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*(Space above reserved for Recorder)*

1. *Title of Document:* **Memorandum of Lease and Easement Agreement**
  2. *Date of Document:* April 5, 2021
  3. *Lessor(s):* **Rhonda L. Eskridge aka Rhonda L. Hand**
  4. *Lessor(s) address:* 28572 State Highway T, Excello MO, 65247
  5. *Lessee(s):* **RWE Renewables Development, LLC, a Delaware limited liability company**
  6. *Lessee(s) address:* Attn: Legal Department, 701 Brazos Street, Suite 1400, Austin, TX 78701
  7. *Legal Description of Property Subject to Lease:* See **Exhibit "A"**
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## MEMORANDUM OF LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF LEASE AND EASEMENT AGREEMENT (“Memorandum”) executed effective as of the 5 day of April, 2021, by and between Rhonda L. Eskridge aka Rhonda L. Hand as owner (“Owner” or “Lessor”), and RWE Renewables Development, LLC, a Delaware limited liability company (“Tenant” or “Lessee”). Owner and Tenant may hereafter be referred to as, together, the “Parties” and each, a “Party”.

### Recitals

A. The Parties have entered into a Lease and Easement Agreement, dated April 5, 2021 (the “Effective Date”) (as it may be amended or amended and restated from time to time, the “Lease and Easement Agreement”).

B. Under the Lease and Easement Agreement, Owner leases and grants to Tenant certain interests in the land more particularly described in Exhibit A attached hereto and incorporated by this reference (the “Property”).

C. The Parties desire to enter into and record this Memorandum in order that third parties may have notice of the interests of the Tenant in the Property and adjacent real property owned by Owner resulting from the Lease and Easement Agreement. Capitalized terms used and not defined herein have the meaning given the same in the Lease and Easement Agreement.

### Agreements

NOW, THEREFORE, in consideration of the rents and covenants provided in the Lease and Easement Agreement to be paid and performed by Tenant, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant hereby agree as follows:

1. Lease. Owner has leased the Property to Tenant (the “Lease”) on the terms and provisions set forth in the Lease and Easement Agreement. The Lease is for the use of the Property for wind energy purposes, and also provides that Tenant shall have the exclusive right to use the Property for wind energy purposes. The phrase “wind energy purposes” includes but is not limited to converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with the following activities related thereto: (i) determining the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data and extracting soil samples, and all other testing, studies or sampling desired by Tenant; (ii) developing, constructing, installing, using, replacing, relocating, controlling, using and removing from time to time, and maintaining and operating wind Generating Units, Transmission Facilities, electric transformers, energy storage facilities, telecommunications equipment related to Generating Units, roads, meteorological towers, LIDAR and/or SODAR units and other wind measurement equipment, foundations, pads, footings,

communication cables and/or networks, lay-down and staging areas, crane pads, maintenance, administrative, operations and storage buildings, reasonable signage and all related or ancillary improvements and equipment (collectively, the “Windpower Facilities”); and (iii) undertaking any other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including the right to erect, construct, reconstruct, replace, relocate, remove, control, maintain and use the Windpower Facilities.

2. Grant of Easements. Owner has also granted (or shall grant) to Tenant those certain Easements (as defined in the Lease and Easement Agreement) to use and enjoy the Property and adjacent real property owned by Owner on the terms and conditions set forth in the Lease and Easement Agreement, including but not limited to the following: (i) the Transmission Easement; (ii) the Access Easement; (iii) the Overhang Easement; (iv) the Other Easement; (v) the Non-Obstruction Easement; (vi) the Clearance Easement; and (vii) certain other easements and rights to use and enjoy the Property and adjacent real property owned by Owner on the terms and conditions set forth in the Lease and Easement Agreement, all as more particularly set forth in the Lease and Easement Agreement. Further, and except as specifically provided for in the Lease and Easement Agreement, Owner agrees not to plant trees or construct buildings or other improvements on the Property that will exceed a height of forty (40) feet from the surface of the Property, or engage in any other activity on the Property or elsewhere, that might reasonably be expected to cause a decrease in the output or efficiency of any Generating Units. Tenant shall have the right to remove any facilities that interfere with the Windpower Facilities as reasonably determined by Tenant.

3. Term.

(a) The Development Term shall commence on the Effective Date and continue until the earlier of (i) the Generation Commencement Date or (ii) December 31, 2025; provided that, the Development Term shall automatically be extended for an additional two (2) years upon Project Commencement.

(b) The Operations Term, if it occurs, shall automatically commence on the earlier of (i) the Generation Commencement Date or (ii) upon the expiration of the Development Term and continue until the end of the thirtieth (30<sup>th</sup>) full calendar year occurring thereafter.

4. Rights of Lenders. Tenant may, at any time and from time to time, conditionally or unconditionally, without obtaining the consent of Owner, hypothecate, mortgage, grant, collaterally assign or pledge all or any portion of Tenant’s right, title or interest under the Lease and Easement Agreement in the Easements and/or in any Windpower Facilities to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to Windpower Facilities or Operations. Pursuant to the Lease and Easement Agreement, any Lender of Tenant or Tenant’s successor or assign is deemed a third-party beneficiary under the Lease and Easement Agreement, has certain rights regarding notice and right to cure any Event of Default of Tenant under the Lease and Easement Agreement, and the right to take possession of Tenant’s interest in the Property under certain circumstances, has the right to

perform Tenant's obligations in certain circumstances, has the right to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Lease and Easement Agreement.

5. Assignment. Tenant's rights and obligations under the Lease and Easement Agreement, including but not limited to all or a portion of Tenant's interest in the Agreement, the Easements or the Windpower Facilities or the Property, shall be assignable without any additional consent from Owner as provided in the Lease and Easement Agreement. This shall include the right of Tenant to grant co-leases or co-easements (including, without limitation, co-tenancy interests), separate leases, subleases, easements, licenses or similar rights to Tenant's interest in the Agreement, the Easements or the Windpower Facilities.

6. Non-Interference and Setbacks.

(a) For so long as the Lease and Easement Agreement is in effect, neither Owner nor any other person or entity that has obtained rights after the Effective Date either from Owner or any party claiming, directly or indirectly, under Owner, shall interfere with the wind speed or wind direction or the Windpower Facilities on the Property or any lands owned by Owner in the vicinity of the Property on which Tenant or any Affiliate thereof owns, leases, operates or maintains Generating Units, and Owner shall not plant trees or construct buildings or other improvements on the Property that will exceed a height of forty (40) feet from the surface of the Property, or engage in any other activity on the Property or elsewhere, that might reasonably be expected to cause a decrease in the output or efficiency of any Generating Units without the Tenant's prior written consent. Tenant shall have the right to remove any facilities that interfere with the Windpower Facilities as reasonably determined by Tenant. The obligations and restrictions described in this Section are sometimes collectively referred to herein as the "Non-Obstruction Easement."

(b) To the extent that (i) Owner now or in the future owns or leases any land directly adjacent to the Property, or (ii) Tenant or any Affiliate thereof owns, leases or holds an easement over land directly adjacent to the Property and has installed or constructed or desires to install or construct any Windpower Facilities on said land at and/or near the common boundary between the Property and said land, Owner hereby waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including any setback requirements described in any applicable zoning ordinance or in any governmental entitlement or permit heretofore or hereafter issued to Tenant or such Affiliate and including setbacks otherwise necessary for compliance with state and local noise regulations. Further, if so requested by Tenant or any such Affiliate, Owner shall promptly, without demanding additional consideration thereof, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver, setback elimination or other document or instrument required by any governmental authority or that Tenant or such Affiliate deems necessary or convenient to the obtaining of any entitlement or permit.

7. Subordination. The Lease and Easement Agreement provides that from and after its effective date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject to (i) the Lease and Easement Agreement and all of Tenant's rights, title and interests created thereby, (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Lease and Easement Agreement, and (iii) Tenant's right to create a lien in

favor of any lender of Tenant's. Subject to the rights of Tenant under the Lease and Easement Agreement, Owner hereby reserves the right to use the Property for any purposes that do not interfere with the Tenant's use of the Property for wind energy purposes (as defined in the Lease and Easement Agreement) including, without limitation, mineral, oil and gas production, or any other use which is necessary and incidental thereto; ranching, farming and agricultural uses, the grazing of livestock, or any other use which is necessary and incidental to ranching and other agricultural activities; cutting timber; drilling and development of water and other surface minerals for commercial or private use; and hunting, fishing and other recreational activities, and to lease the Property to other persons and entities for such purposes, and any income derived by Owner from such use or leasing shall belong entirely to Owner; however, any such leases hereafter executed shall expressly provide that they are subject and subordinate in all respects to (i) the Lease and Easement Agreement and the rights of Tenant herein; (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Lease and Easement Agreement; and (iii) Tenant's right to create a lien in favor of any lender of Tenant (and Owner acknowledges and agrees that such leases shall be so subordinate whether or not they so provide).

8. Effect. All of the terms, conditions, provisions and covenants of the Lease and Easement Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein. This Memorandum has been prepared for the purpose of recordation and notice only, and shall not alter, expand or amend the Lease and Easement Agreement in any way. Should there be any inconsistency between the terms of this Memorandum and the Lease and Easement Agreement, the terms of the Lease and Easement Agreement shall prevail.

9. Other Provisions. Owner shall have no ownership or other interest in any Windpower Facilities installed by Tenant on the Property, and Tenant may remove any or all Windpower Facilities at any time or from time to time.

10. Binding on Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Lease and Easement Agreement, which covenants, terms and provisions shall run with the Property and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

11. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Signature Pages to Follow]

IN WITNESS HEREOF, the Parties have executed this Memorandum to be effective as of the Effective Date.

**OWNER:**

**Rhonda L. Eskridge aka Rhonda L. Hand**

By: Rhonda L. Eskridge aka Rhonda L. Hand  
Name: Rhonda L. Eskridge aka Rhonda L. Hand

STATE OF Missouri §  
§  
COUNTY OF Macon §

The foregoing instrument was acknowledged before me on the 17<sup>th</sup> day of March, 2021, by Rhonda L. Hand  
Rhonda L. Eskridge AKA

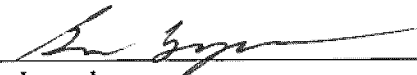
Loretta L. Kelchner  
Notary Public, State of Missouri  
*[place seal directly below]*

My Commission Expires: 1/3/25




**TENANT:**

**RWE Renewables Development, LLC,**  
a Delaware limited liability company

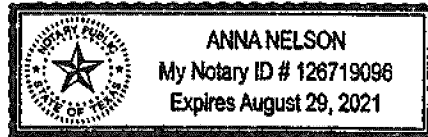
By:   
Name: Sean Logsdon  
Title: Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS      §

The foregoing instrument was acknowledged before me on the 5 day of April, 2021 by Sean Logsdon, Vice President of RWE Renewables Development, LLC, a Delaware limited liability company, on behalf of RWE Renewables Development, LLC.

  
Notary Public, State of Texas  
*[place seal directly below]*

My Commission Expires: 8-29-21



**Exhibit A**  
**to**  
**Memorandum of Lease and Easement Agreement**  
  
**Description of Property**

The following described lands situated in McDonough County, Illinois, to-wit:

**Tract 1:** All that part of the Southwest Quarter (SW 1/4) of Section Twenty-six (26) which lies South of the Public Highway across the same; AND ALSO the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-five (35), all situated in Township Four (4) North, Range Two (2) West of the Fourth Principal Meridian, McDonough County, Illinois. Containing 85.73 acres, more or less, McDonough County, Illinois.

PIN: 09-000-343-00. Deed Reference: 2011-1077, 2013-3974.

**Tract 2:** The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-five (35); AND 30 Acres off the North side of the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-five (35), all in Township Four (4) North, Range Two (2) West of the Fourth Principal Meridian, situated in the County of McDonough and State of Illinois. EXCEPTING THEREFROM THE FOLLOWING: A tract of land being part of the Northwest Quarter (NW 1/4) of Section Thirty-five (35), Township Four (4) North, Range Two (2) West of the Fourth Principal Meridian, McDonough County, Illinois, and being more particularly described as follows: Commencing at a set iron rod marking the Northwest corner of said Section Thirty-five (35), thence along the West line of the Northwest Quarter (NW 1/4) of said Section Thirty-five (35), South 01 degrees 03 minutes 31 seconds West, a distance of 689.43 feet to the point of beginning of the tract to be described. From the point of beginning, thence leaving said West line, South 88 degrees 44 minutes 40 seconds East, a distance of 2656.50 feet to a set mag spike on the East line of the Northwest Quarter of said Section Thirty-five (35); thence along said East line, South 01 degrees 07 minutes 12 seconds West, a distance of 1197.28 feet to the Northeast corner of land as described in a Deed to Robert W. Eckert, recorded in Document No. 88-344 of the McDonough County, Illinois Recorder's Office; thence leaving said East line, along the North line of said Eckert land, North 88 degrees 44 minutes 40 seconds West, a distance of 2655.22 feet to the aforementioned West line of the Northwest Quarter (NW 1/4) of said Section Thirty-five (35); thence leaving said Eckert land, along said West line, North 01 degrees 03 minutes 31 seconds East, a distance of 1197.28 feet to the point of beginning, containing 73.00 acres, with .83 acres being used as dedicated road right-of-way, as shown in a Survey recorded March 19, 2012, as Document No. 2012-855. Containing after said exception, 41 acres, more or less, McDonough County, Illinois.

PIN: 09-000-411-05. Deed Reference: 2011-1077, 2013-3974.

Total Acreage **126.73**, more or less.