COMMISSIONERS OF THE LAND OFFICE
P.O. Box 248896
Oklahoma City, OK 73124

**PUBLIC LEASE AUCTION**
UNSUBORDINATED WIND TURBINE POWER PRODUCTION GROUND LEASE
6,993.94 NET ACRES (more or less)
MAXIMUM FIFTY-FIVE YEAR COMMERCIAL LEASE
EDUCATION INSTITUTE TRUST

LEASE 209667 CONTRACT 21266

Notice is hereby given that the Commissioners of the Land Office ex rel. State of Oklahoma, through its Commercial Real Estate Division (hereinafter called CLO or LESSOR) will lease by oral Public Auction to the highest and best bidder (hereafter called LESSEE) at 1:30 PM C.S.T. on the 7th day of December, 2026 in the Robert S. Kerr Auditorium at Oklahoma Commons, 375 N. Broadway, Oklahoma City, Oklahoma a maximum 55-year unsubordinated ground lease on tract(s) of land for Wind Turbine Power Production, compliant with the Lease Agreement. Specific questions can be addressed to J. Alva Brockus, Director of Commercial Real Estate (405) 521-4200 or alva.brockus@clo.ok.gov.

## I | Tracts and Locations

All tracts are located in Cimarron County, Oklahoma. Full legal description of all tracts available at the CLO website: www.clo.ok.gov

- 1 Tract located in Section 13 in Township 1N, Range 4ECM totaling 640.00 net acres, more or less. Center of T1N-R4ECM located approximately 4 miles west of US Hwy 385 and 3 miles north of OK-TX state line.
- 1 Tract located in Section 13 in Township 3N, Range 3ECM totaling 320.00 net acres, more or less. Center of T3N-R3ECM located approximately 12 miles east of Boise City, OK and 1 mile south of OK Hwy 325.
- 1 Tract located in Section 13 in Township 4N, Range 2ECM totaling 633.94 net acres, more or less. Center of T4N-R2ECM located approximately 2 miles east and 3 miles south of Black Mesa State Park.
- 1 Tract located in Section 13 in Township 5N, Range 2ECM totaling 480.00 net acres, more or less. Center of T5N-R2ECM located approximately 2 miles east and 3 miles north of Black Mesa State Park.
- 1 Tract located in Section 13 in Township 5N, Range 3ECM totaling 480.00 net acres, more or less. Center of T5N-R3ECM located approximately 8 miles east and 3 miles north of Black Mesa State Park.

- 1 Tract located in Section 13 in Township 5N, Range 4ECM totaling 120.00 net acres, more or less. Center of T5N-R4ECM located approximately 6 miles west and 1 mile north of Castaneda, OK.
- 1 Tract located in Section 13 in Township 5N, Range 5ECM totaling 560.00 net acres, more or less. Center of T5N-R5ECM located approximately 1 mile north of Castaneda, OK on US Hwy 287.
- 1 Tract located in Section 13 in Township 5N, Range 6ECM totaling 640.00 net acres, more or less. Center of T5N-R6ECM located approximately 6 miles east and 1 mile north of Castaneda, OK.
- 1 Tract located in Section 13 in Township 6N, Range 2ECM totaling 640.00 net acres, more or less. Center of T6N-R2ECM located approximately 1 mile east of Regnier, OK and 2 miles south of the OK-KS state line.
- 1 Tract located in Section 13 in Township 6N, Range 3ECM totaling 640.00 net acres, more or less. Center of T6N-R3ECM located approximately 7 miles east of Regnier, OK and 2 miles south of the OK-KS state line.
- 1 Tract located in Section 13 in Township 6N, Range 4ECM totaling 560.00 net acres, more or less. Center of T6N-R4ECM located approximately 5.5 miles west of US Hwy 287 and 2 miles south of the OK-KS state line.
- 1 Tract located in Section 13 in Township 6N, Range 5ECM totaling 640.00 net acres, more or less. Center of T6N-R5ECM located approximately 0.5 miles east of US Hwy 287 and 2 miles south of the OK-KS state line.
- 1 Tract located in Section 13 in Township 6N, Range 6ECM totaling 640.00 net acres, more or less. Center of T6N-R6ECM located approximately 6.5 miles east of US Hwy 287 and 2 miles south of the OK-KS state line.

## II | Selected Terms, Auction Procedures

### A. Non-Subordination

Lessor's fee title to the land will not be subordinated.

### B. Rent

Development period (pre-production) rental for the first 12 months is $69,940.00 or bid price, whichever is greater. The development period rental rate for the 2nd through 5th lease years is $10.00 per acre. The development period can be extended for two additional terms of 1 year each at a rental rate of $15.00 per acre for each term. The rental rate for the first year of the construction period is $40.00 per acre. The rental rate for the first year of the production period is $6,000 per megawatt capacity of turbines. For all other construction and operation rent rates, see lease contract for rent schedule (lease Exhibit B). Lease contract is available for review at the CLO's website at www.clo.ok.gov.

### C. Contract Terms

Terms and conditions of lease shall be set forth in the lease contract which shall be subject to applicable rules and regulations of the CLO and Statutes of the State of Oklahoma now in force or hereafter adopted. Lessee is responsible for all infrastructure and zoning costs associated with the development of the lease.

**D. Required Qualifications for Bidding**

1. All bidders must be pre-registered with the CLO. All bidders must demonstrate to the CLO no less than forty-eight (48) hours prior to the auction their ability to comply with the requirements described in the Lease, with emphasis on the ability to develop and operate a utility scale wind turbine power production facility.
2. Have a cashier's check or other form of payment acceptable to the Commissioners of the Land Office in the amount of $69,940.00 in hand at the time of auction. Full amount of the bid is due at the time of the auction.
3. Have inspected the land, lease documents, and other pertinent records held by local jurisdictions.

**E. Auction Procedures**

The Minimum acceptable bid is $69,940.00.

Bidding shall be conducted orally. Additional bidding will be permitted at minimum increments of $1,000.00 on an oral basis conducted by the auctioneer in charge.

The time of auction shall be deemed to be the time of declaration of the highest and best bidder. Ratification of the lease agreement will be required by the Commissioners.

The 1st day of the month following the date of ratification shall be the commencement date of the Lease.

The Commissioners of the Land Office may cancel the auction in whole or in part at any time before final acceptance of a bid is announced.

The Commissioners reserve the right to reject any or all bids and shall refuse to accept any bid where the party placing the bid is in default of any rental due or in violation of this or any prior lease contract. A bid less than the advertised minimum acceptable bid will not be considered.

## III | Costs

**A. Taxes**

All Oklahoma State taxes must be paid, and all tax laws must be complied with in connection with this Lease agreement.

**B. Associated Costs**

Successful bidder shall also pay the cost associated with the auction, including but not limited to costs to hold the auction, advertising, and appraisal.

**C. Damage Compensation**

The successful bidder/lessee will compensate the current agriculture lessees for damages to the agriculture lessees' investment loss as a result of this long-term commercial lease. Such damages shall include but not be limited to lost revenues from unharvested crops and fencing. The successful bidder/lessee is to work directly with the agriculture lessee for an agreement on the reasonable valuation of the damages and materials.

ANNOUNCEMENTS AND CORRECTIONS AT THE TIME OF AUCTION SUPERSEDE THIS NOTICE.

This notice is dated 23rd day of October, 2026

Commissioners of the Land Office
State of Oklahoma
By: John H. Fischer, Acting Secretary

# WIND TURBINE POWER PRODUCTION LEASE
# EDUCATION INSTITUTE TRUST (Lease 209667, Contract 21266)
# LEGAL DESCRIPTION OF ALL TRACTS

| Tract | Sub-Tract | | All/Part of Lse | CLO Ag Lease | Section | Township (N) | Range (ECM) | Description | Acres | | Less ESMNT | Less STCL | Less LTCL | NET ACRES | Acreage Adjustment for... |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1** | **1** | | Part | 205433 | 13 | 5 | 2 | North Half (N/2), North Half of the Southeast Quarter (N/2 SE/4), Northeast Quarter of the Southwest Quarter (NE/4 SW/4), and Southeast Quarter of the Southeast Quarter (SE/4 SE/4) | 480.00 | | 0.00 | 0.00 | 0.00 | 480.00 | |
| **2** | **0** | | All | 205439 | 13 | 4 | 2 | All of | 640.00 | | 6.06 | 0.00 | 0.00 | 633.94 | Highway 325 (also known as N 0120 Rd) Easement |
| **3** | **0** | | All | 205447 | 13 | 6 | 2 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **4** | **0** | | All | 205453 | 13 | 5 | 3 | West Half (W/2), and East Half of the East Half (E/2 E/2) | 480.00 | | 0.00 | 0.00 | 0.00 | 480.00 | |
| **5** | **0** | | All | 205457 | 13 | 6 | 3 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **6** | **0** | | All | 205461 | 13 | 5 | 4 | East Half of the Southeast Quarter (E/2 SE/4), and Southwest Quarter of the Southeast Quarter (SW/4 SE/4) | 120.00 | | 0.00 | 0.00 | 0.00 | 120.00 | |
| **7** | **0** | | All | 205462 | 13 | 6 | 4 | North Half (N/2), Southwest Quarter (SW/4), and South Half of the Southeast Quarter (S/2 SE/4) | 560.00 | | 0.00 | 0.00 | 0.00 | 560.00 | |
| **8** | **0** | | All | 205466 | 13 | 5 | 5 | East Half (E/2), East Half of the West Half (E/2 W/2), Southwest Quarter of the Northwest | 560.00 | | 0.00 | 0.00 | 0.00 | 560.00 | |
| **9** | **0** | | All | 205470 | 13 | 6 | 5 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **10** | **0** | | All | 205474 | 13 | 5 | 6 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **11** | **0** | | All | 205478 | 13 | 6 | 6 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **12** | **0** | | All | 205764 | 13 | 1 | 4 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **13** | **0** | | All | 206083 | 13 | 3 | 3 | East Half (E/2) | 320.00 | | 0.00 | 0.00 | 0.00 | 320.00 | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | **TOTALS** | **7,000.00** | | **6.06** | **0.00** | **0.00** | **6,993.94** | |

OKLAHOMA

COMMISSIONERS
OF THE LAND OFFICE

# UNSUBORDINATED WIND TURBINE POWER PRODUCTION LEASE

CIMARRON COUNTY, OKLAHOMA

LEASE #209667

CONTRACT #21266

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**WIND TURBINE POWER PRODUCTION LEASE**

LEASE #209667 CONTRACT #21266

THIS LEASE ("Lease") is made as of the 1st day of _____, 20_____ ("Effective Date") by and between the Commissioners of the Land Office ex rel. State of Oklahoma ("CLO" or "Lessor"), and _____("Lessee"). Each of CLO and Lessee shall hereinafter be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS** the CLO is a trust and instrumentality of the State of Oklahoma created by Art. 6, § 32 of the Oklahoma State Constitution, and 64 O.S. § 1001 to hold and administer dedicated public lands (also known as Trust Lands) and funds for the support of public education; and

**WHEREAS** CLO owns real property located in Cimarron County, State of Oklahoma, as described on the attached Exhibit A (the "Property"); and

**WHEREAS** Lessee wishes to enter into a lease creating certain rights and obligations affecting the Property, specifically allowing for the development and operation of wind power facilities for wind energy purposes (the "Wind Project" or "Project"); and

**WHEREAS** CLO is willing to lease the Property to Lessee for the development and operation of the Wind Project, upon the terms and conditions set forth herein below; and

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

**SECTION I | GRANT OF RIGHT**

**1.1 Grant**

Subject to CLO's mineral interest and in exchange for the consideration provided in this Lease, the Lessee's covenants, agreements and obligations as set forth herein, and upon the limitations, reservations, and conditions contained in this Lease, the CLO grants to the Lessee an exclusive wind lease on and over the Property for the purpose of researching, developing and operating the Wind Project for the conversion of the Wind Resources (defined Section 3.1.1) on the Property to electricity and for the subsequent collection and transmission, use, and delivery of that electricity to market, to one or more purchasers, or to any on-site or off-site load or facility, whether or not interconnected to a utility, transmission provider, or organized market, and any and

all activities related to the foregoing (collectively, the "Wind Energy Purposes"), together with the exclusive right to construct or install Improvements on the Property for Wind Energy Purposes during the Term (Article III) of this Lease. The Leasehold Estate in the Property created by this Lease is the "Leasehold".

1.1.1 Any rights or uses not specifically granted by this Lease are hereby reserved by the CLO.

**1.2 Scope of Grant**

Pursuant to this Lease, the Lessee shall have the exclusive right to make use of and convert the Wind Resources on the Property to electricity. The scope of this grant is limited to the development and operation of the "Wind Power Facilities" (described collectively below in this Section 1.2) on the Property for the Wind Energy Purposes, including without limitation the following and any other related activities:

i. Installing meteorological towers and other wind and weather measurement and monitoring devices to study wind speed, wind direction, and other meteorological data necessary to analyze the potential of the Wind Resources on the Property, including without limitation, installation of any other equipment to properly operate, house and protect such facilities; and

ii. Accessing the Property for permitting, site analysis, extraction of soil and water samples, and other geotechnical analyses and other related studies and tests necessary to determine the feasibility of converting the Wind Resources to electricity; and

iii. Constructing, operating and maintaining such roads, fences, gates, and temporary construction facilities such as laybys, marshalling yards, and crane travel paths as are reasonably necessary, for ingress and egress for construction, maintenance and operation of the Improvements (defined herein below); and

iv. Constructing, installing, using, replacing, upgrading, relocating, removing, maintaining, repairing, repowering, and operating meteorological and wind measuring equipment, portable sonic detection and ranging units, wind turbines, wind power generating machines, and other related infrastructure, improvements, facilities, machinery, and equipment, generators, towers, foundations and concrete pads, support structures, footings, anchors, fences and other fixtures, staging areas for the assembly of equipment, control buildings, maintenance and security buildings, buildings to be utilized by operations and maintenance personnel on a regular basis, crane pads, other power production equipment, and related facilities and

equipment, electrical wires, junction boxes and cables (underground or overhead), communication lines, transmission lines (including towers, wires, cables, and other related power generation and transmission facilities related to the commercial wind energy conversion facility, and facilities for interconnection to a transmission system for the delivery of electrical energy generated from the Wind Project, collectively "Transmission Facilities"), circuit breakers, transformers, portable sonic detection and ranging units ("SODAR Unit"), avian monitoring units, aircraft detection lighting system units, and other facilities or equipment as expressly allowed in this Lease; including but not limited to cables, wires, fiber, conduit, footings, foundations, towers, poles, cross arms, guy lines and anchors, and any related or associated improvements, fixtures, appliances, including roads, fences, machinery and equipment that Lessee reasonably determines to be necessary, useful or appropriate to accomplish the Wind Energy Purposes (all those referred to in 1.2(i) through 1.2(iv) collectively referred to herein as, the "Improvements").

No other uses shall be allowed unless specifically agreed in writing. The grant included in this Lease specifically excludes any other type of power generation or storage, including, but not limited to, battery storage, fuel cell technology or solar cells.

## 1.3 Limitations and Reservations

### 1.3.1 CLO's Mineral Interest

This Lease is subject to the rights and interest existing as of the Effective Date of the owners of the oil, gas, or constituents thereof, and all other minerals regardless of whether they are of a like kind, class, or nature to those listed, which are located in, on, under or that may be produced from the Property, including the rights of such mineral owners to use the surface of the Property for exploration and production of such minerals and subject to all instruments of public record, included in Cimarron County, Oklahoma, and the records of the CLO, as of the Effective Date pertaining to the Property to the extent such instruments are valid and in force and effect, and as set forth in this Section. See also Article VI.

### 1.3.2 Intent to Drill

This Lease shall be subject to any Notice of Intent to Drill (I.T.D.) impacting the Property, whether or not such notice is properly served on the CLO.

1.3.3 No Other Rights to Wind Energy

With the exception of existing non-commercial, non-utility scale agricultural windmills for the purpose of mechanically pumping water for livestock or irrigation and similar agricultural uses and needs, in each case that do not generate electricity and that do not exceed forty (40) feet in height, no rights to convert the Wind Resources of the Property or to otherwise use the Property for Wind Energy Purposes have been granted to or are held by any party other than Lessee during the Term of this Lease. CLO shall not, and shall not permit any of its lessees or invitees to, install any additional windmill or other wind-driven device on the Property during the term of this Lease without Lessee's prior written consent, not to be unreasonably withheld, conditioned or delayed and with the understanding that CLO lessees in the subject area typically need windmills if requested. Any windmill permitted under this Section 1.3.3 shall be subject to clauses (i) through (iv) below and to the setback requirements of Section 2.7. Lessee shall have thirty (30) days to issue said consent from the date of receipt of the request. If the request is not specifically denied, the request shall be considered approved. The CLO's activities and any grant of rights it makes to any person or entity, shall not, currently or in the future, impede or unreasonably interfere with:

i. The siting, permitting, construction, installation, maintenance, repair, operation, replacement, or removal of any Improvements; or

ii. The flow of wind, wind speed or wind direction over the Property; or

iii. Access over the Property to any Improvements; or

iv. The undertaking of any other activities of Lessee permitted under this Lease. With the exception of agricultural windmills per this Section 1.3.3, in no event during the Term of this Lease shall the CLO or its other lessees construct, build or locate or allow others to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property. CLO shall not construct and shall not allow any lessee or other third party granted rights in the Property by CLO to construct any building or other structure in excess of 60 feet in height within an area extending 1500 feet in all directions from the center of the base of the tower of any wind turbine comprising the Wind Project. However, except as set forth in the other terms and conditions of this Lease with respect to the rights expressly granted to Lessee herein, nothing in this grant will restrict or limit the CLO from exploring or producing water, oil, gas, or constituents thereof, and all other minerals regardless of whether they are of a like kind, class, or nature to those listed, which are located in, on, under the Property, nor interfere or

restrict the use of the Property by agricultural lessees. However, nothing in this Lease shall prohibit temporary structures in excess of 60 feet for the purpose of CLO's subsurface use of the Property.

1.3.4 Reservations

Subject to the rights granted in this Lease to the Lessee, the CLO excepts and reserves the full use of the Property and all rights with respect to its surface and subsurface for any and all purposes, including without limitation, all water and all mineral rights of any kind or nature, except for those rights expressly granted to the Lessee herein. The aforementioned excepted and reserved full use of the Property by the CLO includes, but is not limited to, the right of ingress, egress, and use of the Property by the CLO, its surface lessees, and its mineral lessees, for any purposes as set forth in the CLO's agreements with such other lessees, as applicable. Such purposes include, but are not limited to, farming, grazing, conducting recreational activities such as hunting, exploring for and producing the minerals that may be located within the surface and sub-surface boundaries of the Property, allowing for the development of energy from sources other than wind, or storage of energy. Recreational, agriculture and mineral activities that could pose a danger to construction, development, maintenance and operational crews shall be coordinated with Lessee as necessary to prevent injury or loss of life to persons or damage to personal property. Lessee shall conduct its operations with commercially reasonable regard for all of CLO's (or CLO's lessees) current and future uses of the Property as of the Effective Date; provided, however, that nothing in this sentence shall impair or lessen any of Lessee's rights under this Lease. Lessee agrees to preserve the right of the CLO to continue conducting business operations that are not inconsistent with the other terms and conditions of this Lease.

This Lease covers only the surface of the Property and does not include any part of the mineral estate. This Lease is subject to any and all existing or future pipeline, road or utility easements, seismic or geophysical agreements and oil, gas or mineral leases pertaining to the Property or any portion of the Property; provided however, under no circumstances will Lessee be required to modify, move or remove any of Lessee's Improvements which have been installed on the Property pursuant to the terms of this Lease or to modify the scope of the Wind Energy Purposes granted pursuant to this Lease to accommodate a future pipeline, road or utility easement or any other use of the Property by the CLO or any lessee of CLO or other party claiming under the CLO. Lessee shall not be entitled to any monies from operations on the Property related to the mineral estate. CLO may, from time to time, grant to any third party licenses, permits or easements across any portion of the Property that would not

adversely affect Lessee's Improvements or permitted use of the Property. Further, subject to the limitations set forth in Section 6.2, Lessee shall not limit any seismic or geophysical surveys on any portion of the Property, so long as such operations are conducted following CLO's reasonable attempt to provide notice to Lessee and in accord with standards pertaining to setbacks reasonably established by the Oklahoma Corporation Commission and the same do not interfere with Lessee's operations on the Property. CLO shall receive any and all compensation from the lessees of any such licenses, permits or easements.

Notwithstanding anything in this Section 1.3.4 or otherwise herein to the contrary, in no event shall any current or future lessee, user, operator or occupant of the Property from and after the Effective Date unreasonably interfere with Lessee's operations on the Property pursuant to this Lease. CLO shall use reasonable efforts to provide written notice to Lessee of CLO's intent to grant to any third party a license, permit or easement across any portion of the Property, oil, gas or mineral leases in and to the Property, or other rights of use and occupancy in the Property and reasonably cooperate with Lessee in its negotiation of a surface use and accommodation agreement with such third party.

### 1.4 Consideration

As consideration for the grant of the rights set forth herein, Lessee agrees to pay to the CLO in accordance with the provisions set forth in Exhibit B attached hereto and incorporated herein.

### 1.5 Most Favored State

Lessee hereby represents to CLO that the financial terms specifically agreed to and provided for within Exhibit "B" to this Lease are at least as favorable as the same financial terms for any wind energy lease agreement for the Wind Project entered into by Lessee and any other owner(s) of real property located within Cimarron County, Oklahoma. Should Lessee enter into any subsequent wind energy lease agreement(s) for the Wind Project with any other lessor(s) during the Term of this Lease that provides for financial terms more favorable than those contained within Exhibit "B" to this Lease, then the Parties shall cooperate to amend this Lease within a reasonable period of time following execution of the more favorable wind energy lease agreement to provide CLO with such more favorable financial terms.

## SECTION II | DEVELOPMENT PLANNING

### 2.1 Plan of Development

As soon as practical after the Effective Date, Lessee shall submit to the CLO an outline of the anticipated Plans of Development and estimated timing of each. Such submission shall be for general information and planning purposes. Prior to the date that is twelve (12) months prior to the expiration of the Development Period applicable to specific tracts comprising a Phase, Lessee will present for the CLO's review and approval for each Phase, one or more "Plan of Development", which will not be unreasonably withheld, conditioned or delayed. The CLO shall have the number of days indicated in this Section 2.1 based on the size of area being reviewed from the date of receipt of each Plan of Development from Lessee to provide Lessee with written notice of the CLO's approval or non-approval of each Plan of Development.

CLO review period time frame for Plan of Development review based on the total size of the entire Phase of the Project contained within each specific Plan of Development.

(i) Sixty (60) days for a total Project Phase Plan of Development that covers an area equal to or less than 30,000 acres.
(ii) Ninety (90) days for a total Project Phase Plan of Development that covers an area greater than 30,000 acres but equal to or less than 50,000 acres.
(iii) One Hundred, Twenty (120) days for a total Project Phase Plan of Development that covers an area greater than 50,000 acres but equal to or less than 100,000 acres.
(iv) One Hundred, Eighty (180) days for a total Project Phase Plan of Development that covers an area greater than 100,000 acres.

If a Plan of Development for a specific Phase is received by the CLO during the CLO's review period of one or more other Plans of Development submitted in accordance with this Section 2.1 of this Lease, the CLO's review period for such newly submitted Plan of Development shall not commence until the review period of all Previous Plans of Development have expired. There will only be one active CLO review of a Plan of Development under this Lease at any one time.

If a written notice of non-approval is provided, such notice must specify why the CLO has withheld approval. Lessee shall have the opportunity to prepare a revised Plan of Development addressing the issue(s) identified by the CLO for withholding its approval, and the process and time period for CLO approval set forth in this Section 2.1 shall once again apply from the date the CLO receives the revised Plan of Development. If no written notice of non-approval is provided within the applicable review period, the Plan of Development shall be deemed approved by the CLO. Prior to CLO's approval of any Plan of Development, Lessee must submit any material revisions to the Plans of Development to CLO for approval, which will not be

unreasonably withheld, conditioned or delayed. For purposes of the preceding sentence, "material revisions" shall be considered any revision that relocates an Improvement more than two hundred (200) feet, measured cumulatively, from the location depicted for such Improvement in the most recently submitted Plan of Development. Upon Lessee's submission of a proposed material revision, the CLO's review period for the applicable Plan of Development shall be extended by ten (10) business days for each separate material revision. If no written notice of non-approval, specifying the basis therefor, is provided within the applicable review period as so extended, the proposed material revision and the applicable Plan of Development shall each be deemed approved by the CLO. The Plan of Development shall include, but not be limited to:

i. The proposed location, depth, width and height specifications of all Improvements; and

ii. Information concerning the wind turbines, including, without limitation, numbers, type, size, manufacture, model and foundations design; provided, however, the CLO shall have no right to unreasonably object to the wind turbines that are selected by Lessee; and

iii. The lands comprising such Phase, identified by reference to the tracts on Exhibit A hereto; and

iv. Such other information relating to the Wind Project as may be reasonably requested by the CLO.

2.1.1 Plan of Development – Phased Development

Lessee may develop the Project in phases (each, a "Phase"). Each Phase shall consist of the tracts designated in the applicable Plan of Development and identified in writing pursuant to Section 3.1 and shall be described by reference to the tracts identified on Exhibit A in a manner consistent with the release requirements of Section 10.2. Each Plan of Development for its related Phase shall be submitted, reviewed and approved independently, and the submission, approval, non-approval, or termination of any such Plan of Development shall not affect any other Phase or any other portion of the Property. Designation of a Phase shall not require an amendment of this Lease. For the avoidance of doubt, references in this Lease to the Commencement of Construction, Construction Period, Production Period or Restoration Period shall, unless the context otherwise requires, mean such event or period as it applies to the applicable Phase.

The Lessee has twelve (12) months for the Commencement of Construction of each Phase of the Wind Project pursuant to the applicable Plan of Development from the date of CLO's approval thereof. Lessee may request, in

writing, up to five (5) subsequent six (6) month extensions (unless otherwise agreed by the parties) from the original date of approval of the applicable Plan of Development (and from the expiration of any prior extension period) for the Commencement of Construction with the CLO's consent. The Lessee acknowledges that nothing in this section 2.1.1 shall impact the CLO's mineral estate.

### 2.2 Improvement Location Variance

The Parties acknowledge that the locations of the Improvements are subject to final approval of the applicable governmental agencies and also may vary depending on topography or construction constraints. Notwithstanding any provision to the contrary herein, once the Plan of Development for any Phase has been approved by the CLO, Lessee may construct any Improvement within such Phase within up to Two Hundred feet (200') from the location depicted in the applicable Plan of Development that has been approved by the CLO.

### 2.3 CLO Plan of Development Review

Any review or right to comment by the CLO under this Section or otherwise set forth in this Lease, is solely for the benefit of the CLO and any review or comment or failure to review or comment by the CLO shall not relieve Lessee of any of its obligations under this Lease or be used as evidence that the CLO agreed that Lessee had fulfilled any obligations under this Lease or that the CLO had waived any of its rights under this Lease (except as set forth in Section 2.1). Lessee shall exercise its independent judgment in all matters relating to its Improvements and the Wind Project, and in no event shall the CLO be liable to Lessee or any other person as a result of any review or comment or failure to review or comment. Lessee shall not have the right to impose any restriction, condition, permit or approval on the Property which will survive the expiration or earlier termination of this Lease without the prior written consent of the CLO in each such instance.

### 2.4 Reserved

### 2.5 Minimum Megawatts

As a material condition to the CLO's agreement to enter into this Lease, the Lessee agrees that if Lessee elects to construct wind turbines on the Property, that it will construct the Megawatt Minimum (defined in Exhibit B/Section B.1.10) for the Wind Project. For purposes of this Section 2.5, the Megawatt Minimum and any payment obligation arising under this Section shall be determined solely by reference to, and shall apply only with respect to, the Property that remains subject to this Lease and has not been released, terminated, or otherwise excluded from this Lease by Lessee. Any portion of the Property so released, terminated, or excluded shall not be counted

toward, and shall not give rise to any obligation under, the Megawatt Minimum. In the event that Lessee fails to construct turbines representing the Megawatt Minimum as required in Section B.1.10, Lessee agrees to pay the CLO the Minimum Annual Rent Rate set forth in Exhibit B/Section B.2.1 below for any Megawatt Minimum not constructed as required above and as consideration for the continued Lease for the Term on the affected and retained Property, as if there were no less than the required Megawatt Minimum constructed on the retained Property, per the procedures of Section B.2.1. Further, Lessee shall diligently and in good faith pursue and complete the installation of each wind turbine within Eighteen (18) months of commencement of construction for each such wind turbine (i.e. the date on which concrete is first poured into the support foundation of each such wind turbine generator, or "WTG"). For the avoidance of doubt, and notwithstanding anything contained herein to the contrary, the Megawatt Minimum shall be determined on an aggregate basis across all portions of the Property in the Production Period and shall not apply to any portion of the Property in the Development Period or the Construction Period.

### 2.6 Roads

Lessee shall not construct roads on the Property unless such roads are reasonably required for access to or construction of wind turbines or other Improvements located on the Property or in connection with the Wind Energy Purposes. Lessee shall incorporate commercially reasonable erosion control measures across and/or along roads constructed or improved by Lessee for use in connection with the Wind Project when reasonably necessary to prevent erosion.

### 2.7 Turbine Construction Restrictions

Lessee shall not construct any wind turbine or other above ground Improvement (other than de minimis Improvements such as junction boxes) within One Thousand Four Hundred (1,400) feet of any main residence on the Property existing as of the Effective Date and One Thousand (1,000) feet of any other permanent residence or barn, either of which is located immediately adjacent to any main residence, existing as of the Effective Date, or within One Hundred Fifty (150) feet of any above-ground oil and gas production facility on the Property existing as of the Effective Date, in each case as measured from the center of the turbine foundation to the approximate center of the structure or facility subject to the setback requirement, without CLO's prior written consent.

### 2.8 Reserved

### 2.9 Leasehold Easements – No Right to High Voltage Transmission Lines

This Lease includes limited easements for underground or overhead collection and transmission lines from the wind turbines to a collection point or other linkages for

the Wind Systems, in aid of the production of wind energy from the Property, and are included in this Lease upon the CLO's receipt of payment for easements as set forth in detail in Exhibit B. Lessee shall not have any right to install or place high voltage transmission lines through or across the Property without the CLO's prior written consent, which consent may be evidenced through CLO's execution and delivery of a separate easement agreement for such transmission lines. For purposes hereof, "high voltage transmission lines" shall mean transmission lines used to transmit in excess of 40kV.

## SECTION III | TERM; PERIODS OF THE LEASE

The Term of this Lease shall be comprised of Four (4) periods, as described below:

### 3.1 The Development Period

The Development Period of this Lease ("Development Period") shall be for the purpose of research and analysis and shall run from the Effective Date until the earlier of either: (i) the date upon which the Commencement of Construction of a Phase occurs; or (ii) the fifth (5th) anniversary of the Effective Date (the "Development Period Termination Date"). For the avoidance of doubt, the Development Period Termination Date shall be determined separately for each Phase. Lessee may, at its election and in its sole discretion, extend the Development Period for two (2) additional periods of one (1) year each. The Lessee shall notify the CLO in writing no less than sixty (60) days prior to the Development Period Termination Date (as extended if applicable) if Lessee elects to exercise a permitted extension. Should Lessee decide to allow the Development Period to expire under (ii), above, or as extended, Lessee shall provide written notice to the CLO at least sixty (60) days prior to the expiration date.

If Commencement of Construction has occurred, then those portions of the Property designated within Lessee's approved Plan of Development for that Phase shall transition to the Construction Period (as identified below in Section 3.2) and the remainder of the Property not designated shall continue on the Development Period. If the entire Property does not transition to the Construction Period at the same time, the Lessee shall identify in writing which tracts on Exhibit A shall remain in the Development Period in the applicable Plan of Development. Each tract can only be entirely in either the Development Period or entirely in the Construction Period. "Commencement of Construction" shall mean the date on which any type of construction may start, which includes, but is not limited to, grading or dirt-work and any type of construction of any type of structure, including but not limited to pouring of concrete. No such construction shall be allowed during the Development Period. If construction starts on the Project, but not on the Property, or a specific Phase within the Property, and the Lessee wishes that date to be the Commencement of Construction, the Lessee shall notify the CLO in writing of said Commencement of

Construction and which tracts on Exhibit A shall be in the Construction Period. The CLO agrees to provide Lessee reasonably necessary access to the Property for the exclusive purpose of performing research and analysis concerning the suitability of the Property for the use and development of Wind Power Facilities on the Property, at the Lessee's sole cost and expense. During the Development Period, Lessee agrees to pay the CLO the consideration set forth in the attached Exhibit B/Sections B.1.1 and B.1.2. During the Development Period, Lessee may terminate the Lease early upon Ninety (90) days' prior written notice to the CLO. In the event Lessee elects to terminate the Lease under this subsection, Lessee agrees that there shall be no refund or prorating of any payments owed to the CLO. Notwithstanding anything to the contrary in this Section 3.1, from and after the date Commencement of Construction has occurred with respect to a Phase, CLO shall have no right under this Section 3.1 to terminate this Lease as to the tracts comprising such Phase with the exception of termination rights in this Lease for cause. If Commencement of Construction has not occurred on or before the Development Period Termination Date, the CLO may terminate this Lease effective on the Development Period Termination Date with respect to any portion of the Property that is not in the Construction Period and is not included within a Plan of Development that has been submitted to or approved by the CLO upon providing the Lessee notice of same. For the avoidance of doubt, the Development Period shall continue with respect to each Phase until the Commencement of Construction for such Phase, and the expiration or termination of the Development Period as to any Tract shall not affect any other Tract or Phase.

3.1.1 Lessee Development Activities

"Development Activities" shall be defined to include "Wind and Weather Monitoring Activities" (defined below) and to inspect and survey the Property, including, without limitation, conducting soil, environmental, archeological and geologic studies and tests, and conducting any and all other tests, studies and taking any and all other actions related to the investigation by Lessee of the suitability of the Property for inclusion in the Wind Project. Wind and Weather Monitoring Activities are defined herein as the evaluation of the Wind Resource on the Property, including, without limitation conducting the development activities described in Sections 1.2.i. and 1.2.ii. As used herein, "Wind Resource(s)" means the wind energy moving across the Property that the Lessee intends to research and analyze for the potential commercial production of electricity in connection with the Wind Project, and if acceptable to Lessee, that Lessee intends to convert to electrical energy on the Property.

3.1.2 Access and Use

During the Development Period, Lessee, at its sole expense, shall have access to the Property for the purposes stated herein, including, without limitation, to

install and maintain gates, perform surveys, soil tests and all other environmental studies and investigations necessary in Lessee's sole and absolute discretion to determine Wind Resource availability in connection with the development of the Wind Project on the Property. This Lease includes, during the Term, the granting to the Lessee the reasonable right of ingress to and egress from the Improvements over and across the Property by means of any existing roads, rights-of-way, rights of entry, hereditaments, or easements benefitting, belonging to, or inuring to the benefit of the CLO and pertaining to the Property, and by such other route or routes as Lessee may construct on the Property from time to time, as approved by the CLO.

## 3.2 The Construction Period

Lessee shall give the CLO a thirty (30) day prior written notice to the Construction Commencement Date for each Construction Period Phase. The Construction Period for each Phase of this Lease, as it may be extended by the Construction Period Extension, defined below (the "Construction Period") shall commence on the date of the Commencement of Construction of such Phase and continue until the Production Commencement Date for such Phase (defined below Section 3.3), provided that the Construction Period for such Phase shall be completed no later than thirty-six (36) months (or the equivalent of the number of calendar days comprising such thirty-six (36) month period) following the Development Period Termination Date for such Phase, unless such Construction Period is extended up to twelve (12) additional months ("Construction Period Extension") as to such Phase by Lessee making payment to the CLO, from and after the date of such Construction Period Extension, of an annual rental for each additional Lease Year (defined Section B.1.3) in accordance with the amount specified in the attached Exhibit B/Section B.1.2, to be paid until the Production Commencement Date, at which time such rental payments shall no longer be applicable or required. During the Construction Period for each phase, Lessee agrees to pay the CLO the consideration set forth in the attached Exhibit B/Section B.1.2 through B.1.18 with respect to the tracts comprising such Phase.

### 3.2.1 Access Construction and Production Periods

During the Construction Period and Production Period of this Lease, the Lessee shall have all the necessary access to the Property for the exclusive purpose of performing, at the Lessee's sole cost and expense, all the activities permitted under this Lease, which includes without limitation, the construction and installation of wind turbines, meteorological towers, portable SODAR Units, roadways, gates, and related overhead and underground transmission infrastructure, such as electric gathering lines, conduit, fiber optics and cables. During any construction, Lessee shall stockpile all excess soil in an environmentally safe manner on the Property for use during the Restoration

Period, as provided by Lessee in the applicable Plan of Development, and subject to the payment due per Exhibit B/Section B.1.12.

Within twelve (12) months after completion of construction of each Phase, Lessee shall restore the surface of such portions of the Property within such Phase that are disturbed as a result of Lessee's construction of wind turbines and associated facilities to a condition reasonably similar to its condition as of the Effective Date, including without limitation any damage to the land and any terraces on the Property as a result of Lessee's crane walk across the Property to and from the construction site(s) on the Property.

### 3.3 The Production Period

The Production Period for each Phase of this Lease ("Production Period") shall begin on the "Production Commencement Date" for such Phase, which shall be the first day of the month following the month in which any wind turbine on the Property related to that Phase begins generating electricity in commercial quantities from the Property, other than "test power" ahead of commercial operations. Minimum Annual Rent Rate payments will be due to the CLO as set forth in the attached Exhibit B/Section B.2. Lessee shall give the CLO written notice that the Production Commencement Date for each Phase has occurred. The Production Period for each Phase shall continue for a period of twenty (20) years from and after the Production Commencement Date for such Phase and shall end on the twentieth ($20^{th}$) anniversary of the Production Commencement Date, subject to the process for extension of the Production Period as provided in Section 3.5.

### 3.4 The Removal and Restoration Period

The Removal and Restoration Period of this Lease ("Restoration Period") shall begin on the earlier of:

i. The last day when the cumulative of the Development Period, Construction Period and Production Period, and any Extension Term as provided below in Section 3.5, has expired for any such Phase, or

ii. The date upon which this Lease is earlier terminated by either Party as to all or any Phases pursuant to the terms and conditions described herein. In the event there is an early termination of this Lease by either Party, the Lessee's obligations during the Restoration Period set forth herein shall survive early termination and remain in full force and effect, or

iii. Fifty-four (54) years after the Effective Date of the Lease.

Subject to Section 3.5, within the last Twelve (12) months after the expiration of the Production Period for a Phase, plus any Extension Term if applicable, or within Twelve

(12) months after the surrender or earlier termination of this Lease as to such Phase, Lessee shall (a) remove from the surface of such portions of the Property within such Phase any Wind Power Facilities owned or installed by Lessee thereon and (b) restore the surface of such portion of the Property to a condition reasonably similar to its condition as of the Effective Date; provided, however, that with regard to any Wind Power Facilities located beneath the surface of the Property, including footings and foundations, Lessee shall only be required to remove the same to a depth of Four (4) feet below the surface. Lessee shall have a continuing easement to enter the Property for such purpose during such Twelve (12) month period.

All restorations provided or required by this Lease shall be completed, to the reasonable satisfaction of the CLO. Vegetation shall be established to a level at or better than the vegetation level present as of the Effective Date. At the sole discretion of the CLO, any roads or vehicle trails constructed or made by Lessee shall be restored or re-vegetated to levels at or better than that established at the Effective Date.

The Restoration Period shall end on the date the CLO accepts, through written notice, the Restoration work to be completed by the Lessee on the Property, as described in further detail below. Notwithstanding anything contained in this Lease to the contrary, the Restoration Period for each Phase will not exceed Twelve (12) months in length from and after the end of the Production Period for such Phase, plus any Extension Term.

**In no event shall the aggregated total of the Development Period, the Construction Period, the Production Period, and any applicable Extension Term, and the Restoration Period (meaning, the total term of this Lease) exceed a period of fifty-five (55) years from and after the Effective Date of this Lease (the "Term").** In the event the Production Period is extended pursuant to Section 3.5, then the Restoration Period shall occur at the end of the applicable Extension Term.

3.4.1 Restoration During Production Period

During the Production Period, if any component of the Wind Power Facilities is moved, removed, or taken out of operation by the Lessee, the Lessee shall restore the site of that specific component within twelve (12) months of such relocation or removal to the standards set forth in Section 3.4 of this Lease.

### 3.5 Lease Term Extension

At least One Hundred Eighty (180) days prior to the expiration of the Production Period of any Phase, Lessee may, up to six (6) times, elect to extend the Term of this Lease of that Phase for an additional five (5) year period commencing upon the day after the expiration of the Production Period of that Phase (each, an "Extension Term"). However, such election to extend the Term shall not be allowed if it would cause the

total Term, as extended for that Phase, to exceed fifty-five (55) years. All terms and payments set forth within this Lease, including the Minimum Annual Rent Rate (Exhibit B/Section B.2), shall continue and remain unchanged during any Extension Term. Application of any Extension Term of the Production Period pursuant to this Section 3.5, shall collectively be considered the "Extension Term," and together with the Development Period, Construction Period and Production Period for such Phase shall be referred to in this Lease collectively as the "Term".

## SECTION IV | PROPERTY ACCESS

### 4.1 Reasonable Care

Lessee agrees to conduct all operations on the Property with commercially reasonable care and regard to prevent injury or damage to the livestock, crops, buildings, drilling equipment, water wells, water supply lines, or other property of the CLO or the CLO's lessees situated on the Property.

### 4.2 Gates and Cattle Guards

Lessee shall coordinate with any existing CLO lessee for gate Property access, gate access, and gate use. If needed, gates shall be installed and maintained by the Lessee at the primary entrances of the Property at the beginning of the Construction Period. Lessee may, at Lessee's expense, install a lock on each such gate provided that Lessee shall provide the CLO and all current lessees and assignees of CLO with keys or combinations to locks or other suitable arrangements for entrance. Lessee shall keep such gates in good repair. In the event the CLO would prefer that Lessee install cattle guards instead of gates, Lessee will use reasonable efforts to install such cattle guards wherever reasonably practicable.

## SECTION V | ENVIRONMENTAL STUDIES AND ASSESSMENTS

### 5.1 Research and Analysis

Wildlife and soil data collected by Lessee pertaining to the Property will be promptly provided to the CLO.

#### 5.1.1 Environmental Impact Studies

The Lessee, at its own expense, shall submit plans outlining how it intends to prepare and/or respond to any necessary environmental studies. The Lessee shall, at a minimum, conduct a Phase I environmental study (the "Phase I Environmental Study") and retain an avian specialist (the "Avian Specialist" See Section 5.8) and conduct and archeological study (see Section 5.9). For purposes of this Lease, an Avian Specialist includes, without limitation, a

professional environmental services company or consultant, so long as such company or consultant is qualified to conduct the assessment described in this section. Copies of environmental studies conducted on or pertaining to the Property shall be addressed to CLO and periodically provided to the CLO. Any issues noted in these studies as they relate to conditions that may be caused by the installation of the wind turbines will be promptly mitigated by Lessee at Lessee's sole expense and to the reasonable satisfaction of the CLO.

### 5.2 Base Line and Post Termination Assessments

The CLO and Lessee hereby acknowledge and agree that a Phase I Environmental Study covering the tracts comprising each Phase will be prepared and submitted to the CLO prior to Commencement of Construction of such Phase. The Phase I Environmental Study shall be certified to the CLO and to the Lessee and shall form the base line reference point (the "Base Line Assessment") in determining the existence of or non-existence of contamination or Hazardous Materials (as defined herein below) on the Property as of the Effective Date. If the Phase I Environmental Study measures or otherwise reveals the existence of contamination or Hazardous Materials on the Property, a Phase 2 Environmental Study ("Phase II Environmental Study") shall be conducted to determine the locations and quantity of contamination or Hazardous Materials present and establish the Base Line Assessment for the Property.

### 5.3 Environmental Restoration -Termination of Lease on Assessment

The CLO and Lessee further agree that upon termination or expiration of the Lease as to any Phase, Lessee, at Lessee's expense, shall cause to be conducted, by a qualified and licensed industrial hygienist or environmental engineer ("Site Reviewer"), reasonably approved by CLO and Lessee, an environmental assessment (the "Post-Termination Assessment") of the tracts comprising such Phase; provided however that the requirement for a Site Reviewer to conduct a Post-Termination Assessment as set forth in the foregoing sentence shall only be required of Lessee if Commencement of Construction has occurred with respect to such Phase. The environmental assessment will be made using methods and procedures substantially the same as those used in the Base Line Assessment or those methods and procedures currently required at the time of the Post-Termination Assessment, whichever are more stringent. In comparing the Post-Termination Assessment with the Base Line Assessment, if the Site Reviewer (or any governmental agency officer with environmental jurisdiction) using reasonable professional judgment determines there is an increase in the level of Hazardous Materials identified and described in the Base Line Assessment (if any), or if there appears to be the presence of Hazardous Materials in excess of acceptable quantities that were not present in the Base Line Assessment, and such increase in levels or presence has resulted from or been

occasioned by Lessee's use or occupancy of the Property, then Lessee and CLO agree that Lessee's sole obligation with respect thereto shall be to: (i) take reasonably necessary measures, per the Site Reviewer's (or any governmental agency officer with environmental jurisdiction) professional determination, to remediate the presence of such Hazardous Materials to at least the levels of the Base Line Assessment; (ii) to file the necessary documentation with the appropriate state and/or federal agencies to obtain a closure (such closure to be in accordance with the minimum standards required for such remediation); and (iii) to diligently pursue and attempt to obtain such closure. In no event shall Lessee be responsible or liable for the presence of any Hazardous Materials or any Hazardous Materials contamination caused by or resulting from activities at or near the Property prior to the Effective Date or caused by CLO or CLO's lessees.

### 5.4 Definitions

For purposes of this Section No. V, the following definitions shall apply:

i. "Hazardous Materials" shall mean hazardous materials, hazardous wastes, hazardous or toxic substances which are defined, determined or identified as such in any Environmental Requirements, including without limitation explosives, flammable liquids, spent acids, caustic solutions, poisons, containerized gases, sludges, tank bottoms containing heavy metallic ions, toxic organic chemicals, asbestos, urea formaldehyde, polychlorinated biphenyls, petroleum products, flammable explosives, and radioactive materials; provided, however, that it shall exclude (a) ordinary cleaning supplies in ordinary amounts, as well as (b) items such as oils, gearbox fluids, transformer fluids, and other standard fluids or substances used in the ordinary course of operation of the Wind Project for the Wind Energy Purposes and that do not violate applicable Environmental Requirements.

ii. "Environmental Requirements" shall mean any and all federal, state or local environmental laws, ordinances, rules or regulations (whether now existing or hereafter enacted or promulgated) or any judicial or administrative interpretations of such laws, ordinances, rules or regulations, or any judicial or administrative orders or judgments with respect thereto, including, without limitation, all local laws.

iii. "Governmental Authority" shall mean any federal, state or local governmental agency having jurisdiction over the Property and the Wind Project with respect to Environmental Requirements.

## 5.5 Compliance with Federal Laws, State Laws and Environmental Requirements

5.5.1 Lessee shall comply, and shall cause (if applicable) all subtenants and contractors of Lessee or other occupants of the Property, by, through or under Lessee to comply, in all respects with all Environmental Requirements with respect to the Property, and will not generate, store, handle, process, dispose of or otherwise use, and will not permit any subtenant or other occupant of the Property to generate, store, handle, process, dispose of or otherwise use, Hazardous Materials at, in, on, under or about the Property and same shall be strictly prohibited. In the event any Hazardous Materials related to Lessee's operations on the Property are generated, stored, handled, processed, disposed of, or otherwise used in a manner that could lead or potentially lead to the imposition on the CLO, Lessee or the Property or any liability or lien of any nature whatsoever under any Environmental Requirement, the Lessee shall be liable. Lessee shall notify the CLO promptly in the event of any presence, disposal, spillage, discharge, omission, leakage, release or threatened release of any Hazardous Material by Lessee at, in, on, under or about the Property, and will promptly forward to the CLO copies of any notices received by Lessee relating to alleged violations of any Environmental Requirement. The CLO may, at its option, at intervals of not less than one year, or more frequently if the CLO believes that a Hazardous Material or other environmental condition violates or threatens to violate any Environmental Requirement, cause an environmental audit of the Property or portions thereof to be conducted to confirm Lessee's compliance with the provisions of this Section, and Lessee shall cooperate in all ways with the CLO in connection with any such audit.

5.5.2 Failure to Comply with Federal Laws, State Laws and Environmental Requirements.

If at any time it is determined that the operation or use of the Property by Lessee or any subtenant or other occupant of the Property, by, through or under Lessee violates any applicable Environmental Requirement or that there are Hazardous Materials located at, in, on, under or about the Property which, under any Environmental Requirement, require special handling in collection, storage, treatment or disposal, or any other form of cleanup or corrective action the following steps shall apply.

i. Lessee shall, within Thirty (30) days after receipt of notice thereof from the CLO or any Governmental Authority, commence and

thereafter diligently and expeditiously proceed to complete in a timely fashion, at its sole cost and expense, such actions as may be necessary to fully comply in all respects with all Environmental Requirements; and, with respect specifically to any avian or bat take, or other avian, bat or wildlife related matter that does not involve Hazardous Materials located at, in, on or under or about the Property, Lessee shall have the right to take commercially reasonable efforts on the Property to address such matters, including without limitation engaging in curtailment and other mitigation measures. If Lessee is exercising commercially reasonable efforts to address any avian or bat take, or other avian, bat or wildlife related matter, Lessee shall not be in default under this Lease and shall have the right to continue operation of the Wind Project on the Property under the terms of this Lease.

ii. If Lessee fails to timely commence, or to thereafter diligently and expeditiously proceed to complete in a timely fashion, any such action, the CLO may, in its sole and absolute discretion, take such action as may be necessary to perform or satisfy the same, but shall in no event be under any obligation to do so.

iii. All sums advanced or paid by the CLO (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, and fines or other penalty payments) and all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, will immediately, upon demand, become due and payable from Lessee as additional rent (with any applicable interest accruing thereon) from the date any such sums are so advanced or paid by the CLO until the date any such sums are repaid by Lessee to the CLO.

iv. Lessee will execute and provide, promptly upon request, such instruments as the CLO may deem useful or necessary to permit the CLO to take any such action.

v. If a lien is filed against the Property by any Governmental Authority resulting from the need to expend or the actual expending of monies arising from an action or omission, whether intentional or unintentional, of Lessee or for which Lessee is responsible, resulting in the releasing, spilling, leaking, leaching, pumping, omitting, pouring, emptying or dumping of any Hazardous Material into the air, any body of water, any other

public domain or any surrounding areas, then Lessee will, within Thirty (30) days from the date that Lessee is first given notice that such lien has been placed against the Property (or within such shorter period of time as may be specified by the CLO if such Governmental Authority has commenced steps to cause the Property to be sold pursuant to such lien) either (a) pay the claim and remove the lien, or (b) furnish a cash deposit, bond, or such other security with respect thereto as is satisfactory in all respects to the CLO and is sufficient to effect a complete discharge of such lien on the Property.

**5.6 Hazardous Material Indemnification**

Lessee covenants and agrees to indemnify, protect and save the CLO, its employees, agents, officers, directors, attorneys and representatives, harmless against and from any and all damages, losses, liabilities, obligations, fines, penalties, claims, causes of action, litigation, demands, defenses, judgments, suits, proceedings, liens, encumbrances, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys and experts fees and disbursements), known or unknown, foreseen or unforeseen, contingent or otherwise, which may at any time be imposed upon, incurred by or asserted or awarded against the CLO or the Property or any portion thereof and arising from or out of any Hazardous Materials on, in, under or affecting all or any portion of the Property, introduced by, or on behalf of, Lessee including, without limitation, the following:

i. The costs of removal of any and all Hazardous Materials from all or any portion of the Property; and

ii. Additional costs required to take necessary precautions to protect against the release of Hazardous Materials on, in, under or affecting the Property, into the air, any body of water, any other public domain or any surrounding areas, and

iii. Any costs incurred to comply, in connection with all or any portion of the Improvements, or Property, with Environmental Requirements. The foregoing indemnity shall not apply to Hazardous Materials which may be located in the Property prior to the occupancy of the Property by Lessee or, if sooner, the initial commencement (heretofore or hereafter) of any work, construction, repairs or alterations therein by Lessee, or which were not introduced by or on behalf of Lessee. (See also Section VIII).

iv. Provided, however, to the extent allowed by applicable law, that in no event shall Lessee indemnify any such party for any consequential, special, punitive or indirect damages.

### 5.7 Survival of Obligations under the Lease

The obligations and liabilities of Lessee under this Section shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of the termination or expiration of the Term of this Lease.

### 5.8 Avian Specialist Assessment

Lessee shall comply with all federal and Oklahoma requirements as described, and if such compliance is not possible, Lessee shall substantially comply with all such lawful requirements as described herein. Lessee shall retain an Avian Specialist who will assist the Lessee in substantial conformance to the 2012 U.S. Fish & Wildlife Service Land Based Wind Energy Guidelines (WEGs). This conformance includes the early coordination with the U.S. Fish & Wildlife Service, Oklahoma Field Office(if feasible); and Oklahoma Department of Wildlife Conservation and substantial conformance to the Tiered approach outlined in the WEGs. The Lessee shall provide to CLO copies of Tiers 1, 2 and 3 avian and bat pre-construction studies and surveys or a substantially similar equivalent and meeting summaries from early coordination meetings with State and Federal wildlife agencies(if feasible). The scope of the avian study shall, at a minimum, require the Avian Specialist to submit a report that would provide reasonable recommendations and requirements that would mitigate or lessen any material adverse impact(s) that the Wind Project would have on one or more avian species of conservation concern, and Lessee will seek federal, state, or county permits if such permits are legally required. A copy of the final reports provided by the Avian Specialist to the Lessee shall be promptly provided to the CLO within Thirty (30) days of the issuance of such final report. The Avian Specialist must have:

i. At least Ten (10) years of experience in studying the migration, movement, and flight patterns of birds and bats, and

ii. At least Five (5) years of experience in studying the degree to which proposed wind turbines might interact with the migration, movement, and flight patterns of birds and bats.

Lessee's inability to comply with federal and Oklahoma requirements within this section shall not be considered a breach of this Lease as long as Lessee continues compliance attempts or is in substantial compliance with such lawful requirements. Lessee shall implement measures consistent with the WEGs' intent to avoid, minimize, and mitigate impacts to avian and bat species, such as implementation of avian detection and automatic curtailment technology. For the avoidance of doubt, nothing in this Lease shall be construed so as to require Lessee to obtain any incidental take permit or similar authorization that would otherwise be at Lessee's discretion.

**5.9 Cultural, Archeological, and Historic Surveys and Assessments**

i. Evaluation Requirement. Lessee shall conduct Archaeological Evaluations, as defined in this Section, of any areas of the Property which may be disturbed as part of the construction and operation of the Wind Power Facilities. CLO hereby grants to Lessee, and its authorized agents, consultants, and contractors, a non-exclusive license and right of entry during the Development Period to enter upon the Property to conduct archaeological, historical, architectural, and cultural resource evaluations. These evaluations shall include a desktop cultural resource assessment comprised of a literature review, cultural records search, and review of topographic, soil, geologic, and historic land use data to identify areas with a high probability to contain undocumented archaeological resources) combined with spot checks or visual pedestrian inspections of known archaeological resources and areas identified by the desktop cultural resources assessment as having high probability for the occurrence of undocumented archaeological resources (collectively, the "Archaeological Evaluations"). Lessee shall conduct all Archaeological Evaluations in compliance with applicable federal, state, and local laws, including the guidelines established by the Oklahoma State Historic Preservation Office (SHPO) and the Oklahoma Archeological Survey (OAS).

ii. Mitigation and Avoidance. If the Archaeological Evaluations identify any verified archaeological sites, historical structures, or cultural resources eligible for the National Register of Historic Places, Lessee shall use commercially reasonable efforts to design and locate its Wind Power Facilities — including but not limited to wind turbines, access roads, underground collection lines, and substations — to completely avoid such resources. If avoidance is technically or economically infeasible, Lessee shall, at its sole cost and expense, develop and implement a mitigation or data recovery plan approved by Oklahoma SHPO or OAS, and provide a copy of such plan to CLO.

iii. Inadvertent Discoveries. Prior to the start of construction of each Phase, Lessee shall provide evidence to the CLO that a certified professional archaeologist has been contracted to develop and implement an unanticipated discoveries plan (“UDP”). A UDP shall be developed and provided to CLO that addresses procedures to be followed if Lessee, or its contractors, unearths or discovers any archaeological artifacts, paleontological specimens, cultural features, or human remains during the construction, operation, or decommissioning of the Wind Power Facilities (an "Inadvertent Discovery"). The UDP shall include stop work and buffer requirements for Inadvertent Discoveries, reporting, collection, and treatment procedures (depending on the type of Inadvertent Discovery and in compliance with local, state, and federal law), and guidelines for when construction may be resumed in the location of an Inadvertent Discovery.

iv. Surface Restoration. Lessee shall ensure that any archaeological shovel tests or test pits associated with the Archaeological Evaluations are backfilled, compacted, and leveled to match the surrounding topography within forty-eight (48) hours of completion.

v. Artifact Ownership. Any and all archaeological artifacts, historical objects, and cultural items discovered on the Property shall remain the sole legal property of the CLO. Lessee shall not remove any artifacts from the Property except temporarily for professional analysis, cataloging, or preservation requirements mandated by Oklahoma SHPO or OAS. Upon completion of such analysis, all artifacts shall be returned to CLO, unless CLO explicitly agrees in writing to donate the items to a certified Oklahoma museum or repository.

## SECTION VI | NOTICE TO LESSEE OF MINERAL ACTIVITIES

### 6.1 Notice of CLO Mineral Activities on Property

Prior to any initial Development Activities carried out by Lessee that are to be conducted on the Property, the Lessee shall determine the extent of the current oil, gas, or other mineral exploration or production activities on the Property by other lessee(s), if any. (See Section 1.3.1).

### 6.2 Mineral and Wind Development Coordination

If Development Activities are taking place or materially planned on the Property, or at any time during the Development Period or the Construction Period, the CLO, the Lessee and/or any other lessee(s) or any prospective lessees shall coordinate plans and cooperate on such activities to minimize interference with each other's operations to the extent possible. The mineral lessee shall locate the drilling location at least One Hundred Fifty (150) feet from the center of the base of the tower of any existing wind turbine, provided however that any seismic or geophysical surveys on any portion of the Property shall be conducted at least Two Hundred (200) feet from aboveground structures or buildings constituting Improvements (such distance measured from the closest edge of such structure or building), including without limitation wind turbines or any aboveground collection or transmission lines, structures or towers (such distance measured from the center of the base of the tower), and shall otherwise comply with applicable laws and regulations. Lessee shall not be responsible for any property damage, bodily injury or any other losses incurred by any mineral lessee that locates its drilling location or any other equipment adjacent to or in the area of any Improvements, even if such drilling location or equipment is located outside the above-stated setbacks.

## SECTION VII | AS-IS; DISCLAIMER OF WARRANTIES – TITLES, LIENS OR ENCUMBRANCES

### 7.1 As-Is

The Lessee has inspected the physical and topographic condition of the Property and accepts the same "as-is" in its existing physical and topographic condition. The Lessee further acknowledges that it is not relying upon any express or implied representation or warranty by the CLO regarding any aspect of the Property. The CLO hereby disclaims any and all warranties of merchantability, suitability, or fitness for any purpose, and any other warranty whatsoever not expressly set forth in this Lease.

### 7.2 Disclaimer as to Liens and Prior Grants on Property

The CLO and the Lessee hereby agree and acknowledge that the use of the terms "grant" or "convey" in no way implies this Lease or the Property are free of liens, encumbrances, or prior rights. The Lessee is hereby put on notice that any prior grant or encumbrance may or may not be of record and the Lessee is advised to examine all records of Cimarron County and the CLO.

### 7.3 CLO's Title

The CLO does not warrant title. The CLO will provide, upon Lessee's written request, a Certification of official land title record ("Certificate of Record") for specific tracts listed on Exhibit A of this Lease. Each Certificate of Record is limited to a specific Section-Township Range. (For example, if Certificates are requested for tracts located in three different Section-Township-Ranges, that will be three separate Certificates of Record.) CLO will provide, as soon as reasonably practical, Certificates of Record for the requested tracts. The cost to the Lessee for requested Certificate of Records shall be in accordance with the CLO's published Fee Schedule at the time of the request. Lessee agrees to do all things necessary to be appraised of any other interests shown by any other recording authority and settle those instances. The provisions of this Section shall survive the termination of this Lease.

## SECTION VIII | CLO INDEMNIFICATION AND WAIVER

### 8.1 Indemnification and Hold Harmless; Waiver

Lessee agrees to protect, indemnify and hold harmless the CLO, its commissioners, directors, employees, agents, other lessees, or sub-lessees, and contractors ("Indemnified Parties") from and against all losses, liabilities, obligations, claims, demands, damages, penalties, fines, actions, causes of action, judgments, costs and expenses, including, without limitation, litigation expenses, incurred by CLO or asserted against CLO, which arise from Lessee's performance of this Lease and which

do not result from the willful act or negligence of any Indemnified Parties; provided, however, to the extent allowed by law, in no event shall Lessee be responsible under this Section 8.1 for any consequential, special, punitive, or indirect damages.

Notwithstanding any other provision of this Lease, CLO agrees that operation of the Improvements in the ordinary course for the Wind Energy Purposes shall not be a basis for CLO, its lessees or other third parties granted rights in the Property by CLO, or their respective successors and assigns to seek damages or make claims against Lessee nor require Lessee to indemnify, defend or hold harmless CLO, any lessee or other third party granted rights in the Property by CLO, or their respective successors and assigns. As used in the foregoing sentence, the phrase "in the ordinary course for the Wind Energy Purposes" means operation of the Improvements in accordance with the usual and customary industry practices for the normal purposes for which the Improvements have been constructed, i.e. for the conversion of Wind Resources to electricity, the collection and transmission of electricity to market, and related activities. Further, CLO understands that the presence and operations of wind turbines and other Improvements, including without limitation electric transmission lines, on the Property may result in some loss of use and/or value of the Property and nuisance to CLO, its lessees or other third party granted rights in the Property by CLO, or their respective successors and assigns, including without limitation noise (including audible, low-frequency and infrasound) and noise levels that are higher than the noise currently occurring on the Property and the surrounding areas, flickering reflections, shadowing from the wind turbine rotors, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and other alleged visual and other field effects.

8.1.1 Repair Damages

Lessee agrees to repair any damage to the Property (other than arising from normal use of the Property for the Wind Energy Purposes), to the reasonable satisfaction of the CLO, caused by inspections or other Lessee activities or operations during the Lease Term on the Property, regardless of whether the acts or omissions causing such damages constitute a breach of or a default under any provision of this Lease.

8.1.2 Damages to Agriculture/Recreation (Ag/Rec) Lessee

In the event such damage referenced in Section 8.1.1 above is in the nature of actual damage to livestock, buildings, fences, gates, cattle guards, houses, barns, windmills, drilling equipment, tanks, water wells or water supply lines, or without limitation, all other property of the CLO or its lessees, which is situated on the Property at any time, Lessee shall promptly compensate the CLO, and/or its lessees, as applicable, for damage to the Property as set forth in Section 8.1.1

provided, however, the amount of the compensation due to the CLO, and its lessees, shall be based upon fair market values of the damaged property and shall be documented to Lessee's reasonable satisfaction. If the Property is leased for agriculture/recreation use, Lessee will compensate the CLO agriculture/recreation lessee ("Ag/Rec lessee") for all such losses or damages covered by Sections 8.1.1 and 8.1.2 to the Ag/Rec lessee's property resulting from the Lessee's use of the Property. CLO will not determine the extent of loss or damage, negotiate settlements or handle any monies involved with Ag/Rec lessee loss or damage compensations. Any crop damage and surface damages that may be payable to any Ag/Rec lessee shall be paid in accordance with Section B.1.16/Exhibit B.

## SECTION IX | REMOVAL DEPOSITS

Commencing with the Fifteenth (15th) calendar year following the applicable Production Commencement Date, Lessee shall establish security ("Restoration Security") payable to the CLO in an amount intended to cover Lessee's obligations for removal of the research equipment and/or Improvements for the applicable Project Phase through one of the following means to be selected by the CLO and Lessee working in good faith:

i. An escrow account with a bank selected by CLO, or

ii. Providing CLO with a Performance Bond acceptable to CLO.

The amount of the Restoration Security shall be the estimated cost of removing the Improvements, net of their estimated salvage value, as determined by the Parties in good faith. If the Parties cannot agree upon the amount of the Restoration Security within sixty (60) days after the date the Restoration Security is to be provided by Lessee, then the amount of the Restoration Security shall be determined by an independent engineer mutually selected by the Parties, and the decision of such independent engineer shall be conclusive as between the Parties, unless either Party moves for court enforcement. The terms of any escrow fund, or performance bond shall expressly provide that CLO shall be entitled to use amounts received from the Restoration Security to remedy any damage to the Property if Lessee fails to comply with its Restoration obligations. Interest earnings, if any, on any escrow fund shall be the property of Lessee, and any amounts remaining in any escrow fund after Lessee has complied with its obligations shall belong to Lessee. In the event the Oklahoma Corporation Commission (OCC or such other State or local governmental agency having jurisdiction over the Wind Project for purposes of this Article IX, the "Governmental Authority") requires Lessee to provide security for removal or decommissioning of the Wind Project, then Lessee shall comply with the requirements of such Governmental Authority, and such Restoration Security will be

deemed by the CLO to satisfy the requirements of this Section, and Lessee shall have no further obligation to otherwise comply with the requirements applicable to the Restoration Security stated herein. This Section shall survive the termination of this Lease.

Lessee shall comply with the State of Oklahoma decommissioning and restoration requirements set forth in the Oklahoma Wind Energy Development Act (17 O.S. §160.14 and §160.15 (OSCN 2020), as may be amended from time to time) ("Oklahoma Restoration Requirements"). Lessee shall comply with such Oklahoma Restoration Requirements, and to the extent they are inconsistent with the Restoration requirements otherwise imposed by this Lease, Lessee's compliance with the Oklahoma Restoration Requirements will be deemed by the CLO to satisfy the Restoration requirements otherwise imposed by this Lease, and Lessee shall have no further obligation to otherwise comply with the Lease requirements applicable to Restoration.

## SECTION X | TERMINATION

### 10.1 Voluntary Termination by Lessee

Subject to the conditions contained herein, Lessee shall have the right to terminate this Lease as to all or any portion of the Property on which no Improvements have been constructed or installed on the tract to be released and release such tract of land from this Lease as Lessee shall so designate without penalty, effective upon ninety (90) days' written notice to the CLO and accompanied by an instrument recordable in the real property records of Cimarron County, Oklahoma, setting forth a legal description of such tract of land of the Property to be released and declaring the Lease terminated as to such tract of land. For the avoidance of doubt, notwithstanding anything contained herein to the contrary, no amendment of this Lease shall be required to effect a complete or partial release under this Section 10.1. This right of voluntary termination shall continue as to each tract of the Property, regardless of the Phase in which such tract is located and regardless of whether any other portion of the Property has entered the Production Period, and shall terminate the end of the fourteenth ($14^{th}$) year following the Effective Date of this Lease.

### 10.2 Partial Release of Leased Acreage

In the event Lessee releases less than the entire acreage described on Exhibit A pursuant to Section 10.1, the Lessee shall be able to release tracts as follows: Exhibit A defines the lease acreage as specific tracts. For any specific Exhibit A identified tract that is less than one hundred, sixty (160) acres in size, if acreage in that tract is to be released, the entire tract shall be released. No tract that is smaller than one hundred, sixty-acres shall be eligible for a partial release of such tract. A partial release of an

identified tract on Exhibit A shall only be allowed if the tract is equal to or larger than one hundred, sixty (160 acres). If such tract is being partially released, the boundary line for acreage being released may only be located on and along the north-south half section line, or the east-west half section line, unless otherwise mutually agreed in writing by the Parties. If all or any portion of this Lease terminates pursuant to the voluntary termination provisions of this Section, Lessee shall record the release of the tract or tracts of land released from this Lease in the public records of Cimarron County, Oklahoma and notify CLO within thirty (30) days after the date of such termination and provide to CLO a copy of such recorded release. Upon such notice and execution and recording of such release by Lessee, the Lease shall be terminated as to the tract of land so described and no further, future rights or obligations shall accrue thereafter between CLO and Lessee under this Lease with respect to any of such released tract or related land. Thereafter, the term "Property" when used in this Lease shall be deemed to exclude reference to any such released tract or land so described. The requirements of this Section 10.2 shall govern all releases of Property under this Lease, and each Phase shall be described in a manner that permits release of the tracts comprising each such Phase in accordance with this Section.

### 10.3 Reserved

### 10.4 Unauthorized Holdover

If Lessee holds over and continues in possession of any of the Property after: (i) expiration or earlier termination of this Lease; and (ii) the period of time allowed for removal of Lessee's Improvements during the Restoration Period, then Lessee will be deemed to be occupying the Property on the basis of a month-to-month unauthorized holdover and shall remain subject to all of the terms and conditions of this Lease until such unauthorized holdover ends. Lessee shall be subject to a Holdover Fee equal to 125% of the Production Period rental due for the last year of the Production Period applicable to the Phase in which the Property subject to such holdover is located, to include any authorized and approved extension of the Production Period per Section 3.5 of this Lease. Such annual Production Period rental shall be adjusted to a monthly rate by dividing such rental rate by twelve (12). The 125% Holdover Fee shall be assessed monthly and shall apply for any month or part of a month that the unauthorized holdover continues. The monthly fee shall not be pro-rated if the holdover is for only part of a month. In addition, the CLO may pursue any other damages or remedies as may be available at law or in equity. The Lessee further acknowledges that acceptance of any consideration set forth within this Section or anywhere else in this Lease shall not be deemed to be consent by the CLO of the unauthorized holdover, and the CLO does not waive any rights or remedies available to it at law or in equity.

## 10.5 CLO Remedies; Termination

### 10.5.1 Notice, Cure and Remedies

If an Event of Default occurs, both the CLO and Lessee shall have all remedies available at law and equity, and in addition shall have the remedies set forth below, provided, however, as a condition precedent to exercising any remedies, the Party claiming the occurrence of an Event of Default shall give written notice to the other Party of the Event of Default. In the case of Lessee's failure to pay when due any damages, rentals, rent, real property taxes, insurance premiums or other monetary obligation of Lessee under this Lease (a "Monetary Event of Default"), Lessee shall have a period of thirty (30) days from the date of such notice to cure such Monetary Event of Default. In the case of any other Event of Default (a "Non-Monetary Event of Default"), the Party receiving such notice, whether the CLO or Lessee, shall then have a period of ninety (90) days from the date of such notice to cure such Non-Monetary Event of Default, or to commence curing such Event of Default to the other Party's reasonable satisfaction, if the time required to cure would reasonably exceed such ninety (90) day period. If the Event of Default is cured within the applicable cure period, then no remedy shall be sought. After three (3) Monetary Events of Default in a calendar year, in addition to all other sums due under this Lease, Lessee shall pay to the CLO an administrative fee in consideration for the time and expense of responding to such Monetary Event of Default equal to ten percent (10%) of each of the next three (3) rental payments due under this Lease due and payable with each such rental payment.

### 10.5.2 Forfeiture of the Lease

If in any calendar year Lessee has (3) three events of Monetary Events of Default and fails to cure after the third Monetary Event of Default, or (b) Lessee has (3) three events of Non-Monetary Events of Default and fails to cure after the third Non-Monetary Event of Default, within the time periods as provided for in the foregoing paragraph, subject, if applicable, to additional time to cure as may be required by the provision pertaining to Lenders set forth below in Article XIII, then this Lease shall terminate upon written notice to Lessee, and Lessee shall have no further rights or obligations under this Lease, except the right and obligation to remove all Improvements located on the Property and complete Restoration. Notwithstanding anything in this Section 10.5 or elsewhere in this Lease to the contrary, in no event may this Lease be terminated based on an Event of Default unless the notice and opportunity to cure provisions of this Section 10.5 are met with respect to such Event of Default in accord with this Lease.

References herein to a default or an Event of Default shall mean a material breach of any agreement in, or failure to comply with any covenant or condition of, this Lease.

### 10.6 Return of Data

Upon the expiration of the Term of this Lease, Lessee shall promptly provide the CLO with the following wind data pertaining to the Property: monthly average recorded wind speeds and reports of the annual power produced. Such wind data shall be provided in written or electronic form, should such data have been collected on the Property. Lessee makes no representation as to accuracy or completeness of such of data and CLO takes such data "as is", "where is".

## SECTION XI | NOTICES

All notices and other communications to the Parties must be in writing and be provided by (a) certified mail (return receipt requested), (b) hand-delivery, or (c) an overnight courier service which keeps records of deliveries below, or to such other addresses as the Parties may, by such notice, specify from time to time:

To Lessee: _____

_____

_____

with copy to:

To CLO:

Hand Delivery Address
Commissioners of the Land Office
204 North Robinson, Suite 900
Oklahoma City, OK 73102

Mail Address
Commissioners of the Land Office
P.O. Box 248896
Oklahoma City, OK 73124-8896
Attn: Secretary

With a copy to:

Commissioners of the Land Office
P.O. Box 248896
Oklahoma City, OK 73124
Attn: Commercial Real Estate Division

Any notice shall be effective and deemed received:

(a) In the case of hand-delivery, whether made by the Party giving such notice, its agent or by use of a nationally recognized overnight courier delivery service, when actually delivered, with delivery evidenced by written receipt from the recipient or recipient's agent; or

(b) If delivered by certified mail through deposit with the United States Postal Service with first-class postage prepaid, return receipt requested, the date of receipt as evidenced by the recipient's, or recipient's agent's, execution of the return receipt; or

(c) In any case in which a recipient refuses delivery of a notice or refuses to provide a written receipt of such notice, when actually delivered or when attempted to be delivered, as evidenced by a written statement of the Party, agent or service attempting delivery.

### 11.1 Payments

All payments must include the invoice and reference a Lease, Phase, contract number, and any other information requested by the CLO for identification purposes. Please send payments to the CLO lockbox at the following address:

Commissioners of the Land Office
Lockbox Account
P.O. Box 248896
Oklahoma City, Oklahoma 73124-8896

Payments can also be made via wire transfer or other electronic payment methods via mutual agreement of the Parties.

### 11.2 Point of Contact Information

Promptly following the execution of this Lease, the Parties agree to provide in writing a current contact name, phone number and email address for the other party to contact for questions concerning this Lease. If the contact individual changes for either Party, such Party shall notify the party in writing no later than fifteen (15) days after a new point of contact has been assigned.

## SECTION XII | ASSIGNMENT - SUCCESSORS AND ASSIGNS

### 12.1 Assignment

12.1.1 Lessee may assign its rights and obligations under this Lease at any time after the Effective Date, only upon the written consent of the CLO, which consent shall not be unreasonably withheld, conditioned or delayed.

12.1.2 Notwithstanding Section 12.1.1. above, Lessee may assign this Lease without the consent of CLO to an assignee described below, but Lessee shall provide the CLO with notice and a copy of the recorded assignment in accordance with Section 12.4 for each such assignment:

(i) an assignee which is a parent, subsidiary or affiliate of Lessee; or

(ii) an assignee that meets the following criteria:

a. the assignee has Relevant Renewable Energy Experience or has contracted with a third-party operator to operate the Wind Project that has Relevant Renewable Energy Experience;

b. the assignee acquires all or substantially all of Lessee's assets related to the Wind Project for the applicable assignment of Lease; and

c. neither the assignee nor any of its affiliates (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); or (iii) is engaged in activities prohibited in the Orders.

For purposes of this Section, "affiliate" means any person or entity that directly or indirectly controls, is controlled by, or is under common control with, the Lessee and any partner, member, shareholder, manager, officer or director of the Lessee or person or entity performing a similar function for the Lessee. As used in this Section 12.1.2, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise. In addition, for purposes of this Section 12.1.2, the term "Relevant Renewable Energy Experience" means an entity that has experience developing, managing, owning or operating solar or wind projects exceeding in the aggregate One Hundred Fifty (150) megawatts of generation and such entity is managed, controlled, operated or affiliated with one or more individuals or parent entities that are members of an organization, association or coalition for renewable energy (such as the American Wind Energy Association, the Wind Coalition, the World Wind Energy Association, American Council on Renewable Energy, the Oklahoma Renewable Energy Council or any successor thereof).

12.1.3 No such assignment shall relieve Lessee of its obligations under this Lease unless Lessee assigns its entire interest under this Lease, in which event Lessee shall have no continuing liability.

### 12.2 Conditions and Limitations

Except as otherwise provided in this Lease, the obligations, terms and conditions of this Lease will inure to the benefit of and be binding upon the respective successors and assigns of the Parties.

Nothing in this Lease shall require either Party to amend this Lease for any reason and each Party reserves the right to determine the extent of its actions at the time an amendment is requested. Any instrument that merely confirms, documents, or effectuates a right, election, milestone, or event already provided for in this Lease (including, but not limited to, any confirmation of a milestone date, exercise of an extension option, Plan of Development phase designation, any release or partial release of Property under Section 10, administrative update, or conforming memorandum) shall not require an amendment of this Lease.

If either Party discovers through title examination, survey, or otherwise any error or omission in the legal description on Exhibit A, Lessee may deliver to CLO a corrected Exhibit A, provided the correction only fixes a scrivener's or descriptive error and does not add land, materially change the acreage, or change the consideration. A correction meeting these conditions shall not constitute an amendment of this Lease.

With respect to any provision of this Lease imposing an obligation or requirement on any of the CLO's lessees or tenants, including without limitation its Ag/Rec lessees or mineral lessees, the CLO shall direct such lessee in writing to comply with such obligation or requirement.

### 12.3 Continuation of Lease

If an assignee or Lender (defined Section 13.5) assumes the Leasehold estate whether by assignment or by order of a court of competent jurisdiction in Oklahoma, the Lease shall continue in full force and effect.

### 12.4 Copy of Assignment to CLO

Lessee and Assignee shall send a copy of the fully executed recorded assignment between the Assignor and Assignee to CLO at the address provided in this Lease.

### 12.5 Special Obligations of Lessee

Lessee shall regularly clean up any litter or refuse deposited on the Property by Lessee.

Lessee shall prohibit its employees from hunting, possession of any alcohol or driving at excessive speeds on the Property.

## SECTION XIII | LESSEE - ENCUMBER, SELL, OR ALIENATE ITS LEASEHOLD ESTATE

### 13.1 Lessee's Mortgages

Notwithstanding any provision to the contrary herein, Lessee and its sub-lessees have the right to encumber, 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 and/or in any Improvements to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "Mortgage") without CLO's consent, provided all rights of each Lender will be subject to the terms of this Lease.

### 13.2 Notices of Default

CLO, upon providing to Lessee any notice of default pursuant to or in connection with the Lease, will, contemporaneously with such delivery, also provide a copy of such notice of default to Lender at the address provided by the Lender or Lessee, but only if such address has been provided to the CLO in writing.

### 13.3 Encumbrance of CLO Property Not Permitted

Lessee agrees that as a matter of law, other than this Leasehold interest, Lessee cannot and shall not encumber CLO's interest in the Property. This provision is binding on Lessee's successors and assigns to this Lease and Leasehold estate.

### 13.4 No Waiver

Nothing contained in this Section shall be deemed to waive or impair any right or remedy CLO may have upon default by Lessee under this Lease, provided that CLO provides copies of notices of default to Lender in accordance with Section 13.2 and gives Lender an opportunity to cure each Lessee default in accordance with Section 13.7 of this Lease.

### 13.5 Lender or Lender - Defined - Notice of Mortgage to CLO

As used in this Lease, the term "Lender" means any person, entity or governmental authority that from time to time provides secured financing or extends secured credit for some or all of Lessee's Wind Project, the Improvements, or Lessee's operations under this Lease, collectively with any security or collateral agent, indenture trustee, loan trustee, Lender or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, including without limitation pursuant to a foreclosure sale, assignment in lieu of foreclosure, or otherwise, of the initial or original Lender. Following the execution of any Mortgage by Lessee, Lessee shall give notice of the Mortgage, the Lender's name, address and contact information to CLO.

13.5.1 Failure to Give Notice to CLO

i. Failure to give notice of the Mortgage is not grounds for default or termination of the Lease.

ii. Failure to give notice shall, however, result in not binding CLO to any terms of the Lessee's agreement with the Lender and CLO shall not have any obligation to provide notices of default under Section 13.2 or an opportunity for the Lender to cure a default under this Lease until CLO has received notice of the Mortgage.

### 13.6 Lender's Request for Assurances from CLO - No Privity of Contract Between Lender or Third Parties and CLO

The parties agree that there is no privity of contract between the CLO and the Lessee's Lender with respect to the Lease until such time as the Lender assumes the Lease with all its terms and provisions, whether by assignment or by order of a court of competent jurisdiction.

### 13.7 Lender Opportunity to Cure; Assumption of Lease

Lender shall have the opportunity to cure each Lessee default. All cure periods provided to Lessee or assignee for a default under this Lease shall be extended for a Lender: (a) by Thirty (30) days if the default is a failure to pay money when due under this Lease; or (b) by Ninety (90) days in the event of any other default, or such longer period as is reasonably required for Lender to obtain possession of the Property (including by instituting foreclosure proceedings), provided Lender acts with reasonable and continuous diligence. The CLO shall accept performance or payment by the Lender of any Lease term, including payments to be made, with the same force and effect as though performed or paid by Lessee. Following any acquisition of Lessee's interest in this Lease by the Lender or its assignee or designee as a result of foreclosure or assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force and effect.

If this Lease terminates as a result of any default, foreclosure or assignment in lieu of foreclosure, or bankruptcy, insolvency or appointment of a receiver in bankruptcy, the CLO shall give notice of such termination to the Lender. The CLO shall, upon written request of Lender that is made within ninety (90) days of the date of notice of termination to Lender, renew and reconstitute this Lease and allow Lender, or its designee, to assume this Lease and all of the obligations of Lessee within thirty (30) days after the receipt of such request. Such renewal and reconstitution of this Lease assumed by Lender, or its designee, shall be effective retroactive to the date of original termination of the Lease and shall be upon the same terms, covenants and conditions as contained in this Lease. Upon the execution of any such assumption of this Lease,

the Lender shall (a) pay the CLO any amounts which are due from Lessee, and (b) perform all other obligations of Lessee hereunder. The provisions of this Section 13.7 shall survive termination of this Lease and shall continue in effect thereafter to the date of execution and delivery of an assumption of this Lease in accordance with the provisions of this Section 13.7.

### 13.8 Lender Lease Amendments

No amendment, supplement or mutual termination of the Lease or any provision thereof shall be effective unless the same shall be in writing, signed by CLO and Lessee and consented to in writing by Lender, which consent shall not be unreasonably withheld.

### 13.9 Permission to Enter

Lender will notify the CLO before it enters the Property to take actions as may be necessary to cure Lessee defaults under this Lease.

### 13.10 Verification Letter

CLO upon the request of the Lessee, Lender or Lender's assignee or designee, agree to complete, execute and provide within Thirty (30) days of receipt of such request, a verification letter addressed to the Lessee in substantially the form attached hereto as Exhibit C. CLO shall execute such additional documents such as non-Disturbance and attornment agreements as are customarily and reasonably required by Lender during the funding or repayment period of the loans to Lessee to construct, operate, maintain, repair, replace or refinance the Wind Project.

## SECTION XIV | RELEASE OF PROPERTY AFTER CONSTRUCTION

### 14.1 Leasehold Areas

When releasing tracts in accordance with Section 10.2 of this Lease, no tract can be released if it falls within the following Leasehold areas.

i. The wind turbine area consisting of the area that is two (2) times the turbine height radius measured from the center of the tower of each wind turbine which, subject to the reservations in this Lease, shall be exclusive to Lessee, and the CLO, its lessees or invitees, shall not have the right to use the land within such radius area for any purposes except for the growing of crops or grazing of livestock, and mineral lessee drilling exploration (subject to Section 6.2); and

ii. Permanent meteorological tower areas, if installed on the Property, consisting of the area that is a radius two (2) times the tower height

measured from the center of the tower of each permanent meteorological tower; and

iii. Building areas, if installed on the Property, consisting of an approximate One Hundred (100) foot border around the fenced perimeter of such building; and

iv. any portion of the area (defined herein as the "wind flow zone") extending one thousand five hundred (1,500) feet in all directions from the center of the base of the tower of each wind turbine (collectively, Section 14.1 i. through iv., the "Retained Leasehold Areas").

v. Thirty-Six (36) foot wide non-exclusive road right of way for roads, plus seven (7) feet on either side of each such road (plus the temporary width described in Section B.1.9 of Exhibit B); and

vi. Above ground Transmission Facilities for lines of 40kV or less are granted a fifty (50) foot wide (except where guy wires are installed at turning structures, which may be up to one hundred (100) feet wide) non-exclusive easement and the right to install, maintain, repair, replace, relocate, remove and operate the Transmission Facilities; and

vii. Underground wires and cables comprising the Improvements used for gathering and collection, transmission, and/or telecommunications are granted non-exclusive easements of twenty (20) foot wide for each such wire and cable, and which shall be buried and maintained at a depth greater than or equal to thirty-six (36) inches below the surface of the Property.

**14.2 Reserved**

**14.3 Reserved**

## SECTION XV | INSURANCE

Lessee shall obtain and maintain at all times and throughout the Lease Term including the periods of removal of Improvements and Restoration:

(a) commercial general liability insurance providing personal injury and property damage liability coverage with respect to the Wind Project, the Property and Lessee's operations conducted on the Property, including endorsement for contractual assumed liability, with a combined single limit of not less than One Million Dollars ($1,000,000.00) for personal injury and property damage per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate, and

(b) worker's compensation insurance covering all employees engaged in operations on the Property in compliance with the laws of the State of Oklahoma and employer's liability insurance of not less than Five Hundred Thousand Dollars ($500,000.00) for injuries to or death of any one employee and One Million Dollars ($1,000,000.00) for injuries to or death of more than one employee resulting from any one accident or such other limit required by law, and

(c) automobile public liability and property damage insurance in connection with the Wind Project and all operations conducted under this Lease (including coverage on owned and non-owned automotive equipment) with bodily injury or death limit of not less than One Million Dollars ($1,000,000.00) for injuries to or death of any person resulting from any one accident, and not less than One Million Dollars ($1,000,000.00) from injuries to or death of more than one person resulting from any one accident, and property damage limit of not less than One Million Dollars ($1,000,000.00) per accident, and

(d) excess umbrella insurance coverage in the amount of at least Five Million Dollars ($5,000,000.00). On or before Commencement of Construction of Improvements on the Property (other than meteorological stations and initial Improvements related to the initial assessment of the Wind Resources of the Property during the Development Period),

(e) Lessee shall obtain and maintain throughout the Lease Term including the periods of removal of Improvements and Restoration all-risk commercial property insurance (which may be provided under a blanket policy for the Wind Project) in such amounts as Lessee, in its sole discretion, deems reasonable. For the avoidance of doubt, Lessee is not required to maintain coverage for the full replacement cost of the Improvements, and such insurance may be subject to loss limits and sublimits as determined by Lessee in its sole discretion.

Lessee shall deliver to the CLO certificates of all insurance required by this Lease and evidence of all such endorsement(s) on the date of renewal of each such policy. If the CLO fails to object to the insurance carrier named in such certificates within thirty (30) days of receipt of such certificates from Lessee, then the CLO shall be deemed to have accepted the insurance carrier.

## SECTION XVI | OTHER

### 16.1 Notification of Legal Proceedings.

Lessee shall provide written notice to the CLO of any lawsuit or litigation filed against Lessee related to the Lessee's activities on the Property related to the Wind Energy Purposes within a reasonable period of time following filing of any lawsuit or litigation.

### 16.2 Ownership of Wind Power Facilities; Condemnation; Eminent Domain

Other than as set forth herein, the CLO shall have no ownership or other interest in any Wind Power Facilities and/or Improvements installed on the Property or any environmental attributes produced therefrom, including without limitation any and all credits, benefits, emissions reductions, offsets and allowances of any kind, howsoever entitled, attributable to the Wind Power Facilities or the electric energy, capacity or other generator-based products produced therefrom. In the event of a taking by eminent domain, partial or otherwise, or a granting in lieu of condemnation, the award shall be apportioned between the CLO and Lessee as awarded by the court or by agreement of the Parties respective of the value of the land and Improvements and such award shall be paid in accordance with the order of the court. The CLO and Lessee will each have the right at their respective expense to participate in any proceeding seeking to take all or a portion of the Property or the Improvements and in any appeals which might be taken. If the taking is substantial enough to materially affect the economic viability of Lessee's operations, then this Lease may be terminated by Lessee upon written notice to CLO.

### 16.3 Confidentiality – Oklahoma Open Record Act

Lessee acknowledges the CLO is subject to the Open Records Act of Oklahoma, 51 O.S. §§ 24A.1 – 24A.29 requiring that all information and data provided or received by the CLO is subject to public disclosure unless such information is privileged or otherwise exempt from disclosure. Upon receiving any request for disclosure of Lessee's specific information or data, the CLO shall promptly notify Lessee and provide a copy of the request. The CLO shall, to the extent permitted by law, withhold disclosure for five (5) business days after such notice to allow Lessee to seek a protective order or injunction and shall continue to withhold disclosure while Lessee diligently pursues such relief provided a court has ordered such withholding of disclosure. If Lessee fails to seek such relief within the five (5) business day period, the CLO may disclose the requested information as required by law. This requirement to provide notice to Lessee shall not apply to requests for information that are not specific to the Lessee or this specific Lease but may include Lessee or Lease information. Examples of this include, but are not limited to, request for all leases that meet certain criteria, of which this Lease falls within that criteria; request for all revenues that meet certain criteria, of which the revenue from this Lease falls within that criteria; etc.

### 16.4 Force Majeure; Waiver

Notwithstanding the following statement, the Lessee shall, at all times under this Lease whether producing or not due to any action or Force Majeure, be responsible for paying to the CLO the amounts set forth in Exhibit B attached hereto and as otherwise set forth herein. If performance of this Lease or of any obligation hereunder

is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, with the exception of payments per Exhibit B, 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 its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, tornado, flood or other casualty or accident; war, civil strife, protests or other violence, terrorism, or any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility. The failure of a Party to insist on the strict performance of any provision of this Lease or to exercise any right, energy, or remedy upon a breach of any provision of this Lease will not constitute a waiver of any provision of this Lease or limit the Party's right to enforce any provision or exercise any right in the future.

### 16.5 Modification

No modification of this Lease shall be valid unless made in writing and executed by the Parties.

### 16.6 No Merger

CLO's title to the Property and the Leasehold estate created by this Lease shall not merge but shall remain separate and distinct. Further, there shall be no merger of this Lease, or of the Leasehold estate or other interests created by this Lease, with the fee estate in the Property by reason of the fact that this Lease or any such interests may be held, directly or indirectly, by or for the account of any party or parties who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all parties at the time having an interest in the fee estate in the Property, and all parties (including Lenders) having an interest in or under this Lease and any portion of the fee estate shall join in a written instrument effecting such merger and shall duly record the same.

### 16.7 Reserved

### 16.8 Governing Law

This Lease will be construed and interpreted in accordance with the laws of the State of Oklahoma, without giving effect to principles of conflicts of law. Lessee further agrees to the exclusive personal jurisdiction of the State District Courts of Oklahoma, and further, that all claims, disputes or litigation arising from or related to this Lease or the Property, or both, will be conducted exclusively in the State District Court of Oklahoma County, Oklahoma, CLO's official business residence with all other venues waived by Lessee.

### 16.9 Counterparts

This Lease may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

### 16.10 Recording

At Lessee's request, the CLO and Lessee will execute a memorandum of this Lease in form and substance satisfactory to both CLO and Lessee, and Lessee shall, at its expense, record such memorandum in the records of the Cimarron County Clerk and return to CLO a file-stamped copy. CLO being a records office shall also record the lease in-house. The Lease itself shall not be recorded in the records of the County Clerk.

### 16.11 Inspection

The CLO, acting through its duly authorized agent or representative, shall have the right to enter upon and inspect the Property at any and all reasonable times upon prior written notice to Lessee during the Term of this Lease. Should the CLO wish to access and inspect the Lessee's Improvements or personal property located upon the Property, it shall provide Ten (10) days' advance written notice to Lessee and abide by all reasonable safety rules and regulations pertaining to such Improvements upon the Property. In the event of an emergency, the CLO or its designee shall have the right to enter and assess the emergency without written notice. A good faith effort shall be made to contact the Lessee if possible.

### 16.12 Applicable Regulations and Law

This Lease shall be subject to the laws of the State of Oklahoma and the rules and regulations of the Commissioners of the Land Office now or hereafter in force relative to such leases, all of which are made a part and condition of this Lease.

### 16.13 Fair Dealing

Lessee covenants and warrants to the best of Lessee's knowledge that the only persons and entities interested in this Lease are named and no others have any interest in this Lease at this time; this Lease is entered into by Lessee without collusion on its part with any other person, without fraud, and in good faith. Lessee further covenants and warrants to the best of Lessee's knowledge that no gratuities (in the form of cash, entertainment, gifts or otherwise) were, or during the Term of this Lease, will be, offered or given by Lessee; or any agent or representative of Lessee, to any officer, employee or agent of the CLO with a view toward securing this Lease or securing favorable treatment with respect to the performance of this Lease. Lessee

agrees to execute the non-collusion certificate attached hereto as Exhibit D contemporaneously with the execution of this Lease.

### 16.14 Conflict of Interest

Lessee covenants and agrees, upon the signing of this Lease, or within thirty (30) days after the acquisition of any interest herein or in Lessee by any CLO Related Person (defined below) during the Term hereof, other than the purchase of public shares and/or debts of Lessee or Lessee's affiliates, if applicable, to provide notice to the CLO of acquisition. Upon knowledge by Lessee, Lessee will disclose in writing to CLO whether any CLO commissioner, CLO board member, CLO officer or employee of CLO has any known direct, indirect, legal or beneficial interest in Lessee or in any contract or Lease between CLO or Lessee, or in any franchise, concession, right or privilege of any nature or otherwise granted by CLO to Lessee (each, a "CLO Related Person").

### 16.15 Non-waiver of Governmental Immunity

Nothing contained in this Lease shall operate or be construed as a limitation or waiver of any of the protections, privileges, or immunity provided under the Oklahoma Governmental Tort Claims Act — (GTCA), 51 O.S. §151, *et seq*.

### 16.16 Lessee's Tax Obligations

Lessee, its sub-lessees or assignees, shall pay all taxes and assessments upon any Improvements and structures owned by Lessee, sub-lessees or assigns, respectively, subject to Lessee's right to contest the legal validity or amount of any taxes for which Lessee is responsible under this Lease. Lessee agrees that no deduction shall be made from the CLO's royalties, payments, and rentals due hereunder for the payment of any such Lessee tax obligation(s).

### 16.17 Time of the Essence; Days

Time is of the essence with respect to this Lease. Unless "business day" is specified herein (which shall mean any day which is not a Saturday, Sunday or state of Oklahoma or federal holiday), the word "day" shall mean calendar day.

### 16.18 Entire Lease

This Lease, including any attached exhibits or referenced herein, contains the entire and final understanding of the Parties and supersedes all prior leases and understandings between the Parties related to the subject matter of this Lease.

### 16.19 Severability

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality,

or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Lease.

### 16.20 Compliance with Federal and State Laws

The Lessee further agrees to comply with all applicable federal, state, and local laws and regulations and may not assert any claims against the CLO or its commissioners, directors, employees, agents, lessees, or sub-lessees for any violation of the foregoing.

### 16.21 Exclusivity

During the Term of this Lease and concerning this Property, the CLO will not sell, contract to sell, assign, negotiate with another wind farm developer, or otherwise transfer or encumber the Property or any part thereof or interest therein, unless it is transferred or encumbered subject to Lessee's rights under this Lease. In no event will the CLO, during the Term of this Lease, grant a license, lease, option, or other rights to the Property, or any part thereof, to any other utility or entity seeking, directly or indirectly, to develop the Property, or any part thereof, for wind energy conversion, or to negotiate with any other party with respect to such rights, nor permit any third party to undertake activities on the Property to evaluate the Wind Resources of the Property, or any part thereof.

### 16.22 Sales Contracts/Audit Clause

Within Thirty (30) days after entering into contracts for the conveyance of electricity or by-products thereof, the Lessee shall furnish the CLO with notice of such contract(s) along with the contracting parties' names, contact information and notice of all subsequent amendments of and/or assignments to contract(s). Subject to confidentiality requirements of third parties and the other terms of this Lease, Lessee agrees that its books, records, documents, working papers, accounting procedures and practices, and all other documents, items and other property relevant to Lessee's payment obligations under this Lease are subject to examination by the CLO and the Oklahoma State Auditor and Inspector upon prior written request and during normal business hours and at the CLO's sole cost and expense; provided, however, that (a) all such documents and items may be redacted in part in Lessee's reasonable discretion, provided that Lessee shall not redact any information that is reasonably necessary in order for the CLO to calculate the payments made under this Lease, (b) such documents and items will be made available to the CLO, the Oklahoma State Auditor and Inspector at the operations and maintenance building for the Wind Project or another reasonable location in the State of Oklahoma at Lessee's election; and (c) such documents and items may not be copied or otherwise reproduced by such parties. Lessee shall maintain all records related to the execution and performance of this

Lease for the applicable statute of limitations period. Within Forty-Five (45) days after the end of each calendar year during the Production Period, as it may be extended pursuant to the Lease, subject to Section 16.3 herein, Lessee shall provide to the CLO: (i) a statement of: (A) Megawatt Capacity installed both (1) on the Property within each Phase, and (2) with respect to the Wind Project; and (B) a determination of the rent payments due for each Phase.

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**OFFICIAL EXECUTION AND APPROVAL | LESSEE**

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Lease as of the following date:

DATE:_____

LESSEE:_____

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENT

STATE OF OKLAHOMA )
) ss.
COUNTY OF OKLAHOMA )

The foregoing instrument was executed before me this ____ day of _____, ____, by _____on behalf of _____.

[Seal]

_____
Notary Public
Commission Number:_____

My Commission Expires:
_____

**OFFICIAL EXECUTION AND APPROVAL | LESSOR**

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Lease as of the following date:

DATE:_____

LESSOR: COMMISSIONERS OF THE LAND OFFICE
EX REL. STATE OF OKLAHOMA

_____
Governor J. Kevin Stitt
Chair of the Commissioners of the Land Office

ATTEST:

_____
John H. Fischer
Acting Secretary of the Commissioners of the Land Office

STATE OF OKLAHOMA )
) ss.
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this ____ day of _____, ____, by Governor J. Kevin Stitt, Chairman, and attested by John H. Fischer, Acting Secretary, on behalf of the Commissioners of the Land Office, ex rel. State of Oklahoma.

[Seal]

_____
Notary Public
Commission Number:_____

My Commission Expires:
_____

# EXHIBIT A | LEGAL DESCRIPTION OF THE PREMISES

| Tract | Sub-Tract | | All/Part of Lse | CLO Ag Lease | Section | Township (N) | Range (ECM) | Description | Acres | | Less ESMNT | Less STCL | Less LTCL | NET ACRES | Acreage Adjustment for... |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1** | **1** | | Part | 205433 | 13 | 5 | 2 | North Half (N/2), North Half of the Southeast Quarter (N/2 SE/4), Northeast Quarter of the Southwest Quarter (NE/4 SW/4), and Southeast Quarter of the Southeast Quarter (SE/4 SE/4) | 480.00 | | 0.00 | 0.00 | 0.00 | 480.00 | |
| **2** | **0** | | All | 205439 | 13 | 4 | 2 | All of | 640.00 | | 6.06 | 0.00 | 0.00 | 633.94 | Highway 325 (also known as N 0120 Rd) Easement |
| **3** | **0** | | All | 205447 | 13 | 6 | 2 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **4** | **0** | | All | 205453 | 13 | 5 | 3 | West Half (W/2), and East Half of the East Half (E/2 E/2) | 480.00 | | 0.00 | 0.00 | 0.00 | 480.00 | |
| **5** | **0** | | All | 205457 | 13 | 6 | 3 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **6** | **0** | | All | 205461 | 13 | 5 | 4 | East Half of the Southeast Quarter (E/2 SE/4), and Southwest Quarter of the Southeast Quarter (SW/4 SE/4) | 120.00 | | 0.00 | 0.00 | 0.00 | 120.00 | |
| **7** | **0** | | All | 205462 | 13 | 6 | 4 | North Half (N/2), Southwest Quarter (SW/4), and South Half of the Southeast Quarter (S/2 SE/4) | 560.00 | | 0.00 | 0.00 | 0.00 | 560.00 | |
| **8** | **0** | | All | 205466 | 13 | 5 | 5 | East Half (E/2), East Half of the West Half (E/2 W/2), Southwest Quarter of the Northwest | 560.00 | | 0.00 | 0.00 | 0.00 | 560.00 | |
| **9** | **0** | | All | 205470 | 13 | 6 | 5 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **10** | **0** | | All | 205474 | 13 | 5 | 6 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **11** | **0** | | All | 205478 | 13 | 6 | 6 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **12** | **0** | | All | 205764 | 13 | 1 | 4 | All of | 640.00 | | 0.00 | 0.00 | 0.00 | 640.00 | |
| **13** | **0** | | All | 206083 | 13 | 3 | 3 | East Half (E/2) | 320.00 | | 0.00 | 0.00 | 0.00 | 320.00 | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | **TOTALS** | **7,000.00** | | **6.06** | **0.00** | **0.00** | **6,993.94** | |

## EXHIBIT B | CONSIDERATION

Any time the payment of funds is required hereunder, the Parties intend and agree same shall be in United States dollars. All capitalized terms set forth in this Exhibit "B" shall have the same meanings ascribed to them in the Lease hereinabove.

### B.1 Consideration during the Development Period and Construction Period.

B.1.1 Auction Payment

The minimum bid at auction set forth below, or such higher bid made by Lessee that is determined to be the highest bid at the conclusion of the auction. In addition, Lessee shall pay in addition to Rent, fees to the CLO to reimburse any related costs including but limited to: cost of lease appraisal/valuation, costs paid to third parties related to the creation or negotiating of the lease, auction notice publication costs, and those expenses pertaining to the provision of notice to existing surface lessees on the Property (collectively, the "Initial Payment"). This Initial Payment shall be made on the date of the auction as the first year's rent payment ("Lease Year 1"), and subsequent rent payments (See Section B.1.2) shall be made within Thirty (30) days after the yearly anniversary of the Effective Date unless other payment dates are indicated below. **The minimum bid at auction shall be sixty-nine thousand, nine hundred, and forty dollars ($69,940.00).**

B.1.2 Development Period and Construction Period Payments.

B.1.2.1 Development Period Payments. Development Period payments shall be paid only on the acreage of tracts that remain in the Development Period as of the applicable Anniversary Date.

| | |
|---|---|
| Lease Year 2 | Ten dollars ($10.00) per acre |
| Lease Year 3 | Ten dollars ($10.00) per acre |
| Lease Year 4 | Ten dollars ($10.00) per acre |
| Lease Year 5 | Ten dollars ($10.00) per acre |
| Lease Year 6<br>(Extension, per Section 3.1) | Fifteen dollars ($15.00) per acre |
| Lease Year 7<br>(Extension, per Section 3.1) | Fifteen dollars ($15.00) per acre |

B.1.2.2 Construction Period Payments. Construction Period payments shall be paid separately for each Phase, on the acreage of the

tracts comprising such Phase, based on the Construction Period Year for such Phase.

| | |
|---|---|
| Construction Phase Year 1 | Forty dollars ($40.00) per acre |
| Construction Phase Year 2 | Forty dollars ($40.00) per acre |
| Construction Phase Year 3 | Fifty dollars ($50.00) per acre |
| Construction Phase Year 4 | Sixty dollars ($60.00) per acre |

B.1.3 Time Periods Defined

Each twelve (12) month period commencing on the Effective Date or any anniversary thereof shall be a Lease Year. The first day of the Lease Year shall constitute the anniversary date ("Anniversary Date").

Each twelve (12) month period commencing on the Construction Period start date for a Phase or any anniversary thereof shall be a Construction Period Year for such Phase. The first day of the Construction Period Year shall constitute the anniversary date ("Construction Period Anniversary Date").

Each twelve (12) month period commencing on the Production Period for a Phase start date or any anniversary thereof shall be a Production Period Year for such Phase. The first day of the Production Period Year shall constitute the anniversary date ("Production Period Anniversary Date").

The Effective Date, Construction Period start date, and Production Period start date shall be the dates so identified on this Lease. The Effective date shall be the date this Lease is approved and signed by the CLO if that date is the first day of a calendar month. If that date is not the first day of a calendar month, the Effective Date shall be the first day of the calendar month following the date the Lease is approved and signed by the CLO. The Construction Period start date and Production Period start date shall be the dates each period commences per this Lease if that date is the first day of a calendar month. If either date is not the first day of a calendar month, each period's start date shall be the first day of the calendar month following the each period's start date as defined by this Lease.

A Calendar Quarter shall be defined as three months of a calendar year. Regardless of the Effective Date of the Lease or the start date of the Construction Period or the Production Period: the combined months of January, February and March shall be a Calendar Quarter; the combined months of April, May and June shall be a Calendar Quarter; the combined months of July, August and September shall be a Calendar Quarter; and the combined months of October, November and December shall be a Calendar Quarter.

For purposes of this Lease, unless otherwise specified herein, all payments due to the CLO shall be due within Thirty (30) days of each Anniversary Date.

B.1.4 Wind Turbine Completion Payment.

For installation of newly completed wind turbines on the Property as set forth in the Plan of Development, Lessee shall pay the CLO a one-time payment of a sum equal to the product of six thousand dollars ($6,000.00) for each wind turbine installed on the Property by Lessee. All payments under this subsection B.1.4 shall constitute payments for all surface damages resulting from the installation of wind turbines on the Property, and such payments shall be made within Thirty (30) days after the date of the beginning of the Production Period for the Phase in which such wind turbine is located. Damages for location of each WTG Pad requiring more than four (4) acres shall include payment for the additional acreage used at the rate of one thousand dollars ($1,000.00) per acre and any fraction of an acre for the additional acreage used, rounded to the nearest one-tenth (1/10) of an acre. "Megawatt Capacity" for purposes of this Lease shall mean the design or rated nameplate capacity (as determined by the manufacturer of each of the wind turbines), stated in megawatts of any turbines installed on the Property.

B.1.5 Meteorological Tower Fee.

A one-time fee of five thousand, five hundred dollars ($5,500.00) within Sixty (60) days of completion of construction for each permanent meteorological tower placed on the Property.

B.1.6 Transmission Facility Fee.

If Lessee uses any portion of the Property for any substation, interconnection facility, switching facility, or other similar transmission facility, Lessee will pay to CLO a one-time fee of ten thousand dollars ($10,000.00) per acre for up to fifty (50) acres of the Property within sixty (60) days after the completion of construction of such facility.

B.1.7 Transmission Facilities Fee and Underground Collection Fee.

There will be no fee for underground collection lines located on and associated with a Quarter Section (a "Quarter Section" as used in this Section B.1.7 meaning each quarter section comprising the Property) if one or more turbines are constructed on that Quarter Section. Underground collection lines shall be less than 40kV. If no turbines are constructed on a Quarter Section and construction of underground collection lines are required, Lessee will pay the CLO a one-time fee of one dollar and fifty cents ($1.50) per foot of underground line

installed to the extent that the underground lines do not run along the route of or under new roads constructed by Lessee or existing roads improved by Lessee. The computation of distance for the purpose of calculating payments for such lines shall be of the total distance of all lines added together. Lessee agrees to pay a one-time payment of five hundred dollars ($500.00) for each junction box that it installs on the Property. No above ground collection lines will be installed on the Property, unless Lessee determines in its sole discretion that it is commercially or economically impractical or unreasonable to do so due to subsurface conditions, stream/river/wetland impacts, or other conditions, in which case Lessee shall have the right to place any such electric gathering or collection lines aboveground. In any such case, references in this Lease to buried or underground electric gathering or collection lines shall mean instead the aboveground electric gathering or collection lines installed or constructed in their place.

If Lessee seeks to install any overhead power lines on a Quarter Section in connection with the transmission of electricity generated by the Wind Project, which is greater than 40kV, Lessee agrees to follow CLO's easement process to obtain an easement.

B.1.8 Operations or Maintenance Building Fee

If Lessee uses any portion of the Property for an operations and/or maintenance building or control building whose required total land use required shall not exceed 5 acres, Lessee will pay to CLO a one-time fee of seventeen thousand five hundred dollars ($17,500.00) for each operations and/or maintenance building or control building installed on the Property within sixty (60) days after the completion of construction of such facility.

B.1.9 Road Fee

In the event it is necessary for Lessee to construct new roads on the Property in connection with the transmission of electricity generated on the Property or to access any of the Wind Power Facilities, Lessee agrees to pay CLO a one-time fee of two dollars and seventy-five cents ($2.75) per linear foot for thirty-six (36) foot exclusive easements for use of newly constructed roads by Lessee (with a temporary width of 50 feet during construction or subsequent maintenance and repair activities on the Improvements). Lessee shall coordinate with existing CLO agricultural lessees during construction of any new road, and thereafter, to provide as minimal impact as reasonably and commercially possible to agricultural use and access to an existing agricultural lease. Lessee agrees to pay CLO a one-time fee of two dollars and seventy-five cents ($2.75) per linear foot for thirty-six (36) foot non-exclusive easements for use of existing

roads that are improved by Lessee (with a temporary width of 50 feet during construction or subsequent maintenance and repair activities on the Improvements). The computation of distance, for the purpose of calculating payments for new and improved roads, shall be of the total distance of all new and improved roads on the Property added together. Payments under this Section B.1.9 shall also constitute payment for the construction or installation of all underground electric gathering or collection lines and overhead power lines on the Property that run along the route of or under new roads constructed by Lessee or existing roads improved by Lessee on the Property, and any payments under this Section B.1.9 shall be without duplication of the payments for transmission lines under Section B.1.7.

B.1.10 Minimum Megawatt Installation

A material condition to the CLO's agreement to enter into this Lease is Lessee's agreement that if Lessee elects to construct wind turbines on the Property, that it will construct a minimum average of one (1) megawatt(s), based on Megawatt Capacity of each wind turbine to be constructed on the Property, for each individual quarter section of the Property, according to the U.S. grid system in Oklahoma comprising one hundred and sixty (160) acres of land (each, a "Quarter Section"), within thirty-six (36) months after the commencement of a Construction Phase that has entered the Production Period, determined on an aggregate basis across all such Phases (the "Megawatt Minimum"). If Lessee installs any turbines on a Quarter Section of the Property that have greater than one (1) megawatt(s) of Megawatt Capacity (the "Extra Megawatt Capacity"), then any such Extra Megawatt Capacity shall count towards the Megawatt Minimum in other Quarter Sections comprising the Property and, in any such case, the Megawatt Minimum for such other Quarter Sections shall not apply. In the event that Lessee fails to construct turbines representing the Megawatt Minimum within such period, Lessee agrees to pay the CLO the amounts set forth in Section B.2.1 below for any Megawatt Minimum not constructed as required above and as consideration for the continued Lease for the Term on the affected Property.

B.1.11 SODAR Unit Fee.

If Lessee installs a portable Sonic Detection and Ranging Unit ("SODAR Unit") on the Property, Lessee shall pay the CLO a one-time fee of two thousand dollars ($2,000.00) for each SODAR Unit installed on the Property. The fee for each SODAR Unit installed shall be paid within sixty (60) days after completion date of installation of each SODAR Unit. For the avoidance of doubt, no such SODAR Unit Fee shall be payable to CLO if any such SODAR Unit is installed on a wind turbine.

B.1.12 Surface Site Payments

Lessee agrees to pay the CLO for each excess soil stock piles as defined in Section 3.2.1 of the Lease a one-time payment of two thousand five hundred dollars ($2,500.00) per acre. The computation of acreage for the purpose of calculating surface damages for surface site payments shall be to the nearest whole number of acres and in the event of a fraction of an acre, the fraction shall be rounded up to the next highest tenth of an acre. Upon termination of the Lease, Lessee shall restore such surface sites as provided in Section 3.4 of the Lease.

B.1.13 Laydown Facilities.

If Lessee uses any portion of the Property as a laydown yard or maintenance yard during any portion of the Construction Period, for the duration of the period that Lessee uses such portion of the Property as a laydown yard or maintenance yard, Lessee will pay to CLO five hundred, fifty dollars ($550.00) per acre per year (the "Per Acre Laydown Rate") of that portion of the Property that Lessee uses as a laydown yard or maintenance yard ("Laydown Rent"). For the avoidance of doubt, the Laydown Rent will not apply to any laydown area or any maintenance yard that is only used with respect to a single WTG provided such area or yard is within the leasehold area described in Section 14.1 of this Lease.

B.1.14 Temporary Right of Way (TROW) Agreement.

Lessee agrees to pay a one-time payment of five thousand dollars ($5,000.00) per acre (prorated to the nearest one-tenth (1/10$^{th}$) of an acre) for areas used for additional temporary right of way during the Construction Period and Production Period if maintenance, replacement, upgrading, relocating, removing or repair of Improvements is required. If additional area outside the area reserved in this Lease is needed for the uses described in this Section B.1.14, the amount of additional consideration to be paid for such area shall be a one-time payment determined by (a) multiplying the average increase in the CPI (defined below), over the period of time between the Effective Date of this Lease and the date on which Lessee commences use of any such additional area, by (b) the one-time payment amount of five thousand dollars ($5,000.00) per acre set forth above.

The term "CPI" as used herein, shall mean the Consumer Price Index, All Urban Consumers (CPI-U), all items, not seasonally adjusted, 1982-1984 = 100, published by the United States Department of Labor, Bureau of Labor Statistics, or in the event of a change in the base period or index or other change in such index, a replacement base period or index to produce, as nearly as possible, the

adjustments contemplated by this Lease as reasonably selected by Lessee subject to reasonable approval by the CLO.

B.1.15 Avian Monitoring Units and Aircraft Detection Lighting System Units

Lessee shall have the right to install avian monitoring units (each, an "Avian Monitoring Unit") and aircraft detection lighting system units (each, an "Aircraft Detection Lighting System Unit") in the number determined by Lessee and at locations on the Property as selected by Lessee after consultation with the CLO. Each Avian Monitoring Unit shall be approximately twenty-five (25) feet in height and each Aircraft Detection Lighting System Unit shall be approximately one hundred (100) feet in height. Lessee shall pay the CLO a one-time payment in the amount of four thousand five hundred dollars ($4,500.00) following completion of each Avian Monitoring Unit or Aircraft Detection Lighting System Unit, for each tower installed and utilized by Lessee for an Avian Monitoring Unit or Aircraft Detection Lighting System Unit. During the Term, Lessee shall have the right to move any such Avian Monitoring Unit (and associated tower) to another location on the Property as selected by Lessee after consultation with the CLO, and Lessee shall pay CLO the fee established in this section, adjusted based on CPI as well as any Ag/Rec lessee pursuant to Section B.1.16 for moving and re-installing such Avian Monitoring Unit or Aircraft Detection Lighting System Unit (and associated tower) in the alternate location. For the avoidance of doubt, no such Avian Monitoring Units and Aircraft Detection Lighting System Units fee shall be payable to CLO if any such Avian Monitoring Unit and Aircraft Detection Lighting System Unit is installed on a wind turbine.

B.1.16 Surface Damage Payments to Ag/Rec lessees.

If there is an agricultural and/or recreational lessee(s) of the surface of the Property upon which any Wind Power Facilities are constructed or installed to whom surface improvements, crop damages, loss of use, or other damage should be paid or is claimed by such lessee(s) under applicable State of Oklahoma or local laws or regulations as a result of the construction or installation activities described in this Lease, then Lessee shall pay such lessee(s) directly for such damages as agreed to by the parties in a written agreement, or if no agreement, then in an amount as required under applicable law or by law.

B.1.17 Septic System Payment.

If Lessee installs a septic system on the Property, Lessee will pay to CLO a one-time fee of seven thousand five hundred dollars ($7,500.00) for each septic

system installed on the Property within sixty (60) days after the completion of construction of such facility.

B.1.18 Storage Container or Building Payment.

If Lessee installs a storage container or storage building (outside of a laydown yard) on the Property, Lessee will pay to CLO a one-time fee of fifteen thousand dollars ($15,000) for each storage container or storage building installed on the Property within sixty (60) days after the completion of construction of such facility.

**B.2 Consideration during the Production Period.**

B.2.1 Minimum Annual Rental Rate.

Beginning forty-five (45) days after each anniversary of the Production Commencement Date for each Phase and continuing annually thereafter Lessee shall pay the CLO a minimum rental amount (the "Minimum Annual Rental Rate") equal to six thousand dollars ($6,000) per nameplate rated Megawatt Capacity per year for the first year of the Production Period for such Phase with an annual escalation of two and a half percent (2.50%) beginning on the first anniversary of the Production Commencement Date for such Phase, and each subsequent anniversary thereafter until the Lease expires or is terminated, whichever is earlier. For the avoidance of doubt, the Minimum Annual Rental Rate for each Phase shall be calculated and escalated independently, and the Minimum Annual Rental Rate for any Phase shall commence at six thousand dollars ($6,000) per Megawatt Capacity in the first Production Period Year for such Phase, regardless of the Production Commencement Date or escalation applicable to any other Phase. In the event the Megawatt Capacity per wind turbine increases during the Term as a result of any repowering effort, the Minimum Annual Rental Rate shall likewise increase where applicable. The Minimum Annual Rental Rate shall be prorated for partial years. The Minimum Annual Rental Rate shall not be paid for the Restoration Period.

B.2.2 Reserved

B.2.3 Reserved

B.2.4 Reserved

B.2.5 Reserved

B.2.6 Non-delegation

Subject to the provisions of Article XII of this Lease, Lessee's obligation to pay Rents or any other payments pursuant to this Lease is not otherwise delegable to a third party.

B.2.7 Past-Due Rents

Lessee shall pay the CLO interest on any past due rent and other past due payments at the rate of twelve percent (12%) per annum, or the highest rate of interest allowed by law, whichever is less.

B.2.8 Revenue from Adjacent Property.

In the event that Lessee (or its successors or assigns) holds any interest (including, without limitation, a leasehold interest) in real property immediately contiguous to the Property identified on Exhibit A as of the Effective Date (the "Adjacent Property"), and the Lessee utilizes Adjacent Property for Wind Energy Purposes, then the following provisions shall apply:

(a) Lessee covenants that it will not erect or otherwise construct any improvements on the Adjacent Property whereby the Compensable Leasehold Area impacted by such improvements (as defined by subsection (c) below) would extend onto the Property without CLO's written approval, which approval shall be part of the approval consideration of a Plan of Development and not be unreasonably withheld, conditioned, or delayed.

(b) If the CLO approves the construction of any improvements per (a) above where the Compensable Leasehold Area of the improvement on Adjacent Property is located, in whole or in part, on the Property, the Lessee agrees to pay the CLO consideration in the following manner:

(i) CLO shall be compensated a one-time payment of two thousand, five hundred dollars ($2,500.00) with respect to each improvement on the Adjacent Property the Compensable Leasehold Area of which extends onto the Property, payable within thirty (30) days after CLO's approval of such improvement under subsection (a).

Such payment shall be the CLO's sole compensation under this Section B.2.8 with respect to such improvement, regardless of the amount of acreage of the Property encompassed within such Compensable Leasehold Area or the duration such improvement remains in service.

(ii) No payments shall be made under this Section B.2.8 to the extent CLO is then receiving any rental, royalty, or other payment with respect to the acreage of the Property encompassed within the Compensable Leasehold Area under any other provision of this Lease.

(c) For purposes of this Section B.2.8, "Compensable Leasehold Area" means only the wind turbine areas, permanent meteorological tower areas, and building areas described in Sections 14.1(i) through 14.1(iii), and expressly excludes the wind flow zone described in Section 14.1(iv) and the access and easement areas described in Sections 14.1(v) through 14.1(vii). No acreage of the Property encompassed within the Compensable Leasehold Area shall be deemed "impacted" by reason of any electromagnetic, electrical, radio frequency, or other non-physical or intangible effect, or by reason of noise, shadow flicker, vibration, air turbulence, wake, or visual effect, in each case whether or not extending onto the Property.

B.2.9 Disclaimer as to Production Revenue

Lessee has neither made, nor makes, any representations or warranties, verbally, in any written estimates of production, in this Lease or otherwise, concerning the likelihood Lessee will install Wind Power Facilities on the Property or any Wind Power Facilities installed on the Property will generate electricity sufficient to create any entitlement in Lessor to payments during any period of time. The CLO acknowledges the operation of any Wind Power Facilities actually installed on the Property is subject to adverse weather, lack of wind, lack of transmission, equipment failures and other events beyond the control of Lessee which may interrupt or prevent electricity generation.

**EXHIBIT C | EXAMPLE FORM**

**GROUND LESSOR'S VERIFICATION LETTER TO LENDER**

**CLO LETTERHEAD**

Date

_____

Re: Status of _____ Wind Turbine Power Production Lease No. _____ and Contract No. _____ dated _____, 20___, between the Commissioners of the Land Office, as Lessor, and _____ as Lessee, recorded _____, 2021, in the Office of the CLO, and Memorandum of Lease recorded in Book _____, Page _____ in the Office of the County Clerk of Cimarron County, Oklahoma.

Dear _____,

This letter is being written at _____'s request to verify its present status in connection with the transfer of 100% of the membership interests in _____ to _____.

This letter will advise you that until the transfer of membership interests to _____, which transfer is not subject to CLO approval under the Lease, the CLO has no contractual or any other obligation or duty to _____. This letter is written to accommodate the Lessee, _____.

However, to accommodate CLO's lessee, _____, I am willing to state the following based on my information, knowledge and belief:

1. The Lease is currently in force and effect.
2. The Lease is the entire agreement between the CLO and _____ and has not been modified, changed, altered or amended in any respect. This letter does not amend or change the provisions of the Lease between the CLO and _____or its successors and assigns.
3. To the best of my information, belief and knowledge, _____ has not been in default up to this date in time and is not in default as of this date

but we have not audited the payments received to determine if any underpayment has occurred.

4. _____, submitted its Plan of Development ("Plan") to the CLO for review and approval. The CLO staff approved the Plan. The final approval of the Plan was stated in _____ dated _____, 202_.

5. CLO is the owner of the surface and mineral rights on the Leased Land.

6. At this time, there are no oil and gas, mineral, or mining activities on the Property.

7. The "Construction Period" under the Lease commenced on _____, 202_. The "Production Period" under the Lease has not yet occurred [occurred on _____, 20__.] **[Note: The commencement of the Construction Period and Production Period is necessary to confirm what payments are/were due to CLO and to confirm the expiration date of the Lease Term.]**

8. No portion of the Leased Land has been released pursuant to Section __ of the Lease.

If you have any further questions, please contact me.

Sincerely

[INSERT NAME]

Director of Commercial Real Estate Management

Subscribed and sworn before me, a notary this ___ day of _____, 20__.

_____

Seal

Notary

Name:

Dated this _____day of _____, 20__.

# EXHIBIT D | NON-COLLUSION

OKLAHOMA
Office of Management
& Enterprise Services

## CERTIFICATION FOR COMPETITIVE BID AND/OR CONTRACT (NON-COLLUSION CERTIFICATION)

**Note:** A certification shall be included with any competitive bid and/or contract exceeding $25,000.00 submitted to the state for goods or services.

| GENERAL INFORMATION | |
|---|---|
| Agency name | Agency # |
| Supplier or bidder legal name | Solicitation # or purchase order # |

### Section 1 74 O.S. § 85.22

**A.** For purposes of any competitive bid or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount, I certify:

1. I am the duly authorized agent of the above-named supplier or bidder for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition.
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid.
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party to:
   a. Any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting.
   b. Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract.
   c. Any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

**B.** I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

### Section 2 74 O.S. § 85.42

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

### Section 3 74 O.S. § 582

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

### Section 4 74 O.S. § 12005

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of energy companies and will not boycott energy companies during the term of the contract.

### Section 5 DEBARMENT, SUSPENSION OR OTHER RESPONSIBILITY MATTERS

For the purpose of a contract for goods or services, the supplier certifies any debarment, suspension, indictments, convictions, civil judgments and terminated public contracts have been disclosed to the state purchasing director.

### Section 6 74.O.S. § 85.5

For the purposes of a contract for the physical performance of services, the supplier also certifies it is in compliance with the provisions of Section 1313 of Title 25 of the Oklahoma Statutes requiring all suppliers to register and participate in the Status Verification System to verify the work eligibility status of all new employees.

## Section 7 21 O.S. § 1289.31

For the purpose of a contract for goods or services, the supplier also certifies it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

## Section 8 74.O.S. § 85.22C

List of all known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency listed on Page 1. State the names of persons with such relationships, their position within the organization, and the nature of such relationships.

1.

2.

3.

**If no such relationships exist, check the box below:**

☐ There are no known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency stated above.

## Section 9 74 O.S. § 85.42(B)

Pursuant to 74 O.S. § 85.42(B), the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while employed by the State of Oklahoma shall be employed or given anything of value to fulfill any services provided under the contract, including change orders, extensions, renewals or amendments.

## SIGNATURE

By signing below, the undersigned duly authorized agent for the above-named bidder or supplier acknowledges this certification statement is executed for the purposes of one of the following:

☐ The competitive bid attached herewith and contract, if awarded to said supplier.

☐ The contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma Statutes.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

| Supplier authorized signature | Certified this date | |
|---|---|---|
| Name | Email | |
| Title | Phone | Fax |