termination. Upon termination of this Agreement under this Paragraph 2, or following the expiration of this Agreement pursuant to its terms, Renewables Company shall remove all of Renewables Company's Collection Facilities within the Easement Area, and where removed from the ground to no less than the greater of (i) thirty-six (36) inches below the surface of the land, or (ii) the depth required by applicable law. Following termination of this Agreement Renewables Company shall have a continuing easement to enter and access the Easement Area for purposes described in this paragraph; provided, however, that Renewables Company's obligations under this paragraph shall survive the termination hereof for a period of twelve (12) months.

3. Payments. In consideration of the rights granted in this Agreement, Renewables Company shall pay to Grantor those amounts set forth in the Payment Addendum attached hereto as Exhibit B and incorporated herein. The Parties agree that Exhibit B shall not be recorded.

4. Grantor's Representations, Warranties and Covenants. Grantor hereby represents, warrants and covenants as follows:

(a) Grantor's Authority. Grantor is the sole owner of the Easement Area, has good and indefeasible title to the Easement Area, and has the unrestricted right and authority to execute this Agreement and to grant Renewables Company the rights granted in this Agreement. Renewables Company shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the Term of this Agreement, without hindrance, and Grantor shall defend Renewables Company's right of use and occupancy to the same against the claims of all persons. When executed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms.

(b) No Interference. Grantor shall not, nor allow any other party to, (i) interfere with Renewables Company's use of the Easement Area for the purposes described in this Agreement, or Renewables Company's rights under this Agreement, (ii) affect the lateral support or structural soundness of the Collection Facilities; (iii) create an unsafe condition; or (iv) disrupt in any manner the use of the Collection Facilities by Renewables Company for the transmission of electric power. Without limiting the foregoing, Grantor shall not, within the Easement Area: erect or install any buildings, structures, paved roadways, tanks, antennas or other improvements; place or store flammable materials; plant trees; place water, sewer or drainage facilities; or alter the elevation of the existing ground surface by more than one (1) foot.

(c) Cooperation. Grantor shall assist and fully cooperate with Renewables Company (including signing in Grantor's name, if necessary) in applying for, complying with or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals or consents required for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Collection Facilities and any other improvements made by Renewables Company and permitted in this Agreement, all at no out of pocket expense to Grantor. Grantor shall take no actions (i) that would cause the Collection Facilities to fail to comply with any applicable laws, rules, regulations, permits, approvals or consents of any governmental authority having jurisdiction over the Easement Area, or (ii) in opposition to any of the foregoing, directly or indirectly.

(d) Liens. Except as disclosed in the official land title records office of the county in which the Easement Area is located (the "**Records Office**"), or as disclosed in writing by Grantor to Renewables Company prior to the Effective Date, to the best of Grantor's knowledge Grantor's fee simple title to the

Easement Area is free and clear of all liens, encumbrances, easements, leases, mortgages, deeds of trust, security interests, mineral, oil or gas rights, rights of first refusal, options to purchase, contracts, wind or solar development rights, claims and disputes (collectively, "**Liens**"). Renewables Company shall be entitled to obtain, and Grantor shall fully cooperate with and assist Renewables Company in obtaining, a subordination agreement, non-disturbance agreement or other appropriate agreement from each party holding a Lien that might interfere with Renewables Company's rights under this Agreement, at no out of pocket expense to Grantor.

(e) Taxes and Assessments. Renewables Company shall pay any increase in the real property taxes levied or assessed by any governmental authority upon the Easement Area as a result of the Collection Facilities installed on the Easement Area by Renewables Company, including any reclassification of the Easement Area as a result of the Collection Facilities or this Agreement, to the extent that such increase is not separately assessed to Renewables Company and paid directly by Renewables Company to the taxing authorities ("**Renewables Company Taxes**"). Except as expressly provided in the foregoing sentence, Renewables Company shall not be responsible for paying any taxes attributable to (a) improvements or facilities installed by Grantor or others on the Easement Area or (b) the underlying value of the Easement Area. If any taxes payable by Renewables Company hereunder are levied or assessed in the name of Grantor as part of the real property taxes payable by Grantor, then Renewables Company shall promptly reimburse Grantor for Renewables Company's proportionate share thereof, which share shall be mutually determined by the Parties in a fair and equitable manner; provided, however, that it is a condition to Grantor's right to reimbursement hereunder that Grantor submit the real property tax bill to Renewables Company within thirty (30) days after Grantor receives the bill from the taxing authority. Renewables Company shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Grantor and/or Renewables Company where appropriate or required), the legal validity or amount of any assessments or taxes the payment of which Renewables Company is responsible for hereunder. Grantor shall cooperate with Renewables Company in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Renewables Company may deem advisable to file), and Renewables Company shall reimburse Grantor for its reasonable out-of-pocket expenses incurred for such cooperation. Renewables Company shall have the right to pay its portion of the real property taxes directly to the taxing authority. Grantor shall pay its portion of the real property taxes, and if Grantor fails to do so, Renewables Company shall be entitled (but not obligated) to make payments in fulfillment of Grantor's obligations to the taxing authority and may offset the amount of such payments from amounts due Grantor under this Agreement.

Grantor will pay, prior to delinquency, all real and personal property and other taxes, general and special assessments, and other charges of every description levied or assessed against the Easement Area and all improvements thereon other than the Collection Facilities (collectively, "**Taxes**"). Within five (5) days of a request by the Renewables Company, Grantor shall provide Renewables Company with evidence that the entire amount of Taxes covering the Easement Area (other than the Renewables Company Taxes) has been paid. In the event Renewables Company does not timely receive such notice and in the further event that the Taxes have not been paid, Renewables Company may, but shall not be obligated to, pay the taxing authorities the entire amount (including, but not limited to, any interest and penalties set forth thereon) of Taxes due and Grantor shall reimburse Renewables Company such amount plus interest (computed from the date of Renewables Company's payment) plus interest at the rate of the lesser of five percent (5%) or Renewables Company may offset such amount, together with such interest, against any payments due Grantor under this Agreement.

5. Renewables Company's Representations, Warranties and Covenants. Renewables Company hereby represents, warrants and covenants as follows:

(a) Renewables Company's Authority. Renewables Company has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Renewables Company is authorized to do so. When executed by Renewables Company, this Agreement constitutes a valid and binding agreement enforceable against Renewables Company in accordance with its terms.

(b) Post-Construction Restoration. Upon completion of construction of the Collection Facilities and following the termination or expiration of this Agreement pursuant to Section 2, Renewables Company shall employ commercially reasonable efforts and methods to restore the portion(s) of the Easement Area disturbed by Renewables Company and not required for continuing operation of the Collection Facilities to a condition reasonably similar to its condition as of the Effective Date, subject to Renewables Company's rights under this Agreement. Restoration shall include, as reasonably required, de-compacting, leveling, terracing, mulching, removing rocks that surface as a result of construction and other commercially reasonable steps to prevent soil erosion.

6. Default; Remedies; Damages.

(a) Default. If a Party (the "**Defaulting Party**") fails to perform its obligations hereunder (an "**Event of Default**"), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from the other Party (the "**Non-Defaulting Party**") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "**Notice of Default**"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

(b) Payment Under Protest. The Defaulting Party may cure any monetary Event of Default by depositing the amount of actual damages in controversy in escrow with any reputable third-party escrow, or by interpleading the same, which amount shall remain undistributed until final decision by a court of competent jurisdiction. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

(c) Remedies. Except as qualified by the provisions of this Section 6 and Section 7 below, upon an uncured default by a Defaulting Party under this Agreement, the Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative; provided, however, Grantor shall not (and hereby waives the right to) commence any action or proceeding in which termination, cancellation, rescission or reformation of this Agreement is sought as a remedy, and Grantor shall be limited to seeking damages in the event of any failure by Renewables Company to perform its obligations hereunder; further provided, however, that if Renewables Company fails to pay to Grantor within the time specified by any court with jurisdiction any damages awarded Grantor by such court, then Grantor may, after giving a Notice of Default and subject to the provisions of Section 7 below, terminate this Agreement. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (a) subrogation rights therefor and (b) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance.

(d) Reserved.

7. Assignment; Lender Protections. Renewables Company shall have the right, on an exclusive or non-exclusive basis, without obtaining the consent of Grantor, to do any of the following with respect to all or any portion of this Agreement, the Easement, the Easement Area or the Collection Facilities: encumber, hypothecate, mortgage, pledge, or otherwise finance the Easement and the Collection Facilities in favor of the holder of any mortgage, deed of trust or other security interest in this Agreement or any Collection Facilities (each an "**Easement Mortgagee**"); grant co-easements, separate easements, sub-easements, licenses, leases, or similar rights (however denominated) to one or more persons or entities (each an "**Assignee**"); permit one or more Assignee(s) to lay wire, cables and conduits within the Easement Area; or sell, convey, lease, assign, mortgage, encumber, hypothecate or transfer to one or more Assignees or Easement Mortgagees any or all right or interest of Renewables Company in all or any portion of this Agreement, the Easement, the Easement Area or the Collection Facilities. Renewables Company shall notify Grantor in writing of any such assignment, mortgage, pledge or hypothecation and the name and address of any Assignee or Easement Mortgagee. Upon Renewables Company's assignment of its entire interest under this Agreement as to all or any portion of the Easement, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Grantor shall recognize the Assignee as Renewables Company's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Renewables Company under and pursuant to this Agreement, and Renewables Company shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions which occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment. Grantor shall notify Renewables Company in writing of any sale, assignment or transfer of any of Grantor's interest in the Easement Area, or any part thereof. Until Renewables Company receives such notice, Renewables Company shall have no duty to any successor Grantor.

If Renewables Company has provided notice to Grantor of an Easement Mortgagee, then:

(a) Grantor and Renewables Company will not modify, cancel, or terminate this Agreement without the prior written consent of the Easement Mortgagee;

(b) upon any Event of Default by Renewables Company under this Agreement, Grantor shall concurrently deliver a copy of the applicable Notice of Default to Renewables Company and any Easement Mortgagee;

(c) the Easement Mortgagee shall have the right, but not the obligation:

(i) to do any act or thing required to be performed by Renewables Company under this Agreement, and any such act or thing performed by an Easement Mortgagee shall be as effective to prevent a default under this Agreement as if done by Renewables Company, and

(ii) to cure any Event of Default under this Agreement; and

(d) prior to exercising any right under this Agreement resulting from a default by Renewables Company, Grantor shall give any Easement Mortgagee the same time period as Renewables Company after receipt of Notice of Default to remedy the Event of Default, or cause the same to be remedied, plus, in each instance, the Easement Mortgagee shall have an additional time period of forty-five (45) days to complete such cure.

An Easement Mortgagee shall have the right to exercise foreclosure proceedings or a power of sale or other remedy afforded in law or equity or by the security documents as to Renewables Company's interest in this Agreement, the Easement, the Easement Area or the Collection Facilities, and Renewables Company's interest in this Agreement, the Easement, the Easement Area or the Collection Facilities may be transferred,

conveyed, or assigned to any purchaser, including Easement Mortgagee, at any such foreclosure sale. Easement Mortgagee will not be or become liable to Grantor as an assignee of Renewables Company's interest in this Agreement or otherwise unless it assumes such liability in writing. At the request of Renewables Company or the Easement Mortgagee, Grantor shall execute and deliver an acknowledgement, in a form agreeable to Easement Mortgagee and Renewables Company, that Renewables Company has hypothecated, mortgaged, or pledged all or any portion of Renewables Company's right, title, or interest in this Agreement, the Easement, the Easement Area or the Collection Facilities to the Easement Mortgagee and that Easement Mortgagee is entitled to all of the rights, benefits, and protections as an Easement Mortgagee under this Agreement.

8. Insurance. Prior to commencement of construction of any Collection Facilities, Renewables Company agrees to purchase and thereafter maintain commercial general liability insurance (property damage and personal injury) covering its use of the Easement Area. Renewables Company waives any claim it might have against the Grantor for any damage, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy **REGARDLESS OF WHETHER THE NEGLIGENCE OF THE OTHER PARTY CAUSED ANY SUCH LOSS**. Renewables Company shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the Grantor.

9. INDEMNITY. RENEWABLES COMPANY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR AND GRANTOR'S RELATED PERSONS (AS DEFINED BELOW) (EACH, AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LITIGATION, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES, INCLUDING ATTORNEYS', INVESTIGATORS' AND CONSULTING FEES, COURT COSTS AND LITIGATION EXPENSES (COLLECTIVELY, "CLAIMS") SUFFERED OR INCURRED BY SUCH INDEMNIFIED PARTY, ARISING FROM (A) PHYSICAL DAMAGE TO THE INDEMNIFIED PARTY'S PROPERTY (WHICH IN GRANTOR'S CASE, SHALL INCLUDE DAMAGE TO CROPS AND LIVESTOCK), TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS AND/OR OMISSIONS OF RENEWABLES COMPANY OR ANY OF ITS PRINCIPALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR CONTRACTORS (THE "RENEWABLES COMPANY'S RELATED PERSONS"), AND (B) PHYSICAL INJURIES OR DEATH TO OR OF THE INDEMNIFIED PARTY OR THE PUBLIC, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS AND/OR OMISSIONS OF RENEWABLES COMPANY OR ANY OF THE RENEWABLES COMPANY'S RELATED PERSONS; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL RENEWABLES COMPANY BE RESPONSIBLE FOR DEFENDING, INDEMNIFYING OR HOLDING HARMLESS ANY INDEMNIFIED PARTY TO THE EXTENT OF ANY CLAIM CAUSED BY, ARISING FROM OR CONTRIBUTED TO BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY OR ANY OF THEIR PRINCIPALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR CONTRACTORS. THE REFERENCE TO PROPERTY DAMAGE IN THIS PARAGRAPH 9 ABOVE DOES NOT INCLUDE THE FOLLOWING LOSS OF: (A) TIMBER; (B) RENT; (C) BUSINESS OPPORTUNITIES; (D) PROFITS AND THE LIKE THAT MAY RESULT FROM RENEWABLES COMPANY'S EXERCISING ITS RIGHTS GRANTED PURSUANT TO THIS AGREEMENT, AND ANY SUCH LOSSES WILL BE COMPENSATED SOLELY THROUGH THE PROVISIONS OF PARAGRAPH 3 AND EXHIBIT B. THE FOREGOING INDEMNITY SHALL NOT EXTEND TO (I) PROPERTY DAMAGE OR PERSONAL INJURIES ATTRIBUTABLE TO RISKS OF KNOWN AND UNKNOWN DANGERS ASSOCIATED WITH ELECTRICAL GENERATING FACILITIES, SUCH AS ELECTROMAGNETIC FIELDS OR (II) RENEWABLES COMPANY'S LAWFUL ENFORCEMENT OF ITS RIGHTS UNDER THIS AGREEMENT. AS USED HEREIN THE



TERM "GRANTOR'S RELATED PERSON" SHALL MEAN ANY PRINCIPALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS OF GRANTOR.

10. Miscellaneous.

(a) Confidentiality. To the fullest extent allowed by law, Grantor shall maintain in the strictest confidence, for the sole benefit of Renewables Company, all information pertaining to the financial terms of or payments under this Agreement, Renewables Company's site or product design, methods of operation, methods of construction, power production or availability of the Collection Facilities, and the like, whether disclosed by Renewables Company or discovered by Grantor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Grantor or its employees or agents, or (ii) was already known to Grantor at the time of disclosure and that Grantor is free to use or disclose without breach of any obligation to any person or entity. To the fullest extent permitted by law, Grantor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Renewables Company. Notwithstanding the foregoing, Grantor may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Grantor or with whom Grantor may be negotiating in connection with the Easement Area, Grantor's financial or other planning, or as may be necessary to enforce this Agreement.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Grantor and Renewables Company and, to the extent provided in any assignment or other transfer under Paragraph 7 hereof, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Easement Area. References to Renewables Company in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in the Easement or this Agreement and actually are exercising rights under the Easement or this Agreement to the extent consistent with such interest.

(c) Recording of Agreement. The Parties shall cause the recordation of a duplicate original, without Exhibit B, of this Agreement in the Records Office promptly after execution of this Agreement. Grantor hereby consents to the recordation of the interest of an Assignee in the Easement or this Agreement.

(d) Notices. All notices or other communications required or permitted by this Agreement, including payments to Grantor, shall be in writing and shall be deemed given when personally delivered to Grantor or Renewables Company, or in lieu of such personal delivery services, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, addressed as follows:

If to Grantor:

Donald L. Goeman Revocable Trust
c/o Donald L. Goeman, Trustee
71 Goeman Ranch Road
Tie Siding, WY 82084
Phone: 307-742-5753

If to Renewables Company:

ConnectGen Albany County LLC
c/o ConnectGen Operating LLC
1001 McKinney, Suite 700
Houston, Texas 77002
Attention: General Counsel
Phone: 346-998-2020

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

(e) Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Grantor and Renewables Company respecting its subject matter. Any agreement, understanding or



representation respecting the Easement Area, the Easement, or any other matter referenced in this Agreement not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party. Grantor shall cooperate with Renewables Company in amending this Agreement from time to time to include any provision that may be reasonably requested by Renewables Company for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of, or satisfying the request of, any Assignee or an Easement Mortgagee.

(f) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Easement Area is located. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in any county in which any portion of the Easement Area is located. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

(g) Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the Term of this Agreement be longer than, respectively, the longest period permitted by applicable law.

(h) Estoppel Certificates. Within ten (10) days after written request by Renewables Company or its Easement Mortgagee, Grantor shall execute and deliver to Renewables Company, its Easement Mortgagee, any prospective Assignee or investor in Renewables Company, an "**Estoppel Certificate**" (a) certifying that this Agreement is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying that there are no uncured events of default hereunder (or, if any uncured events of default exist, stating with particularity the nature thereof); and (c) containing any other certifications that may be reasonably requested by Renewables Company, its Easement Mortgagee. Any such certificates may be conclusively relied upon by Renewables Company, its Easement Mortgagee, any prospective Assignee or investor in Renewables Company. If Grantor fails to deliver any such certificate within such time, then Renewables Company may conclusively conclude and rely on the following: (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default by the Renewables Company hereunder, and (iii) the other certifications so requested are in fact true and correct.

(i) No Merger. There shall be no merger of the Easement, or of the easement estate created by this Agreement, with the fee estate in the Easement Area by reason of the fact that the Easement or the easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Easement Area and all persons (including, without limitation, Easement Mortgagee) having an interest in the Easement or in the estate of Grantor and Renewables Company shall join in a written instrument effecting such merger and shall duly record the same.

(j) Joint Grantors. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Grantor or have an ownership interest in the Easement Area from time to time, the

obligations of Grantor under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. Except as stated to the contrary herein, all such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Renewables Company shall have no obligation to make any allocation.

(k) No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between Grantor and Renewables Company.

(l) Headings. The headings of the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

(m) Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts with the same effect as if all signatory parties had signed the same document, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(n) Force Majeure. Notwithstanding any other provision of this Agreement, if Renewables Company's performance of this Agreement or of any obligation hereunder is interfered with, delayed, restricted or prevented, in whole or in part, by reason of an event of Force Majeure, then Renewables Company, upon giving notice to Grantor, shall be excused from such performance to the extent and for the duration of such interference, delay, restriction or prevention, and the term of this Agreement and any other time periods set forth herein shall continue and be extended for a like period of time.

(o) Eminent Domain. If all or any portion of the Easement is taken by, or conveyed to, any governmental or quasi-governmental entity as a result of an eminent domain proceeding, then nothing herein shall affect the right of Renewables Company to receive compensation or damages for any losses that it suffers as a result thereof, including the loss of Collection Facilities or electric transmission capacity as a result of that eminent domain proceeding, so long as any such award to Renewables Company does not diminish any award to Grantor. Both Grantor and Renewables Company shall have the right to pursue their respective claims for damages in connection with any eminent domain proceeding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

GRANTOR:

Donald L. Goeman, Trustee of the Donald L. Goeman Revocable Trust

By: 
Donald L. Goeman, Trustee

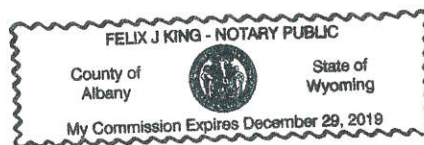
ACKNOWLEDGMENT

STATE OF Wyoming _____)
) ss.
COUNTY OF ALBANY _____)

On the 25 day of OCTOBER, 2019, before me, the undersigned, a notary public in and for said state, personally appeared **Donald L. Goeman, Trustee of the Donald L. Goeman Revocable Trust**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his indicated capacity, and that by her signature on the instrument, the trust upon behalf of which the individual acted, executed the instrument, as the free and voluntary act and deed of the said trust for the uses and purposes therein set forth.


Notary Public

My commission expires: 12/29/2019



IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

RENEWABLES COMPANY:

ConnectGen Albany County LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

[Handwritten signature]

Caton Fenz

CEO

ACKNOWLEDGMENT

STATE OF TEXAS

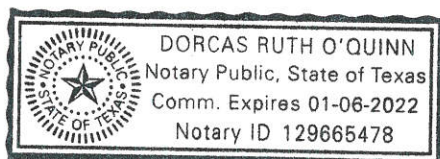
)

) ss.

COUNTY OF HARRIS

)

On the 4th day of November in the year 2019, before me, the undersigned, personally appeared Caton Fenz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument in the City of Houston, County of Harris, State of Texas.



Signature: _____

Printed Name: _____

Notary Public, State of _____

My commission expires: _____

[Handwritten signature]

Dorcas O'Quinn

Texas

1/6/2022



EXHIBIT A

Legal Description of the Easement Area

A 75.00-foot-wide strip of land within the E½ of the E½ of Section 26, Township 13 North, Range 73 West, 6th Principal Meridian, Albany County Wyoming more particularly described by the approximate metes and bounds as follows:

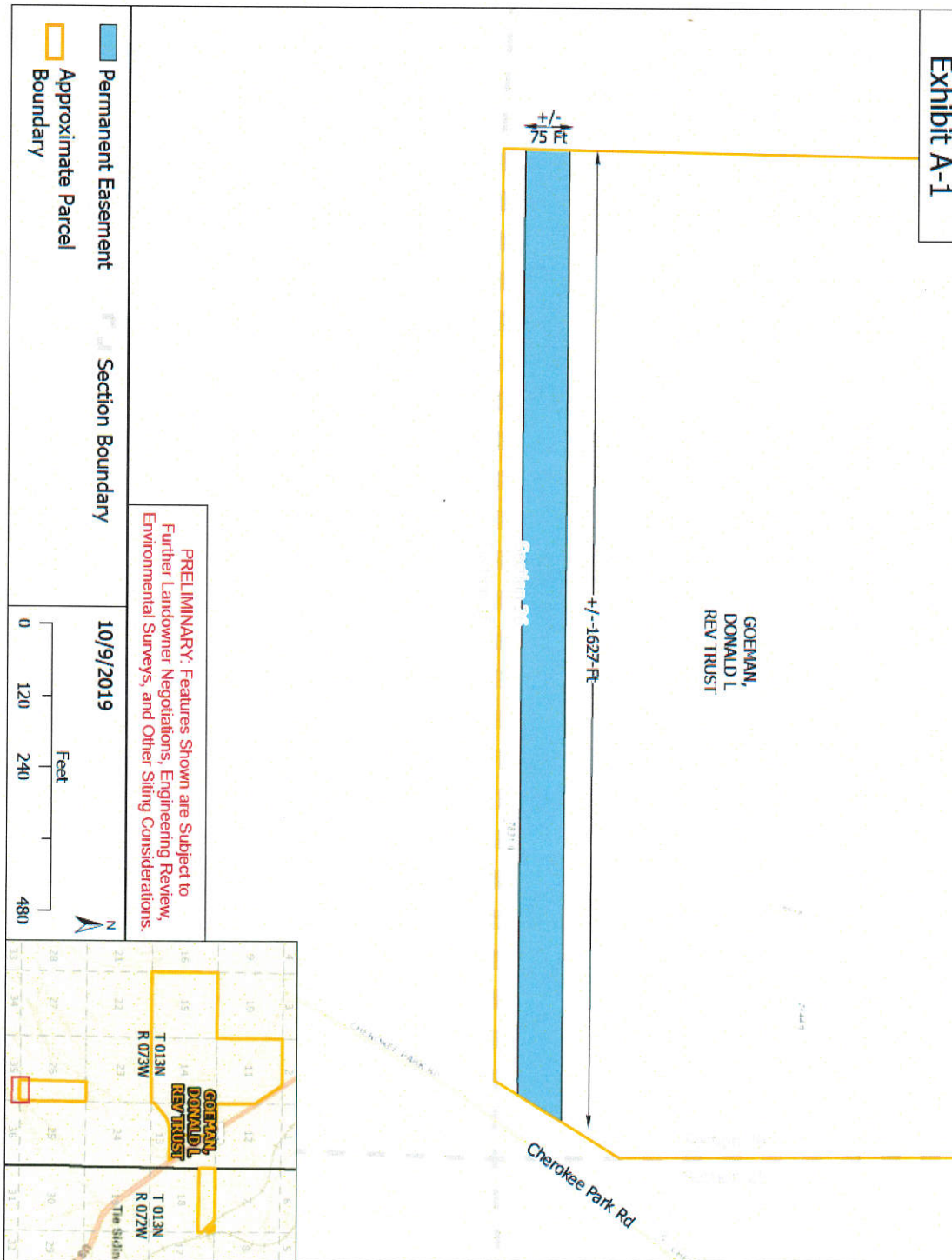
Commencing at the SW Corner of the E½ of the E½ of said Section 26; thence N01°04'35"E, 37.52 feet to the Point of Beginning; thence N01°04'35"E, 75.00 feet; thence S89°43'33"E, 1,627.16 feet; thence S31°18'17"W, 87.91 feet; thence N89°42'53"W, 1582.89 feet to the Point of Termination.

The above described strip containing approximately 2.77 acres.



EXHIBIT A-1

Depiction of the Easement Area



**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

ConnectGen Albany County LLC
c/o ConnectGen Operating, LLC
1001 McKinney, Suite 700
Houston, Texas 77002
Attention: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of December 9th, 2019 by and between **Langdon Smith, Jr., and Barton M. Smith**, as joint tenants with right of survivorship (collectively "Landowner"), and **ConnectGen Albany County LLC** ("Renewables Company").

RECITALS:

WHEREAS, Landowner and Renewables Company have entered into a Wind Energy Lease and Easement Agreement dated as of the date first written above with respect to property more specifically described herein for, among other things, the development, installation, construction, operation and maintenance of wind-powered turbines, generators, and associated appurtenances and facilities, including easements relating to such activity (as heretofore or hereinafter amended, restated or supplemented from time to time, the "Lease and Easement Agreement") covering the following described land located in Albany County, Wyoming; and

WHEREAS, Landowner and Renewables Company desire to set forth certain terms and conditions of the Lease and Easement Agreement in a manner suitable for recording in the Public Records of Albany County, Wyoming, in order to provide record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the land subject to the Lease and Easement Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Lease and Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. **Description of Property.** The land subject to the Lease and Easement Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").

2. **Grant of Lease and Easements.** Subject to the terms and conditions more particularly set forth in the Lease and Easement Agreement, without limitation, Landowner has leased to Renewables Company, and Renewables Company has leased from Landowner, the Property for the purpose of converting wind energy to electricity and utilizing the air and wind resources of the Property and undertaking activities and operations on the Property in connection therewith, including without limitation (i) determining the feasibility of wind energy conversion on the Property or other property, including studies of wind speed, wind direction and other meteorological data, as well as performing other tests and studies as Renewables Company may desire, including, but not limited to, environmental, avian and cultural assessments, and geotechnical, foundation and soil tests; (ii) converting wind energy into electrical energy, and collecting and transmitting the electrical energy; (iii) developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the Renewables Company Facilities; (iv) vehicular and pedestrian ingress, egress and access to and from Renewables Company Facilities whether located on or off Landowner's Property on, over and across the Property; (v) implementing, operating and maintaining security deemed appropriate by Renewables Company with respect to the Renewables Company Facilities; (vi) undertaking any other activities that Renewables Company determines are reasonably necessary or appropriate to accomplish any of the foregoing purposes or for the benefit of a Project, including but not limited to conducting surveys, tests, geotechnical drilling, other studies, and other uses permitted under this Lease; and (vii) the other Lease Rights defined therein. In addition to the Lease Rights, Landowner grants, conveys, transfers and warrants to Renewables Company, its successors and assigns the following easements:

(a) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;

(b) An exclusive easement to permit the rotors of Generating Units located on adjacent properties in any Project to overhang the Property;

(c) A non-exclusive easement for the Access Rights;

(d) A non-exclusive easement to permit the Renewables Company Facilities located on the Property, on adjacent property or elsewhere to affect the Property, including without limitation visual and non-visual and audible and non-audible effects;

(e) An exclusive easement to develop, construct, reconstruct, erect, install, improve, replace, relocate and remove from time to time, and use, maintain, repair, operate and monitor wind turbines and meteorological towers;

(f) An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes, together with the right to temporary earthmoving as necessary to build suitable access routes for said easement;

(g) A non-exclusive easement and right to install, maintain, repair and operate on the Property underground (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to and from the Property, communication lines which carry communications to and from the Property, and other above ground improvements or fixtures associated with any of the foregoing;

(h) A non-exclusive easement and right to install, maintain, repair and operate on the Property high-voltage transmission lines ("Transmission Lines") which carry electrical energy to and/or from the Property and communication lines which carry communications to and from the Property and other above ground improvements or fixtures associated with any of the foregoing;

(i) A non-exclusive easement on the Property for the installation of utilities in the road right of way and, if necessary, with governmental approval, for the widening and improving of public roads and an appurtenant construction easement to windrow or stockpile the topsoil when extending the ditches of the roads;

(j) A non-exclusive construction easement for purposes of constructing, maintaining, repairing, replacing, and removing from time to time all or any part or element of the Renewables Company Facilities whether located on or off the Property (the "Construction Easement");

(k) One or more exclusive easements for the construction, operation, maintenance and occupancy of one or more temporary lay-down areas; and

(l) An easement to undertake any such other activities that Renewables Company determines are necessary in connection with, and incidental to, any of the foregoing Easements, including the right to remove vegetation on the Property as needed to operate and maintain the Renewables Company Facilities and to comply with applicable laws, regulations, standards, orders and permit conditions.

3. **Term of Lease and Easement Agreement.** The Term of the Lease and Easement Agreement includes an initial seven (7) year Development Term. In addition, if the Lease and Easement Agreement is extended for construction and operation, the Operations Term of the Agreement is thirty (30) years from the Operations Date. Renewables Company may extend the Operations Term by up to two (2) additional fifteen-year terms commencing on the last day of the original or extended Operations Term, as the case may be, by giving Landowner written notice of such extension on or prior to expiration of the then-current Operations Term. Renewables Company shall have the unilateral right (and Landowner hereby grants Renewables Company the right) to record a memorandum or notice of such extension in the real property records of the county in which the Property is located. The Agreement will be deemed to have terminated upon expiration of the term as defined in the Lease and Easement Agreement. A written termination of the Lease and Easement Agreement shall be filed with the Public Land Records of the county and state where said Property is located.

4. **Successors and Assigns.** The terms of this Memorandum and the Lease and Easement Agreement are covenants running with and burdening the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Renewables Company include their respective successors and assigns. References to the Lease and Easement Agreement include any amendments thereto.

5. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the Public Records of Albany County, Wyoming, in order to provide public record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the Property subject to the Lease and Easement Agreement. The entire Lease and Easement Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Lease and Easement Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Lease and Easement Agreement, the terms of the Lease and Easement Agreement shall prevail. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

1/3/2020 9:50 AM

#2020-29 5 OF 9

IN WITNESS WHEREOF, Renewables Company and Landowner have executed this Memorandum to be effective as of the Effective Date.

Landowner

Langdon Smith, Jr. and Barton M. Smith, as joint tenants with right of survivorship

By: 
Langdon Smith, Jr.

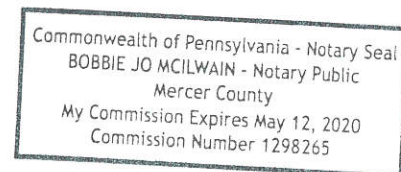
LANDOWNER ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
COUNTY OF MERCER) ss.

On the 21 day of NOVEMBER, 2019, before me, the undersigned, a notary public in and for said state, personally appeared **Langdon Smith, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his indicated capacity, and that by his signature on the instrument, the trust upon behalf of which the individual acted, executed the instrument, as the free and voluntary act and deed of the said trust for the uses and purposes therein set forth.


Notary Public

My commission expires: 5-12-20



ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

1/3/2020 9:50 AM #2020-29 6 OF 9

Landowner

Langdon Smith, Jr. and Barton M. Smith, as joint tenants with right of survivorship

By: _____

Barton M. Smith

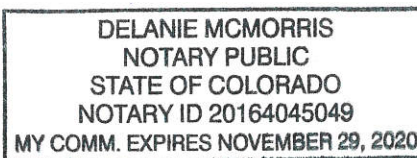
LANDOWNER ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Weld)

On the 2 day of December, 2019, before me, the undersigned, a notary public in and for said state, personally appeared **Barton M. Smith**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his indicated capacity, and that by his signature on the instrument, the trust upon behalf of which the individual acted, executed the instrument, as the free and voluntary act and deed of the said trust for the uses and purposes therein set forth.

Delanie McMorris
Notary Public

My commission expires: 11/29/2020



Renewables Company

ConnectGen Albany County LLC
a Delaware limited liability company

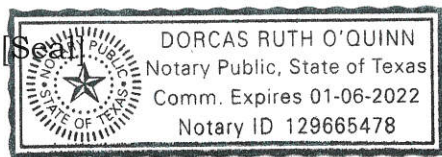
By:  

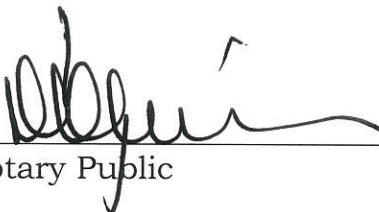
Name: Caton Fenz
Title: CEO

RENEWABLES COMPANY ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on this 9th day of December, 2019, by Caton Fenz as the CEO of ConnectGen Albany County LLC, a Delaware limited liability company, on behalf of such limited liability company.




Notary Public

My commission expires:

1/6/22

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

1/3/2020 9:50 AM #2020-29 8 OF 9

**EXHIBIT A TO MEMORANDUM OF WIND ENERGY LEASE
AND EASEMENT AGREEMENT**

PROPERTY DESCRIPTION

Township 13 North, Range 72 West of the 6th P.M., Albany County, Wyoming
Section 22: N ½

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

1/3/2020 9:50 AM

#2020-29 9 OF 9

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

ConnectGen Albany County LLC
c/o ConnectGen Operating LLC
1001 McKinney, Suite 700
Houston, Texas 77002
Attention: General Counsel

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of February 26, 2020 by and between TruBacVac, LLC, a Colorado limited liability company, ("Landowner"), and ConnectGen Albany County LLC, a Delaware limited liability company ("Renewables Company").

RECITALS:

WHEREAS, Landowner and Renewables Company have entered into a Wind Energy Lease and Easement Agreement dated as of the date first written above with respect to property more specifically described herein for, among other things, the development, installation, construction, operation and maintenance of wind-powered turbines, generators, and associated appurtenances and facilities, including easements relating to such activity (as heretofore or hereinafter amended, restated or supplemented from time to time, the "Lease and Easement Agreement") covering the following described land located in Albany County, Wyoming, and to which reference should be made with respect to any capitalized terms used but not otherwise defined herein; and

WHEREAS, Landowner and Renewables Company desire to set forth certain terms and conditions of the Lease and Easement Agreement in a manner suitable for recording in the Public Records of Albany County, Wyoming, in order to provide record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the land subject to the Lease and Easement Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Lease and Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. **Description of Property.** The land subject to the Lease and Easement Agreement is described on Exhibit A attached hereto, and by reference made a part hereof (the "**Property**").



2. **Excluded Area of Operations.** The Landowner and Renewables Company desire to define an exclusion area, in which the operations contemplated by the Lease and Easement Agreement are prohibited. Such excluded area is described on Exhibit B attached hereto, and by reference made a part hereof ("**Excluded Area**"). Such land described herein but not included in the Excluded Area shall be known as the "**Operations Property**."
3. **Grant of Lease and Easements.** Subject to the terms and conditions more particularly set forth in the Lease and Easement Agreement, without limitation, Landowner has leased to Renewables Company, and Renewables Company has leased from Landowner, the Property for the purpose of converting wind energy to electricity and utilizing the air and wind resources of the Property and undertaking activities and operations on the Property in connection therewith, including without limitation (i) determining the feasibility of wind energy conversion on the Property or other property, including studies of wind speed, wind direction and other meteorological data, as well as performing other tests and studies as Renewables Company may desire, including, but not limited to, environmental, avian and cultural assessments, and geotechnical, foundation and soil tests; (ii) converting wind energy into electrical energy, and collecting and transmitting the electrical energy; (iii) developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the Renewables Company Facilities; (iv) vehicular and pedestrian ingress, egress and access to and from Renewables Company Facilities whether located on or off Landowner's Property, on, over and across the Property; (v) implementing, operating and maintaining security deemed appropriate by Renewables Company with respect to the Renewables Company Facilities; (vi) undertaking any other activities that Renewables Company determines are reasonably necessary or appropriate to accomplish any of the foregoing purposes or for the benefit of a Project, including but not limited to conducting surveys, tests, geotechnical drilling, other studies, and other uses permitted under this Lease; and (vii) the other Lease Rights defined therein, all as set forth in the Lease and Easement Agreement. In addition to the Lease Rights, Landowner grants, conveys, transfers and warrants to Renewables Company, its successors and assigns the following easements during the term and subject to the provisions of the Lease and Easement Agreement:
 - (a) An irrevocable easement for the exclusive right to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;
 - (b) A non-exclusive easement for the Access Rights;
 - (c) A non-exclusive easement to permit the Renewables Company Facilities located on the Property, on adjacent property or elsewhere to affect the Property, including without limitation visual and non-visual and audible and non-audible effects, including therewith the right to emit or cause the emission of noise, vibration, air turbulence, wake, electromagnetic and frequency interference, and to permit wind turbulence, flicker or

shadow onto the Property and/or to impact Landowner's view from the Property, and similar field effects;

(d) An exclusive easement to develop, construct, reconstruct, erect, install, improve, replace, relocate and remove from time to time, and use, maintain, repair, operate and monitor Generating Units and MET Towers;

(e) An easement for the exclusive right to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes, together with the right to temporary earthmoving as necessary to build suitable access routes for said easement;

(f) A non-exclusive easement and right to install, maintain, repair and operate on the Property underground (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to and from the Property, communication lines which carry communications to and from the Property, and other above ground improvements or fixtures associated with any of the foregoing;

(g) A non-exclusive right (subject to existing transmissions facilities) to use a parcel of the Property to construct, install, add to, maintain, repair, replace, relocate and operate on and/or remove from the Property multiple (A) underground and/or above-ground transmission, distribution and collection cables (including fiber optic cables), conduits, wire and lines for the transmission of electrical energy to and from the Property, (B) underground and/or above-ground communication cables (including fiber optic cables), conduits, wire and lines for the transmission of communications of any nature to and from the Property, and (C) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing. The exact location within the Property of any particular portion of the Transmission and Distribution Right shall be determined by the construction of such facilities from time to time and shall thereupon be established as having a width reasonable for such use;

(h) A non-exclusive easement on the Property for the installation of utilities in the road right of way and, if necessary, with governmental approval, for the widening and improving of public roads and an appurtenant construction easement to windrow or stockpile the topsoil when extending the ditches of the roads;

(i) A non-exclusive construction easement for purposes of constructing, maintaining, repairing, replacing, and removing from time to time all or any part or element of the Renewables Company Facilities whether located on or off the Property;

(j) One or more non-exclusive easements for the construction, operation, maintenance and occupancy of operations and maintenance buildings, staging areas, and temporary lay-down areas;

(k) A non-exclusive right to remove vegetation on the Property as needed to operate and maintain the Renewables Company Facilities; and

(l) An non-exclusive easement to undertake any such other activities that Renewables Company determines are reasonably necessary in connection with, and incidental to, any of the foregoing Easements, including the right to remove vegetation on the Property as needed to operate and maintain the Renewables Company Facilities and to comply with applicable laws, regulations, standards, orders and permit conditions.

4. **Term of Lease and Easement Agreement.** The Term of the Lease and Easement Agreement includes an initial five (5) year Development Term. In addition, if the Lease and Easement Agreement is extended for construction and operation, the Operations Term of the Agreement is thirty-five (35) years from the Operations Date. The Agreement will be deemed to have terminated upon expiration of the term as defined in the Lease and Easement Agreement. A written termination of the Lease and Easement Agreement shall be filed with the Public Land Records of the county and state where said Property is located.
5. **Successors and Assigns.** The terms of this Memorandum and the Lease and Easement Agreement are covenants running with and burdening the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Renewables Company include their respective successors and assigns. References to the Lease and Easement Agreement include any amendments thereto.
6. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the Public Records of Albany County, Wyoming, in order to provide public record notice of the Lease and Easement Agreement and Renewables Company's rights in and to the Property subject to the Lease and Easement Agreement. The entire Lease and Easement Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Lease and Easement Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Lease and Easement Agreement, the terms of the Lease and Easement Agreement shall prevail. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.




6/3/2020 3:10 PM

#2020-2598 5 OF 9

IN WITNESS WHEREOF, the parties hereto have made and entered into this Memorandum as of the day and year first written above.

Landowner:

TruBacVac, LLC
a Colorado limited liability company

By: 
Name: Terry J. Cammon
Its: Manager

ACKNOWLEDGMENT

STATE OF California

COUNTY OF Riverside

This instrument was acknowledged before me this 26 day of February, 2020, by Terry Cammon, the Manager of TruBacVac, LLC, a Colorado limited liability company.

Seal,
if any

See attached form

Notary
My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of RIVERSIDE

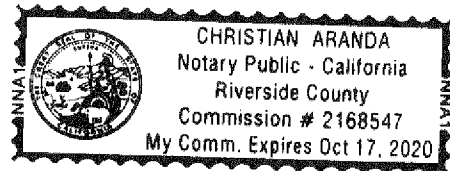
On February 26, 2020 before me, CHRISTIAN ARANDA, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Terry J. Cammon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature CAranda (Seal)





6/3/2020 3:10 PM

#2020-2598 7 OF 9

Renewables Company:

ConnectGen Albany County LLC
a Delaware limited liability company

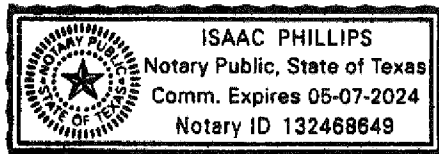
By: 

Caton Fenz, CEO

ACKNOWLEDGMENTSTATE OF Texas §COUNTY OF Harris §

This instrument was acknowledged before me on this 2nd day of June, 2020, by **Caton Fenz** as the Chief Executive Officer of ConnectGen Albany County LLC, a Delaware limited liability company, on behalf of ConnectGen Albany County LLC, a limited liability company.

[Seal]



 Notary Public

My commission expires:

05-07-2024

**EXHIBIT A TO MEMORANDUM OF WIND ENERGY LEASE
AND EASEMENT AGREEMENT**

PROPERTY DESCRIPTION

In Township 13 North, Range 72 West of the 6th P.M., Albany County, Wyoming:

- Section 2: All
- Section 3: All South of the centerline of Albany County Road 222, Hermosa Road, as it existed on July 10, 2014
- Section 4: E ½ E ½ South and East of the centerline of Albany County Road 222, Hermosa Road as it existed on July 10, 2014
- Section 10: N ½, SE ¼
- Section 11: All
- Section 14: All
- Section 15: All
- Section 16: All
- Section 21: N ½

In Township 14 North, Range 72 West of the 6th P.M., Albany County, Wyoming:

- Section 34: All South of the centerline of Albany County Road 222, Hermosa Road as it existed on July 10, 2014
- Section 35: All South of the centerline of Albany County Road 222, Hermosa Road as it existed on July 10, 2014

**EXHIBIT B TO MEMORANDUM OF WIND ENERGY LEASE
AND EASEMENT AGREEMENT**

EXCLUDED AREA

In Township 13 North, Range 72 West of the 6th P.M., Albany County, Wyoming

Section 3: All South of the centerline of Albany County Road 222, Hermosa Road, as it existed on July 10, 2014

Section 10: N $\frac{1}{2}$, SE $\frac{1}{4}$

Section 14: W $\frac{1}{2}$

Section 15: All

In Township 14 North, Range 72 West of the 6th P.M., Albany County, Wyoming

Section 34: All South of the centerline of Albany County Road 222, Hermosa Road, as it existed on July 10, 2014

WIND ENERGY LEASE AGREEMENT

This Wind Energy Lease Agreement ("Lease Agreement") is effective ("Effective Date") as of the first day of the month in which the Board of Land Commissioners approves this Lease between the STATE OF WYOMING, BOARD OF LAND COMMISSIONERS ("Owner"), and ConnectGen Albany County LLC, a Delaware limited liability company (together with its successors and assigns hereunder, "*Lessee*") that date being January 1, 2021. The parties may hereinafter be referred to individually as a "Party" or together as the "Parties." In consideration of the payments and the performance by the Parties of each of the provisions set forth herein, the Parties agree as follows:

Article 1 **DEFINITIONS**

1.1 Assignee. Any person or entity to whom Lessee, with the approval of Owner (where required by Owner's Rules and Regulations), has sold, conveyed, leased, sub-leased, assigned, licensed, mortgaged, encumbered or transferred, conditionally or unconditionally, Lessee's rights in this Lease Agreement, in whole or part, or any of Lessee's leasehold or other right, title or interest in the Property or any portion thereof, or Lessee Improvements or any portion thereof.

1.2 Commencement of Construction. Any clearing of land, excavation, construction or other action that would affect the surface of the site for installation and construction of any Windpower Facilities on the Property, but does not include changes needed for temporary use of sites on the Property to conduct required studies and tests to construct the Project, or access roads or routes for nonutility purposes or for uses in securing geological data but not limited to necessary borings or drillings to ascertain foundation conditions.

1.3 Default. Failure to fulfill an obligation under this Lease Agreement. A Default can be either a Monetary Default or a Non-Monetary Default.

1.4 Director. The Director of the Office of State Lands and Investments.

1.5 Environmental Laws. Any Law relating to (a) the protection of the air, water, land, or natural or biotic resources, including human health and safety, (b) the generation, use, clean up, handling, treatment, storage, disposal and transportation of Hazardous Materials, or (c) reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials.

1.6 Existing Uses. Any rights to the surface or sub-surface covering some or all of the Property and existing prior to the Effective Date of this Lease Agreement, including but not limited to those granted by all existing mineral leases, grazing leases, special use leases, temporary use

permits, easements or other rights granted by Owner or Owner's predecessor in title. Lessee may apply to Owner for closure of the Property to hunting during construction and maintenance and repairs to roads, infrastructure, or Lessee Improvements on the Property.

1.7 Final Reclamation. The date when, in conformance with the Decommissioning Plan and the Reclamation Plan, all surface disturbances have been re-graded and re-vegetated with a uniform perennial vegetative cover with a density of ninety percent (90%) of the native or adaptive background vegetative cover. Noxious weeds shall not be included in determining density when evaluating reclamation success.

1.8 Financial Assurances. A security serving as collateral in the form of: (i) a surety bond with a corporate surety registered in Wyoming; (ii) a certificate of deposit in the name of the "Board of Land Commissioners", with a state or federally insured financial institution in Wyoming, where Lessee shall be entitled to all interest payments; or (iii) other forms of surety as may be acceptable to the Director, pursuant to Owner's Rules and Regulations, Chapter 6, Section 13, to insure compliance with all Lease Agreement obligations, including without limitation, reclamation and decommissioning the Wind Energy Project constructed on the Property. Financial Assurance accepted under this Lease Agreement shall be at the discretion of the Director, with consideration of credit worthiness, financial strength, credit history, credit rating and debt.

1.9 Force Majeure. Fire, earthquake, flood, labor unrest, explosion, power surge or power failure, vandalism, theft, the cutting of power, transmission lines or other lines, wires, or cables to a wind energy project by persons other than employees of Lessee, sabotage or other casualty or accident; war, revolution, civil strife or other violence; any law, court order, proclamation, regulation, ordinance, action, demand; or any other act or condition beyond the reasonable control of a Party hereto.

1.10 Governmental Authorization. Any right, authorization, approval, consent, license, ruling, permit, tariff, certification, exemption, declaration, resolution, order, recognition, grant, confirmation, clearance, filing or registration form, by or with any Governmental Body.

1.11 Governmental Body. Any federal, national, regional, state, municipal, county, or local government, any political subdivision or any governmental or quasi-governmental, judicial, public or statutory instrumentality, tribunal, court, agency, authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the matter, person or entity in question.

1.12 Gross Revenues. During the Lease Term, all amounts actually received by Lessee from the sale of electricity generated by WTGs located on the Property, including the sale of credits for greenhouse gas reduction or the generation of renewable or alternative energy from WTGs located on the Property. If Lessee sells the production, energy, electricity or capacity from the Windpower Facilities located on the Property to a person or entity affiliated with or in any way

related to Lessee, then "Gross Revenues" shall mean all consideration paid for said production, energy, or electricity or capacity, regardless of time or place of receipt, under the first contract which is an arms' length bona fide transaction. "Gross Revenues" shall not include: any proceeds received from the sale, lease, financing, or other disposition of any Windpower Facilities; any gross revenues generated from any Windpower Facilities not located on the Property; any production tax credits, investment tax credits, or other tax credits or benefits which are or will be generated by the Wind Energy Project or Windpower Facilities; any proceeds from any lump sum payment or payments to cancel or modify any obligation under any energy or electricity or capacity purchase contract related to the Wind Energy Project or payment of liquidated or other damages under any energy or electricity or capacity purchase contract related to the Wind Energy Project; any proceeds from government subsidies; any rental or lump sum payment received by Lessee in exchange for Lessee's assigning, mortgaging or otherwise transferring all or any interest of Lessee in the Improvements or this Agreement; any wheeling charges levied to deliver electricity to the grid; any proceeds from any business interruption insurance or from any power curve or availability warranty claims redeemed from wind turbine suppliers or equipment manufacturers to the extent that such proceeds are not (i) specifically received in lieu of Gross Revenues, or (ii) directly attributable to the WTGs on the Property.

1.13 Hazardous Materials. Petroleum and petroleum-derived products, asbestos, presumed asbestos-containing materials or asbestos containing materials, urea formaldehyde or polychlorinated biphenyls, pollutants, wastes or substances defined or classified as "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," contaminants, chemicals, toxic or hazardous substances under applicable Environmental Laws or other materials, substances, or wastes that are regulated by any Governmental Body under any provision of applicable Environmental Laws.

1.14 Initial Payments. The payments described in Section 5.2.

1.15 Installation Fees. The payments described in Section 5.3.

1.16 Law. Any applicable federal, national, regional, state, municipal, county or local law, statute, treaty, rule, regulation, ordinance, order, code, judgment, decree, directive, injunction, writ, similar action or decision by any Governmental Body and includes all applicable Governmental Authorizations.

1.17 Leasehold Mortgage. Any mortgage, deed of trust or other security interest in this Lease Agreement, in any Sublease, or in any Windpower Facilities located on the Property.

1.18 Leasehold Mortgagee. Any person who is the beneficiary of any Leasehold Mortgage.

1.19 Lender Assignee. Any lender, creditor, or financing party who is an Assignee.

WIND ENERGY LEASE AGREEMENT

BETWEEN

STATE OF WYOMING, BOARD OF LAND COMMISSIONERS AND CONNECTGEN ALBANY COUNTY LLC

PAGE 3 OF 39

1.20 Lessee Improvements. Windpower Facilities and any structures, equipment, machinery, wire, conduit, fiber, cable, poles, towers, materials, and property of every kind and character constructed, installed and/or placed on, above or below the Property by or on behalf of Lessee. Any improvements not approved concurrently with the granting of this Wind Energy Lease may not be constructed without prior approval of the Board of Land Commissioners (referred to herein as the “Board” or the “Board of Land Commissioners”).

1.21 Meteorological Towers. Meteorological towers and all other wind measurement equipment including wind anemometers, wind vanes, guy-wired towers and loggers.

1.22 Minerals and Mineral Resources. Coal, oil, gas, uranium, or other minerals of any kind, including without limitation aggregate, gravel, and precious stones (including diamonds and jade) located on or beneath the Property.

1.23 Monetary Default. Failure to pay, when due, any Rent, real property taxes, insurance premiums on insurance coverage required under Section 7.1, interest due, or other monetary obligation of Lessee under this Lease Agreement.

1.24 Name Plate Capacity. The megawatt capacity of any WTG installed (or to be installed), as determined by the manufacturer.

1.25 Non-Curable Default. Those Non-Monetary Defaults which by the nature of such defaults are not reasonably susceptible of being cured or performed by a Leasehold Mortgagee, excluding those events of default that are not reasonably susceptible to cure only because the time for cure has passed under the terms of this Lease Agreement following acquisition of Lessee's leasehold estate by the Leasehold Mortgagee or its assignee or designee.

1.26 Non-Monetary Default. Any event of Default other than a Monetary Default.

1.27 Operations Date. The first day of the month following the first month in which the Windpower Facilities located on the Property deliver electricity to the electric utility grid, but in no case later than the date that is six (6) months after the day the first WTG begins to deliver electricity. Generation of Test Energy from WTGs will not trigger the Operations Date.

1.28 Operating Fees. The payments described in Section 5.4.

1.29 Property. Owner's property as described in Section 2.1.

1.30 Removal Date. The date on which any Windpower Facilities installed on the Property are completely removed from the Property in accordance with Article 11.

1.31 Removal Period. A period of 12 months following the later of (i) the expiration or termination of this Lease Agreement or (ii) the receipt of any necessary approvals for the removal of Lessee Improvement. In the event this Lease Agreement is terminated as a result of an event of default by Lessee under Section 10.1 or Lessee's termination rights provided in Section 13.6, the Removal Period shall be a period of 12 months following the later of (i) the expiration or termination of this agreement or (ii) the receipt of any necessary approvals for the removal of Lessee Improvement.

1.32 Rents. Collectively Initial Payments, Installation Fees, and Operating Fees (subject to the minimum fee described in Section 5.5) as provided for in this Lease Agreement.

1.33 Repowering. Any expansion of or change in a Windpower Facility which results in a change in the generating capacity.

1.34 Sublessee. Any person or entity with whom Lessee has entered into a sublease for all or a portion of the Property, as approved by Owner.

1.35 Test Energy. Energy produced by any WTGs in order to test the initial performance of the WTGs.

1.36 Transmission Facilities. Substations, electric transmission lines (including towers, wires, and cables), or interconnection and switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy.

1.37 Wind Energy Development. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities directly related thereto including the following activities and the following phases:

(a) Initial phase - Determining the feasibility of wind energy conversion and other power generation on the Property by (i) installing, operating, maintaining, repairing and removing Meteorological Towers and wind measurement equipment necessary to study wind speed, wind direction and other meteorological data; and (ii) undertaking geotechnical reviews, environmental assessments, surveying, title examination, site engineering, soil sampling and other activities for determining the suitability of the Property for a Wind Energy Project.

(b) Construction phase - Constructing, installing, replacing, relocating and, removing and repowering from time to time, and maintaining Windpower Facilities on the Property, including, without limitation, the right to maintain and use a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication

purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and under the Property in connection with Windpower Facilities, whether located on the Property, on adjacent property or elsewhere.

(c) Operation phase - Capturing and converting the wind resources of the Property including the right to use, maintain, and operate Windpower Facilities, including without limitation, roads and supporting facilities constituting the Windpower Facilities on the Property, and permitting the rotors of the WTGs located on adjacent properties to overhang the Property, as long as, the WTG spacing of any rotors overhanging the Property is supported with scientific data and the Lessee has maximized the number and spacing of wind turbines located on the Property.

(d) Undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee to act on its behalf, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing phases.

1.38 Wind Energy Project or Project. Any and all Lessee Improvements that are constructed, developed or operated on the Property and/or on other property as an integrated system to generate, via wind, and deliver electrical power.

1.39 Windpower Facilities. WTGs, overhead and underground electric collection and distribution lines and communication lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with WTG installations, roads, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment that are necessary for Wind Energy Development on the Property.

1.40 WTG or Wind Turbine Generator. Any wind turbine generator or wind machine designed for the generation of electrical power from wind, including without limitation, the associated towers, blades, nacelles, support structures, guy wires, braces, and directly related equipment.

Article 2 **PROPERTY**

2.1 Description. For good and valuable consideration, the receipt of which is hereby Acknowledged, Owner hereby leases to Lessee, and Lessee leases from Owner on the terms and conditions set forth herein, the real property of Owner, consisting of approximately 4,804.27 acres of land located in the County of Albany, State of Wyoming, and more particularly described in **Exhibit 1**, attached hereto and incorporated herein (the "Property"). Lessor considers the wind (wind resource, wind energy, or wind right) an unseverable interest in the surface estate and the

WIND ENERGY LEASE AGREEMENT

BETWEEN

STATE OF WYOMING, BOARD OF LAND COMMISSIONERS AND CONNECTGEN ALBANY COUNTY LLC

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right to use the wind for Wind Energy Development is included in this Lease Agreement. The Property is graphically depicted on the map attached hereto and incorporated herein as **Exhibit 2**.

2.2 Disclaimer of Warranties. Lessee acknowledges that **OWNER HAS MADE NO EXPRESS WARRANTIES WITH REGARD TO THE PROPERTY and TO THE MAXIMUM EXTENT PERMITTED BY LAW, LESSEE WAIVES THE BENEFIT OF ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, OR FITNESS (OR SUITABILITY) FOR LESSEE'S PARTICULAR PURPOSE. BY EXECUTING THIS LEASE AGREEMENT AND BY OTHERWISE OCCUPYING THE PROPERTY, LESSEE SHALL BE DEEMED TO HAVE ACCEPTED THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION AS SUITABLE FOR THE PURPOSES DESCRIBED HEREIN.**

Article 3 **USE AND OCCUPANCY OF PROPERTY**

3.1 Uses. The Property leased under this Lease Agreement is leased to Lessee for Wind Energy Development on the Property and shall be used by Lessee only for those purposes. Lessee shall have the exclusive right to use the Property for Wind Energy Development as defined in Section 1.36. Subject to Section 8.1, nothing herein shall obligate the Lessee to construct, install or operate any Windpower Facilities on the property.

3.2 Access License. Owner hereby grants to Lessee, for a term consistent with the Lease Term, a license to utilize the Property for ingress to and egress from Windpower Facilities and within the Project, or to access a public right of way providing access to the Project, by means of roads and lanes already existing on the Property, or otherwise by such route or routes as Lessee may construct from time to time. This access license shall run with the Property and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors, and assigns, and all persons claiming under them for the duration of this Lease Agreement and may be in a recordable form. So long as Lessee is in compliance with the terms and conditions of this Lease Agreement, this access license shall be irrevocable during the Term of this Lease Agreement. This access license shall automatically terminate upon the expiration or termination of this Lease Agreement.

Lessee may use existing roads located on the Property to construct, maintain, operate, and access the Project's Windpower Facilities, subject to Lessee consulting and coordinating with any existing user of the existing roads having a permit, license, lease, or easement on said road, to determine that the combined uses are compatible, to determine an appropriate maintenance plan, and to agree on improvements that may be made to the existing roads. Improvements to the existing roads, as agreed to with other existing users, shall be done at the Lessee's sole cost and expense so that they support Lessee's operations. Lessee shall use commercially reasonable efforts to improve existing roads, but to the extent that such roads, as improved, are not sufficient in Lessee's determination for use in connection with the Wind Energy Development and Lessee's operations, Lessee shall have the right to build new roads in such locations on the Property as needed for such

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purposes. Lessee shall endeavor to construct new roads or to improve existing roads so as to minimize the number of new roads and the amount of surface acreage over which such roads are constructed. Roads used by Lessee on the Property for Wind Energy Development, access and Lessee's operations, whether newly constructed by Lessee or shared with existing users, shall be maintained in good condition and repair.

3.3 Transmission Easement. In the event Lessee wishes to establish one (1) or more Transmission Facilities on the Property, Lessee shall apply to Owner for an easement pursuant to Owner's Rules and Regulations. Lessee shall thereafter follow Owner's applicable rules and regulations in force at the time Lessee applies for such easement.

3.4 Easement Upon Termination. In the event of termination of this Lease Agreement pursuant to Article 10 of this Lease Agreement, Lessee may apply for any new easements pursuant to Owners' Rules and Regulations.

3.5 Repair and Maintenance. Owner shall not be required to make any repairs to the Property or Lessee Improvements located on the Property during the Lease Term.

3.6 Installation of Additional Improvements. Other than the activities and improvements permitted in this Article 3 of this Lease Agreement, Lessee shall not cause any improvements to be installed on the Property without first obtaining the written consent of Owner. Lessee shall submit any application for Owner's consent to construction and installation of additional improvements on the Property in accordance with all applicable Wyoming state statutes, and agency rules, and regulations.

3.7 Interference with Existing Uses. Lessee's use of the Property for Wind Energy Development, including, without limitation, its installation and operation of Windpower Facilities, shall not unreasonably disturb any Existing Uses of the Property.

Article 4 **TERM**

4.1. Term. This Lease Agreement shall be for a term commencing on the Effective Date and continuing until the fortieth (40th) anniversary of the Effective Date (the "Lease Term"). At the conclusion of the Lease Term, Lessee and Owner may renegotiate this Lease Agreement provided the total term of this Lease Agreement does not exceed seventy-five (75) years and that Lessee complies with Owner's Rules and Regulations in effect at the time of renegotiation. In such event, Owner and Lessee shall enter into a new wind energy lease agreement evidencing the additional lease term. Any new wind energy lease agreement shall contain the terms and conditions (including the total Rents to be paid under such new lease term) agreed to by Owner and Lessee.

4.2 Termination for Failure to Develop. Owner may terminate this Lease Agreement or any portion of this Lease Agreement without being deemed in Default and without further liability to Lessee if:

(a) Lessee shall fail to commence construction of the Windpower Facilities within six (6) years of the Effective Date, subject to Lessee's option in Section 4.2(c).

(b) Upon Owner's receipt of the WTG locations as required by Section 13.21, Owner may remove any quarter section (or portion thereof) of the Property from this Lease Agreement by written notice as provided in subsection (c) if that quarter section does not have Windpower Facilities located within that quarter section. Any Access License or other right granted by this Lease on any removed portion of the Property shall terminate and Lessee may apply to Owner for an easement, lease, or permit pursuant to Owner's Rules and Regulations.

(c) Upon written notification by the Owner to the Lessee that a portion of the Property is to be removed from this Lease as set forth in 4.2(b), the Lessee shall have a thirty (30) day period from Lessee's receipt of such notice in which to exercise an option to keep any such portion within this Lease, provided that Lessee pays annually in advance, an annual fee of fifteen dollars (\$15.00) per acre, on the portion not to be removed from this Lease. The fee due under this provision shall be adjusted for inflation as described in Section 5.4(b). Any annual fee due under this provision shall begin at the Operations Date and continue throughout the remaining Term of this Lease, or until such time as a WTG is placed on the portion and begins delivering electricity to the utility electric grid. This provision shall not be used to extend the Commencement of Construction deadline set forth in Section 4.2(a).

4.3 New Sublessee Agreement. Any Sublessee shall have the right to enter a new wind energy lease agreement with Owner evidencing any additional lease term agreed to by the parties pursuant to Section 4.1, on all or part of the Property, as provided in this Article 4, if such Sublessee's right to enter into such new wind energy lease agreement is provided for in a sublease that has specifically been approved in advance by Owner.

4.4 New Memorandum of Recording. With respect to any additional lease term, Owner and Lessee shall execute in recordable form, and Lessee may then record, a memorandum evidencing the additional lease terms, satisfactory in form and substance to Owner and Lessee.

Article 5

RENT

5.1 Rent. In consideration of the rights granted hereunder, Lessee shall pay Owner the Rents provided herein, without notice or demand, for the use and occupancy of the Property during the Term of this Lease Agreement.

5.2 Initial Payments. From the Effective Date of this Lease Agreement up to and including the calendar month preceding the Operations Date, Lessee shall pay Owner \$5.00 per acre per year for years 1 and 2, \$5.50 per acre per year for years 3 through 5, \$6.00 per acre per

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year for years 6 and 7, and \$7.00 per acre per year for years 8 until Operations Date, payable annually in advance. For the avoidance of doubt, each “year” as referenced in the immediately preceding sentence shall mean each 12-month period between the Effective Date and the next anniversary of the Effective Date. By way of example only, in the event the Effective date of this Lease Agreement is May 1, 2019, then “year 1” shall be from May 1, 2019 through April 30, 2020, “year 2” shall be from May 1, 2020 through April 30, 2021, and so on.

5.3 Installation Fees. Lessee shall pay Owner a one-time installation fee equal to \$3,000 per megawatt (“MW”) of installed capacity of any WTG to be built in any particular phase of construction on the Property, based on such facilities’ Name Plate Capacity including any Repowering of such facilities. Each Installation Fee shall be paid fifty percent (50%) upon Commencement of Construction of such facilities and fifty percent (50%) at the Operations Date.

5.4 Operating Fees. From the Operations Date and until any Windpower Facilities installed on the Property are completely removed from the Property in accordance with Article 11, Lessee shall pay to Owner a quarterly operating fee which shall be the greater of the amount calculated below in this Section 5.4(a) or Section 5.4(b). Or, if Lessee is a Regulated Utility, Lessee shall pay to Owner a quarterly operating fee as defined below in Section 5.4(d) of this Lease Agreement:

- (a) Gross Revenue Operating Fee. Six percent (6.0%) of Gross Revenues, annually escalating in the amount of one-tenth of one percent (0.1%), such escalation commencing on the 1-year anniversary of the first day of the calendar quarter in which the Operation Date occurred.

For purposes of determining payments in accordance with the Gross Revenue Operating Fee, when electricity produced by WTGs on the Property and other properties within the Project are delivered to a common meter, the number of kilowatt hours of electricity generated on the Property shall be determined monthly in accordance with the following formula:

$$(CM) \left(\frac{MW \text{ Property}}{MW \text{ Project}} \right) = TKW$$

CM is the total number of kilowatt hours available for sale at the common meter.

MW Property is the nameplate capacity (in MW) of turbines installed on the Property.

MW Project is the total nameplate capacity (in MW) of turbines installed in the Project.

TKW is the total kilowatt hours attributed to Lessee for use in determining the Gross Revenues Operating Fee.

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(b) Base Operating Fee. \$1,050 per calendar quarter for each MW of installed capacity of WTG installed on the Property so installed in or prior to such calendar quarter, adjusted for inflation as provided in this Section 5.4. For the purposes of calculating the Base Operating Fee under this Section, the Base Operating Fee shall be adjusted triennially by the increase or decrease in the Consumer Price Index ("CPI") as follows: The base for computing the increase or decrease in the CPI for purposes of this Section shall be the Consumer Price Index - All Urban Consumers, U.S. City Average, All Items (1982-84 Base = 100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index") for the month prior to the Effective Date of this Lease Agreement (the "Beginning Index"). The adjustment shall be effective on January 1 of the calendar year starting with the Operations Date and the Base Operating Fee shall be determined by multiplying * by a fraction, the numerator of which is the Index published for the month of December prior to each triennial adjustment and the denominator of which is the Beginning Index. If the Index is changed so that the base year differs from that used to calculate the Beginning Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Lease Term, such other government Index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The amounts payable hereunder for a calendar quarter shall be prorated for each MW of installed capacity of Windpower Facilities for which the Operations Date or Removal Date occurs during such quarter, based on the number of days in such quarter following the Operations Date or prior to the Removal Date.

(c) In conjunction with each quarterly Operating Fee made to Owner, Lessee shall furnish to Owner a statement setting forth the amount of Gross Revenues received by Lessee during each calendar quarter and the Operating Fee due to Owner for such calendar quarter.

(d) Utility Operating Fee. *Calculation of Gross Revenue Operating Fee if Lessee is a Regulated Utility.* Subject to the approval of the regulated utility, and notwithstanding anything in this Lease Agreement to the contrary, to the extent that Lessee is a Regulated Utility, then the Operating Fee due under this Section 5.4 for the applicable period or periods shall not be computed as a percentage of Gross Revenues in accordance with the terms set forth in Section 5.4(a) above, but shall instead be equal to the Utility Asset Production Price of \$2.32 multiplied by the total MWh of electricity generated by all the WTGs located on the Property during the period in question, as measured by the common meter, or as calculated by the total wind energy generation produced by WTGs located on the Property as a percentage of the wind energy generated by the whole Wind Energy Project (hereinafter "***Utility Operating Fee***"). The Utility Asset Production Price will be triennially adjusted for inflation as provided in Section 5.4(b) above. However, if notwithstanding its status as a regulated utility and contrary to its intended and foreseeable use of the electricity generated by the WTGs on the Property, Lessee is or becomes a party to a power purchase agreement specifically for the sale of electricity generated by the

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WTGs installed on the Property (as opposed to the sale or trade under in this Section 5.4(d)), the utility shall pay the Gross Revenue Operating Fee as calculated under Section 5.4(a) above for the applicable year. The foregoing provisions of this Section 5.4(d) shall not be interpreted to require any additional payment by Lessee if Owner has been paid Gross Revenue Operating Fee for the same electricity pursuant to the provisions of Section 5.4(a). If Lessee is a regulated utility, it is understood that Lessee shall be responsible for paying the Base Operating Fee if required under Section 5.4, provided that during the period when Lessee is required to pay the Utility Operating Fee, the greater of Utility Operating Fee and Base Operating Fee for a Production Year shall be paid to Owner for the same Production Year.

(e) Payments of any Operating Fee shall be made quarterly and shall be due within thirty (30) days of the end of each calendar quarter.

5.5 Minimum Fee. In no event shall the Operating Fee under Paragraph 5.4 of this Lease Agreement be less than \$100.00 per acre (prorated for partial quarters) of the Property leased under this Lease Agreement for any year as described in the chart immediately below, prorated and paid quarterly in arrears, within thirty (30) days of the end of each calendar quarter, during the Lease Term after the Operations Date through the Removal Date.

In the event the Operation Fee as calculated over the course of a year as measured in the manner described in the preceding chart is less than the Minimum Fee, then on the next quarterly payment due to Owner, Lessee shall include the payment of such deficiency to Owner.

5.6 Favored Nations. The Parties agree that if Lessee enters into an agreement with another landowner in connection with the Project wherein pricing or rental terms or conditions are more favorable to that landowner than provided to Owner in this Lease Agreement, Lessee shall amend this Lease Agreement with Owner's written consent to include pricing, terms, and conditions so that this Lease Agreement is at least as favorable to Owner as the equivalent pricing, terms, and conditions offered to the other landowner.

Article 6

ADDITIONAL AMOUNTS

6.1 Additional Amounts. In addition to the Rents provided above, Lessee shall also pay the additional amounts described herein.

6.2 Surface Impact Payments. Prior to surface disturbance, a surface impact payment shall be negotiated with the existing surface lessee(s) of the Property and paid pursuant to the Owner's Rules and Regulations.

6.3 Financial Assurances. Owner shall require Lessee to provide Financial Assurance

as a condition of this Lease Agreement, sufficient to assure compliance with all terms and conditions of the Lease Agreement, including without limitation, all obligations required under the Reclamation Plan and the Decommissioning Plan. Any Financial Assurance posted with respect to this Lease Agreement may be used by Owner for payment for compliance with all terms and conditions of this Lease Agreement, including without limitation, compliance with Owner's rules applicable to this Lease Agreement. The amount of Financial Assurance shall not be reduced by any anticipated salvage value related to the Windpower Facilities. Any such Financial Assurance shall not apply to reclamation on any other properties comprising the Project.

All Financial Assurance shall be in place prior to Commencement of Construction, and shall be adjusted up or down every five (5) years from the Effective Date until completion of Final Reclamation. Estimates of costs for decommissioning and site reclamation shall be made by a licensed professional engineer ("Engineer Estimate") provided by Lessee, subject to review and approval by Owner. The Engineer Estimate shall include (i) a general discussion of assumptions, including equipment, timeframes, backup calculations, procedures, methods, and any other considerations used in developing the cost estimate; (ii) a detailed description of the decommissioning activities to be performed; and (iii) a detailed description of the reclamation activities to be performed. Owner may release the Financial Assurance mechanism when Final Reclamation is achieved, in Owner's sole discretion.

Upon a showing of costs established by an Engineer's Estimate, pursuant to Chapter 6, Section 13 of Owner's Rules and Regulations, additional Financial Assurance to cover risks not anticipated at the time of this Lease Agreement may be required at any time by the Director, provided the Director first provides Lessee sixty (60) days written notice stating the reason for and the amount of additional Financial Assurance. The additional Financial Assurance will remain in place until the unanticipated risk is diminished.

In the event the Project is required to be permitted by the Wyoming Industrial Siting Council, the Director may consult with the Wyoming Department of Environmental Quality, Industrial Siting Division, to determine whether the amount of Financial Assurance required by the Industrial Siting Council for the Property is sufficient to reduce the amount of any Financial Assurance required by Owner under this Lease Agreement.

6.4 Interest. If Lessee shall fail to pay Owner any amount required hereunder within thirty (30) days after such payment is due, interest on the unpaid amount shall accrue at a rate of eighteen percent (18%) per annum, from the date payment was due until the date payment is made. Any such late charge shall be in addition to all other rights and remedies available to Owner hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Owner's remedies in any manner. Following the dishonor of any check presented by Lessee for payments due and owing Owner pursuant to the terms of this Lease Agreement, Owner shall have the right, at Owner's option, to require all further payments to be made by certified check, money order or wire transfer. For purposes of this Section, any adjustment payment made by Lessee to correct a prior underpayment shall be treated as due on the date such underpayment was originally

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due; provided, however, any adjustment payment made by Lessee as the result of an independent audit conducted at Lessee's expense shall not be subject to a late charge as described herein.

6.5 Taxes. Lessee shall be responsible for and pay all taxes, assessments, and any other fees or charges of any type, which may be levied against or assessed by reason of (i) Lessee's leasehold interest hereunder or Lessee's use of the Property, and (ii) the Lessee Improvements and Lessee's, Assignee's, or Sublessee's equipment located on the Property. Lessee, Assignees and Sublessees shall not be responsible for the payment of any taxes, assessments, or other fees or charges of any type, which may be levied against or assessed by reason of (i) the value of the unimproved Property, and (ii) any improvements or equipment installed on the Property by Owner or lessees other than Lessee, Sublessees, or Assignees.

Article 7

INSURANCE AND INDEMNITY

7.1 Insurance. Prior to Commencement of Construction on the Property, Lessee shall provide, at its expense, coverage against claims arising out of Lessee's or its contractors' and agents' occupation and use of the Property under this Lease Agreement for bodily injury and death, and from damage to or destruction of property of others, but excluding loss of use thereof, with minimum combined single limits of Five Hundred Thousand Dollars (\$500,000.00) per claimant and One Million Dollars (\$1,000,000.00) per occurrence, accident or incident, which has a commercially reasonable deductible.

(a) **Insurance Requirements.**

- (i) During the term of this Agreement, the Lessee shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Lessee or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Lessee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) Lessee shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein upon Owner's request. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails. Any policy endorsement shall be provided with the Certificate of Insurance
- (iv) Lessee shall provide at least thirty (30) days advance written notice of cancellation to Owner.

- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, Owner may, at Owner's option, obtain and maintain, at Lessee's expense, insurance in Lessee's name, or "Sublessee's," as Owner may deem appropriate.
 - (vi) All policies required by this Agreement shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
 - (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.
- (b) Insurance Coverage. The Lessee shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:
- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for explosion, collapse, and underground property damage. This coverage may not be excluded by endorsement.

7.2 Indemnity. LESSEE SHALL RELEASE, INDEMNIFY, AND HOLD HARMLESS OWNER, THE OFFICE OF STATE LANDS AND INVESTMENTS, AND THEIR OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ANY CAUSE OF ACTION, CLAIMS, OR DEMANDS TO THE EXTENT ARISING OUT OF LESSEE'S PERFORMANCE UNDER THIS LEASE AGREEMENT. THE FOREGOING RELEASE AND INDEMNITY SHALL NOT INCLUDE LOSSES OF RENT, BUSINESS OPPORTUNITIES, PROFITS AND THE LIKE THAT MAY RESULT FROM OWNER'S LOSS OF USE OF THE PORTION OF THE PROPERTY OCCUPIED BY WINDPOWER FACILITIES PURSUANT TO THIS LEASE AGREEMENT. FURTHER, THE FOREGOING RELEASE AND INDEMNITY SHALL NOT EXTEND TO PROPERTY DAMAGE OR PERSONAL INJURIES ALLEGEDLY ATTRIBUTABLE TO RISKS OF KNOWN AND UNKNOWN DANGERS ASSOCIATED WITH ELECTRICAL GENERATING FACILITIES, SUCH AS ELECTROMAGNETIC FIELDS, UNLESS SUCH PROPERTY DAMAGE OR PERSONAL INJURIES ARE ALLEGED BY A THIRD PARTY IN A CLAIM OR LEGAL ACTION AGAINST OWNER. LESSEE SHALL TAKE STANDARD SAFETY MEASURES TO REDUCE THE RISK

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THAT ITS OPERATIONS AND THE LESSEE IMPROVEMENTS WILL CAUSE HARM OR INJURY TO PEOPLE, PROPERTY, LIVESTOCK OR OTHER ANIMALS.

Article 8
REPRESENTATIONS, WARRANTIES, AND COVENANTS

8.1. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

(a) Lessee's Authority. Lessee has the unrestricted right and authority to execute this Lease Agreement and to perform or otherwise satisfy all obligations of Lessee described under this Lease Agreement. Each person signing this Lease Agreement on behalf of Lessee has been authorized to do so. When signed by Lessee, this Lease Agreement shall constitute a legal, valid and binding agreement enforceable against Lessee in accordance with its terms.

(b) Development Efforts. Upon Lessee's receipt of all necessary land use approvals, building permits, environmental impact reviews, and other governmental permits and approvals required for the financing, construction, installation, maintenance and operation of Lessee Improvements on the Property and other nearby properties, and expiration of any applicable appeals periods without the filing of any appeal, subject to Lessee's right to terminate under this Lease Agreement pursuant to Section 13.6, Lessee shall use commercially reasonable efforts to install WTGs on the Property as are so approved, using a commercially reasonably diligent schedule for such installations in view of the other WTGs to be installed in the Project.

8.2. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

(a) Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Lease Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Lease Agreement on behalf of Owner is authorized to do so. When signed by Owner, this Lease Agreement constitutes a legal, valid and binding agreement enforceable against Owner in accordance with its terms.

(b) Owner's Cooperation. Owner shall assist and fully cooperate with Lessee, at no cost or expense to Owner, in complying with or obtaining any land use permits and approvals, building permits, environmental assessments or impact reviews, or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of Windpower Facilities, including execution of applications for such approvals. Owner's cooperation shall be required only to the extent of Owner's standing as record title owner of the property, but not in Owner's capacity as the State of Wyoming.

(c) Existing Uses. The only Existing Uses on the Property as of the Effective Date as

shown in State records are those defined in Section 1.5 above and listed on **Exhibit 3** attached hereto, copies of which will be provided to Lessee upon request.

Article 9
ASSIGNMENT AND SUBLEASING

9.1 Assignments and Subleases. Lessee may assign this Lease Agreement and sublease the Property for Wind Energy Development.

(a) In the event Lessee assigns less than this entire Lease Agreement, then (i) the Assignee and Owner will enter into a new lease agreement, under terms and conditions identical to those found in this Lease Agreement except that the provisions regarding Rent shall only apply to the portion of the Property and/or Lessee Improvements covered by the new lease agreement, and Owner shall not disturb the Assignee's continued use and enjoyment of the Property, or portion of the Property, for the full term of this Lease Agreement, as set forth in Article 4 of this Lease Agreement, or such shorter term as the Assignee may otherwise be entitled pursuant to the new lease agreement, and (ii) Lessee and Owner shall amend this Lease Agreement to reflect such partial assignment.

(b) An Assignee or a Sublessee shall have all of the rights and benefits of Lessee under and pursuant to this Lease Agreement. For the purposes of this Article, a merger, consolidation, or change in the ownership of Lessee shall not be considered an assignment or sublease of this Lease Agreement.

(c) In the event of an assignment or sublease by Lessee, Lessee agrees to comply with Owner's rules, regulations, procedures, and any applicable laws in effect at the time of assignment or sublease. The rules, regulations, procedures, and applicable laws in effect at the time of assignment or sublease will supersede the provisions provided for in this Lease Agreement to the extent the provisions conflict. In the event that Owner's or the Director's consent or approval is required under any such rules, regulations, procedures or laws, in connection with any proposed assignment or sublease, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

9.2 Assignee/Sublessee Rights and Obligations. Any Assignee or Sublessee shall only have the rights and benefits provided under this Lease Agreement, and none shall have any obligation or liability under this Lease Agreement, except to the extent provided in the form of assignment, conveyance or sublease document that is approved by Owner. No rights, benefits or obligations shall arise prior to the time that an assignment, conveyance or sublease has been approved by Owner. Any assignment or conveyance permitted hereunder shall release Lessee from obligations under this Lease Agreement accruing after the date that liability is assumed by the Assignee. Lessee shall retain all of its obligations under this Lease Agreement in the event of a sublease. In the event of a partial assignment, Lessee's obligations under the Lease Agreement shall continue to the extent the Lessee retains a leasehold interest in the Property.

9.3 Right to Cure Defaults/Notice of Defaults/Right to New Lease.

(a) To prevent termination of this Lease Agreement or any partial interest therein, any Assignee, Lender Assignee, or Sublessee shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any or every other act or thing required of Lessee or anything necessary to cure any default and to prevent the termination of this Lease Agreement. As a condition to exercising any rights or remedies as a result of any alleged default by Lessee or a Sublessee, Owner shall give written notice of the default, in accordance with this Lease Agreement, to each Assignee, Sublessee and Lender Assignee, concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. If there is more than one Sublessee, all Sublessees shall collectively designate not more than two (2) Sublessees to receive all notices from Owner with respect to this Lease Agreement. All such designations must be made in writing to the Owner and must be signed by all Sublessees. Owner's written notice to the two Sublessees so designated by Lessee shall satisfy Owner's obligation hereunder to give written notice of a default to each Sublessee. Each Assignee, Sublessee and any Lender Assignee shall have the same amount of time to cure a default as is given to Lessee pursuant to this Lease Agreement, which cure period for each such Sublessee shall commence to run with the end of the cure period given to Lessee in this Lease Agreement.

(b) If an Assignee, Sublessee, or Lender Assignee holds an interest in less than all of this Lease Agreement, the Property, or the Windpower Facilities, any default under this Lease Agreement shall be deemed remedied, as to such partial interest, and Owner shall not disturb such partial interest, if the Assignee, Sublessee, or Lender Assignee shall have cured its pro rata portion of the default by paying the fees attributable to the Windpower Facilities in which the Assignee, Sublessee, or Lender Assignee holds an interest, or otherwise curing such default attributable to the interest held by such Assignee, Sublessee, or Lender Assignee.

(c) In the event of an uncured default by Lessee or in the event of a termination of this Lease Agreement by agreement, by operation of law or otherwise, each Sublessee, Assignee, and Lender Assignee shall have the right to request that Owner grant and enter into, a new lease, substantially identical to this Lease Agreement. If Sublessee, Assignee, or Lender Assignee shall have performed all unsatisfied obligations of Lessee under this Lease Agreement that relate to that portion of the Property in which Sublessee, Assignee, or Lender Assignee has an interest, and following due and proper compliance with Owner's rules, regulations, procedures, and any applicable statutes, Owner shall not unreasonably withhold, condition or delay granting and entering into such new lease. Additionally, Owner shall not disturb, the continued use and enjoyment by such Sublessee, Assignee or Lender Assignee of the Property, or portion of the Property, for the remaining Term of this Lease Agreement, as set forth in Article 4 of this Lease Agreement, or such shorter term as said Sublessee may otherwise be entitled pursuant to its sublease that was approved by Owner.

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(d) Further, in the event of an uncured default by Lessee or in the event of a termination of this Lease Agreement by agreement, by operation of law or otherwise, Owner hereby agrees, provided the form of sublease approved by Owner so provides, that, if and for so long as:

(i) a Sublessee is not in default under the Sublease (beyond any period given Lessee under this Lease Agreement to cure such default),

(ii) such Sublessee attorns to Owner,

(iii) the terms and conditions of the Sublease have been approved by Owner and do not contravene the terms and conditions of this Lease Agreement, and

(iv) Sublessee shall satisfy all of its unsatisfied obligations from the date of default or termination, as applicable

Owner shall: (A) recognize such Sublease; (B) not diminish nor interfere with such Sublessee's possession of the portion of the Property covered by the Sublease or with any term extension or renewal rights in the Sublease; and (C) not disturb such Sublessee's occupancy of such portion of the Property for the remaining Lease Term of this Lease Agreement or such shorter term as such Sublessee may be entitled under the sublease. The rights granted in the foregoing sentence shall also be available to a Lender Assignee that has rights in and to the Property.

9.4 Acquisition of Interest. The acquisition of all or any portion of Lessee's leasehold interest in the Property or the Lessee Improvements or this Lease Agreement by another person through foreclosure or other judicial or nonjudicial proceedings in the nature thereof or any conveyance in lieu thereof, shall not require the advance consent of Owner or constitute a breach of any provision or a default under this Lease Agreement, and Owner shall recognize the person as the Lessee's proper successor upon and following due and proper compliance with Owner's procedures.

9.5 New Lease. If this Lease Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or this Lease Agreement is terminated as result of any default (as provided in Article 10), and within sixty (60) days after such rejection or termination Lessee, or an Assignee, Lender Assignee, or Sublessee shall have arranged to the reasonable satisfaction of Owner for the payment of all fees or other charges due and payable by Lessee as of the date of such rejection or termination and the performance of all other unsatisfied obligations of Lessee up to the date of termination or rejection, then Owner will, upon compliance with all applicable rules, regulations, procedures, and laws, execute and deliver to Lessee, or such Assignee, Lender Assignee, or Sublessee, a new lease to the Property. Owner shall not unreasonably withhold, condition or delay executing and delivering such new lease which (i) shall be for a term equal to the remainder of the Lease Term, before giving effect to such rejection or

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termination, (ii) shall contain the same covenants, agreements, terms, provisions, and limitations as this Lease Agreement (except for any requirements that have been fulfilled by Lessee prior to rejection or termination of this Lease Agreement) and (iii) shall include only that portion of the Property in which Lessee or such other Assignee or Sublessee had an interest on the date of rejection or termination.

9.6 Extended Cure Period. If any Non-Monetary Default by Lessee, or an Assignee, Lender Assignee, or Sublessee under this Lease Agreement, cannot be cured without obtaining possession of all or part of the Property and/or all or part of the Windpower Facilities and/or all or part of Lessee's or another Assignee's or Sublessee's interest in this Lease Agreement, any such Non-Monetary Default shall be deemed remedied if:

- (a) Within sixty (60) days for Lessee, or within ninety (90) days for Assignee, Lender Assignee, or Sublessees, after receiving notice from Owner as set forth in Section 9.3 hereof, the Lessee, or an Assignee, Lender Assignee, or a Sublessee, shall have acquired possession of all or part of the Property and/or all or part of the Windpower Facilities and/or all or part of such interest in this Lease Agreement, or shall have commenced appropriate judicial or nonjudicial proceedings to obtain the same; and
- (b) Lessee, or the Assignee, Lender Assignee, or Sublessee, shall be in the process of diligently prosecuting any such proceedings to completion; and
- (c) After gaining possession of all or part of the Property and/or all or part of the Windpower Facilities and/or all or part of such interest in this Lease Agreement, Lessee, or an Assignee, Lender Assignee, or Sublessee, performs all other obligations as and when the same are due in accordance with the terms of this Lease Agreement; and
- (d) Owner shall continue to receive all amounts due under this Lease Agreement.

In the event any of these conditions are not fully satisfied at any time, then the extended cure provision shall automatically terminate and Owner may proceed to terminate this Lease Agreement and exercise any other remedies available at law or equity in accordance with Section 10.2. If Lessee, or an Assignee, Lender Assignee, or Sublessee, 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 or insolvency proceeding involving Lessee, or any defaulting Assignee or Sublessee from commencing or prosecuting the proceedings described above, the sixty (60) day period or ninety (90) day period, specified above, shall be extended for the period of such prohibition.

9.7 Estoppel Certificates. Owner shall execute such estoppel certificates, as Lessee or an Assignee, Lender Assignee or Sublessee may reasonably request from time to time, certifying that no default then exists under this Lease Agreement, if such be the case. If no default exists, Owner shall state that the Lease Agreement is in full force and effect, all payments due under the Lease Agreement are current, confirm the Effective Date of the Lease Agreement. Owner may

certify as to other matters as Lessee or an Assignee, Lender Assignee, or Sublessee may reasonably request from time to time.

Article 10
DEFAULT AND LESSOR'S REMEDIES

10.1 Events of Default. The following events shall be deemed to be events of default by Lessee under this Lease Agreement; provided, that Assignees, Lender Assignees, Sublessees and Leasehold Mortgagees shall have the right to cure any default under this Lease Agreement after notice from Owner pursuant to Sections 9.3 and 12.2:

- (a) Lessee shall fail to pay any amount payable under this Lease Agreement within thirty (30) days of when due;
- (b) Lessee shall fail to comply with any other term, provision or covenant of this Lease Agreement within sixty (60) days after written notice from Owner to Lessee, specifying Lessee's failure to comply; provided, however, that if the nature of Lessee's obligation is of such a nature that it cannot reasonably be cured within such 60-day period, Lessee shall not be deemed to be in default so long as Lessee commences curing such failure within such 60-day period and diligently prosecutes the same to completion; and
- (c) Lessee shall do or permit to be done anything that creates a lien upon the Property and such lien is not removed or bonded around within sixty (60) days after written notice thereof from Owner to Lessee. A Leasehold Mortgage on the Property shall not be considered an event of default pursuant to Section 12.2.

10.2 Remedies. Upon the occurrence of any event of default by Lessee, but subject to the rights of Assignees, Lender Assignees, Sublessees and Leasehold Mortgagees to cure any default under this Lease Agreement, Owner may enforce the provisions of this Lease Agreement in any manner provided by law or in equity, including, without limitation, the termination of this lease as provided below, without further notice or demand whatsoever, unless any such further notice or demand are required by law.

- (a) Termination of this Lease Agreement. At Owner's option, and after satisfaction of applicable laws, rules and regulations, Owner may terminate this Lease Agreement and, in such event, Lessee shall surrender the Property to Owner upon expiration of the Removal Period. If upon termination of this Lease Agreement Lessee fails to surrender the Property upon expiration of the Removal Period, Owner may enter upon and take possession of the Property by any lawful means, and lock out, expel, or remove Lessee without being guilty in any manner of trespass, without liability for any damage or loss occasioned thereby, and without prejudice to any remedies available to Owner for possession of the Property, collection of amounts due, breach of contract, or otherwise. In such event, Lessee agrees to pay to Owner on demand the following: (i) any unpaid Rents and other sums due and payable under this Lease Agreement; and (ii) reasonable attorneys' fees and costs incurred

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in connection with the collection of amounts due under this Lease Agreement, the enforcement and termination of this Lease Agreement, expenses of restoring the Property in accordance with Section 11.1, and interest on all such amounts due in accordance with Section 6.4.

10.3 Non-Exclusive Remedies. Pursuit of any one remedy shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rents or other sums due to Owner hereunder or of any damages accruing to Owner by reason of Lessee's violation of any of the terms, provisions, and covenants herein contained. Owner's acceptance of Rents following an event of default shall not be construed as Owner's waiver of any such event of default. Additionally, no affirmative waiver by Owner of any event of default or any violation or breach of the terms, provisions and covenants contained in this Lease Agreement shall be deemed or construed to constitute a waiver of any other violation or default. No payment by Lessee or on behalf of Lessee or receipt by Owner of any amount less than the amounts due by Lessee hereunder shall be deemed to be anything other than on account of the amounts due by Lessee, nor shall any endorsement or statement on any check or document accompanying any payment be deemed an accord and satisfaction.

Article 11 **RECLAMATION**

11.1 Reclamation and Decommissioning Plan. Prior to Commencement of Construction, Lessee shall provide to Owner a facility decommissioning plan ("Decommissioning Plan") and a final reclamation plan ("Reclamation Plan") for the Property, consistent with the facility decommissioning and final reclamation plans for wind energy facilities set forth in Chapter 1, Section 9 of the Wyoming Industrial Development Information and Siting Rules and Regulations ("ISC Regulations"), as may be amended from time to time. Lessee shall decommission, reclaim and restore the Property disturbed by Lessee, or any permitted Sublessees or Assignees, to a condition and forage density reasonably similar to its condition and forage density on the Effective Date, as described in the Reclamation Plan and Decommissioning Plan, and consistent with the uses permitted by this Lease Agreement. The Decommissioning Plan and the Reclamation Plan shall be updated five (5) years after the Effective Date and every five (5) years thereafter until the Project is fully decommissioned and Final Reclamation is achieved, as determined by Owner, in Owner's sole discretion.

11.2 Removal of Lessee Improvements. Upon the expiration or termination of this Lease Agreement, Lessee shall, within the Removal Period, satisfactorily accomplish the requirements of the Decommissioning Plan and Reclamation Plan. Lessee shall have the right of ingress and egress to the Property and the right to occupy the Property during the Removal Period in order to perform its obligations under this Article 11.

11.3 Failure to Remove. If Lessee fails to remove from the Property the Lessee Improvements, equipment, or any other personal property, within the Removal Period, or such

longer period as Owner may provide by express written extension, Owner may do so, in which case Lessee shall reimburse Owner for all reasonable costs of removal and restoration incurred by Owner. Lessee agrees and acknowledges that in the event it fails to remove the Lessee Improvements (and any other improvements approved by Owner), equipment or any other personal property within the Removal Period (or any written extension granted by Owner), then Lessee shall forfeit ownership of the Lessee Improvements (and any other improvements approved by owner), equipment, or any other personal property and shall not be entitled to any portion of the proceeds Owner may realize from the sale of the Lessee Improvements, equipment, or any other personal property.

Article 12 **ENCUMBRANCES**

12.1 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to the Property in connection with Lessee's use of the Property pursuant to this Lease Agreement; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove such lien from the Property or sufficiently bond around such lien pursuant to applicable law.

12.2 Leasehold Mortgage. Lessee and each Sublessee shall have the absolute right at any time and from time to time, without obtaining Owner's consent, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Lease Agreement, in its sublease and/or in any Windpower Facilities or any revenue derived therefrom to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation. Provided that Owner receives a "Notice of Security Interest in State Lease" or other written notice of a Leasehold Mortgage in accordance with all State laws, rules, regulations and Owner's procedures, then any Leasehold Mortgagee shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Article. No Leasehold Mortgage shall encumber or affect in any way the interest of Owner or Owner's fee interest in and to the Property.

12.3 Leasehold Mortgagee's Right to Possession, Acquire, and Assign. A Leasehold Mortgagee shall have the absolute right:

- (a) to assign its security interest;
- (b) to enforce its lien and acquire title to the leasehold estate by foreclosure or any other lawful means and thereafter to assign or transfer the leasehold estate to a third party;
- (c) to take possession of and operate the Property, the Lessee Improvements or any portion thereof and to perform all obligations to be performed by Lessee or a Sublessee hereunder, or to cause a receiver to be appointed to do so; and

- (d) to acquire title to the leasehold estate by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party.

Owner's consent shall not be required for the acquisition of the encumbered leasehold or subleasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure. Upon the Leasehold Mortgagee's acquisition of the leasehold estate, whether by foreclosure or assignment in lieu of foreclosure, Leasehold Mortgagee shall have the right to assign said acquired leasehold estate provided the Leasehold Mortgagee and proposed assignee (as applicable) shall first satisfy each of the following conditions: (i) any such assignee shall assume all of Lessee's obligations under this Lease Agreement; (ii) Leasehold Mortgagee and/or any proposed assignee shall have satisfied, to Owner's reasonable satisfaction, every obligation of Lessee, except Non-Curable Defaults, if any, existing under this Lease Agreement which remain unsatisfied at the time of the proposed assignment; and (iii) Leasehold Mortgagee and any such assignee shall satisfy all applicable State laws, rules, regulations and Owner's procedures relating to assignment of leases on State lands.

12.4 Leasehold Mortgagee's Notice of Default/Opportunity to Cure. As a condition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. If there is more than one Leasehold Mortgagee, all Leasehold Mortgagees shall collectively designate not more than two (2) Leasehold Mortgagees to receive notice from Owner on behalf of all Leasehold Mortgagees with respect to this Lease Agreement and Owner's provision of notice to said two (2) designated Leasehold Mortgagees shall be deemed to be notice to all Leasehold Mortgagees. In the event the Owner gives such a written notice of default, the following provisions shall apply to each Leasehold Mortgagee:

- (a) The Leasehold Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after Lessee's receipt of notice of default, plus, in each instance, the following additional time periods: (i) thirty (30) days, for a total of sixty (60) days after receipt of the notice of default in the event of any Monetary Default; and (ii) sixty (60), for a total of one hundred twenty (120) days after receipt of the notice of default in the event of any Non-Monetary Default, provided that such one hundred twenty (120) day period shall be extended for the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such Non-Monetary Default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance that complies with the requirements of this Lease Agreement, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the

original Lessee hereunder. Owner shall not terminate this Lease Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above.

(b) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rents and all other monetary obligations payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, the Leasehold Mortgagee or party acquiring title to Lessee's leasehold estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Lease Agreement based upon such defaults shall be deemed waived and this Lease Agreement shall continue in full force and effect; provided, however, the Leasehold Mortgagee or party acquiring title to Lessee's leasehold estate shall not be required to cure any Non-Curable Default. Any Non-Curable Defaults, if any, shall be deemed waived by Owner upon completion of foreclosure proceedings or acquisition of Lessee's interest in this Lease Agreement by such party.

(c) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Lease Agreement incurred or accruing after such Leasehold Mortgagee or other party no longer has ownership of the leasehold estate.

(d) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease Agreement as long as the Rents and all other monetary charges payable by Lessee hereunder are paid by the Leasehold Mortgagee and all other obligations of Lessee which the Leasehold Mortgagee is capable of performing continue to be performed all in accordance with the terms of this Lease Agreement.

(e) Nothing herein shall be construed to extend this Lease Agreement beyond the Lease Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after a default has been cured. If a default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Lease Agreement shall continue in full force and effect.

12.5 New Lease to Mortgagee. If this Lease Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Owner will upon written request from any Leasehold Mortgagee within ninety (90) days after any such event and upon any such Leasehold Mortgagee's compliance with all applicable rules, regulations, procedures, and laws, enter into a new lease of the Property (and Owner shall not unreasonably withhold, condition or delay entering into such new lease), on the following terms and conditions:

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(a) The terms of any new lease shall commence on the date of rejection or disaffirmation and shall continue for the remainder of the Lease Term, at the same Rent and subject to the same terms and conditions set forth in this Lease Agreement. Such new lease shall be subject to all existing subleases on the date of rejection or disaffirmation, provided the Sublessees are not then in default.

(b) Any new lease shall be executed within thirty (30) days after the conclusion of the ninety (90) day period in which Leasehold Mortgagees may request the execution of a new lease, provided said Leasehold Mortgagee: (i) pays to Owner all Rents and other monetary charges payable by Lessee under the terms of this Lease Agreement up to the date of execution of the new lease, as if this Lease Agreement had not been rejected or disaffirmed, less the Rents and other payments actually collected by Owner from Sublessees or other occupants of the Property and previously or thereafter applied against such Rent obligation; and (ii) performs all other obligations of Lessee under the terms of this Lease Agreement except for any non-curable defaults, if any; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Lessee and would have accrued under this Lease Agreement up to the date of commencement of the new lease, except those obligations which constitute non-curable defaults, if any. Any new lease granted the Leasehold Mortgagee shall enjoy the same priority as this Lease Agreement over any lien, encumbrance or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the new lease may be executed by a designee of such Leasehold Mortgagee without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) After the rejection or disaffirmation of this Lease Agreement and during the period thereafter during which any Leasehold Mortgagee shall be entitled to enter into a new lease of the Property, Owner will not terminate any sublease or the rights of any Sublessee thereunder unless such Sublessee shall be in default under such sublease. During such period, if the Owner shall receive any rent and other payments due from Sublessees, including Sublessees whose attornment it shall have agreed to accept, it will do so as agent of such Leasehold Mortgagee and shall deposit such rents and payments in a separate and segregated account in trust subject to a right of setoff against amounts due to Owner; and, upon the execution and delivery of such new lease, shall account to the Lessee under said new lease for the rent and other payments made by said Sublessees; and the Lessee shall thereupon assign the rent and other payments due under said subleases to any Leasehold Mortgagees under this Lease Agreement. The collection of rent by Owner acting as an agent pursuant to this Section shall not be deemed an acceptance by Owner for its own account of the attornment of any Sublessee unless Owner shall have agreed in writing with such Sublessee that its tenancy shall be continued following the expiration of any period during which a Leasehold Mortgagee may be granted a new Lease, in which case such attornment shall take place upon such expiration but not before. Owner shall not be under any obligation to enforce any subleases.

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(e) If more than one Leasehold Mortgagee makes a written request for a new lease pursuant hereto, the new lease shall be delivered to the Leasehold Mortgagee requesting such new lease whose Leasehold Mortgage is prior in lien, and the written request of any other Leasehold Mortgagee whose lien is subordinate shall be void and of no further force or effect.

(f) The provisions of this Section 12 shall survive the rejection or disaffirmation of this Lease Agreement and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the effective date of such rejection or disaffirmation of this Lease Agreement to the date of execution and delivery of such new lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for a new lease as set forth herein are complied with.

12.6 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Lease Agreement to the contrary, the Parties agree that so long as there exists an unpaid Leasehold Mortgage, this Lease Agreement shall not be materially modified or amended and Owner shall not accept a surrender of the Property or any part thereof or a cancellation or release of this Lease Agreement from Lessee prior to expiration of the Term without the prior written consent of the Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by each Leasehold Mortgagee.

12.7 No Waiver. No payment made to Owner by a Leasehold Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Lease Agreement; and a Leasehold Mortgagee having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.

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

Article 13

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13.1 Ownership of Windpower Facilities. Owner shall have no ownership or other interest in the Lessee Improvements including all Windpower Facilities installed on the Property, and Lessee may remove any of Lessee Improvements and Windpower Facilities at any time. The

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Lessee Improvements, including all Windpower Facilities, are not fixtures and shall not be fixtures notwithstanding the manner in which they are affixed to any real property. Lessee is the exclusive owner of Lessee Improvements and Windpower Facilities unless the Lessee fails to remove all Lessee Improvements within one hundred twenty (120) days after the Removal Period. At such time any Lessee Improvements still remaining on the Property shall become property of the Owner.

13.2 Net Lease. Lessee and Owner acknowledge and agree that Owner shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with the ownership, construction, operation, maintenance, repair or reconstruction of the Lessee Improvements.

13.3 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid Laws of any Governmental Body applicable in connection with its possession of, construction upon and use of the Property. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property or Windpower Facilities of any Laws, property assessment, or the like now or hereafter made or issued by any Governmental Body. Owner will not interfere in such contest provided, however, this provision shall not apply to any Law, property assessment, or the like that is applicable to all state trust lands or the Owner's fiduciary obligations with respect to those lands. Any such contest or proceeding shall be controlled and directed by Lessee; provided, however, in the event Owner is required to be a party in any such proceeding under applicable law or is requested to be a party by Lessee, it may control and direct its participation in such proceeding at no expense to Lessee.

13.4 Hazardous Materials.

(a) Lessee's use, possession, or control of the Property shall not cause the contamination or pollution of any environmental medium, including soil, surface waters, groundwaters, sediments, and surface and subsurface strata, ambient air or any other environmental medium in, on, or under, the Property, by any waste, pollutant, or contaminant in violation of Environmental Laws. Lessee shall use the degree of care required by applicable Environmental Laws to prevent the contamination or pollution of the Property. Lessee and its Sublessees, contractors or agents shall not bring on the Property any Hazardous Materials, except in compliance with Environmental Laws or in ordinary products commonly used in connection with the permitted use of Property and stored in the proper manner and quantities and in accordance with all applicable Environmental Laws. Any such products, including but not limited to oils or solvents, which become a regulated waste when spent shall be manifested and removed for offsite disposal at an authorized facility in accordance with applicable law. Lessee shall not engage in or allow any activity on the Property that requires a solid or hazardous waste management permit without specific prior written approval from Owner.

(b) Lessee's violation of the foregoing prohibition set forth in Section 13.4(a) shall constitute a material breach and default hereunder and Lessee shall indemnify, hold harmless and defend Owner from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorney's fees and court costs) caused by or arising out of

(i) a violation of the foregoing prohibition; or (ii) the release or disposal of any Hazardous Materials on, under, or about the Property by Lessee or its agents, directors, officers, servants, employees, contractors, invitees, customers, guests or licensees. In conformance with the requirements of applicable law, Lessee shall clean up, remove, remedy and repair any air, soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials in, on, under, or about the Property, by Lessee or its agents, directors, officers, servants, employees, contractors, invitees, customers, guests or licensees. Lessee shall immediately give Owner written notice of any breach or suspected breach of this Section 13.4, upon learning of the presence or any release of any Hazardous Materials, or upon receiving notice from any Governmental Body pertaining to Hazardous Materials which may affect the Property. The obligations of Lessee hereunder shall survive the expiration or earlier termination, for any reason, of this Lease Agreement.

(c) Owner represents that, to Owner's actual knowledge, without duty of inquiry or investigation, (i) there is no environmental contamination, pollution, or similar condition in or under the Property and there has been no environmental contamination, pollution or similar activity at the Property, and (ii) Owner currently has no liability under any Environmental Law in connection with the Property, and (iii) Owner has not received any notice of any environmental liability or any alleged violation of any Law involving protection of the environment or the presence of Hazardous Materials with respect to the Property.

13.5 No Interference; Compatible Use of the Property.

(a) Owner's activities and any grant of rights to use of the Property, all granted under one or more grazing lease, mineral lease, special use lease, temporary use permit, or easement that Owner makes to any person or entity subsequent to the Effective Date shall not (i) unreasonably interfere with Lessee's construction, installation, maintenance, removal, or operation of the Lessee Improvements, located on the Property; Lessee's access over the Property to such Lessee Improvements; or the undertaking of any other activities permitted by this Lease Agreement; or, (ii) require Lessee to relocate or remove any of Lessee's Improvements located on the Property.

(b) No transfer of Mineral ownership, Mineral rights, or the creation of any agency or representative relationship whatsoever, is intended or granted to Lessee by or through this Lease Agreement. This Lease Agreement is subject to any and all Existing Uses of the Property, or portion of the Property. Owner recognizes that Lessee, and its Assignees and Sublessees, cannot undertake Wind Energy Development if there is or may occur any development or exploitation of Mineral Resources on or under the Property which would in any way interfere with or adversely affect the Wind Energy Development or the free flow of wind across the Property. Therefore, in order to permit Lessee's use of the Property for Wind Energy Development and Lessee Improvements, and to permit Owner to enter into future mineral leases in such a manner as to permit both activities to be pursued simultaneously, Owner and Lessee agree as follows:

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(i) Upon the issuance of any new mineral leases or sales or exchanges of minerals under the Property during the Term of this Lease Agreement, Owner will include the following stipulations in any such new lease or sale or exchange as a term and condition to any such lease or sale or exchange that any buyer or lessee or other party to the Minerals transaction:

(A) A pre-dated wind energy lease exists on the surface of this parcel/lease/property and as such, any party granted a mineral lease hereon shall use the surface of this parcel/lease/property in a manner that reasonably accommodates the enjoyment of, and avoids impairment to, the pre-existing wind energy lease.

(B) The Mineral Lessee shall limit any drilling, mining or other extraction activity for the production of leased minerals from the parcel/lease/property to those areas on the surface of the parcel/lease/property that are at least five-hundred (500) feet from any wind turbine generator or proposed wind turbine generator of the wind lessee on the property.

(ii) With regard to new leases or sales or exchanges of Minerals under the Property, Lessee and Owner each commit to work cooperatively together to ensure that Owner can benefit from the exploitation of the Mineral Resources under the Property and to ensure that Lessee can undertake Wind Energy Development with reasonable certainty that the exploitation of Owner's Mineral Resources will not interfere with or adversely affect such Wind Energy Development or the free flow of wind across the Property.

(c) Lessee acknowledges receipt of information from Owner indicating whether there are Existing Uses on the Property which are listed in **Exhibit 3** attached to this Lease Agreement; the Existing Uses are the only valid and existing rights granted by Owner, which now cover or encumber some or all of the Property leased by Lessee for Wind Energy Development. Lessee is responsible for reviewing records of the Trust Land Management Division of the Office of State Lands and Investments to determine if there has, in the past, been active mining activity and any reclamation thereof. Lessee is responsible for contacting the Wyoming Department of Environmental Quality to determine if the Property is included in an approved mining plan, and obtaining a complete and current copy of said mining plan, including all amendments thereto, a description of the land covered by the mining plan, and a description of any surface or underground facilities or structures installed or removed from the Property.

(d) Lessee acknowledges and agrees that Lessee has had a full opportunity to investigate the status of the Existing Uses on the Property, including without limitation, past, present, and future (or potential) mining activities under the Existing Uses; and Lessee

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enters into and accepts this Lease Agreement subject to the Existing Uses. Lessee shall advise Owner of the planned or contemplated Wind Energy Development and Lessee Improvements on the Property that are over or near the lands included within the Property that are covered by Existing Uses, and Owner shall, after consultation with the lessees under Existing Uses, notify Lessee in writing, whether or not, in the opinion of said lessees, the use and exploitation of Existing Uses is anticipated to interfere with or adversely affect the Wind Energy Development and Lessee Improvements described in Lessee's notice to Owner or the free flow of wind across the Property, should Owner agree with opinion. If Owner disagrees with opinion of lessees with Existing Uses on the Property, the Owner will notify all lessees in writing. If the decision is contested, the Board shall determine whether or not the Lessee Improvements would result in substantive impairment of an Existing Use pursuant to Chapter 6, Section 10 of Owner's Rules and Regulations.

13.6 Lessee's Right to Terminate. Lessee shall have the right to terminate this Lease Agreement, or any part thereof, effective upon thirty (30) days written notice to Owner from Lessee and Lessee shall also provide notice of termination to every Assignee, Lender Assignee, Sublessee and Leasehold Mortgagee having an interest in this Lease Agreement, the Lessee Improvements, or the Property at the time of notice.

13.7 Meteorological Data. The meteorological data gathered upon the Property, whether captured prior to or after the Effective Date of this Lease Agreement, shall be shared with Owner upon expiration or termination of the Lease Agreement.

13.8 Non-Performance Due to Force Majeure. If performance of this Lease Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall immediately continue performance hereunder whenever such causes are removed.

13.9 Successors and Assigns. This Lease Agreement shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any approved assignment, sublease or other transfer under Section 9.1 hereof, any Assignee, Sublessee and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Lease Agreement shall be deemed to include Assignees, Lender Assignees, and Sublessees, as applicable, which, following due and proper compliance with Owner's procedures, hold a direct ownership interest in this Lease Agreement and have the right to exercise rights under this Lease Agreement consistent with such interest.

13.10 Memorandum of Lease. Owner and Lessee may execute in recordable form, and Lessee may then record, a memorandum of this Lease Agreement satisfactory in form and substance to Lessee and Owner. Following due and proper compliance with its rules, regulations and procedures, Owner shall, if requested by Lessee, consent to the recordation of the interest of

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an Assignee or Sublessee in the Property. Owner reserves the right to record or release the memorandum on behalf of the Lessee in the event this Lease Agreement is cancelled, terminated, or expired.

13.11 Notices. All notices or other communications required or permitted by this Lease Agreement shall be in writing, and shall be deemed given: (i) five (5) days after deposit in the United States mail, first class, postage prepaid, certified, or (ii) one (1) business day after proper and timely delivery by a nationally recognized overnight courier service, addressed as follows (provided, however, that payments to Owner shall only be deemed made when said payment is actually received by Owner):

If to Owner:

State of Wyoming
Office of State Lands and Investments
122 West 25th Street,
Herschler Building
Cheyenne, WY 82002-0600
Attn: Assistant Director, Trust Land
Management Division

If to Lessee:

ConnectGen Albany County LLC
c/o ConnectGen Operating LLC
1001 McKinney, Suite 700
Houston, Texas 77002
Attn: General Counsel
Phone: 346-998-2020
Email: slegrand@connectgenllc.com

If to any Assignee, Lender Assignee, Sublessee, or Leasehold Mortgagee:

To be provided when applicable.

Any Party may change its address for purposes of this Section by giving written notice of such change to the other Parties in the manner provided in this Section 13.11.

13.12 Entire Agreement; Amendments. This Lease Agreement constitutes the entire agreement between Owner and Lessee. Any agreement, understanding or representation respecting the Property, this Lease Agreement, or any other matter referenced herein not expressly set forth in this Lease Agreement is null and void. This Lease Agreement may be modified or amended in a writing signed by both Parties.

13.13 Legal Matters. The construction, interpretation and enforcement of this Lease Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease Agreement and the Parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The Parties acknowledge and agree that they have each participated in the drafting of this Lease Agreement. Therefore, any rule of construction requiring that ambiguities must be resolved against the Party drafting a contract shall not be employed in the interpretation of this Lease Agreement.

13.14 Partial Invalidity. Should any provision of this Lease Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Lease Agreement, the Parties agree that in no event shall the term of this Lease Agreement be longer than the longest period permitted by applicable law.

13.15 Right to Inspect Books and Production Records. Lessee shall, and shall require every affiliate of Lessee, any Assignee, Lender Assignee, and Sublessee to keep true, accurate and complete books, records, accounts, contracts and data sufficient to support and verify the calculation of all amounts due under this Lease Agreement, for a period of six (6) years after such amounts are due. Owner or any representative of Owner, including, without limitation, the Wyoming Department of Audit, shall have the right at all reasonable times and upon reasonable notice, to inspect such books, accounts, contracts, records, and any other relevant data in the possession or control of Lessee, any affiliate of Lessee, any Assignee and any Sublessee, and pertaining to the calculation of amounts due under this Lease Agreement, including, without limitation, statements, documents, records or other data, from third parties which verify price paid for, or quantity of, electricity generated by the Project, as applicable. Any such inspection and review shall take place at the office of Lessee or other entity whose records are being inspected and reviewed unless another location is otherwise agreed to by Owner and Lessee or other entity whose records are being inspected and reviewed. Lessee agrees that it shall require every affiliate, Assignee, Lender Assignee, and Sublessee to agree to and abide by the provisions of this Section 13.15 with respect to any contract relating to the purchase and/or sale of power generated from the Project.

Without limiting the foregoing, at Owner's written request, no more than once a year and upon sixty (60) days' notice to Lessee, Lessee shall either, at its election: (i) provide Owner with information that enables Owner to confirm that all amounts payable under this Lease Agreement have been properly paid since the last time any such information was provided to Owner, but not more than six (6) years before; or (ii) at Lessee's expense, obtain from an independent auditor, reasonably acceptable to the State of Wyoming and mutually agreeable to both Owner and Lessee, an audit report confirming whether all amounts due under this Lease Agreement have been properly paid since the last time any such information was provided to Owner, but not more than six (6) years before. If Lessee shall retain an independent auditor to provide an audit report, any such auditor shall have reasonable access to all books, accounts, contracts, records, and any other relevant data, in the possession or control of Lessee, any Assignee, Sublessee, or Leasehold

Mortgagee or any affiliate of Lessee, any Assignee, Sublessee or Leasehold Mortgagee and pertaining to the calculation of amounts due under this Lease Agreement.

In the event that the independent auditor is unable to render an opinion confirming whether all amounts due under this Lease Agreement have been properly paid for the period under examination, the auditor shall report, in writing and within the deadline established for providing the audit report, the reasons why independent auditor was unable to render such opinion. Owner and Lessee agree that any third party auditor retained by Lessee and Owner shall keep all audit information confidential, to the maximum extent permitted by law.

13.16 Calibration. Lessee, or the interconnecting utility, shall test and calibrate the electric meters according to the acceptable standards in the industry, at the location at which electricity generated for the Project is delivered to such utility (in accordance with the applicable interconnection agreement) and at the individual meters of the WTGs within the Project.

13.17 Sovereign Immunity. The State of Wyoming, the Wyoming Board of Land Commissioners and the Office of State Lands and Investments do not waive sovereign immunity by Owner entering into this Lease Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and other state law. The foregoing shall not be interpreted to relieve the State of Wyoming, the Wyoming Board of Land Commissioners and the Office of State Lands and Investments from its obligations under this lease.

13.18 Confidentiality. Owner is subject to the Wyoming Public Records Act (WYO. STAT. ANN. §§ 16-4-201 through -205) and any information provided to Owner under this Lease Agreement may be subject to public disclosure. As such, Owner cannot represent or warrant that any information provided to Owner under this Lease Agreement will be kept confidential. However, if Lessee believes that information Lessee is providing to Owner falls within an exception to the Wyoming Public Records Act, Lessee may request that Owner keep such information confidential pursuant to such exception. If Owner agrees that such exception does apply, Owner will keep such information confidential.

13.19 Survey. Lessee shall have the right, but not the obligation, to order a survey of the property. If so ordered, the cost of the survey shall be paid by the Lessee.

13.20 Consents and Approvals. Whenever the consent or approval of either Party is required under this Lease Agreement, each Party agrees that such consent or approval shall not be unreasonably withheld, conditioned or delayed.

13.21 State and Local Permitting. Prior to Commencement of Construction, Lessee shall submit to Owner a description of the location of all Windpower Facilities, as defined in Article 1. The description shall include maps or drawings depicting the location of all Windpower Facilities. If applicable, Lessee shall timely provide to Owner a copy of any industrial siting permit application that has been submitted to the Wyoming Industrial Siting Council, pursuant to the Wyoming Industrial Siting Act ("ISA") (Wyo. Stat. Ann. §§ 35-12-101 through 35-12-119) and shall provide Owner with a copy of any permit granted to Lessee, pursuant to the ISA. Lessee shall

also timely provide to Owner a copy of any permit application submitted pursuant to the County Wind Energy Facility Statutes (Wyo. Stat. Ann. §§18-5-501 through 18-5-513) and a copy of any permit granted to Lessee from such county authorization process.

13.22 BLM Grant. In the event that rights-of-way, access agreements, easements, or land use permits are required for the Project from the Bureau of Land Management in order to access the Property for wind energy development, then such authorizations and agreements shall be considered a requirement of this Lease Agreement. If Lessee fails to maintain such an agreement with the BLM, Owner may cancel this Lease Agreement following notice to Lessee and an opportunity to cure, pursuant to Article 10 of this Lease Agreement.

13.23 Further Assurances. The Parties agree to take all reasonable further actions to fulfill, observe, accomplish or preserve in all respects and degree the intent of this Lease Agreement and the purposes contemplated hereby. However, Lessee acknowledges and agrees Owner cannot guarantee granting of future permits, easements or other authorizations requiring the approval of the Board of Land Commissioners.

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IN WITNESS WHEREOF, Owner and Lessee, acting through their duly authorized representatives, have executed this Lease Agreement on this ____ day of _____, 2020 with the intent that it be effective as of the Effective Date set forth above, and hereby certify that they have read, understand and agree to the terms and conditions of this Lease Agreement.

"Owner"

"Lessee"

STATE OF WYOMING, BOARD OF LAND
COMMISSIONERS

CONNECTGEN ALBANY COUNTY LLC

By: 
Name: Jennifer E. Scoggin
Title: Director, Office of State Lands
and Investments

By: 
Name: Caton Fentz
Title: Chief Executive Officer &

Attorney General Approval as to Form


James Peters, Assistant Attorney General

Exhibit 1
Description of Property

The following tracts of land located in Albany County, Wyoming:

In Township 12 North, Range 72 West of the 6th P.M., Albany County, Wyoming

Section 4: All (638.40 acres)

Section 8: All (640)

Section 16: All (640)

Section 18: W½ (321.6)

In the Township 12 North, Range 73 West of the 6th P.M., Albany County, Wyoming

Section 1: All (640)

Section 12: N½ (320)

In the Township 13 North, Range 72 West of the 6th P.M., Albany County, Wyoming

Section 36: All (640)

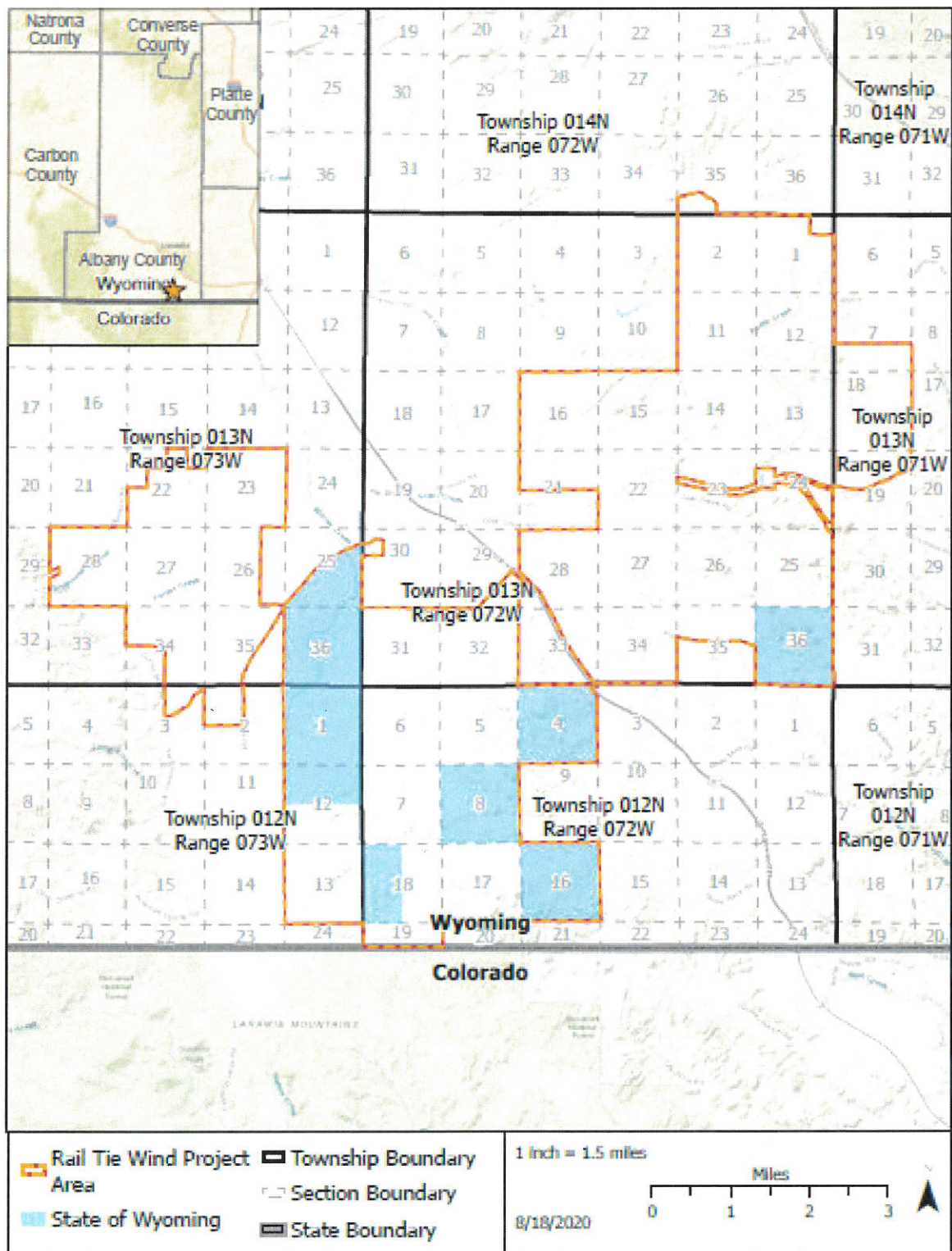
In the Township 13 North, Range 73 West of the 6th P.M., Albany County, Wyoming

Section 25: All lying south of Cherokee Park Road (324.27)

Section 36: All (640)

Total Acres: 4,804.27

Exhibit 2



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Exhibit 3

Existing Leases on Lands within Wind Energy Lease Application WL-1616						
Leaseholder	Lease Number	Section	Township	Range	Legal Description	Acres Lease Status
Dennis P. and Laura J. Craig Living Trust	1-7990	18	12.0N	72.0W	LOTS 1, 2, 3, 4:E2W2	321.6 Active
Fischer Ranch, LLC	1-7733	4	12.0N	72.0W	LOTS 1, 2, 3, 4:S2N2: S2	638.4 Active
Fischer Ranch, LLC	1-7734	8	12.0N	72.0W	ALL	640 Active
Fischer Ranch, LLC	1-7734	16	12.0N	72.0W	ALL	640 Active
Bath Sisters, LLC	1-8040	36	13N	72.0W	ALL	640 Active
David Kirkpatrick	1-7809	36	13N	73W	ALL	640 Active
David Kirkpatrick	EAS-05533	36	13N	73W	W2E2:SENW:NESW:NESE	5.770 Issued
David Kirkpatrick	EAS-08575	25	13N	73W	S2NE:SE	2.767 Issued