

LAND LEASE AND WIND EASEMENT

This Land Lease and Wind Easement ("Lease") is made as of this 11th day of March, 2022 ("Effective Date") between Dennis C. Foree, Trustee of The Dennis and Ruth Foree Revocable Trust pursuant to a certain trust agreement dated the 12th of August, 2016 ("Lessor"), and Firebrick Wind, LLC, a Delaware limited liability company ("Lessee"). Lessor and Lessee are referred to individually herein as "Party" and are collectively referred to as "Parties".

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in the County of Audrain, in the State of Missouri, more particularly described in the attached Exhibit A ("Premises").

B. Lessee is exploring the possibility of developing, owning and operating a commercial wind energy conversion facility in Audrain County, Ralls County, and Pike County, Missouri ("Project").

C. Lessee desires to lease and obtain certain easements on the Premises for the purposes of investigating, developing, constructing, and operating the Project.

D. Lessor desires to lease and grant such easements to Lessee as are described in this Agreement.

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

ARTICLE I. PREMISES

Section 1.1 General

(a) Wind Facilities. Lessor leases to Lessee and Lessee leases from Lessor the Premises for the purposes of testing and evaluating the Premises for wind energy generation, and for constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, supporting structures, foundations and pads, footings, overhead and underground electrical transmission, collection and communications lines, poles, electric transformers, junction boxes, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, meteorological towers, SODAR and wind measurement equipment, laydown yards, staging areas, and related facilities and equipment ("Wind Facilities"). Such activities may be conducted by Lessee, its employees, contractors, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for wind energy purposes. For purposes of this Lease, "wind energy purposes" means converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all related activities.

(b) Approved Other Facilities. Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Wind Facilities and of substations, control buildings, maintenance yards or other improvements, fixtures or structures that are not Wind Facilities (collectively, “**Approved Other Facilities**”). Lessee and Lessor agree to negotiate in good faith to determine appropriate compensation for any Approved Other Facilities to be erected on the Premises. The Approved Other Facilities and Wind Facilities are referred to in this Agreement as the “**Facilities**”.

(c) Site Plan. Lessee shall make good faith efforts to consult with Lessor on the site development plan prior to construction of Wind Facilities and Approved Other Facilities, and consider any suggestions or concerns Lessor may have with the location of the Wind Facilities and Approved Other Facilities and shall implement those that, in Lessee’s sole discretion, are reasonable and do not negatively impact the Project. Lessee shall use commercially reasonable efforts to minimize the interruption of Lessor’s use of the Premises by the Wind Facilities and Approved Other Facilities, including by exploring the viability of siting turbines, access roads, and transmission lines in the dryland corners of parcels with center pivot irrigation systems *provided, however,* that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Wind Facilities upon the Premises during the term of this Lease. Lessee shall compensate Lessor for crop and drain tile damage occurring during construction and operation of the Project, as well as for any portion of the Premises that is taken out of commercial crop production as a result of Lessee’s construction and operation of the Wind Facilities on the Premises, as set forth in Section 6.2.

(d) Easements. Lessor hereby grants to Lessee, for the term of this Lease, easements over, across and on the Premises (i) for ingress to and egress from the Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time (“**Access Easement**”) and (ii) to allow the sweep or overhang of any wind turbine blades of wind turbine towers located on properties within the Project, as hereinafter defined, that are adjacent to the Premises (“**Overhang Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Lessee agrees to use commercially reasonable efforts to locate access roads so as to minimize the interruption of Lessor’s operations on the Premises. No additional compensation shall be payable to Lessor as a result of any turbine blade overhang or sweep allowed by the Overhang Easement.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Facilities to the extent its use is consistent with Sections 1.2 and 5.2, for farming, grazing, conservation or other purposes and Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises. Each of Lessor and Lessee acknowledges and agrees that this Lease is not a lease or grant of agricultural lands reserving rent or services of any kind.

Section 1.2 Wind Easement

(a) Wind Easement. Lessor hereby grants and conveys to Lessee an exclusive, irrevocable easement on, over, under and across the Premises during the term for the following

purposes (“**Wind Easement**”): (i) the free flow of wind to any Wind Facilities located on the Premises, which shall consist horizontally three hundred and sixty degrees from any point where any wind turbine or meteorological tower is or may be located at any time from time to time (each such location referred to as a “**Site**”) and (ii) the free flow of wind for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. Structures and improvements located on the Premises as of the Effective Date are allowed to remain, however Lessor may not place or plant any trees, structures or improvements on the Premises greater than thirty-five feet in height, when fully constructed or grown, after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with the flow of wind to any Site or Wind Facility, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee’s sole discretion.

(b) Shadow Flicker. Lessor acknowledges that shadow flicker may occur due to operation of the Wind Facilities. Lessor waives any claims or cause of action against Lessee as a direct or indirect result of such shadow flicker and Lessor agrees not to object in any municipal, regulatory, or judicial proceeding, or under this Lease, to its occurrence.

(c) Interference. Lessor acknowledges that the Wind Facilities may produce electromagnetic interference with signal transmission or reception with existing fixed broadcast, retransmission, or reception antenna for radio, television, or wireless phone or personal communications systems. Lessor waives any claims or cause of action against Lessee as a direct or indirect result of such interference and Lessor agrees not to object in any municipal, regulatory or judicial proceeding, or under this Lease, should such interference occur.

ARTICLE II. LEASE TERM

Section 2.1 Development Period; Extended Term; Renewal Term

(a) Development Period. Lessee’s rights under this Lease continue throughout the Development Period. The “**Development Period**” commences on the Effective Date and expires on the seventh anniversary of the Effective Date.

(b) Extended Term. The Lease shall automatically be extended for the Extended Term, as defined below, upon the earlier of (i) the date when construction of Wind Facilities on the Premises commences (“**Construction Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Extended Term (“**Extended Term Notice Date**”). For purposes of determining commencement of construction on the Premises, site preparation work including tree clearing and preliminary staking and grading shall not be considered commencement of construction and shall not trigger the Extended Term. The Extended Term of the Lease (“**Extended Term**”) is 30 years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Extended Term Notice Date against the Premises to give notice of such date, but a failure to record such notice shall not affect the validity of this Lease.

(c) **Renewal Term.** Lessee shall have the right, at its option, to extend the Extended Term for two additional periods of ten years (each, a “**Renewal Term**”). To exercise its option to renew the term of this Lease for a Renewal Term, Lessee must deliver a written extension notice to Lessor prior to the expiration of the Extended Term or the applicable Renewal Term, as the case may be, *provided, however,* that if Lessee fails to give notice of the exercise of any option to extend, such option shall not lapse unless Lessor gives Lessee written notice requesting that Lessee either exercise or forfeit such option and Lessee, in writing, forfeits such option. The terms of the Lease during each Renewal Term shall be the same terms and conditions applicable during the Extended Term, except as specifically provided herein. Lessee shall have no right to extend the term of this Lease beyond the last Renewal Term provided for in this Section 2.1(c) absent further mutual agreement.

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either Party and the election of the non-breaching Party to terminate the Lease pursuant to Article IX; or
- (d) Lessee’s execution and delivery of written notice of termination to Lessor, in Lessee’s sole and absolute discretion, as to all or any portion of the Premises and, if applicable, the decommissioning and removal of the Facilities in accordance with Section 4.3.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease, including the easements described in Section 1.2, and Lessee’s use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Development Period Rent

Lessee shall pay to Lessor an annual amount in the greater of (i) \$5.00 per acre of the Premises, prorated for any partial acres during the first four years of the Development Period; \$8.00 per acre of the Premises, prorated for any partial acres during the fifth year of the Development Period; \$9.00 per acre of the Premises, prorated for any partial acres during the sixth year of the Development Period; \$10.00 per acre of the Premises, prorated for any partial acres during the seventh year of the Development Period, or (ii) \$500 (“**Development Rental Payment**”). The Development Rental Payment for the first year of the Development Period shall be paid within 60

calendar days after the Effective Date. Thereafter, payment of Development Rental Payment will be made by February 15th of each calendar year during the Development Period. For purposes of calculating the amount of the Development Rental Payment, the Premises is stipulated to be the number of acres set forth in Exhibit A. The Development Rental Payment for the first and last years of the Development Period, if less than full calendar years, shall be prorated based on the number of days in such year, provided, that the Development Rental Payment for the first year shall accrue as of the Effective Date and the Development Rental Payment for the last year of the Development Period shall accrue up to the Construction Date. Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Development Period upon 30 days' written notice to Lessor.

Section 3.2 Annual Rent

The Annual Rent during the Extended Term and the Renewal Term is set forth in Exhibit B. "Rent" means the Annual Rent or the Development Rental Payment, as the case may be.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3(c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Facilities or Lessee on the Premises.

(e) If Lessor's property insurance premiums increase as a result of this Lease or Lessee's activities on the Premises, Lessee shall reimburse Lessor for any increase in such costs, provided,

however, that Lessor provide Lessee with copies of current and past insurance statements and other evidence clearly showing the increase in insurance premiums is attributable to the Lease or Lessee's activities on the Premises.

Section 3.4 Meteorological Tower Fees

Lessee shall pay Lessor an annual payment in the amount of \$2,000 for each meteorological tower ("Met Tower"), and \$500 for SODAR or other wind measurement equipment ("SODAR") installed on the Premises by Lessee after the Effective Date of this Agreement, if any, for so long as such Met Tower or SODAR is installed and operating on the Premises ("Met Tower Fee"). The Met Tower Fee is full and complete compensation for any damage to crops and any losses of rent, business opportunities, profits and the like that may result from Lessor's loss of use of the portion of the Premises occupied by a Met Tower or SODAR during the term of this Lease. The initial Met Tower Fee shall be due within sixty days after the date that Lessee installs each Met Tower or SODAR on the Premises. Each subsequent annual Met Tower Fee will be made by February 15th of the next calendar year during the term of the Lease, for so long as one or more of Lessee's Met Towers or SODAR are installed and operating on the Premises as of January 1 of such year. The Met Tower Fee shall be prorated for any partial year.

Section 3.5 Access Road Fee

In the event that no turbine is located on the Premises, but a permanent access road is constructed on the Premises, Lessee shall pay Lessor a one-time payment of \$1,500 for any permanent project access roadway constructed on the Premises up to a length of one quarter of a mile, and \$2.00 per linear foot of roadway exceeding one quarter of a mile ("Access Road Fee"). The Access Road Fee shall be due within 45 days after the first day of the Extended Term.

Section 3.6 Laydown Fee

Lessee shall pay Lessor a one-time payment of \$2,500 per acre used for large temporary laydown and staging areas located on the Premises, if any, which may also be used for overnight parking and related activities, during construction of the Project. The Parties acknowledge that the foregoing provision does not apply to the incidental laydown and staging that occurs in the normal course of construction of Facilities erected on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance that is caused by Lessee's use of the Premises within 60 days of the creation of any such lien or encumbrance.

Section 4.2 Permits and Laws

(a) Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

(b) If Lessor is a party to a contract with the U.S. Department of Agriculture for land enrolled in the Conservation Reserve Program pursuant to 7 C.F.R. Part 1410 ("CRP"), Lessor shall provide Lessee with a true and complete copy of the CRP contract with respect to that portion of the Premises that is enrolled in CRP, together with all amendments and modifications. If applicable in any year, Lessee shall reimburse Lessor for (a) any rental payments, or portion thereof, Lessor would have received in that year from the Farm Service Agency ("FSA"), a division of the U.S. Department of Agriculture, but for the construction or maintenance of Lessee's Wind Facilities on the Premises, and (b) the penalties and interest, if any, assessed by the U.S. Department of Agriculture in that year as a result of the construction or maintenance of Lessee's Wind Facilities on the Premises. Lessor shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under CRP for the use of Wind Facilities on portions of the Premises covered by the CRP contract and shall, if requested by Lessee, notify the FSA that it has permission to communicate directly with Lessee with regard to the applicable CRP contract and that portion of the Premises enrolled in CRP. Lessee shall have no right to receive payments made by the FSA arising from the CRP contract. Lessor shall have the exclusive right to receive all such FSA payments attributable to the CRP contract.

Section 4.3 Lessee's Improvements and Remediation

(a) All Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be the sole property of Lessee and Lessor shall have no ownership or other interest in any Facilities on the Premises. The Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Facilities in good condition and repair, ordinary wear and tear excepted. All Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved (subject to the consent requirements set forth in Section 1.1(b) and (c)), replaced, repaired or refurbished by Lessee at any time.

(b) At the end of the term, including any termination of the Lease, Lessee shall remove the Facilities, including foundations, to a depth of four feet below grade, within 12 months from the date the Lease expires or the Lease terminates and restore the Premises to as close to pre-

construction conditions as reasonably practical. Furthermore, all surface and subsurface drainage structures displaced during construction or damaged during decommissioning shall be repaired to as close to pre-construction conditions as reasonably practical, including, if reasonably necessary, by removing foundations to a depth of more than four feet below grade to allow for drainage repairs and replacement.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables, collector and transmission lines with a minimum of four feet of top cover where it crosses crop land. Notwithstanding the foregoing, in those areas where there is rock in a natural formation, or a continuous strata of gravel exceeding 100 feet in length is encountered, the minimum top cover will be at least three feet.

(d) Lessee shall use commercially reasonable efforts to bury all rocks less than five inches in diameter and to remove from the Premises all rocks larger than five inches in diameter that are unearthed and excavated during Lessee's construction of the Wind Facilities.

Section 4.4 Decommissioning Security

(a) **Decommissioning**. If Lessee fails to remove any of the Facilities within the required time period, such Facilities shall be considered abandoned by Lessee and Lessor may remove these Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee. In the event Lessee fails to remove any of the Facilities as required, and Lessor removes such Facilities at Lessor's expense, Lessee shall reimburse Lessor for all reasonable costs of removing those Facilities, less any salvage value received by Lessor, within 30 days after receipt of an invoice from Lessor. If the local jurisdiction in which the Wind Facilities are located does not require either a deposit of money or a bond or guarantee relating to the decommissioning of the Wind Facilities ("Decommissioning Security"), then at the 20th year of the Extended Term, Lessee shall, if requested by Lessor, provide Lessor with Decommissioning Security in an amount equal to the estimated costs to decommission the Wind Facilities on the Premises, discounted to present value at a market-based discount rate, net of any estimated salvage value, as determined by an independent engineer licensed in the State of Missouri and designated by the Lessee.

(b) **Form of Security**. The Decommissioning Security provided by Lessee pursuant to this section may take the form of one or more, or any combination of the following: corporate security bonds, collateral bonds, letters of credit, parent company guarantees, cash escrows or any other form of security reasonably acceptable to Lessor and Lessee. Lessee shall hold and maintain such Decommissioning Security for the benefit of Lessor to secure Lessee's obligations to remove equipment and restore the Premises as provided herein. The amount of the Decommissioning Security shall be reevaluated and adjusted biennially thereafter, and shall remain in effect until two years after the date the term expires or the Lease terminates, unless (i) the Decommissioning Security is fully drawn upon earlier by Lessor in accordance with its terms, (ii) Lessor provides Lessee with a written notice authorizing the release of the Decommissioning Security, or (iii) Lessee has completed its decommissioning obligations under this Lease. The obligations of this Section 4.4 shall survive the expiration or earlier termination of this Lease.

Section 4.5 Hazardous Wastes

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.6 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of one million dollars, for the period prior to the Construction Date, and three million dollars, for the period commencing on the Construction Date. Such insurance coverage for the Wind Facilities and Premises may be provided as part of a blanket policy that covers other wind facilities or properties as well, and such requirements may be satisfied through any combination of primary and excess policies. Underwriters of the insurance policies required by this Lease shall be authorized to sell property and casualty insurance in Missouri and rated by A.M. Best Company to be A Excellent Class X or better.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Lease as Lessor. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Lease, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farms or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Lease, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease

without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Lease, and Lessor shall not interfere with any of Lessee's activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the wind speed or wind direction over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Wind Facilities. Lessee shall have the sole and exclusive rights to use the Premises for wind energy purposes and to convert all of the wind resources of the Premises. Facilities located on the Premises from time to time may be operated in conjunction with Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Lease shall Lessor construct, build or locate or allow others to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Premises. For the avoidance of doubt, Lessor shall retain the right to use that portion of the Premises not occupied by Wind Facilities for farming, grazing, timber harvesting, conservation, recreational activities, residential occupation, or other similar purposes and Lessor shall be entitled to use any private road constructed by Lessee on the Premises.

(b) Existing Improvements. Notwithstanding the provisions of Section 5.2(a) and of Section 1.2, Lessor shall have the right to replace or repair any structures or improvements located on the Premises as of the Effective Date, so long as such structures or improvements do not exceed the height of the existing structure, and are replaced or repaired in substantially the same location as the structures or improvements in existence on the Premises as of the Effective Date.

(c) Hunting. Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises, during any period which (i) construction of the Wind Facilities is being undertaken within a one-half mile radius of the location where Lessor or its invitees desire to hunt, or (ii) maintenance of the Wind Facilities is scheduled or is underway within a one-half mile radius of the location where Lessor or its invitees desire to hunt. Subject to the foregoing restrictions, if Lessor allows licensees or invitees on the Premises to hunt as a commercial enterprise, including entering into short-term licenses or hunting leases, Lessor shall require such hunters to execute an indemnity and waiver for the benefit of Lessee, the form of which will be provided by Lessee.

(d) Prior to commencement of construction, Lessee shall provide Lessor with scheduling and notice protocol for aerial applications of pesticides that will include contact information of Project operators and notice requirements for schedule coordination to allow operators to turn off wind turbines during aerial applications.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Setback Waivers; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits needed for the Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises is located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within fifteen days of receipt of a request from Lessee or from any existing or proposed Lender, Lessor shall execute an estoppel certificate (a) certifying that this Lease is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Lease), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Lease (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Lease is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Lease.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (collectively, the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 6.2 Crop Damage

(a) **Damage Generally.** The Parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of the Facilities on the Premises. Lessee shall use commercially reasonable efforts to repair or reimburse Lessor for any such damages within 60 days after determining the extent of damage.

(b) **Tile Lines.** Lessee will take commercially reasonable steps to avoid damaging tile lines on the Premises. Lessee agrees to repair and/or replace underground tile lines damaged during construction or operation of the Project.

(c) **Compaction.** Lessee shall make commercially reasonable efforts to de-compact any soil Lessee has caused to be compacted outside of access roads, underground collector lines, turbine foundations, crane pad areas, and laydown and storage areas during construction or operation of the Wind Facilities. Lessee shall use commercially reasonable efforts to restore such areas to a condition reasonably similar to the condition existing prior to construction, including any necessary grading, leveling, or terracing as shall be required in order to prevent soil erosion. The Price (as defined below) for any damaged or destroyed crops is calculated by multiplying the actual (or average) crop price by two, as set forth in Section 6.2(d). Crop Damages paid to Lessor shall be full and complete compensation for any yield loss Lessor experiences in subsequent years due to compaction.

(d) Promptly after initial construction, Lessee shall pay Lessor crop damages for any and all portions of the Premises that are taken out of commercial crop production during construction of the Facilities and any and all crops that are removed or damaged as a direct result of Lessee's construction of Wind Facilities on the Premises, as calculated below ("Crop Damages"). Portions of the Premises will only be deemed to have been taken out of commercial crop production to the extent Lessee's construction of the Wind Facilities on the Premises materially interferes with Lessor's ability to farm portions of the Premises in which construction occurs, assuming that Lessor was actually farming such portions of the Premises immediately prior to Lessee commencing construction of the Wind Facilities on the Premises. Crop damage will be paid one time per growing season in which such construction and crop damage occur.

Crop damages will be calculated by the following formula:

Price x Yield x Amount of Damaged Acres = Crop Damages.

(i) **"Price"** for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop, or if not listed by the Chicago Board of Trade, other publically available data for the particular crop, multiplied by two.

(ii) **"Yield"** will be the average of the previous two years' yield of the same crop as the damaged crop according to Farm Services Administration records for the county in which the Premises is located (or other commonly used yield information available for the area).

(iii) **“Amount of Damaged Acres”** will be the number of acres and partial acres of the Premises that suffered crop damage or are taken out of commercial crop production due to construction or operation of the Wind Facilities.

(e) **Lessor Records.** Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the Price, Yield or Amount of Damaged Acres is incorrect, Lessor may submit records and documentation (“**Lessor Records**”) that Lessor believes accurately reflect the Amount of Damaged Acres and Yield. For purposes of the foregoing, “Lessor’s Records” shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee’s sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee’s receipt of the results of the impartial party’s calculation.

(f) **Crop Damages During Operations.** Following initial construction of the Facilities, and after the first payment of Crop Damages, no Crop Damages shall be owed to Lessor with respect to damage occurring within 10 feet of the outside edge of the permanent access roads or within 30 feet of the outside foundation of any wind turbine. In the event damage to crops occurs after initial construction of the Facilities is complete, Lessor shall submit to Lessee a request for reimbursement and any Lessor Records evidencing damage to crops. Crop Damage shall be calculated as set forth above. For purposes of calculating annual crop damage, land will be considered taken out of commercial crop production if Lessee’s permanent installations prevent Lessor, using commercially reasonable efforts, from irrigating that portion of the Premises using the irrigation method employed by Lessor as of the Effective Date. Likewise, any portion of a parcel comprising the Premises that is cut off from the remaining parcel by an access road or other permanent structure such that Lessor cannot farm that portion of the parcel, using commercially reasonable efforts, with the farm equipment employed by Lessor as of the Effective Date shall be considered taken out of commercial crop production for purposes of calculating annual crop damages. For the avoidance of doubt, Lessee shall pay Lessor crop damages for any and all portions of the Premises that are taken out of commercial crop production during operation and maintenance of the Wind Facilities and any and all crops that are removed or damaged as a direct result of Lessee’s operation and maintenance of Facilities on the Premises.

(g) **Pasture Land.** To the extent Lessee’s construction of the Facilities prohibits Lessor from using all or a portion of the pasture area of the Premises for livestock grazing, then Lessee shall compensate Lessor for the number of acres or partial acres of the Premises that Lessor is unable to use due to Lessee’s construction activities at an annual rate of \$60 per acre, prorated by day for any partial year.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee, or as applicable, any affiliate of Lessee, may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("Lender") without the consent of Lessor. Any Lender shall have no obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Lease and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) During the time all or any part of Lessee's interests in the Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however,* that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty days to cure the default to prevent termination of this Lease. If within such thirty day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or non-judicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) In the event this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within sixty days

after the rejection or termination, to execute and deliver to Lessee or Lender a new Lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the term of the Lease before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for wind energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Lease to Lessee are an easement in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the wind easement granted in this Lease and, as between the Premises and other tracts of property on which Lessee may locate Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the lease and easements and all other rights granted to Lessee in this Lease shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. The Lease and wind easement shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Facilities on the Premises, the Parties shall either amend this Lease to reflect any necessary relocation of the Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or, at Lessee's option, this Lease shall terminate in which event neither party shall have any further obligations. If Lessee does not elect to amend or terminate the Lease as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Facilities or the loss of any such Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided that such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

Each of the following shall constitute an event of default that shall permit the non-defaulting Party to terminate this Lease or pursue other remedies available at law or equity.

- (i) any failure by Lessee to pay any amounts due under Article III if the failure to pay continues for 60 days after written notice from Lessor; or
- (ii) any other material breach of this Lease by either Party which continues for 60 days after receipt of written notice of default from the non-defaulting Party or, if the cure will take longer than 60 days, the length of time reasonably necessary to effect cure as long as the defaulting Party is making diligent efforts to cure during that time.

Section 9.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Facilities from the Premises at Lessee's expense. Lessee shall have

12 months from the date the Lease expires or is terminated to remove the Facilities. For the period between the date of termination or expiration and the date upon which Lessee completes removal of the Facilities as required under Section 4.3 of this Lease, Lessee shall pay Lessor Rent on a monthly basis, prorated as applicable.

Section 9.3 Specific Performance

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee. Nothing in this Section shall be construed as limiting Lessor's right to pursue remedies available at law or equity.

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Lease shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by email or reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical or email addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Dennis and Ruth Foree Revocable Trust
10 Wonneman Circle
Mexico, MO 65265

If to Lessee:

Firebrick Wind, LLC
c/o Cordelio Power, Inc.
65 Queen Street, Suite 605
Toronto, Ontario M5H 2M5
Email: legal@cordeliopower.com

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a

third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters

(a) This Lease shall be governed by and interpreted in accordance with the laws of the State of Missouri. Notwithstanding anything to the contrary in this Lease, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(b) Each of the Parties knowingly, voluntarily, and intentionally waives the right to a trial by jury in respect of any litigation based on this Lease, or arising out of, under or in connection with this Lease and any agreement contemplated to be executed in connection with this Lease. Each of the Parties waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury cannot or has not been waived. This provision is a material inducement to each of the Parties for entering into this Lease.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective Parties.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Lease, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Wind Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor 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 Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Lease; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Lease. The provisions of this Section 10.8 shall survive the termination or expiration of this Lease.

Section 10.9 Counterparts

This Lease may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Lease ("**Memorandum**"). During the term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum (i) revising the legal description of the Premises with the legal description provided by Lessee's surveyor, as may be modified from time to time by subsequent surveyors, *provided, however,* such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A, (ii) correct ministerial errors or omissions in the Memorandum, and/or (iii) to document and confirm certain rights provided under the Lease in order to evidence compliance with permits or other applicable approvals or requirements. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor's signature. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and, if applicable, the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Lease shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Lease is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Lease shall remain in effect.

Section 10.13 Special Considerations

As additional consideration for granting all rights contained herein, Lessee shall pay to Lessor a one-time payment equal to \$20 per acre of the Premises, not to be less than \$500 (“**Signing Bonus**”). The Signing Bonus shall be paid within 60 calendar days after the Effective Date. For purposes of calculating the amount of the Signing Bonus, the Premises is stipulated to be the number of acres set forth in Exhibit A

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSOR:

The Dennis and Ruth Foree Revocable Trust pursuant to a certain trust agreement dated the 12th of August, 2016

By: Dennis C. Foree

Name: Dennis C. Foree

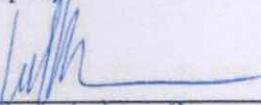
Title: Trustee

Date executed: 2/12/22

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE:

Firebrick Wind, LLC, a Delaware limited liability company

By: 
Name: Luke Parrym
Title: GC & VP Transcations

Date executed: 3/11/2022

EXHIBIT A
DESCRIPTION OF PREMISES

Parcel 1:

The North Half of the North Half of the Northeast Quarter of Section 27 all in Township 52 North, Range 6 West of the Fifth Principal Meridian, in the County of Audrain and State of Missouri.

Parcel 1 contains 37 acres

Parcel 1 Tax ID No: 13-8-27-0-000-001.000

Parcel 2:

The Southeast Quarter of Section 22 all in Township 52 North, Range 6 West of the Fifth Principal Meridian, in the County of Audrain and State of Missouri.

Except a tract of land lying in the Northeast Quarter of the Southeast Quarter of Section 22, Township 52 North, Range 6 West, Audrain County, Missouri, and being more fully described as follows to-wit:

Beginning at a found iron bar marking the East Quarter Corner of said Section 22; thence South 00 degrees, 31 minutes and 28 seconds West along the East line of said Section and along Audrain County Route #541 a distance of 598.18 feet to a point from which a 5/8 inch iron pin bears North 88 degrees, 50 minutes and 07 seconds West 15.00 feet; thence North 88 degrees, 50 minutes and 70 seconds West leaving said East line and said County Route and parallel with the East-West centerline of said Section 347.28 feet to a 5/8 inch iron pin; thence North 02 degrees, 50 minutes and 31 seconds West 599.61 feet to the East-West centerline of said Section, from which a 5/8 inch iron pin bears South 02 degrees, 50 minutes and 31 seconds East 15.00 feet; thence South 88 degrees, 50 minutes and 07 seconds East along said East-West centerline and along Audrain County Route #544 a distance of 382.5.0 feet to the Point of Beginning.

Parcel 2 contains 158.87 acres

Parcel 2 Tax ID No: 13-5-22-0-000-009.001

The Premises contains 195.87 acres.

EXHIBIT B

ANNUAL RENT

DEFINITIONS:

“Annual Energy” means the total annual energy production, expressed in megawatt hours, by all the wind turbines in the Project during the applicable Operating Year (where total annual energy production shall equal the total energy produced, delivered and sold to an offtaker, whether under a Power Purchase Agreement or otherwise).

“Commercial Operation Date” means the day on which (i) if Lessee has entered into a Power Purchase Agreement, the date on which the commercial operations date is achieved under the Power Purchase Agreement; or (ii) if Lessee has not entered into a Power Purchase Agreement, the date on which Lessee begins the sale of the majority of the electrical output from the Project on a continuous basis in commercial quantities.

“Operating Year” The period from the Commercial Operation Date until the first anniversary of the Commercial Operation Date, and each 12 month period thereafter during the term of the Lease.

“Percentage Acreage Pool” means \$1.50 (which shall increase on an annual basis by 2% per year beginning in the third full Operating Year) multiplied by the amount of Annual Energy produced in the applicable Operating Year, less the Turbine Rent Pool.

“Power Purchase Agreement” means an agreement between Lessee and a third party to sell all or a portion of the electric energy generated by the Project.

“Turbine Rent Pool” means the total number of wind turbines located in the Project multiplied by \$6,000, which shall increase on an annual basis by 2% per year beginning with the third full Operating Year; *provided, however,* for purposes of determining the Turbine Rent Pool, the total number of wind turbines for the Project shall not exceed 120 turbines.

TURBINE RENT:

If one or more wind turbines are installed on the Premises, Lessee shall pay to Lessor an annual rent for the Premises equal to \$6,000 multiplied by the number of wind turbines located on the Premises, which payment shall increase on an annual basis by 2% per year beginning in the third full Operating Year (“**Turbine Rent**”). If a turbine is installed so that the foundation of the turbine is on one or more properties, then Turbine Rent will be divided evenly between the Lessor and the other affected property owner(s).

ACREAGE RENT:

Lessee shall pay to Lessor an annual rent for the Premises equal to the greater of:

- (i) the Percentage Acreage Pool multiplied by a fraction, the numerator of which is the total acres of the Premises and the denominator of which is the total acreage of all property in the Project for which Lessee has executed a lease similar to this Lease (“**Percentage Acreage Rent**”);

provided, however, for purposes of determining the Percentage Acreage Rent, the total acreage for the Project shall not exceed 50,000 acres; and

- (ii) \$500 ("Minimum Acreage Rent").

Within 45 days after the first day of the Extended Term, Lessee shall pay to Lessor 50% of the Turbine Rent and Minimum Acreage Rent, as applicable, as set forth below and the remaining 50% within 45 days after the Commercial Operation Date (as defined below). Within 45 days of the first anniversary of the Commercial Operation Date, Lessee shall pay to Lessor the Percentage Acreage Rent for the previous 12 months less the Minimum Acreage Rent already paid. Thereafter, Lessee shall pay 100% of the Turbine Rent and Acreage Rent ("Annual Rent") within 45 days of each subsequent anniversary of the Commercial Operation Date during the Extended Term and any Renewal Term. Annual Rent for the last year of the Extended Term or any Renewal Term, if less than a full calendar year, shall be prorated based on the number of days in such Extended Term or Renewal Term, as the case may be.

For illustration purposes only, if Lessor has:

- There are 4 turbines installed (or to be installed) on the Premises
- The Premises contains 280 acres
- The Extended Term Date is March 1, 2021
- The Commercial Operation Date is December 1, 2021
- The Annual Energy for the first three Operating Years is 860,000 megawatt hours
- The total number of turbines installed in the Project is 53
- The total number of acres of land under lease in the Project is 30,000 acres

- By April 15th, 2021 Lessor would receive a payment of \$12,000 (one-half the Turbine Rent) + \$250 (one-half of the Minimum Acreage Rent) = **\$12,250**
- By January 15th, 2022 Lessor would receive a payment of \$12,000 (one-half the Turbine Rent) + \$250 (one-half of the Minimum Acreage Rent) = **\$12,250**
- By January 15th, 2023 Lessor would receive a payment of:
$$\begin{aligned} \$1.50 \times 860,000 \text{ MWh} &= \$1,290,000 \\ \$1,290,000 - (53 \times \$6,000) &= \$972,000 \text{ (Percentage Acreage Pool)} \\ \$972,000 \times 280/30,000 &= \$9,072 \text{ (Percentage Acreage Rent)} \\ \$9,072 - \$500 &= \$8,572 \end{aligned}$$
- By January 15th, 2024 Lessor would receive a payment of:
$$\begin{aligned} \$6,000 \times 4 \text{ turbines} &= \$24,000 \text{ Turbine Rent, plus} \\ \$972,000 \times 280/30,000 &= \$9,072 \text{ Acreage Rent} \\ \text{Total} &= \$33,072 \end{aligned}$$
- By January 15th, 2025 Lessor would receive a payment of:
$$\begin{aligned} \$6,000 \times 1.02 &= \$6,120 \text{ per turbine (with 2% escalator)} \end{aligned}$$

\$6,120 x 4 turbines = \$24,480 Turbine Rent, *plus*

(\$1.50 x 1.02) x 860,000 MWH = \$1,315,800 (with 2% escalator)

\$1,315,800 - (53 x \$6,120) = \$991,440 (Percentage Acreage Pool)

\$991,440 x 280/30,000 = \$9,253.07 (Percentage Acreage Rent)

Total = \$33,733.07

TRANSMISSION LINE RENT:

Within 45 days after the first anniversary of the Commercial Operation Date and annually thereafter, Lessee shall pay to Lessor \$2.50 per linear foot of overhead transmission lines constructed on the Premises or \$300, whichever is greater, which payment shall increase on an annual basis by 2% per year beginning in the third full Operating Year ("T-Line Rent").