Morgan County, Illinois
Siting Permit Application

Submitted February 18, 2020 by Lincoln Land Wind LLC

APEX CLEAN ENERGY

www.apexcleanenergy.com

Main Office
310 4th Street, Suite 200
Charlottesville, VA 22902
Phone: 434-220-7595
Fax: 434-220-3712

Local Office
306 Wyatts Avenue
Franklin, IL 62638
Phone: 217-236-6178
Fax: 612-315-1519

February 18, 2020

Morgan County
c/o Dusty Douglas, Regional Planner
300 West State Street
Jacksonville, IL 62650

Lincoln Land Wind, LLC Siting Approval Permit Application

Dear Mr. Douglas,

Enclosed for your review is our Application for the granting of a Siting Approval Permit from the Morgan County Board of Commissioners for the proposed Lincoln Land Wind project. As required in the Morgan County Wind Energy Conversion Systems Siting Regulations Ordinance (Ordinance No. 2019-10) we are providing 12 printed copies of the enclosed application, plus an additional copy. The application includes the following items:

- Lincoln Land Wind Siting Approval Permit Application
- Project Site Plan and Maps
- Landowner Contact Data
- Shadow Flicker Report
- Sound Modeling Report
- Economic Impact Study
- Community Grants Program Summary
- Decommissioning Plan
- Federal Aviation Administration (FAA) submission
- National Telecommunications and Information Administration (NTIA) letter
- Environmental Reports
- Agricultural Impact Mitigation Agreement (AIMA)
- Evaluation of Public Roads Report
- Communication Analysis
- Property Values Study
- Turbine Design and Certification
- Emergency Action Plan
- Drainage Plan
- Financial Assurance Forms
- Railroad Easement

Thank you for your attention to this matter. If you have any questions, please contact me at (641) 812-0070.

Sincerely,

Holly McCoy-Nelson
Senior Development Manager, Lincoln Land Wind, LLC

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1 Siting Approval Application Summary

Lincoln Land Wind, LLC (Applicant or Lincoln Land Wind), is developing an up to 303.6 MW nameplate capacity wind energy conversion system (WECS) known as the Lincoln Land Wind Project (Project).

The Applicant respectfully requests approval of the following siting approval permit application (Application) by the Morgan County Board of Commissioners (Board). As detailed below, the Applicant has met all requirements set forth in Morgan County's Wind Energy Conversion Systems Siting Regulations Ordinance, Ordinance No. 2019-10 (Ordinance). Accordingly, the Applicant respectfully requests that the Board vote to approve the Application and issue a Siting Approval Permit to construct and operate the Lincoln Land Wind Project.

1.1 WECS Project Overview

The Project includes roughly 36,000 acres of agricultural land in eastern Morgan County, Illinois, with the center of the Project area located 8 miles east of South Jacksonville. The Project is roughly bounded by the Morgan-Sangamon County line to the east, the Village of Franklin to the south, slightly beyond Old State Road to the north, and the junctions of State Highway 104 and Interstate 72 to the west. The transportation corridors within the Project area include Interstate 72, Illinois State Highway 104, and several roads that fall under the jurisdiction of the County and local Road Districts.

The Project area is largely utilized for agricultural purposes with corn and soybeans as the predominant crops. All wind turbines will be located on land currently used for growing crops with each turbine and access road utilizing approximately 0.25 to 0.50 acres of land. The access roads to each turbine will comprise most of this acreage. In some cases, existing field lanes are being upgraded to an access road. Both landowners and tenant farmers can use the access roads for agricultural purposes. In addition, construction and operation of the Project will not significantly affect current land use in the Project area, and crop production can continue up to and surrounding the wind turbines and access roads.

This portion of Morgan County is considered an excellent location for constructing and operating a wind farm. The area contains large, open, and flat farmland, a strong wind resource, close proximity to existing transmission infrastructure, interested landowners and broad community support, readily accessible transportation routes for delivery and construction of turbine components, and suitable topography to support turbine foundations.

The Project would bring a capital investment of more than $400 million of clean, cost-effective energy to Morgan County, helping the State of Illinois meet its statutory goal of increasing renewable energy generation to 25% of total generation by 2025. Over the expected 30-year life of the Project, it would generate up to roughly $241.5 million in direct economic benefits for local landowners, new local employees, Morgan County, and the State of Illinois, in addition to fees associated with permitting the Project. Additional benefits include spending related to these payments that will feed into the local economy in and around the Project area, and collateral spending during Project construction.

Project staff and representatives have built considerable relationships with local organizations emphasizing the value the Project can bring to the area. This outreach includes contributions in

community grants supporting many organizations in the area including Franklin High School, Morgan County 4H, Jacksonville Park Foundation, and more.

The Applicant anticipates that Project construction will commence toward the end of 2020 or during the first part of 2021. The construction of the Project could be delayed or accelerated depending on several factors, including permitting, financing, turbine supply, and obtaining a Power Purchase Agreement (PPA).

1.2 Applicant Description and Contact Information

The Applicant is a Delaware limited liability company and wholly owned indirect subsidiary of Apex Clean Energy Holdings, LLC (Apex). Apex is an independent renewable energy company headquartered in Charlottesville, Virginia. Apex has a diversified portfolio of renewable energy resources capable of producing more than 17,000 MW of clean energy. Apex has brought nearly 3,000 MW online since 2012 and currently provides asset management services for 1,600 MW of clean energy projects. Apex has one of the nation's largest, most diversified portfolios of renewable energy resources and has the experience, skills, personnel, and proven capability to successfully manage wind and solar project development. Apex offers comprehensive in-house capabilities, including site origination, permitting, financing, construction, and long-term asset management services, and it works with corporations, utilities, and government entities, including McDonald's, Facebook, Walmart, Starbucks, IKEA, DTE Energy, Xcel Energy, and the U.S. Army.

Through this experience, Apex Clean Energy has won numerous awards, including the American Wind Energy Association's 2018 and 2019 Safety and Health Gold Achievement Award, the Sustainable Purchasing Leadership Council's 2017 Business Case Award for providing energy security to U.S. Army Garrison Fort Hood in Texas, and the Wind Farm Team of the Year in 2017 for operations and management of the Kay Wind Project in Oklahoma. A testament to the company's strong core values, the Hoopeston Wind farm, developed and managed by Apex in Vermilion County, Illinois, recently achieved 1,000 injury-free days. For an overview of Apex's mission, values, and top-notch team, please visit www.apexcleanenergy.com.

Company's address and telephone numbers are as follows:

Apex Clean Energy, Inc.
310 4th Street
Suite 300
Charlottesville, VA 22902
Phone (434) 220-7595
Fax (434) 220-3712

Apex Clean Energy's designated agents for Lincoln Land Wind are:

Scott Koziar
Vice President of Development, West
Apex Clean Energy
310 4th Street, Suite 300
Charlottesville, VA 22902
Phone (612) 260-6608
scott.koziar@apexcleanenergy.com

Holly McCoy-Nelson
Senior Development Manager
Apex Clean Energy
310 4th Street, Suite 300
Charlottesville, VA 22902
Phone (641) 812-0070
holly.mccoy@apexcleanenergy.com

1.3 Project Participant Contact Information

Community support for the Project has been overwhelmingly positive, as 358 landowners have signed agreements to participate in the Project ("Participating Landowners") across roughly 36,000 participating acres.

The Project's compensation package will provide approximately $90 million in payments to Participating Landowners over the course of the Project's 30-year life. This includes 202 full leases executed, 18 underground collection easements (UCE), and 16 good neighbor agreements (GNA). The compensation formula in the full landowner leases includes a community pool in which landowners receive payments for signed acreage, turbines hosted on signed parcels, and other facilities installed on signed parcels such as underground collection cables and turbine access roads. This type of lease agreement pays all participants, even those that do not get the opportunity to host wind facilities on their property. Some landowners chose not to sign a full lease but were willing to host only underground collection cables that pay an amount based on the linear length of cable installed. And finally, some landowners chose not to host turbines or any associated facilities but nonetheless wanted to support the project through good neighbor agreements that offer an annual payment.

All the land included in the Lincoln Land Wind Project has been secured through agreements that were voluntarily signed. One Purchase Option Agreement, which allows the property to be purchased in the future, has been signed for the substation and operations and maintenance (O&M) building. The names, addresses, and telephone numbers of the Participating Landowners in the Project, as well as memoranda reflecting lease or easement agreements entered into with Participating Landowners, can be found in Book II of the Application. Participating Landowner contact data can be found in Appendix 2, and the Site Control map in Appendix 1.2 illustrates that all parcels hosting any type of facility for the Project have signed an agreement.

1.4 Project Facilities Overview and Site Plan

Overview

The Project will be situated on approximately 36,000 acres in Morgan County and will consist of up to 107 turbines. The total installed capacity of the Project will not exceed 303.6 MW and will deliver electricity to a single point of interconnection on the existing Ameren Meredosia-Austin 345 kilovolt (kV) transmission line running west-east through the Project area. The Project will consist of:

- Up to 107 wind turbines with a maximum height of up to 598.6 feet when the blade is in the up-most position;
- Access roads to each turbine;
- Underground 34.5 kilovolt (kV) electrical collector lines connecting the turbines to the collector substation and associated facilities;
- Underground fiber-optic cable for turbine communications co-located with the collector lines;
- A 34.5 kV to 345 kV "step-up" collector substation owned by Lincoln Land Wind;
- An O&M facility co-located with the substation;

- Two permanent meteorological towers and up to one temporary power performance tower; and
- Temporary construction facilities such as a laydown yard and a concrete batch plant.

Design

The Project has been designed to comply with all Morgan County setback requirements as shown in the setback list and setback maps in Appendix 1.3. These requirements are set forth in the Ordinance.

Shadow flicker will be less than 30 hours/year at nonparticipating occupied structures, unless a waiver has been signed, as detailed in the shadow flicker analysis provided in Appendix 3. Apex will mitigate for the two structures over the limit by either implementing a shadow flicker operating procedure, shifting the turbine(s) less than 250 feet to be compliant, not building the turbine(s), or obtaining waivers from the landowners. Finally, sound levels produced by the Project will comply with limitations imposed by the Illinois Pollution Control Board. The details of the sound study are provided in Appendix 4.

Turbines

Each wind turbine consists of three major components: the tower, the nacelle, and the rotor. These components are mounted on a concrete foundation to provide structural support to the assembled turbine. The height of the tower, or “hub height” (height from the base of the tower to the center of the rotor hub on top of the tower), will be dependent on the final turbine selection and design. The nacelle sits atop the tower, and the rotor hub is mounted on a drive shaft that is connected to the gearbox and generator contained within the nacelle.

Tower: The tubular towers for the Project will be conical steel structures or a combination of steel and concrete, depending on final turbine selection. Each tower has a lockable access door, internal lighting and an internal ladder to access the nacelle.

Nacelle: The main mechanical and electrical components of the wind turbine are housed in the nacelle. The nacelle is mounted on a sliding ring that allows it to rotate, or “yaw,” into the wind to maximize energy capture. The nacelle components include the drive train, gearbox, generator, and generator step-up transformer. The nacelle is housed in a steel-reinforced fiberglass shell that protects internal machinery from the environment. The housing is designed to allow for adequate ventilation to cool internal machinery. It is externally equipped with an anemometer and a wind vane to measure wind speed and direction. The generated electricity is conducted through cables within the tower to a switch enclosure mounted at the base of the turbine tower.

Rotor: A rotor assembly is mounted on the drive shaft and operates upwind of the tower. Electric motors within the rotor hub vary the pitch of each blade according to wind conditions to maximize turbine efficiency at varying wind speeds.

Turbine operation controls: Having turbines and/or anemometers that are working properly is an important aspect of a well-operating wind project. Each turbine will have multiple redundant sensors on the rotor and drive train to sense when blades become imbalanced or create vibration and can automatically shut down the turbine and anemometer. The anemometers monitor the wind speed and direction to ensure its current position is most efficient to produce electricity. These data are also used for feathering the blades, applying the brakes in high wind speeds,

determining if the blades are off-balance, and to communicate to the turbine when the wind is strong enough to begin turning the generator and producing electricity at the “cut-in” wind speed.

The Applicant is considering turbine models in the 2.8 MW to 4.8 MW range with a maximum hub height of up to 114 meters (374 feet), a rotor diameter of up to 150 meters (492 feet), and a tip height of up to 182.5 meters (598.6 feet). A specific turbine model has not been selected at this time, but currently the leading candidate is the General Electric GE127 2.82-MW turbine at a 114-meter hub height and 127-meter (417-foot) rotor diameter with a tip height of 178 meters (582 feet).

If the GE127 is the selected turbine for the Project, the Project will utilize 107 turbine locations to achieve the necessary MW capacity of the Project. However, circumstances may arise that were not known when the Application was submitted that could cause an approved turbine location to become unusable. To account for such situations, the Applicant has submitted spare turbine locations to serve as backups in the event any primary locations become unusable. To that end, the Applicant is seeking permitting approval for up to 12 spare turbine locations throughout the Project area. Accordingly, the Project Summary map shows 119 turbine locations for the County’s consideration, though no more than 107 turbine locations will ultimately be used for the Project.

The Applicant is also considering three additional turbine models for the Project: the General Electric GE140 3.03-MW turbine, the Vestas V150 4.2-MW turbine, and the Nordex N149 4.8-MW turbine. All setback distances are calculated using the maximum potential rotor diameter of 150 meters (492 feet) and tip height of 182.5 meters (598.6 feet) to cover all four turbines included in this Application. Table 1.4 below shows the dimensions of the four turbine models under consideration. The turbine locations shown in the Project Summary map in Appendix 1.1 comply with all setbacks and restrictions when factoring the maximum dimensions across the possible turbine models shown in Table 1.4.

Table 1.4 Capacity and Dimensions of Considered Turbine Models

Model	Capacity	Hub Height	Rotor Diameter	Tip Height
GE127	2.82 MW	374 feet	417 feet	582 feet
GE140	3.03 MW	322 feet	460 feet	551 feet
V150	4.2 MW	345 feet	492 feet	591 feet
N149	4.8 MW	355 feet	489 feet	598.6 feet

To be conservative, the impact calculations discussed throughout this Application include all 119 proposed turbine locations. If the GE140, V150, or N149 turbines are selected, they will need fewer than the 107 locations needed for the GE127 turbine. The Applicant plans to select the most appropriate technology for the Project in terms of cost efficiency and optimization of wind and land resources. Whichever turbine model(s) and locations are selected, the final Project layout will comply with all applicable County and State height, setback, sound, and shadow flicker requirements, and final turbine locations will be based on the turbine locations submitted in this Application. If one or more of the alternative turbine models discussed above is selected, the Applicant will provide the Regional Planner with sound and shadow flicker studies, as well as new setback maps, to demonstrate compliance before submitting an application for a WECS Building Permit.

The Project Summary map in Appendix 1.1 shows the 107 proposed primary wind turbine locations, as well as the 12 proposed spare turbine locations. As a result of final micro-siting, minor shifts in the turbine locations may be necessary to avoid newly identified cultural resources or due to geotechnical testing results of the wind turbine locations, landowner input, newly

identified microwave beam paths, or other factors. Therefore, the Applicant requests that the Board approve this Application with a condition that expressly allows turbines to be shifted up to 250 feet from each turbine location identified in the Application without prior Board approval, so long as the turbine shifts comply with all county and state setback requirements and specified noise and shadow flicker requirements; cultural resource impacts are avoided or mitigated; environmental minimization and avoidance measures are adhered to; and wetland impacts are avoided or appropriately permitted. The Applicant will notify the Regional Planner of these shifts and will identify final turbine locations in the application for a WECS Building Permit.

Access Roads

New access roads will be constructed between existing roadways and Project infrastructure and sited with the goal of minimizing their impact. The new and improved access roads will be gravel surfaced and generally 16 feet in width. During construction, some of the access roads will be widened to accommodate movement of the turbine erection crane, with temporary widths generally not exceeding 50 feet. Following construction, the access roads will be reduced back to 16 feet and the area temporarily used will be restored, to the extent practicable.

Separate access may be required for the cranes used to erect the wind turbines. In such cases, temporary crane paths will be constructed between turbine locations. Following completion of construction, the temporary crane paths will be removed and the area reasonably restored to its prior condition.

Underground Electrical Collector Lines

The Project will utilize underground electrical collector lines to connect turbines to one another and to deliver electricity to the electric grid. The electrical collector lines will consist of an underground cable system between the collector substation and the individual turbine locations. The collector system will be designed for operation at 34.5 kV. The collector lines will be installed in a trench at least 48 inches below the ground in a location that was reviewed by the landowner to minimize potential impact from the existing land uses. A fiber-optic cable and an additional separate ground wire will also be installed with the collector system. The fiber-optic cable will be used for Project-specific telemetry, control, and communication purposes. Above-ground junction boxes will be installed, as required, for connections or splices.

Collector Substation

The collector substation will consist of up to two substation transformers, circuit breakers, switching devices, auxiliary equipment, a control enclosure containing equipment for proper control, protection, monitoring, and communications, and associated equipment and facilities. The final location is shown on the Project Summary map in Appendix 1.1. The principal function of the substation is to increase the voltage from the collector system (34.5 kV) to the voltage of the transmission line (345 kV), which will transport the electricity of the entire Project to the Midcontinent Independent System Operator (MISO) grid via the interconnection switching station. The collector substation will be located within a fenced area. The fence will be designed in accordance with industry standards to provide safety and security.

Interconnection Switching Station

Associated with the Project is an interconnection switching station to be constructed by Ameren, the owner of the Meredosia-Austin 345 kV transmission line running through the Project area.

This station will serve as the electrical interconnection between the Project and the MISO electrical grid.

Meteorological Towers

Two permanent meteorological towers and up to one power performance tower will be installed as part of the Project. These towers are used to obtain wind data for performance management once the Project is operational. The towers will be self-supporting structures with heights not to exceed the hub height of the wind turbines. The permanent towers will be marked and lighted as specified by the FAA. The locations of permanent towers are shown on the Project Summary map in Appendix 1.1.

Operation & Maintenance (O&M) Facility

An O&M facility will be constructed at a location well-suited for access to all Project facilities, including turbines, substation, and switching station. The O&M facility is planned to be co-located with the collector substation shown on the Project Summary map in Appendix 1.1. The O&M facility will consist of a single- or two-story 4,000-6,000 square-foot building, which will house operating personnel, offices, operations and communication equipment, parts, storage and maintenance activities, and will host a vehicle parking area. An outdoor storage area for larger equipment and materials will also be included within a fenced area for safety and security.

SCADA System

The Project's design includes safety and control mechanisms. These mechanisms are generally monitored using a Supervisory Control and Data Acquisition (SCADA) system. Each turbine will be connected to the SCADA system via fiber-optic cable, which will allow the turbines to be monitored in real time by the O&M staff. The SCADA system will also allow the Project to be monitored remotely, increasing Project performance and reliability. Not only will the local O&M office have full control of the wind turbines, but a 24/7 Remote Operations Control Center (ROCC) will also have control of the individual turbines. These two teams coordinate to ensure that the wind turbines operate safely and efficiently.

1.5 Project Construction

Upon approval of the Application and issuance of a Siting Approval Permit, and as other state and federal approvals are obtained, Lincoln Land Wind will complete engineering-scale design of the access roads, construction areas, turbine foundations, and the electrical components including the underground electrical collector lines. Construction of the on-site roads, tower foundations, feeder lines, and substation will take approximately 7 to 9 months. Turbine installation will take approximately 4 to 6 months. Subject to receipt of the necessary permits and any weather delays, the Project is slated to commence commercial operations during the fourth quarter of 2021. For trenching of underground electrical collector lines during construction, Lincoln Land Wind personnel and its contractors will strip topsoil prior to trenching and restore topsoil after trenching is completed. Lincoln Land Wind will work closely with affected landowners to ensure their fences are maintained and drain tile and crop damage is monitored, recorded, and accounted for not only during construction activities but throughout the operation of the Project.

Lincoln Land Wind personnel and its contractors will confer with the Illinois Department of Transportation (IDOT) and obtain all required permits. Lincoln Land Wind has been in communication with Morgan County's Engineer and relevant Road District Commissioners

regarding the use of public roads for construction, maintenance and operation of the Project. As required by the Ordinance, any proposed public roads that will be used for construction purposes will be identified and approved by the respective Road District Commissioner and the County Engineer prior to the granting of the Siting Approval Permit. In addition, the Applicant will work with Morgan County's Engineer and relevant Road District Commissioners to develop and enter into Road Use Agreements prior to the issuance of any WECS Building Permit applications related to the construction of the proposed WECS Project. Reasonable measures will be taken to control dust during construction. Safety will be a top priority during all aspects of construction activities, especially on public roads.

1.6 Community Engagement/Economic Benefits

The Project is expected to create both short-term and long-term benefits to the local economy. Local economic benefits from construction activities would be short-term but significant. Local businesses, such as restaurants, grocery stores, hotels, and gas stations, would see increased business during this phase from construction-related workers. Local industrial businesses, including aggregate and cement suppliers, welding and industrial suppliers, hardware stores, automotive and heavy equipment repair, electrical contractors, drain tile installers, and maintenance providers, would also likely benefit from construction of the Project.

The Project represents a capital investment of roughly $400 million in Morgan County. Over the expected 30-year life of the Project, it would generate up to roughly $241.5 million in direct economic benefits for local landowners, new local employees, Morgan County, and the State of Illinois, in addition to fees associated with permitting the Project. Dr. David Loomis with Strategic Economic Research completed an Economic Impact Study assessing the short-term and long-term increases in jobs, income, and tax revenues for Morgan County and the State of Illinois from the Project.[1] The Economic Impact Study is provided in Appendix 5 and a summary of the total direct economic benefits expected to be produced by the Project is included in Table 1.6.1 below. Indirect benefits are not quantified below but are included in Dr. Loomis' study. Those indicated benefits include spending related to these direct payments that will feed into the local economy in and around the Project area.

Table 1.6.1 Direct Economic Benefit from Lincoln Land Wind

Payment	Beneficiary	Approximate Total
Lease Payments	Project Landowners	Up to $90 million over 30 years
Construction	~394 short-term direct and indirect jobs in Morgan County	$19.3 million in new earnings in Morgan County[2] $82.7 million in new earnings in Illinois
Operations	~14 long-term onsite direct jobs, and ~25 long-term indirect jobs in Morgan County	$1.6 million in new annual earnings in Morgan County $3.2 million in new annual earnings in Illinois

[1] Dr. Loomis is also Professor of Economics at Illinois State University and co-founder of the Center for Renewable Energy.
[2] The Morgan County numbers are embedded in the State of Illinois numbers so should not be added separately to get a total benefit amount.

Payment	Beneficiary	Approximate Total
Taxes paid to taxing jurisdictions in Morgan County	Morgan County	Up to $65.6 million
Permit Fees	Morgan County	Up to $1,169,450

To educate local business leaders about the contracting opportunities that construction and operation of a wind farm make available, the Project initiated a vendor program. Key to the success of the program was partnering with the Jacksonville Area Chamber of Commerce to host a vendor fair. Over 120 representatives of local businesses attended the fair and spoke directly with members of the Apex construction team.

Dr. Loomis' report also breaks down the projected tax revenues to various taxing bodies in Morgan County from the Project according to the valuation formula developed by the Illinois Department of Revenue.[3] Table 1.6.2 below summarizes the results of Dr. Loomis' analysis, which are discussed in greater detail in his report in Appendix 5. This analysis was based on preliminary turbine locations so the numbers below may change once a final turbine is selected and final locations are determined, since the amount each taxing body receives will depend on the number of turbines within that taxing body's district (for example, the revenue received by a local school district will depend on the final number of turbines sited in that district).

Table 1.6.2 Projected Property Tax Revenues generated from 303.6 MW

Taxing Entity	Average Annual Revenues over 30 years	Lifetime (30 years) Revenues
Local School Districts	$1,459,885	$43,796,590
Morgan County	$326,115	$9,783,445
Local Road Districts	$184,466	$5,533,989
Lincoln Land Community College	$154,194	$4,625,814
Local Fire Districts	$59,389	$1,781,699
West Sangamon Library[4]	$4,320	$129,614

Project staff and representatives have also built considerable relationships with local leaders and organizations emphasizing the value the Project can bring to the area. This outreach includes contributions in community grants supporting many organizations in the Morgan County community. A summary of the Project's community grant program is included in Appendix 6.

1.7 Compliance with Federal, State, and Local Requirements

As detailed below, the Project will comply with all Federal, State, and Local requirements prior to commencement of construction activities. All studies, permitting milestones, and coordination activities required in the Ordinance have been initiated or completed.

[3] Illinois Department of Revenue. Wind Energy Device Valuation. http://www.revenue.state.il.us/LocalGovernment/PropertyTax/WindEnergyDeviceValuation.pdf

[4] While the Project footprint overlaps the West Sangamon Library district, the Project is solely located in Morgan County.

1.8 Decommissioning

Section V.B.5 of the Ordinance requires an applicant seeking a Siting Approval Permit to submit a proposed Decommissioning Plan to Morgan County as part of the Application. The Applicant retained Westwood Professional Services, Inc. (Westwood) to prepare a proposed Decommissioning Plan in accordance with Section X of the Ordinance. A copy of the proposed Decommissioning Plan is included in Appendix 7. Please see Section 6 of this Application for a more complete discussion of the Project's proposed Decommissioning Plan.

2 Federal Compliance and Notifications

The Project submitted applications to, entered into agreements with, or otherwise conferred with the following federal regulatory agencies:

2.1 Federal Aviation Administration

The FAA has the regulatory authority to evaluate and permit structures which may pose a hazard to aviation. When evaluating a wind farm, FAA issues two determinations under the following federal regulations:

- U.S. Department of Transportation FAA Code of Federal Regulations, Part 77, dated March 1993—Objects Affecting Navigable Airspace; and
- U.S. Department of Transportation FAA Advisory Circular 70/7460-1K, Obstruction Marking and Lighting.

The maximum tip height of the wind turbines proposed for the Project is 598.6 feet above ground elevation. This maximum potential height conforms to the Ordinance's limitation of 600 feet.

In June 2019, the Applicant submitted a partial array filing to the FAA seeking a Determination of No Hazard for 15 turbine locations in the Project area at a turbine height of 599 ft. That application initiated a lengthy review process with the FAA to get a head start on analyzing potential aviation impacts of the Project. On August 25, 2019, the FAA issued Notices of Presumed Hazard for the turbine locations in the partial array filing, a standard step in the review process for any structure over 500 feet. On February 18, 2020, the Applicant submitted a final array to the FAA comprising the turbine locations submitted in this Application, fulfilling the requirement in Section V.B.5 of the Ordinance. That application is included in Appendix 8 of this Application. The FAA is conducting further study on the proposed turbine array with a final determination expected in the coming months.

Section VI.D.4 of the Ordinance requires an applicant to install Aircraft Detection Lighting Systems (ADLS) or other similar technology to reduce light pollution and visual impacts caused by WECS Towers provided the lighting technology is available and approved by the FAA. Wind turbines are required to have appropriate lighting to effectively alert aircraft of turbine locations, as regulated by the FAA. ADLS uses a combination of radar and associated software to control when turbine lights turn on. Under normal conditions, the lights stay off. If an aircraft enters the airspace near a wind project, the lights turn on. When the aircraft leaves that space the lights turn off again and remain off until another aircraft enters the space. This can significantly reduce the amount of time turbine lights are on and minimize potential nighttime light concerns. The Applicant has informed the FAA that it plans to file an application for ADLS after the agency issues final determinations on the final turbine array submitted on February 18.

2.2 United States Army Corps of Engineers

The United States Army Corps of Engineers (USACE) is responsible for regulating the discharge of dredged or fill material into waters of the United States, including wetlands, under Section 404 of the Clean Water Act (CWA). This can often include waterways and ditches that would not appear, based on size or water flow, to qualify as a jurisdictional wetland or waterbody.

The Applicant deployed Tetra Tech to conduct delineations of wetlands and other waters of the United States (WOUS) for the Project to determine the extent of potentially jurisdictional wetlands and other WOUS. Results of delineations completed to date have been used to inform Project design to ensure regulatory compliance with Section 404 of the CWA. Based on current design, it is anticipated that the Project can be authorized under USACE Nationwide Permit 12 with no pre-construction notification required.

2.3 National Telecommunications and Information Administration

On November 18, 2019, the Applicant submitted a notification letter to the National Telecommunications and Information Administration (NTIA) describing the Project to determine potential impacts. The Applicant received a response letter from the NTIA on January 24, 2020, indicating that no relevant federal agencies had concerns with wind turbine construction in the Project area. A copy of the response letter is included in Appendix 9.

2.4 United States Fish and Wildlife Service

As shown in Table 2.4 below, the Applicant has been coordinating with the United States Fish and Wildlife Service (USFWS) regarding the environmental impact of this Project since early 2018. The table below provides details on meetings with USFWS and milestones reached to date.

Table 2.4 Agency coordination milestones for the proposed Lincoln Land Wind Project.

Date	Subject
February 27, 2018	Lincoln Land Wind requested data from the USFWS on listed bat roosts and hibernacula, eagle nests, and any federally listed species that are known to occur within the vicinity of an original area of interest.
February 27, 2018	USFWS provided detailed information on all federally listed species in the area, other bat species found locally, and known 2018 bald eagle nests.
April 26, 2018	Lincoln Land Wind met with USFWS to receive input on the Tier 1, Tier 2, and Stage 1 risk review and agree upon a Tier 3/Stage 2 study plan.
May 21, 2019	Lincoln Land Wind met with USFWS and IDNR to discuss results of year 1 surveys and agree upon next steps to ensure regulatory compliance.

As a result of agency input, numerous studies were completed by third-party consultants to assess risk to birds, bats and other wildlife. The studies are provided in Appendix 10 and include: raptor nest surveys in 2018 and 2019; avian use surveys, initiated in 2018 and continuing through 2020; breeding habitat assessments for upland sandpiper (*Bartramia longicauda*) and black-billed cuckoo (*Coccyzus erythropthalmus*) in 2019, and for northern long eared bat (*Myotis septentrionalis* [NLEB]) and Indiana bat (*Myotis sodalist* [INBA]) in 2018; presence/probable absence bat surveys in 2018; and habitat assessments and presence/probable absence surveys for lined snake (*Tropidoclonion lineatum*) in 2018. A more thorough description of each study is provided below.

Birds

No federally listed bird species were recorded during baseline studies. Four state-listed threatened or endangered species were documented during baseline studies: northern harrier (*Circus hudsonius*; state-endangered), upland sandpiper (state-endangered), short-eared owl (*Asio flammeus*; state-endangered) and black-billed cuckoo (state-endangered). These species were observed in relatively low numbers, except for the northern harrier, which is generally a ubiquitous species observed during spring, fall and winter in the region. Upland sandpiper and black-billed cuckoo were documented onsite during the breeding season. As a result, additional habitat assessments were completed in accordance with the Illinois Department of Natural Resources (IDNR) recommendations to ensure potential disturbance to these species during Project construction will be avoided. (*See* Section 3.1, below, for further discussion.) No bald eagle (*Haliaeetus leucocephalus*) nests were documented within two miles of the Project and no non-eagle raptor nests were observed within the Project, suggesting low nest density and low risk of impact to nesting raptors, including eagles, from the construction or operation of the Project. Impact to all birds from operations, including raptors and eagles, is also expected to be low year-round.

Bats

Based on mist-net and acoustic bat surveys, probable absence of the federally threatened Northern Long-eared Bat (NLEB) is considered likely throughout the Project. Probable absence of the federally endangered Indiana Bat (INBA) is considered likely throughout most of the Project; however, acoustic surveys suggest that INBA is likely to utilize the suitable habitat located in the southwest portion of the Project. In accordance with the Illinois/Iowa USFWS Ecological Services Field Office draft Technical Assistance Letter (TAL) Guidelines, turbines will be sited 1,000 feet from suitable summer habitat for INBA and NLEB or be fully feathered from May 16 to July 31 from sunset to sunrise at wind speeds below 6.9 meters/second (m/s). In addition, turbines will be fully feathered from August 1 to October 15, from sunset to sunrise, at wind speeds below 6.9 m/s, as a measure to reduce the likelihood of take (defined in the Endangered Species Act). These measures are intended to eliminate the potential for listed bat take, and to also minimize the potential take for all bat species, as demonstrated in recent operational curtailment studies.

Lined Snake

The Project is within the range of the state-threatened lined snake and suitable habitat occurs onsite; however, probable absence of the species was confirmed through IDNR-approved on-site surveys. Given the results of this survey, no minimization or avoidance measures are necessary to minimize risk to the lined snake.

Based on survey results and the minimization and avoidance measures outlined above, both USFWS and IDNR concurred that risk to federally and state listed species is low and that no additional surveys are necessary for the Project to move forward into construction/operation.

2.5 United States Department of Agriculture

The Applicant will submit the Project's Site Map to the local United States Department of Agriculture (USDA) office to determine if any land used in the Project is participating in the USDA's Conservation Reserve Program (CRP). The Applicant will comply with USDA rules regarding CRP land.

3 State of Illinois Compliance and Notifications

Compliance with State of Illinois rules and regulations involved permit applications, consultations and/or agreements with the following agencies:

3.1 Illinois Department of Natural Resources

IDNR does not issue permits for wind farms. However, there are three areas in which IDNR may conduct an evaluation as part of the wind farm siting process:

WETLAND/FLOODPLAIN EVALUATIONS

IDNR has been consulted to determine whether the Project meets the construction criteria under IDNR Statewide Permit No. 6 – Minor, Non-Obstructive Floodway Construction Activities. The Applicant anticipates satisfying these criteria and therefore the Project will be eligible to proceed under IDNR Statewide Permit No. 6 due to the demonstrated minimal wetland and limited floodplain impact.

ECOCAT

IDNR may also be consulted by a governmental body approving a permit for potential impacts to Threatened or Endangered Species. This consultation is referred to as the Ecological Compliance Assessment Tool (ECOCAT). As a result of the consultation process, IDNR may issue recommendations to the local governmental body, but the governmental body is not required to accept them.

Appendix 10 includes the ECOCAT filing (ECOCAT # 1808749). ECOCAT contains the Section, Township, and Range data of the Project and generates a project map. Species of concern within the identified project area (and/or which may be affected by migrating through or, by reason of the project, avoiding the identified area) are examined.

ECOCAT requires state agencies and units of local governments to consider the potential adverse effects of proposed actions on Illinois endangered and threatened species and sites listed on the Illinois Natural Areas Inventory.

The ECOCAT process:

- Does not result in permits of any kind, but rather makes recommendations. Permits must be obtained from the respective regulatory agency;
- Does not satisfy the requirements of the federal Endangered Species Protection Act of 1972 and implementing regulations;
- Cannot prohibit or prevent a proposed action;
- Does not preempt, override, reduce or interfere with the powers of local governments or State agencies;
- Does not address impacts to natural resources which do not enjoy protected status, except to the extent they entail cumulative indirect adverse effects to protected resources; and
- Cannot protect or conserve listed species, Natural Areas, or Nature Preserves without the active participation and cooperation of agency and local officials.

ENDANGERED SPECIES CONSULTATION

The Applicant filed the ECOCAT submittal on March 14, 2018 based on an original area of interest within Morgan County. The Applicant had an introductory meeting with IDNR on April 23, 2018 to introduce the Project and discuss potential environmental impacts of the Project.

IDNR issued its official ECOCAT consultation response to the Applicant and the Morgan County Regional Planning Commissioner Director on May 24, 2018. (*See* Appendix 10). The following table outlines IDNR's recommendations and Lincoln Land Wind's responses; survey results and studies are discussed above in Section 2.4.

Table 3.1 IDNR Recommendations and Lincoln Land Wind Response

IDNR Recommendation	Lincoln Land Wind Response
Recommendation #1: The Department recommends the County consider imposing a requirement to the applicant to perform mist-net and acoustic bat surveys in wooded areas within or adjacent to the project area.	Mist net and acoustic surveys were completed in accordance with IDNR recommendations and USFWS guidelines in 2018.
Recommendation #2: The Department recommends the County consider imposing a requirement for the applicant to curtail turbine operations below wind speeds of 5.0 m/s during the period from July 15 through October 15 to conserve endangered, threatened, and non-listed bats.	Risk to federally listed bats (and therefore state listed bats) during fall migration will be minimized by feathering turbines from August 1 to October 15 at night at speeds up to 6.9 m/s in accordance with USFWS Guidelines for Wind Facilities Seeking a "Technical Assistance Letter".
Recommendation #3: The Department recommends the County consider imposing a requirement to conduct three years of mortality monitoring from July 1 to October 15 to statistically quantify bird and bat mortality, by species, due to turbine operations.	Post-construction monitoring surveys will be designed in coordination with IDNR and USFWS, and will be completed for a reasonable period as required in the Ordinance.
Recommendation #4: The Department recommends the County consider imposing a requirement for the applicant to conduct biological surveys for the presence of the State-listed threatened Lined Snake.	Lined snake presence/probable absence surveys were completed in accordance with IDNR recommendations in 2018.

ILLINOIS HISTORIC PRESERVATION REVIEW

Under the Illinois State Agency Historic Resources Protection Act, the Illinois Historic Preservation Division at IDNR (SHPO) studies the potential effects on archaeological and/or architectural (cultural) resources for projects that are funded by state or federal agencies. The Applicant anticipates that a General Storm Water Permit will be needed from the Illinois Environmental Protection Agency for construction. Accordingly, the Applicant has initiated archeological and architectural surveys to ensure a well-sited and low-impact Project. These surveys involved compilation and assessment of the following information:

- Complete description of Project;
- Project map;
- Project site plans and specifications;

- Project location;
- Existing site conditions (agricultural fields);
- Total acreage involved in project;
- Documentation of any prior non-agricultural disturbance at project site (photos, soils report, etc.);
- Current photos of structures impacted by the project and of any standing structures within the project area;
- Possible date of original construction of structure; and
- Any known historical information, i.e., whether structure significant in the community or is it associated with an individual of significance.

ARCHAEOLOGICAL STUDY

The Applicant completed an initial desktop review of the initial area of interest to inform Project siting and design. The Applicant initiated a Phase I cultural resource pedestrian survey in April 2019, which involved a field investigation of approximately 175 acres within portions of the Project area that fall within "Archaeological Resource Potential areas" as defined by the SHPO. Results of initial surveys concluded that the Project was unlikely to have an adverse effect on archaeological sites or historic properties. Additional surveys will be completed in spring 2020 within unevaluated areas where facilities are planned based on final design.

ARCHITECTURAL STUDY

The Applicant completed an initial desktop review of the initial area of interest to inform Project siting and design. The Applicant initiated an Architectural Reconnaissance Survey in May 2019, which included assessment of all structures within 1.5 miles of the Project boundary that are visible from public roads/right-of-way for cultural significance. Results of initial surveys suggest the Project is unlikely to have adverse impacts to historic properties, and the Applicant anticipates receiving final results in early 2020.

The Applicant has engaged with the SHPO regarding the archaeological and architectural studies currently underway in the Project area. Once these studies are completed in spring 2020, the Applicant will share the results with the SHPO and seek a concurrence letter demonstrating that the Agency concurs with the impact findings and mitigation practices (if applicable) proposed by the Applicant.

3.2 Illinois Environmental Protection Agency

The Illinois Environmental Protection Agency (IEPA) Division of Water Pollution Control is responsible for regulating wastewater discharges to Illinois streams and lakes, which includes issuance of stormwater permits under the National Pollutant Discharge Elimination System (NPDES) program.

Lincoln Land Wind will obtain a NPDES Permit for construction activities prior to the initiation of Project construction. To satisfy all standards for obtaining a NPDES permit, the Project will design a Stormwater Pollution Prevention Plan (SWPPP) to meet the requirements of the IEPA for stormwater discharge during construction activities. A detailed construction SWPPP will be developed for the Project to minimize potential for discharge of pollutants from the site during construction activities. The SWPPP will include both structural and non-structural best

management practices (BMPs). Examples of structural BMPs may include the installation of silt fences and/or other physical controls to divert flows from exposed soils, or otherwise limit runoff and pollutants from exposed areas of the site. Examples of non-structural BMPs include implementation of materials handling, disposal requirements and spill prevention methods. In addition, Lincoln Land Wind will utilize BMPs to avoid impacts to recent efforts made in the Lake Mauvaisterre Watershed Implementation Plan and Pollution Reduction Initiative improving water quality in Lake Mauvaisterre and Lake Jacksonville.

Before the commencement of construction on the Project, the Applicant will file a notice of intent and accompanying SWPPP for a general permit to discharge relating to storm water discharges during Project construction.

3.3 Illinois Pollution Control Board

The Illinois Pollution Control Board (IPCB) has promulgated regulations under 35 Ill. Admin. Code Sections 900, 901 and 910 that are applicable to wind farms. Under 35 Ill. Admin. Code §901, a WECS Project operating in an agricultural field (Class C Land) cannot cause an exceedance of sound levels to residential land (Class A Land) as highlighted in the excerpt below:

35 Ill. Admin. Code Section 901.102 Sound Emitted to Class A Land

DAYTIME SOUND LEVELS

a) Except as elsewhere provided in this Part, no person shall cause or allow the emission of sound during <u>daytime hours</u> from any property-line-noise-source located on any Class A, B or C land to any receiving Class A land which exceeds any allowable octave band sound pressure level specified in the following table, when measured at any point within such receiving Class A land, provided, however, that no measurement of sound pressure levels shall be made less than 25 feet from such property-line-noise-source.

Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving Class A Land from		
	Class C Land	**Class B Land**	**Class A Land**
31.5	**75**	72	72
63	**74**	71	71
125	**69**	65	65
250	**64**	57	57
500	**58**	51	51
1000	**52**	45	45
2000	**47**	39	39
4000	**43**	34	34
8000	**40**	32	32

NIGHT TIME SOUND LEVELS

b) Except as provided elsewhere in this Part, no person shall cause or allow the emission of sound during nighttime hours from any property-line-noise-source located on any Class A, B or C land to any receiving Class A land which exceeds any allowable octave band sound pressure level specified in the following table, when measured at any point within such receiving Class A land, provided, however, that no measurement of sound pressure levels shall be made less than 25 feet from such property-line-noise-source.

Octave Band Center Frequency (Hertz)	**Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving Class A Land from**		
	Class C Land	Class B Land	Class A Land
31.5	**69**	63	63
63	**67**	61	61
125	**62**	55	55
250	**54**	47	47
500	**47**	40	40
1000	**41**	35	35
2000	**36**	30	30
4000	**32**	25	25
8000	**32**	25	25

(Source: Amended at 30 Ill. Reg. 5533, effective March 10, 2006)

SOUND COMPLIANCE STUDY

The Applicant hired RSG to perform a sound modeling analysis for the proposed Project area. The GE127 turbine at 114m hub height was considered for the analysis. The analysis was performed in accordance with the standard ISO 9613-2, taking into account typical industry standards for modeling inputs and assumptions. The analysis is over-inclusive and therefore incorporated conservative assumptions since it evaluated all 119 proposed turbine locations, although a maximum of 107 turbine locations will be utilized for the Project. Another conservative parameter adopted by the study is that it included a 2 decibel (dB) uncertainty factor on top of the manufacturer's total sound output values.

The study, attached as Appendix 4, demonstrates that the Project will comply with the Illinois Pollution Control Board's noise regulations. To achieve full compliance, the Project will operate 47 out of 119 turbine locations in a Noise Reduced Operating (NRO) mode to accommodate the IPCB nighttime noise limits. There are three NRO modes utilized for the Project assuming that the Project selects the GE127 turbine. If the GE140, V150, or N149 turbines are selected, the Applicant will provide the County with a sound compliance study demonstrating compliance with IPCB standards for the selected machine prior to applying for a building permit.

POST-CONSTRUCTION NOISE ASSESSMENT

In accordance with Section VI.M of the Ordinance, after the Project has been operating for one year, the Applicant will hire a qualified third-party professional to conduct a sound study to evaluate compliance with the state's sound standards. The analysis and results of the post-

construction noise assessment will be presented in a report that will be submitted to Morgan County.

3.4 Illinois Department of Agriculture

The Illinois Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147/1, *et seq.*) requires the owner of a wind farm to enter into an Agricultural Impact Mitigation Agreement (AIMA) prior to a public hearing on a siting permit application. The intent of the AIMA is to preserve and/or restore the integrity of affected agricultural land during construction and decommissioning activities. Section V.B.7 of the Ordinance requires the Applicant to provide an AIMA between the Applicant and the Illinois Department of Agriculture. A copy of that AIMA, signed by the Applicant, is included in Appendix 11 and was sent to the Illinois Department of Agriculture on February 11, 2020. The Applicant will provide the County with an AIMA entered into with Illinois Department of Agriculture prior to a public hearing on this Application, as required in Section VI.N of the Ordinance.

4 Morgan County and Other Local Permits, Approvals, Agreements, and Notifications

In the State of Illinois, the lead permitting body for a wind farm is the county board of the county in which the project is located. The Illinois Counties Code expressly authorizes a county to "establish standards for wind farms and electric generating wind devices." (See 55 ILCS 5/5-12020.) Pursuant to this authority, although Morgan County has not adopted a zoning code, the County enacted siting standards for wind farms when it approved the Ordinance. The Ordinance specifies a variety of compliance requirements for approval of a site permit application. These requirements are discussed further below.

4.1 Design Safety Certification

All wind turbines are built to conform to industry standards including the American National Standards Institute ("ANSI"). The Applicant will provide a copy of wind turbine design compliance for the turbine model that is selected before the Applicant applies for WECS Building Permits.

Should the Board issue a Siting Approval Permit for the Project, pursuant to Section VI.A.2 of the Ordinance, the Applicant will present a certification from a qualified structural engineer, as part of the WECS Building Permit application, stating that the foundation and tower designs for the Project are compatible with and within acceptable standards given local soil and climate conditions. (Note that the engineering certification will also be sufficient to satisfy Section VI.R of the Ordinance; however, in contrast to Section VI.A.2 of the Ordinance, which appears earlier in the Ordinance, Section VI.R seems to require that an engineering certification be included with an application for a Siting Approval Permit. The Applicant submits a letter from Barr Engineering Co. pursuant to Section VI.R of the Ordinance, which is included in Appendix 15. As the letter indicates, an engineering assessment is not possible at this time on the grounds that the data necessary for such an analysis are proprietary to the turbine manufacturer and unavailable at this time since a turbine has yet to be selected. The Applicant requests that the County exercise its discretion in harmonizing the competing provisions to interpret the Ordinance in a manner that allows the Applicant to submit the engineering certification at the time the Applicant applies for a WECS Building Permit, which represents a more typical and reasonable approach.)

4.2 Controls and Brakes

All wind turbine models under consideration for the Project will be equipped with control systems and brakes. All turbine models will also be capable of control with a Process Logic Controller (PLC) system that detects over-speed situations (electronic detection). The PLC system includes a redundant braking system, aerodynamic over-speed controls such as variable pitch where the turbine blade pitches out of the wind and functions as a supplemental brake in addition to the mechanical brakes used by each turbine.

4.3 Electrical Components

All electrical components for the Project will conform to applicable national, state and local codes and relevant national and international standards such as ANSI. All electrical wires and cables connecting each wind turbine to other turbines will be installed underground to a depth of at least 48 inches in accordance with participating landowner agreements until they reach a substation.

4.4 Aesthetics and Lighting

The tower and blades for each wind turbine will be painted with a non-reflective unobtrusive color. The surface of each turbine will consist of non-reflective material. All wind turbine surfaces will be designed to resist erosion. No advertising or signage, outside of safety warnings or standard manufacturer markings, will be affixed to any of the turbines, and each turbine will comply with any other Morgan County ordinances relating to signage.

As discussed in Section 2.1, above, the Applicant will submit a request to deploy ADLS technology on the Project to the FAA for approval after receiving final determinations from the FAA on the proposed turbine locations.

4.5 Compliance with the Federal Aviation Administration

A detailed summary of Project compliance with all applicable FAA requirements has been included in Section 2.1 of this Application.

4.6 Warnings

Signage, including a visible warning concerning voltage and an 24/7 emergency contact number, will be placed at the base of all pad-mounted transformers at the Project substation, as well as at the entrance of access roads that connect to each Project wind turbine.

The wind turbine support towers, by design, will be self-supporting and not require guy wires. If guy wires are used for the MET towers, they will have reflective warning markers.

4.7 Climb Prevention

Access to the inside of wind turbines and to the Project substation will be limited to Project employees. Each wind turbine will be mounted on a tubular tower which will be a smooth, tapered monopole structure. The only climbing access will be by ladder or lift located inside the tower. The door to the tower will be kept locked. By design, the towers will be externally un-climbable.

4.8 Setbacks

In designing the layout for the Project, the Applicant worked with Participating Landowners to minimize impacts to farmland, residential properties, and any other site-specific concerns such as stream crossings. Where possible, the Project also tried to exceed minimum setbacks to primary residences.

In taking a conservative approach to setbacks from Project infrastructure, the proposed layout for the Project meets or exceeds the setbacks prescribed under Section VI.H of the Ordinance as follows and as shown in the County Setbacks map in Appendix 1.3:

- **Setback from Primary Structures:** All wind turbines and proposed turbine models have been sited at least 1320 feet from participating Primary Structures (as defined in the Ordinance) and 1650 feet from non-participating Primary Structures.

- **Setback from all Public Roads, Third Party Distribution and Transmission Lines, and Communications Towers:** All wind turbines and proposed turbine models have been sited 1.1 times the WECS Tower Height from these structures.

- **Setback from adjacent Parcel Lines:** All wind turbines and proposed turbine models have been sited 1.1 times the WECS Tower Height from neighboring parcel lines, or a setback waiver has been obtained from the owner of the neighboring parcel, as allowed by the Ordinance.

- **Setback from Public Conservation Lands:** All wind turbines and proposed turbine models have been sited at least 750 feet from the property line of any Public Conservation Lands (as defined in the Ordinance).

4.9 Use of Public Roads

The Applicant has engaged in discussions with Morgan County's Engineer and applicable Road District Commissioners in the Project on both the public road design plans and draft Road Use Agreements. The Applicant expects to execute Road Use Agreements with Morgan County and the Road Districts soon and will ensure that agreements are in place before issuance of a WECS Building Permit as required in Section VI.J.2.b the Ordinance. In addition, the Applicant will get approval of the roads planned to be used from the respective Road District Commissioners and the County Engineer prior to the granting of the Siting Approval Permit. The Applicant has conducted a pre-construction baseline survey for all roads the Project intends to use as required in Section VI.J.2.a of the Ordinance, a copy of which is included in Appendix 12.

4.10 Communications Analysis

To comply with Section VI.L.3 of the Ordinance, the Applicant must take commercially reasonable steps to minimize or mitigate any severe interference with microwave transmissions, residential television interference, or radio reception. The Project commits to undertaking commercially reasonable steps to respond to a written complaint related to interference caused by the Project as is required by the Ordinance. The Project will also take immediate actions to mitigate or minimize interference with communications that impact local government public safety as required in the Ordinance. The Applicant will also provide copies of the Project Summary and Site Plan to all applicable microwave transmission providers.

The Applicant contracted with Evans Engineering to conduct a communications analysis as required in Sections VI.L.1 and VI.L.2 of the Ordinance. The study found that no FCC-licensed land mobile or public safety transmitting stations are expected to be adversely affected. The study also assessed television channels within and beyond 1½ miles of the footprint of the Project to serve as a baseline reading for television reception conditions prior to the construction of the Project. The study indicates steps that may be taken should interference occur due to operations of the Project. A copy of the communications study is attached to the Application as Appendix 13.

4.11 Noise Levels

Please see Section 3.3 of the Application for a discussion demonstrating how the Project will comply with the Illinois Pollution Control Board's noise rules and regulations. The discussion references a sound study conducted by a qualified third-party professional that is attached as Appendix 4 to the Application.

4.12 Avian and Wildlife Impact Study

The Ordinance requires that a third-party, qualified professional conduct an avian and wildlife impact study. The Applicant hired WEST, Inc. to conduct bat, bird, and lined snake studies in the Project area. Those studies are provided in Appendix 10 and a summary of the results of the studies is included in Section 2.5 above.

4.13 Agricultural Impact Mitigation Agreement

The Ordinance requires that the Applicant provide an Agricultural Impact Mitigation Agreement (AIMA) between the Applicant and the Illinois Department of Agriculture with siting permit application. Attached as Appendix 11 is an AIMA that the Applicant has entered into with the Illinois Department of Agriculture. Please see Section 3.4 above for more details about the Project's AIMA.

4.14 Property Value Impact Study

Section XII.C.3 of the Ordinance allows the Board to approve a siting approval permit application if it finds that a project will not substantially diminish and impair property values of surrounding properties. MaRous and Company conducted a detailed analysis of the Project area, reviewed literature of county assessors in Illinois and other states across the Midwest, and examined home and property sales in wind projects around the region. The result of the review by Marous and Company is a study that determined that the Project would not have a negative impact on rural residential or agricultural property values in the surrounding area. MaRous and Company have extensive experience conducting market analyses of a variety of energy projects in the Midwest, as well as residential, commercial, and industrial developments, religious facilities, and recreational use sites. A copy of the study is provided in Appendix 14.

4.15 Height

Section VI.P of the Ordinance imposes a limit of 600 feet for the total height of a wind turbine. The maximum total height for the Project's turbines will not exceed 600 feet and will be compliant with all applicable FAA regulations.

4.16 Icing Conditions

In accordance with Section V.T.7 of the Ordinance, the Applicant will deploy two methods to detect icing conditions on turbine blades. First, turbine sensors and the turbine control system will assess ice accumulation. Second, the Project will monitor meteorological data to ascertain whether ice accumulation is likely to occur. The Project will be designed to shut down turbines if these conditions occur or the Applicant will manually shut down turbines if icing conditions are present.

4.17 Railroad Easements and Crossings

As depicted in the Project Summary map in Appendix 1.1, several rail lines transect portions of the Project's footprint. As a result, there are several locations in the Project area that will require a crossing agreement with railroad companies that operate rail lines in the Project. Two sections of underground collection cables connecting turbines C18, C19, C20, C21, C22, C24, C25, C26, C27, C28, and C30 (as depicted in the Project Summary map) necessitate running underground collection cables parallel to the railroad and within the railroad's right-of-way. A fully executed crossing agreement will be provided with the application for a WECS Building Permit. To demonstrate that the Project intends to pursue a crossing agreement to use the railroad's right-of-way, a copy of the railroad's standard crossing agreement is included in Appendix 19.

In the event that a crossing agreement cannot be executed for the above-referenced underground collection cables, the Applicant will remove from consideration the 11 turbine locations indicated above.

4.18 Coordination with Emergency Responders

Section VII.B.3 of the Ordinance requires that the Applicant cooperate with local emergency responders to develop an emergency response plan. The Applicant provides a draft Emergency Action Plan in Appendix 16. This draft plan is intended to demonstrate the attention, diligence, and resources the Applicant dedicates to safety and responding to emergency situations of all kinds. The Applicant will work with local responders to finalize the plan in the coming months.

In addition, on October 2, 2019, the Applicant's Director of Safety, John Boyle, coordinated with Phil McCarty, director of the Morgan County and Jacksonville Emergency Management Department, to host an initial emergency response training session for Morgan County first responders. The primary purpose of the training sessions was to introduce the Project, provide information about safety issues related to the wind farm construction and operation, and to set up communication channels for future coordination. As a former emergency responder, Mr. Boyle was able to establish important relationships for future collaboration to ensure safe operations at and around the Project.

Roughly 50 officers and fire fighters attended the trainings, representing the following fire departments:

1. Jacksonville Fire Department
2. Franklin Volunteer Fire Department
3. Woodson Volunteer Fire Department
4. Ashland Volunteer Fire Department
5. Waverly Volunteer Fire Department
6. Alexander Volunteer Fire Department

7. South Jacksonville Volunteer Fire Department

4.19 Shadow Flicker

The Applicant hired ArcVera Renewables to perform a shadow flicker modeling analysis for the proposed Project area. Openwind, a standard industry software, was used to perform the shadow flicker modeling. The GE127 turbine at 114m hub height was considered for the analysis. The analysis reflects a conservative approach in that all 119 turbine locations were evaluated, even though no more than 107 turbines will ultimately be utilized. If the GE140, V150, or N149 turbines are selected, the Applicant will provide the County with shadow flicker studies demonstrating compliance with the Ordinance.

The study from ArcVera Renewables, which is provided in Appendix 3, shows that one participating structure will exceed the 30 hours per year shadow flicker limit, and that one non-participating business structure will exceed the 30-hour limit. Apex will mitigate for the two structures over the limit by either implementing a shadow flicker operating procedure, shifting the turbine(s) less than 250 feet to be compliant, not building the turbine(s), or obtaining waivers from the landowners.

4.20 Drainage Plan

Section VII.F of the Ordinance requires the Applicant to repair drain tile systems that are damaged by Project construction. In addition, the lease agreements with Participating Landowners and the AIMA include requirements pertaining to repair of drainage tiles. The Applicant will comply with all state and local requirements related to the treatment and repair of drainage tiles. To that end, the Applicant includes a draft Drainage Tile Repair Plan for Morgan County's consideration and approval in Appendix 17.

4.21 Draft Forms of Financial Assurance

Appendix 18 includes copies of the draft forms of financial assurance for the Decommissioning Plan and road repairs as required in Sections X.A.7 and VI.J.2.b of the Ordinance, respectively.

5 Project Operations

The Project will be staffed locally from an O&M building co-located with Ameren's switchyard and the Project's substation. The Project will be operated and maintained by a team of roughly 14 personnel depending on the chosen turbine model, including facility managers, a site manager, and a certified crew of technicians. All contact information for the Project's facilities including the names of key Project staff will be provided to relevant Morgan County and Project Road District officials and authorities, and participating landowners.

5.1 Project Maintenance

During operations, the O&M staff will perform scheduled, preventive maintenance on the turbines. This is typically done in conjunction with representatives from the turbine manufacturer. Turbine maintenance is performed twice a year as a semiannual and annual maintenance. Semiannual maintenance is conducted on the turbine for 10 hours with a crew of technicians. It consists of lubrication, fluid checks, minor electrical inspections and checks of turbine functionality. The annual maintenance is a 36-hour inspection with a crew of technicians. During this inspection, the

entire turbine is maintained, including but not limited to bolt torque checks on tower and all major components, lubrication and filter changes, electrical inspections, pitch calibrations, and blade inspections. The onsite operations team also will drive throughout the Project on a daily basis conducting unrecorded visual inspections of the Project. This team will be at the Project site or O&M building during normal business hours and will also have specified personnel on-call 24 hours per day, seven days per week, should an issue arise outside of normal business hours.

Pursuant to Section VII.A. of the Ordinance, the Applicant will submit an operation and maintenance report on an annual basis to Morgan County.

5.2 Coordination with Emergency Responders

As required in Section VII.B of the Ordinance, the Applicant will provide, at its expense, annual training and necessary equipment to local emergency responders so they can properly respond to a potential emergency at the Project. The Applicant will also cooperate with local emergency responders to develop an emergency response plan that includes a 24-hour contact information for the Project and at least three of its representatives. Pre-operations coordination with emergency responders is discussed in Section 4.18 above.

5.3 Materials Handling, Storage, and Disposal

All solid wastes generated during the construction, operation, and maintenance of the Project will be removed from the site promptly and disposed of in accordance with all federal, state and local laws and regulations regarding waste disposal in accordance with Section VII.C. of the Ordinance.

It is not anticipated that the construction, operation and maintenance of the Project will result in the generation of any hazardous wastes. If hazardous waste is produced it will be handled according to local, state or federal laws and regulations.

Safety Data Sheets will be retained at the O&M building and copies of these sheets will be provided to the local fire departments in accordance with federal laws and regulations.

The Project will comply with all existing applicable septic and well regulations of Morgan County and the State of Illinois.

5.4 Liability Insurance

Section IX of the Ordinance requires a wind energy project to maintain a current insurance policy to cover installation and operation of the project beginning with issuance of a WECS Building Permit. The Applicant will maintain and pay for (a) comprehensive commercial general liability insurance with limits of not less than $5,000,000 per occurrence, and (b) excess liability insurance with a limit of not less than $20,000,000 in the aggregate, in each case for injury to any person and for damage to property. The Applicant will procure an applicable insurance policy through a reputable insurance provider with a net worth of at least $50,000,000. The Applicant will also ensure that an annual certificate of insurance will be provided to Morgan County.

5.5 Complaint Resolution

The Applicant will coordinate with the County to develop a system for logging and investigating complaints relating to the operation of the Project. The Applicant commits to resolving any

complaint on a case-by-case basis and will provide written confirmation to the Regional Planner after complaints are resolved. The Applicant will maintain a toll-free telephone number and an email address as a public information/complaint "hotline". The telephone number and email account will be staffed by a Project employee on a 24-hour basis, seven days per week.

6 Decommissioning Plan

Section X of the Ordinance requires an applicant seeking a Siting Approval Permit to work with Morgan County to formulate a Decommissioning and Site Reclamation Plan (Decommissioning Plan) to ensure that the Project is properly decommissioned at the end of its useful life. The Decommissioning Plan must be prepared by an independent certified Illinois Professional Engineer and must include the following:

1. Provisions describing the events for triggering decommissioning for the project;
2. A description of the methods and costs for decommissioning and removing the project's infrastructure, both above-ground and below-ground;
3. A description of the methods and costs for restoring soil and vegetation for areas disturbed by the construction and operation of the project;
4. A schedule and permit list necessary to perform the decommissioning tasks;
5. A description of the methods for identifying hazardous materials;
6. Submission of a draft form of Financial Security sufficient to cover the estimated costs for decommissioning activities;
7. A provision indicating that the Decommissioning Plan shall be binding on the Applicant and its successor-in-interest or assigns;
8. A confirmation by affidavit that the obligation to decommission the Project has been incorporated into agreements with Participating Landowners;
9. A provision that provides the authority to the County to transfer Project infrastructure to salvage firms;
10. Identification and procedures for the County to access Financial Assurances; and
11. A provision granting the County access to the Project site for decommissioning purposes.

The Applicant commissioned Westwood to prepare a proposed Decommissioning Plan for Lincoln Land Wind which both fulfills the decommissioning requirements of the Ordinance and aligns with the decommissioning commitments contained within the Project's AIMA. A copy of the Decommissioning Plan is included in Appendix 7.

Westwood determined the estimated decommissioning costs for the four turbine models submitted with this Application. The Decommissioning Plan provides the estimated cost of decommissioning each of the models based on the requirements in the Ordinance as well as cost assumptions based on a variety of factors including the future land use after decommissioning, engineering and construction practices, road and turbine removal, salvage value of Project materials, and more. A summary of the results of Westwood's analysis is provided in Table 6 below.

Table 6. Summary of Decommissioning Costs

Turbine Model	Cost Per Turbine (less salvage value)	Estimated Total Cost
GE127 (107 turbines)	$112,352	$12 million
GE140 (99 turbines)	$103,422	$10.2 million
V150 (72 turbines)	$111,720	$8 million
N149 (63 turbines)	$107,582	$6.78 million

As required by the Ordinance, the Applicant will provide a signed Decommissioning Plan to the Regional Planner prior to the issuance of a Siting Approval Permit.

7 Fees

Pursuant to the requirements in the Ordinance, the Applicant has provided the County a check for $50,000.00 to satisfy the Ordinance's requirement for a Plan Review Deposit, and a check for $119,000.00 to satisfy the Ordinance's requirement for a consideration fee of $1000.00 per turbine location proposed in this Application.

Appendix 1 – Project Maps and Site Plan

Appendix 1.1 – Landowners with Facilities

SNG - Layout 79 Parcels Turbines

ParcelID	Auditor_Ac	Current_Le	Auditor_Ac	Auditor_Ci	Auditor_St	Auditor_Zi
1005100002	82.00695	Carl J. Becker, Trus	1795 State	ALEXANDE	IL	626017007
1008400002	83.17357	Joan Stone, a single		JACKSONVI	IL	62650
1013100003	233.9139	Allen Courier and Ba	246 Harts F	Franklin	IL	626385020
1015300002	80.78587	Danny W. Keltner and		JACKSONVI	IL	62650
1024100006	53.81088	Gary Strawn, Success		Alexander	IL	62601
1024300001	77.01988	Gary Strawn, Success		Alexander	IL	62601
1027200003	35.78216	Ronald Wayne Cox, a/	1376 Woo	JACKSONVI	IL	626509261
1034200001	79.74977	Ronald W. Cox, a sin	2654 Cox F	JACKSONVI	IL	626506371
1104300001	147.4221	Weldon Todd Becker,	2378 Bosie	Jacksonville	IL	626506390
1104300002	44.43777	The Estate of Phylli		Alexander	IL	62601
1105100005	97.77174	E & S Family Farms,	1112 Mass	Jacksonville	IL	626506731
1106400014	18.62247	Richard C. Lovekamp,		Alexander	IL	62601
1107200003	59.0795	Delbert E. Rahe, Tru	1638 Bethe	Chapin	IL	626284062
1108300007	59.18025	Marilyn Joyce Hawks,	355 N Cour	Decatur	IL	625211885
1109400001	158.6157	John W. Bellatti, a	2240 W Mc	Jacksonville	IL	626502627
1116200003	98.54931	Bruce Kinnett, Trust		Alexander	IL	62601
1118200001	119.7219	Daniel D. Newton, Tr	Po Box 72	Jacksonville	IL	626510072
1413200001	81.06882	Will Johnson Enterpr	414 Main S	Franklin	IL	626385167
1414200001	76.45851	Patricia A. McCarthy	3705 Cryst	Springfield	IL	627117237
1415300002	102.2374	Amy S. Bell, a marri	51 Highlan	GRAYSLAKE	IL	600307955
1416100007	57.4606	Craig A. Wood, Trust	6110 Suga	MAGNOLIA	TX	773545390
1419100002	82.72656	Ceres Properties, L.	3808 Cook	EAST SAINT	IL	622012126
1419300002	148.8052	Mary Ann Sievers, Tr		JACKSONVI	IL	62650
1427200005	52.4405	Richard L. Rees, Tru	2877 Woo	FRANKLIN	IL	626385140
1428300001	61.41189	John P. Ransdell, Jr	2309 Lindb	SPRINGFIEL	IL	627045529
1428300002	101.3003	John P. Ransdell, Jr	2309 Lindb	SPRINGFIEL	IL	627045529
1430200002	158.8039	William E. Lowry and	Po Box 368	PITTSFIELD	IL	623630368
1508200004	40.45185	Michael R. Johnson,	3015 Kenn	Franklin	IL	626385104
1508300003	39.31167	Jerome A. Johnson, T	961 Contra	Waverly	IL	626926103
1509400001	76.39788	The Estate of Donald	414 Main S	Franklin	IL	626385167

1514300001	69.21645	Dorothy Duewer, a si	981 Duewe	Waverly	IL	626926102
1803100001	96.77877	Howard E. Becker, Jr	1033 Beck	JACKSONVI	IL	626506332
1803100001	96.77877	Becker H Edward	1033 Beck	JACKSONVI	IL	626506332
1804100001	146.253	Ralph A. Wohlers, Tr	613 Wohle	FRANKLIN	IL	626385099
1002300003	75.58044	DJL Farm, LLC, a Uta	1456 Chap	Mesquite	NV	890272206
1010300001	158.8454	Andrew H. Leinberger	1017 Lake	WILMETTE	IL	600911763
1014200007	152.6544	Mark O. Roberts, Jr.	36 Long Ba	Springfield	IL	627129517
1026200004	66.4133	Gary E. Strawn, Trus		Alexander	IL	62601
1026400001	159.0448	Gerald F. Cleer, a s	2908 E 3Rc	La Salle	IL	61301
1033200002	39.83274	George B. Wilson, Tr	20 Jackson	JACKSONVI	IL	626503719
1001400001	156.8874	Opal Ward, a single	1701 State	Alexander	IL	626017007
1003300006	100.7898	Andrew H. Leinberger	1017 Lake	WILMETTE	IL	600911763
1004400005	96.1544	Andrew H. Leinberger	1017 Lake	WILMETTE	IL	600911763
1005200002	84.81105	Carl J. Becker, Trus	1795 State	ALEXANDE	IL	626017007
1109300003	80.41314	John W. Bellatti, a	2240 W Mc	Jacksonville	IL	626502627
1116100002	80.30417	Bruce Kinnett, Trust	144 Nottin	Springfield	IL	627045263
1116400009	56.93127	William Becker, Trus	1535 Sanga	New Berlin	IL	626704551
1117100004	158.6545	Ryan M. Staley, a si	4 Washingt	Springfield	IL	62704
1120200002	247.1505	Boss Farms, LLC, a W	2331 Fox L	Jacksonville	IL	626506264
1009400002	59.29636	Andrew H. Leinberger	1017 Lake	WILMETTE	IL	600911763
1010100001	119.6537	Andrew H. Leinberger	1017 Lake	WILMETTE	IL	600911763
1013200002	309.6871	VM3 Family, L.P., a	1595 State	Alexander	IL	626017006
1014100001	155.2775	Armstrong Family Far	1642 State	Jacksonville	IL	626506228
1015100001	158.0141	Dale H. Thayer and J	6100 Club	ALBUQUER	NM	871118229
1015200001	78.01961	Andrew H. Leinberger	1017 Lake	WILMETTE	IL	600911763
1023100003	193.2811	Joan Beissel, a marr	1502 Peter	Saint Josep	IL	618738824
1027200005	34.92752	Ronald Wayne Cox, a/	1376 Wood	Jacksonville	IL	626509261
1032400003	274.2948	Howard E. Becker, Jr	1033 Beck	JACKSONVI	IL	626506332
1104200002	274.0074	Darrell L. Smith, Tr	1764 State	Alexander	IL	626017004
1105400004	30.95219	R. Edward Cowman and	305 E Gibso	New Berlin	IL	626706418
1106400005	67.4773	Carolyn B. Drinkwate	2113 Autur	Maryville	TN	378019593
1106400009	41.60285	Darrell L. Smith, Tr	1764 State	Alexander	IL	626017004
1117400001	78.20248	Jerry W. Kinnett, a	144 Nottin	Springfield	IL	627045263
1405200002	214.2731	Mark Kevin Jackson,	2460 Jacks	JACKSONVI	IL	626506285

1411300003	69.19712	Jerome A. Johnson, T	921 Contra	Waverly	IL	62692
1411400002	78.8626	Donald B. Bennett, a	20344 Phea	Brainerd	MN	564017041
1415100001	115.7391	Richard Lee Bergschn	2721 Unio	FRANKLIN	IL	626385148
1418400002	80.99261	Ceres Properties, L.	3808 Cook	EAST SAINT	IL	622012126
1420400004	76.50032	Sarah Brogdon, a mar	2535 Rees	FRANKLIN	IL	626385110
1421100001	47.64787	Carl W. Milleson, Tr	2235 Gobb	MURRAYVI	IL	626686049
1421200003	65.40872	Diane R. Ransdell, T	2309 Lindb	SPRINGFIEL	IL	627045529
1423200001	116.1189	Clark S. Dodsworth,	2307 Isle R	Davis	CA	956166619
1403200001	149.0516	The Farmers State Ba				
1427400004	58.27441	William M. Rees, IV,	783 Rees S	FRANKLIN	IL	626385122
1429100002	79.92563	Sarah Brogdon, a mar	2535 Rees	FRANKLIN	IL	626385110
1409100002	81.8401	Ceres Properties, L.	3808 Cook	EAST SAINT	IL	622012126
1409100004	72.87843	Ceres Properties, L.	3808 Cook	EAST SAINT	IL	622012126
1409300005	29.41699	Richard Lee Bergschn	2716 Unio	FRANKLIN	IL	626385148
1414300004	78.25751	Hoelzer Farms, LLC,	1303 S Wig	Springfield	IL	627043365
1415400004	29.73089	Amy S. Bell, a marri	51 Highlan	GRAYSLAKE	IL	600307955
1416200001	79.97684	Marjorie A. Breckon,	23 Westfa	JACKSONVI	IL	626501759
1421300001	157.1631	Mary Ann Sievers, Tr		FRANKLIN	IL	62638
1422300002	75.06206	Diane R. Ransdell, T	2309 Lindb	SPRINGFIEL	IL	627045529
1428200001	75.15801	Jacksonville Childre	752 Bills R	JACKSONVI	IL	62650
1428400008	33.85429	John A. Whalen and L	107 Maple	FRANKLIN	IL	626385149
1522200001	38.9572	Chism & Loy Farms, L	2 Crossroa	Alton	IL	620024100
1508300001	77.85008	Robert W. Eck, Trust	1239 Morg	New Berlin	IL	62670
1515100001	40.02218	Richard Duewer, a ma	981 Duewe	Waverly	IL	626926102
1517200001	40.07641	Jerome A. Johnson, T	22 Catalina	Jacksonville	IL	626503615
1523100001	79.87535	Hayes and Jones Farm	601 N Fairf	Alexandria	VA	223142083
1012400002	132.7382	VM3 Family, L.P., a		Alexander	IL	62601
1034100002	79.54697	Ronald W. Cox, a sin	2654 Cox R	JACKSONVI	IL	626506371
1109200001	154.974	Douglas Ringer, a ma	Rr 2	New Berlin	IL	62670
1116200002	59.86878	John W. Bellatti, a	2240 W Mc	Jacksonville	IL	626502627
1116300001	80.20486	Jerry W. Kinnett, a	3210 Kenn	Alexander	IL	626017077
1116300002	24.36661	William Becker, Trus	1535 Sanga	New Berlin	IL	626704551
1118400002	39.50862	Lester J. Meado and	1592 Cocki	Alexander	IL	626017075
1324400002	157.0116	Freeman Farms, LTD.,	723 Cropm	BLUFFS	IL	626218003

1410400005	58.81745	William M. Rees, IV,	783 Rees S	FRANKLIN	IL	626385122
1415400002	79.32885	Curt W. Dodsworth, T	4 Valevue A	Jacksonville	IL	626506484
1416400005	51.56158	Amy S. Bell, a marri	51 Highlan	GRAYSLAKE	IL	600307955
1418400001	82.12034	Ceres Properties, L.	3808 Cook	EAST SAINT	IL	622012126
1421200002	94.63758	AWA Properties, LP,	61 Crestwo	CLAYTON	MO	631053020
1428200004	39.44188	Richard L. Rees, Tru	758 Rees S	FRANKLIN	IL	626385121
1433300003	40.32184	Ralph A. Wohlers, Tr	613 Wohle	FRANKLIN	IL	626385099
1434200002	40.82757	Peggie L. Vohsen, Su	201 Sage C	FORISTELL	MO	633482671
1434300002	79.41738	Wilmirth Scott Brigg	870 W Col	FRANKLIN	IL	62638
1435100005	79.07288	Peggie L. Vohsen, a	201 Stage	FORISTELL	MO	63348
1509300003	40.75119	Shirley F. Johnson,	22 Catalina	Jacksonville	IL	626503615
1518300005B	56.35423	The Estate of Donald	414 Main S	Franklin	IL	626385167
1518400002	44.48205	Paul E. Johnson and	2176 Mesic	Venice	FL	342924153
1413200001	81.06882	Donald R. Johnson, a	414 Main S	Franklin	IL	626385167
1120200002	247.1505	Boss Farms, LLC, a W	2331 Fox L	Jacksonville	IL	626506264
1013200002	309.6871	VM3 Family, L.P., a	1595 State	Alexander	IL	626017006
1032400003	274.2948	Howard E. Becker, Jr	1033 Beck	JACKSONVI	IL	626506332
1411300003	69.19712	Jerome A. Johnson, T	921 Contra	Waverly	IL	62692
1428400008	33.85429	John A. Whalen and L	107 Maple	FRANKLIN	IL	626385149
1023100003	193.2811	Joan Beissel, a marr	1502 Peter	Saint Josep	IL	618738824
1411400002	78.8626	Donald B. Bennett, E	20344 Phe	Brainerd	MN	564017041

SNG - Layout 79 Parcels Underground Collection

ParcelID	Auditor_Ac	Current_Le	Auditor_Ad	Auditor_Ci	Auditor_St	Auditor_Zi
1015200002	77.22744	Brasel Family Limite	2240 W Morton Ave	Jacksonville	IL	626502627
1022400003	87.96838	Rachel E Armstrong L	91 N Owen Long Rd	New Berlin	IL	626704335
1516200001	153.4507	Simpson Lands Inc Fa		Franklin	IL	62638
1402300003	118.9454	Michael Hubbs Janice	1039 W State St	Jacksonville	IL	626501967
1002300005	41.01281	David Andrew Leinber		Alexander	IL	62601
1003300007	29.09866	Andrew H. Leinberger	1017 Lake Ave	WILMETTE	IL	600911763
1004300005	26.22047	Beilschmidt Trust FB	Po Box 1330	JACKSONVILLE	IL	626511330
1004400004	29.76671	Andrew H. Leinberger	1017 Lake Ave	WILMETTE	IL	600911763
1005100002	82.00695	Carl J. Becker, Trus	1795 State Highway 123	ALEXANDER	IL	626017007
1008400002	83.17357	Joan Stone, a single		JACKSONVILLE	IL	62650
1009100001	42.05627	Alice Francine Bucha	202 Hemlock St	PEKIN	IL	615542520
1009100002	46.77736	Beilschmidt Trust FB	2907 Beilschmidt Rd	ALEXANDER	IL	626017040
1011300002	13.37772	Marc A. Becker, a ma	1883 State Highway 123	Alexander	IL	626017008
1011300003	62.36284	David Andrew Leinber		Alexander	IL	62601
1013100001	83.29085	Allen B. Courier, a		Alexander	IL	62601
1013100003	233.9139	Allen Courier and Ba	246 Harts Prairie Rd	Franklin	IL	626385020
1015300002	80.78587	Danny W. Keltner and		JACKSONVILLE	IL	62650
1017400001	76.53471	The Passavant Memori	1600 W Walnut St	JACKSONVILLE	IL	626501136
1019400014	26.15006	Daniel D. Newton and		JACKSONVILLE	IL	62650
1020100013	32.54503	Daniel D. Newton and	1305 Edgehill Rd	JACKSONVILLE	IL	626502729
1024100006	53.81088	Gary Strawn, Success		Alexander	IL	62601
1024300001	77.01988	Gary Strawn, Success		Alexander	IL	62601
1025100001	7.563701	Gary Strawn, Success		Alexander	IL	62601
1027200003	35.78216	Ronald Wayne Cox, a/	1376 Woods Ln	JACKSONVILLE	IL	626509261
1027300006	24.57705	George B. Wilson, Tr	20 Jacksonville Pl	JACKSONVILLE	IL	626503719
1028400005	19.71068	George B. Wilson, Tr	20 Jacksonville Pl	JACKSONVILLE	IL	626503719
1034200001	79.74977	Ronald W. Cox, a sin	2654 Cox Rd	JACKSONVILLE	IL	626506371
1104300001	147.4221	Weldon Todd Becker,	2378 Bosier Rd	Jacksonville	IL	626506390
1104300002	44.43777	The Estate of Phylli		Alexander	IL	62601
1105100005	97.77174	E & S Family Farms,	1112 Massey Ln	Jacksonville	IL	626506731

	1105400003	68.61416	R. Edward Cowman and	305 E Gibson St	New Berlin	IL	626706418
	1106200002	75.64556	Darrell L. Smith, Tr	1764 State Highway 123	Alexander	IL	626017004
	1106400010	4.052431	Richard C. Lovekamp,	1764 State Highway 123	Alexander	IL	626017004
	1106400014	18.62247	Richard C. Lovekamp,		Alexander	IL	62601
	1107200003	59.0795	Delbert E. Rahe, Tru	1638 Bethel Ln	Chapin	IL	626284062
	1108300007	59.18025	Marilyn Joyce Hawks,	355 N Country Club Rd	Decatur	IL	625211885
	1109400001	158.6157	John W. Bellatti, a	2240 W Morton Ave	Jacksonville	IL	626502627
	1116200003	98.54931	Bruce Kinnett, Trust		Alexander	IL	62601
11-17-300-005		27.10588	Lester J. Meado and	1592 Cockin Rd	Alexander	IL	626017075
	1118100002	82.82583	Daniel D. Newton, Tr	Po Box 72	Jacksonville	IL	626510072
	1118200001	119.7219	Daniel D. Newton, Tr	Po Box 72	Jacksonville	IL	626510072
	1118200002	39.35093	Ryan M. Staley, a si	4 Washington Pl	Springfield	IL	62704
	1409300002	10.04692	Ceres Properties, L.	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
	1413200001	81.06882	Will Johnson Enterpr	414 Main St	Franklin	IL	626385167
	1413400002	79.25279	Mary Ann Sievers, Tr		Franklin	IL	62638
	1414200001	76.45851	Patricia A. McCarthy	3705 Crystal Spring Dr	Springfield	IL	627117237
	1415100002	44.92093	Richard Lee Bergschn	2716 Union Baptist Rd	FRANKLIN	IL	626385148
	1415300002	102.2374	Amy S. Bell, a marri	51 Highland Rd	GRAYSLAKE	IL	600307955
	1415300003	59.78251	Amy S. Bell, a marri	51 Highland Rd	GRAYSLAKE	IL	600307955
	1416100007	57.4606	Craig A. Wood, Trust	6110 Sugar Bush Dr	MAGNOLIA	TX	773545390
	1416200002	41.31015	Marjorie A. Breckon,	23 Westfair Dr	JACKSONVILLE	IL	626501759
	1417300001	125.1603	Ceres Properties, L.	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
	1419100002	82.72656	Ceres Properties, L.	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
	1419300002	148.8052	Mary Ann Sievers, Tr		JACKSONVILLE	IL	62650
	1420300003	117.3858	S & J Chism Farms, L	2 Crossroads Ct	ALTON	IL	620024100
	1421100004	27.89809	John P. Ransdell, Tr	871 Flinn Rd	FRANKLIN	IL	626385115
	1421400002	79.42438	Carl W. Milleson, Tr	2235 Gobblers Rd	MURRAYVILLE	IL	626686049
	1422100001	84.31762	Amy S. Bell, a marri	51 Highland Rd	GRAYSLAKE	IL	600307955
	1422200001	79.35199	Amy S. Bell, a marri	51 Highland Rd	GRAYSLAKE	IL	600307955
	1422400001	71.08918	Diane R. Ransdell, T	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529
	1427100019	64.37477	William M. Rees, IV,		FRANKLIN	IL	62638
	1427200004	6.632902	William M. Rees, IV,	783 Rees Station Rd	FRANKLIN	IL	626385122
	1427200005	52.4405	Richard L. Rees, Tru	2877 Woodson Franklin Rd	FRANKLIN	IL	626385140
	1428300001	61.41189	John P. Ransdell, Jr	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529

1428300002	101.3003	John P. Ransdell, Jr	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529
1428400001	41.29269	Jacksonville Childre		JACKSONVILLE	IL	62650
1429100003	19.89505	Hoelzer Farms, LLC,	1303 S Wiggins Ave	SPRINGFIELD	IL	627043365
1430200002	158.8039	William E. Lowry and	Po Box 368	PITTSFIELD	IL	623630368
1433300002	39.37874	George B. Wilson, Tr	20 Jacksonville Pl	JACKSONVILLE	IL	626503719
1435100001	40.52239	Peggie L. Vohsen, Su	201 Sage Ct	FORISTELL	MO	633482671
1508200004	40.45185	Michael R. Johnson,	3015 Kenny Rd	Franklin	IL	626385104
1508300003	39.31167	Jerome A. Johnson, T	961 Contrary Ln	Waverly	IL	626926103
1509300004	38.50441	Jerome A. Johnson, T	22 Catalina Ct	Jacksonville	IL	626503615
1509400001	76.39788	The Estate of Donald	414 Main St	Franklin	IL	626385167
1514100001	5.94658	MRRT Farm, LLC, a Mi	18777 Katydid Rd	Pickering	MO	644769100
1514300001	69.21645	Dorothy Duewer, a si	981 Duewer Rd	Waverly	IL	626926102
1515200002	39.39898	MRRT Farm, LLC, a Mi	18777 Katydid Rd	Pickering	MO	644769100
1515400002	78.49753	James E. Johnson, Jr	5 Westview	Franklin	IL	626384906
1518200002	38.88018	Jerome A. Johnson, T	961 Contrary Ln	Waverly	IL	626926103
1518300002B	13.98044	The Estate of Donald	414 Main St	Franklin	IL	626385167
1803100001	96.77877	Howard E. Becker, Jr	1033 Becker Rd	JACKSONVILLE	IL	626506332
1803100001	96.77877	Becker H Edward	1033 Becker Rd	JACKSONVILLE	IL	626506332
1804100001	146.253	Ralph A. Wohlers, Tr	613 Wohlers	FRANKLIN	IL	626385099
1002300003	75.58044	DJL Farm, LLC, a Uta	1456 Chaparral Dr	Mesquite	NV	890272206
1004400003	58.6461	Andrew H. Leinberger	1017 Lake Ave	WILMETTE	IL	600911763
1009200001	153.8516	Andrew H. Leinberger	1017 Lake Ave	WILMETTE	IL	600911763
1010300001	158.8454	Andrew H. Leinberger	1017 Lake Ave	WILMETTE	IL	600911763
1014200007	152.6544	Mark O. Roberts, Jr.	36 Long Bay	Springfield	IL	627129517
1017400002	79.95102	Joan Stone, a single		JACKSONVILLE	IL	62650
1020200001	7.490468	The Passavant Memori	1600 W Walnut St	JACKSONVILLE	IL	626501136
1020300004	190.0833	Alan E. Kleinschmidt	202 Capps Rd	MURRAYVILLE	IL	626688085
1023200001	69.76586	Frances Marie Martin	26818 N 42Nd Way	Cave Creek	AZ	853312627
1026200004	66.4133	Gary E. Strawn, Trus		Alexander	IL	62601
1026400001	159.0448	Gerald F. Cleer, a s	2908 E 3Rd Rd	La Salle	IL	61301
1031400001	78.66491	Mark Kevin Jackson,	2460 Jackson Rd	JACKSONVILLE	IL	626506285
1033200002	39.83274	George B. Wilson, Tr	20 Jacksonville Pl	JACKSONVILLE	IL	626503719
1034400001	7.925843	Ronald W. Cox, a sin	2654 Cox Rd	JACKSONVILLE	IL	626506371
1106100010	90.19416	Darrell L. Smith, Tr	1764 State Highway 123	Alexander	IL	626017004

1106400012	23.19181	Richard C. Lovekamp,		Alexander	IL	62601
1001400001	156.8874	Opal Ward, a single	1701 State Highway 123	Alexander	IL	626017007
1002300004	41.48177	DJL Farm, LLC, a Uta	1456 Chaparral Dr	Mesquite	NV	890272206
1003300006	100.7898	Andrew H. Leinberger	1017 Lake Ave	WILMETTE	IL	600911763
1004400005	96.1544	Andrew H. Leinberger	1017 Lake Ave	WILMETTE	IL	600911763
1005200002	84.81105	Carl J. Becker, Trus	1795 State Highway 123	ALEXANDER	IL	626017007
1005400002	3.531054	Alice Francine Bucha	202 Hemlock St	PEKIN	IL	615542520
1005400008	84.07359	Armstrong Family Far	1642 State Highway 78 N	JACKSONVILLE	IL	626506228
1008200001	126.7383	Alice Francine Bucha	202 Hemlock St	PEKIN	IL	615542520
1008200003	23.00289	Joan Stone, a single		JACKSONVILLE	IL	62650
1109300003	80.41314	John W. Bellatti, a	2240 W Morton Ave	Jacksonville	IL	626502627
1116100002	80.30417	Bruce Kinnett, Trust	144 Nottingham Rd	Springfield	IL	627045263
1116400009	56.93127	William Becker, Trus	1535 Sangamon Morgan County Rd	New Berlin	IL	626704551
1117100004	158.6545	Ryan M. Staley, a si	4 Washington Pl	Springfield	IL	62704
11-17-300-004	51.25956	Bonnie Meado, a marr	1592 Cockin Rd	Alexander	IL	626017075
1120200002	247.1505	Boss Farms, LLC, a W	2331 Fox Ln	Jacksonville	IL	626506264
1009400002	59.29636	Andrew H. Leinberger	1017 Lake Ave	WILMETTE	IL	600911763
1010100001	119.6537	Andrew H. Leinberger	1017 Lake Ave	WILMETTE	IL	600911763
1013200002	309.6871	VM3 Family, L.P., a	1595 State Highway 123	Alexander	IL	626017006
1014100001	155.2775	Armstrong Family Far	1642 State Highway 78 N	Jacksonville	IL	626506228
1014300005	114.5674	Frances Marie Martin	26818 N 42Nd Way	Cave Creek	AZ	853312627
1015100001	158.0141	Dale H. Thayer and J	6100 Club Cholla Ct Ne	ALBUQUERQUE	NM	871118229
1015200001	78.01961	Andrew H. Leinberger	1017 Lake Ave	WILMETTE	IL	600911763
1019400015	13.46235	Daniel D. Newton and		JACKSONVILLE	IL	62650
1023100003	193.2811	Joan Beissel, a marr	1502 Peters Dr	Saint Joseph	IL	618738824
1027200004	35.5672	Ronald W. Cox, a sin	2654 Cox Rd	Jacksonville	IL	626506371
1027200005	34.92752	Ronald Wayne Cox, a/	1376 Woods Ln	Jacksonville	IL	626509261
1027200006	37.11786	Ronald Wayne Cox, a/	1376 Woods Ln	JACKSONVILLE	IL	626509261
1032400003	274.2948	Howard E. Becker, Jr	1033 Becker Rd	JACKSONVILLE	IL	626506332
1104200002	274.0074	Darrell L. Smith, Tr	1764 State Highway 123	Alexander	IL	626017004
1105400002	26.67781	The Estate of Phylli		Alexander	IL	62601
1105400004	30.95219	R. Edward Cowman and	305 E Gibson St	New Berlin	IL	626706418
1106100004	4.492939	Darin L. Smith and A	1764 State Highway 123	Alexander	IL	626017004
1106400005	67.4773	Carolyn B. Drinkwate	2113 Autumn Oak Cir	Maryville	TN	378019593

1106400009	41.60285	Darrell L. Smith, Tr	1764 State Highway 123	Alexander	IL	626017004
1108100003	19.85198	Delbert E. Rahe, Tru	1638 Bethel Ln	Chapin	IL	626284062
1117400001	78.20248	Jerry W. Kinnett, a	144 Nottingham Rd	Springfield	IL	627045263
1117400002	79.20432	Jerry W. Kinnett, a	144 Nottingham Rd	Springfield	IL	627045263
1120200001	49.04463	Weldon Todd Becker,	2378 Bosier Rd	Jacksonville	IL	626506390
1405200002	214.2731	Mark Kevin Jackson,	2460 Jackson Rd	JACKSONVILLE	IL	626506285
1408200007	73.89703	Ceres Properties, L.	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1410100002	27.67791	Richard Lee Bergschn	2716 Union Baptist Rd	FRANKLIN	IL	626385148
1410100007	25.02767	John Allen Ebrey, a/	113 E College Ave	JACKSONVILLE	IL	626502502
1410400006	41.92709	John Allen Ebrey, a/	113 E College Ave	Jacksonville	IL	626502502
1411300003	69.19712	Jerome A. Johnson, T	921 Contrary Ln	Waverly	IL	62692
1411400002	78.8626	Donald B. Bennett, a	20344 Pheasant Trl	Brainerd	MN	564017041
1415100001	115.7391	Richard Lee Bergschn	2721 Union Baptist Rd	FRANKLIN	IL	626385148
1418400002	80.99261	Ceres Properties, L.	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1420400004	76.50032	Sarah Brogdon, a mar	2535 Rees Rd	FRANKLIN	IL	626385110
1421100001	47.64787	Carl W. Milleson, Tr	2235 Gobblers Rd	MURRAYVILLE	IL	626686049
1421200003	65.40872	Diane R. Ransdell, T	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529
1422100002	65.90678	Diane R. Ransdell, T	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529
1422200004	11.23672	Gina Hamilton, a mar	520 Stewart Rd	FRANKLIN	IL	626384953
1423200001	116.1189	Clark S. Dodsworth,	2307 Isle Royale Ln	Davis	CA	956166619
1424100003	126.353	Chism & Loy Farms, L	2 Crossroads Ct	Alton	IL	620024100
1403200001	149.0516	The Farmers State Ba				
1405100001	38.45411	Mark Fletcher, Trust	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1406200001	74.01401	Mark Fletcher, Trust	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1427100014	25.58098	William M. Rees, IV,		FRANKLIN	IL	62638
1427100015	30.97786	William M. Rees, IV,	2877 Woodson Franklin Rd	FRANKLIN	IL	626385140
1427400004	58.27441	William M. Rees, IV,	783 Rees Station Rd	FRANKLIN	IL	626385122
1429100002	79.92563	Sarah Brogdon, a mar	2535 Rees Rd	FRANKLIN	IL	626385110
1409100002	81.8401	Ceres Properties, L.	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1409100004	72.87843	Ceres Properties, L.	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1409300005	29.41699	Richard Lee Bergschn	2716 Union Baptist Rd	FRANKLIN	IL	626385148
1409300006	58.08418	Craig A. Wood, Trust	6110 Sugar Bush Dr	MAGNOLIA	TX	773545390
1410300007	20.97046	John Allen Ebrey, a/	113 E College Ave	JACKSONVILLE	IL	626502502
1411400001	76.27453	Donald B. Bennett, a	20344 Pheasant Trl	Brainerd	MN	564017041

1414300001	80.35954	Curt W. Dodsworth, T	4 Valevue Acres Dr	Jacksonville	IL	626506484
1414300004	78.25751	Hoelzer Farms, LLC,	1303 S Wiggins Ave	Springfield	IL	627043365
1415200001	39.75265	Richard Lee Bergschn	2716 Union Baptist Rd	FRANKLIN	IL	626385148
1415400003	50.33512	Amy S. Bell, a marri	51 Highland Rd	GRAYSLAKE	IL	600307955
1433100007	71.06373	Peggie L. Vohsen, a/	201 Sage Ct	FORISTELL	MO	633482671
1433400001	119.3646	George B. Wilson, Tr	20 Jacksonville Pl	JACKSONVILLE	IL	626503719
1433400002	41.69751	Ralph A. Wohlers, Tr	613 Wohlers	FRANKLIN	IL	626385099
1415400004	29.73089	Amy S. Bell, a marri	51 Highland Rd	GRAYSLAKE	IL	600307955
1416200001	79.97684	Marjorie A. Breckon,	23 Westfair Dr	JACKSONVILLE	IL	626501759
1416200003	39.62876	Diane R. Ransdell, T	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529
1420100001	79.18554	S & J Chism Farms, L	2 Crossroads Ct	ALTON	IL	620024100
1421300001	157.1631	Mary Ann Sievers, Tr		FRANKLIN	IL	62638
1421400003	76.97142	Carl W. Milleson, Tr	2235 Gobblers Rd	MURRAYVILLE	IL	626686049
1422300002	75.06206	Diane R. Ransdell, T	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529
1427200006	19.79736	William M. Rees, IV,	2877 Woodson Franklin Rd	FRANKLIN	IL	626385140
1427400006	35.02252	John T. Birkett, a s	2453 County Road 115n	HOMER	IL	61849
1428200001	75.15801	Jacksonville Childre	752 Bills Rd	JACKSONVILLE	IL	62650
1428400002	41.60076	John Christopher Sco	717 Rees Station Rd	FRANKLIN	IL	626385122
1428400006	47.21163	Josephine M. Whalen,	102 Maple St	FRANKLIN	IL	626385149
1428400008	33.85429	John A. Whalen and L	107 Maple St	FRANKLIN	IL	626385149
1508300002	39.84554	Jerome A. Johnson, T	921 Contrary Ln	Waverly	IL	62692
1508400004	40.28086	Mary Stella Duffy, a	22 Catalina Ct	Jacksonville	IL	626503615
1515400003	20.40548	Chism & Loy Farms, L	2 Crossroads Ct	Alton	IL	620024100
1517200004	34.33516	Mark Kevin Jackson,	2460 Jackson Rd	Jacksonville	IL	626506285
1518200003	39.04055	Jerome A. Johnson, T	961 Contrary Ln	Waverly	IL	626926103
1522200001	38.9572	Chism & Loy Farms, L	2 Crossroads Ct	Alton	IL	620024100
1508300001	77.85008	Robert W. Eck, Trust	1239 Morgan Sangamon Rd	New Berlin	IL	62670
1508400003	40.15078	Thomas Ambrose Huot	22 Catalina Ct	Jacksonville	IL	626503615
1515100001	40.02218	Richard Duewer, a ma	981 Duewer Rd	Waverly	IL	626926102
1517200001	40.07641	Jerome A. Johnson, T	22 Catalina Ct	Jacksonville	IL	626503615
1518300005A	45.1503	The Estate of Donald	414 Main St	Franklin	IL	626385167
1523100001	79.87535	Hayes and Jones Farm	601 N Fairfax St	Alexandria	VA	223142083
1011100001	27.83932	David Andrew Leinber		Alexander	IL	62601
1011100003	48.65539	Alice Francine Bucha	202 Hemlock St	Pekin	IL	615542520

1012400002	132.7382	VM3 Family, L.P., a		Alexander	IL	62601
1014300002	38.28505	Frances Marie Martin	26818 N 42Nd Way	Cave Creek	AZ	853312627
1017200007	67.57915	Joan Stone, a single	2583 Old State Rd	JACKSONVILLE	IL	626506258
1017200008	12.35246	Joan Stone, a single	2583 Old State Rd	JACKSONVILLE	IL	626506258
1020100014	36.98417	Daniel D. Newton and	1305 Edgehill Rd	JACKSONVILLE	IL	626502729
1025100003	68.42581	Gary E. Strawn, Trus		Alexander	IL	62601
1030400002	20.78664	Mark Kevin Jackson,	2460 Jackson Rd	JACKSONVILLE	IL	626506285
1031200001	79.83807	Mark Kevin Jackson,	2460 Jackson Rd	JACKSONVILLE	IL	626506285
1034100002	79.54697	Ronald W. Cox, a sin	2654 Cox Rd	JACKSONVILLE	IL	626506371
1105100007	26.88701	Carolyn B. Drinkwate	2113 Autumn Oak Cir	Maryville	TN	378019593
1105100008	123.5101	Charles M. Braker, a	3126 Old State Rd	Alexander	IL	626017092
1106400006	16.32217	Delbert E. Rahe, Tru	1638 Bethel Ln	Chapin	IL	626284062
1109200001	154.974	Douglas Ringer, a ma	Rr 2	New Berlin	IL	62670
1116100001	80.25231	Bruce Kinnett, Trust	144 Nottingham Rd	Springfield	IL	627045263
1116200002	59.86878	John W. Bellatti, a	2240 W Morton Ave	Jacksonville	IL	626502627
1116300001	80.20486	Jerry W. Kinnett, a	3210 Kennett Rd	Alexander	IL	626017077
1116300002	24.36661	William Becker, Trus	1535 Sangamon Morgan County Rd	New Berlin	IL	626704551
1118400002	39.50862	Lester J. Meado and	1592 Cockin Rd	Alexander	IL	626017075
1324400002	157.0116	Freeman Farms, LTD.,	723 Cropmate Rd	BLUFFS	IL	626218003
1405400010	123.3681	Mark Fletcher, Trust	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1410100008	6.134371	John Allen Ebrey, a/	1033 Orleans Rd	FRANKLIN	IL	626385093
1410200001	58.41362	Thomas J. Bergschnei	734 Franklin Alexander Rd	FRANKLIN	IL	626385077
1410300005	50.3601	Robert H. Bergschnei	849 Contrary Ln	WAVERLY	IL	626926037
1410400005	58.81745	William M. Rees, IV,	783 Rees Station Rd	FRANKLIN	IL	626385122
1413300001	40.387	Clark S. Dodsworth,	2307 Isle Royale Ln	Davis	CA	956166619
1414100002	119.8041	Patricia A. McCarthy	3705 Crystal Spring Dr	Springfield	IL	627117237
1414400003	115.4516	Clark S. Dodsworth,	2307 Isle Royale Ln	Davis	CA	956166619
1415400002	79.32885	Curt W. Dodsworth, T	4 Valevue Acres Dr	Jacksonville	IL	626506484
1416400005	51.56158	Amy S. Bell, a marri	51 Highland Rd	GRAYSLAKE	IL	600307955
1418300013	60.01132	Ceres Properties, L.	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1418400001	82.12034	Ceres Properties, L.	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1421200002	94.63758	AWA Properties, LP,	61 Crestwood Dr	CLAYTON	MO	631053020
1422200005	22.17547	William M. Rees, IV,	783 Rees Station Rd	FRANKLIN	IL	626385122
1422300001	79.05816	Carl W. Milleson, Tr	2235 Gobblers Rd	MURRAYVILLE	IL	626686049

1423100003	61.79023	Marian G. Hinderlite	789 Finley St	Jacksonville	IL	626501161
1423100004	14.14865	Gina Hamilton, a mar	520 Stewart Rd	Franklin	IL	626384953
1423100005	27.64267	William M. Rees, IV,	783 Rees Station Rd	Franklin	IL	626385122
1424100004	29.93772	Clark S. Dodsworth,	2307 Isle Royale Ln	Davis	CA	956166619
1427300012	51.32917	Donald M. Davis, a m	6615 N 40th St	TACOMA	WA	984071109
1427300013	53.91255	Rowlin Evergreen Far	14416 W Thorne Ln Sw	LAKEWOOD	WA	984982132
1428200004	39.44188	Richard L. Rees, Tru	758 Rees Station Rd	FRANKLIN	IL	626385121
1433300003	40.32184	Ralph A. Wohlers, Tr	613 Wohlers	FRANKLIN	IL	626385099
1434200002	40.82757	Peggie L. Vohsen, Su	201 Sage Ct	FORISTELL	MO	633482671
1434300002	79.41738	Wilmirth Scott Brigg	870 W College Ave	FRANKLIN	IL	62638
1435100005	79.07288	Peggie L. Vohsen, a	201 Stage Ct	FORISTELL	MO	63348
1509300003	40.75119	Shirley F. Johnson,	22 Catalina Ct	Jacksonville	IL	626503615
1515200006	78.36333	Richard Duewer, a ma	981 Duewer Rd	Waverly	IL	626926102
1517100001	38.48539	The Estate of Donald	414 Main St	Franklin	IL	626385167
1518300002A	32.80324	The Estate of Donald	414 Main St	Franklin	IL	626385167
1518300005B	56.35423	The Estate of Donald	414 Main St	Franklin	IL	626385167
1518400002	44.48205	Paul E. Johnson and	2176 Mesic Hammock Way	Venice	FL	342924153
1413200001	81.06882	Donald R. Johnson, a	414 Main St	Franklin	IL	626385167
1120200002	247.1505	Boss Farms, LLC, a W	2331 Fox Ln	Jacksonville	IL	626506264
1013200002	309.6871	VM3 Family, L.P., a	1595 State Highway 123	Alexander	IL	626017006
1032400003	274.2948	Howard E. Becker, Jr	1033 Becker Rd	JACKSONVILLE	IL	626506332
1411300003	69.19712	Jerome A. Johnson, T	921 Contrary Ln	Waverly	IL	62692
1428400008	33.85429	John A. Whalen and L	107 Maple St	FRANKLIN	IL	626385149
1422200005	22.17547	William M. Rees, IV,	783 Rees Station Rd	FRANKLIN	IL	626385122
1015200002	77.22744	The Brasel Family Li	2240 W Morton Ave	Jacksonville	IL	626502627
1030100001	143.2966	Richard S. Howe, a m	897 State Route 121	MOUNT PULASKI	IL	625486058
1019300002	151.7453	Richard S. Howe, a m	897 State Route 121	MOUNT PULASKI	IL	625486058
1019400023	5.785405	David W. Ginder, a s	2502 Old 36	JACKSONVILLE	IL	626506309
1034100003	60.73609	Gary L. Ginder, a ma	2977 Palmetto Ct	DUNEDIN	FL	346989663
1034400006	120.0254	Dobyns Farm Partners		FRANKLIN	IL	62638
1022400003	87.96838	Rachel Wright, a mar	91 N Owen Long Rd	New Berlin	IL	626704335
1023100003	193.2811	Joan Beissel, a marr	1502 Peters Dr	Saint Joseph	IL	618738824
1027200001	3.350877	Rachel Wright, a mar	91 N Owen Long Rd	New Berlin	IL	626704335
1027400001	80.13295	U.S. Bank, N.A., Tru		JACKSONVILLE	IL	62650

1403400011	52.33611	Bill R. Long, Jr. an	2880 Loami Rd	Franklin	IL	626385084
1030300002	150.2136	The Brasel Family Li	2240 W Morton Ave	JACKSONVILLE	IL	626502627
1411400002	78.8626	Donald B. Bennett, E	20344 Pheasant Trl	Brainerd	MN	564017041
1402300001	38.99486	Bill R. Long, Jr. an	2880 Loami Rd	Franklin	IL	626385084
1403400007	37.32498	Bill R. Long, Jr. an	2880 Loami Rd	Franklin	IL	626385084
1403400009	39.18947	Bill R. Long, Jr. an	2880 Loami Rd	Franklin	IL	626385084
1429100001	58.81532	Nancy D. Becker, a m	2792 Anderson Rd	FRANKLIN	IL	626385090
1411400001	76.27453	Donald B. Bennett, E	20344 Pheasant Trl	Brainerd	MN	564017041
1514100002	18.21093	Lois J. Mallin, a si	88 Byram Ridge Rd	Armonk	NY	105041212
1517200006	19.55079	John Daniel Eilering	22 Catalina Ct	Jacksonville	IL	626503615
1020300007	43.89285	David W. Ginder, a s	2502 Old 36	JACKSONVILLE	IL	626506309
1022400002	28.53468	Rachel Wright, a mar	3225 Hog Barn Rd	Pleasant Plains	IL	626773465
1023200006	46.47429	Jeffrey L. York, a m	2335 Fox Ln	Jacksonville	IL	626506264
1413100003	39.5832	Jeffrey R. Bergschne	2910 Kenny Rd	Franklin	IL	626385103
1413100004	39.75729	Jeffrey R. Bergschne	2910 Kenny Rd	Franklin	IL	626385103
1413100005	39.90415	Jeffrey R. Bergschne	2910 Kenny Rd	Franklin	IL	626385103

SNG - Layout 79 Parcels Access Road

ParcelID	Auditor_Ac	Auditor_La	Auditor_Ad	Auditor_Ci	Auditor	Auditor_Zi
1423200002	40.70291	Simpson Lands Inc		Franklin	IL	62638
1424100005	40.11346	Simpson Lands Inc		Franklin	IL	62638
1003300007	29.09866	Leinberger Andrew H	1017 Lake Ave	WILMETTE	IL	600911763
1005100002	82.00695	Becker Carl J Becker	1795 State Highway 123	ALEXANDER	IL	626017007
1008400002	83.17357	Stone Joan		JACKSONVILLE	IL	62650
1009300001	77.20003	Stone Joan		JACKSONVILLE	IL	62650
1013100003	233.9139	Everett Erwin Courie	246 Harts Prairie Rd	Franklin	IL	626385020
1015300002	80.78587	Keltner Danny W Kelt		JACKSONVILLE	IL	62650
1015400007	42.56808	Betsy L Betsy L Davi	1616 Cape Coral Pkwy W	Cape Coral	FL	339148911
1024100006	53.81088	Strawn Elmer G Elmer		Alexander	IL	62601
1024300001	77.01988	Strawn Elmer Elmer S		Alexander	IL	62601
1025100001	7.563701	Strawn Elmer Elmer S		Alexander	IL	62601
1025300001	79.2036	Gerald F Cleer Micha	2908 E 3Rd Rd	La Salle	IL	61301
1027200003	35.78216	Cox Ronald Wayne	1376 Woods Ln	JACKSONVILLE	IL	626509261
1034200001	79.74977	Cox Ronald	2654 Cox Rd	JACKSONVILLE	IL	626506371
1104300001	147.4221	Weldon F Becker Weld	2378 Bosier Rd	Jacksonville	IL	626506390
1104300002	44.43777	Phyllis Kilver		Alexander	IL	62601
1105100005	97.77174	E & S & Family Farms	1112 Massey Ln	Jacksonville	IL	626506731
1106400010	4.052431	Lovekamp Trust	1764 State Highway 123	Alexander	IL	626017004
1106400014	18.62247	Lovekamp Trust		Alexander	IL	62601
1107200003	59.0795	Delbert E Rahe	1638 Bethel Ln	Chapin	IL	626284062
1108300007	59.18025	Joyce Hawks Hawks	355 N Country Club Rd	Decatur	IL	625211885
1109100004	36.00563	Phyllis Kilver		Alexander	IL	62601
1109400001	158.6157	J E Bellatti Agent B	2240 W Morton Ave	Jacksonville	IL	626502627
1116200003	98.54931	Bruce Kinnett Trust		Alexander	IL	62601
1118200001	119.7219	Farmland Trust 42627	Po Box 72	Jacksonville	IL	626510072
1409300002	10.04692	Ceres Properties Llc	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1413200001	81.06882	Estate of Donald R J	414 Main St	Franklin	IL	626385167
1414200001	76.45851	Kevin Mccarthy	3705 Crystal Spring Dr	Springfield	IL	627117237
1415300002	102.2374	Clark Alan L & Und 1	51 Highland Rd	GRAYSLAKE	IL	600307955
1416100007	57.4606	Wood Craig	6110 Sugar Bush Dr	MAGNOLIA	TX	773545390

1416200002	41.31015	Breckon Marjorie A	23 Westfair Dr	JACKSONVILLE	IL	626501759
1416400007	35.02749	Awa Properties Lp	61 Crestwood Dr	CLAYTON	MO	631053020
1419100002	82.72656	Ceres Properties Llc	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1419300002	148.8052	Sievers Emily Mccull		JACKSONVILLE	IL	62650
1427100019	64.37477	Rees William		FRANKLIN	IL	62638
1427200005	52.4405	Rees Richard L Diana	2877 Woodson Franklin Rd	FRANKLIN	IL	626385140
1428300001	61.41189	Ransdell John P Rans	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529
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1430200002	158.8039	Lowry William E Lowr	Po Box 368	PITTSFIELD	IL	623630368
1435100001	40.52239	Ranson Mary Ann	201 Sage Ct	FORISTELL	MO	633482671
1508200004	40.45185	Michael Joann Johnso	3015 Kenny Rd	Franklin	IL	626385104
1508300003	39.31167	Jerome A Johnson Cyn	961 Contrary Ln	Waverly	IL	626926103
1509400001	76.39788	Estate of Donald R J	414 Main St	Franklin	IL	626385167
1514300001	69.21645	Dorothy Duewer	981 Duewer Rd	Waverly	IL	626926102
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1803100001	96.77877	Becker H Edward	1033 Becker Rd	JACKSONVILLE	IL	626506332
1804100001	146.253	Wohlers Ralph A Wohl	613 Wohlers	FRANKLIN	IL	626385099
1002300003	75.58044	Djl Farm Llc	1456 Chaparral Dr	Mesquite	NV	890272206
1009200001	153.8516	Leinberger Andrew H	1017 Lake Ave	WILMETTE	IL	600911763
1010300001	158.8454	Leinberger Andrew H	1017 Lake Ave	WILMETTE	IL	600911763
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1026200004	66.4133	Gary E Strawn		Alexander	IL	62601
1026400001	159.0448	Gerald F Cleer Micha	2908 E 3Rd Rd	La Salle	IL	61301
1033200002	39.83274	Wilson Margie E Wils	20 Jacksonville Pl	JACKSONVILLE	IL	626503719
1106400012	23.19181	Lovekamp Trust		Alexander	IL	62601
1001400001	156.8874	Roy E Ward Opal Lou	1701 State Highway 123	Alexander	IL	626017007
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1116100002	80.30417	Bruce Kinnett Trust	144 Nottingham Rd	Springfield	IL	627045263
1116400009	56.93127	Becker William Livin	1535 Sangamon Morgan County Rd	New Berlin	IL	626704551
1116400016	4.734219	Becker William Livin	1537 Sangamon Morgan County Rd	New Berlin	IL	626704551
1117100004	158.6545	Staley Ryan M	4 Washington Pl	Springfield	IL	62704

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1105400004	30.95219	R Edward Suzanne Cow	305 E Gibson St	New Berlin	IL	626706418
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1117400002	79.20432	Jerry Kinnett	144 Nottingham Rd	Springfield	IL	627045263
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1410400006	41.92709	John Ebrey	113 E College Ave	Jacksonville	IL	626502502
1411300003	69.19712	Jerome A Johnson Cyn	921 Contrary Ln	Waverly	IL	62692
1411400002	78.8626	Donald Bennett	20344 Pheasant Trl	Brainerd	MN	564017041
1415100001	115.7391	Bergschneider Richar	2721 Union Baptist Rd	FRANKLIN	IL	626385148
1418400002	80.99261	Ceres Properties Llc	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1419300003	23.35471	Sievers Emily Mccull	Rr 5	JACKSONVILLE	IL	62650
1420400004	76.50032	Brogdon Sarah	2535 Rees Rd	FRANKLIN	IL	626385110
1421100001	47.64787	Milleson Carl W & -e	2235 Gobblers Rd	MURRAYVILLE	IL	626686049
1421200003	65.40872	Ransdell Diane R Und	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529
1423200001	116.1189	Clark S Dodsworth	2307 Isle Royale Ln	Davis	CA	956166619
1403200001	149.0516	Clyde Cox Trust				
1427100014	25.58098	Rees William		FRANKLIN	IL	62638
1427100015	30.97786	Rees William	2877 Woodson Franklin Rd	FRANKLIN	IL	626385140
1427400004	58.27441	Rees Edith	783 Rees Station Rd	FRANKLIN	IL	626385122
1429100002	79.92563	Brogdon Sarah	2535 Rees Rd	FRANKLIN	IL	626385110

1409100002	81.8401	Ceres Properties Llc	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1409100004	72.87843	Ceres Properties Llc	3808 Cookson Rd	EAST SAINT LOUIS	IL	622012126
1409300005	29.41699	Bergschneider Richar	2716 Union Baptist Rd	FRANKLIN	IL	626385148
1414300004	78.25751	Hoelzer Farms Llc	1303 S Wiggins Ave	Springfield	IL	627043365
1415400003	50.33512	Clark Alan L & Und 1	51 Highland Rd	GRAYSLAKE	IL	600307955
1433400001	119.3646	Wilson Margie E Wils	20 Jacksonville Pl	JACKSONVILLE	IL	626503719
1433400002	41.69751	Wohlers Ralph A Wohl	613 Wohlers	FRANKLIN	IL	626385099
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1428400008	33.85429	Whalen John A Whalen	107 Maple St	FRANKLIN	IL	626385149
1522200001	38.9572	Chism & Loy Farms Ll	2 Crossroads Ct	Alton	IL	620024100
1508300001	77.85008	Robert William Lola	1239 Morgan Sangamon Rd	New Berlin	IL	62670
1515100001	40.02218	Richard Duewer	981 Duewer Rd	Waverly	IL	626926102
1517200001	40.07641	Harold E Johnson Dor	22 Catalina Ct	Jacksonville	IL	626503615
1523100001	79.87535	Hayes & Jones Farmla	601 N Fairfax St	Alexandria	VA	223142083
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1034100002	79.54697	Cox Ronald	2654 Cox Rd	JACKSONVILLE	IL	626506371
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1428200004	39.44188	Rees Richard L Rees	758 Rees Station Rd	FRANKLIN	IL	626385121
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1435100005	79.07288	Vohsen Peggie	201 Stage Ct	FORISTELL	MO	63348
1509300003	40.75119	Johnson Shirley	22 Catalina Ct	Jacksonville	IL	626503615
1515100002	39.49934	Hayes & Jones Farmla	601 N Fairfax St	Alexandria	VA	223142083
1517100006	39.59813	Johnson Revocable Tr	22 Catalina Ct	Jacksonville	IL	626503615
1518300005B	56.35423	Don R Johnson Gene A	414 Main St	Franklin	IL	626385167
1518400002	44.48205	Paul E Johnson Lin M	2176 Mesic Hammock Way	Venice	FL	342924153
1413200001	81.06882	Estate of Donald R J	414 Main St	Franklin	IL	626385167
1120200002	247.1505	Boss Farms, LLC	2331 Fox Ln	Jacksonville	IL	626506264
1013200002	309.6871	Vm3 Family	1595 State Highway 123	Alexander	IL	626017006
1032400003	274.2948	Becker Howard	1033 Becker Rd	JACKSONVILLE	IL	626506332
1411300003	69.19712	Jerome A Johnson Cyn	921 Contrary Ln	Waverly	IL	62692
1428400008	33.85429	Whalen John A Whalen	107 Maple St	FRANKLIN	IL	626385149
1023100003	193.2811	Mcdannald Norma J &	1502 Peters Dr	Saint Joseph	IL	618738824
1411400002	78.8626	Donald Bennett	20344 Pheasant Trl	Brainerd	MN	564017041
19150300024	17.96309		2294 S Pleasant Plains Rd	New Berlin	IL	626709500

SNG - Layout 79 Parcels Perm Mets

ParcelID	Auditor_Ac	Auditor_La	Auditor_Ad	Auditor_Ci	Auditor_St	Auditor_Zi
1324400002	157.011551	Freeman Farms Ltd	723 Cropmate Rd	BLUFFS	IL	626218003
1427300012	51.329165	David Donald M	6615 N 40th St	TACOMA	WA	984071109

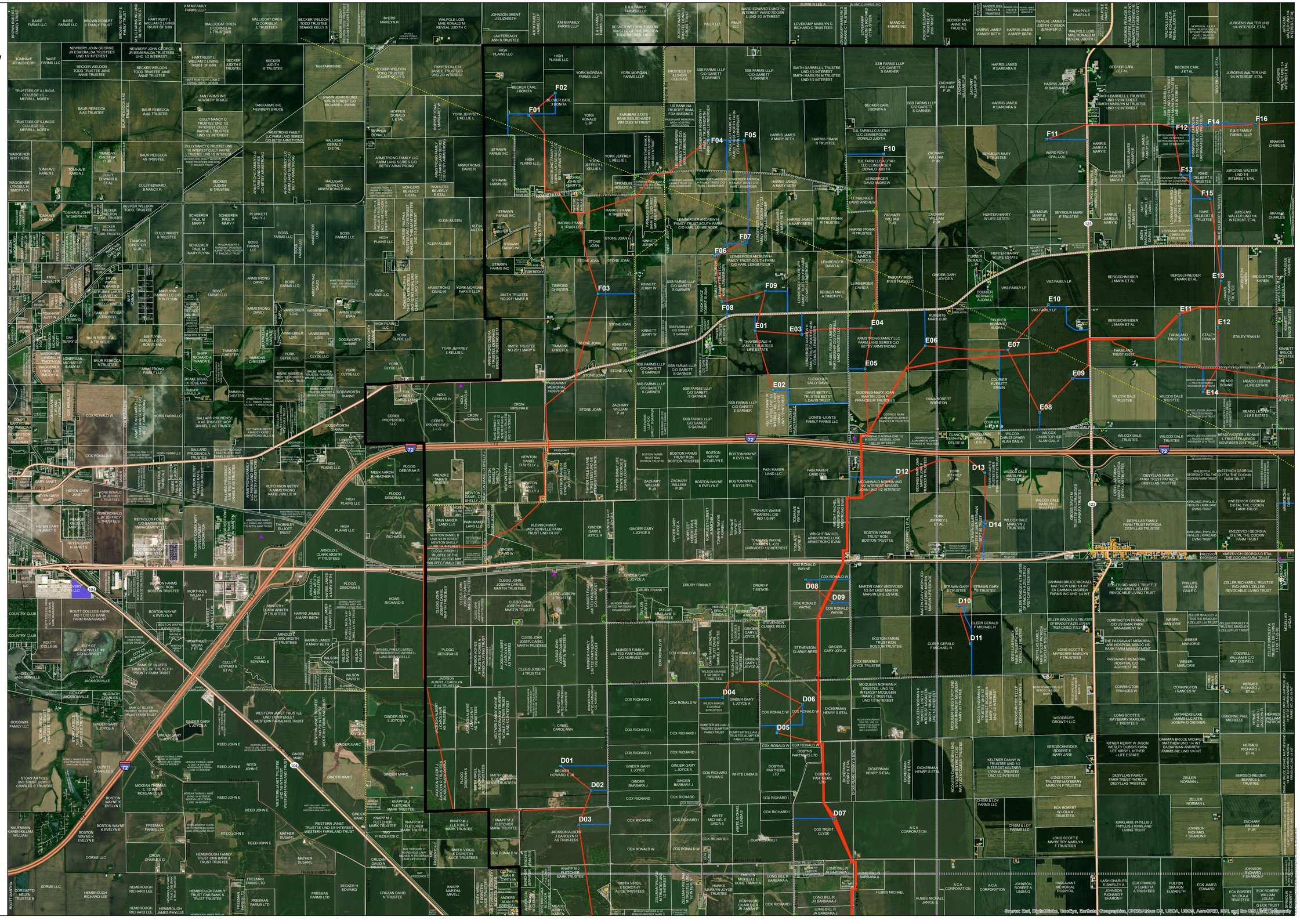
Appendix 1.2 – Project Summary

Lincoln Land: Appendix 1.2 Project Summary

- Proposed Turbine
- Proposed Underground Collection
- Proposed Private Access Road
- Proposed Public Road
- Proposed Turn Radius

Existing

- Occupied Structure - Participating
- Occupied Structure - Nonparticipating
- Silo
- Unoccupied Structure
- Existing Communications Towe
- Existing Transmission
- Project Boundary

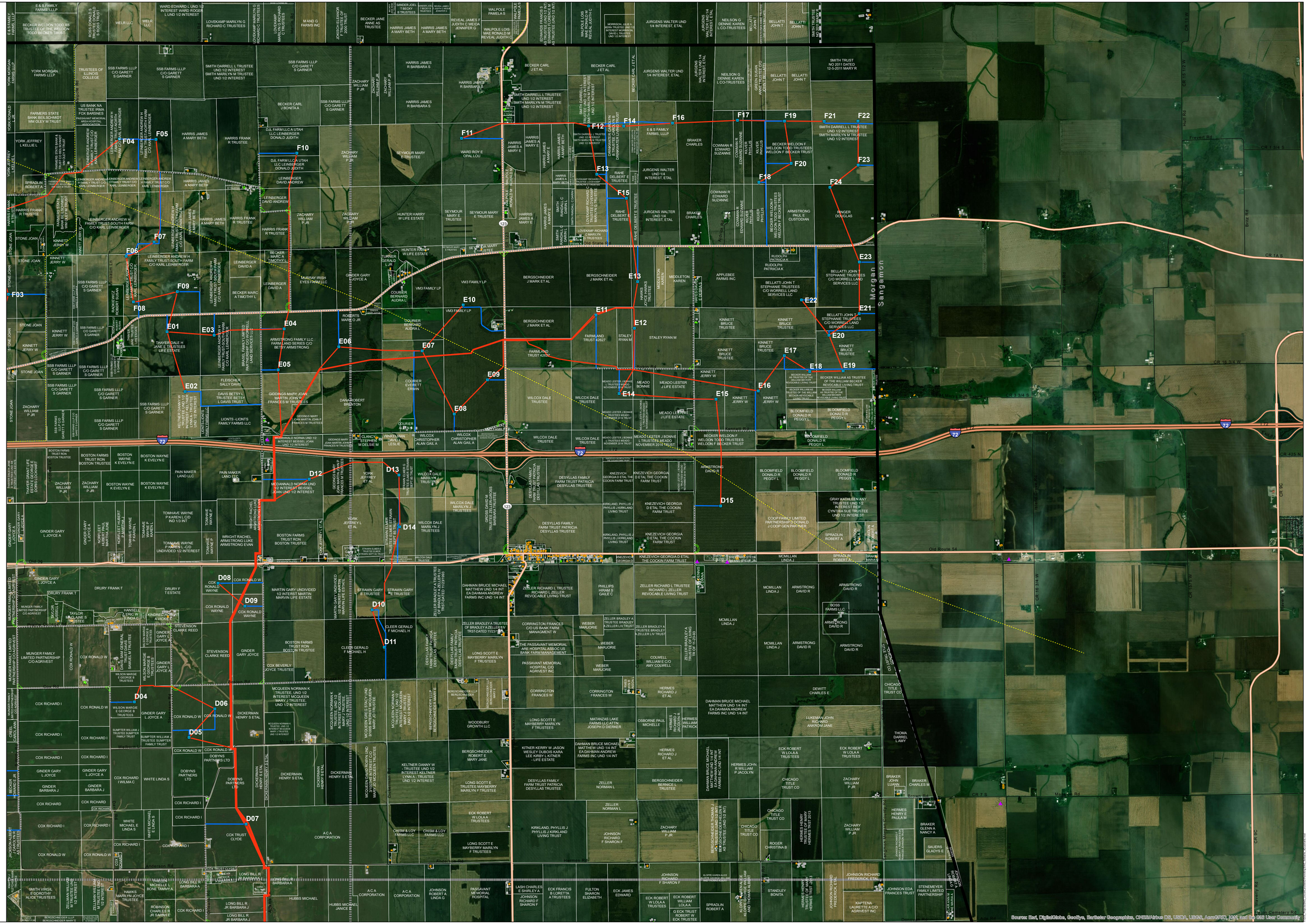


Lincoln Land: Appendix 1.2 Project Summary

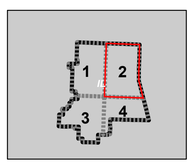
- Proposed Turbine
- Proposed Underground Collection
- Proposed Private Access Road
- Proposed Public Road
- Proposed Turn Radius

Existing

- Occupied Structure - Participating
- Occupied Structure - Nonparticipating
- Silo
- Unoccupied Structure
- Existing Communications Towe
- Existing Transmission
- Project Boundary



Quadrant 2



0 0.25 0.5 Miles

CONFIDENTIAL

APEX CLEAN ENERGY

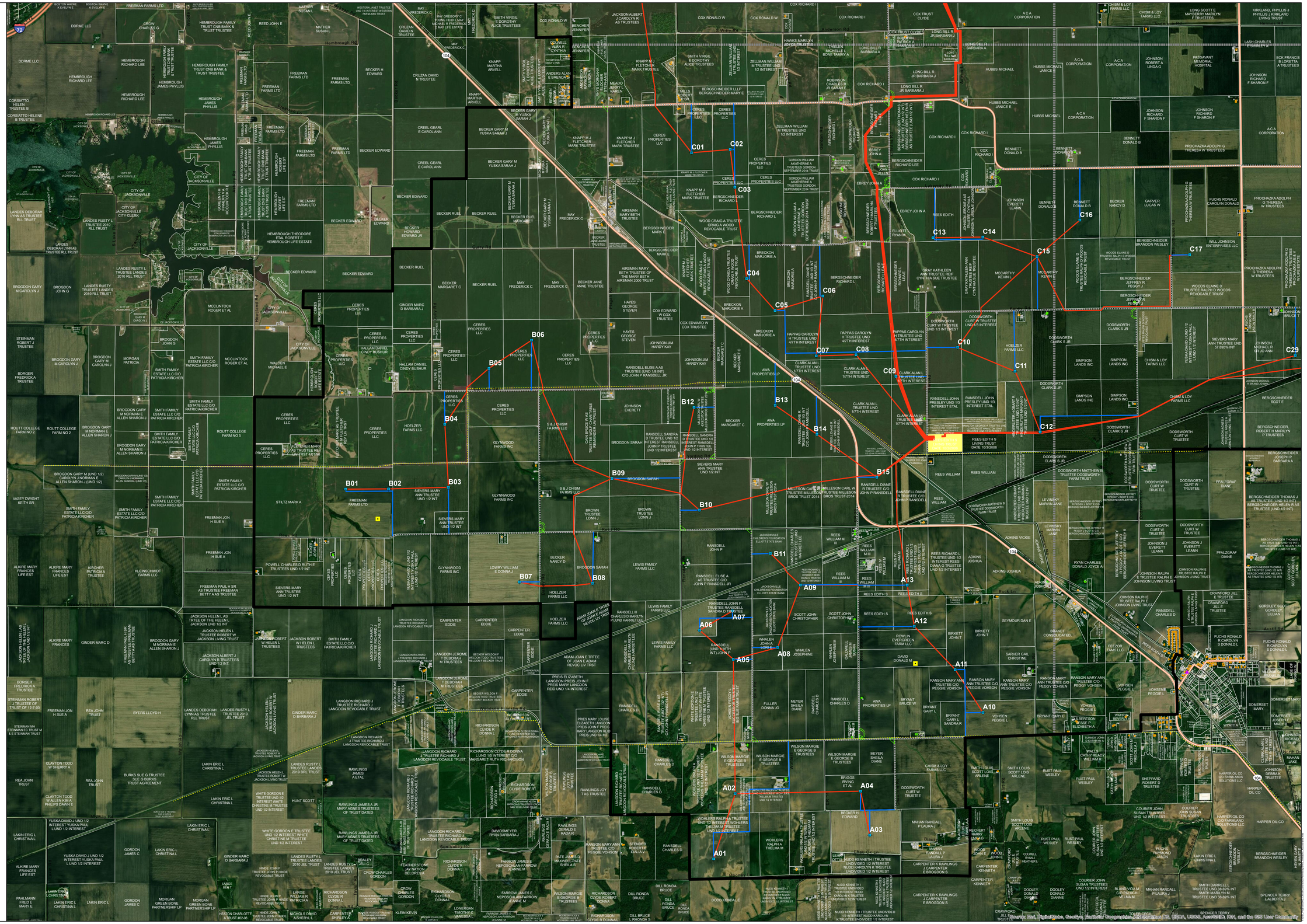
Date: 2/18/2020
Author: MC

Lincoln Land: Appendix 1.2 Project Summary

- Proposed Turbine
- PermenantMet, Proposed
- Proposed Underground Collection
- Proposed Private Access Road
- Proposed Public Road
- Proposed Turn Radius

Existing

- Occupied Structure - Participating
- Occupied Structure - Nonparticipating
- Silo
- Unoccupied Structure
- Existing Communications Towe
- Existing Transmission
- Project Boundary

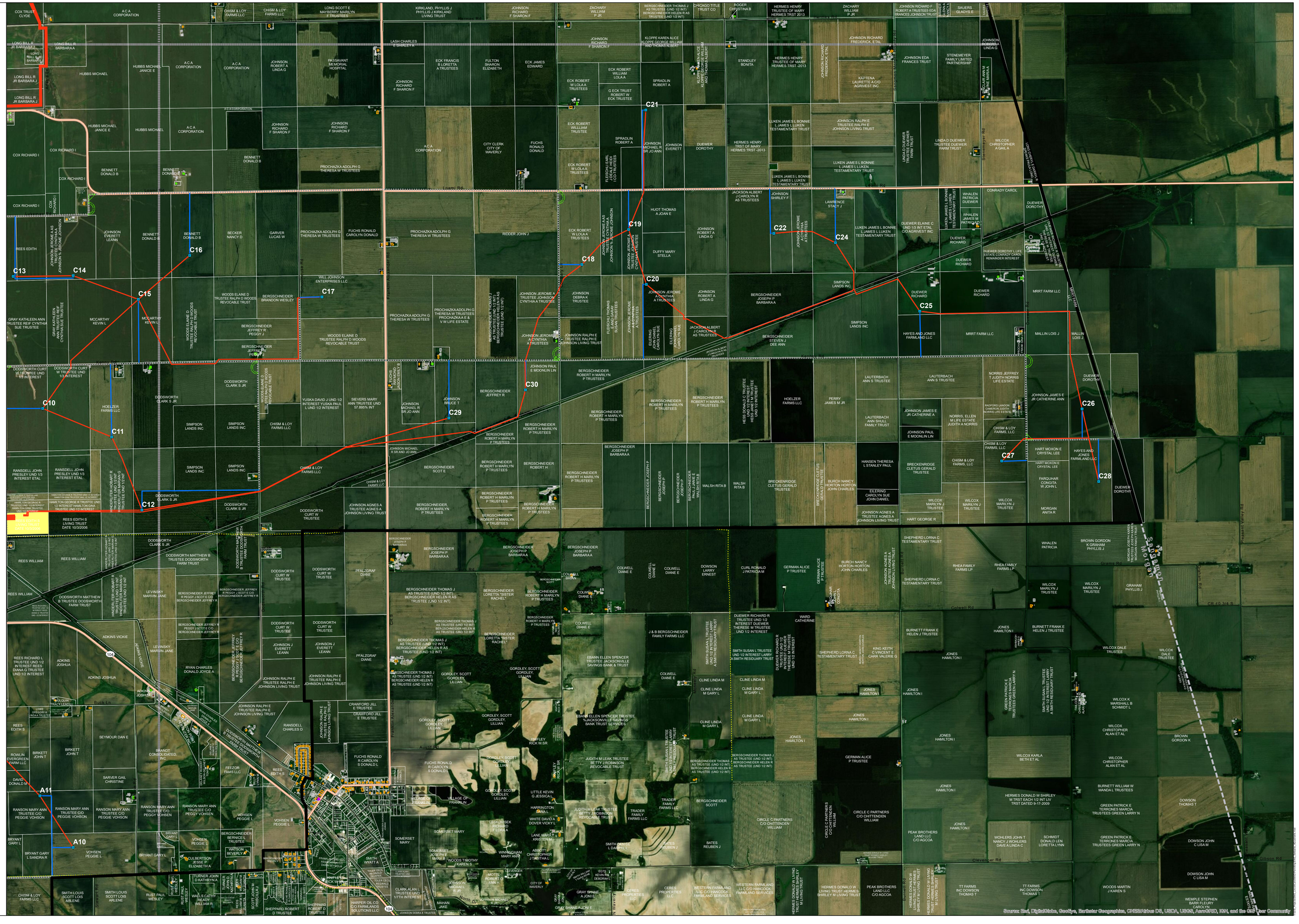


Lincoln Land: Appendix 1.2 Project Summary

- Proposed Turbine
- Proposed Underground Collection
- Proposed Private Access Road
- Proposed Public Road
- Proposed Turn Radius

Existing

- Occupied Structure - Participating
- Occupied Structure - Nonparticipating
- Silo
- Unoccupied Structure
- Existing Communications Towe
- Existing Transmission
- Project Boundary



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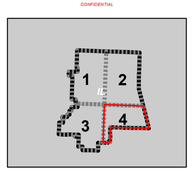

N

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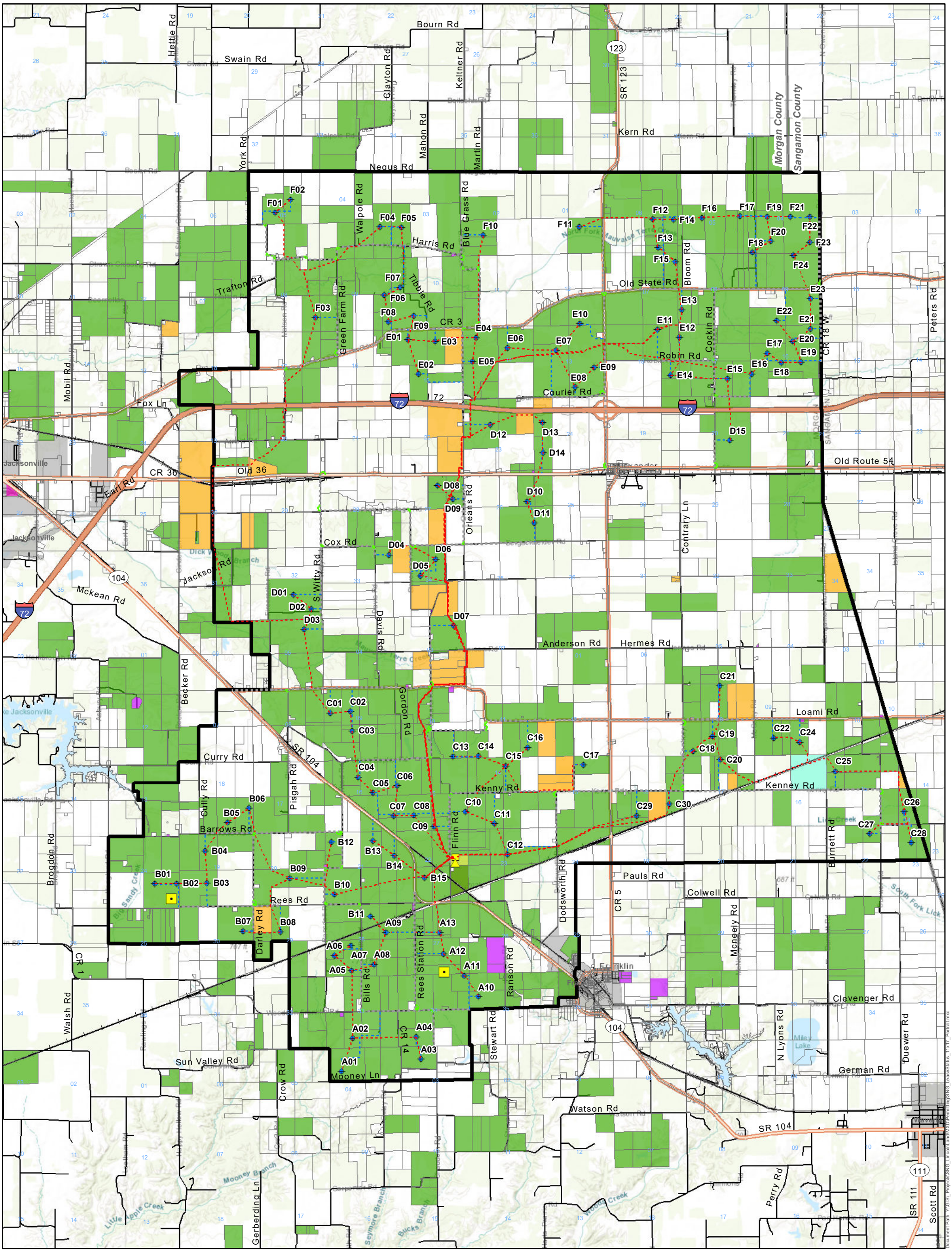
CONFIDENTIAL

APEX CLEAN ENERGY

Date: 2/18/2020
Author: MC

Appendix 1.3 – Site Control



Proposed Turbine (119)
Project Substation
Point of Interconnect
PermenantMet, Proposed
Underground Collection
Private Access Road
Public Road
Turn Radius
Lease, Signed
Participation Agreement, Signed
Purchase Option/Owned
UCE, Signed
Agreement In Progress
Laydown Yard
Substation / O and M
Project Boundary

Lincoln Land Layout 79 Lease Status Map

Date: 2/28/2020 Author: JF *CONFIDENTIAL*

Coordinate System: NAD 1983 StatePlane Illinois West FIPS 1202 Feet
Projection: Transverse Mercator
Datum: North American 1983
Units: Foot US

1 Miles

APEX CLEAN ENERGY

Appendix 1.4 – County Setbacks

Lincoln Land: Appendix 1.4 County Required Setbacks

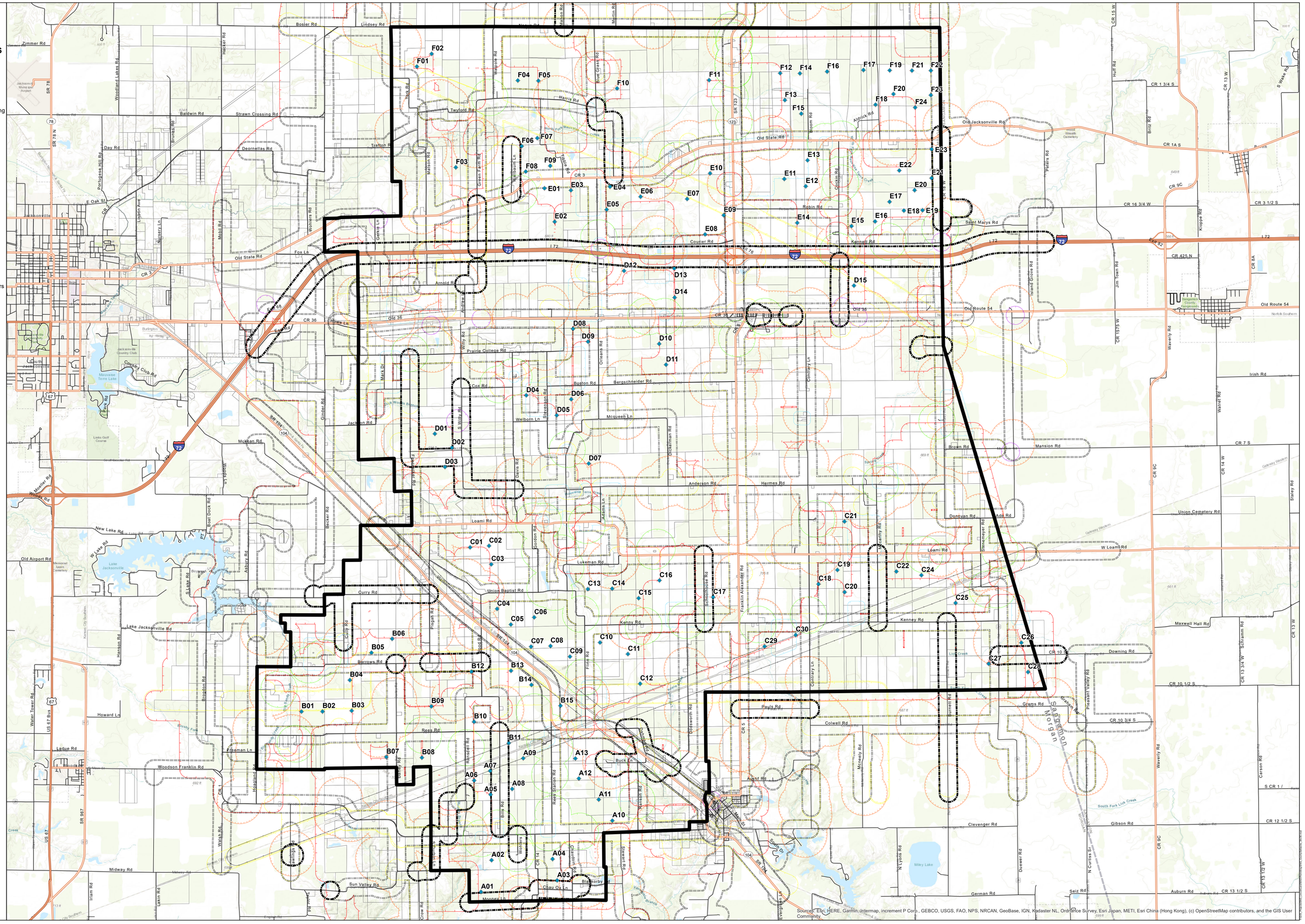
- Turbine Layout 79 (119)
- Project Boundary
- County Boundary
- Comm Tower
- Distribution Line
- Good Neighbor Agreement - Participating
- Occupied Structure - Participating
- Nonparticipating Parcel
- Occupied Structure - Participating
- Occupied Structure - Nonparticipating
- Railroad
- Paved Road - County
- Paved Road - County
- Unpaved Road - County
- Road - Interstate
- Road - State
- Transmission Line

County Setbacks

-1320' from Participating Primary Structures
-1650' from Nonparticipating Primary Structures
-1.1 x Tip Height from Public Roads
-1.1 x Tip Height from 3rd Party Utility & Distribution Lines
-1.1 x Tip Height from Communications Towers
-1.1 x Tip Height from all Nonparticipating Parcel Boundaries
-750' from Public Conservation Lands

Note:

1. Turbines are not drawn to scale
2. Turbine numbering is not sequential



N

0 0.45 0.9
Miles

CONFIDENTIAL

APEX CLEAN ENERGY

Date: 2/19/2020
Author: MC

Appendix 1.5 – All Setbacks

Lincoln Land: Appendix 1.5 All Setbacks

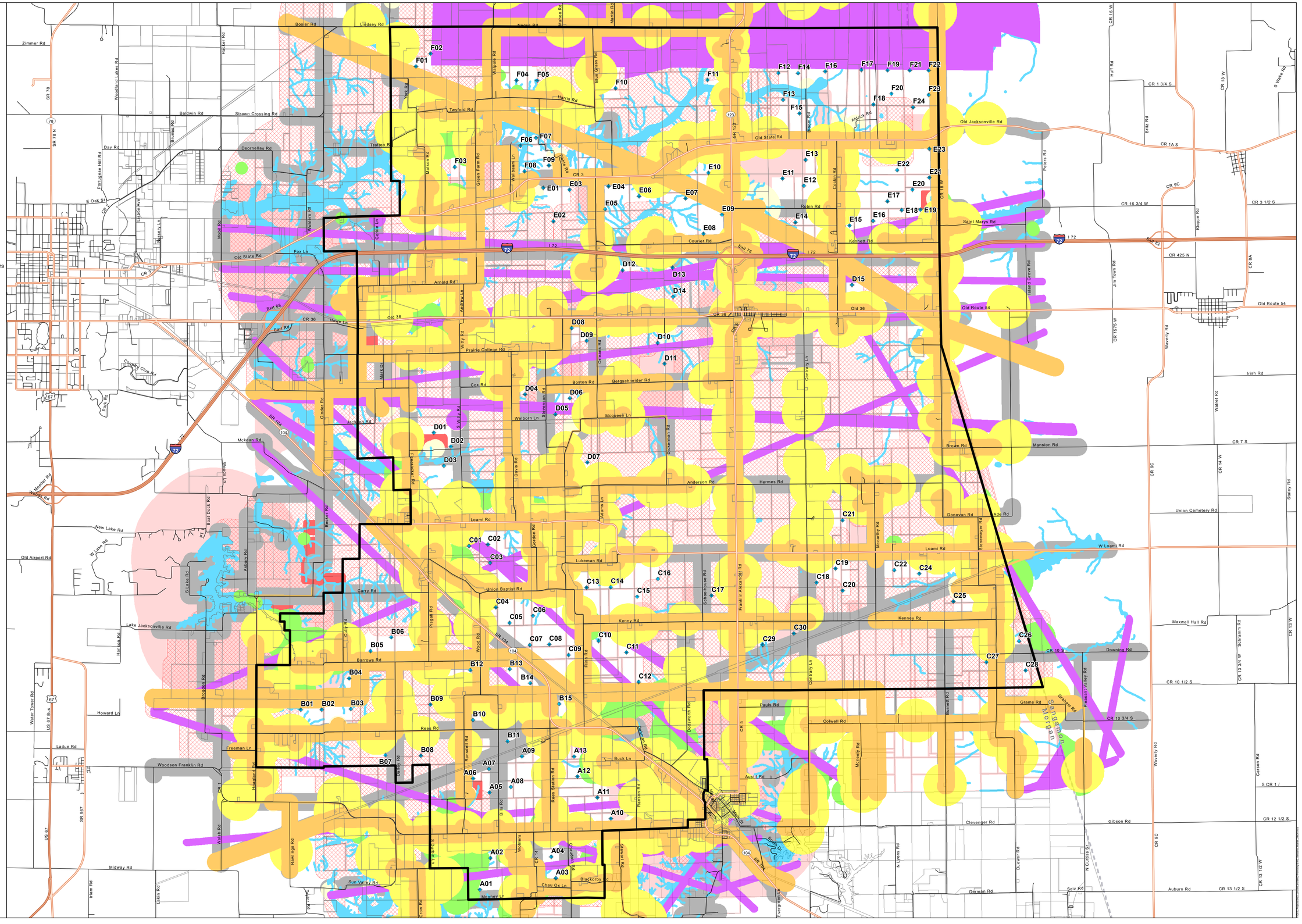
- Turbine Layout 79 (119)
- Structure - Occupied
- Structure - Unoccupied
- Infrastructure
- Airspace/Communications
- Cadastral
- Nonparticipating Parcel
- Lease Restriction
- Environmental
- Environmental Studies
- Water/Wetlands
- Transportation
- Project Boundary
- County Boundary
- Parcel Boundary

County Setbacks

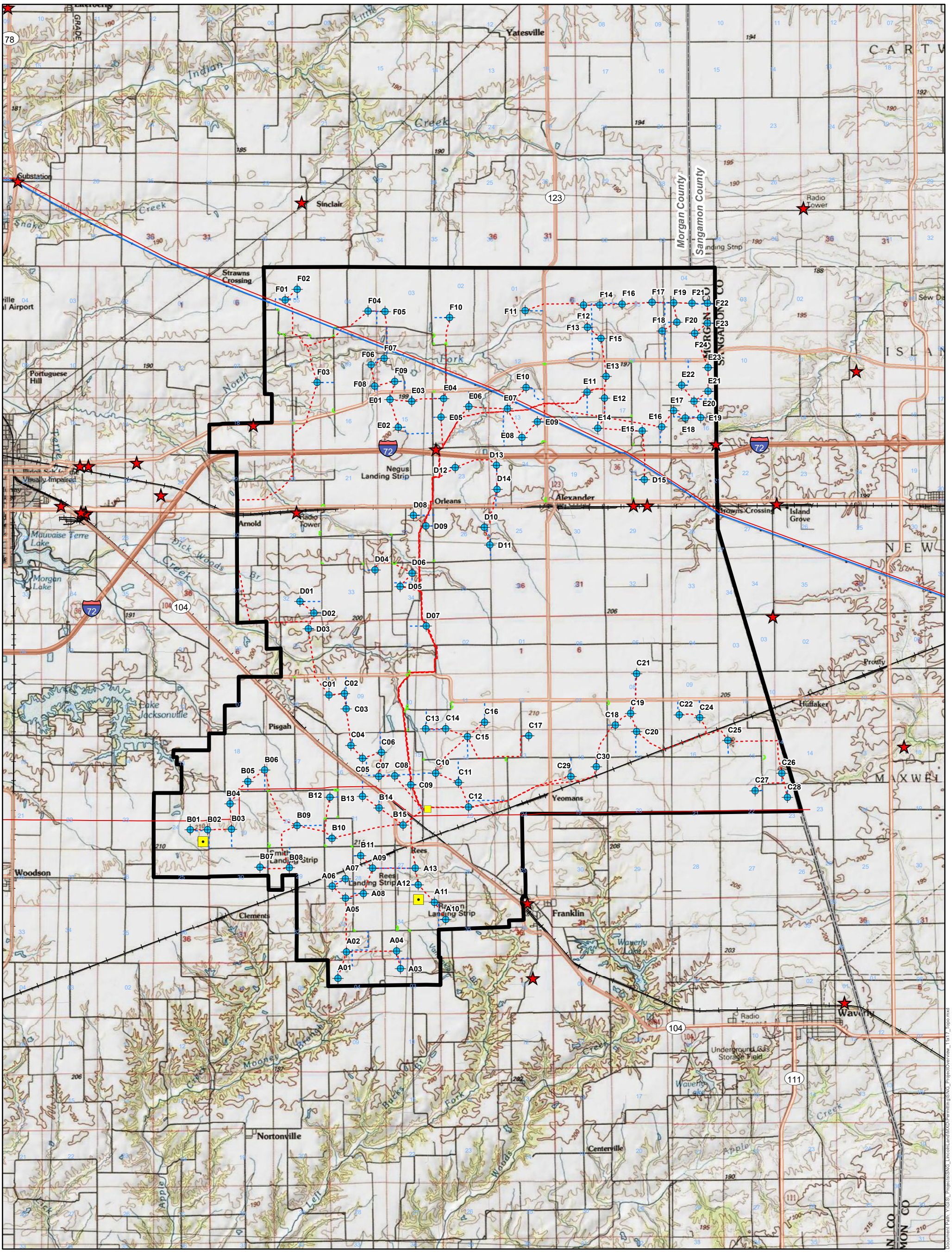
- -1320' from Participating Primary Structures
- -1650' from Nonparticipating Primary Structures
- -1.1 x Tip Height from Public Roads
- -1.1 x Tip Height from 3rd Party Utility & Distribution Lines
- -1.1 x Tip Height from Communications Towers
- -1.1 x Tip Height from all Nonparticipating Parcel Boundaries
- -750' from Public Conservation Lands

Note:

1. Turbines are not drawn to scale
2. Turbine numbering is not sequential



Appendix 1.6 – Environmental & Structures; Topography



- FCC Registered Antenna Structure
- Proposed Turbine (119)
- Project Substation
- Point of Interconnect
- Permenant Met
- Project Boundary
- Underground Collection
- Private Access Road
- Turn Radius
- Existing 240kV - 345kV
- Existing 100kV - 138kV

Lincoln Land Appendix 1.6 Environmental & Structures; Topographic

Date: 2/17/2020 Author: JF

CONFIDENTIAL

Coordinate System: NAD 1983 StatePlane Illinois West FIPS 1202 Feet
Projection: Transverse Mercator
Datum: North American 1983
Units: Foot US

1 Miles

APEX CLEAN ENERGY

Appendix 2 – Landowner Contact Data

Agreement Number	Agreement Name	Current Legal Name	Original Legal Name	Development Effective Date	Last Name	First Name	Middle Name	Suffix	Address	City	St	Zip	Home Phone	Cell Phone	Email	Role	Agreement Status
IL-SNG-066	Lease and Easement Agreement for Wind Energy Project	Robert A. Spradlin, a single person		2/26/2018	Spradlin	Robert	A.		2581 Wheeler Road	Alexander	IL	62601		217-415-1904	RobSprad1@yahoo.com	Signee	Agreement Signed
IL-SNG-067	Lease and Easement Agreement for Wind Energy Project	Michael R. Johnson, a/k/a Michael Johnson and JoAnn Johnson, husband and wife		2/28/2018	Johnson	Michael	R.	Sr.	3015 Kenny Road	Franklin	IL	62638	217-675-2670	217-473-7044		Signee	Agreement Signed
IL-SNG-067	Lease and Easement Agreement for Wind Energy Project	Michael R. Johnson, a/k/a Michael Johnson and JoAnn Johnson, husband and wife		2/28/2018	Johnson	JoAnn			3015 Kenny Road	Franklin	IL	62638	217-675-2670	217-473-7044		Signee	Agreement Signed
IL-SNG-068	Lease and Easement Agreement for Wind Energy Project	Hoelzer Farms, LLC, an Illinois limited liability company		3/27/2018	Hoelzer	Karen	L.		200 Maple Grove	Springfield	IL	62712	217-971-0612	217-971-0612	khoelzer@gmail.com	Signee	Agreement Signed
IL-SNG-069	Lease and Easement Agreement for Wind Energy Project	Barbara J. Johnson, a single person; and Lucas Garver, Trustee of the Donald R. Johnson Trust	Donald R. Johnson; and Barbara J. Johnson, a single person, a Remainderman	3/16/2018	Garver	Lucas			1156 Lafayette Avenue	Jacksonville	IL	62650				Signee	Agreement Signed
IL-SNG-069	Lease and Easement Agreement for Wind Energy Project	Barbara J. Johnson, a single person; and Lucas Garver, Trustee of the Donald R. Johnson Trust	Donald R. Johnson; and Barbara J. Johnson, a single person, a Remainderman	3/16/2018	Johnson	Barbara	J.		9099 S 700 E	Keystone	IN	46759				Signee	Agreement Signed
IL-SNG-070	Lease and Easement Agreement for Wind Energy Project	Debra K. Johnson, Trustee of the Debra K. Johnson Revocable Trust, dated October 4, 2019, as amended	Donald R. Johnson; and Debra Kay Johnson, f/k/a Debra Kay Pierce, a single person, as Remainderman	3/16/2018	Johnson	Debra	Kay		213 Bluffview Court	Troy	MO	63379				Signee	Agreement Signed
IL-SNG-070	Lease and Easement Agreement for Wind Energy Project	Debra K. Johnson, Trustee of the Debra K. Johnson Revocable Trust, dated October 4, 2019, as amended	Donald R. Johnson; and Debra Kay Johnson, f/k/a Debra Kay Pierce, a single person, as Remainderman	3/16/2018	Johnson	Estate of Donald	R.		414 Main Street	Franklin	IL	62638	217-675-2671	217-370-1064		Signee	Agreement Signed
IL-SNG-071	Lease and Easement Agreement for Wind Energy Project	Stacy J. Lawrence, a married person	Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and Stacy J. Lawrence, a married person, as Remainderman	3/16/2018	Lawrence	Christopher			2912 E Griffiths Avenue	Springfield	IL	62702	217-522-3541	217-741-0554	slcl@sbcglobal.net	Signee	Agreement Signed

IL-SNG-071	Lease and Easement Agreement for Wind Energy Project	Stacy J. Lawrence, a married person	Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and Stacy J. Lawrence, a married person, as Remainderman	3/16/2018	Lawrence	Stacy	J.		2912 E Griffiths Avenue	Springfield	IL	62702	217-522-3541	217-741-0554	slcl@sbcglobal.net	Signee	Agreement Signed
IL-SNG-072	Lease and Easement Agreement for Wind Energy Project	Will Johnson Enterprises LLC, a Georgia limited liability company	Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and William J. Johnson, a married person, Remainderman	3/23/2018	Johnson	William	J.		6835 Augusta Manor	Suwanee	GA	30024	404-281-5847		willjohnson612@icloud.com	Signee	Agreement Signed
IL-SNG-073	Lease and Easement Agreement for Wind Energy Project	Craig A. Wood, Trustee of the Craig A. Wood Revocable Trust, dated June 13, 2017		4/5/2018	Wood	Craig	A.		6110 Sugar Bush Drive	Magnolia	TX	77354				Signee	Agreement Signed
IL-SNG-075	Lease and Easement Agreement for Wind Energy Project	Richard Lee Bergschneider, a/k/a Richard L. Bergschneider, a/k/a Richard Bergschneider, and Lea E. Bergschneider, husband and wife		5/31/2018	Bergschneider	Richard	Lee		2716 Union Baptist Road	Franklin	IL	62638	217-473-7126			Signee	Agreement Signed
IL-SNG-075	Lease and Easement Agreement for Wind Energy Project	Richard Lee Bergschneider, a/k/a Richard L. Bergschneider, a/k/a Richard Bergschneider, and Lea E. Bergschneider, husband and wife		5/31/2018	Bergschneider	Lea	E.		2716 Union Baptist Road	Franklin	IL	62638	217-473-7126			Signee	Agreement Signed
IL-SNG-076	Purchase and Sale Agreement	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006		5/30/2018	Rees	Beverly	JoAnn		2751 Lukeman Road	Franklin	IL	62638	217-473-2197		bevrees59@outlook.com	Signee	Agreement Signed

IL-SNG-076	Purchase and Sale Agreement	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006		5/30/2018	Rees	William	M.	IV	2877 Woodson Franklin Road	Franklin	IL	62638		217-473-1302	william.rees57@yahoo.com	Signee	Agreement Signed
IL-SNG-076	Purchase and Sale Agreement	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006		5/30/2018	Rees	Richard	L.		758 Rees Station Road	Franklin	IL	62638	217-675-2093	217-473-7113	rrees@corn-belt.net	Signee	Agreement Signed
IL-SNG-077	Purchase and Sale Agreement	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustees of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006		5/14/2018	Rees	Beverly	JoAnn		2751 Lukeman Road	Franklin	IL	62638	217-473-2197		bevrees59@outlook.com	Signee	Agreement Signed
IL-SNG-077	Purchase and Sale Agreement	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustees of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006		5/14/2018	Rees	William	M.	IV	2877 Woodson Franklin Road	Franklin	IL	62638		217-473-1302	william.rees57@yahoo.com	Signee	Agreement Signed
IL-SNG-077	Purchase and Sale Agreement	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustees of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006		5/14/2018	Rees	Richard	L.		758 Rees Station Road	Franklin	IL	62638	217-675-2093	217-473-7113	rrees@corn-belt.net	Signee	Agreement Signed
IL-SNG-078	Lease and Easement Agreement for Wind Energy Project	Gary E. Strawn and Vicki E. Strawn, husband and wife		6/6/2018	Strawn	Gary	E.		2900 Old Route 36	Alexander	IL	62601	217-478-2281	217-370-5237		Signee	Agreement Signed
IL-SNG-078	Lease and Easement Agreement for Wind Energy Project	Gary E. Strawn and Vicki E. Strawn, husband and wife		6/6/2018	Strawn	Vicki	E.		2900 Old Route 36	Alexander	IL	62601	217-478-2281	217-370-5237		Signee	Agreement Signed
IL-SNG-079	Lease and Easement Agreement for Wind Energy Project	Gary E. Strawn, Trustee of the Byron W. Strawn Family Trust created by subparagraph 4(b) of said declaration of trust		6/6/2018	Strawn	Gary	E.		2900 Old Route 36	Alexander	IL	62601	217-478-2281	217-370-5237		Signee	Agreement Signed
IL-SNG-080	Lease and Easement Agreement for Wind Energy Project	Gary Strawn, Successor Trustee of the Elmer G. Strawn September 1985 Trust		6/6/2018	Strawn	Gary	E.		2900 Old Route 36	Alexander	IL	62601	217-478-2281	217-370-5237		Signee	Agreement Signed
IL-SNG-082	Lease and Easement Agreement for Wind Energy Project	Lester Jay Meado and Renee L. Meado, husband and wife		6/28/2018	Meado	Lester	Jay		1606 Cockin Road	Alexander	IL	62601		217-370-7331	meadofarm@hotmail.com	Signee	Agreement Signed

IL-SNG-082	Lease and Easement Agreement for Wind Energy Project	Lester Jay Meado and Renee L. Meado, husband and wife		6/28/2018	Meado	Renee	L.		1606 Cockin Road	Alexander	IL	62601		217-370-0783		Signee	Agreement Signed
IL-SNG-083	Lease and Easement Agreement for Wind Energy Project	Lester J. Meado and Bonnie L. Meado, as Trustees of the Meado November 2014 Trust, created by Declaration of Trust dated November 13, 2014		6/28/2018	Meado	Bonnie	L.		1592 Cockin Road	Alexander	IL	62601	217-478-3031			Signee	Agreement Signed
IL-SNG-083	Lease and Easement Agreement for Wind Energy Project	Lester J. Meado and Bonnie L. Meado, as Trustees of the Meado November 2014 Trust, created by Declaration of Trust dated November 13, 2014		6/28/2018	Meado	Lester	Junior		1592 Cockin Road	Alexander	IL	62601	217-478-3031			Signee	Agreement Signed
IL-SNG-084	Lease and Easement Agreement for Wind Energy Project	Bonnie Meado, a married person, Life Estate Tenant; and Lester J. Meado, a married person, Remainderman		6/28/2018	Meado	Bonnie	L.		1592 Cockin Road	Alexander	IL	62601	217-478-3031			Signee	Agreement Signed
IL-SNG-084	Lease and Easement Agreement for Wind Energy Project	Bonnie Meado, a married person, Life Estate Tenant; and Lester J. Meado, a married person, Remainderman		6/28/2018	Meado	Lester	Junior		1592 Cockin Road	Alexander	IL	62601	217-478-3031			Signee	Agreement Signed
IL-SNG-084	Lease and Easement Agreement for Wind Energy Project	Bonnie Meado, a married person, Life Estate Tenant; and Lester J. Meado, a married person, Remainderman		6/28/2018	Meado	Lester	Jay		1606 Cockin Road	Alexander	IL	62601		217-370-7331	meadofarm@hotmail.com	Signee	Agreement Signed
IL-SNG-084	Lease and Easement Agreement for Wind Energy Project	Bonnie Meado, a married person, Life Estate Tenant; and Lester J. Meado, a married person, Remainderman		6/28/2018	Meado	Renee	L.		1606 Cockin Road	Alexander	IL	62601		217-370-0783		Signee	Agreement Signed
IL-SNG-085	Lease and Easement Agreement for Wind Energy Project	Katherine A. Gordon, Trustee of the Gordon September 2014 Trust, created by Declaration of Trust dated September 30, 2014		7/9/2018	Gordon	Katherine	A.		1038 Ed Gordon Road	Franklin	IL	62638		217-473-9318	kathy-bill@hotmail.com	Signee	Agreement Signed
IL-SNG-086	Lease and Easement Agreement for Wind Energy Project	Bernice L. Bergschneider, Trustee of the Bernice L. Bergschneider Declaration of Trust, dated July 12, 2000		7/11/2018	Bergschneider	Bernice	L.		2890 Woodson Franklin Road	Franklin	IL	62638	217-473-2739			Signee	Agreement Signed
IL-SNG-087	Lease and Easement Agreement for Wind Energy Project	Gina Hamilton, a married person		7/17/2018	Hamilton	Gina			520 Stewart Road	Franklin	IL	62638	217-675-2720		gina@hamiltonscatering.com	Signee	Agreement Signed
IL-SNG-087	Lease and Easement Agreement for Wind Energy Project	Gina Hamilton, a married person		7/17/2018	Hamilton	George			520 Stewart Road	Franklin	IL	62638	217-675-2720		gina@hamiltonscatering.com	Signee	Agreement Signed
IL-SNG-088	Lease and Easement Agreement for Wind Energy Project	Ralph A. Wohlers, Trustee of the Ralph A. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013, and of the Thelma M. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013		7/18/2018	Wohlers	Ralph	A.		613 Wohlers	Franklin	IL	62638	217-675-2694			Signee	Agreement Signed
IL-SNG-089	Lease and Easement Agreement for Wind Energy Project	AWA Properties, LP, a Missouri limited partnership		7/20/2018	Crawford	William	G.		61 Crestwood Drive	St. Louis	MO	63105	314-221-1612			Signee	Agreement Signed
IL-SNG-091	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006		7/20/2018	Rees	Beverly	JoAnn		2751 Lukeman Road	Franklin	IL	62638	217-473-2197		bevrees59@outlook.com	Signee	Agreement Signed

IL-SNG-091	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006		7/20/2018	Rees	William	M.	IV	2877 Woodson Franklin Road	Franklin	IL	62638		217-473-1302	william.rees57@yahoo.com	Signee	Agreement Signed
IL-SNG-091	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006		7/20/2018	Rees	Richard	L.		758 Rees Station Road	Franklin	IL	62638	217-675-2093	217-473-7113	rrees@corn-belt.net	Signee	Agreement Signed
IL-SNG-092	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006		7/20/2018	Rees	William	M.	IV	2877 Woodson Franklin Road	Franklin	IL	62638		217-473-1302	william.rees57@yahoo.com	Signee	Agreement Signed
IL-SNG-092	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006		7/20/2018	Rees	Richard	L.		758 Rees Station Road	Franklin	IL	62638	217-675-2093	217-473-7113	rrees@corn-belt.net	Signee	Agreement Signed
IL-SNG-092	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006		7/20/2018	Rees	Beverly	JoAnn		2751 Lukeman Road	Franklin	IL	62638	217-473-2197		bevrees59@outlook.com	Signee	Agreement Signed
IL-SNG-093	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006		7/20/2018	Rees	Beverly	JoAnn		2751 Lukeman Road	Franklin	IL	62638	217-473-2197		bevrees59@outlook.com	Signee	Agreement Signed
IL-SNG-093	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006		7/20/2018	Rees	William	M.	IV	2877 Woodson Franklin Road	Franklin	IL	62638		217-473-1302	william.rees57@yahoo.com	Signee	Agreement Signed
IL-SNG-093	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the Edith S. Rees Living Trust, created by		7/20/2018	Rees	Richard	L.		758 Rees Station Road	Franklin	IL	62638	217-675-2093	217-473-7113	rrees@corn-belt.net	Signee	Agreement Signed

		Declaration of Living Trust dated October 3, 2006															
IL-SNG-095	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, a married person; Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016		7/24/2018	Rees	Juanita	K.		2877 Woodson Franklin Road	Franklin	IL	62638		217-473-1302	william.rees57@yahoo.com	Signee	Agreement Signed
IL-SNG-095	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, a married person; Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016		7/24/2018	Rees	Richard	L.		758 Rees Station Road	Franklin	IL	62638	217-675-2093	217-473-7113	rrees@corn-belt.net	Signee	Agreement Signed
IL-SNG-095	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, a married person; Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016		7/24/2018	Rees	Diana	G.		758 Rees Station Road	Franklin	IL	62638	217-675-2093	217-473-0905	rrees@corn-belt.net	Signee	Agreement Signed
IL-SNG-095	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, a married person; Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016		7/24/2018	Rees	William	M.	IV	2877 Woodson Franklin Road	Franklin	IL	62638		217-473-1302	william.rees57@yahoo.com	Signee	Agreement Signed
IL-SNG-096	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, a married person		7/24/2018	Rees	Juanita	K.		2877 Woodson Franklin Road	Franklin	IL	62638		217-473-1302	william.rees57@yahoo.com	Signee	Agreement Signed
IL-SNG-096	Lease and Easement Agreement for Wind Energy Project	William M. Rees, IV, a married person		7/24/2018	Rees	William	M.	IV	2877 Woodson Franklin Road	Franklin	IL	62638		217-473-1302	william.rees57@yahoo.com	Signee	Agreement Signed
IL-SNG-097	Lease and Easement Agreement for Wind Energy Project	Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016		7/20/2018	Rees	Richard	L.		758 Rees Station Road	Franklin	IL	62638	217-675-2093	217-473-7113	rrees@corn-belt.net	Signee	Agreement Signed
IL-SNG-097	Lease and Easement Agreement for Wind Energy Project	Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016,		7/20/2018	Rees	Diana	G.		758 Rees Station Road	Franklin	IL	62638	217-675-2093	217-473-0905	rrees@corn-belt.net	Signee	Agreement Signed

		established by Declaration of Trust dated June 24, 2016															
IL-SNG-098	Lease and Easement Agreement for Wind Energy Project	Beverly J. Rees, f/k/a Beverly R. West, a single person		7/20/2018	Rees	Beverly	JoAnn		2751 Lukeman Road	Franklin	IL	62638	217-473-2197		bevrees59@outlook.com	Signee	Agreement Signed
IL-SNG-099	Lease and Easement Agreement for Wind Energy Project	Edith S. Rees, a single person; Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016		7/20/2018	Rees	Beverly	JoAnn		2751 Lukeman Road	Franklin	IL	62638	217-473-2197		bevrees59@outlook.com	Signee	Agreement Signed
IL-SNG-099	Lease and Easement Agreement for Wind Energy Project	Edith S. Rees, a single person; Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016		7/20/2018	Rees	Richard	L.		758 Rees Station Road	Franklin	IL	62638	217-675-2093	217-473-7113	rrees@corn-belt.net	Signee	Agreement Signed
IL-SNG-099	Lease and Easement Agreement for Wind Energy Project	Edith S. Rees, a single person; Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016		7/20/2018	Rees	Diana	G.		758 Rees Station Road	Franklin	IL	62638	217-675-2093	217-473-0905	rrees@corn-belt.net	Signee	Agreement Signed
IL-SNG-103	Lease and Easement Agreement for Wind Energy Project	James E. Johnson, Jr. and Catherine Ann Johnson, husband and wife		8/15/2018	Johnson	James	E.	Jr.	5 Westview Drive	Franklin	IL	62638	217-675-2700	217-370-7044		Signee	Agreement Signed
IL-SNG-103	Lease and Easement Agreement for Wind Energy Project	James E. Johnson, Jr. and Catherine Ann Johnson, husband and wife		8/15/2018	Johnson	Catherine	Ann		5 Westview Drive	Franklin	IL	62638	217-675-2700	217-370-7044		Signee	Agreement Signed
IL-SNG-104	Lease and Easement Agreement for Wind Energy Project	Robert Radkiewicz and Susan Radkiewicz, husband and wife		8/15/2018	Radkiewicz	Robert			2669 Old State Road	Jacksonville	IL	62650	217-883-1883	217-883-0024	bobbinsues@gmail.com	Signee	Agreement Signed
IL-SNG-104	Lease and Easement Agreement for Wind Energy Project	Robert Radkiewicz and Susan Radkiewicz, husband and wife		8/15/2018	Radkiewicz	Susan			2669 Old State Road	Jacksonville	IL	62650	217-883-1883	217-883-0024	bobbinsues@gmail.com	Signee	Agreement Signed
IL-SNG-105	Lease and Easement Agreement for Wind Energy Project	John T. Birkett, a single person		6/22/2018	Birkett	John	T.		2453 County Road 1150 N	Homer	IL	61849		217-778-1177		Signee	Agreement Signed
IL-SNG-106	Lease and Easement Agreement for Wind Energy Project	John Allen Ebrey, a/k/a John A. Ebrey, a married person		8/10/2018	Ebrey	John	Allen		1033 Orleans Road	Franklin	IL	62638		217-473-2921	dogmechanic@msn.com	Signee	Agreement Signed
IL-SNG-106	Lease and Easement Agreement for Wind Energy Project	John Allen Ebrey, a/k/a John A. Ebrey, a married person		8/10/2018	Ebrey	Theresa			1033 Orleans Road	Franklin	IL	62638		217-473-2921	dogmechanic@msn.com	Signee	Agreement Signed
IL-SNG-107	Lease and Easement Agreement for Wind Energy Project	Charles Donald Ryan and Joyce A. Ryan, husband and wife		8/22/2018	Ryan	Charles	Donald		3639 SW Natura Avenue, Apt. D	Deerfield Beach	FL	33441	217-408-6643		zigryan@comcast.net	Signee	Agreement Signed

IL-SNG-107	Lease and Easement Agreement for Wind Energy Project	Charles Donald Ryan and Joyce A. Ryan, husband and wife		8/22/2018	Ryan	Joyce	A.		3639 SW Natura Avenue, Apt. D	Deerfield Beach	FL	33441	217-408-6643		zigryan@comcast.net	Signee	Agreement Signed
IL-SNG-108	Lease and Easement Agreement for Wind Energy Project	James Edward Eck, a single person		8/22/2018	Eck	James	Edward		PO Box 21, 502 Maple Street	New Berlin	IL	62670	217-652-6444			Signee	Agreement Signed
IL-SNG-109	Lease and Easement Agreement for Wind Energy Project	Robert W. Eck, Trustee of the Robert W. Eck Declaration of Trust; and Lola A. Eck, Trustee of the Lola A. Eck Declaration of Trust		8/22/2018	Eck	Robert	William		1239 Sangamon Morgan County Road	New Berlin	IL	62670	217-971-5041	217-899-0311		Signee	Agreement Signed
IL-SNG-109	Lease and Easement Agreement for Wind Energy Project	Robert W. Eck, Trustee of the Robert W. Eck Declaration of Trust; and Lola A. Eck, Trustee of the Lola A. Eck Declaration of Trust		8/22/2018	Eck	Lola	A.		1239 Morgan Sangamon Road	New Berlin	IL	62670	217-971-5041	217-899-0311		Signee	Agreement Signed
IL-SNG-110	Lease and Easement Agreement for Wind Energy Project	Gary L. Bryant, a married person, and Bruce W. Bryant, a married person		8/22/2018	Bryant	Gary	L.		2764 Woodson Franklin Road	Franklin	IL	62638	217-675-2474			Signee	Agreement Signed
IL-SNG-110	Lease and Easement Agreement for Wind Energy Project	Gary L. Bryant, a married person, and Bruce W. Bryant, a married person		8/22/2018	Bryant	Sandra	R.		2764 Woodson Franklin Road	Franklin	IL	62638	217-675-2474			Signee	Agreement Signed
IL-SNG-110	Lease and Easement Agreement for Wind Energy Project	Gary L. Bryant, a married person, and Bruce W. Bryant, a married person		8/22/2018	Bryant	Bruce	W.		408 Pine Street	Roadhouse	IL	62082	217-589-4269			Signee	Agreement Signed
IL-SNG-110	Lease and Easement Agreement for Wind Energy Project	Gary L. Bryant, a married person, and Bruce W. Bryant, a married person		8/22/2018	Bryant	Florence			408 Pine Street	Roadhouse	IL	62082	217-589-4269			Signee	Agreement Signed
IL-SNG-111	Lease and Easement Agreement for Wind Energy Project	Gary L. Bryant and Sandra R. Bryant, husband and wife		8/22/2018	Bryant	Gary	L.		2764 Woodson Franklin Road	Franklin	IL	62638	217-675-2474			Signee	Agreement Signed
IL-SNG-111	Lease and Easement Agreement for Wind Energy Project	Gary L. Bryant and Sandra R. Bryant, husband and wife		8/22/2018	Bryant	Sandra	R.		2764 Woodson Franklin Road	Franklin	IL	62638	217-675-2474			Signee	Agreement Signed
IL-SNG-112	Wind Farm Participation and Support Agreement	Bruce R. Harris and Audrey M. Harris, husband and wife		8/22/2018	Harris	Bruce	R.		2778 Harris Road	Jacksonville	IL	62650		217-370-4708		Signee	Agreement Signed
IL-SNG-112	Wind Farm Participation and Support Agreement	Bruce R. Harris and Audrey M. Harris, husband and wife		8/22/2018	Harris	Audrey	M.		2778 Harris Road	Jacksonville	IL	62650		217-370-4696		Signee	Agreement Signed
IL-SNG-113	Lease and Easement Agreement for Wind Energy Project	Carl W. Milleson, Trustee of the Milleson Brothers Trust 2014, established by Declaration of Trust dated April 21, 2014		9/4/2018	Milleson	Carl	W.		2235 Gobblers Road	Murrayville	IL	62668	217-882-5031	217-370-2281		Signee	Agreement Signed
IL-SNG-114	Lease and Easement Agreement for Wind Energy Project	Danny W. Keltner and Lynn A. Keltner, as Co-Trustees of the Danny W. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017, and as Co-Trustees of the Lynn A. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017		8/15/2018	Keltner	Danny	W.		1966 Keltner Road	Alexander	IL	62601	217-473-8316	256-974-5330		Signee	Agreement Signed
IL-SNG-114	Lease and Easement Agreement for Wind Energy Project	Danny W. Keltner and Lynn A. Keltner, as Co-Trustees of the Danny W. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017,		8/15/2018	Keltner	Lynn	A.		1966 Keltner Road	Alexander	IL	62601	217-473-8316	256-974-5330		Signee	Agreement Signed

		and as Co-Trustees of the Lynn A. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017															
IL-SNG-115	Lease and Easement Agreement for Wind Energy Project	R. Edward Cowman and Suzanne Cowman, husband and wife		9/6/2018	Cowman	R.	Edward		305 E Gibson Street	New Berlin	IL	62670		217-473-0411		Signee	Agreement Signed
IL-SNG-115	Lease and Easement Agreement for Wind Energy Project	R. Edward Cowman and Suzanne Cowman, husband and wife		9/6/2018	Cowman	Suzanne			305 E Gibson Street	New Berlin	IL	62670		217-473-0411		Signee	Agreement Signed
IL-SNG-116	Lease and Easement Agreement for Wind Energy Project	Ralph A. Wohlers, Trustee of the Ralph A. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013, and of the Thelma M. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013; and Gerald L. Wohlers and Cheryl J. Wohlers, husband and wife		9/6/2018	Wohlers	Ralph	A.		613 Wohlers	Franklin	IL	62638	217-675-2694			Signee	Agreement Signed
IL-SNG-116	Lease and Easement Agreement for Wind Energy Project	Ralph A. Wohlers, Trustee of the Ralph A. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013, and of the Thelma M. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013; and Gerald L. Wohlers and Cheryl J. Wohlers, husband and wife		9/6/2018	Wohlers	Gerald	L.		4240 Hidden Lake Drive	Port Orange	FL	32129		386-310-7668	cwgw@cfl.rr.com	Signee	Agreement Signed
IL-SNG-116	Lease and Easement Agreement for Wind Energy Project	Ralph A. Wohlers, Trustee of the Ralph A. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013, and of the Thelma M. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013; and Gerald L. Wohlers and Cheryl J. Wohlers, husband and wife		9/6/2018	Wohlers	Cheryl	J.		4240 Hidden Lake Drive	Port Orange	FL	32129		386-310-7668	cwgw@cfl.rr.com	Signee	Agreement Signed
IL-SNG-117	Lease and Easement Agreement for Wind Energy Project	Robert H. Bergschneider and Marilyn P. Bergschneider, Trustees of the Robert H. Bergschneider Living Trust, dated December 1, 2003, and of the Marilyn P. Bergschneider Living Trust, dated December 1, 2003		9/11/2018	Bergschneider	Robert	H.		849 Contrary Lane	Waverly	IL	62692		217-473-1593		Signee	Agreement Signed
IL-SNG-117	Lease and Easement Agreement for Wind Energy Project	Robert H. Bergschneider and Marilyn P. Bergschneider, Trustees of the Robert H. Bergschneider Living Trust, dated December 1, 2003, and of the Marilyn P. Bergschneider Living Trust, dated December 1, 2003		9/11/2018	Bergschneider	Marilyn	P.		849 Contrary Lane	Waverly	IL	62692		217-473-1593		Signee	Agreement Signed
IL-SNG-118	Lease and Easement Agreement for Wind Energy Project	Beverly E. Huber, a/k/a Beverly E. Wohlers, a single person; Deborah M. Steinacher, a/k/a Deborah M. Wohlers, a married person; Connie L. Lawson, a/k/a		8/20/2018	Steinacher	Deborah	M.		2629 Woodson Franklin Road	Franklin	IL	62638		217-370-0581	steinacherds@yahoo.com	Signee	Agreement Signed

		Connie L. Wohlers, a married person; and Brenda S. Wilson, a/k/a Brenda S. Wohlers, a single person															
IL-SNG-118	Lease and Easement Agreement for Wind Energy Project	Beverly E. Huber, a/k/a Beverly E. Wohlers, a single person; Deborah M. Steinacher, a/k/a Deborah M. Wohlers, a married person; Connie L. Lawson, a/k/a Connie L. Wohlers, a married person; and Brenda S. Wilson, a/k/a Brenda S. Wohlers, a single person		8/20/2018	Lawson	Tim			3304 Silver Pine Trail	Colorado Springs	CO	80920		608-347-6202	tccllawson89@gmail.com	Signee	Agreement Signed
IL-SNG-118	Lease and Easement Agreement for Wind Energy Project	Beverly E. Huber, a/k/a Beverly E. Wohlers, a single person; Deborah M. Steinacher, a/k/a Deborah M. Wohlers, a married person; Connie L. Lawson, a/k/a Connie L. Wohlers, a married person; and Brenda S. Wilson, a/k/a Brenda S. Wohlers, a single person		8/20/2018	Steinacher	Steven	J.		2629 Woodson Franklin Road	Franklin	IL	62638		217-370-0581	steinacherds@yahoo.com	Signee	Agreement Signed
IL-SNG-118	Lease and Easement Agreement for Wind Energy Project	Beverly E. Huber, a/k/a Beverly E. Wohlers, a single person; Deborah M. Steinacher, a/k/a Deborah M. Wohlers, a married person; Connie L. Lawson, a/k/a Connie L. Wohlers, a married person; and Brenda S. Wilson, a/k/a Brenda S. Wohlers, a single person		8/20/2018	Huber	Beverly	E.		3804 Ryebrook Court	Springfield	IL	62704		217-971-5692	justyouandme03@gmail.com	Signee	Agreement Signed
IL-SNG-118	Lease and Easement Agreement for Wind Energy Project	Beverly E. Huber, a/k/a Beverly E. Wohlers, a single person; Deborah M. Steinacher, a/k/a Deborah M. Wohlers, a married person; Connie L. Lawson, a/k/a Connie L. Wohlers, a married person; and Brenda S. Wilson, a/k/a Brenda S. Wohlers, a single person		8/20/2018	Lawson	Connie	L.		3304 Silver Pine Trail	Colorado Springs	CO	80920		608-347-6202	tccllawson89@gmail.com	Signee	Agreement Signed
IL-SNG-118	Lease and Easement Agreement for Wind Energy Project	Beverly E. Huber, a/k/a Beverly E. Wohlers, a single person; Deborah M. Steinacher, a/k/a Deborah M. Wohlers, a married person; Connie L. Lawson, a/k/a Connie L. Wohlers, a married person; and Brenda S. Wilson, a/k/a Brenda S. Wohlers, a single person		8/20/2018	Wilson	Brenda	S.		2678 Mooney Lane	Franklin	IL	62638		217-473-2206	bswilson71@gmail.com	Signee	Agreement Signed
IL-SNG-119	Lease and Easement Agreement for Wind Energy Project	Alice Francine Buchanan and Phillip J. Harris, Successor Co-Trustees of the Alice B. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991 and of the Frank R. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991		9/28/2018	Harris	Phillip	J.		202 Hemlock St.	Pekin	IL	61554	309-346-2001			Signee	Agreement Signed
IL-SNG-119	Lease and Easement Agreement for Wind Energy Project	Alice Francine Buchanan and Phillip J. Harris, Successor Co-Trustees of the Alice B. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991 and of the Frank R. Harris Living Trust,		9/28/2018	Buchanan	Alice	Francine		202 Hemlock Street	Pekin	IL	61554	309-346-2001		afrank.lb@gmail.com (not sure)	Signee	Agreement Signed

		under Declaration of Living Trust dated the 24th day of January, 1991															
IL-SNG-120	Lease and Easement Agreement for Wind Energy Project	Ronald M. Walpole and Pamela S. Walpole, husband and wife		10/3/2018	Walpole	Ronald	M.		1662 State Highway 123	Alexander	IL	62601	217-478-4431			Signee	Agreement Signed
IL-SNG-120	Lease and Easement Agreement for Wind Energy Project	Ronald M. Walpole and Pamela S. Walpole, husband and wife		10/3/2018	Walpole	Pamela	S.		1662 State Highway 123	Alexander	IL	62601	217-478-4431			Signee	Agreement Signed
IL-SNG-122	Lease and Easement Agreement for Wind Energy Project	Michael R. Johnson, Sr., and Jo Ann Johnson, husband and wife	Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and Michael R. Johnson, a married person, Remainderman	10/12/2018	Johnson	JoAnn			3015 Kenny Road	Franklin	IL	62638	217-675-2670	217-473-7044		Signee	Agreement Signed
IL-SNG-122	Lease and Easement Agreement for Wind Energy Project	Michael R. Johnson, Sr., and Jo Ann Johnson, husband and wife	Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and Michael R. Johnson, a married person, Remainderman	10/12/2018	Johnson	Michael	R.	Sr.	3015 Kenny Road	Franklin	IL	62638	217-675-2670	217-473-7044		Signee	Agreement Signed
IL-SNG-123	Lease and Easement Agreement for Wind Energy Project	Bruce T. Johnson, a married person	Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and Bruce T. Johnson, a married person, as Remainderman	10/12/2018	Johnson	Deanne	Coffey		617 Teal Avenue	Celebration	FL	34747				Signee	Agreement Signed
IL-SNG-123	Lease and Easement Agreement for Wind Energy Project	Bruce T. Johnson, a married person	Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and Bruce T. Johnson, a married person, as Remainderman	10/12/2018	Johnson	Bruce	T.		617 Teal Avenue	Celebration	FL	34747				Signee	Agreement Signed

IL-SNG-124	Lease and Easement Agreement for Wind Energy Project	Rowlin Evergreen Farm, LLC, a Washington limited liability company		10/15/2018	Willingham	Linda	Davis		29 Country Club Drive SW	Lakewood	WA	98498	253-584-5858	253-307-7777	Z2533077777@gmail.com	Signee	Agreement Signed
IL-SNG-124	Lease and Easement Agreement for Wind Energy Project	Rowlin Evergreen Farm, LLC, a Washington limited liability company		10/15/2018	Willingham	Rainer	O.		29 Country Club Drive SW	Lakewood	WA	98498	253-584-5858	253-307-7777	Z2533077777@gmail.com	Signee	Agreement Signed
IL-SNG-125	Lease and Easement Agreement for Wind Energy Project	Amy S. Bell, a married person; Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008; Steven W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015; and Carolyn H. Pappas, Trustee of the Carolyn H. Pappas Revocable Trust dated August 30, 2013	Amy S. Bell, a married person; Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008; Steven W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015; and Carolyn S. Pappas, a/k/a Carolyn H. Pappas, a single person	10/11/2018	Bell	G.	Anthony		3213 Kleimann Avenue	Galveston	TX	77551		903-821-0011	abell@cableone.net	Signee	Agreement Signed
IL-SNG-125	Lease and Easement Agreement for Wind Energy Project	Amy S. Bell, a married person; Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008; Steven W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015; and Carolyn H. Pappas, Trustee of the Carolyn H. Pappas Revocable Trust dated August 30, 2013	Amy S. Bell, a married person; Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008; Steven W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015; and Carolyn S. Pappas, a/k/a Carolyn H. Pappas, a single person	10/11/2018	Clark	Alan	L.		c/o Worrell Land Services 2240 W Morton Avenue	Jacksonville	IL	62650	217-245-1618	312-213-6894	allanw@worrell-landservices.com	Signee	Agreement Signed
IL-SNG-125	Lease and Easement Agreement for Wind Energy Project	Amy S. Bell, a married person; Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008; Steven W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015; and Carolyn H. Pappas, Trustee of	Amy S. Bell, a married person; Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008; Steven	10/11/2018	Bell	Amy	S.		c/o Worrell Land Services 2240 W Morton Avenue	Jacksonville	IL	62650	217-245-1618	903-821-0011	allanw@worrell-landservices.com	Signee	Agreement Signed

		the Carolyn H. Pappas Revocable Trust dated August 30, 2013	W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015; and Carolyn S. Pappas, a/k/a Carolyn H. Pappas, a single person														
IL-SNG-125	Lease and Easement Agreement for Wind Energy Project	Amy S. Bell, a married person; Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008; Steven W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015; and Carolyn H. Pappas, Trustee of the Carolyn H. Pappas Revocable Trust dated August 30, 2013	Amy S. Bell, a married person; Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008; Steven W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015; and Carolyn S. Pappas, a/k/a Carolyn H. Pappas, a single person	10/11/2018	Martin	Steven	W.		c/o Worrell Land Services 2240 W Morton Avenue	Jacksonville	IL	62650	217-245-1618	309-361-0446	allanw@worrell-landservices.com	Signee	Agreement Signed
IL-SNG-125	Lease and Easement Agreement for Wind Energy Project	Amy S. Bell, a married person; Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008; Steven W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015; and Carolyn H. Pappas, Trustee of the Carolyn H. Pappas Revocable Trust dated August 30, 2013	Amy S. Bell, a married person; Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008; Steven W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015; and Carolyn S. Pappas, a/k/a Carolyn H. Pappas, a single person	10/11/2018	Pappas	Carolyn	H.		c/o Worrell Land Services 2240 W Morton Avenue	Jacksonville	IL	62650	217-245-1618	864-525-1589	allanw@worrell-landservices.com	Signee	Agreement Signed
IL-SNG-126	Lease and Easement Agreement for Wind Energy Project	The Estate of Phyllis G. Kilver, a/k/a Phyllis Kilver	Phyllis G. Kilver, a/k/a Phyllis Kilver, a single person	10/16/2018	McKean	Patricia	Mae		P.O.Box 1124	Jacksonville	IL	62650		217-204-1642		Signee	Agreement Signed
IL-SNG-127	Lease and Easement Agreement for Wind Energy Project	James M. Caldwell and Susan Caldwell, husband and wife		9/4/2018	Caldwell	James	M.		815 School Street	Carrollton	IL	62016	217-942-3616	217-248-0612	sjcald@frontier.com	Signee	Agreement Signed
IL-SNG-127	Lease and Easement Agreement for Wind Energy Project	James M. Caldwell and Susan Caldwell, husband and wife		9/4/2018	Caldwell	Susan	E.		815 School Street	Carrollton	IL	62016	217-942-3616	217-248-0612	sjcald@frontier.com	Signee	Agreement Signed
IL-SNG-128	Lease and Easement	John A. Whalen and Lori E. Whalen, husband and wife		10/19/2018	Whalen	John	A.		107 Maple Street	Franklin	IL	62638		217-248-8907	lewhalen84@yahoo.com	Signee	Agreement Signed

	Agreement for Wind Energy Project																
IL-SNG-128	Lease and Easement Agreement for Wind Energy Project	John A. Whalen and Lori E. Whalen, husband and wife		10/19/2018	Whalen	Lori	E.		107 Maple Street	Franklin	IL	62638		217-248-7117	lewhalen84@yahoo.com	Signee	Agreement Signed
IL-SNG-129	Lease and Easement Agreement for Wind Energy Project	Josephine M. Whalen, a single person		10/19/2018	Whalen	Josephine	M.		102 Maple Street	Franklin	IL	62638	217-675-2643			Signee	Agreement Signed
IL-SNG-130	Lease and Easement Agreement for Wind Energy Project	Paul E. Johnson and Moonlin Lin Johnson, husband and wife		11/1/2018	Johnson	Paul	E.		2176 Mesic Hammock Way	Venice	FL	34292	941-504-5120	941-504-4122	pauljohnson530@yahoo.com	Signee	Agreement Signed
IL-SNG-130	Lease and Easement Agreement for Wind Energy Project	Paul E. Johnson and Moonlin Lin Johnson, husband and wife		11/1/2018	Johnson	Moonlin	Lin		2176 Mesic Hammock Way	Venice	FL	34292	941-504-5120	941-504-4122	moonlin512@yahoo.com	Signee	Agreement Signed
IL-SNG-131	Lease and Easement Agreement for Wind Energy Project	David H. Wilson, a single person		11/14/2018	Wilson	David	H.		2635 Woodson Franklin Road	Franklin	IL	62638		217-370-4447		Signee	Agreement Signed
IL-SNG-132	Lease and Easement Agreement for Wind Energy Project	George B. Wilson, Trustee of the George B. Wilson Living Trust, created by Declaration of Living Trust, dated December 8, 2009; and Margie E. Wilson, Trustee of the Margie E. Wilson Living Trust, created by Declaration of Living Trust, dated December 8, 2009		11/14/2018	Wilson	George	B.		20 Jacksonville Place, Unit 45	Jacksonville	IL	62650		217-248-2230		Signee	Agreement Signed
IL-SNG-132	Lease and Easement Agreement for Wind Energy Project	George B. Wilson, Trustee of the George B. Wilson Living Trust, created by Declaration of Living Trust, dated December 8, 2009; and Margie E. Wilson, Trustee of the Margie E. Wilson Living Trust, created by Declaration of Living Trust, dated December 8, 2009		11/14/2018	Wilson	Margie	E.		20 Jacksonville Place, Unit 45	Jacksonville	IL	62650		217-248-2230		Signee	Agreement Signed
IL-SNG-133	Lease and Easement Agreement for Wind Energy Project	Robert William Eck, Trustee for George Emerick Eck, and then Gail A. Eck		11/28/2018	Eck	Robert	William		1239 Sangamon Morgan County Road	New Berlin	IL	62670		217-971-5041		Signee	Agreement Signed
IL-SNG-135	Lease and Easement Agreement for Wind Energy Project	John P. Ransdell, Trustee of the John P. Ransdell Living Trust, dated December 11, 2001		11/27/2018	Ransdell	John	P.		2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091		jpransdell@msn.com	Signee	Agreement Signed
IL-SNG-136	Lease and Easement Agreement for Wind Energy Project	Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust		11/27/2018	Ransdell	Elise	Ann		37 W Hazel Dell Lane	Springfield	IL	62703	217-529-8313		eransdell@yahoo.com	Signee	Agreement Signed
IL-SNG-137	Lease and Easement Agreement for Wind Energy Project	Donald M. Davis, a married person		12/7/2018	Davis	Brenda	L.		6615 N 40th Street	Tacoma	WA	98407	253-820-7542		don@luxtravel.com	Signee	Agreement Signed
IL-SNG-137	Lease and Easement Agreement for Wind Energy Project	Donald M. Davis, a married person		12/7/2018	Davis	Donald	M.		6615 N 40th Street	Tacoma	WA	98407	253-820-7542		don@luxtravel.com	Signee	Agreement Signed
IL-SNG-138	Lease and Easement Agreement for Wind Energy Project	William Becker, Trustee of the William Becker Revocable Living Trust		12/13/2018	Becker	William	R.		1535 Sangamon Morgan County Road	New Berlin	IL	62670		217-473-3004		Signee	Agreement Signed

IL-SNG-139	Lease and Easement Agreement for Wind Energy Project	Peggie L. Vohsen, a/k/a Peggy L. Vohsen, Successor Trustee of the Big Sue Farm Trust, established by Irrevocable Trust Agreement dated the 7th day of July, 2011		12/6/2018	Vohsen	Peggie	L.		201 Sage Court	Foristell	MO	63348	636-463-1899	636-463-5123	ptvohsen@centurytel.net	Signee	Agreement Signed
IL-SNG-140	Lease and Easement Agreement for Wind Energy Project	Alan E. Kleinschmidt, Trustee of the Kleinschmidt Jacksonville Farm Trust, established by Irrevocable Trust Agreement dated December 24, 2012; and Kleinschmidt Farms, LLC, an Illinois limited liability company		12/6/2018	Kleinschmidt	Alan	E.		202 Capps Road	Murrayville	IL	62668	217-248-7452			Signee	Agreement Signed
IL-SNG-140	Lease and Easement Agreement for Wind Energy Project	Alan E. Kleinschmidt, Trustee of the Kleinschmidt Jacksonville Farm Trust, established by Irrevocable Trust Agreement dated December 24, 2012; and Kleinschmidt Farms, LLC, an Illinois limited liability company		12/6/2018	Kleinschmidt	Alan	E.		202 Capps Road	Murrayville	IL	62668	217-248-7452			Signee	Agreement Signed
IL-SNG-141	Lease and Easement Agreement for Wind Energy Project	Peggie L. Vohsen, a married person, and Peggie L. Vohsen, Successor Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009	Peggie L. Vohsen, a married person, and Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009	12/7/2018	Vohsen	Peggie	L.		201 Sage Court	Foristell	MO	63348	636-463-1899	636-463-5123	ptvohsen@centurytel.net	Signee	Agreement Signed
IL-SNG-141	Lease and Easement Agreement for Wind Energy Project	Peggie L. Vohsen, a married person, and Peggie L. Vohsen, Successor Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009	Peggie L. Vohsen, a married person, and Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009	12/7/2018	Vohsen	Thomas	J.		201 Sage Court	Foristell	MO	63348	636-485-5123		ptvohsen@centurytel.net	Signee	Agreement Signed
IL-SNG-143	Lease and Easement Agreement for Wind Energy Project	Peggie L. Vohsen, Successor Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009	Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009	12/7/2018	Vohsen	Peggie	L.		201 Sage Court	Foristell	MO	63348	636-463-1899	636-463-5123	ptvohsen@centurytel.net	Signee	Agreement Signed
IL-SNG-144	Lease and Easement Agreement for Wind Energy Project	Peggie L. Vohsen, Successor Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the	Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust	12/7/2018	Vohsen	Peggie	L.		201 Sage Court	Foristell	MO	63348	636-463-1899	636-463-5123	ptvohsen@centurytel.net	Signee	Agreement Signed

		17th day of September, 2009; and Executor of the Estate of James C. Ranson; Peter R. Peak, Trustee of the Peter R. Peak Trust No. 2015; Nathan P. Peak, a single/married person; and James P. Peak, a single/ married person	No. 2009, established by Declaration of Trust dated the 17th day of September, 2009; and Executor of the Estate of James C. Ranson		Peak Peak Peak	Peter Nathan James	R. P. P.		31 Ivywood Dr.	Jacksonville	IL	62650					
IL-SNG-145	Lease and Easement Agreement for Wind Energy Project	Peggie L. Vohsen, a married person, and Peggie L. Vohsen, Successor Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009	Peggie L. Vohsen, a married person, and Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009	12/7/2018	Vohsen	Peggie	L.		201 Sage Court	Foristell	MO	63348	636-463-1899	636-463-5123	ptvohsen@centurytel.net	Signee	Agreement Signed
IL-SNG-145	Lease and Easement Agreement for Wind Energy Project	Peggie L. Vohsen, a married person, and Peggie L. Vohsen, Successor Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009	Peggie L. Vohsen, a married person, and Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009	12/7/2018	Vohsen	Thomas	J.		201 Sage Court	Foristell	MO	63348	636-485-5123		ptvohsen@centurytel.net	Signee	Agreement Signed
IL-SNG-146	Lease and Easement Agreement for Wind Energy Project	William Becker, Trustee of the William Becker Revocable Living Trust		12/20/2018	Becker	William	R.		1535 Sangamon Morgan County Road	New Berlin	IL	62670		217-473-3004		Signee	Agreement Signed
IL-SNG-147	Lease and Easement Agreement for Wind Energy Project	Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Living Trust; and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Living Trust		12/21/2018	Johnson	Jerome	A.		961 Contrary Lane	Waverly	IL	62692	217-675-2092	217-473-5092	jeromejohnson77@gmail.com	Signee	Agreement Signed
IL-SNG-147	Lease and Easement Agreement for Wind Energy Project	Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Living Trust; and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Living Trust		12/21/2018	Johnson	Cynthia	A.		961 Contrary Lane	Waverly	IL	62692	217-675-2092	217-473-5092	memajohnson56@gmail.com	Signee	Agreement Signed
IL-SNG-148	Lease and Easement Agreement for Wind Energy Project	John Presley Ransdell, a single person; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, dated January 25, 2008; and Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, dated March 28, 2011		12/20/2018	Holt	Edwin	Allen		37 W Hazel Dell Lane	Springfield	IL	62703	217-529-8313		eransdell@yahoo.com	Signee	Agreement Signed

IL-SNG-148	Lease and Easement Agreement for Wind Energy Project	John Presley Ransdell, a single person; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, dated January 25, 2008; and Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, dated March 28, 2011		12/20/2018	Ransdell	Elise	Ann		37 W Hazel Dell Lane	Springfield	IL	62703	217-529-8313		eransdell@yahoo.com	Signee	Agreement Signed
IL-SNG-148	Lease and Easement Agreement for Wind Energy Project	John Presley Ransdell, a single person; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, dated January 25, 2008; and Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, dated March 28, 2011		12/20/2018	Ransdell	Diane	R.		2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091		ransdell@email.arizona.edu	Signee	Agreement Signed
IL-SNG-148	Lease and Easement Agreement for Wind Energy Project	John Presley Ransdell, a single person; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, dated January 25, 2008; and Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, dated March 28, 2011		12/20/2018	Ransdell	John	Presley	"Jr."	2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091	+41765468366	jpransdell@msn.com	Signee	Agreement Signed
IL-SNG-149	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011		12/20/2018	Ransdell	Diane	R.		2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091		ransdell@email.arizona.edu	Signee	Agreement Signed
IL-SNG-150	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008; John P. Ransdell, Trustee of the "John P. Ransdell Living Trust," dated December 11, 2001; and Sandra D. Ransdell, Trustee of the "Sandra D. Ransdell Living Trust," dated December 11, 2001		12/20/2018	Ransdell	Diane	R.		2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091		ransdell@email.arizona.edu	Signee	Agreement Signed
IL-SNG-150	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008; John P. Ransdell, Trustee of the "John P. Ransdell Living Trust," dated		12/20/2018	Ransdell	Elise	Ann		37 W Hazel Dell Lane	Springfield	IL	62703	217-529-8313		eransdell@yahoo.com	Signee	Agreement Signed

		December 11, 2001; and Sandra D. Ransdell, Trustee of the "Sandra D. Ransdell Living Trust," dated December 11, 2001															
IL-SNG-150	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008; John P. Ransdell, Trustee of the "John P. Ransdell Living Trust," dated December 11, 2001; and Sandra D. Ransdell, Trustee of the "Sandra D. Ransdell Living Trust," dated December 11, 2001		12/20/2018	Ransdell	Elise	Ann		37 W Hazel Dell Lane	Springfield	IL	62703	217-529-8313		eransdell@yahoo.com	Signee	Agreement Signed
IL-SNG-150	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008; John P. Ransdell, Trustee of the "John P. Ransdell Living Trust," dated December 11, 2001; and Sandra D. Ransdell, Trustee of the "Sandra D. Ransdell Living Trust," dated December 11, 2001		12/20/2018	Ransdell	John	P.		2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091		jpransdell@msn.com	Signee	Agreement Signed
IL-SNG-150	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008; John P. Ransdell, Trustee of the "John P. Ransdell Living Trust," dated December 11, 2001; and Sandra D. Ransdell, Trustee of the "Sandra D. Ransdell Living		12/20/2018	Ransdell	Sandra	D.		2309 Lindbergh Boulevard	Springfield	IL	62704	217-298-6091		sandraransdell@msn.com	Signee	Agreement Signed

		Trust," dated December 11, 2001															
IL-SNG-150	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008; John P. Ransdell, Trustee of the "John P. Ransdell Living Trust," dated December 11, 2001; and Sandra D. Ransdell, Trustee of the "Sandra D. Ransdell Living Trust," dated December 11, 2001		12/20/2018	Holt	Edwin	Allen		37 W Hazel Dell Lane	Springfield	IL	62703	217-529-8313		eransdell@yahoo.com	Signee	Agreement Signed
IL-SNG-151	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; John P. Ransdell, Jr., a single person; and Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008		12/20/2018	Ransdell	John	Presley	"Jr."	2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091	+41765468366	jpransdell@msn.com	Signee	Agreement Signed
IL-SNG-151	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; John P. Ransdell, Jr., a single person; and Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008		12/20/2018	Holt	Edwin	Allen		37 W Hazel Dell Lane	Springfield	IL	62703	217-529-8313		eransdell@yahoo.com	Signee	Agreement Signed
IL-SNG-151	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; John P. Ransdell, Jr., a single person; and Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008		12/20/2018	Ransdell	Diane	R.		2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091		ransdell@email.arizona.edu	Signee	Agreement Signed
IL-SNG-151	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; John P. Ransdell, Jr.,		12/20/2018	Ransdell	Elise	Ann		37 W Hazel Dell Lane	Springfield	IL	62703	217-529-8313		eransdell@yahoo.com	Signee	Agreement Signed

		a single person; and Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008															
IL-SNG-152	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; John P. Ransdell, Jr., a single person; and Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust		12/20/2018	Ransdell	Diane	R.		2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091		ransdell@email.arizona.edu	Signee	Agreement Signed
IL-SNG-152	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; John P. Ransdell, Jr., a single person; and Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust		12/20/2018	Ransdell	Elise	Ann		37 W Hazel Dell Lane	Springfield	IL	62703	217-529-8313		eransdell@yahoo.com	Signee	Agreement Signed
IL-SNG-152	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; John P. Ransdell, Jr., a single person; and Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust		12/20/2018	Holt	Edwin	Allen		37 W Hazel Dell Lane	Springfield	IL	62703	217-529-8313		eransdell@yahoo.com	Signee	Agreement Signed
IL-SNG-152	Lease and Easement Agreement for Wind Energy Project	Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; John P. Ransdell, Jr., a single person; and Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust		12/20/2018	Ransdell	John	Presley	"Jr."	2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091	+41765468366	jpransdell@msn.com	Signee	Agreement Signed
IL-SNG-153	Lease and Easement Agreement for Wind Energy Project	Patricia A. McCarthy, Trustee of the Kevin L. McCarthy Testamentary Trust established under the Last Will and Testament of Kevin L. McCarthy dated September 27, 2001		12/27/2018	McCarthy	Patricia	A.		3705 Crystal Spring Drive	Springfield	IL	62711	217-546-9416	217-341-6516		Signee	Agreement Signed
IL-SNG-154	Lease and Easement Agreement for Wind Energy Project	Marjorie A. Breckon, a single person, Individually and as Life Estate Tenant; Mary Ann Marcin, a married person; Angela DeVore, a single person; Sherrie DeVore-Benitez, a married person; and Jeffrey Paul DeVore, a single person, Remaindermen		12/7/2018	Breckon	Marjorie	A.		23 Westfair Drive	Jacksonville	IL	62650	217-245-1925			Signee	Agreement Signed
IL-SNG-154	Lease and Easement Agreement for Wind Energy Project	Marjorie A. Breckon, a single person, Individually and as Life Estate Tenant; Mary Ann Marcin, a married person; Angela DeVore, a single person; Sherrie DeVore-Benitez, a married person; and Jeffrey Paul DeVore, a single person, Remaindermen		12/7/2018	Marcin	Mary	Ann		1737 Indian Trail Drive	Naerville	IL	60565	630-341-9010		epmarcin@aol.com	Signee	Agreement Signed

IL-SNG-154	Lease and Easement Agreement for Wind Energy Project	Marjorie A. Breckon, a single person, Individually and as Life Estate Tenant; Mary Ann Marcin, a married person; Angela DeVore, a single person; Sherrie DeVore-Benitez, a married person; and Jeffrey Paul DeVore, a single person, Remaindermen		12/7/2018	DeVore	Angela			45 Bluebird Lane	Naperville	IL	60565				Signee	Agreement Signed
IL-SNG-154	Lease and Easement Agreement for Wind Energy Project	Marjorie A. Breckon, a single person, Individually and as Life Estate Tenant; Mary Ann Marcin, a married person; Angela DeVore, a single person; Sherrie DeVore-Benitez, a married person; and Jeffrey Paul DeVore, a single person, Remaindermen		12/7/2018	DeVore-Benitez	Sherri			45 Bluebird Lane	Naperville	IL	60565				Signee	Agreement Signed
IL-SNG-154	Lease and Easement Agreement for Wind Energy Project	Marjorie A. Breckon, a single person, Individually and as Life Estate Tenant; Mary Ann Marcin, a married person; Angela DeVore, a single person; Sherrie DeVore-Benitez, a married person; and Jeffrey Paul DeVore, a single person, Remaindermen		12/7/2018	DeVore	Jeffrey	Paul		1627 South Clay Avenue	Jacksonville	IL	62650				Signee	Agreement Signed
IL-SNG-154	Lease and Easement Agreement for Wind Energy Project	Marjorie A. Breckon, a single person, Individually and as Life Estate Tenant; Mary Ann Marcin, a married person; Angela DeVore, a single person; Sherrie DeVore-Benitez, a married person; and Jeffrey Paul DeVore, a single person, Remaindermen		12/7/2018	Marcin	Edward			1737 Indian Trail Drive	Naperville	IL	60565	630-341-9010		epmarcin@aol.com	Signee	Agreement Signed
IL-SNG-154	Lease and Easement Agreement for Wind Energy Project	Marjorie A. Breckon, a single person, Individually and as Life Estate Tenant; Mary Ann Marcin, a married person; Angela DeVore, a single person; Sherrie DeVore-Benitez, a married person; and Jeffrey Paul DeVore, a single person, Remaindermen		12/7/2018	Benitez	Salvador	M.		45 Bluebird Lane	Naperville	IL	60565				Signee	Agreement Signed
IL-SNG-155	Lease and Easement Agreement for Wind Energy Project	Michael R. Johnson Sr., Bruce Johnson, and William Johnson, Independent Executors of the Estate of Donald R. Johnson		12/20/2018	Johnson	Michael	R.	Sr.	3015 Kenny Road	Franklin	IL	62638	217-675-2670	217-473-7044		Signee	Agreement Signed
IL-SNG-155	Lease and Easement Agreement for Wind Energy Project	Michael R. Johnson Sr., Bruce Johnson, and William Johnson, Independent Executors of the Estate of Donald R. Johnson		12/20/2018	Johnson	Bruce	A.		14360 457th Avenue	Summit	SD	57266	605-398-6104	605-237-2757	trifive457@yahoo.com	Signee	Agreement Signed
IL-SNG-155	Lease and Easement Agreement for Wind Energy Project	Michael R. Johnson Sr., Bruce Johnson, and William Johnson, Independent Executors of the Estate of Donald R. Johnson		12/20/2018	Johnson	William	J.		6835 Augusta Manor	Suwanee	GA	30024	404-281-5847		willjohnson612@icloud.com	Signee	Agreement Signed
IL-SNG-156	Lease and Easement Agreement for Wind Energy Project	Douglas Ringer, a married person, and Douglas Ringer as Executor Under Independent Administration under the Last Will and Testament of Carl Ringer		1/10/2019	Ringer	Victoria			1801 S Glenwood Avenue	Springfield	IL	62704	217-414-6602	217-801-1837	victoriaringer@att.net	Signee	Agreement Signed
IL-SNG-156	Lease and Easement Agreement for Wind Energy Project	Douglas Ringer, a married person, and Douglas Ringer as Executor Under Independent Administration under the Last		1/10/2019	Ringer	Douglas	M.		1801 S Glenwood Avenue	Springfield	IL	62704	217-414-6602	217-801-1837	victoriaringer@att.net	Signee	Agreement Signed

		Will and Testament of Carl Ringer															
IL-SNG-157	Lease and Easement Agreement for Wind Energy Project	Delbert E. Rahe, Trustee of the Delbert E. Rahe Trust No. 04-08		1/3/2019	Rahe	Delbert	E.		1638 Bethel Lane	Chapin	IL	62628	217-473-7760	217-248-3901		Signee	Agreement Signed
IL-SNG-158	Lease and Easement Agreement for Wind Energy Project	William M. Zellman, Successor Trustee of the William L. Zellman Family Trust created under Article 3 of the William L. Zellman 1997 Trust, dated October 31, 1997; Robert L. Bieber, a married person; and Barbara A. Zellman, Trustee of the Barbara A. Zellman 1997 Trust dated October 31, 1997		1/11/2019	Zellman	William	M.		P. O. Box 07011	Milwaukee	WI	53207		414-616-3172		Signee	Agreement Signed
IL-SNG-158	Lease and Easement Agreement for Wind Energy Project	William M. Zellman, Successor Trustee of the William L. Zellman Family Trust created under Article 3 of the William L. Zellman 1997 Trust, dated October 31, 1997; Robert L. Bieber, a married person; and Barbara A. Zellman, Trustee of the Barbara A. Zellman 1997 Trust dated October 31, 1997		1/11/2019	Bieber	Robert	L.		4419 Brush College Road	Clinton	IL	61727		309-275-2899	bob.bieber@countryfinancial.com	Signee	Agreement Signed
IL-SNG-158	Lease and Easement Agreement for Wind Energy Project	William M. Zellman, Successor Trustee of the William L. Zellman Family Trust created under Article 3 of the William L. Zellman 1997 Trust, dated October 31, 1997; Robert L. Bieber, a married person; and Barbara A. Zellman, Trustee of the Barbara A. Zellman 1997 Trust dated October 31, 1997		1/11/2019	Zellman	Barbara	A.		2175 Southbrooke Road	Jacksonville	IL	62650		414-616-3172		Signee	Agreement Signed
IL-SNG-158	Lease and Easement Agreement for Wind Energy Project	William M. Zellman, Successor Trustee of the William L. Zellman Family Trust created under Article 3 of the William L. Zellman 1997 Trust, dated October 31, 1997; Robert L. Bieber, a married person; and Barbara A. Zellman, Trustee of the Barbara A. Zellman 1997 Trust dated October 31, 1997		1/11/2019	Bieber	Becky	L.		4419 Brush College Road	Clinton	IL	61727		309-275-2899	bob.bieber@countryfinancial.com	Signee	Agreement Signed
IL-SNG-159	Lease and Easement Agreement for Wind Energy Project	Shirley F. Johnson, a single person, Land Contract Seller; and Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013, and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013, Land Contract Buyer		1/24/2019	Johnson	Shirley	F.		12B Shenandoah Drive	Jacksonville	IL	62650	217-370-3632			Signee	Agreement Signed
IL-SNG-159	Lease and Easement Agreement for Wind Energy Project	Shirley F. Johnson, a single person, Land Contract Seller; and Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013, and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013, Land Contract Buyer		1/24/2019	Johnson	Jerome	A.		961 Contrary Lane	Waverly	IL	62692	217-675-2092	217-473-5092	jeromejohnson77@gmail.com	Signee	Agreement Signed

IL-SNG-159	Lease and Easement Agreement for Wind Energy Project	Shirley F. Johnson, a single person, Land Contract Seller; and Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013, and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013, Land Contract Buyer		1/24/2019	Johnson	Cynthia	A.		961 Contrary Lane	Waverly	IL	62692	217-675-2092	217-473-5092	memajohnson56@gmail.com	Signee	Agreement Signed
IL-SNG-161	Lease and Easement Agreement for Wind Energy Project	S & J Chism Farms, LLC, an Illinois limited liability company		1/26/2019	Loy	Kenneth	E.		2 Crossroads Court	Alton	IL	62002	618-465-1196	618-535-5228	ken@lmtcpas.com	Signee	Agreement Signed
IL-SNG-161	Lease and Easement Agreement for Wind Energy Project	S & J Chism Farms, LLC, an Illinois limited liability company		1/26/2019	Chism	Jess	S.		50 Tuscany Trace Drive	St. Charles	MO	63303				Signee	Agreement Signed
IL-SNG-161	Lease and Easement Agreement for Wind Energy Project	S & J Chism Farms, LLC, an Illinois limited liability company		1/26/2019	Chism	Steven	D.		P. O. Box 37	Brighton	IL	62012				Signee	Agreement Signed
IL-SNG-162	Lease and Easement Agreement for Wind Energy Project	Chism & Loy Farms, LLC, an Illinois limited liability company		1/26/2019	Loy	Kenneth	E.		2 Crossroads Court	Alton	IL	62002	618-465-1196	618-535-5228	ken@lmtcpas.com	Signee	Agreement Signed
IL-SNG-162	Lease and Easement Agreement for Wind Energy Project	Chism & Loy Farms, LLC, an Illinois limited liability company		1/26/2019	Chism	Steven	D.		P. O. Box 37	Brighton	IL	62012				Signee	Agreement Signed
IL-SNG-162	Lease and Easement Agreement for Wind Energy Project	Chism & Loy Farms, LLC, an Illinois limited liability company		1/26/2019	Chism	Kenneth	W.		120 Homestead Court	Moro	IL	62067				Signee	Agreement Signed
IL-SNG-163	Lease and Easement Agreement for Wind Energy Project	Richard C. Lovekamp, Trustee under Trust Agreement of Richard C. Lovekamp, dated 11th day of July, 2000; and Marilyn G. Lovekamp, Trustee under Trust Agreement of Marilyn G. Lovekamp, dated the 11th day of July, 2000		2/7/2019	Lovekamp	Marilyn	G.		14328 Virginia Road	Arzenville	IL	62611				Signee	Agreement Signed
IL-SNG-163	Lease and Easement Agreement for Wind Energy Project	Richard C. Lovekamp, Trustee under Trust Agreement of Richard C. Lovekamp, dated 11th day of July, 2000; and Marilyn G. Lovekamp, Trustee under Trust Agreement of Marilyn G. Lovekamp, dated the 11th day of July, 2000		2/7/2019	Lovekamp	Richard	C.		14328 Virginia Road	Arzenville	IL	62611				Signee	Agreement Signed
IL-SNG-164	Lease and Easement Agreement for Wind Energy Project	Patricia S. Crow, Trustee of the Crow May 2018 Living Trust, created by Declaration of Living Trust dated May 30, 2018		2/7/2019	Crow	Patricia	S.		599 Darley Road	Franklin	IL	62638		217-370-0534	keithpat@irtc.net	Signee	Agreement Signed
IL-SNG-165	Lease and Easement Agreement for Wind Energy Project	Charles Gordon Crow, a/k/a Charles G. Crow, a married person		2/7/2019	Crow	Denise			871 Flinn Road	Franklin	IL	62638		217-370-0736	ccrow@irtc.net	Signee	Agreement Signed
IL-SNG-165	Lease and Easement Agreement for Wind Energy Project	Charles Gordon Crow, a/k/a Charles G. Crow, a married person		2/7/2019	Crow	Charles	Gordon		871 Flinn Road	Franklin	IL	62638		217-370-0736	ccrow@irtc.net	Signee	Agreement Signed

IL-SNG-167	Lease and Easement Agreement for Wind Energy Project	John W. Bellatti, a married person, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998; Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, a single person, individually and as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009; John T. Bellatti, a married person; Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti, a married person; and Elizabeth B. Allen, f/k/a Elizabeth A. Bellatti, a married person		2/25/2019	Bellatti	Nancy	N.		64-5279 Kipahele Street	Kamuela	HI	96743		808-960-0478	johnbellatti@gmail.com	Signee	Agreement Signed
IL-SNG-167	Lease and Easement Agreement for Wind Energy Project	John W. Bellatti, a married person, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998; Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, a single person, individually and as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009; John T. Bellatti, a married person; Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti, a married person; and Elizabeth B. Allen, f/k/a Elizabeth A. Bellatti, a married person		2/25/2019	Bellatti	Stephanie	B.		25893 Independence Trail	Evergreen	CO	80439		337-288-8608	comtnhome@gmail.com	Signee	Agreement Signed
IL-SNG-167	Lease and Easement Agreement for Wind Energy Project	John W. Bellatti, a married person, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998; Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, a single person, individually and as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009; John T. Bellatti, a married person; Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti, a married person; and Elizabeth B. Allen, f/k/a Elizabeth A. Bellatti, a married person		2/25/2019	Allen	Tad	Q.		122 S Douglas Avenue	Springfield	IL	62704		831-970-8308	bethymama@comcast.net	Signee	Agreement Signed
IL-SNG-167	Lease and Easement Agreement for Wind Energy Project	John W. Bellatti, a married person, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998; Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, a single person, individually and as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009; John T. Bellatti, a married person; Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti, a married person; and Elizabeth B.		2/25/2019	Hack	Matthew			2330 Kelsey Court	Lindenhurst	IL	60046	847-650-8388		kbella1973@gmail.com	Signee	Agreement Signed

		Allen, f/k/a Elizabeth A. Bellatti, a married person															
IL-SNG-167	Lease and Easement Agreement for Wind Energy Project	John W. Bellatti, a married person, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998; Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, a single person, individually and as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009; John T. Bellatti, a married person; Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti, a married person; and Elizabeth B. Allen, f/k/a Elizabeth A. Bellatti, a married person		2/25/2019	Bellatti	John	T.		25893 Independence Trail	Evergreen	CO	80439		337-288-8608	comtnhome@gmail.com	Signee	Agreement Signed
IL-SNG-167	Lease and Easement Agreement for Wind Energy Project	John W. Bellatti, a married person, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998; Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, a single person, individually and as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009; John T. Bellatti, a married person; Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti, a married person; and Elizabeth B. Allen, f/k/a Elizabeth A. Bellatti, a married person		2/25/2019	Bellatti	John	W.		64-5279 Kipahele Street	Kamuela	HI	96743		808-960-0478	johnbellatti@gmail.com	Signee	Agreement Signed
IL-SNG-167	Lease and Easement Agreement for Wind Energy Project	John W. Bellatti, a married person, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998; Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, a single person, individually and as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009; John T. Bellatti, a married person; Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti, a married person; and Elizabeth B. Allen, f/k/a Elizabeth A. Bellatti, a married person		2/25/2019	Green	Susan	Anne		2248 Midvale Terrace	Henderson	NV	89074		702-759-5236	sagreen2248@yahoo.com	Signee	Agreement Signed
IL-SNG-167	Lease and Easement Agreement for Wind Energy Project	John W. Bellatti, a married person, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998; Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, a single person, individually and		2/25/2019	Hack	Kristin	B.		2330 Kelsey Court	Lindenhurst	IL	60046	847-650-8388		kbella1973@gmail.com	Signee	Agreement Signed

		as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009; John T. Bellatti, a married person; Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti, a married person; and Elizabeth B. Allen, f/k/a Elizabeth A. Bellatti, a married person															
IL-SNG-167	Lease and Easement Agreement for Wind Energy Project	John W. Bellatti, a married person, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998; Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, a single person, individually and as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009; John T. Bellatti, a married person; Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti, a married person; and Elizabeth B. Allen, f/k/a Elizabeth A. Bellatti, a married person		2/25/2019	Allen	Elizabeth	B.		122 S Douglas Avenue	Springfield	IL	62704		831-970-8308	bethymama@comcast.net	Signee	Agreement Signed
IL-SNG-168	Lease and Easement Agreement for Wind Energy Project	Opal Ward, a single person		2/11/2019	Ward	Opal	Lou		1701 State Highway 123	Alexander	IL	62601	217-478-4141			Signee	Agreement Signed
IL-SNG-169	Lease and Easement Agreement for Wind Energy Project	Ronald W. Cox, a single person, individually and as Trustee of the Cox Farmland Trust		2/14/2019	Cox	Ronald	Wayne		2654 Cox Road	Jacksonville	IL	62650		217-473-3858	roncox26@yahoo.com	Signee	Agreement Signed
IL-SNG-170	Lease and Easement Agreement for Wind Energy Project	Ronald Wayne Cox, a/k/a Ronald W. Cox, a single person		2/8/2019	Cox	Ronald	Wayne		2654 Cox Road	Jacksonville	IL	62650		217-473-3858	roncox26@yahoo.com	Signee	Agreement Signed
IL-SNG-171	Lease and Easement Agreement for Wind Energy Project	Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004		2/8/2019	Becker	Weldon	Todd		430 S Westgate Avenue	Jacksonville	IL	62650	217-371-7769		beckerfarms59@gmail.com	Signee	Agreement Signed
IL-SNG-172	Lease and Easement Agreement for Wind Energy Project	Jane Anne Becker, Trustee of the Jane Anne Becker Trust dated May 29, 2004		2/8/2019	Becker	Jane	Anne		430 S Westgate Avenue	Jacksonville	IL	62650		217-371-7784	beckerfarms59@gmail.com	Signee	Agreement Signed
IL-SNG-173	Lease and Easement Agreement for Wind Energy Project	Weldon F. Becker and Weldon Todd Becker, Trustees of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005		2/8/2019	Becker	Weldon	Todd		430 S Westgate Avenue	Jacksonville	IL	62650	217-371-7769		beckerfarms59@gmail.com	Signee	Agreement Signed
IL-SNG-173	Lease and Easement Agreement for Wind Energy Project	Weldon F. Becker and Weldon Todd Becker, Trustees of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005		2/8/2019	Becker	Weldon	F.		2378 Bosier Road	Jacksonville	IL	62650		217-371-7769	beckerfarms59@gmail.com	Signee	Agreement Signed
IL-SNG-174	Lease and Easement Agreement for Wind Energy Project	Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004; and Weldon F. Becker and Weldon Todd Becker, Trustees of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005		2/8/2019	Becker	Weldon	F.		2378 Bosier Road	Jacksonville	IL	62650		217-371-7769	beckerfarms59@gmail.com	Signee	Agreement Signed

IL-SNG-174	Lease and Easement Agreement for Wind Energy Project	Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004; and Weldon F. Becker and Weldon Todd Becker, Trustees of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005		2/8/2019	Becker	Weldon	Todd		430 S Westgate Avenue	Jacksonville	IL	62650	217-371-7769		beckerfarms59@gmail.com	Signee	Agreement Signed
IL-SNG-175	Lease and Easement Agreement for Wind Energy Project	Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004, and Jane Anne Becker, Trustee of the Jane Anne Becker Trust dated May 29, 2004		2/8/2019	Becker	Weldon	Todd		430 S Westgate Avenue	Jacksonville	IL	62650	217-371-7769		beckerfarms59@gmail.com	Signee	Agreement Signed
IL-SNG-175	Lease and Easement Agreement for Wind Energy Project	Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004, and Jane Anne Becker, Trustee of the Jane Anne Becker Trust dated May 29, 2004		2/8/2019	Becker	Jane	Anne		430 S Westgate Avenue	Jacksonville	IL	62650		217-371-7784	beckerfarms59@gmail.com	Signee	Agreement Signed
IL-SNG-176	Lease and Easement Agreement for Wind Energy Project	Joel T. Sander and Becky B. Sander, Co-Trustees of the Sander Irrevocable Trust 2017, established by Declaration of Trust dated May 3, 2017		2/8/2019	Sander	Joel	T.		124 Heritage Point	New Berlin	IL	62670	217-488-6264	217-971-4008	jsander60@gmail.com	Signee	Agreement Signed
IL-SNG-176	Lease and Easement Agreement for Wind Energy Project	Joel T. Sander and Becky B. Sander, Co-Trustees of the Sander Irrevocable Trust 2017, established by Declaration of Trust dated May 3, 2017		2/8/2019	Sander	Becky	B.		124 Heritage Point	New Berlin	IL	62670	217-488-6264	217-415-0867	jsander60@gmail.com	Signee	Agreement Signed
IL-SNG-177	Lease and Easement Agreement for Wind Energy Project	Vickie Adkins, a single person		2/19/2019	Adkins	Vickie			4 Locust	Franklin	IL	62638				Signee	Agreement Signed
IL-SNG-178	Lease and Easement Agreement for Wind Energy Project	Randall C. Smith, a married person, and Darin L. Smith, a married person		2/19/2019	Smith	Randall	C.		1746 State Highway 123	Alexander	IL	62601	217-473-7233	217-473-4875	RTS675@speednet.com	Signee	Agreement Signed
IL-SNG-178	Lease and Easement Agreement for Wind Energy Project	Randall C. Smith, a married person, and Darin L. Smith, a married person		2/19/2019	Smith	Tona	J.		1746 State Highway 123	Alexander	IL	62601	217-473-7233	217-473-4875	RTS675@speednet.com	Signee	Agreement Signed
IL-SNG-178	Lease and Easement Agreement for Wind Energy Project	Randall C. Smith, a married person, and Darin L. Smith, a married person		2/19/2019	Smith	Darin	L.		1730 State Highway 123	Alexander	IL	62601	217-473-7233	217-473-4875		Signee	Agreement Signed
IL-SNG-178	Lease and Easement Agreement for Wind Energy Project	Randall C. Smith, a married person, and Darin L. Smith, a married person		2/19/2019	Smith	Annette	M.		1730 State Highway 123	Alexander	IL	62601	217-473-7233	217-473-4875		Signee	Agreement Signed
IL-SNG-179	Lease and Easement Agreement for Wind Energy Project	Randall C. Smith and Tona J. Smith, husband and wife		2/19/2019	Smith	Randall	C.		1746 State Highway 123	Alexander	IL	62601	217-473-7233	217-473-4875	RTS675@speednet.com	Signee	Agreement Signed
IL-SNG-179	Lease and Easement Agreement for Wind Energy Project	Randall C. Smith and Tona J. Smith, husband and wife		2/19/2019	Smith	Tona	J.		1746 State Highway 123	Alexander	IL	62601	217-473-7233	217-473-4875	RTS675@speednet.com	Signee	Agreement Signed
IL-SNG-180	Lease and Easement Agreement for Wind Energy Project	Darin L. Smith and Annette M. Smith, husband and wife		2/19/2019	Smith	Darin	L.		1730 State Highway 123	Alexander	IL	62601	217-473-7233	217-473-4875		Signee	Agreement Signed
IL-SNG-180	Lease and Easement Agreement for Wind Energy Project	Darin L. Smith and Annette M. Smith, husband and wife		2/19/2019	Smith	Annette	M.		1730 State Highway 123	Alexander	IL	62601	217-473-7233	217-473-4875		Signee	Agreement Signed

IL-SNG-182	Lease and Easement Agreement for Wind Energy Project	Darrell L. Smith, Trustee of the Darrell L. Smith Living Trust, dated September 10, 2014 and Marilyn M. Smith, Trustee of the Marilyn M. Smith Living Trust, dated September 10, 2014		2/19/2019	Smith	Darrell	L.		1764 State Highway 123	Alexander	IL	62601	217-473-7233	217-473-4875		Signee	Agreement Signed
IL-SNG-182	Lease and Easement Agreement for Wind Energy Project	Darrell L. Smith, Trustee of the Darrell L. Smith Living Trust, dated September 10, 2014 and Marilyn M. Smith, Trustee of the Marilyn M. Smith Living Trust, dated September 10, 2014		2/19/2019	Smith	Marilyn	M.		1764 State Highway 123	Alexander	IL	62601	217-473-7233	217-473-4875		Signee	Agreement Signed
IL-SNG-183	Lease and Easement Agreement for Wind Energy Project	Marilyn Joyce Hawks, Trustee of the Marilyn Joyce Hawks Trust dated November 9, 2011		2/20/2019	Hawks	Marilyn	Joyce		355 N Country Club Road	Decatur	IL	62521	217-423-2285	217-520-4244	wmhawks55@yahoo.com	Signee	Agreement Signed
IL-SNG-184	Lease and Easement Agreement for Wind Energy Project	Richard Duewer, a married person		2/28/2019	Duewer	Therese	M.		977 Duewer Road	Waverly	IL	62692	217-370-7447			Signee	Agreement Signed
IL-SNG-184	Lease and Easement Agreement for Wind Energy Project	Richard Duewer, a married person		2/28/2019	Duewer	Richard	R.		977 Duewer Road	Waverly	IL	62692	217-370-7447			Signee	Agreement Signed
IL-SNG-185	Lease and Easement Agreement for Wind Energy Project	Charles D. Powell and Ruth E. Powell, Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016		2/25/2019	Powell	Charles	D.		1165 Old Route 36	Winchester	IL	62694	217-742-5274			Signee	Agreement Signed
IL-SNG-185	Lease and Easement Agreement for Wind Energy Project	Charles D. Powell and Ruth E. Powell, Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016		2/25/2019	Powell	Ruth	Emily		1165 Old Route 36	Winchester	IL	62694	217-742-5274			Signee	Agreement Signed
IL-SNG-186	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Charles D. Powell and Ruth E. Powell, Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016		2/25/2019	Sievers	Mary	Ann		506 Chatsworth Court	Springfield	IL	62711	217-787-2283			Signee	Agreement Signed
IL-SNG-186	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Charles D. Powell and Ruth E. Powell, Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016		2/25/2019	Powell	Ruth	Emily		1165 Old Route 36	Winchester	IL	62694	217-742-5274			Signee	Agreement Signed

IL-SNG-186	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Charles D. Powell and Ruth E. Powell, Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016		2/25/2019	Powell	Charles	D.		1165 Old Route 36	Wincheste r	IL	62694	217-742-5274			Signee	Agree ment Signed
IL-SNG-187	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth E. Powell, a/k/a Ruth Emily Powell, and Charles D. Powell, a/k/a Charles Powell, wife and husband, individually and as Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016		2/25/2019	Powell	Ruth	Emily		1165 Old Route 36	Wincheste r	IL	62694	217-742-5274			Signee	Agree ment Signed
IL-SNG-187	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth E. Powell, a/k/a Ruth Emily Powell, and Charles D. Powell, a/k/a Charles Powell, wife and husband, individually and as Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016		2/25/2019	Powell	Charles	D.		1165 Old Route 36	Wincheste r	IL	62694	217-742-5274			Signee	Agree ment Signed
IL-SNG-187	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth E. Powell, a/k/a Ruth Emily Powell, and Charles D. Powell, a/k/a Charles Powell, wife and husband, individually and as Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016		2/25/2019	Sievers	Mary	Ann		506 Chatsworth Court	Springfield	IL	62711	217-787-2283			Signee	Agree ment Signed
IL-SNG-188	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth E. Powell, a/k/a Ruth Emily Powell, and Charles D. Powell, a/k/a Charles Powell, wife and husband, individually and as Co-Trustees of the Charles D. Powell Trust No. 2016,		2/25/2019	Sievers	Mary	Ann		506 Chatsworth Court	Springfield	IL	62711	217-787-2283			Signee	Agree ment Signed

		established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016															
IL-SNG-188	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth E. Powell, a/k/a Ruth Emily Powell, and Charles D. Powell, a/k/a Charles Powell, wife and husband, individually and as Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016		2/25/2019	Powell	Ruth	Emily		1165 Old Route 36	Winchester	IL	62694	217-742-5274			Signee	Agreement Signed
IL-SNG-188	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth E. Powell, a/k/a Ruth Emily Powell, and Charles D. Powell, a/k/a Charles Powell, wife and husband, individually and as Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016		2/25/2019	Powell	Charles	D.		1165 Old Route 36	Winchester	IL	62694	217-742-5274			Signee	Agreement Signed
IL-SNG-190	Lease and Easement Agreement for Wind Energy Project	Allen B. Courier, a married person, and Janice A. Roller, a married person		2/27/2019	Courier	Allen	B.		246 Harts Prairie Road	Franklin	IL	62638	217-473-6350	217-473-3523		Signee	Agreement Signed
IL-SNG-190	Lease and Easement Agreement for Wind Energy Project	Allen B. Courier, a married person, and Janice A. Roller, a married person		2/27/2019	Courier	Barbara	Ann		246 Harts Prairie Road	Franklin	IL	62638	217-473-6350			Signee	Agreement Signed
IL-SNG-190	Lease and Easement Agreement for Wind Energy Project	Allen B. Courier, a married person, and Janice A. Roller, a married person		2/27/2019	Roller	Janice	A.		609 E 5th Street	Gibson City	IL	60936	217-784-4983			Signee	Agreement Signed
IL-SNG-190	Lease and Easement Agreement for Wind Energy Project	Allen B. Courier, a married person, and Janice A. Roller, a married person		2/27/2019	Roller	Robert	D.		609 E 5th Street	Gibson City	IL	60936	217-784-4983			Signee	Agreement Signed
IL-SNG-191	Lease and Easement Agreement for Wind Energy Project	Allen Courier and Barbara Courier, husband and wife; and Janice Roller, a married person		2/27/2019	Roller	Robert	D.		609 E 5th Street	Gibson City	IL	60936	217-784-4983			Signee	Agreement Signed
IL-SNG-191	Lease and Easement Agreement for Wind Energy Project	Allen Courier and Barbara Courier, husband and wife; and Janice Roller, a married person		2/27/2019	Courier	Allen	B.		246 Harts Prairie Road	Franklin	IL	62638	217-473-6350	217-473-3523		Signee	Agreement Signed
IL-SNG-191	Lease and Easement Agreement for Wind Energy Project	Allen Courier and Barbara Courier, husband and wife; and Janice Roller, a married person		2/27/2019	Courier	Barbara	Ann		246 Harts Prairie Road	Franklin	IL	62638	217-473-6350			Signee	Agreement Signed

IL-SNG-191	Lease and Easement Agreement for Wind Energy Project	Allen Courier and Barbara Courier, husband and wife; and Janice Roller, a married person		2/27/2019	Roller	Janice	A.		609 E 5th Street	Gibson City	IL	60936	217-784-4983			Signee	Agreement Signed
IL-SNG-192	Lease and Easement Agreement for Wind Energy Project	Dorothy Duewer, a single person		3/3/2019	Duewer	Dorothy	L.		981 Duewer Road	Waverly	IL	62692	217-675-2781	217-248-9029		Signee	Agreement Signed
IL-SNG-193	Lease and Easement Agreement for Wind Energy Project	Dorothy L. Duewer, a single person, Life Estate Tenant; Carol Conrady, a married person, Remainderman		3/3/2019	Conrady	Douglas	R.		29031 Scottville Hettick Road	Palmyra	IL	62674	217-436-2671	217-414-6758		Signee	Agreement Signed
IL-SNG-193	Lease and Easement Agreement for Wind Energy Project	Dorothy L. Duewer, a single person, Life Estate Tenant; Carol Conrady, a married person, Remainderman		3/3/2019	Duewer	Dorothy	L.		981 Duewer Road	Waverly	IL	62692	217-675-2781	217-248-9029		Signee	Agreement Signed
IL-SNG-193	Lease and Easement Agreement for Wind Energy Project	Dorothy L. Duewer, a single person, Life Estate Tenant; Carol Conrady, a married person, Remainderman		3/3/2019	Conrady	Carol			29031 Scottville Hettick Road	Palmyra	IL	62674	217-436-2671	217-414-6758		Signee	Agreement Signed
IL-SNG-194	Lease and Easement Agreement for Wind Energy Project	Carol Conrady, a married person		3/3/2019	Conrady	Carol			29031 Scottville Hettick Road	Palmyra	IL	62674	217-436-2671	217-414-6758		Signee	Agreement Signed
IL-SNG-194	Lease and Easement Agreement for Wind Energy Project	Carol Conrady, a married person		3/3/2019	Conrady	Douglas	R.		29031 Scottville Hettick Road	Palmyra	IL	62674	217-436-2671	217-414-6758		Signee	Agreement Signed
IL-SNG-196	Lease and Easement Agreement for Wind Energy Project	Catherine A. Ward, Trustee of the Catherine A. Ward Trust No. 2013, established by Declaration of Trust dated February 22, 2013; and Dorothy L. Duewer, a single person		3/3/2019	Duewer	Dorothy	L.		981 Duewer Road	Waverly	IL	62692	217-675-2781	217-248-9029		Signee	Agreement Signed
IL-SNG-196	Lease and Easement Agreement for Wind Energy Project	Catherine A. Ward, Trustee of the Catherine A. Ward Trust No. 2013, established by Declaration of Trust dated February 22, 2013; and Dorothy L. Duewer, a single person		3/3/2019	Ward	Catherine	A.		2106 E Strawn Crossing Road	Ashland	IL	62612	217-473-6361			Signee	Agreement Signed
IL-SNG-198	Lease and Easement Agreement for Wind Energy Project	Carolyn B. Drinkwater, as Trustee of the Carolyn B. Drinkwater Living Trust, created by Declaration of Trust dated March 31, 2014		3/7/2019	Drinkwater	Carolyn	B.		2113 Autumn Oak Circle	Maryville	TN	37801	865-233-3750			Signee	Agreement Signed
IL-SNG-199	Lease and Easement Agreement for Wind Energy Project	Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Timothy L. Becker and Sue E. Becker, husband and wife; and Marc A. Becker and Vikkie L. Becker, husband and wife		3/5/2019	Becker	Carl	John		1795 State Highway 123	Alexander	IL	62601		217-473-5664	cbkr39@gmail.com	Signee	Agreement Signed
IL-SNG-199	Lease and Easement Agreement for Wind Energy Project	Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Timothy L. Becker and Sue E. Becker, husband and wife; and Marc A.		3/5/2019	Becker	Bonita	A.		1795 State Highway 123	Alexander	IL	62601		217-370-2551	cbkr39@gmail.com	Signee	Agreement Signed

		Becker and Vikkie L. Becker, husband and wife															
IL-SNG-199	Lease and Easement Agreement for Wind Energy Project	Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Timothy L. Becker and Sue E. Becker, husband and wife; and Marc A. Becker and Vikkie L. Becker, husband and wife		3/5/2019	Becker	Timothy	L.		1790 State Highway 123	Alexander	IL	62601		217-473-6816		Signee	Agreement Signed
IL-SNG-199	Lease and Easement Agreement for Wind Energy Project	Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Timothy L. Becker and Sue E. Becker, husband and wife; and Marc A. Becker and Vikkie L. Becker, husband and wife		3/5/2019	Becker	Sue	E.		1790 State Highway 123	Alexander	IL	62601		217-473-4546		Signee	Agreement Signed
IL-SNG-199	Lease and Easement Agreement for Wind Energy Project	Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Timothy L. Becker and Sue E. Becker, husband and wife; and Marc A. Becker and Vikkie L. Becker, husband and wife		3/5/2019	Becker	Marc	A.		1883 State Highway 123	Alexander	IL	62601		217-473-6815		Signee	Agreement Signed
IL-SNG-199	Lease and Easement Agreement for Wind Energy Project	Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Timothy L. Becker and Sue E. Becker, husband and wife; and Marc A. Becker and Vikkie L. Becker, husband and wife		3/5/2019	Becker	Vikkie	L.		1883 State Highway 123	Alexander	IL	62601		217-491-1150		Signee	Agreement Signed
IL-SNG-200	Lease and Easement Agreement for Wind Energy Project	Marc Becker and Vikkie Becker, husband and wife		3/5/2019	Becker	Marc	A.		1883 State Highway 123	Alexander	IL	62601		217-473-6815		Signee	Agreement Signed
IL-SNG-200	Lease and Easement Agreement for Wind Energy Project	Marc Becker and Vikkie Becker, husband and wife		3/5/2019	Becker	Vikkie	L.		1883 State Highway 123	Alexander	IL	62601		217-491-1150		Signee	Agreement Signed
IL-SNG-201	Lease and Easement Agreement for Wind Energy Project	Timothy L. Becker and Sue E. Becker, husband and wife		3/5/2019	Becker	Timothy	L.		1790 State Highway 123	Alexander	IL	62601		217-473-6816		Signee	Agreement Signed

IL-SNG-201	Lease and Easement Agreement for Wind Energy Project	Timothy L. Becker and Sue E. Becker, husband and wife		3/5/2019	Becker	Sue	E.		1790 State Highway 123	Alexander	IL	62601		217-473-4546		Signee	Agreement Signed
IL-SNG-202	Lease and Easement Agreement for Wind Energy Project	Joshua J. Adkins, a/k/a Joshua Adkins, a married person		3/7/2019	Adkins	Joshua	J.		2851 State Highway 104	Franklin	IL	62638	217-473-6321			Signee	Agreement Signed
IL-SNG-202	Lease and Easement Agreement for Wind Energy Project	Joshua J. Adkins, a/k/a Joshua Adkins, a married person		3/7/2019	Adkins	Mariah	K.		2851 State Highway 104	Franklin	IL	62638	217-473-6321			Signee	Agreement Signed
IL-SNG-203	Lease and Easement Agreement for Wind Energy Project	Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; and Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009		3/5/2019	Becker	Carl	John		1795 State Highway 123	Alexander	IL	62601		217-473-5664	cbkr39@gmail.com	Signee	Agreement Signed
IL-SNG-203	Lease and Easement Agreement for Wind Energy Project	Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; and Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009		3/5/2019	Becker	Bonita	A.		1795 State Highway 123	Alexander	IL	62601		217-370-2551	cbkr39@gmail.com	Signee	Agreement Signed
IL-SNG-204	Lease and Easement Agreement for Wind Energy Project	David Andrew Leinberger, a/k/a David A. Leinberger, a single person		3/6/2019	Leinberger	David	Andrew		4500 Greenbriar Drive	Springfield	IL	62711	217-679-3148	217-370-9201		Signee	Agreement Signed
IL-SNG-205	Lease and Easement Agreement for Wind Energy Project	DJL Farm, LLC, a Utah limited liability company		3/5/2019	Leinberger	Donald	Amon		1427 Chaparral Drive	Mesquite	NV	89027	702-346-2822	702-755-7180	fortybelow@earthlink.net	Signee	Agreement Signed
IL-SNG-205	Lease and Easement Agreement for Wind Energy Project	DJL Farm, LLC, a Utah limited liability company		3/5/2019	Leinberger	Judith	Ann		1456 Chaparral Drive	Mesquite	NV	89027	702-346-2822	702-755-7180	fortybelow@earthline.net	Signee	Agreement Signed
IL-SNG-206	Lease and Easement Agreement for Wind Energy Project	Andrew H. Leinberger Family Trust under Will, by its Co-Trustees Donald A. Leinberger and Karl G. Leinberger		3/8/2019	Leinberger	Donald	Amon		1427 Chaparral Drive	Mesquite	NV	89027	702-346-2822	702-755-7180	fortybelow@earthlink.net	Signee	Agreement Signed
IL-SNG-206	Lease and Easement Agreement for Wind Energy Project	Andrew H. Leinberger Family Trust under Will, by its Co-Trustees Donald A. Leinberger and Karl G. Leinberger		3/8/2019	Leinberger	Karl	G.		1017 Lake Avenue	Wilmette	IL	60091	312-726-2103	847-275-6547	karl@markleinlaw.com	Signee	Agreement Signed
IL-SNG-207	Lease and Easement Agreement for Wind Energy Project	Marc A. Becker, a married person; and Timothy L. Becker, a married person		3/5/2019	Becker	Timothy	L.		1790 State Highway 123	Alexander	IL	62601		217-473-6816		Signee	Agreement Signed
IL-SNG-207	Lease and Easement Agreement for Wind Energy Project	Marc A. Becker, a married person; and Timothy L. Becker, a married person		3/5/2019	Becker	Marc	A.		1883 State Highway 123	Alexander	IL	62601		217-473-6815		Signee	Agreement Signed
IL-SNG-207	Lease and Easement Agreement for Wind Energy Project	Marc A. Becker, a married person; and Timothy L. Becker, a married person		3/5/2019	Becker	Vikkie	L.		1883 State Highway 123	Alexander	IL	62601		217-491-1150		Signee	Agreement Signed
IL-SNG-207	Lease and Easement Agreement for Wind Energy Project	Marc A. Becker, a married person; and Timothy L. Becker, a married person		3/5/2019	Becker	Sue	E.		1790 State Highway 123	Alexander	IL	62601		217-473-4546		Signee	Agreement Signed

IL-SNG-208	Wind Farm Participation and Support Agreement	Gavin Duewer and Hannah Duewer, husband and wife		3/5/2019	Duewer	Gavin	M.		3358 W Loami Road	New Berlin	IL	62670	217-370-7275			Signee	Agreement Signed
IL-SNG-208	Wind Farm Participation and Support Agreement	Gavin Duewer and Hannah Duewer, husband and wife		3/5/2019	Duewer	Hannah			3358 W Loami Road	New Berlin	IL	62670	217-370-7275			Signee	Agreement Signed
IL-SNG-209	Lease and Easement Agreement for Wind Energy Project	Richard R. Duewer and Therese M. Duewer, Trustees of the Richard R. Duewer Revocable Trust dated July 28, 2015 and the Therese M. Duewer Revocable Trust dated July 28, 2015		3/7/2019	Duewer	Therese	M.		977 Duewer Road	Waverly	IL	62692	217-370-7447			Signee	Agreement Signed
IL-SNG-209	Lease and Easement Agreement for Wind Energy Project	Richard R. Duewer and Therese M. Duewer, Trustees of the Richard R. Duewer Revocable Trust dated July 28, 2015 and the Therese M. Duewer Revocable Trust dated July 28, 2015		3/7/2019	Duewer	Richard	R.		977 Duewer Road	Waverly	IL	62692	217-370-7447			Signee	Agreement Signed
IL-SNG-212	Lease and Easement Agreement for Wind Energy Project	Carol Grady, a single person		3/12/2019	Grady	Carol	J.		2211 Old State Road	Jacksonville	IL	62650	217-245-4415	217-491-6325		Signee	Agreement Signed
IL-SNG-214	Lease and Easement Agreement for Wind Energy Project	Hayes and Jones Farmland, LLC, an Illinois limited liability company		3/8/2019	Jones	Rosemary	Hayes		601 North Fairfax Street, Unit 608	Alexandria	VA	22314	703-567-0786	703-475-6066	rosemaryhj77@gmail.com	Signee	Agreement Signed
IL-SNG-214	Lease and Easement Agreement for Wind Energy Project	Hayes and Jones Farmland, LLC, an Illinois limited liability company		3/8/2019	Hayes	Deborah			7155 S Poplar Way	Centennial	CO	80112				Signee	Agreement Signed
IL-SNG-215	Lease and Easement Agreement for Wind Energy Project	Ceres Properties, L.L.C., an Illinois limited liability company		2/25/2019	Fletcher	Mark	A.		3808 Cookson Road	East St. Louis	IL	62201	618-271-7903	314-602-4948	markf@ceresburge.com	Signee	Agreement Signed
IL-SNG-215	Lease and Easement Agreement for Wind Energy Project	Ceres Properties, L.L.C., an Illinois limited liability company		2/25/2019	Mestemacher	Carol										Signee	Agreement Signed
IL-SNG-215	Lease and Easement Agreement for Wind Energy Project	Ceres Properties, L.L.C., an Illinois limited liability company		2/25/2019	Mestemacher	Mark	D.									Signee	Agreement Signed
IL-SNG-216	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust, under Trust Agreement dated April 1, 1996		2/25/2019	Fletcher	Mark	A.		3808 Cookson Road	East St. Louis	IL	62201	618-271-7903	314-602-4948	markf@ceresburge.com	Signee	Agreement Signed
IL-SNG-217	Lease and Easement Agreement for Wind Energy Project	Charles R. Robinson, Jr. and Sarah E. Robinson, husband and wife		3/13/2019	Robinson	Charles	R.	Jr.	2700 Laomi Road	Franklin	IL	62638	217-245-7029	217-371-1416	rsarah68@irtc.net	Signee	Agreement Signed
IL-SNG-217	Lease and Easement Agreement for Wind Energy Project	Charles R. Robinson, Jr. and Sarah E. Robinson, husband and wife		3/13/2019	Robinson	Sarah	E.		2700 Laomi Road	Franklin	IL	62638	217-245-7029	217-371-1416	rsarah68@irtc.net	Signee	Agreement Signed
IL-SNG-218	Lease and Easement Agreement for Wind Energy Project	Karen F. Middleton, a married person		3/7/2019	Middleton	Karen	F.		1487 Middleton Road	Jacksonville	IL	62650	217-245-7907	213-370-2230	kmiddleton43@yahoo.com	Signee	Agreement Signed
IL-SNG-218	Lease and Easement Agreement for Wind Energy Project	Karen F. Middleton, a married person		3/7/2019	Middleton	David	L.		1487 Middleton Road	Jacksonville	IL	62650	217-245-7907	217-370-2230	kmiddleton43@yahoo.com	Signee	Agreement Signed

IL-SNG-219	Lease and Easement Agreement for Wind Energy Project	Thomas Ambrose Huot and JoAn Elaine Huot, husband and wife		3/12/2019	Huot	Thomas	Ambrose		P. O. Box 23	Alexander	IL	62601		217-473-0555	jo-jo-huot@yahoo.com	Signee	Agreement Signed
IL-SNG-219	Lease and Easement Agreement for Wind Energy Project	Thomas Ambrose Huot and JoAn Elaine Huot, husband and wife		3/12/2019	Huot	JoAn	Elaine		P. O. Box 23	Alexander	IL	62601		217-320-1736	jo-jo-huot@yahoo.com	Signee	Agreement Signed
IL-SNG-222	Lease and Easement Agreement for Wind Energy Project	John Christopher Scott, a single person		3/27/2019	Scott	John	Christopher		717 Rees Station Road	Franklin	IL	62638	217-370-0407	217-675-2780		Signee	Agreement Signed
IL-SNG-224	Wind Farm Participation and Support Agreement	William P. Barnes and E. Angela Barnes, husband and wife		3/19/2019	Barnes	William	P.		3196 Hermes Road	Alexander	IL	62601		217-827-4370	horsepoor88@yahoo.com	Signee	Agreement Signed
IL-SNG-224	Wind Farm Participation and Support Agreement	William P. Barnes and E. Angela Barnes, husband and wife		3/19/2019	Barnes	E.	Angela		3196 Hermes Road	Alexander	IL	62601		217-827-4370	horsepoor88@yahoo.com	Signee	Agreement Signed
IL-SNG-225	Lease and Easement Agreement for Wind Energy Project	Beilschmidt Trust FBO Passavant Area Hospital		3/22/2019	Oliver	James	E.		c/o Farmers State Bank & Trust 200 W State Street, PO Box 1330	Jacksonville	IL	62651	217-479-4041	217-473-9677	joliver@fsbtco.com	Signee	Agreement Signed
IL-SNG-226	Lease and Easement Agreement for Wind Energy Project	Beilschmidt Trust FBO Berea Church and Passavant Area Hospital and Beilschmidt Trust FBO Berea Cemetery		3/22/2019	Oliver	James	E.		c/o Farmers State Bank & Trust 200 W State Street, PO Box 1331	Jacksonville	IL	62651	217-479-4041	217-473-9677	joliver@fsbtco.com	Signee	Agreement Signed
IL-SNG-227	Lease and Easement Agreement for Wind Energy Project	The Passavant Memorial Area Hospital Association, a/k/a Passavant Memorial Area Hospital, an Illinois not-for-profit corporation		3/18/2019	Schmidt	Harry	M.		1600 West Walnut Street	Jacksonville	IL	62650	217-245-9541 ext 5523		schmidt.harry@mhsil.com	Signee	Agreement Signed
IL-SNG-228	Lease and Easement Agreement for Wind Energy Project	Frances Marie Martin, Trustee of the Martin Family Trust dated July 20, 1998, and Mary Joan Giddings, a married person		2/28/2019	Giddings	John	L.		26818 N 42nd Way	Cave Creek	AZ	85331	480-513-2306	480-203-6561		Signee	Agreement Signed
IL-SNG-228	Lease and Easement Agreement for Wind Energy Project	Frances Marie Martin, Trustee of the Martin Family Trust dated July 20, 1998, and Mary Joan Giddings, a married person		2/28/2019	Giddings	Mary	Joan		26818 N 42nd Way	Cave Creek	AZ	85331	480-513-2306	480-203-6561		Signee	Agreement Signed
IL-SNG-228	Lease and Easement Agreement for Wind Energy Project	Frances Marie Martin, Trustee of the Martin Family Trust dated July 20, 1998, and Mary Joan Giddings, a married person		2/28/2019	Martin	Frances	Marie		9506 E Wood Drive	Scottsdale	AZ	85260	480-451-5242	480-734-5592		Signee	Agreement Signed
IL-SNG-229	Lease and Easement Agreement for Wind Energy Project	Sheila Diane Meyer, a single person		3/26/2019	Meyer	Sheila	Diane		3125 Brentwood Drive	Quincy	IL	62301	217-224-7564	217-653-5953		Signee	Agreement Signed
IL-SNG-230	Lease and Easement Agreement for Wind Energy Project	Donna Jo Fuller, a single person		3/26/2019	Fuller	Donna	Jo		412 Carol Drive	Quincy	IL	62305		314-780-0448	djfuller46@gmail.com	Signee	Agreement Signed
IL-SNG-231	Lease and Easement Agreement for Wind Energy Project	Mary Stella Duffy, a married person, Land Contract Seller, and Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013, and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013, Land Contract Buyers		3/21/2019	Duffy	Mary	Stella		1232 S East St.	Jacksonville	IL	62650	217-416-6188			Signee	Agreement Signed

IL-SNG-231	Lease and Easement Agreement for Wind Energy Project	Mary Stella Duffy, a married person, Land Contract Seller, and Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013, and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013, Land Contract Buyers		3/21/2019	Johnson	Cynthia	A.		961 Contrary Lane	Waverly	IL	62692	217-675-2092	217-473-5092	memajohnson56@gmail.com	Signee	Agreement Signed
IL-SNG-231	Lease and Easement Agreement for Wind Energy Project	Mary Stella Duffy, a married person, Land Contract Seller, and Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013, and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013, Land Contract Buyers		3/21/2019	Johnson	Jerome	A.		961 Contrary Lane	Waverly	IL	62692	217-675-2092	217-473-5092	jeromejohnson77@gmail.com	Signee	Agreement Signed
IL-SNG-232	Lease and Easement Agreement for Wind Energy Project	John T. Bellatti, a married person; and the Estate of Margaret T. Bellatti		3/20/2019	Bellatti	Stephanie	B.		25893 Independence Trail	Evergreen	CO	80439		337-288-8608	comtnhome@gmail.com	Signee	Agreement Signed
IL-SNG-232	Lease and Easement Agreement for Wind Energy Project	John T. Bellatti, a married person; and the Estate of Margaret T. Bellatti		3/20/2019	Bellatti	John	T.		25893 Independence Trail	Evergreen	CO	80439		337-288-8608	comtnhome@gmail.com	Signee	Agreement Signed
IL-SNG-233	Lease and Easement Agreement for Wind Energy Project	Susan Anne Green, Trustee of the Susan Anne Green Revocable Living Trust, dated September 3, 2009, a/k/a the Susan Ann Green Revocable Living Trust, dated September 3, 2009; and John T. Bellatti, a married person; and the Estate of Margaret T. Bellatti		3/20/2019	Bellatti	Stephanie	B.		25893 Independence Trail	Evergreen	CO	80439		337-288-8608	comtnhome@gmail.com	Signee	Agreement Signed
IL-SNG-233	Lease and Easement Agreement for Wind Energy Project	Susan Anne Green, Trustee of the Susan Anne Green Revocable Living Trust, dated September 3, 2009, a/k/a the Susan Ann Green Revocable Living Trust, dated September 3, 2009; and John T. Bellatti, a married person; and the Estate of Margaret T. Bellatti		3/20/2019	Green	Susan	Anne		2248 Midvale Terrace	Henderson	NV	89074		702-759-5236	sagreen2248@yahoo.com	Signee	Agreement Signed
IL-SNG-233	Lease and Easement Agreement for Wind Energy Project	Susan Anne Green, Trustee of the Susan Anne Green Revocable Living Trust, dated September 3, 2009, a/k/a the Susan Ann Green Revocable Living Trust, dated September 3, 2009; and John T. Bellatti, a married person; and the Estate of Margaret T. Bellatti		3/20/2019	Bellatti	John	T.		25893 Independence Trail	Evergreen	CO	80439		337-288-8608	comtnhome@gmail.com	Signee	Agreement Signed
IL-SNG-234	Lease and Easement Agreement for Wind Energy Project	Susan Anne Green, Trustee of the Susan Anne Green Revocable Living Trust, dated September 3, 2009, a/k/a the Susan Ann Green Revocable Living Trust, dated September 3, 2009; and John T. Bellatti, Executor of the Estate of Margaret T. Bellatti		3/20/2019	Green	Susan	Anne		2248 Midvale Terrace	Henderson	NV	89074		702-759-5236	sagreen2248@yahoo.com	Signee	Agreement Signed

IL-SNG-234	Lease and Easement Agreement for Wind Energy Project	Susan Anne Green, Trustee of the Susan Anne Green Revocable Living Trust, dated September 3, 2009, a/k/a the Susan Ann Green Revocable Living Trust, dated September 3, 2009; and John T. Bellatti, Executor of the Estate of Margaret T. Bellatti		3/20/2019	Bellatti	John	T.		25893 Independence Trail	Evergreen	CO	80439		337-288-8608	comtnhome@gmail.com	Signee	Agreement Signed
IL-SNG-235	Lease and Easement Agreement for Wind Energy Project	Sarah Brogdon, a married person		4/3/2019	Brogdon	Sarah			2535 Rees Road	Franklin	IL	62638	217-675-2060	217-370-3610		Signee	Agreement Signed
IL-SNG-235	Lease and Easement Agreement for Wind Energy Project	Sarah Brogdon, a married person		4/3/2019	Brogdon	Terry			2535 Rees Road	Franklin	IL	62638				Signee	Agreement Signed
IL-SNG-236	Lease and Easement Agreement for Wind Energy Project	Albert J. Jackson and Carolyn R. Jackson, Trustees of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated 3/9/94		4/3/2019	Jackson	Albert	J.		2460 Jackson Road	Jacksonville	IL	62650		217-370-6350		Signee	Agreement Signed
IL-SNG-236	Lease and Easement Agreement for Wind Energy Project	Albert J. Jackson and Carolyn R. Jackson, Trustees of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated 3/9/94		4/3/2019	Jackson	Carolyn	R.		2460 Jackson Road	Jacksonville	IL	62650		217-370-6350		Signee	Agreement Signed
IL-SNG-237	Lease and Easement Agreement for Wind Energy Project	Mark K. Jackson, a married person		4/3/2019	Jackson	Mark	Kevin		1242 Ginder Road	Jacksonville	IL	62650		217-370-5880	jacksonfarm@IRTC.net	Signee	Agreement Signed
IL-SNG-237	Lease and Easement Agreement for Wind Energy Project	Mark K. Jackson, a married person		4/3/2019	Jackson	Donna	M.		1242 Ginder Road	Jacksonville	IL	62650		217-370-5880	jacksonfarm@IRTC.net	Signee	Agreement Signed
IL-SNG-238	Lease and Easement Agreement for Wind Energy Project	Mark Kevin Jackson, a/k/a Mark K. Jackson, and Donna Jackson, husband and wife; and Albert J. Jackson and Carolyn R. Jackson, Trustees of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated March 9, 1994		4/3/2019	Jackson	Albert	J.		2460 Jackson Road	Jacksonville	IL	62650		217-370-6350		Signee	Agreement Signed
IL-SNG-238	Lease and Easement Agreement for Wind Energy Project	Mark Kevin Jackson, a/k/a Mark K. Jackson, and Donna Jackson, husband and wife; and Albert J. Jackson and Carolyn R. Jackson, Trustees of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated March 9, 1994		4/3/2019	Jackson	Carolyn	R.		2460 Jackson Road	Jacksonville	IL	62650		217-370-6350		Signee	Agreement Signed
IL-SNG-238	Lease and Easement Agreement for Wind Energy Project	Mark Kevin Jackson, a/k/a Mark K. Jackson, and Donna Jackson, husband and wife; and Albert J. Jackson and Carolyn R. Jackson, Trustees of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated March 9, 1994		4/3/2019	Jackson	Mark	Kevin		1242 Ginder Road	Jacksonville	IL	62650		217-370-5880	jacksonfarm@IRTC.net	Signee	Agreement Signed
IL-SNG-238	Lease and Easement Agreement for Wind Energy Project	Mark Kevin Jackson, a/k/a Mark K. Jackson, and Donna Jackson, husband and wife; and Albert J. Jackson and Carolyn R. Jackson, Trustees of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated March 9, 1994		4/3/2019	Jackson	Donna	M.		1242 Ginder Road	Jacksonville	IL	62650		217-370-5880	jacksonfarm@IRTC.net	Signee	Agreement Signed

IL-SNG-239	Lease and Easement Agreement for Wind Energy Project	Thomas J. Bergschneider, Trustee of the Thomas J. Bergschneider Living Trust, dated February 25, 2013; and Helen R. Bergschneider, Trustee of the Helen R. Bergschneider Living Trust, dated February 25, 2013		4/3/2019	Bergschneider	Thomas	J.		734 Franklin Alexander Rd.	Franklin	IL	62638				Signee	Agreement Signed
IL-SNG-239	Lease and Easement Agreement for Wind Energy Project	Thomas J. Bergschneider, Trustee of the Thomas J. Bergschneider Living Trust, dated February 25, 2013; and Helen R. Bergschneider, Trustee of the Helen R. Bergschneider Living Trust, dated February 25, 2013		4/3/2019	Bergschneider	Helen	R.		734 Franklin Alexander Rd.	Franklin	IL	62638				Signee	Agreement Signed
IL-SNG-240	Lease and Easement Agreement for Wind Energy Project	Betsy L. Davis, Trustee of the Betsy L. Davis Trust dated October 21, 2014		2/28/2019	Davis	Betsy	L.		1616 Cape Coral Parkway W, Suite 102-186	Cape Coral	FL	33914		217-370-1956	bld757@hotmail.com	Signee	Agreement Signed
IL-SNG-241	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth Emily Powell, a married person, individually and as Life Estate Tenant; David Powell, a married person, Remainderman; and Matthew Powell, a married person, Remainderman		3/29/2019	Sievers	Mary	Ann		506 Chatsworth Court	Springfield	IL	62711	217-787-2283			Signee	Agreement Signed
IL-SNG-241	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth Emily Powell, a married person, individually and as Life Estate Tenant; David Powell, a married person, Remainderman; and Matthew Powell, a married person, Remainderman		3/29/2019	Powell	Ruth	Emily		1165 Old Route 36	Winchester	IL	62694	217-742-5274			Signee	Agreement Signed
IL-SNG-241	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth Emily Powell, a married person, individually and as Life Estate Tenant; David Powell, a married person, Remainderman; and Matthew Powell, a married person, Remainderman		3/29/2019	Powell	Charles	D.		1165 Old Route 36	Winchester	IL	62694	217-742-5274			Signee	Agreement Signed
IL-SNG-241	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth Emily Powell, a married person, individually and as Life Estate Tenant; David Powell, a married person, Remainderman; and Matthew Powell, a married person, Remainderman		3/29/2019	Powell	David	Edward		27 W 650 Mack Raod	Wheaton	IL	60189				Signee	Agreement Signed
IL-SNG-241	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth Emily Powell, a married person, individually and as Life Estate Tenant; David Powell, a		3/29/2019	Powell	Jolene			27 W 650 Mack Road	Wheaton	IL	60189				Signee	Agreement Signed

		married person, Remainderman; and Matthew Powell, a married person, Remainderman															
IL-SNG-241	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth Emily Powell, a married person, individually and as Life Estate Tenant; David Powell, a married person, Remainderman; and Matthew Powell, a married person, Remainderman		3/29/2019	Powell	Matthew	Charl es		5777 McComb Road	Huntertow n	IN	46748				Signee	Agree ment Signed
IL-SNG-241	Lease and Easement Agreement for Wind Energy Project	Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth Emily Powell, a married person, individually and as Life Estate Tenant; David Powell, a married person, Remainderman; and Matthew Powell, a married person, Remainderman		3/29/2019	Powell	Beth			5777 McComb Road	Huntertow n	IN	46748				Signee	Agree ment Signed
IL-SNG-244	Lease and Easement Agreement for Wind Energy Project	Charles M. Braker, a/k/a Charles Braker, a single person		4/4/2019	Braker	Charles	M.		3126 Old State Road	Alexander	IL	62601	217-341-5924		cmbraker1@y ahoo.com	Signee	Agree ment Signed
IL-SNG-245	Lease and Easement Agreement for Wind Energy Project	Dale H. Thayer and Jane E. Thayer, Co-Trustees of the Thayer 2009 Revocable Trust dated August 27, 2009, Life Estate Tenant; and Grant Thayer, a married person, Remainderman		4/4/2019	Thayer	Jane	E.		6100 Club Cholla Court NE	Albuquerq ue	NM	87111	505-828-4634	505-274-1020	dalethayer100 @gmail.com	Signee	Agree ment Signed
IL-SNG-245	Lease and Easement Agreement for Wind Energy Project	Dale H. Thayer and Jane E. Thayer, Co-Trustees of the Thayer 2009 Revocable Trust dated August 27, 2009, Life Estate Tenant; and Grant Thayer, a married person, Remainderman		4/4/2019	Thayer	Grant	Martin		25 Simmons Road	Hingham	MA	02043		781-206-6935	thayerg@gmai l.com	Signee	Agree ment Signed
IL-SNG-245	Lease and Easement Agreement for Wind Energy Project	Dale H. Thayer and Jane E. Thayer, Co-Trustees of the Thayer 2009 Revocable Trust dated August 27, 2009, Life Estate Tenant; and Grant Thayer, a married person, Remainderman		4/4/2019	Thayer	Dale	H.		6100 Club Cholla Court NE	Albuquerq ue	NM	87111	505-828-4634	505-274-1020	dalethayer100 @gmail.com	Signee	Agree ment Signed
IL-SNG-245	Lease and Easement Agreement for Wind Energy Project	Dale H. Thayer and Jane E. Thayer, Co-Trustees of the Thayer 2009 Revocable Trust dated August 27, 2009, Life Estate Tenant; and Grant Thayer, a married person, Remainderman		4/4/2019	Thayer	Sona			25 Simmons Road	Hingham	MA	02043		781-206-6935	thayerg@gmai l.com	Signee	Agree ment Signed
IL-SNG-246	Lease and Easement Agreement for Wind Energy Project	Dale H. Thayer and Jane E. Thayer, Co-Trustees of the Thayer 2009 Revocable Trust dated August 27, 2009, and Grant Martin Thayer, a married person		4/4/2019	Thayer	Sona			25 Simmons Road	Hingham	MA	02043		781-206-6935	thayerg@gmai l.com	Signee	Agree ment Signed
IL-SNG-246	Lease and Easement Agreement for Wind Energy Project	Dale H. Thayer and Jane E. Thayer, Co-Trustees of the Thayer 2009 Revocable Trust dated August 27, 2009, and		4/4/2019	Thayer	Dale	H.		6100 Club Cholla Court NE	Albuquerq ue	NM	87111	505-828-4634	505-274-1020	dalethayer100 @gmail.com	Signee	Agree ment Signed

		Grant Martin Thayer, a married person															
IL-SNG-246	Lease and Easement Agreement for Wind Energy Project	Dale H. Thayer and Jane E. Thayer, Co-Trustees of the Thayer 2009 Revocable Trust dated August 27, 2009, and Grant Martin Thayer, a married person		4/4/2019	Thayer	Jane	E.		6100 Club Cholla Court NE	Albuquerque	NM	87111	505-828-4634	505-274-1020	dalethayer100@gmail.com	Signee	Agreement Signed
IL-SNG-246	Lease and Easement Agreement for Wind Energy Project	Dale H. Thayer and Jane E. Thayer, Co-Trustees of the Thayer 2009 Revocable Trust dated August 27, 2009, and Grant Martin Thayer, a married person		4/4/2019	Thayer	Grant	Martin		25 Simmons Road	Hingham	MA	02043		781-206-6935	thayerg@gmail.com	Signee	Agreement Signed
IL-SNG-247	Wind Farm Participation and Support Agreement	Donald W. Tillery and Debra S. Tillery, husband and wife		4/2/2019	Tillery	Donald	W.		2767 Loami Road	Franklin	IL	62638		217-473-9535	ddtillery1@aol.com	Signee	Agreement Signed
IL-SNG-247	Wind Farm Participation and Support Agreement	Donald W. Tillery and Debra S. Tillery, husband and wife		4/2/2019	Tillery	Debra	S.		2767 Loami Road	Franklin	IL	62638		217-473-9484	ddtillery1@aol.com	Signee	Agreement Signed
IL-SNG-248	Lease and Easement Agreement for Wind Energy Project	Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001; and Harriet Lee Lund, a married person		1/26/2019	Lund	Paul	Thorvald		19567 Ireland Way	Lakeville	MN	55044	952-985-5021		pthrlund@gmail.com	Signee	Agreement Signed
IL-SNG-248	Lease and Easement Agreement for Wind Energy Project	Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001; and Harriet Lee Lund, a married person		1/26/2019	Ransdell	Charles	D.	III	87 S McInyre Way	Golden	CO	80401	303-278-3957	720-384-5799	ransdellx3@comcast.net	Signee	Agreement Signed
IL-SNG-248	Lease and Easement Agreement for Wind Energy Project	Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001; and Harriet Lee Lund, a married person		1/26/2019	Ransdell	Marilyn	P.		87 S McInyre Way	Golden	CO	80401	303-278-3957	720-384-5799	ransdellx3@comcast.net	Signee	Agreement Signed
IL-SNG-248	Lease and Easement Agreement for Wind Energy Project	Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001; and Harriet Lee Lund, a married person		1/26/2019	Lund	Harriet	Lee		19567 Ireland Way	Lakeville	MN	55044	952-985-5021		pthrlund@gmail.com	Signee	Agreement Signed
IL-SNG-249	Wind Farm Participation and Support Agreement	Betty B. Strawn, a single person		4/10/2019	Strawn	Gary	E.		2900 Old Route 36	Alexander	IL	62601	217-478-2281	217-370-5237		Signee	Agreement Signed
IL-SNG-250	Lease and Easement Agreement for Wind Energy Project	Wilmirth Scott Briggs, a single person, and the First Presbyterian Church, of Jacksonville, Illinois		4/26/2019	Bury	John			870 W College Avenue	Jacksonville	IL	62650		217-371-2182	johnbury@firstpresjax.org	Signee	Agreement Signed
IL-SNG-250	Lease and Easement Agreement for Wind Energy Project	Wilmirth Scott Briggs, a single person, and the First Presbyterian Church, of Jacksonville, Illinois		4/26/2019	Briggs	Wilmirth	Scott		19900 Lemarsh Street	Chatsworth	CA	91311	818-993-6167			Signee	Agreement Signed
IL-SNG-251	Lease and Easement Agreement for Wind Energy Project	Daniel D. Newton and Shelly J. Newton, husband and wife		4/24/2019	Newton	Daniel	D.		115 Morning Star Lane	Jacksonville	IL	62650	217-883-1339		dan@agrivestinc.com	Signee	Agreement Signed
IL-SNG-251	Lease and Easement Agreement for Wind Energy Project	Daniel D. Newton and Shelly J. Newton, husband and wife		4/24/2019	Newton	Shelly	J.		115 Morning Star Lane	Jacksonville	IL	62650	217-883-1339		dan@agrivestinc.com	Signee	Agreement Signed
IL-SNG-252	Lease and Easement	Daniel D. Newton, Trustee of the Farmland Trust 42627, dated September 4, 2013		4/24/2019	Newton	Daniel	D.		115 Morning Star Lane	Jacksonville	IL	62650	217-883-1339		dan@agrivestinc.com	Signee	Agreement Signed

	Agreement for Wind Energy Project																
IL-SNG-253	Lease and Easement Agreement for Wind Energy Project	Sally J. Plunkett, a married person		4/30/2019	Plunkett	Sally	J.		1112 Massey Lane	Jacksonville	IL	62650	217-473-6037		sallyplunkett1@gmail.com	Signee	Agreement Signed
IL-SNG-253	Lease and Easement Agreement for Wind Energy Project	Sally J. Plunkett, a married person		4/30/2019	Plunkett	Carroll	Lee		1112 Massey Lane	Jacksonville	IL	62650	217-473-6037		sallyplunkett1@gmail.com	Signee	Agreement Signed
IL-SNG-254	Lease and Easement Agreement for Wind Energy Project	E & S Family Farms, LLLP, an Illinois limited liability limited partnership		4/30/2019	Plunkett	Sally	J.		1112 Massey Lane	Jacksonville	IL	62650	217-473-6037		sallyplunkett1@gmail.com	Signee	Agreement Signed
IL-SNG-255	Wind Farm Participation and Support Agreement	Richard R. Freeman, Trustee of the Richard R. Freeman Trust No. 2016, established by Declaration of Trust dated October 4, 2016 and Tina G. Freeman, Trustee of the Tina G. Freeman Trust No. 2016, established by Declaration of Trust dated October 4, 2016		5/17/2019	Freeman	Richard	R.		1074 Asbury Road	Jacksonville	IL	62650		217-473-8005	rfreeman@irtc.net or rfreeman@rblawyers.net	Signee	Agreement Signed
IL-SNG-255	Wind Farm Participation and Support Agreement	Richard R. Freeman, Trustee of the Richard R. Freeman Trust No. 2016, established by Declaration of Trust dated October 4, 2016 and Tina G. Freeman, Trustee of the Tina G. Freeman Trust No. 2016, established by Declaration of Trust dated October 4, 2016		5/17/2019	Freeman	Tina	G.		1074 Asbury Road	Jacksonville	IL	62650		217-473-8973	rfreeman@irtc.net	Signee	Agreement Signed
IL-SNG-256	Lease and Easement Agreement for Wind Energy Project	Freeman Farms, LTD., an Illinois corporation		5/1/2019	Freeman	James	W.	Jr.	723 Cropmate Road	Bluffs	IL	62621	217-473-6150	217-473-8005	rfreeman@irtc.net	Signee	Agreement Signed
IL-SNG-257	Lease and Easement Agreement for Wind Energy Project	VM3 Family, L.P., a Delaware limited partnership		5/8/2019	Van Meter	Abram	D.		P. O. Box 2796	Springfield	IL	62708		217-741-1949	avanmeter@designideas.net	Signee	Agreement Signed
IL-SNG-258	Wind Farm Participation and Support Agreement	Larry M. Robinson and Tamra R. Robinson, husband and wife		5/29/2019	Robinson	Larry	M.		2704 Loami Road	Franklin	IL	62638		217-415-1447	trobinson@corn-belt.net	Signee	Agreement Signed
IL-SNG-258	Wind Farm Participation and Support Agreement	Larry M. Robinson and Tamra R. Robinson, husband and wife		5/29/2019	Robinson	Tamra	R.		2704 Loami Road	Franklin	IL	62638		217-415-1447	trobinson@corn-belt.net	Signee	Agreement Signed
IL-SNG-259	Lease and Easement Agreement for Wind Energy Project	Larry M. Robinson and Tamra R. Robinson, husband and wife		5/29/2018	Robinson	Larry	M.		2704 Loami Road	Franklin	IL	62638		217-415-1447	trobinson@corn-belt.net	Signee	Agreement Signed
IL-SNG-259	Lease and Easement Agreement for Wind Energy Project	Larry M. Robinson and Tamra R. Robinson, husband and wife		5/29/2018	Robinson	Tamra	R.		2704 Loami Road	Franklin	IL	62638		217-415-1447	trobinson@corn-belt.net	Signee	Agreement Signed
IL-SNG-260	Lease and Easement Agreement for Wind Energy Project	Gerald F. Cleer, a single person, and Michael H. Cleer, a married person		5/24/2019	Cleer	Nancy			332 N Woodland Avenue	Oglesby	IL	61348	815-883-9195	815-830-4825	mnjcleer@gmail.com	Signee	Agreement Signed
IL-SNG-260	Lease and Easement Agreement for Wind Energy Project	Gerald F. Cleer, a single person, and Michael H. Cleer, a married person		5/24/2019	Cleer	Gerald	F.		2908 E 3rd Road	LaSalle	IL	61301		815-228-8836	gleer@comcast.net	Signee	Agreement Signed
IL-SNG-260	Lease and Easement Agreement for Wind Energy Project	Gerald F. Cleer, a single person, and Michael H. Cleer, a married person		5/24/2019	Cleer	Michael	H.		332 N Woodland Avenue	Oglesby	IL	61348	815-883-9195	815-830-4825	mnjcleer@gmail.com	Signee	Agreement Signed

IL-SNG-261	Lease and Easement Agreement for Wind Energy Project	Boss Farms, LLC, a Wyoming limited liability company		6/12/2019	Armstrong	David	R.		2331 Fox Lane	Jacksonville	IL	62650		217-370-7055		Signee	Agreement Signed
IL-SNG-261	Lease and Easement Agreement for Wind Energy Project	Boss Farms, LLC, a Wyoming limited liability company		6/12/2019	Hutchison	Betsy	Ann		1642 State Highway 78 N	Jacksonville	IL	62650	217-473-5454			Signee	Agreement Signed
IL-SNG-262	Lease and Easement Agreement for Wind Energy Project	Armstrong Family Farm, LLC - Farm Land Series, an Illinois limited liability company		6/12/2019	Armstrong	David	R.		2331 Fox Lane	Jacksonville	IL	62650		217-370-7055		Signee	Agreement Signed
IL-SNG-263	Lease and Easement Agreement for Wind Energy Project	David R. Armstrong, a married person		6/12/2019	Armstrong	Debrah	D.		2331 Fox Lane	Jacksonville	IL	62650		618-402-6219	debrahdi@aol.com	Signee	Agreement Signed
IL-SNG-263	Lease and Easement Agreement for Wind Energy Project	David R. Armstrong, a married person		6/12/2019	Armstrong	David	R.		2331 Fox Lane	Jacksonville	IL	62650		217-370-7055		Signee	Agreement Signed
IL-SNG-264	Lease and Easement Agreement for Wind Energy Project	Armstrong Family, LLC - Dad's Place Series, an Illinois limited liability company		6/12/2019	Armstrong	David	R.		2331 Fox Lane	Jacksonville	IL	62650		217-370-7055		Signee	Agreement Signed
IL-SNG-265	Lease and Easement Agreement for Wind Energy Project	Armstrong Family, LLC - Timber Series, an Illinois limited liability company		6/12/2019	Armstrong	David	R.		2331 Fox Lane	Jacksonville	IL	62650		217-370-7055		Signee	Agreement Signed
IL-SNG-266	Lease and Easement Agreement for Wind Energy Project	Debrah D. Armstrong, f/k/a Debrah D. Ernest, Trustee of the Debrah D. Ernest Trust No. 2017, established by Declaration of Trust dated August 1, 2017		6/12/2019	Armstrong	Debrah	D.		2331 Fox Lane	Jacksonville	IL	62650		618-402-6219	debrahdi@aol.com	Signee	Agreement Signed
IL-SNG-267	Lease and Easement Agreement for Wind Energy Project	Jacksonville Children's Foundation, an Illinois Not-For-Profit Corporation		6/21/2019	Patterson	Gisele			c/o Jacksonville Children's Foundation P.O. Box 882	Jacksonville	IL	62651				Signee	Agreement Signed
IL-SNG-268	Lease and Easement Agreement for Wind Energy Project	Edward W. Cox, Trustee of the Edward W. Cox Trust UTD November 29, 1990		5/20/2019	Cox	Edward	W.		1240 Quail Gardens Court	Encinitas	CA	92024	760-632-5485	760-390-6456	ecox@xedcon.com	Signee	Agreement Signed
IL-SNG-269	Lease and Easement Agreement for Wind Energy Project	The Farmers State Bank and Trust Company, Trustee under the Clyde E. Cox Testamentary Trust pursuant to Article IV of the Last Will & Testament of Clyde E. Cox, Deceased		6/21/2019	Oliver	James	E.		c/o Farmers State Bank & Trust 200 W State Street, PO Box 1330	Jacksonville	IL	62651	217-479-4041	217-473-9677	joliver@fsbtco.com	Signee	Agreement Signed
IL-SNG-270	Lease and Easement Agreement for Wind Energy Project	Marian G. Hinderliter, Trustee of the Hobart R. Hinderliter Revocable Living Trust, dated December 2, 2010; and of the Marian G. Hinderliter Revocable Living Trust, dated December 2, 2010		6/7/2019	Hinderliter	Marian	G.		2225 West Morton Avenue, Room 43	Jacksonville	IL	62650				Signee	Agreement Signed
IL-SNG-271	Wind Farm Participation and Support Agreement	Village of Franklin, an Illinois municipal corporation		6/6/2019	Turpin	Paul	R.	Jr.	PO Box 119	Franklin	IL	62638	217-675-2322			Signee	Agreement Signed
IL-SNG-272	Lease and Easement Agreement for Wind Energy Project	Aileen Klein, a single person		7/3/2019	Klein	Aileen	A.		P. O. Box 1077 51 Belles Lane	Ennis	MT	59729	406-682-7514	406-548-2864	lou@3rivers.net	Signee	Agreement Signed
IL-SNG-273	Lease and Easement Agreement for Wind Energy Project	John Richard Lukeman, a married person, and Jane Ankrom, a married person		6/11/2019	Lukeman	John	Richard		1316 W State Street	Jacksonville	IL	62650	217-243-3791	217-370-1524	shirleylukeman@gmail.com	Signee	Agreement Signed

IL-SNG-273	Lease and Easement Agreement for Wind Energy Project	John Richard Lukeman, a married person, and Jane Ankrom, a married person		6/11/2019	Lukeman	Shirley	A.		1316 W State Street	Jacksonville	IL	62650	217-243-3791	217-370-1524	shirleylukeman@gmail.com	Signee	Agreement Signed
IL-SNG-273	Lease and Easement Agreement for Wind Energy Project	John Richard Lukeman, a married person, and Jane Ankrom, a married person		6/11/2019	Ankrom	Jane			1476 Hampshire Street	Quincy	IL	62301		217-257-1514	janeankrom2@gmail.com	Signee	Agreement Signed
IL-SNG-273	Lease and Easement Agreement for Wind Energy Project	John Richard Lukeman, a married person, and Jane Ankrom, a married person		6/11/2019	Ankrom	Reginald			1476 Hampshire Street	Quincy	IL	62301		217-257-1514	janeankrom2@gmail.com	Signee	Agreement Signed
IL-SNG-274	Lease and Easement Agreement for Wind Energy Project	Howard E. Becker, Jr., a/k/a H. Edward Becker, a/k/a Edward Becker, a married person		7/3/2019	Becker	Jennifer			1033 Becker Road	Jacksonville	IL	62650	217-673-6501	217-883-3640		Signee	Agreement Signed
IL-SNG-274	Lease and Easement Agreement for Wind Energy Project	Howard E. Becker, Jr., a/k/a H. Edward Becker, a/k/a Edward Becker, a married person		7/3/2019	Becker	Howard	E.	Jr.	1033 Becker Road	Jacksonville	IL	62650	217-673-6501	217-883-3640		Signee	Agreement Signed
IL-SNG-275	Lease and Easement Agreement for Wind Energy Project	Laurette A. Kaptena, a single person		6/24/2019	Kaptena	Laurette	A.		172 Fox Hole Lane	Hollister	MO	65672		217-370-1011	lkaptena@hotmail.com	Signee	Agreement Signed
IL-SNG-276	Lease and Easement Agreement for Wind Energy Project	Elaine C. Duewer, a single person, James A. Duewer, a married person, and Aimee N. Duewer-Windes, a married person		6/28/2019	Duewer	Elaine	Cole		1110 Century Park Drive	Garland	TX	75040		972-310-2783	eduewer@gmail.com	Signee	Agreement Signed
IL-SNG-276	Lease and Easement Agreement for Wind Energy Project	Elaine C. Duewer, a single person, James A. Duewer, a married person, and Aimee N. Duewer-Windes, a married person		6/28/2019	Duewer	James	Andrew		402 Ellis Street	Allen	TX	75002		214-912-1750	james.duewer@gmail.com	Signee	Agreement Signed
IL-SNG-276	Lease and Easement Agreement for Wind Energy Project	Elaine C. Duewer, a single person, James A. Duewer, a married person, and Aimee N. Duewer-Windes, a married person		6/28/2019	Duewer	Angela	Hall		402 Ellis Street	Allen	TX	75002		214-912-1750	james.duewer@gmail.com	Signee	Agreement Signed
IL-SNG-276	Lease and Easement Agreement for Wind Energy Project	Elaine C. Duewer, a single person, James A. Duewer, a married person, and Aimee N. Duewer-Windes, a married person		6/28/2019	Duewer-Windes	Aimee	Nicole		6222 Sasaki Way	Garland	TX	75043	972-310-2789		aduewer77@gmail.com	Signee	Agreement Signed
IL-SNG-276	Lease and Easement Agreement for Wind Energy Project	Elaine C. Duewer, a single person, James A. Duewer, a married person, and Aimee N. Duewer-Windes, a married person		6/28/2019	Windes	Troy	Adam		6222 Sasaki Way	Garland	TX	75043	972-310-2789		aduewer77@gmail.com	Signee	Agreement Signed
IL-SNG-277	Lease and Easement Agreement for Wind Energy Project	Linda Diane Duewer, Trustee of the Linda Diane Duewer Revocable Living Trust and of the Thomas R. Duewer Revocable Living Trust		6/24/2019	Duewer	Linda	Diane		106 Westwinds Drive	Jacksonville	IL	62650		217-741-2477	duwest_55@yahoo.com	Signee	Agreement Signed
IL-SNG-278	Lease and Easement Agreement for Wind Energy Project	Applebee Farms Inc., an Illinois corporation		7/1/2019	Applebee	Andrew	F.		8 Cardinal Drive	Jacksonville	IL	62650	217-473-3875			Signee	Agreement Signed
IL-SNG-279	Wind Farm Participation and Support Agreement	Justin A. Mather and Kelse E. Mather, husband and wife		4/1/2019	Mather	Justin	A.		783 Rees Station Road	Franklin	IL	62638		217-371-1134		Signee	Agreement Signed
IL-SNG-279	Wind Farm Participation and Support Agreement	Justin A. Mather and Kelse E. Mather, husband and wife		4/1/2019	Mather	Kelse	E.		783 Rees Station Road	Franklin	IL	62638		217-371-2089		Signee	Agreement Signed

IL-SNG-280	Wind Farm Participation and Support Agreement	Steven J. Steinacher and Deborah M. Steinacher, husband and wife		7/30/2019	Steinacher	Deborah	M.		2629 Woodson Franklin Road	Franklin	IL	62638		217-370-0581	steinacherds@yahoo.com	Signee	Agreement Signed
IL-SNG-280	Wind Farm Participation and Support Agreement	Steven J. Steinacher and Deborah M. Steinacher, husband and wife		7/30/2019	Steinacher	Steven	J.		2629 Woodson Franklin Road	Franklin	IL	62638		217-370-0581	steinacherds@yahoo.com	Signee	Agreement Signed
IL-SNG-281	Lease and Easement Agreement for Wind Energy Project	Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013, and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013		7/30/2019	Johnson	Jerome	A.		961 Contrary Lane	Waverly	IL	62692	217-675-2092	217-473-5092	jeromejohnson77@gmail.com	Signee	Agreement Signed
IL-SNG-281	Lease and Easement Agreement for Wind Energy Project	Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013, and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013		7/30/2019	Johnson	Cynthia	A.		961 Contrary Lane	Waverly	IL	62692	217-675-2092	217-473-5092	memajohnson56@gmail.com	Signee	Agreement Signed
IL-SNG-282	Lease and Easement Agreement for Wind Energy Project	The Trustees of Illinois College, an Illinois corporation		8/7/2019	Farley	Barbara	A.		Illinois College 1101 W College Avenue	Jacksonville	IL	62650		217-245-3000	barbara.farley@ic.edu	Signee	Agreement Signed
IL-SNG-283	Wind Farm Participation and Support Agreement	Evan Armstrong, a single person		8/9/2019	Armstrong	Evan			1616 Wohlers Road	Jacksonville	IL	62650		217-473-4871		Signee	Agreement Signed
IL-SNG-284	Lease and Easement Agreement for Wind Energy Project	Curt W. Dodsworth, Trustee of the Curt W. Dodsworth Irrevocable Trust 2017, established by Declaration of Trust dated June 15, 2017, Clark S. Dodsworth, a single person, and Dianne Selwood, a married person		8/9/2019	Dodsworth	Curt	W.		890 Dodsworth Road	Franklin	IL	62638	217-473-4461	217-675-2778		Signee	Agreement Signed
IL-SNG-284	Lease and Easement Agreement for Wind Energy Project	Curt W. Dodsworth, Trustee of the Curt W. Dodsworth Irrevocable Trust 2017, established by Declaration of Trust dated June 15, 2017, Clark S. Dodsworth, a single person, and Dianne Selwood, a married person		8/9/2019	Dodsworth	Clark	S.	Jr.	4400 Keller Avenue, Suite 140 PMB 130	Oakland	CA	94605		530-262-7800	clark@dodsworth.com	Signee	Agreement Signed
IL-SNG-284	Lease and Easement Agreement for Wind Energy Project	Curt W. Dodsworth, Trustee of the Curt W. Dodsworth Irrevocable Trust 2017, established by Declaration of Trust dated June 15, 2017, Clark S. Dodsworth, a single person, and Dianne Selwood, a married person		8/9/2019	Selwood	Dianne			2833 Kenny Road	Franklin	IL	62638	217-675-2740	217-883-3553		Signee	Agreement Signed
IL-SNG-284	Lease and Easement Agreement for Wind Energy Project	Curt W. Dodsworth, Trustee of the Curt W. Dodsworth Irrevocable Trust 2017, established by Declaration of Trust dated June 15, 2017, Clark S. Dodsworth, a single person, and Dianne Selwood, a married person		8/9/2019	Selwood	Stuart			2833 Kenny Road	Franklin	IL	62638				Signee	Agreement Signed
IL-SNG-285	Wind Farm Participation and Support Agreement	Gavin M. Duewer, a married person		6/25/2019	Duewer	Hannah			3358 W Loami Road	New Berlin	IL	62670	217-370-7275			Signee	Agreement Signed
IL-SNG-285	Wind Farm Participation and Support Agreement	Gavin M. Duewer, a married person		6/25/2019	Duewer	Gavin	M.		3358 W Loami Road	New Berlin	IL	62670	217-370-7275			Signee	Agreement Signed

IL-SNG-286	Lease and Easement Agreement for Wind Energy Project	John P. Ransdell, Jr., a single person		9/3/2019	Ransdell	John	Presley	"Jr."	2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091	+41765 468366	jpransdell@msn.com	Signee	Agreement Signed
IL-SNG-287	Lease and Easement Agreement for Wind Energy Project	John P. Ransdell, Jr., a single person; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Harriet Lee Lund, a married person; and Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001		9/3/2019	Ransdell	John	Presley	"Jr."	2309 Lindbergh Boulevard	Springfield	IL	62704	217-698-6091	+41765 468366	jpransdell@msn.com	Signee	Agreement Signed
IL-SNG-287	Lease and Easement Agreement for Wind Energy Project	John P. Ransdell, Jr., a single person; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Harriet Lee Lund, a married person; and Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001		9/3/2019	Lund	Paul	Thorvald		19567 Ireland Way	Lakeville	MN	55044	952-985-5021		pthrlund@gmail.com	Signee	Agreement Signed
IL-SNG-287	Lease and Easement Agreement for Wind Energy Project	John P. Ransdell, Jr., a single person; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Harriet Lee Lund, a married person; and Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001		9/3/2019	Ransdell	Elise	Ann		37 W Hazel Dell Lane	Springfield	IL	62703	217-529-8313		eransdell@yahoo.com	Signee	Agreement Signed
IL-SNG-287	Lease and Easement Agreement for Wind Energy Project	John P. Ransdell, Jr., a single person; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Harriet Lee Lund, a married person; and Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001		9/3/2019	Lund	Harriet	Lee		19567 Ireland Way	Lakeville	MN	55044	952-985-5021		pthrlund@gmail.com	Signee	Agreement Signed
IL-SNG-287	Lease and Easement Agreement for Wind Energy Project	John P. Ransdell, Jr., a single person; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Harriet Lee Lund, a married person; and Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001		9/3/2019	Ransdell	Charles	D.	III	87 S McInyre Way	Golden	CO	80401	303-278-3957	720-384-5799	ransdellx3@comcast.net	Signee	Agreement Signed
IL-SNG-287	Lease and Easement Agreement for Wind Energy Project	John P. Ransdell, Jr., a single person; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Harriet Lee Lund, a married person; and Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the		9/3/2019	Ransdell	Marilyn	P.		87 S McInyre Way	Golden	CO	80401	303-278-3957	720-384-5799	ransdellx3@comcast.net	Signee	Agreement Signed

		Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001															
IL-SNG-288	Lease and Easement Agreement for Wind Energy Project	Mark O. Roberts, Jr., a married person		9/5/2019	Roberts	Mark	O.	Jr.	36 Long Bay Drive	Springfield	IL	62712	217-546-9303	217-553-2894	morjr@goweb1.com	Signee	Agreement Signed
IL-SNG-288	Lease and Easement Agreement for Wind Energy Project	Mark O. Roberts, Jr., a married person		9/5/2019	Roberts	Sula	M.		36 Long Bay Drive	Springfield	IL	62712	217-546-9303	217-553-2894	morjr@goweb1.com	Signee	Agreement Signed
IL-SNG-289	Lease and Easement Agreement for Wind Energy Project	Bruce Kinnett, Trustee of the Bruce Kinnett Trust, dated October 29, 2008		8/9/2019	Kinnett	Bruce	C.		4022 Springer Lane	Springfield	IL	62711		217-306-2532	bcknet@aol.com	Signee	Agreement Signed
IL-SNG-290	Grant of Easement and Easement Agreement for Underground Facilities	Darrel L. Thoma and Amy Thoma, husband and wife		9/11/2019	Thoma	Darrel	L.		4409 Blackwolf Road	Springfield	IL	62711	217-628-9041	217-652-0995	darrel@dowsonfarms.com	Signee	Agreement Signed
IL-SNG-290	Grant of Easement and Easement Agreement for Underground Facilities	Darrel L. Thoma and Amy Thoma, husband and wife		9/11/2019	Thoma	Amy			4409 Blackwolf Road	Springfield	IL	62711	217-628-9041	217-652-0995	darrel@dowsonfarms.com	Signee	Agreement Signed
IL-SNG-291	Lease and Easement Agreement for Wind Energy Project	Jerry W. Kinnett, a single person		9/12/2019	Kinnett	Jerry	W.		3210 Kinnett Road	Alexander	IL	62601	217-414-5201			Signee	Agreement Signed
IL-SNG-292	Wind Farm Participation and Support Agreement	Kari L. Farrell, a single person		9/12/2019	Farrell	Kari	L.		1203 Orleans Road	Franklin	IL	62638		217-370-1477	kafarrell1818@yahoo.com	Signee	Agreement Signed
IL-SNG-293	Wind Farm Participation and Support Agreement	Dan Elsworth Seymour, a married person		8/16/2019	Seymour	Dan	Elsworth		301 Joanne Lane	DeKalb	IL	60115	815-756-8165	815-275-8372	cameldan@aol.com	Signee	Agreement Signed
IL-SNG-293	Wind Farm Participation and Support Agreement	Dan Elsworth Seymour, a married person		8/16/2019	Seymour	Virginia			301 Joanne Lane	DeKalb	IL	60115	815-756-8165	815-275-8372	cameldan@aol.com	Signee	Agreement Signed
IL-SNG-294	Wind Farm Participation and Support Agreement	Gail Christine Sarver, a married person		8/16/2019	Sarver	Gail	Christine		312 S Locust Street	Sycamore	IL	60178		815-739-0616	gailsarver@comcast.com	Signee	Agreement Signed
IL-SNG-294	Wind Farm Participation and Support Agreement	Gail Christine Sarver, a married person		8/16/2019	Miner	Michael	E.		312 S Locust Street	Sycamore	IL	60178		815-739-0616	gailsarver@comcast.net	Signee	Agreement Signed
IL-SNG-295	Lease and Easement Agreement for Wind Energy Project	Ryan M. Staley, a single person		9/13/2019	Staley	Ryan	M.		4 Washington Place	Springfield	IL	62702		217-502-3301		Signee	Agreement Signed
IL-SNG-296	Lease and Easement Agreement for Wind Energy Project	MRRT Farm, LLC, a Missouri limited liability company		9/17/2019	Walsh	Marie	H.		18777 Katydid Road	Pickering	MO	64476	217-257-9600	816-284-0766	rw6245T@gmail.com	Signee	Agreement Signed
IL-SNG-297	Lease and Easement Agreement for Wind Energy Project	William E. Lowry and Donna J. Lowry, husband and wife		10/4/2019	Lowry	William	E.		PO Box 368	Pittsfield	IL	62363	217-285-2052			Signee	Agreement Signed
IL-SNG-297	Lease and Easement Agreement for Wind Energy Project	William E. Lowry and Donna J. Lowry, husband and wife		10/4/2019	Lowry	Donna	J.		PO Box 368	Pittsfield	IL	62363	217-285-2052			Signee	Agreement Signed
IL-SNG-298	Grant of Easement and Easement Agreement for Underground Facilities	Richard S. Howe, a married person		10/18/2019	Howe	Richard	S.		897 State Route 121	Mt. Pulaski	IL	62548		217-871-8710	richandkimhowe@yahoo.com	Signee	Agreement Signed

IL-SNG-298	Grant of Easement and Easement Agreement for Underground Facilities	Richard S. Howe, a married person		10/18/2019	Howe	Kimberly	R.		897 State Route 121	Mt. Pulaski	IL	62548		217-871-8710	richandkimhowe@yahoo.com	Signee	Agreement Signed
IL-SNG-299	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, and Brandy Ovenell, a single person		10/16/2019	Knapp	Mee	Yung		5381 Moss Glen Drive	Frisco	TX	75034	972-885-7537	512-484-2999	knapp.james@gmail.com	Signee	Agreement Signed
IL-SNG-299	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, and Brandy Ovenell, a single person		10/16/2019	Knapp	Carol			2121 Brookstone Drive	Springfield	IL	62711	217-370-4085		jbknapp44@yahoo.com	Signee	Agreement Signed
IL-SNG-299	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, and Brandy Ovenell, a single person		10/16/2019	Knapp	James	Byron		2121 Brookstone Drive	Springfield	IL	62711	217-370-4085		jbknapp44@yahoo.com	Signee	Agreement Signed
IL-SNG-299	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, and Brandy Ovenell, a single person		10/16/2019	Fletcher	Mark	A.		3808 Cookson Road	East St. Louis	IL	62201	618-271-7903	314-602-4948	markf@ceresburge.com	Signee	Agreement Signed
IL-SNG-299	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, and Brandy Ovenell, a single person		10/16/2019	Ovenell	Brandy			5610 Netleaf Road	Austin	TX	78724		512-753-9079	bovenell@mail.com	Signee	Agreement Signed
IL-SNG-299	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, and Brandy Ovenell, a single person		10/16/2019	Knapp	James	S.		5381 Moss Glen Drive	Frisco	TX	75034	972-885-7537	512-484-2999	knapp.james@gmail.com	Signee	Agreement Signed
IL-SNG-300	Grant of Easement and Easement Agreement for Underground Facilities	Dorothy Duewer, a single person		10/25/2019	Duewer	Dorothy	L.		981 Duewer Road	Waverly	IL	62692	217-675-2781	217-248-9029		Signee	Agreement Signed
IL-SNG-301	Grant of Easement and Easement Agreement for Underground Facilities	Lois J. Mallin, a single person		10/30/2019	Mallin	Lois	J.		88 Byram Ridge Road	Armonk	NY	10504	914-273-3281		lois.mallin@gmail.com	Signee	Agreement Signed
IL-SNG-302	Grant of Easement and Easement Agreement for Underground Facilities	Bill R. Long, Jr. and Barbara J. Long, husband and wife		10/29/2019	Long	Bill	R.	Jr.	2880 Loami Road	Franklin	IL	62638	217-675-2202	217-473-4197	blong@csj.net	Signee	Agreement Signed
IL-SNG-302	Grant of Easement and Easement Agreement for Underground Facilities	Bill R. Long, Jr. and Barbara J. Long, husband and wife		10/29/2019	Long	Barbara	J.		2880 Loami Road	Franklin	IL	62638	217-675-2202	217-473-4197	blong@csj.net	Signee	Agreement Signed

IL-SNG-303	Lease and Easement Agreement for Wind Energy Project	Norman L. Zeller, a married person		10/23/2019	Zeller	Norman	L.		PO Box 558	Walnut	CA	91789	909-598-7749		norman_zeller@msn.com	Signee	Agreement Signed
IL-SNG-303	Lease and Easement Agreement for Wind Energy Project	Norman L. Zeller, a married person		10/23/2019	Woo-Zeller	Kim	Miu		PO Box 558 1838 Sundowner Lane	Walnut	CA	91789	909-598-7749		norman_zeller@msn.com	Signee	Agreement Signed
IL-SNG-304	Lease and Easement Agreement for Wind Energy Project	Donald B. Bennett, a married person; and Scott F. Bennett, a married person		11/2/2019	Bennett	Mary	Anne									Signee	Agreement Signed
IL-SNG-304	Lease and Easement Agreement for Wind Energy Project	Donald B. Bennett, a married person; and Scott F. Bennett, a married person		11/2/2019	Bennett	Kari			2464 Fieldstone Curve	Woodbury	MN	55129		651-207-3137	skbennett91@gmail.com	Signee	Agreement Signed
IL-SNG-304	Lease and Easement Agreement for Wind Energy Project	Donald B. Bennett, a married person; and Scott F. Bennett, a married person		11/2/2019	Bennett	Scott	F.		2464 Fieldstone Curve	Woodbury	MN	55129	651-207-3137		skbennett91@gmail.com	Signee	Agreement Signed
IL-SNG-304	Lease and Easement Agreement for Wind Energy Project	Donald B. Bennett, a married person; and Scott F. Bennett, a married person		11/2/2019	Bennett	Donald	Bruce		20344 Pheasant Trail	Brainerd	MN	56401	218-963-4702	952-210-7705	dbbennett214@outlook.com	Signee	Agreement Signed
IL-SNG-305	Lease and Easement Agreement for Wind Energy Project	Joan Beissel, a married person, and Norma J. McDannald, a/k/a Norma McDannald, and John M. McDannald, husband and wife		11/1/2019	Beissel	Thomas			240 Oxford Avenue	Sugar Grove	IL	60554		815-440-1656	mjoan.beissel@gmail.com	Signee	Agreement Signed
IL-SNG-305	Lease and Easement Agreement for Wind Energy Project	Joan Beissel, a married person, and Norma J. McDannald, a/k/a Norma McDannald, and John M. McDannald, husband and wife		11/1/2019	McDannald	Norma	J.		1502 Peters Drive	Saint Joseph	IL	61873		217-390-6987	217dmj@gmail.com	Signee	Agreement Signed
IL-SNG-305	Lease and Easement Agreement for Wind Energy Project	Joan Beissel, a married person, and Norma J. McDannald, a/k/a Norma McDannald, and John M. McDannald, husband and wife		11/1/2019	McDannald	John	M.		1502 Peters Drive	Saint Joseph	IL	61873		217-469-7063	712jmd@gmail.com	Signee	Agreement Signed
IL-SNG-305	Lease and Easement Agreement for Wind Energy Project	Joan Beissel, a married person, and Norma J. McDannald, a/k/a Norma McDannald, and John M. McDannald, husband and wife		11/1/2019	Beissel	Mary	Joan		240 Oxford Avenue	Sugar Grove	IL	60554		815-440-1656	mjoan.beissel@gmail.com	Signee	Agreement Signed
IL-SNG-306	Grant of Easement and Easement Agreement for Underground Facilities	David W. Ginder, a single person		11/8/2019	Ginder	David	W.		2502 Old 36	Jacksonville	IL	62650				Signee	Agreement Signed
IL-SNG-307	Grant of Easement and Easement Agreement for Underground Facilities	David L. Winkelman and Leslie Winkelman, husband and wife		11/7/2019	Winkelman	David	L.		2201A Magnolia Drive	South Jacksonville	IL	62650		217-473-9466	winkman966@gmail.com	Signee	Agreement Signed
IL-SNG-307	Grant of Easement and Easement Agreement for Underground Facilities	David L. Winkelman and Leslie Winkelman, husband and wife		11/7/2019	Winkelman	Leslie			2201A Magnolia Drive	South Jacksonville	IL	62650		217-671-9581	winkpack125@yahoo.com	Signee	Agreement Signed
IL-SNG-308	Grant of Easement and Easement Agreement for Underground Facilities	Gary L. Ginder, a married person		11/11/2019	Ginder	Gary	L.		1390 Witty Road	Jacksonville	IL	62650	217-243-2990	217-473-7122		Signee	Agreement Signed
IL-SNG-308	Grant of Easement and Easement Agreement for Underground Facilities	Gary L. Ginder, a married person		11/11/2019	Ginder	Joyce	A.		1390 Witty Road	Jacksonville	IL	62650	217-243-2990	217-473-7122		Signee	Agreement Signed

	IL-SNG-309	Grant of Easement and Easement Agreement for Underground Facilities	U.S. Bank, N.A., Trustee of the Clarke Reed Stevenson Trust u/w, and of the Clarke Reed Stevenson Trust u/w FBO Beverly Joyce Stevenson Cox		11/19/2019	Davis	Bradford	L.		c/o US Bank Farm Management 205 S 5th Street, Floor 3	Springfield	IL	62701	217-753-7383		bradford.davis@usbank.com	Signee	Agreement Signed
	IL-SNG-310	Wind Farm Participation and Support Agreement	Andrew B. Holloway and Cindy G. Holloway, husband and wife		11/27/2019	Holloway	Andrew	B.		2322 Barrows Road	Jacksonville	IL	62650	217-473-8998	217-652-4147	acjs24@hotmail.com	Signee	Agreement Signed
	IL-SNG-310	Wind Farm Participation and Support Agreement	Andrew B. Holloway and Cindy G. Holloway, husband and wife		11/27/2019	Holloway	Cindy	G.		2322 Barrows Road	Jacksonville	IL	62650	217-473-8998	217-652-4147	acjs24@hotmail.com	Signee	Agreement Signed
	IL-SNG-311	Lease and Easement Agreement for Wind Energy Project	Clark S. Dodsworth, Jr., a single person, Life Estate Tenate, and Kyla Carollee St. Clair Dodsworth, a single person, Remainderman		11/13/2019	Dodsworth	Clark	S.	Jr.	4400 Keller Avenue, Suite 140 PMB 130	Oakland	CA	94605		530-262-7800	clark@dodsworth.com	Signee	Agreement Signed
	IL-SNG-311	Lease and Easement Agreement for Wind Energy Project	Clark S. Dodsworth, Jr., a single person, Life Estate Tenate, and Kyla Carollee St. Clair Dodsworth, a single person, Remainderman		11/13/2019	St. Clair Dodsworth	Kyla	Carollee		2307 Isle Royale Lane	Davis	CA	95616				Signee	Agreement Signed
	IL-SNG-312	Lease and Easement Agreement for Wind Energy Project	David J. Yuska, a married person, and Paul L. Yuska, a single person		12/2/2019	Yuska	David	J.		2485 State Highway 104	Jacksonville	IL	62650		217-473-5471	davidjyuska@gmail.com	Signee	Agreement Signed
	IL-SNG-312	Lease and Easement Agreement for Wind Energy Project	David J. Yuska, a married person, and Paul L. Yuska, a single person		12/2/2019	Yuska	Sarah	J.		2485 State Highway 104	Jacksonville	IL	62650		217-473-5471	davidjyuska@gmail.com	Signee	Agreement Signed
	IL-SNG-312	Lease and Easement Agreement for Wind Energy Project	David J. Yuska, a married person, and Paul L. Yuska, a single person		12/2/2019	Yuska	Paul	L.		41875 Mitchell Road	Novi	MI	48377		248-767-1538	pyuska@att.net	Signee	Agreement Signed
	IL-SNG-313	Lease and Easement Agreement for Wind Energy Project	Joan Stone, a single person		12/17/2019	Elliott	Cynthia			34067 Route 111	Modesto	IL	62667				Signee	Agreement Signed
	IL-SNG-314	Lease and Easement Agreement for Wind Energy Project	J. Mark Berschneider and Krista L. Bergschneider, husband and wife; and Mary E. Bergschneider, Trustee of the Joseph A. Bergschneider Living Trust, dated April 6, 2000; and of the Mary E. Bergschneider Living Trust, dated April 6, 2000		12/15/2019	Bergschneider	J.	Mark		2931 Bergschneider Road	Alexander	IL	62601		217-473-3313		Signee	Agreement Signed
	IL-SNG-314	Lease and Easement Agreement for Wind Energy Project	J. Mark Berschneider and Krista L. Bergschneider, husband and wife; and Mary E. Bergschneider, Trustee of the Joseph A. Bergschneider Living Trust, dated April 6, 2000; and of the Mary E. Bergschneider Living Trust, dated April 6, 2000		12/15/2019	Bergschneider	Krista	L.		2931 Bergschneider Road	Alexander	IL	62601				Signee	Agreement Signed
	IL-SNG-314	Lease and Easement Agreement for Wind Energy Project	J. Mark Berschneider and Krista L. Bergschneider, husband and wife; and Mary E. Bergschneider, Trustee of the Joseph A. Bergschneider Living Trust, dated April 6, 2000; and of the Mary E. Bergschneider Living Trust, dated April 6, 2000		12/15/2019	Bergschneider	Mary	E.		2931 Bergschneider Road	Alexander	IL	62601				Signee	Agreement Signed
	IL-SNG-315	Lease and Easement Agreement for Wind Energy Project	Clark S. Dodsworth, Jr., a single person		12/31/2019	Dodsworth	Clark	S.	Jr.	4400 Keller Avenue, Suite 140 PMB 130	Oakland	CA	94605		530-262-7800	clark@dodsworth.com	Signee	Agreement Signed

IL-SNG-316	Grant of Easement and Easement Agreement for Underground Facilities	Nancy D. Becker, a married person		12/27/2019	Becker	Nancy	D.		2475 Loami Road	Jacksonville	IL	62650	217-243-8929		gnbecker@irtc.net	Signee	Agreement Signed
IL-SNG-316	Grant of Easement and Easement Agreement for Underground Facilities	Nancy D. Becker, a married person		12/27/2019	Becker	Gary	M.		2475 Loami Road	Jacksonville	IL	62650	217-243-8929		gnbecker@irtc.net	Signee	Agreement Signed
IL-SNG-317	Grant of Easement and Easement Agreement for Underground Facilities	Agnes A. Johnson, Trustee of the Agnes A. Johnson Living Trust, dated January 11, 2019		12/26/2019	Johnson	Agnes	A.		2423 State Highway 104	Jacksonville	IL	62650	217-370-8041	217-245-7938		Signee	Agreement Signed
IL-SNG-318	Grant of Easement and Easement Agreement for Underground Facilities	Everett Johnson, a married person		12/26/2019	Johnson	J.	Everett		720 Dahman Road	Franklin	IL	62638		217-473-8158		Signee	Agreement Signed
IL-SNG-318	Grant of Easement and Easement Agreement for Underground Facilities	Everett Johnson, a married person		12/26/2019	Johnson	LeAnn			720 Dahman Road	Franklin	IL	62638		217-473-8158		Signee	Agreement Signed
IL-SNG-319	Grant of Easement and Easement Agreement for Underground Facilities	The Brasel Family Limited Partnership, an Illinois limited partnership		1/10/2020	Brasel	Christopher	J.		2426 5th Street	East Moline	IL	61244				Signee	Agreement Signed
IL-SNG-319	Grant of Easement and Easement Agreement for Underground Facilities	The Brasel Family Limited Partnership, an Illinois limited partnership		1/10/2020	Brasel	Eric	A.		1203 Lakeview Drive	Port Byron	IL	61275	309-523-3245	309-948-3958	e.brasel@mchsi.com	Signee	Agreement Signed
IL-SNG-320	Grant of Easement and Easement Agreement for Underground Facilities	Dobyns Farm Partners, Ltd., an Ohio limited liability company, f/k/a Dobyns Partners, Ltd., an Ohio limited liability company		1/8/2020	Dobyns	Mary	Meredith		7095 Wick Lane, Apt. 112	Chagrin Falls	OH	44023		217-245-1618		Signee	Agreement Signed
IL-SNG-321	Lease and Easement Agreement for Wind Energy Project	Kathleen Ann Gray, Trustee of the Kathleen Ann Gray Revocable Trust dated August 8, 2019; and Cynthia Sue Reif, Trustee of the Cynthia Sue Reif Revocable Trust dated July 26, 2019		1/30/2020	Gray	Kathleen	Ann		1417 Lakelawn Drive	Jacksonville	IL	62650	217-243-5264			Signee	Agreement Signed
IL-SNG-321	Lease and Easement Agreement for Wind Energy Project	Kathleen Ann Gray, Trustee of the Kathleen Ann Gray Revocable Trust dated August 8, 2019; and Cynthia Sue Reif, Trustee of the Cynthia Sue Reif Revocable Trust dated July 26, 2019		1/30/2020	Reif	Cynthia	Sue		918 69th Street	Darien	IL	60561	630-973-3293		cindyreif918@gmail.com	Signee	Agreement Signed

Agreement Number	Agreement Name	Current Legal Name	Original Legal Name	Development Effective Date	Last Name	First Name	Middle Name	Suffix	Address 1	Address 2	City	State	Zip	Phone	Email	Role	Agreement Status
IL-SNG-322	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey L. York, a married person; Nicholas J. York, a married person; and Adam M. York, a married person		2/17/2020	York	Jeffrey	L.		528 Hillview Road		Winchester	IL	62694	217-245-6087	scalehouse@irtc.net	Signee	Agreement Signed
IL-SNG-322	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey L. York, a married person; Nicholas J. York, a married person; and Adam M. York, a married person		2/17/2020	York	Kellie	L.		528 Hillview Road		Winchester	IL	62694	217-245-6087	scalehouse@irtc.net	Signee	Agreement Signed
IL-SNG-322	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey L. York, a married person; Nicholas J. York, a married person; and Adam M. York, a married person		2/17/2020	York	Nicholas	J.		1790 York Road		Jacksonville	IL	62650	217-245-6087	njyork@gmail.com	Signee	Agreement Signed
IL-SNG-322	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey L. York, a married person; Nicholas J. York, a married person; and Adam M. York, a married person		2/17/2020	York	Heather	J.		1790 York Road		Jacksonville	IL	62650	217-245-6087	njyork@gmail.com	Signee	Agreement Signed
IL-SNG-322	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey L. York, a married person; Nicholas J. York, a married person; and Adam M. York, a married person		2/17/2020	York	Adam	M.		2335 Fox Lane		Jacksonville	IL	62650	217-245-6087	amyork8@hotmail.com	Signee	Agreement Signed
IL-SNG-322	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey L. York, a married person; Nicholas J. York, a married person; and Adam M. York, a married person		2/17/2020	York	Margaret	H.		2335 Fox Lane		Jacksonville	IL	62650	217-245-6087	amyork8@hotmail.com	Signee	Agreement Signed
IL-SNG-323	Grant of Easement and Easement Agreement for Underground Facilities	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Armstrong	Katherine	L.		1616 Wohlers Road		Jacksonville	IL	62650	217-473-4871		Signee	Agreement Signed
IL-SNG-323	Grant of Easement and Easement Agreement for Underground Facilities	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Wright	Jeff			357 SE 1100 Avenue		Rockbridge	IL	62081	217-248-3300		Signee	Agreement Signed
IL-SNG-323	Grant of Easement and Easement Agreement for Underground Facilities	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Armstrong	Luke	B.		3225 Hog Barn Road		Pleasant Plains	IL	62677	217-821-3239		Signee	Agreement Signed
IL-SNG-323	Grant of Easement and Easement Agreement for Underground Facilities	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Armstrong	Katie	E.		3225 Hog Barn Road		Pleasant Plains	IL	62677	217-821-3239		Signee	Agreement Signed
IL-SNG-323	Grant of Easement and Easement Agreement for Underground Facilities	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Armstrong	Evan	P.		1616 Wohlers Road		Jacksonville	IL	62650	217-473-4871		Signee	Agreement Signed
IL-SNG-323	Grant of Easement and Easement Agreement for	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Wright	Rachel	A.		357 SE 1100 Avenue		Rockbridge	IL	62081	217-248-3300		Signee	Agreement Signed

	Underground Facilities																
IL-SNG-324	Grant of Easement and Easement Agreement for Underground Facilities	Evan Armstrong, a married person		2/13/2020	Armstrong	Evan	P.		1616 Wohlers Road		Jacksonville	IL	62650	217-473-4871		Signee	Agreement Signed
IL-SNG-324	Grant of Easement and Easement Agreement for Underground Facilities	Evan Armstrong, a married person		2/13/2020	Armstrong	Katherine	L.		1616 Wohlers Road		Jacksonville	IL	62650	217-473-4871		Signee	Agreement Signed
IL-SNG-325	Lease and Easement Agreement for Wind Energy Project	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Armstrong	Evan	P.		1616 Wohlers Road		Jacksonville	IL	62650	217-473-4871		Signee	Agreement Signed
IL-SNG-325	Lease and Easement Agreement for Wind Energy Project	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Armstrong	Luke	B.		3225 Hog Barn Road		Pleasant Plains	IL	62677	217-821-3239		Signee	Agreement Signed
IL-SNG-325	Lease and Easement Agreement for Wind Energy Project	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Wright	Rachel	A.		357 SE 1100 Avenue		Rockbridge	IL	62081	217-248-3300		Signee	Agreement Signed
IL-SNG-325	Lease and Easement Agreement for Wind Energy Project	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Wright	Jeff			357 SE 1100 Avenue		Rockbridge	IL	62081	217-248-3300		Signee	Agreement Signed
IL-SNG-325	Lease and Easement Agreement for Wind Energy Project	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Armstrong	Katherine	L.		1616 Wohlers Road		Jacksonville	IL	62650	217-473-4871		Signee	Agreement Signed
IL-SNG-325	Lease and Easement Agreement for Wind Energy Project	Rachel Wright, a married person, Luke Armstrong, a married person, and Evan Armstrong, a married person		2/13/2020	Armstrong	Katie	E.		3225 Hog Barn Road		Pleasant Plains	IL	62677	217-821-3239		Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	May	Elizabeth										Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	Young	Frederick	T.									Signee	Agreement Signed

IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	May	Arkeitha	Monroe									Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	May	Dawn			1334 Annandale Road		New Berlin	IL	62670			Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	Ovenell	Brandy			5610 Netleaf Road		Austin	TX	78724		bovenell@mail.com	Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	Knapp	Carol			2121 Brookstone Drive		Springfield	IL	62711	217-370-4085	jbknapp44@yahoo.com	Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	Knapp	James	Byron		2121 Brookstone Drive		Springfield	IL	62711	217-370-4085	jbknapp44@yahoo.com	Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	Knapp	James	S.		5381 Moss Glen Drive		Frisco	TX	75034	972-885-7537	knapp.james@gmail.com	Signee	Agreement Signed

IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	Fletcher	Mark	A.		3808 Cookson Road		East St. Louis	IL	62201	618-271-7903	markf@ceresburge.com	Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	Knapp	Mee	Yung		5381 Moss Glen Drive		Frisco	TX	75034	972-885-7537	knapp.james@gmail.com	Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	May	Frederick	C. "Curry"		15 Sunset Drive		Jacksonville	IL	62650			Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	May	Gregory	C.									Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	Young	Heidi	L.									Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	May	Michael	R.									Signee	Agreement Signed

IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	May	Jason			1334 Annandale Road		New Berlin	IL	62670			Signee	Agreement Signed
IL-SNG-326	Lease and Easement Agreement for Wind Energy Project	Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust dated March 1, 1996, James Byron Knapp, a married person, James S. Knapp, a married person, Brandy Ovenell, a single person, Curry May, a married person, Gregory C. May, a married person, Heidi L. Young, a married person, Michael R. May, a married person, Jason May, a married person, and Robert Hayes, Trustee of the Susan Miller Trust		2/12/2020	Hayes	Robert			3109 Red Oak Lane		Springfield	IL	62712			Signee	Agreement Signed
IL-SNG-327	Grant of Easement and Easement Agreement for Underground Facilities	Pain Maker Land, LLC, an Illinois limited liability company		2/12/2020	Armstrong	Paul	E.		91 N Owen Long Road		New Berlin	IL	62670	217-370-7055		Signee	Agreement Signed
IL-SNG-327	Grant of Easement and Easement Agreement for Underground Facilities	Pain Maker Land, LLC, an Illinois limited liability company		2/12/2020	Armstrong	Deborah			91 N Owen Long Road		New Berlin	IL	62670	217-370-7055		Signee	Agreement Signed
IL-SNG-328	Wind Farm Participation and Support Agreement	Justin M. Fromme, a/k/a Justin Fromme, a married person		2/20/2020	Fromme	Justin	M.		2602 Yording Road		Franklin	IL	62638		jfromme@prlfs.com	Signee	Agreement Signed
IL-SNG-328	Wind Farm Participation and Support Agreement	Justin M. Fromme, a/k/a Justin Fromme, a married person		2/20/2020	Fromme	Jennifer			2602 Yording Road		Franklin	IL	62638			Signee	Agreement Signed
TAR-SNG-1060	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey R. Bergschneider and Peggy J. Bergschneider, husband and wife			Bergschneider	Jeffrey	R.		2910 Kenny Road		Franklin	IL	62638			Signee	Agreement Signed
TAR-SNG-1060	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey R. Bergschneider and Peggy J. Bergschneider, husband and wife			Bergschneider	Peggy	J.		2910 Kenny Road		Franklin	IL	62638			Signee	Agreement Signed
TAR-SNG-1262	Grant of Easement and Easement Agreement for Underground Facilities	John Daniel Eilering and Carolyn Sue Eilering, husband and wife			Eilering	John	Daniel		320 Westwinds Dr.		Jacksonville	IL	62650	217-371-2234		Signee	Letter of Intent
TAR-SNG-1262	Grant of Easement and Easement Agreement for Underground Facilities	John Daniel Eilering and Carolyn Sue Eilering, husband and wife			Eilering	Carolyn	Sue		320 Westwinds Dr.		Jacksonville	IL	62650	217-371-2234		Signee	Letter of Intent
TAR-SNG-1292	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey R. Bergschneider and Peggy J. Bergschneider, husband and wife			Bergschneider	Jeffrey	R.		2910 Kenny Road		Franklin	IL	62638			Signee	Agreement Signed

TAR-SNG-1292	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey R. Bergschneider and Peggy J. Bergschneider, husband and wife			Bergschneider	Peggy	J.		2910 Kenny Road		Franklin	IL	62638			Signee	Agreement Signed
TAR-SNG-1410	Wind Farm Participation and Support Agreement	Scott E. Whitlock and Lisa J. Whitlock, husband and wife			Whitlock	Scott	E.		833 Ransdell Road		Franklin	IL	62638			Signee	Agreement Signed
TAR-SNG-1410	Wind Farm Participation and Support Agreement	Scott E. Whitlock and Lisa J. Whitlock, husband and wife			Whitlock	Lisa	J.		833 Ransdell Road		Franklin	IL	62638			Signee	Agreement Signed
TAR-SNG-1415	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey R. Bergschneider, a married person			Bergschneider	Jeffrey	R.		2910 Kenny Road		Franklin	IL	62638			Signee	Agreement Signed
TAR-SNG-1415	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey R. Bergschneider, a married person			Bergschneider	Peggy	J.		2910 Kenny Road		Franklin	IL	62638			Signee	Agreement Signed
TAR-SNG-1416	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey R. Bergschneider and Peggy J. Bergschneider, husband and wife			Bergschneider	Jeffrey	R.		2910 Kenny Road		Franklin	IL	62638			Signee	Agreement Signed
TAR-SNG-1416	Grant of Easement and Easement Agreement for Underground Facilities	Jeffrey R. Bergschneider and Peggy J. Bergschneider, husband and wife			Bergschneider	Peggy	J.		2910 Kenny Road		Franklin	IL	62638			Signee	Agreement Signed

Appendix 3 – Shadow Flicker

SHADOW FLICKER ANALYSIS
LINCOLN LAND, ILLINOIS, USA

Submitted to

Meagan Denman

Apex Clean Energy, Inc.
310 4th Street NE, Suite 300
Charlottesville, VA 22902

Prepared by

Matthew Gagne
Jerry Crescenti
Eron Jones
Gregory S. Poulos, Ph.D.

1 May 2020

For Distribution at Client Discretion

ArcVera Renewables
1301 Arapahoe Street, Suite 105
Golden, Colorado 80401 USA

EXECUTIVE SUMMARY

Apex Clean Energy, Inc. ("Apex") has retained ArcVera Renewables ("ArcVera") to conduct a shadow flicker analysis for the proposed Lincoln Land wind farm located in Morgan County, Illinois. Apex provided a layout consisting of 119 GE 2.82-127 turbines with 114-m hub heights, which includes yet-to-be determined alternate turbines. Shadow flicker analysis is performed at 304 receptors near the turbine layout as provided.

Morgan County's wind ordinance requires that non-participating primary structures have less than 30 hours per year of shadow flicker, although the owner of the primary structure may waive that limitation. Two of the receptors exceed the total potential shadow flicker limit of 30 hours per year with a maximum of 82 minutes on a given day. One of the receptors is noted as a business in the data provided by Apex.

ArcVera Renewables 1301 Arapahoe Street, Suite 105 | Golden, CO 80401 USA | +1 720.237.2929

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ArcVera Renewables 1301 Arapahoe Street, Suite 105 | Golden, CO 80401 USA | +1 720.237.2929

1 INTRODUCTION

Apex Clean Energy, Inc. ("Apex") has retained ArcVera Renewables ("ArcVera") to conduct shadow flicker analysis for the proposed Lincoln Land wind farm located in Morgan County, Illinois (Figure 1). Apex provided a layout consisting of 119 GE 2.82-127 turbines with 114-m hub heights, which includes yet-to-be determined alternate turbines. Shadow flicker analysis is performed at 304 receptors from the turbine layout as provided.

Figure 1. Continental view of proposed Lincoln Land wind farm, Illinois.

2 TURBINE ARRAY AND RECEPTORS

Apex provided the coordinates for the 119 Lincoln Land turbine locations (Table 1) and selected receptors (Table 2). Locations of the turbines and receptors are also illustrated in Figure 2.

The turbines are spread across relatively flat terrain in primarily agricultural areas, and the receptors are dispersed among and outside the array. More than 1200 total receptors were supplied by Apex. For this analysis, only receptors within 10 rotor diameters (1270 m) were evaluated for shadow flicker impact, with a total of 304 receptors. Receptors were also categorized as "participating" and "non-participating." There are 85 participating receptors and 219 non-participating receptors in this study.

Table 1. Coordinates for proposed Lincoln Land turbine array (WGS84 Datum, UTM Zone 15S).

Turbine	Latitude	Longitude	UTM Easting	UTM Northing	Elevation (m ASL)
A01	39.602665	-90.111422	748012	4387645	208
A02	39.609388	-90.108543	748235	4388399	209
A03	39.775769	-90.029272	749790	4387972	208
A04	39.770033	-90.028024	749668	4388473	210
A05	39.605092	-90.090608	748165	4389936	213
A06	39.609637	-90.091839	747768	4390258	216
A07	39.623237	-90.108783	748137	4390491	213
A08	39.626250	-90.113285	748666	4390087	213
A09	39.628245	-90.108900	748906	4390812	213
A10	39.775719	-90.023889	751042	4389417	210
A11	39.624457	-90.102889	750709	4389900	211
A12	39.630908	-90.099827	750224	4390380	211
A13	39.617732	-90.075505	750128	4390849	211
B01	39.622170	-90.079191	743665	4391747	210
B02	39.626632	-90.084654	744156	4391765	210
B03	39.630883	-90.085589	744840	4391804	210
B04	39.640828	-90.160480	744776	4392522	208
B05	39.640849	-90.154756	745262	4393181	207
B06	39.641003	-90.146777	745739	4393518	208
B07	39.647490	-90.147261	745687	4390745	213
B08	39.653275	-90.141363	746526	4390755	214
B09	39.656177	-90.135680	746710	4391965	212
B10	39.631236	-90.137312	747722	4391633	213
B11	39.631086	-90.127553	748552	4391162	213
B12	39.641918	-90.124958	747623	4392809	212
B13	39.638642	-90.113295	748552	4392861	212
B14	39.634163	-90.103815	749041	4392544	214
B15	39.649248	-90.114011	749741	4392074	213
C01	39.649446	-90.103180	747503	4395725	205
C02	39.646457	-90.097605	747945	4395774	205
C03	39.642019	-90.089631	748010	4395344	207
C04	39.675524	-90.114323	748179	4394302	208
C05	39.675842	-90.109147	748516	4393946	209
C06	39.671950	-90.108552	749057	4394130	209
C07	39.662528	-90.106983	749005	4393443	211
C08	39.659227	-90.103194	749460	4393471	211
C09	39.660720	-90.096819	749924	4393236	212
C10	39.654551	-90.097688	750619	4393590	210
C11	39.654674	-90.092374	751284	4393339	213
C12	39.652422	-90.087062	751595	4392651	212
C13	39.655406	-90.078838	750298	4394838	208
C14	39.652950	-90.071193	750869	4394864	208
C15	39.646672	-90.067839	751496	4394658	211
C16	39.666726	-90.082110	751973	4395091	209
C17	39.666795	-90.075449	753244	4394736	213
C18	39.664756	-90.068222	755708	4395122	209
C19	39.668512	-90.062512	756143	4395470	207
C20	39.664943	-90.047841	756328	4394953	208
C21	39.667686	-90.019005	756271	4396613	206
C22	39.670688	-90.013804	757526	4395477	207
C24	39.665978	-90.011853	758117	4395406	207
C25	39.680933	-90.011875	758940	4394779	205
C26	39.670334	-89.997697	760515	4393898	201
C27	39.678930	-89.995906	759764	4393377	203
C28	39.669549	-89.989544	760694	4393212	202
C29	39.663629	-89.981510	754489	4393621	210
C30	39.655216	-89.963526	755211	4393911	211
D01	39.650764	-89.972470	746587	4398364	200
D02	39.648992	-89.961709	746999	4398053	199
D03	39.654538	-90.033774	746850	4397592	199
D04	39.767194	-90.023499	748706	4399337	201
D05	39.656940	-90.025266	749438	4398893	202
D06	39.699539	-90.124000	749766	4399281	201
D07	39.696617	-90.119313	750224	4397780	203
D08	39.692515	-90.121219	749756	4400931	199
D09	39.707678	-90.098950	750117	4400642	199
D10	39.703467	-90.090584	751789	4400646	200
D11	39.706865	-90.086623	751963	4400158	202
D12	39.693223	-90.081858	750908	4402335	198
D13	39.721721	-90.086109	752085	4402427	197
D14	39.719009	-90.082016	752116	4401747	199
D15	39.718557	-90.062526	756320	4402156	200
E01	39.714114	-90.060686	748982	4404212	197
E02	39.776074	-90.016424	749244	4403435	198
E03	39.734015	-90.072148	749602	4404185	201
E04	39.734497	-90.058402	750517	4404298	201
E05	39.728366	-90.058300	750456	4403758	196
E06	39.730796	-90.009148	751241	4404086	197
E07	39.751467	-90.093891	752339	4404067	196
E08	39.744396	-90.091133	752786	4403251	197
E09	39.751043	-90.086676	753207	4403713	198
E10	39.751794	-90.075956	752857	4404687	197
E11	39.746947	-90.076880	754605	4404609	198
E12	39.749675	-90.067597	755114	4404453	199
E13	39.749173	-90.054812	755137	4405067	197
E14	39.741698	-90.049912	754941	4403589	199
E15	39.745734	-90.044827	756216	4403554	199
E16	39.754598	-90.048531	756767	4403681	198
E17	39.753382	-90.028185	757094	4404153	198
E18	39.751822	-90.022310	757434	4403956	199
E19	39.757340	-90.021805	757872	4403979	199
E20	39.744099	-90.024659	757672	4404444	198
E21	39.743401	-90.009820	758060	4404738	198
E22	39.744381	-90.003350	757297	4404895	198
E23	39.748532	-89.999352	758040	4405415	198
F01	39.776394	-90.006461	745893	4406976	192
F02	39.769067	-90.003185	746232	4407284	191
F03	39.776296	-89.999263	746884	4404638	193
F04	39.771286	-89.998238	748275	4406724	193
F05	39.776259	-89.993176	748757	4406733	194
F06	39.746649	-89.995460	748413	4405187	192
F07	39.746732	-89.990348	748774	4405385	193
F08	39.750969	-89.992501	748527	4404589	193
F09	39.753504	-89.987858	749099	4404743	195
F10	39.776262	-89.987992	750610	4406611	195
F11	39.771071	-89.987998	752765	4406875	191
F12	39.755146	-89.996695	754429	4407092	190
F13	39.759595	-89.987829	754557	4406458	191
F14	39.777234	-90.128871	754891	4407101	190
F15	39.779913	-90.124801	754956	4406156	192
F16	39.755915	-90.118183	755529	4407162	190
F17	39.774283	-90.101180	756381	4407226	192
F18	39.774217	-90.095556	756689	4406422	195
F19	39.760406	-90.100150	756998	4407236	195
F20	39.762082	-90.095869	757104	4406683	195
F21	39.754995	-90.099054	757520	4407249	195
F22	39.756212	-90.092324	757964	4407264	196
F23	39.772573	-90.073994	757982	4406688	197
F24	39.774312	-90.048760	757622	4406386	197
				Average	203
				Minimum	190
				Maximum	216
				Range	26

Table 2. Coordinates for Lincoln Land receptors (WGS84 Datum, UTM Zone 15S).

Receptor	Latitude	Longitude	UTM Easting	UTM Northing	Elevation (m ASL)
1*	39.777768	-90.042211	753314	4407277	195
2*	39.778561	-90.041994	753329	4407365	195
3*	39.752488	-90.012904	755918	4404554	198
4*	39.738085	-90.013580	755913	4402953	200
5*	39.740031	-89.999913	757077	4403208	198
6*	39.724354	-90.061037	751896	4401294	201
7*	39.740962	-90.079052	750291	4403087	192
8*	39.712367	-90.101357	748483	4399851	199
9*	39.658912	-90.066811	751639	4394013	211
10*	39.648072	-90.083278	750265	4392763	215
11*	39.661407	-90.084063	750149	4394242	208
12*	39.674810	-90.095380	749130	4395698	206
13*	39.666753	-90.093837	749291	4394808	207
14*	39.666072	-90.091346	749508	4394739	207
15*	39.770710	-90.108902	747627	4406307	195
16*	39.750187	-90.101402	748343	4404049	194
17*	39.633196	-90.115476	747555	4391023	214
18*	39.640779	-90.096887	749123	4391916	214
19*	39.633239	-90.091467	749615	4391094	212
20*	39.635925	-90.092438	749522	4391390	213
21*	39.636174	-90.092589	749509	4391417	213
22*	39.636510	-90.092575	749508	4391454	213
23*	39.627410	-90.092661	749534	4390444	212
24*	39.616217	-90.106525	748384	4389163	211
25*	39.615523	-90.084427	750284	4389147	209
26*	39.622042	-90.068858	751597	4389914	211
27*	39.635848	-90.127157	746543	4391285	216
28*	39.655538	-90.128023	746398	4393468	207
29*	39.634044	-90.162208	743541	4390989	210
30*	39.673842	-90.094282	749228	4395594	205
31*	39.616178	-90.106528	748384	4389158	211
32*	39.615230	-90.092974	749551	4389091	211
33*	39.615496	-90.084392	750287	4389144	209
34*	39.622027	-90.068856	751597	4389913	211
35*	39.619264	-90.091669	749648	4389542	211
36*	39.636165	-90.092551	749512	4391416	213
37*	39.636478	-90.092553	749511	4391451	213
38*	39.633194	-90.115462	747556	4391023	214
39*	39.673854	-90.094281	749228	4395595	205
40*	39.674309	-90.089410	749644	4395659	204
41*	39.671320	-90.088231	749756	4395331	207
42*	39.661416	-90.084062	750149	4394243	208
43*	39.648069	-90.083233	750269	4392763	215
44*	39.660082	-90.055196	752631	4394175	213
45*	39.658998	-90.066927	751628	4394022	211
46*	39.674678	-90.063996	751823	4395771	208
47*	39.675519	-90.063170	751891	4395867	210
48*	39.681067	-90.097023	748967	4396388	204
49*	39.710005	-90.106577	748043	4399574	200
50*	39.711614	-90.102363	748399	4399764	200
51*	39.696258	-90.087737	749708	4398100	204
52*	39.724297	-90.065551	751509	4401275	198
53*	39.724419	-90.066183	751454	4401287	196
54*	39.757383	-90.057602	752070	4404970	195
55*	39.776506	-90.042117	753326	4407137	194
56*	39.765532	-90.042068	753371	4405919	192
57*	39.761277	-90.016969	755537	4405518	197
58*	39.761789	-90.012592	755910	4405587	196
59*	39.645448	-90.167251	743068	4392241	207
60*	39.740186	-89.999822	757085	4403226	198
61*	39.674817	-90.095386	749130	4395699	206
62*	39.666079	-90.091352	749507	4394740	207
63*	39.640787	-90.096893	749123	4391917	214
64*	39.627417	-90.092667	749533	4390444	212
65*	39.742906	-89.985510	758301	4403569	197
66*	39.659190	-90.035611	754315	4394132	212
67*	39.661148	-90.021838	755489	4394388	213
68*	39.681513	-90.019516	755613	4396656	209
69*	39.688937	-90.001997	757088	4397530	204
70*	39.673874	-89.990015	758172	4395892	205
71*	39.666481	-89.970182	759901	4395129	204
72*	39.666591	-89.972823	759674	4395133	204
73*	39.614474	-90.106901	748358	4388968	210
74*	39.614003	-90.111435	747970	4388903	210
75*	39.610920	-90.101826	748806	4388588	213
76*	39.652239	-90.154687	744122	4393029	204
77*	39.650744	-90.158544	743796	4392853	205
78*	39.650809	-90.160047	743667	4392856	204
79*	39.645576	-90.166675	743117	4392257	207
80*	39.782630	-90.041876	753325	4407817	195
81*	39.770743	-90.043247	753251	4406494	190
82*	39.770569	-90.043015	753271	4406475	189
83*	39.768516	-90.082079	749932	4406138	195
84*	39.659189	-90.035568	754318	4394132	212
85*	39.674048	-90.088922	749687	4395631	205
86	39.762114	-90.032017	754245	4405568	202
87	39.754026	-90.012839	755918	4404725	197
88	39.757867	-90.013028	755887	4405150	195
89	39.758887	-90.059690	751885	4405131	193
90	39.758445	-90.056722	752141	4405091	195
91	39.753843	-90.063852	751547	4404560	194
92	39.752319	-90.043195	753323	4404449	192
93	39.739133	-90.064632	751534	4402924	190
94	39.739210	-90.065249	751481	4402931	195
95	39.747913	-90.012758	755947	4404046	199
96	39.747294	-90.015780	755690	4403969	199
97	39.733679	-90.041112	753570	4402385	196
98	39.746711	-89.976331	759073	4404018	198
99	39.743915	-89.979368	758823	4403698	195
100	39.725664	-90.021364	755292	4401552	202
101	39.724916	-90.005526	756652	4401514	201

**Participating*

Receptor	Latitude	Longitude	UTM Easting	UTM Northing	Elevation (m ASL)
102	39.724889	-90.006631	756558	4401508	202
103	39.734997	-90.078764	750338	4402426	195
104	39.724443	-90.079021	750354	4401253	199
105	39.724435	-90.073222	750851	4401269	198
106	39.724596	-90.069641	751157	4401297	198
107	39.726187	-90.093127	749138	4401408	198
108	39.717779	-90.093828	749109	4400472	198
109	39.698188	-90.132479	745865	4398191	198
110	39.690739	-90.091867	749374	4397476	205
111	39.690687	-90.087900	749715	4397481	204
112	39.687665	-90.092886	749298	4397132	203
113	39.687385	-90.088288	749693	4397114	201
114	39.687471	-90.087604	749752	4397125	201
115	39.687526	-90.085818	749905	4397136	200
116	39.680073	-90.115983	747344	4396225	203
117	39.684712	-90.117170	747226	4396737	200
118	39.680966	-90.115925	747346	4396324	202
119	39.681216	-90.116059	747333	4396352	201
120	39.680972	-90.125003	746567	4396300	201
121	39.680711	-90.126205	746465	4396268	201
122	39.685521	-90.130639	746067	4396790	194
123	39.684246	-90.128599	746247	4396654	198
124	39.674780	-90.125263	746567	4395612	202
125	39.672953	-90.074219	750952	4395551	206
126	39.658760	-90.070658	751309	4393985	212
127	39.658943	-90.066966	751625	4394016	211
128	39.643647	-90.082475	750350	4392275	213
129	39.658519	-90.112690	747703	4393842	208
130	39.670224	-90.125355	746575	4395106	203
131	39.637354	-90.083445	750289	4391573	211
132	39.645065	-90.054283	752764	4392511	211
133	39.643129	-90.054099	752787	4392297	211
134	39.641050	-90.055057	752712	4392063	211
135	39.710311	-90.072139	750995	4399704	204
136	39.703786	-90.080217	750326	4398957	204
137	39.688725	-90.077889	750580	4397291	203
138	39.669416	-90.041212	753797	4395251	213
139	39.666998	-90.041194	753807	4394983	216
140	39.659175	-90.037069	754190	4394126	212
141	39.659839	-90.034937	754370	4394206	212
142	39.643038	-89.955373	761260	4392569	201
143	39.673989	-89.985703	758542	4395917	204
144	39.661907	-89.970390	759901	4394620	203
145	39.644261	-90.115774	747490	4392250	213
146	39.643549	-90.118833	747230	4392163	213
147	39.614940	-90.115670	747603	4388996	210
148	39.616748	-90.062966	752122	4389343	205
149	39.615795	-90.064148	752024	4389234	205
150	39.614736	-90.064650	751984	4389115	203
151	39.635869	-90.139667	745469	4391253	213
152	39.643295	-90.135139	745831	4392090	210
153	39.642666	-90.135299	745820	4392020	210
154	39.650705	-90.125061	746670	4392940	210
155	39.657829	-90.125102	746641	4393731	208
156	39.635512	-90.163224	743448	4391149	210
157	39.635142	-90.164445	743345	4391105	209
158	39.604116	-90.123524	746967	4387772	207
159	39.605188	-90.121810	747111	4387896	208
160	39.598579	-90.099029	749091	4387225	205
161	39.611698	-90.073564	751230	4388753	207
162	39.608195	-90.073716	751230	4388363	205
163	39.608886	-90.072620	751321	4388443	204
164	39.604724	-90.076214	751028	4387971	202
165	39.604783	-90.080948	750621	4387964	204
166	39.605583	-90.078465	750831	4388060	201
167	39.606454	-90.078689	750809	4388156	204
168	39.637033	-90.173141	742592	4391291	210
169	39.752626	-90.125877	746237	4404252	189
170	39.752563	-90.126014	746225	4404245	189
171	39.760054	-90.126853	746127	4405074	188
172	39.767889	-90.121951	746519	4405957	193
173	39.769771	-90.122955	746426	4406163	193
174	39.768543	-90.120504	746640	4406034	192
175	39.614954	-90.115637	747606	4388997	210
176	39.615755	-90.064137	752025	4389230	205
177	39.616768	-90.062965	752122	4389345	205
178	39.629709	-90.073586	751163	4390752	210
179	39.629158	-90.076242	750937	4390683	209
180	39.637334	-90.083429	750291	4391571	211
181	39.641280	-90.105806	748356	4391947	214
182	39.643553	-90.118805	747232	4392163	213
183	39.644232	-90.115764	747491	4392247	213
184	39.658525	-90.112678	747704	4393842	208
185	39.674274	-90.125053	746587	4395556	204
186	39.670388	-90.125098	746597	4395125	204
187	39.669935	-90.125170	746592	4395075	204
188	39.665972	-90.111229	747802	4394673	206
189	39.668551	-90.115962	747387	4394946	204
190	39.680076	-90.115944	747347	4396226	203
191	39.643645	-90.082466	750350	4392274	213
192	39.641029	-90.055089	752710	4392061	211
193	39.643066	-90.054185	752780	4392289	211
194	39.649540	-90.055183	752670	4393005	210
195	39.658611	-90.067053	751619	4393979	212
196	39.659001	-90.067318	751595	4394021	212
197	39.658790	-90.070639	751311	4393989	211
198	39.671628	-90.076112	750795	4395399	207
199	39.672952	-90.074224	750952	4395551	206
200	39.687380	-90.088269	749695	4397113	201
201	39.687646	-90.092851	749301	4397130	203
202	39.685514	-90.102518	748479	4396866	202
203	39.681200	-90.116031	747336	4396350	201

**Participating*

Receptor	Latitude	Longitude	UTM Easting	UTM Northing	Elevation (m ASL)
204	39.680757	-90.122959	746743	4396282	201
205	39.680955	-90.125076	746561	4396298	201
206	39.680714	-90.126256	746460	4396268	201
207	39.684256	-90.128652	746242	4396655	198
208	39.715826	-90.103344	748300	4400229	199
209	39.690742	-90.091847	749376	4397476	206
210	39.690672	-90.087891	749715	4397480	204
211	39.703769	-90.080214	750326	4398955	204
212	39.688717	-90.077853	750583	4397291	203
213	39.710149	-90.048175	753050	4399753	203
214	39.717739	-90.093825	749109	4400468	198
215	39.716946	-90.102898	748334	4400355	198
216	39.734994	-90.078788	750336	4402425	195
217	39.738897	-90.061798	751778	4402906	195
218	39.740901	-90.063244	751646	4403125	194
219	39.753840	-90.063843	751548	4404559	194
220	39.758171	-90.057940	752038	4405057	195
221	39.758336	-90.057371	752086	4405077	196
222	39.761062	-90.054309	752338	4405388	195
223	39.761065	-90.048442	752841	4405405	194
224	39.761166	-90.045759	753071	4405424	196
225	39.760621	-90.112840	747325	4405176	189
226	39.761784	-90.112934	747313	4405304	190
227	39.767834	-90.088333	749399	4406044	193
228	39.761731	-90.039762	753582	4405503	193
229	39.761060	-89.997974	757165	4405548	198
230	39.761003	-89.998872	757088	4405539	198
231	39.739528	-90.040338	753615	4403037	200
232	39.739073	-90.013543	755913	4403063	200
233	39.722083	-90.012590	756057	4401179	203
234	39.740110	-89.989547	757965	4403247	196
235	39.644759	-90.168649	742950	4392161	207
236	39.643014	-89.955351	761262	4392567	201
237	39.669119	-90.125992	746524	4394982	204
238	39.724438	-90.079021	750354	4401253	199
239	39.717036	-90.102311	748384	4400366	198
240	39.734058	-90.080314	750208	4402317	196
241	39.750441	-90.100993	748377	4404078	194
242	39.724607	-90.006699	756553	4401476	202
243	39.733093	-90.041312	753555	4402320	197
244	39.716577	-90.101781	748431	4400317	198
245	39.684743	-90.117115	747230	4396741	200
246	39.680973	-90.115931	747345	4396325	202
247	39.645087	-90.054376	752756	4392513	211
248	39.710318	-90.072146	750994	4399705	204
249	39.641687	-90.105909	748346	4391992	214
250	39.634694	-90.093813	749409	4391249	214
251	39.630395	-90.077574	750818	4390817	210
252	39.640186	-90.134410	745905	4391747	211
253	39.643302	-90.135145	745831	4392091	210
254	39.657837	-90.125109	746640	4393732	208

*Participating

Receptor	Latitude	Longitude	UTM Easting	UTM Northing	Elevation (m ASL)
255	39.724885	-90.008788	756373	4401501	202
256	39.740139	-89.987308	758157	4403256	198
257	39.764691	-89.984077	758342	4405991	197
258	39.764782	-89.984308	758322	4406001	197
259	39.742642	-89.982247	758582	4403549	198
260	39.743821	-89.983700	758453	4403675	196
261	39.743723	-89.984463	758388	4403662	198
262	39.743589	-89.985378	758310	4403645	198
263	39.740914	-89.984173	758423	4403351	195
264	39.744535	-89.984461	758385	4403753	196
265	39.641296	-89.956116	761203	4392374	202
266	39.647661	-90.022031	755522	4392891	212
267	39.669449	-90.040084	753893	4395258	214
268	39.659706	-90.034950	754369	4394191	212
269	39.675576	-90.025841	755093	4395979	210
270	39.688243	-90.020482	755506	4397400	207
271	39.681199	-90.020236	755553	4396619	208
272	39.674212	-90.019125	755674	4395846	207
273	39.655373	-89.970521	759914	4393895	204
274	39.690501	-90.009882	756406	4397681	206
275	39.684488	-90.006233	756742	4397024	206
276	39.686385	-90.002605	757046	4397245	205
277	39.673995	-89.985684	758543	4395918	204
278	39.670909	-89.975109	759462	4395606	203
279	39.661912	-89.970215	759916	4394622	203
280	39.747365	-90.119202	746828	4403686	191
281	39.746856	-90.117559	746970	4403635	193
282	39.657341	-90.040381	753912	4393913	212
283	39.614263	-90.120588	747183	4388907	210
284	39.601506	-90.100420	748961	4387547	204
285	39.654871	-90.148552	744639	4393338	204
286	39.650569	-90.157153	743916	4392837	204
287	39.650778	-90.160959	743589	4392850	205
288	39.782006	-90.133855	745449	4407492	190
289	39.775789	-90.079512	750126	4406952	195
290	39.782522	-90.043279	753205	4407801	195
291	39.770550	-90.090715	749185	4406339	192
292	39.767694	-90.121484	746560	4405937	193
293	39.768020	-90.126824	746101	4405958	192
294	39.758565	-90.129930	745868	4404900	189
295	39.759694	-90.129012	745943	4405028	184
296	39.759319	-90.126869	746128	4404992	189
297	39.757999	-90.058480	751992	4405036	194
298	39.747362	-90.119147	746832	4403686	191
299	39.746813	-90.117524	746973	4403630	193
300	39.669489	-90.040605	753848	4395261	214
301	39.657339	-90.040362	753914	4393913	212
302	39.604136	-90.082889	750457	4387887	206
303	39.604018	-90.083903	750370	4387871	206
304	39.604111	-90.082713	750472	4387885	205

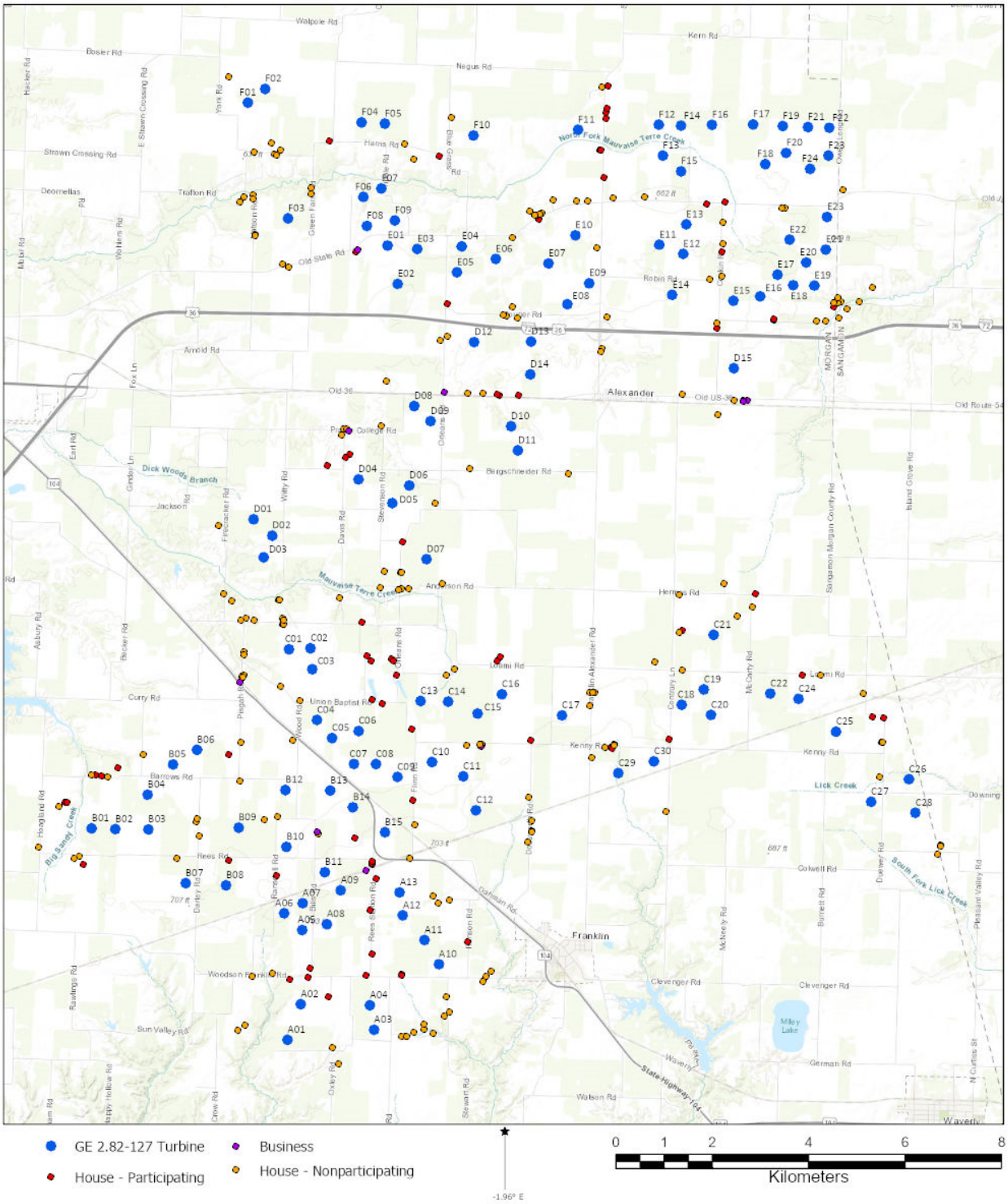

Figure 2. Proposed Lincoln Land turbine array (blue dots), businesses (purple dots), participating receptors (red dots) and non-participating receptors (orange dots).

3 WIND TURBINE SPECIFICATIONS

The GE 2.82-127 turbine is a three-bladed upwind turbine of International Electrotechnical Commission (IEC) Class S. The rotor diameter (RD) is 127 m, with a hub height of 114 m. Rated power for the GE 2.82-127 turbine is 2820 kW. The turbine has a cut-in and cut-out speed of 3.0 m/s and 30.0 m/s, respectively, and restart wind speed of 27.0 m/s. The turbine reaches rated power of 2820 kW at 12.0 m/s. The standard operating temperature range for the GE 2.82-127 turbine is -15°C to +40°C, while the cold temperature option has a range of -30°C to +40°C.

Apex provided multiple GE 2.82-127 power and thrust coefficients at sea-level air density for different noise reduction power curves that will be used at different turbine locations based upon subsequent analyses. For this analysis, since the power curve and thrust coefficients have little to no effect on the shadow flicker analysis, the standard normal operation specifications were used for the GE 2.82-127 turbine and are given in Table 3.

Table 3. GE 2.82-127 2.82 MW turbine power curve (Normal Operation) and thrust coefficients (from *Technical Documentation Wind Turbine Generator Systems 2.8-127 with LNTE - 60 Hz, Rev. 01 - EN 2018-11-06,* 06 November 2018).

	Power (kW)*	Thrust Coefficients
Wind Speed m/s	Sea-Level 1.225 kg/m^3	Sea-Level 1.225 kg/m^3
0.0	0	0
0.5	0	0
1.0	0	0
1.5	0	0
2.0	0	0
2.5	0	0
3.0	32	0.977
3.5	103	0.900
4.0	194	0.866
4.5	301	0.854
5.0	429	0.827
5.5	583	0.803
6.0	761	0.792
6.5	971	0.789
7.0	1212	0.786
7.5	1474	0.764
8.0	1748	0.725
8.5	2010	0.668
9.0	2249	0.607
9.5	2455	0.544
10.0	2602	0.483
10.5	2701	0.426
11.0	2775	0.378
11.5	2805	0.329
12.0	2820	0.289
12.5	2820	0.255
13.0	2820	0.227
13.5	2820	0.202
14.0	2820	0.181
14.5	2820	0.159
15.0	2820	0.144
15.5	2820	0.131
16.0	2820	0.119
16.5	2820	0.109
17.0	2820	0.100
17.5	2820	0.092
18.0	2820	0.085
18.5	2820	0.079
19.0	2820	0.074
19.5	2820	0.069
20.0	2820	0.064
20.5	2820	0.060
21.0	2820	0.055
21.5	2820	0.050
22.0	2820	0.045
22.5	1200	0.039
23.0	1200	0.035
23.5	1200	0.031
24.0	1200	0.028
24.5	1200	0.025
25.0	1200	0.023
25.5	1200	0.021
26.0	1200	0.019
26.5	1200	0.019
27.0	1200	0.017
27.5	1200	0.016
28.0	1200	0.015
28.5	1200	0.015
29.0	1200	0.014
29.5	1200	0.014
30.0	1200	0.013

4 SHADOW FLICKER MODELING

Shadow flicker modeling was conducted using Openwind software (version 01.08.00.2886). The key inputs included a digital topographic map, land cover map, turbine specifications (including power curves and thrust coefficients), and turbine and receptor locations.

Openwind contains an engine to download digital elevation data. For Lincoln Land, 30-m 1-Arc second elevation data was downloaded over a spatial domain between 39 and 40 degrees latitude and -89 to -91 degrees longitude. Similarly, 90-m 3-Arc second land cover data was downloaded over the same spatial domain.

Meteorological tower data was provided for and used in the analysis for a probabilistic model that considers turbine orientation. The wind frequency rose, of which a representative example is shown in Figure 3, is relatively omni-directional across the site.

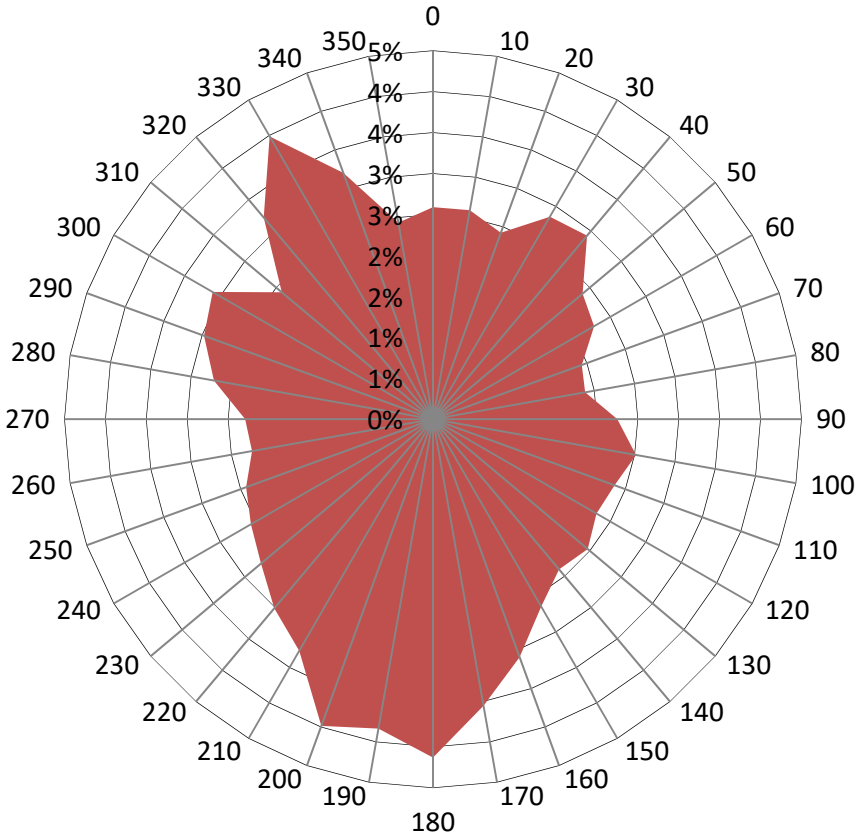

Figure 3. Site 4303 wind frequency rose.

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Cloud cover was considered in this analysis by using the average monthly sunshine hours per day estimated using data from the NOAA's National Centers for Environmental Information (NCEI) from the Springfield, IL Capital Airport meteorological station. The input into Openwind was the percent of sunshine of the total available daylight hours per month. Table 4 presents the percentages used for each month.

Table 4. Percent of sunshine during daylight hours for Springfield, Illinois.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sunshine (%)	50	53	51	54	61	68	71	67	66	61	45	40

In addition, Apex provided a vegetation height layer that was included in the analysis. ArcVera has not verified the accuracy of this layer.

5 RESULTS

Shadow flicker was simulated in Openwind at the 304 receptor locations at a height of 1.75 m above ground level (approximate height of a person) for calendar year 2020 using the GE 2.82-127 turbine at the locations specified by Apex. The time zone was set for Central Standard Time (CST). Default settings were used for turbine availability (100%). Turbine orientation was considered based on the wind frequency distributions provided by Apex. The model also ignores shadow flicker when the sun is near the far horizon below 3 degrees. Percent sunshine during daylight hours were input using the values from Table 4.

Table 5 contains a summary of the number of days each receptor may be subject to shadow flicker, the total number of hours and minutes each year each receptor may be subject to shadow flicker, and the maximum number of minutes each receptor is subject to shadow flicker.

Unless waived, Morgan County's wind ordinance requires that non-participating primary structures have less than 30 hours per year of shadow flicker. Those that exceed this requirement are highlighted with blue coloring in Table 5, shown individually in Table 6, and displayed in Figure 4.

Table 5. Summary of shadow flicker simulation for receptors near the proposed Lincoln Land wind farm.

Receptor	Days with SF	Hours	Minutes	Max SF One Day Minutes	Receptor	Days with SF	Hours	Minutes	Max SF One Day Minutes
1*	133	18	1062	45	52*	0	0	0	0
2*	121	17	1044	42	53*	0	0	0	0
3*	103	13	775	36	54*	51	8	456	36
4*	0	0	0	0	55*	94	17	990	47
5*	63	13	772	34	56*	50	5	325	24
6*	0	0	0	0	57*	74	14	832	51
7*	85	13	798	29	58*	63	7	436	33
8*	0	0	0	0	59*	98	10	619	36
9*	37	4	264	27	60*	71	16	943	35
10*	105	17	996	39	61*	68	7	446	25
11*	89	8	462	27	62*	151	18	1106	37
12*	68	7	412	25	63*	76	17	1008	47
13*	133	17	995	29	64*	167	22	1348	42
14*	152	19	1158	37	65*	44	5	307	28
15*	75	7	407	25	66*	42	6	345	32
16*	159	25	1472	45	67*	89	7	412	25
17*	104	12	737	45	68*	56	10	624	44
18*	75	17	1005	47	69*	0	0	0	0
19*	147	30	1817	72	70*	66	10	576	40
20*	105	14	863	55	71*	39	5	281	29
21*	93	11	670	35	72*	51	8	465	37
22*	77	8	483	30	73*	0	0	0	0
23*	166	22	1342	42	74*	0	0	0	0
24*	0	0	0	0	75*	123	27	1592	82
25*	97	13	808	38	76*	0	0	0	0
26*	127	21	1247	42	77*	42	5	326	29
27*	90	10	595	30	78*	36	4	229	26
28*	171	22	1296	45	79*	84	7	401	27
29*	0	0	0	0	80*	44	3	178	23
30*	95	8	476	24	81*	105	10	585	24
31*	0	0	0	0	82*	105	13	769	24
32*	0	0	0	0	83*	45	3	178	22
33*	103	14	847	38	84*	42	6	351	32
34*	128	21	1256	42	85*	0	0	0	0
35*	71	7	420	27	86	84	9	534	31
36*	94	12	701	35	87	180	17	1021	34
37*	79	8	497	30	88	137	16	988	39
38*	104	12	745	45	89	50	5	318	29
39*	93	8	450	24	90	99	11	682	38
40*	0	0	0	0	91	143	24	1452	71
41*	83	7	443	32	92	68	7	446	28
42*	88	8	485	26	93	100	17	1025	70
43*	105	16	976	39	94	84	15	873	70
44*	0	0	0	0	95	129	15	920	47
45*	38	4	241	27	96	129	24	1458	59
46*	16	0	14	11	97	0	0	0	0
47*	0	0	0	0	98	32	3	190	25
48*	44	4	225	26	99	0	0	0	0
49*	59	10	628	42	100	0	0	0	0
50*	0	0	0	0	101	0	0	0	0
51*	109	20	1226	50					

**Participating*

Receptor	Days with SF	Hours	Minutes	Max SF One Day Minutes	Receptor	Days with SF	Hours	Minutes	Max SF One Day Minutes
102	0	0	0	0	153	76	13	753	58
103	63	13	800	50	154	38	5	310	31
104	63	11	663	44	155	41	6	336	32
105	141	21	1246	60	156	0	0	0	0
106	0	0	0	0	157	0	0	0	0
107	63	9	549	39	158	25	2	99	23
108	40	5	318	29	159	44	6	351	32
109	162	23	1388	40	160	69	12	696	28
110	61	9	565	34	161	0	0	0	0
111	54	11	668	44	162	0	0	0	0
112	0	0	0	0	163	0	0	0	0
113	0	0	0	0	164	0	0	0	0
114	0	0	0	0	165	48	7	447	35
115	0	0	0	0	166	22	1	30	7
116	0	0	0	0	167	0	0	0	0
117	0	0	0	0	168	53	7	410	26
118	18	0	17	14	169	49	8	466	35
119	0	0	0	0	170	49	8	483	35
120	0	0	0	0	171	93	11	671	35
121	20	1	31	7	172	0	0	0	0
122	0	0	0	0	173	0	0	0	0
123	0	0	0	0	174	0	0	0	0
124	42	6	364	32	175	0	0	0	0
125	65	5	300	27	176	50	7	425	30
126	57	9	515	38	177	39	5	285	28
127	38	4	262	27	178	81	11	638	29
128	106	19	1144	45	179	118	20	1194	38
129	80	13	771	47	180	0	0	0	0
130	0	0	0	0	181	85	12	731	42
131	0	0	0	0	182	68	16	944	52
132	37	4	263	25	183	108	17	1026	35
133	52	6	375	25	184	80	13	778	47
134	0	0	0	0	185	50	7	393	32
135	119	14	815	29	186	0	0	0	0
136	43	6	380	33	187	0	0	0	0
137	0	0	0	0	188	0	0	0	0
138	77	13	762	42	189	16	0	13	11
139	64	13	791	48	190	0	0	0	0
140	37	4	262	29	191	106	19	1124	45
141	85	9	559	34	192	0	0	0	0
142	0	0	0	0	193	56	7	409	26
143	91	11	660	41	194	34	4	235	26
144	49	7	410	31	195	37	4	259	28
145	109	17	1039	35	196	39	4	253	28
146	68	15	915	52	197	58	9	526	38
147	0	0	0	0	198	82	9	517	36
148	38	5	293	28	199	63	5	301	27
149	50	7	410	31	200	0	0	0	0
150	79	10	629	24	201	0	0	0	0
151	49	4	265	27	202	0	0	0	0
152	108	21	1274	62	203	0	0	0	0

**Participating*

Receptor	Days with SF	Hours	Minutes	Max SF One Day Minutes
204	55	5	271	22
205	0	0	0	0
206	0	0	0	0
207	0	0	0	0
208	0	0	0	0
209	61	9	541	34
210	52	10	581	43
211	43	6	363	32
212	0	0	0	0
213	75	13	766	27
214	39	5	314	29
215	0	0	0	0
216	63	14	830	50
217	101	12	707	30
218	34	4	227	26
219	143	24	1431	71
220	58	7	425	33
221	69	9	520	36
222	0	0	0	0
223	0	0	0	0
224	0	0	0	0
225	123	11	641	27
226	34	4	228	27
227	97	11	671	47
228	0	0	0	0
229	42	6	358	33
230	39	5	321	31
231	82	14	860	36
232	0	0	0	0
233	0	0	0	0
234	74	9	517	21
235	125	16	944	37
236	0	0	0	0
237	0	0	0	0
238	63	11	682	44
239	0	0	0	0
240	54	10	571	41
241	146	23	1357	48
242	0	0	0	0
243	0	0	0	0
244	0	0	0	0
245	0	0	0	0
246	18	0	16	14
247	37	4	243	26
248	114	13	806	29
249	90	12	733	42
250	143	37	2244	82
251	153	24	1469	43
252	75	15	887	51
253	108	21	1259	62
254	41	6	335	32

Receptor	Days with SF	Hours	Minutes	Max SF One Day Minutes
255	0	0	0	0
256	0	0	0	0
257	0	0	0	0
258	0	0	0	0
259	81	11	669	26
260	0	0	0	0
261	93	21	1253	40
262	79	21	1280	44
263	0	0	0	0
264	0	0	0	0
265	0	0	0	0
266	0	0	0	0
267	89	13	783	38
268	75	7	444	34
269	128	14	823	27
270	0	0	0	0
271	53	9	558	41
272	83	17	1008	52
273	63	13	773	48
274	0	0	0	0
275	101	20	1176	49
276	76	9	563	32
277	91	11	663	41
278	26	3	152	22
279	48	7	410	31
280	0	0	0	0
281	0	0	0	0
282	111	17	1027	47
283	53	4	262	27
284	78	17	1007	34
285	95	16	947	45
286	78	9	565	33
287	34	3	202	24
288	50	7	443	36
289	126	23	1375	52
290	0	0	0	0
291	55	8	479	27
292	0	0	0	0
293	0	0	0	0
294	38	4	211	25
295	44	4	267	28
296	62	7	425	36
297	52	6	377	33
298	0	0	0	0
299	0	0	0	0
300	82	13	786	39
301	112	17	1010	47
302	72	13	767	42
303	126	25	1507	52
304	71	13	809	43

**Participating*

Table 6. Receptors that exceed 30 hours per calendar year of shadow flicker near the proposed Lincoln Land wind farm.

Receptor	UTM Easting	UTM Northing	Days with SF	Hours	Minutes	Max SF One Day Minutes
19*	749615	4391094	147	30	1826	72
250	749409	4391249	143	37	2244	82

It is noted that Receptor 250 is listed as a business in the data provided by Apex.

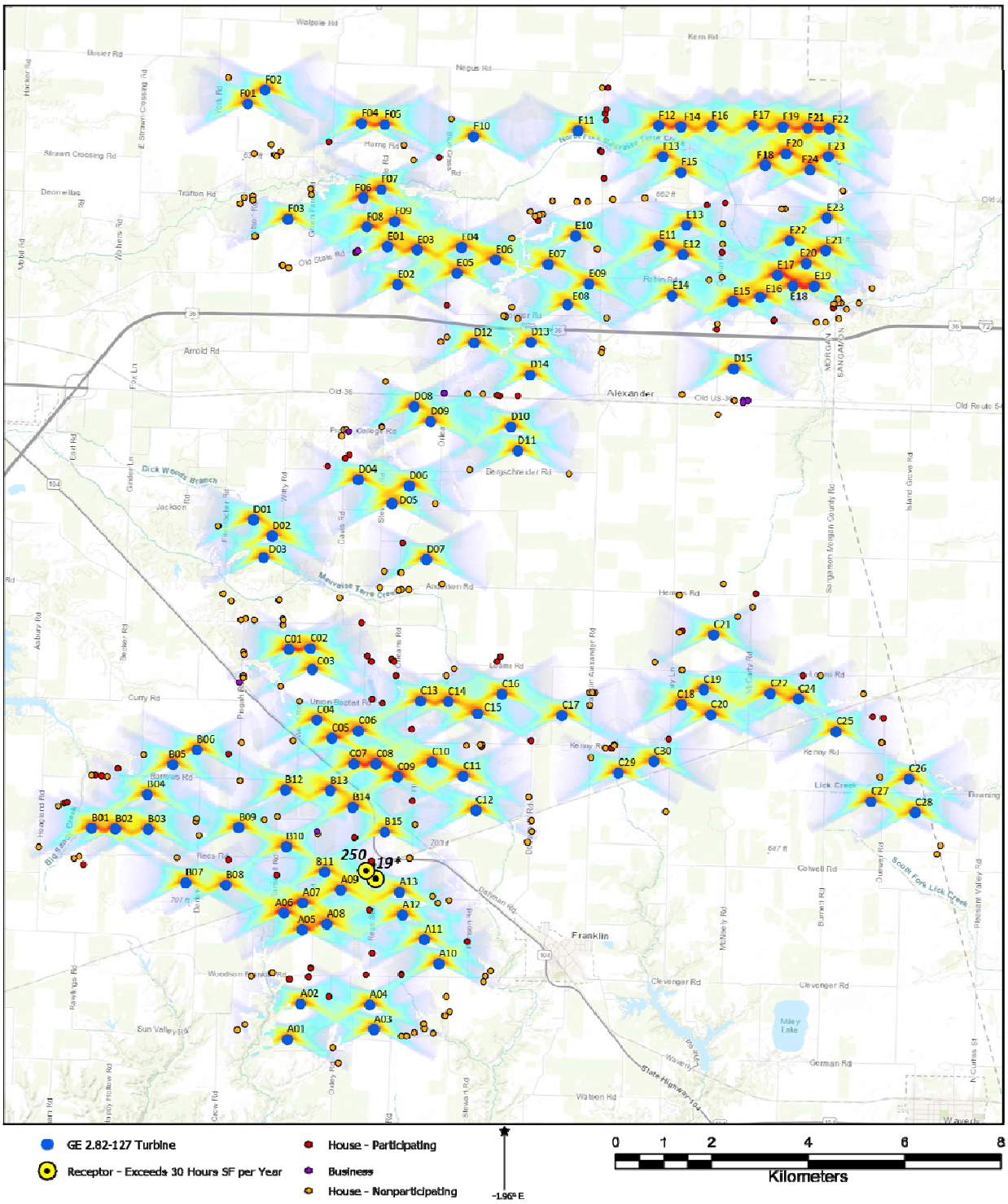

Figure 4. Shadow flicker for the proposed Lincoln Land turbine array (blue dots), businesses (purple dots), participating receptors (red dots), non-participating receptors (orange dots), and receptors that exceed 30 hours per year of shadow flicker (yellow/black dots).

6 CONCLUSIONS

A shadow flicker analysis was conducted at 304 receptor locations near the proposed Lincoln Land wind farm. Shadow flicker was simulated using GE 2.82-127 turbines with 114-m hub heights.

Two of the 304 receptors exceeded the total potential shadow flicker limit of 30 hours per year with a maximum of 82 minutes on a given day.

ArcVera Renewables 1301 Arapahoe Street, Suite 105 | Golden, CO 80401 USA | +1 720.237.2929

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SNG - Layout 79 Shadow Flicker Results and Landowner Information
Morgan County
** Indicates project participants*

receptorID	pin	site_addre	site_csz	owner1_nam
1*	11-06-100-011	1746 STATE HIGHWAY 123	ALEXANDER IL 62601	SMITH RANDALL C TONA J
2*	11-06-100-007	1764 STATE HIGHWAY 123	ALEXANDER IL 62601	SMITH DARRELL L TRUSTEE UND 1/2 INTEREST SMITH MARILYN M TRUSTEE UND 1/2 INTEREST
3*	11-17-201-003	1582 COCKIN RD	ALEXANDER IL 62601	MEADO LESTER J BONNIE L TRUSTEES MEADO NOVEMBER 2014 TRUST
4*	11-20-100-009	1487 COCKIN RD	ALEXANDER IL 62601	MEADO LESTER JAY RENEE L
5*	11-16-300-001	3210 KINNETT RD	ALEXANDER IL 62601	KINNETT JERRY W
6*	10-26-200-011	2914 OLD 36	ALEXANDER IL 62601	STRAWN PENNY J LIFE EST BETTY B STRAWN
7*	10-14-300-005	1532 ORLEANS RD	ALEXANDER IL 62601	GIDDINGS MARY JOAN MARTIN JOHN P FRANCES M TRUSTEES
8*	10-28-400-006	1310 DAVIS RD	JACKSONVILLE IL 62650	DAVIS SAM GENERAL TRUST DAVIS SAMUEL M TRUSTEE
9*	14-14-400-003			DODSWORTH CLARK S JR
10*	14-22-200-001	871 FLINN RD	FRANKLIN IL 62638	CLARK ALAN L TRUSTEE UND 1/7TH INTEREST
11*	14-15-200-002	966 FLINN RD	FRANKLIN IL 62638	GRAY KATHLEEN ANN TRUSTEE REIF CYNTHIA SUE TRUSTEE
12*	14-10-100-010	1038 ED GORDON RD	FRANKLIN IL 62638	GORDON WILLIAM A KATHERINE A TRUSTEES GORDON SEPTEMBER 2014 TRUST
13*	14-10-300-003	2716 UNION BAPTIST RD	FRANKLIN IL 62638	BERGSCHNEIDER RICHARD L
14*	14-15-100-003	2721 UNION BAPTIST RD	FRANKLIN IL 62638	BERGSCHNEIDER RICHARD LEE
15*	10-04-300-004	2616 HARRIS ROAD	JACKSONVILLE IL 62650	FARMERS STATE BANK & TRUST CO BEILSCHMIDT WM OLEY M TRUST
16*	10-16-200-018	2669 OLD STATE RD	JACKSONVILLE IL 62650	RADKIEWCZ ROBERT SUSAN
17*	14-28-100-003	762 RANSDELL RD	FRANKLIN IL 62638	RANSDELL JOHN P
18*	14-22-300-001			MILLESON CARL W TRUSTEE MILLESON BROS TRUST-2014
19*	14-27-100-009	758 REES STATION RD	FRANKLIN IL 62638	REES RICHARD L TRUSTEE UND 1/2 INTEREST REES DIANA G TRUSTEE UND 1/2 INTEREST
20*	14-27-100-021	781 REES STATION RD	FRANKLIN IL 62638	MATHER JUSTIN A KELSE E
21*	14-27-100-021	781 REES STATION RD	FRANKLIN IL 62638	MATHER JUSTIN A KELSE E
22*	14-27-100-002	787 REES STATION RD	FRANKLIN IL 62638	MATHER JUSTIN A KELSE E
23*	14-27-300-001	717 REES STATION RD	FRANKLIN IL 62638	SCOTT JOHN CHRISTOPHER
24*	14-33-100-004	653 BILLS RD	FRANKLIN IL 62638	RICHARDS NANCY
25*	14-34-200-007	2764 WOODSON FRANKLI	FRANKLIN IL 62638	BRYANT GARY L SANDRA R
26*	14-35-100-004	687 RANSON RD	FRANKLIN IL 62638	KINDRED MARK A THERESA L
27*	14-29-100-002	2535 REES RD	FRANKLIN IL 62638	BROGDON SARAH
28*	14-17-300-002	915 PISGAH RD	JACKSONVILLE IL 62650	CERES PROPERTIES L.L.C.
29*	13-25-200-012	2351 REES RD	JACKSONVILLE IL 62650	FLETCHER MARK TRUSTEE MARK FLETCHER REVOCABLE LIVING TRUST
30*	14-10-100-010	1038 ED GORDON RD	FRANKLIN IL 62638	GORDON WILLIAM A KATHERINE A TRUSTEES GORDON SEPTEMBER 2014 TRUST
31*	14-33-100-004	653 BILLS RD	FRANKLIN IL 62638	RICHARDS NANCY
32*	14-34-100-007	2710 WOODSON FRANKLI	FRANKLIN IL 62638	BROGDON ADRIAN M
33*	14-34-200-007	2764 WOODSON FRANKLI	FRANKLIN IL 62638	BRYANT GARY L SANDRA R
34*	14-35-100-004	687 RANSON RD	FRANKLIN IL 62638	KINDRED MARK A THERESA L
35*	14-34-100-002	676 REES STATION RD	FRANKLIN IL 62638	AWA PROPERTIES LP
36*	14-27-100-021	781 REES STATION RD	FRANKLIN IL 62638	MATHER JUSTIN A KELSE E
37*	14-27-100-002	787 REES STATION RD	FRANKLIN IL 62638	MATHER JUSTIN A KELSE E
38*	14-28-100-003	762 RANSDELL RD	FRANKLIN IL 62638	RANSDELL JOHN P
39*	14-10-100-010	1038 ED GORDON RD	FRANKLIN IL 62638	GORDON WILLIAM A KATHERINE A TRUSTEES GORDON SEPTEMBER 2014 TRUST
40*	14-10-100-008	1033 ORLEANS RD	FRANKLIN IL 62638	EBREY JOHN ALLEN
41*	14-10-300-008	2751 LUKEMAN RD	FRANKLIN IL 62638	ELLIOTT RYAN M
42*	14-15-200-002	966 FLINN RD	FRANKLIN IL 62638	GRAY KATHLEEN ANN TRUSTEE REIF CYNTHIA SUE TRUSTEE
43*	14-22-200-001	871 FLINN RD	FRANKLIN IL 62638	CLARK ALAN L TRUSTEE UND 1/7TH INTEREST
44*	14-13-100-003	2910 KENNY RD	FRANKLIN IL 62638	BERGSCHNEIDER JEFFREY R PEGGY J
45*	14-14-400-003			DODSWORTH CLARK S JR
46*	14-11-200-005	2864 LOAMI RD	FRANKLIN IL 62638	BENNETT DONALD B
47*	14-11-200-004	2880 LOAMI RD	FRANKLIN IL 62638	BENNETT DONALD B
48*	14-03-300-012	2700 LOAMI RD	FRANKLIN IL 62630	ROBINSON CHARLES R JR SARAH E
49*	10-28-400-001	2654 COX RD	JACKSONVILLE IL 62650	COX RONALD W
50*	10-28-400-007	2662 DAVIS RD	JACKSONVILLE IL 62650	COX MICHAEL WAYNE
51*	10-34-400-009	1203 ORLEANS RD	FRANKLIN IL 62638	FARRELL KARI L
52*	10-26-200-008	2900 OLD 36	ALEXANDER IL 62601	STRAWN GARY E VICKI E
53*	10-26-200-008	2900 OLD 36	ALEXANDER IL 62601	STRAWN GARY E VICKI E
54*	10-12-300-004	2905 OLD STATE RD	ALEXANDER IL 62601	COURIER BERNARD AUDRA L
55*	11-06-100-004	1730 STATE HIGHWAY 123	ALEXANDER IL 62601	SMITH DARIN L ANNETTE M
56*	11-07-100-002	1662 STATE HIGHWAY 123	ALEXANDER IL 62601	WALPOLE RONALD M PAMELA S
57*	11-08-300-005	3103 OLD STATE RD	ALEXANDER IL 62601	MORRIS ROBERT CHRISTOPHER LORIE A
58*	11-08-100-005	3126 OLD STATE RD	ALEXANDER IL 62601	BRAKER CHARLES
59*	13-24-100-002	846 HOAGLAND RD	JACKSONVILLE IL 62650	FLETCHER MARK AS TRUSTEE REV LIV TRST 4/01/96

60*	11-16-300-001	3210 KINNETT RD	ALEXANDER IL 62601	KINNETT JERRY W
61*	14-10-100-010	1038 ED GORDON RD	FRANKLIN IL 62638	GORDON WILLIAM A KATHERINE A TRUSTEES GORDON SEPTEMBER 2014 TRUST
62*	14-15-100-003	2721 UNION BAPTIST RD	FRANKLIN IL 62638	BERGSCHNEIDER RICHARD LEE
63*	14-22-300-001			MILLESON CARL W TRUSTEE MILLESON BROS TRUST-2014
64*	14-27-300-001	717 REES STATION RD	FRANKLIN IL 62638	SCOTT JOHN CHRISTOPHER
65*	11-16-400-013	1535 SANG MRGN CO LN	NEW BERLIN IL 62670	BECKER WILLIAM AS TRUSTEE OF THE WILLIAM BECKER REVOCABLE LIVING TRUST
66*	15-18-300-006	3015 KENNY RD	FRANKLIN IL 62638	JOHNSON MICHAEL R JOANN
67*	15-18-200-003	961 CONTRARY LN	WAVERLY IL 62692	JOHNSON JEROME A CYNTHIA A TRUSTEES
68*	15-05-300-003	1096 CONTRARY LN	ALEXANDER IL 62601	ECK ROBERT W LOLA A TRUSTEES
69*	15-04-100-005	3196 HERMES RD	ALEXANDER IL 62601	CREASEY TRAVIS L TASHA L
70*	15-09-400-007	3249 LOAMI RD	ALEXANDER IL 62601	DUEWER GAVIN M
71*	15-15-200-007	977 DUEWER RD	WAVERLY IL 62692	DUEWER RICHARD
72*	15-15-200-006	981 DUEWER RD	WAVERLY IL 62692	DUEWER RICHARD
73*	14-33-300-002	2635 WOODSON FRANKLI	FRANKLIN IL 62638	WILSON MARGIE E GEORGE B TRUSTEES
74*	14-33-300-005	2629 WOODSON FRANKLI	FRANKLIN IL 62638	STEINACHER STEVEN J DEBORAH M
75*	14-33-400-002	613 WOHLERS LN	FRANKLIN IL 62638	WOHLERS RALPH A TRUSTEE UND 1/2 INTEREST WOHLERS THELMA M TRUSTEE UND 1/2 INTEREST
76*	13-13-400-010	2386 BARROWS RD	JACKSONVILLE IL 62650	HALLAM DANIEL CINDY BUSHUR
77*	13-13-400-013	2316 BARROWS RD	JACKSONVILLE IL 62650	HALLAM DANIEL BUSHUR-HALLAM CINDY
78*	13-13-400-015	2314 BARROWS RD	JACKSONVILLE IL 62650	CERES PROPERTIES LLC
79*	13-24-100-002	846 HOAGLAND RD	JACKSONVILLE IL 62650	FLETCHER MARK AS TRUSTEE REV LIV TRST 4/01/96
80*	11-06-100-009	1790 STATE HIGHWAY 12	ALEXANDER IL 62601	BECKER TIMOTHY L SUE E
81*	10-01-400-001	1701 STATE HIGHWAY 123	ALEXANDER IL 62601	WARD ROY E OPAL LOU
82*	10-01-400-001	1701 STATE HIGHWAY 123	ALEXANDER IL 62601	WARD ROY E OPAL LOU
83*	10-03-400-005	2778 HARRIS RD	JACKSONVILLE IL 62650	HARRIS BRUCE R AUDREY M
84*	15-18-300-006	3015 KENNY RD	FRANKLIN IL 62638	JOHNSON MICHAEL R JOANN
85*	14-10-100-008	1033 ORLEANS RD	FRANKLIN IL 62638	EBREY JOHN ALLEN
86	11-07-200-004	3042 OLD STATE RD	ALEXANDER IL 62601	FOSTER FRANK D VIVIAN K
87	11-17-201-001	1606 COCKIN RD	ALEXANDER IL 62601	MEADO LESTER JAY RENEE L
88	11-08-400-002	1622 COCKIN RD	ALEXANDER IL 62601	HAYES DAVID E DEBRA S
89	10-12-300-014	2870 OLD STATE RD	ALEXANDER IL 62601	TURNER GERALD L JR
90	10-12-300-013	2912 OLD STATE RD	ALEXANDER IL 62601	MAHONEY NICHOLAS KIMBERLY
91	10-14-200-006	2873 OLD STATE RD	ALEXANDER IL 62601	PURDUE HOWARD LEE DONIELLE
92	10-13-200-003	1595 STATE HIGHWAY 123	ALEXANDER IL 62601	WOODRUM STEVE A
93	10-23-200-003	2861 COURIER RD	ALEXANDER IL 62601	KAISER FRANK J MARY M
94	10-23-200-002	2843 COURIER RD	ALEXANDER IL 62601	TAYLOR RICHARD KENNETHA E
95	11-17-200-006	1570 COCKIN RD	ALEXANDER IL 62601	KRELL DEBBIE L
96	11-17-100-005	3104 ROBIN RD	ALEXANDER IL 62601	LIBBY SHELTON IRA NO 418-006 C/O UNITED COMMUNITY BANK
97	11-19-100-019	1458 STATE HIGHWAY 123	ALEXANDER IL 62601	KUNZEMAN ANDREW L JENNIFER R
100	11-20-300-004	3092 OLD 36	ALEXANDER IL 62601	KNEZEVICH GEORGIA D ETAL THE COCKIN FARM TRUST
101	11-29-200-007	3201 OLD 36	ALEXANDER IL 62601	SHEPPARD STEVE SR AND STEVE JR
102	11-29-200-007	3201 OLD 36	ALEXANDER IL 62601	SHEPPARD STEVE SR AND STEVE JR
103	10-23-100-004	1460 ORLEANS RD	ALEXANDER IL 62601	PAIN MAKER LAND LLC
104	10-26-100-001	1396 ORLEANS RD	ALEXANDER IL 62601	FRANKLIN ELEVATOR INC
105	10-26-100-006	2868 W OLD 36	ALEXANDER IL 62601	CRAIG CHERYL UND 1/3 INTEREST
106	10-26-200-002	2890 OLD 36	ALEXANDER IL 62601	PETERSON JOHN M MARY M
107	10-22-300-002	2732 OLD 36	ALEXANDER IL 62601	TOMHAVE WAYNE P KAREN L -C/D UNDIVIDED 1/2 INTEREST
108	10-27-100-007	2710 PRAIRIE COLLEGE RD	JACKSONVILLE IL 62650	KINDRED ROBERT A VICKIE L
109	10-32-300-001	1223 FIRECRACKER RD	JACKSONVILLE IL 62650	SMITH VIRGIL E DOROTHY ALICE TRUSTEES
110	14-03-100-002	1167 ORLEANS RD	FRANKLIN IL 62638	COX RICHARD I
111	14-03-200-002	1178 ORLEANS RD	FRANKLIN IL 62638	TANKERSLEY STEPHEN A CAROL L
112	14-03-300-008	2717 ANDERSON RD	JACKSONVILLE IL 62650	THIELEN MICHELLE L BONE TAMMY A
113	14-03-300-004	1131 ORLEANS RD	FRANKLIN IL 62638	WALDEN DOUGLAS
114	14-03-400-002	2753 ANDERSON RD	FRANKLIN IL 62638	HAZEL BRENDA K
115	14-03-400-005	2759 ANDERSON RD	FRANKLIN IL 62638	BONJEAN PATRICK A SHARON A
116	14-09-100-005	2617 LOAMI RD	JACKSONVILLE IL 62650	WOOD JANET L TRUSTEE JANET L WOOD LIVING TRUST
117	14-05-400-011	1115 S WITTY RD	JACKSONVILLE IL 62650	CULLY GARY S THERESA L
118	14-04-300-004	2616 LOAMI RD	JACKSONVILLE IL 62650	MILLS ROBERT P SR
119	14-04-300-004	2616 LOAMI RD	JACKSONVILLE IL 62650	MILLS ROBERT P SR
120	14-05-400-009	2548 LOAMI RD	JACKSONVILLE IL 62650	MEADO JERRY L KAREN
121	14-05-300-006	2538 LOAMI RD	JACKSONVILLE IL 62650	RHYS MORGANA BLOCKER STEPHANIE
122	14-05-301-021	1119 FIRECRACKER RD	JACKSONVILLE IL 62650	FERNANDES RYAN L
123	14-05-300-007	1116 FIRECRACKER RD	JACKSONVILLE IL 62650	ANDERSON RAYMOND M GLENDA A
124	14-08-200-004	1044 PISGAH RD	JACKSONVILLE IL 62650	SEYMOUR KARMA J GARY B
125	14-11-100-006	2814 LUKEMAN RD	FRANKLIN IL 62638	BOWMAN CLARK R JR AMY M
126	14-14-300-003	2813 KENNY RD	FRANKLIN IL 62638	HARTMAN SEAN W JACLYN R
127	14-14-400-004	2833 KENNY RD	FRANKLIN IL 62638	SELWOOD DIANE DODSWORTH
128	14-22-400-006	842 FLINN RD	FRANKLIN IL 62638	PHILLIPS JACOB DANIELLE
129	14-16-100-012	935 WOOD RD	JACKSONVILLE IL 62650	SPENCER JUSTIN
130	14-08-400-002	1040 PISGAH RD	JACKSONVILLE IL 62650	WILLNER DARRELL W

131	14-22-400-004	2790 STATE HIGHWAY 104	FRANKLIN IL 62638	LYNCH LESLIE E
132	14-24-200-005	894 DODSWORTH RD	FRANKLIN IL 62638	MEYER SCOTT T WENDY J
133	14-24-300-005	890 DODSWORTH RD	FRANKLIN IL 62638	DODSWORTH CURT W TRUSTEE
134	14-24-300-003	831 DODSWORTH RD	FRANKLIN IL 62638	BERGSCHNEIDER DEVIN WELSH LINDSAY
135	10-26-300-001	2850 BERGSCHNEIDER RD	JACKSONVILLE IL 62650	BOSTON FARMS TRUST RON BOSTON TRUSTEE
136	10-34-200-002	1249 ORLEANS RD	JACKSONVILLE IL 62650	DICKERMAN HENRY S ETAL
137	14-02-100-001	2792 ANDERSON RD	FRANKLIN IL 62638	A C A CORPORATION
138	14-12-400-005	1001 FRANKLIN ALEXANDE	FRANKLIN IL 62638	SEYMOUR WILLIAM H SHARON E
139	14-12-400-008	991 FRANKLIN ALEXANDER	FRANKLIN IL 62638	FUCHS RAYMOND JASON
140	15-18-300-004	3005 KENNY RD	FRANKLIN IL 62638	BLACK EDWARD D III SPEAKS PATRICIA A
141	15-18-100-003	3022 KENNY RD	FRANKLIN IL 62638	PROCHAZKA ADOLPH G TRUSTEE UND 1/2 INT PROCHAZKA THERESA W TRUSTEE UND 1/2 INT
143	15-09-400-006	3297 LOAMI RD	ALEXANDER IL 62601	BOURNE CALEB R
144	15-15-200-004	969 DUEWER RD	WAVERLY IL 62692	PROCHAZKA ADOPH FRANK GINA LYNN
145	14-21-100-005	2602 YORDING RD	FRANKLIN IL 62638	FROMME JUSTIN
146	14-20-400-005	833 RANSDELL RD	FRANKLIN IL 62638	WHITLOCK SCOTT E LISA J
147	14-33-100-006	2570 WOODSON FRANKLI	FRANKLIN IL 62638	SMITH JARED A THERESA L
148	14-35-200-008	2882 WOODSON FRANKLI	FRANKLIN IL 62638	CULBERTSON JESSE P ELIZABETH A
149	14-35-200-010	2874 WOODSON FRANKLI	FRANKLIN IL 62638	BROCKHOUSE JACOB
150	14-35-400-004	2861 WOODSON FRANKLI	FRANKLIN IL 62638	RUST PAUL WESLEY
151	14-30-200-003	2451 REES RD	JACKSONVILLE IL 62650	TODD JODI M
152	14-19-400-001	841 DARLEY RD	JACKSONVILLE IL 62650	GLYNNWOOD FARMS INC
153	14-19-400-001	841 DARLEY RD	JACKSONVILLE IL 62650	GLYNNWOOD FARMS INC
154	14-20-100-004	2541 BARROWS RD	JACKSONVILLE IL 62650	COLWELL GARY D
155	14-17-400-001	922 PISGAH RD	JACKSONVILLE IL 62650	HAYES GEORGE STEVEN
156	13-25-200-005	2349 REES RD	JACKSONVILLE IL 62650	WILLIS MARGIE L AARON V
157	13-25-100-006	2347 REES RD	JACKSONVILLE IL 62650	TUCKER JOSHUA
158	18-05-200-001	2525 DURBIN LN	FRANKLIN IL 62638	STENDER ROBERT E IDALIA V
159	18-05-200-001	2525 DURBIN LN	FRANKLIN IL 62638	STENDER ROBERT E IDALIA V
160	18-04-400-005	532 OXLEY RD	FRANKLIN IL 62638	NUDD KENNETH I TRUSTEE UNDIVIDED 1/2 INTEREST NUDD KAROLYN K TRUSTEE UNDIVIDED 1/2 INTEREST
161	14-35-300-003	611 STEWART RD	FRANKLIN IL 62638	SMITH THOMAS L DENA R
162	14-35-300-007			FROMME ADAM P
163	14-35-300-004	608 STEWART RD	FRANKLIN IL 62638	SMITH LOUIS SCOTT LOIS ARLENE
164	18-02-100-014	2808 BLACKORBY RD	FRANKLIN IL 62638	REICHERT HARRY J MILA G
165	18-03-200-004	2786 BLACKORBY RD	FRANKLIN IL 62638	BLACKORBY LOUIS A JR PAMELA A
166	18-03-200-004	2786 BLACKORBY RD	FRANKLIN IL 62638	BLACKORBY LOUIS A JR PAMELA A
167	18-03-200-004	2786 BLACKORBY RD	FRANKLIN IL 62638	BLACKORBY LOUIS A JR PAMELA A
168	13-23-400-004	801 HOAGLAND RD	JACKSONVILLE IL 62650	HARNESS REBECCA J
169	10-17-200-005	1596 MATSON ROAD	JACKSONVILLE IL 62650	TIMMONS CHESTER
170	10-17-200-005	1596 MATSON ROAD	JACKSONVILLE IL 62650	TIMMONS CHESTER
171	10-08-300-004	1636 MATSON RD	JACKSONVILLE IL 62650	SMITH DOUGLAS Y
172	10-05-400-005	2562 TWYFORD RD	JACKSONVILLE IL 62650	TWYFORD RANDY R MARLA G
173	10-05-400-009	2558 TWYFORD RD	JACKSONVILLE IL 62650	KVORKA JOHN E KERRY S
174	10-05-400-007	2568 TWYFORD RD	JACKSONVILLE IL 62650	HEMBROUGH DOUGLAS WILLIAM KVORKA KERRY S
175	14-33-100-006	2570 WOODSON FRANKLI	FRANKLIN IL 62638	SMITH JARED A THERESA L
176	14-35-200-010	2874 WOODSON FRANKLI	FRANKLIN IL 62638	BROCKHOUSE JACOB
177	14-35-200-008	2882 WOODSON FRANKLI	FRANKLIN IL 62638	CULBERTSON JESSE P ELIZABETH A
178	14-26-300-007	733 BUCK LN	FRANKLIN IL 62638	LOWE GREGORY K LINDA A TRUSTEE OF LOWE LIVING TRUST
179	14-26-300-005	735 BUCK LN	FRANKLIN IL 62638	LOWE GREGORY K LINDA A TRUSTEES LOWE AUGUST 1999 LIVING TRUST
180	14-22-400-004	2790 STATE HIGHWAY 104	FRANKLIN IL 62638	LYNCH LESLIE E
181	14-21-400-004	824 BILLS RD	FRANKLIN IL 62638	LYLE JAMES JANELL
182	14-20-400-005	833 RANSDELL RD	FRANKLIN IL 62638	WHITLOCK SCOTT E LISA J
183	14-21-100-005	2602 YORDING RD	FRANKLIN IL 62638	FROMME JUSTIN
184	14-16-100-012	935 WOOD RD	JACKSONVILLE IL 62650	SPENCER JUSTIN
185	14-08-200-004	1044 PISGAH RD	JACKSONVILLE IL 62650	SEYMOUR KARMA J GARY B
186	14-08-400-002	1040 PISGAH RD	JACKSONVILLE IL 62650	WILLNER DARRELL W
187	14-08-400-010	1034 PISGAH RD	JACKSONVILLE IL 62650	SANGAMO AGRICULTURE LLC ATTN: TAX DEPARTMENT
188	14-09-300-007	2615 UNION BAPTIST RD	JACKSONVILLE IL 62650	CISNE CHRISTOPHER A MARY RENEE TRUSTEES CISNE FAMILY TRUST NO 2018
189	14-09-300-003	2591 UNION BAPTIST RD	JACKSONVILLE IL 62650	BERGSCHNEIDER MICHAEL E STEPHANIE CO-TRUSTEES BERGSCHNEIDER FAM TRST
190	14-09-100-005	2617 LOAMI RD	JACKSONVILLE IL 62650	WOOD JANET L TRUSTEE JANET L WOOD LIVING TRUST
191	14-22-400-006	842 FLINN RD	FRANKLIN IL 62638	PHILLIPS JACOB DANIELLE
192	14-24-300-003	831 DODSWORTH RD	FRANKLIN IL 62638	BERGSCHNEIDER DEVIN WELSH LINDSAY
193	14-24-300-005	890 DODSWORTH RD	FRANKLIN IL 62638	DODSWORTH CURT W TRUSTEE
194	14-24-100-006	923 DODSWORTH RD	FRANKLIN IL 62638	BERGSCHNEIDER BRANDON W
195	14-14-400-004	2833 KENNY RD	FRANKLIN IL 62638	SELWOOD DIANE DODSWORTH
196	14-14-400-004	2833 KENNY RD	FRANKLIN IL 62638	SELWOOD DIANE DODSWORTH
197	14-14-300-003	2813 KENNY RD	FRANKLIN IL 62638	HARTMAN SEAN W JACLYN R
198	14-11-300-004	2815 LUKEMAN RD	FRANKLIN IL 62638	CLARK WILLIAM C

199	14-11-100-006	2814 LUKEMAN RD	FRANKLIN IL 62638	BOWMAN CLARK R JR AMY M
200	14-03-300-004	1131 ORLEANS RD	FRANKLIN IL 62638	WALDEN DOUGLAS
201	14-03-300-008	2717 ANDERSON RD	JACKSONVILLE IL 62650	THIELEN MICHELLE L BONE TAMMY A
202	14-04-400-003	1119 DAVIS RD	JACKSONVILLE IL 62650	CRIM JOANN E TRUSTEE
203	14-04-300-004	2616 LOAMI RD	JACKSONVILLE IL 62650	MILLS ROBERT P SR
204	14-05-400-005	2552 LOAMI RD	JACKSONVILLE IL 62650	PADGETT FRANCIS E GLADYS R
205	14-05-400-009	2548 LOAMI RD	JACKSONVILLE IL 62650	MEADO JERRY L KAREN
206	14-05-300-006	2538 LOAMI RD	JACKSONVILLE IL 62650	RHYS MORGANA BLOCKER STEPHANIE
207	14-05-300-007	1116 FIRECRACKER RD	JACKSONVILLE IL 62650	ANDERSON RAYMOND M GLENDA A
208	10-28-400-002	1327 DAVIS RD	JACKSONVILLE IL 62650	SISBRO LLC
209	14-03-100-002	1167 ORLEANS RD	FRANKLIN IL 62638	COX RICHARD I
210	14-03-200-002	1178 ORLEANS RD	FRANKLIN IL 62638	TANKERSLEY STEPHEN A CAROL L
211	10-34-200-002	1249 ORLEANS RD	JACKSONVILLE IL 62650	DICKERMAN HENRY S ETAL
212	14-02-100-001	2792 ANDERSON RD	FRANKLIN IL 62638	A C A CORPORATION
213	10-36-200-012	2931 BERGSCHNEIDER RD	ALEXANDER IL 62601	BERGSCHNEIDER MARK
214	10-27-100-007	2710 PRAIRIE COLLEGE RD	JACKSONVILLE IL 62650	KINDRED ROBERT A VICKIE L
215	10-28-200-007	2662 PRAIRIE COLLEGE RD	JACKSONVILLE IL 62650	OSBORN MICHAEL V
216	10-23-100-004	1460 ORLEANS RD	ALEXANDER IL 62601	PAIN MAKER LAND LLC
217	10-23-200-005	2879 COURIER RD	JACKSONVILLE IL 62650	CLANCY STEPHEN M DELSIE M
218	10-14-400-001	2876 COURIER RD	ALEXANDER IL 62601	DANA ROBERT BRENTON
219	10-14-200-006	2873 OLD STATE RD	ALEXANDER IL 62601	PURDUE HOWARD LEE DONIELLE
220	10-12-300-016	2904 OLD STATE RD	ALEXANDER IL 62601	TURNER GARY R ANITA M
221	10-12-300-012	2908 OLD STATE RD	ALEXANDER IL 62601	DOBSON RICHARD I REDPATH CAROL M
222	10-12-300-001	2916 OLD STATE RD	ALEXANDER IL 62601	HUNTER HARRY W LIFE ESTATE
223	10-12-400-006	2936 OLD STATE RD	ALEXANDER IL 62601	FRICKE DAPHNE J
224	10-12-400-007	2964 OLD STATE RD	ALEXANDER IL 62601	SEYMOUR MARY E TRUSTEE
225	10-09-100-007	1629 GREEN FARM RD	JACKSONVILLE IL 62650	PARSONS SHARON K
226	10-09-100-006	1637 GREEN FARM RD	JACKSONVILLE IL 62650	WALLBAUM JOHN E LINDA L
227	10-10-200-001	2735 HARRIS RD	JACKSONVILLE IL 62650	HARRIS JAMES A MARY BETH
228	11-07-100-008	3000 OLD STATE RD	ALEXANDER IL 62601	GROCE DAVID C TRUSTEE
229	11-09-300-008	3221 OLD STATE RD	ALEXANDER IL 62601	NICHOLS GLENN LINDA
230	11-09-300-009	3209 OLD STATE RD	ALEXANDER IL 62601	DAVIS KATHLEEN A KACI
231	11-19-100-001	1486 STATE HIGHWAY 123	ALEXANDER IL 62601	WILCOX DALE TRUSTEE
232	11-20-100-013	1485 COCKIN RD	ALEXANDER IL 62601	HINTON NANCY J
233	11-29-200-006	3143 OLD 36	ALEXANDER IL 62601	EVANS DENNIS K DIANA
234	11-16-400-008	3252 KINNETT RD	NEW BERLIN IL 62670	BERGSCHNEIDER JOHN L WANDA R
235	13-24-100-003	836 HOAGLAND RD	JACKSONVILLE IL 62650	JOSEPH MARK W TAMERA E
237	14-08-300-006	2538 STATE HIGHWAY 104	JACKSONVILLE IL 62650	SANGAMO AGRICULTURE LLC ATTN: TAX DEPARTMENT
238	10-26-100-001	1396 ORLEANS RD	ALEXANDER IL 62601	FRANKLIN ELEVATOR INC
239	10-28-200-008			HANSELL ERIC W LINDA C
240	10-22-200-005	1455 ORLEANS RD	ALEXANDER IL 62601	FROMME MARK D AMY L
241	10-16-200-018	2669 OLD STATE RD	JACKSONVILLE IL 62650	RADKIEWCZ ROBERT SUSAN
242	11-29-200-007	3201 OLD 36	ALEXANDER IL 62601	SHEPPARD STEVE SR AND STEVE JR
243	11-19-100-021	1454 STATE HIGHWAY 123	ALEXANDER IL 62601	DESYLLAS FAMILY FARM TRUST PATRICIA DESYLLAS TRUSTEE
244	10-28-400-003	2665 PRAIRIE COLLEGE RD	JACKSONVILLE IL 62650	SISBRO LLC
245	14-05-400-011	1115 S WITTY RD	JACKSONVILLE IL 62650	CULLY GARY S THERESA L
246	14-04-300-004	2616 LOAMI RD	JACKSONVILLE IL 62650	MILLS ROBERT P SR
247	14-24-200-005	894 DODSWORTH RD	FRANKLIN IL 62638	MEYER SCOTT T WENDY J
248	10-26-300-001	2850 BERGSCHNEIDER RD	JACKSONVILLE IL 62650	BOSTON FARMS TRUST RON BOSTON TRUSTEE
249	14-21-400-004	824 BILLS RD	FRANKLIN IL 62638	LYLE JAMES JANELL
250	14-27-100-006	765 REES STATION RD	FRANKLIN IL 62638	REES FARMERS ELEVATOR CO
251	14-26-100-006	737 BUCK LANE	FRANKLIN IL 62638	MULQUIN TRACY LEADILL
252	14-20-300-004	816 DARLEY RD	JACKSONVILLE IL 62650	MCGATH SHANE M JESSICA A
253	14-19-400-001	841 DARLEY RD	JACKSONVILLE IL 62650	GLYNNWOOD FARMS INC
254	14-17-400-001	922 PISGAH RD	JACKSONVILLE IL 62650	HAYES GEORGE STEVEN
255	11-29-200-012			SHEPPARD STEVE
256	11-16-400-008	3252 KINNETT RD	NEW BERLIN IL 62670	BERGSCHNEIDER JOHN L WANDA R
262	11-16-400-015	1537 SANG MRGN CO LN	NEW BERLIN IL 62670	BRADLEY CARLENE F
265	15-23-300-006	3427 GRAMS RD	WAVERLY IL 62692	BROWN MICHAEL G
266	15-19-200-004	849 CONTRARY LN	WAVERLY IL 62692	BERGSCHNEIDER ROBERT H MARILYN P TRUSTEES
267	15-07-300-004	1000 FRANKLIN ALEXANDE	FRANKLIN IL 62638	PROCHAZKA ADOLPH G THERESA W TRUSTEES PROCHAZKA A E & V W LIFE ESTATE
268	15-18-100-003	3022 KENNY RD	FRANKLIN IL 62638	PROCHAZKA ADOLPH G TRUSTEE UND 1/2 INT PROCHAZKA THERESA W TRUSTEE UND 1/2 INT
269	15-07-200-003	3074 LOAMI RD	FRANKLIN IL 62638	FUCHS RONALD R CAROLYN S
270	15-05-300-006	3103 HERMES RD	ALEXANDER IL 62601	RANDAZZO KAREN LEE
271	15-08-100-002	1088 CONTRARY LN	ALEXANDER IL 62601	ECK GEORGE E GAIL A
272	15-08-100-005	3120 LOAMI RD	ALEXANDER IL 62601	LARSEN DEBBIE LINDA
273	15-15-400-006	865 DUEWER RD	WAVERLY IL 62692	ERIN RADFORD JUDITH NORRIS LIFE ESTATE
274	15-05-200-001	3156 HERMES RD	ALEXANDER IL 62601	BERGSCHNEIDER THOMAS J AS TRUSTEE (UND 1/2 INT) BERGSCHNEIDER HELEN R AS TRUSTEE (UND 1/2 INT)

275	15-05-400-002	1113 MCCARTY RD	ALEXANDER IL 62601	KLOPPE KAREN ALICE KLOPPE GEORGE WILLIAM AND THOMAS ALBERT
276	15-04-300-004	1090 MCCARTY RD	ALEXANDER IL 62601	LEHNEN ERIK TANYA HARRIS CHARLES L
277	15-09-400-006	3297 LOAMI RD	ALEXANDER IL 62601	BOURNE CALEB R
278	15-10-300-003	1009 STENEMEYER RD	ALEXANDER IL 62601	WHALEN JAMES M PATRICIA D
279	15-15-200-004	969 DUEWER RD	WAVERLY IL 62692	PROCHAZKA ADOPH FRANK GINA LYNN
280	10-17-200-004	2584 OLD STATE RD	JACKSONVILLE IL 62650	MARR MARTIN
281	10-17-200-008	2583 OLD STATE ROAD	JACKSONVILLE IL 62650	STONE JOAN
282	15-18-300-001	898 FRANKLIN ALEXANDEF	FRANKLIN IL 62638	FUCHS RAYMOND JASON EMILY B
283	14-32-400-007	2565 WOODSON FRANKLI	FRANKLIN IL 62638	DAWDY JAMES DEAN VICKI
284	18-04-200-005	2678 MOONEY RD	FRANKLIN IL 62638	WOHLERS BRENDA SUE
285	14-18-300-015	932 CULLY RD	JACKSONVILLE IL 62650	ALBRECHT DANNY R CATHY L
286	13-13-400-004	2322 BARROWS RD	JACKSONVILLE IL 62650	HOLLOWAY ANDREW B CINDY G
287	13-13-400-014	2312 BARROWS RD	JACKSONVILLE IL 62650	CULLY ADAM W
288	10-05-100-007	1790 YORK RD	JACKSONVILLE IL 62650	YORK NICHOLAS J HEATHER J
289	10-02-100-007	1760 BLUE GRASS RD	JACKSONVILLE IL 62650	CRITCHELOW WILLIAM J SHARON
290	10-01-200-005	1789 STATE HIGHWAY 123	ALEXANDER IL 62601	HARRIS JAMES R BARBARA S
291	10-03-300-005	2710 HARRIS RD	JACKSONVILLE IL 62650	HARRIS JAMES A MARY BETH
292	10-08-200-002			TWYFORD RANDY R MARLA G
293	10-05-300-007	2528 TWYFORD RD	JACKSONVILLE IL 62650	KINDRED EDWARD J
294	10-08-300-010	1631 MATSON RD	JACKSONVILLE IL 62650	FISH BECKY
295	10-08-300-006	1639 MATSON RD	JACKSONVILLE IL 62650	BEBOUT CHARLES R DEBORAH K
296	10-08-300-008	1635 MATSON RD	JACKSONVILLE IL 62650	LEWIS BOB O
297	10-12-300-010	2900 OLD STATE RD	ALEXANDER IL 62601	KEEHNER BRANSON R MASON ASHLEY T
298	10-17-200-004	2584 OLD STATE RD	JACKSONVILLE IL 62650	MARR MARTIN
299	10-17-200-008	2583 OLD STATE ROAD	JACKSONVILLE IL 62650	STONE JOAN
300	15-07-300-002	1000 FRANKLIN ALEXANDE	FRANKLIN IL 62638	PROCHAZKA ADOLPH G THERESA W
301	15-18-300-001	898 FRANKLIN ALEXANDEF	FRANKLIN IL 62638	FUCHS RAYMOND JASON EMILY B
302	18-03-200-008	2775 BLACKORBY RD	FRANKLIN IL 62638	MAHAN DUSTIN R
303	18-03-200-009	2765 BLACKORBY RD	FRANKLIN IL 62638	MAHAN RANDALL P LAURA J
304	18-03-200-008	2775 BLACKORBY RD	FRANKLIN IL 62638	MAHAN DUSTIN R

SNG - Layout 79 Shadow Flicker Results and Landowner Information
Sangamon County

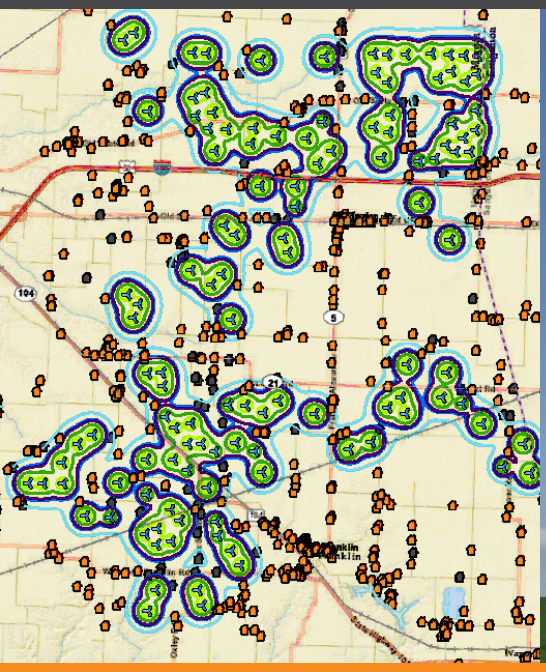
receptorID	ParcelID	Auditor_Landowner_Name	Auditor_Address_1	Auditor_City_State_Zip
263	19150300023	Craig John Craig Diane C	3924 Sang Morgn Co Line Rd	NEW BERLIN IL 626704536
257	19100100001	Winkler Charles J Winkler E	106 E Gibson St	NEW BERLIN IL 626704429
258	19100100001	Winkler Charles J Winkler E	106 E Gibson St	NEW BERLIN IL 626704429
142	26230400005	Morgan Karen E Morgan Jo	16435 Graham Rd	WAVERLY IL 626928513
236	26230400005	Morgan Karen E Morgan Jo	16435 Graham Rd	WAVERLY IL 626928513
99	19150300021	Peters William L Grubb Cou	17700 Saint Marys Rd	NEW BERLIN IL 626704560
98	19150300019	Bess Ruth Marie	3500 Sang Morgn Co Line Rd	NEW BERLIN IL 626704309
260	19150300030	Wilson Jerrod J Wilson Me	17925 Saint Marys Rd	NEW BERLIN IL 626704611
264	19150300026	Barrow Randy K Barrow Pa	3740 Sang Morgn Co Line Rd	NEW BERLIN IL 626704537
261	19150300017	Britz Joseph H Britz Kathlee	17975 Saint Marys Rd	NEW BERLIN IL 626704580
259	19150300028	Peters Cecelia A	16748 Saint Marys Rd	NEW BERLIN IL 626704367

Appendix 4 – Sound Modeling Report

Apex Clean Energy

LINCOLN LAND WIND

Report | February 14, 2020



PREPARED FOR:
APEX CLEAN ENERGY

SUBMITTED BY:
RSG

55 Railroad Row
White River Junction, VT 05001
802.295.4999
www.rsginc.com

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1.0 INTRODUCTION

The Lincoln Land Wind project (the “Project”) is a 300 MW nameplate capacity wind power generation facility proposed for Morgan County, Illinois. As part of the project’s application for a Morgan County Siting Approval Permit, RSG conducted sound propagation modeling for the proposed turbine array to assess compliance with county ordinances and Illinois Pollution Control Board standards. Included in this report are:

1. A project description;
2. An overview of ordinances and standards that apply to the project;
3. A description of sound propagation modeling procedures;
4. Sound propagation modeling results; and
5. Conclusions.

A primer on acoustical terminology is provided in Appendix A.

Acoustical issues specific to wind turbine noise are described in Appendix B.

2.0 PROJECT DESCRIPTION

The Lincoln Land Wind project (the “Project”) is a proposed 300 MW wind power generation facility located in Morgan County Illinois, spanning the Villages of Franklin, Alexander, and Pisgah. The eastern boundary of the Project is the Morgan-Sangamon county line. Land within the project area is rural and is primarily used for agriculture with some residence interspersed. Terrain is relatively flat, with some elevation change due to waterways in the southern and northwestern parts of the project area.

The Project is currently proposed to use General Electric (GE) 2.8 MW turbines with 127-meter rotor diameters and 114-meter hub heights, equipped with Low-Noise Trailing Edges (LNTE), although other turbine models are being considered. This turbine will be referred to as the GE2.8-127 LNTE, or just the GE2.8-127. A single transformer at the Collector and Point of Interconnect (POI) substation connects the turbine array to the electric grid. The Project area is shown in Figure 1, showing 119 turbine locations. Turbines will only be constructed at 107 of these locations.

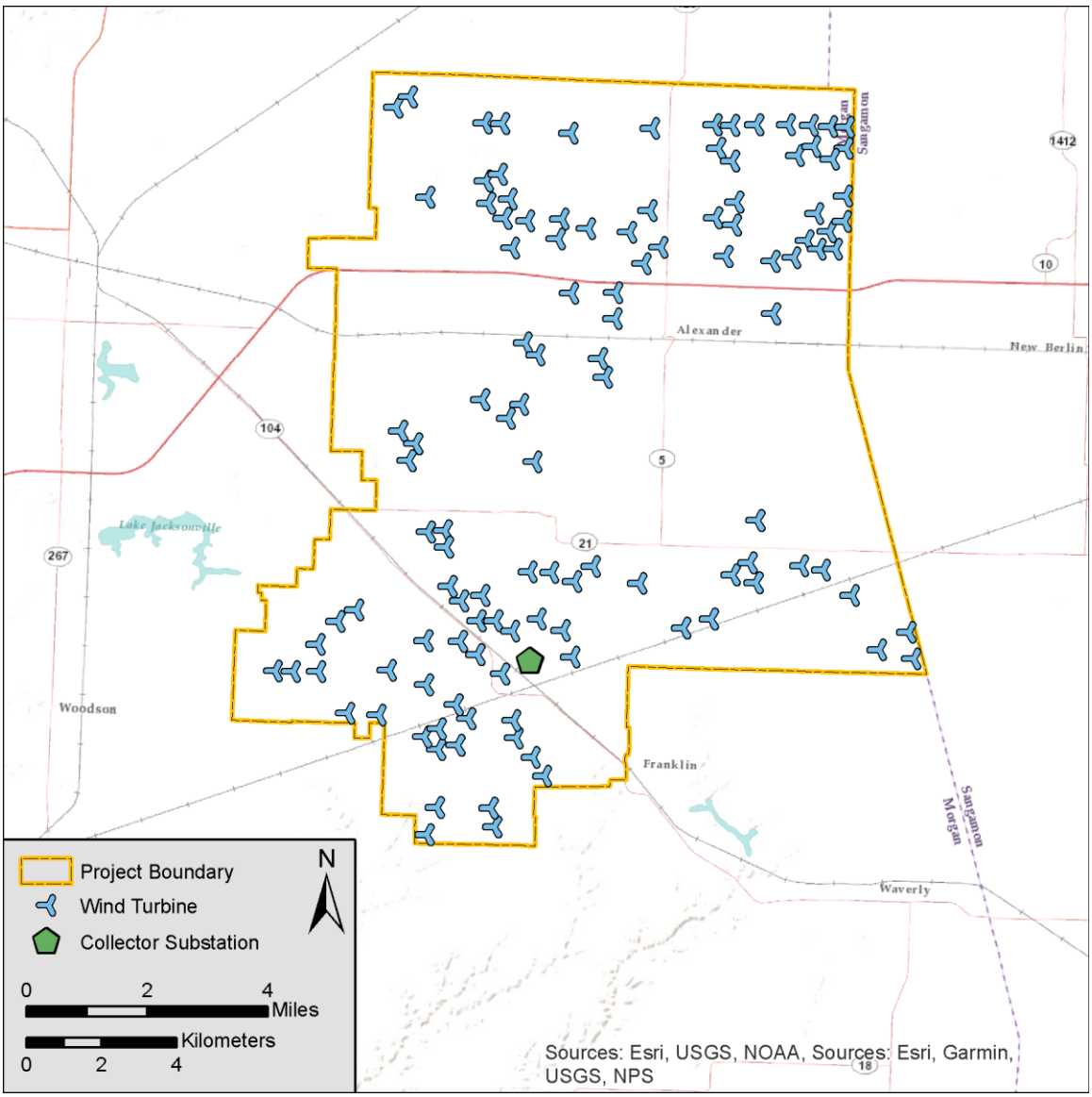


FIGURE 1: LINCOLN LAND WIND – PROJECT AREA MAP

3.0 NOISE STANDARDS

For this project, noise is regulated by the local Morgan County Commission. County regulations reference Illinois Pollution Control Board (IPCB) limits for sound sources. There are no federal noise regulations applicable to the Project.

3.1 LOCAL STANDARDS

Morgan County adopted an updated Wind Energy Conversion Systems Siting Regulations Ordinance in 2019 (No. 2019-10) that will be applied to the project. Section VI-M. limits noise from wind turbines as follows:

> *Noise levels from each WECS or WECS Project shall be in compliance with applicable Illinois Pollution Control Board (IPCB) regulations. The Applicant, through the use of a qualified professional, as part of the Siting Approval Permit application process, shall appropriately demonstrate compliance with the applicable noise requirements. The Applicant, at its expense, shall have a third party, qualified professional (after submission of resume and relevant work experience), conduct an appropriate analysis of the noise impact to nearby properties. The sound pressure level generated by a WECS shall comply with all Illinois Pollution Control Board (IPCB) noise regulations. A modeling analysis of the proposed site shall be included in the application predicting the sound pressure in accordance with the best available practices. The program generating the modeling must take into account not only topography, but also prevailing winds, temperature, air density, ground cover, and other effects which contribute to the distance that sound can travel. The modeling must be submitted to the County as part of the Siting Approval Permit application. A "0" background ambient noise level shall be used for all modeling.*

The local ordinance also discusses post-construction compliance monitoring. The Illinois Pollution Control Board (IPCB) noise standard referred to in the ordinance is detailed below. The intent of this report is to provide an analysis consistent with the requirements of the Morgan County Ordinance.

3.2 STATE STANDARDS

The State of Illinois regulates noise through Title 35, Subtitle H of the Illinois Administrative Code (the “Code”). In Section 900.102 the Code states:

> *No person shall cause or allow the emission of sound beyond the boundaries of his property, as property is defined in Section 25 of the Illinois Environmental Protection Act, so as to cause noise pollution in Illinois, or as to violate any provision of this Chapter.*

Noise pollution is defined in the Code as, “the emission of sound that unreasonably interferes with the enjoyment of life or with any lawful business or activity.”

Part 910 details basic measurement procedures with references to several ANSI standards.

Quantitative sound level limits that are applicable to the proposed project are defined in Part 901: “Sound Emission Standards and Limitations for Property Line-Noise-Sources.” Section

901.102 and 901.103 provide sound pressure level limits for each full octave band center frequency from 31.5 Hz to 8 kHz.

The IPCB standard is based on the land use of the sound source and receiver. Both wind power projects and agriculture are considered Class C. Residences are considered Class A. Impacts to individual residences, and the land immediately surrounding them are evaluated according to the Class C to Class A standard. The applicable standards are shown in Table 1.

It is important to point out that the Illinois standard is frequency based, and thus is intended to protect against specific low-frequency noise impacts, as well as impacts due to overall sound levels.

TABLE 1: ALLOWABLE OCTAVE BAND SOUND PRESSURE LEVELS (dBZ) OF SOUND EMITTED TO RECEIVING CLASS A LAND FROM CLASS C LAND

LIMIT TIME	OCTAVE BAND CENTER FREQUENCY (dBZ)								
	31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Class C to A Daytime	75	74	69	64	58	52	47	43	40
Class C to A Nighttime	69	67	62	54	47	41	36	32	32

Additionally, the regulation states that “no person shall cause or allow the emission of any prominent discrete tone.” In Section 900.101, the Code defines prominent discrete tones as:

> *Prominent discrete tone: sound, having a one-third octave band sound pressure level which, when measured in a one-third octave band at the preferred frequencies, exceeds the arithmetic average of the sound pressure levels of the two adjacent one-third octave bands on either side of such one-third octave band by:*
>
> *5 dB for such one-third octave band with a center frequency from 500 Hertz to 10,000 Hertz, inclusive. Provided: such one-third octave band sound pressure level exceeds the sound pressure level of each adjacent one-third octave band, or;*
>
> *8 dB for such one-third octave band with a center frequency from 160 Hertz to 400 Hertz, inclusive. Provided: such one-third octave band sound pressure level exceeds the sound pressure level of each adjacent one-third octave band, or;*
>
> *15 dB for such one-third octave band with a center frequency from 25 Hertz to 125 Hertz, inclusive. Provided: such one-third octave band sound pressure level exceeds the sound pressure level of each adjacent one-third octave band.*

The regulation also adds the following clause for prominent discrete tones:

> *This rule shall not apply to prominent discrete tones having a one-third octave band sound pressure level 10 or more dB below the allowable octave band sound pressure level specified in Sections 901.102 through 901.104 for the octave band which contains such one-third octave band. In the application of this sub-section, the applicable numeric standard for sound emitted from any existing property-line-noise-source to receiving Class A land, for both daytime and nighttime operations, is found in Section 901.102(a).*

Each residence whether participating or nonparticipating has been evaluated using the nighttime Class C to Class A limits and for the presence of prominent discrete tones.

4.0 SOUND PROPAGATION MODELING

4.1 PROCEDURES

Modeling for the Project was performed in accordance with the standard ISO 9613-2, “Acoustics – Attenuation of sound during propagation outdoors, Part 2: General Method of Calculation.” The ISO standard states,

> This part of ISO 9613 specifies an engineering method for calculating the attenuation of sound during propagation outdoors in order to predict the levels of environmental noise at a distance from a variety of sources. The method predicts the equivalent continuous A-weighted sound pressure level … under meteorological conditions favorable to propagation from sources of known sound emissions. These conditions are for downwind propagation … or, equivalently, propagation under a well-developed moderate ground-based temperature inversion, such as commonly occurs at night.

The model takes into account source sound power levels, surface reflection and absorption, atmospheric absorption, geometric divergence, meteorological conditions, walls, barriers, berms, and terrain. The acoustical modeling software used here was CadnaA® 2019 MR2 from Datakustik GmbH. CadnaA® is a widely accepted acoustical propagation modeling tool, used by many noise control professionals in the United States and internationally.

ISO 9613-2 also assumes downwind sound propagation between every source and every receiver. Consequently, all wind directions, including the prevailing wind directions, are taken into account. The project area was modeled with mixed ground porosity (G=0.5). Otherwise, no reflections (such as due to buildings) were considered. Foliage was not modeled. Atmospheric absorption was based on 10˚C and 70% relative humidity and source contributions were considered up to 8,000 meters (5 miles) from each receiver.

Turbines were modeled with a 2 dB factor in addition to the manufacturer specified apparent sound power. All turbine data used is the most recent available from the manufacturer.

A 30-meter by 30-meter grid of 4 meter (13.1 feet) high receivers was set up in the model, covering approximately 860 sq. km. (332 sq. mi.) in and around the project area. The model was laid over the USGS Digital Terrain Model to give accurate elevations throughout.

A total of 888 discrete receivers were included in the model at a 4-meter (13 foot) height, representing residences and other structures near the Project. Receivers in both Morgan County and Sangamon County were modeled. Additionally, results were calculated at a 33-meter (100 foot) radius from the center of each receiver to approximate the yard boundary of each receiver.

Results calculated with these parameters represent the highest 1-hour equivalent sound level that will be emitted by the Project.

4.2 SOUND SOURCES

Wind Turbines

All 119 turbine locations shown in Figure 1 were modeled. A maximum of 107 of these locations are expected to be built. The GE2.8-127 Low Noise Trailing Edge (LNTE) turbine was modeled for this report. Other turbine models are also being considered for this project. This model has relatively high overall sound emissions, so it was modeled as a conservative assumption. If a different turbine model is selected, a revised modeling report will be produced using the selected turbine. All turbines were modeled at the maximum A-weighted sound power that is emitted by that turbine model unless octave band sound level limit exceedances were encountered. To mitigate exceedances of the IPCB limits, Noise Reduced Operation (NRO) modes were used. NRO reduces the sound power of turbines, usually by slowing down the rotational speed of the turbine's rotor. Specific NRO plans may include provisions for different NRO settings to be used depending on the time of day and meteorological conditions, if needed. The turbine model currently proposed for the project includes three NRO modes, which are referred to here as NRO Mode 1, NRO Mode 2, NRO Mode 3, where NRO Mode 3 represents the greatest reduction in sound power level as a result of the noise reduced operation. Exact source locations are indicated in Appendix C.

Project Transformer

The proposed collector and POI substation transformer will be located in the southern portion of the project area (see Figure 1). A 34.5 to 345 kV step-up transformer is proposed, with 166 MVA and 200/1050 kV BIL.

The sound emissions data used for modeling is from a test performed by the transformer manufacturer (GE Prolec). The condition modeled is fans on (ONAF or Oil Natural Air Forced) condition. The fans-off condition (ONAN or Oil Natural Air Natural) condition will typically be quieter, though it often has higher tonal prominence.

4.3 RESULTS

Octave Band Sound Levels

To accommodate the array as designed and the IPCB nighttime noise limits, a total of 47 turbines are required to be operated in NRO at night (Table 2). The highest sound level at a receiver or buffer receiver, does not exceed the IPCB C to A nighttime 1/1 octave band limits assuming NROs are applied. Sound levels are closest to IPCB C to A nighttime limits in either the 1,000 Hz or 2,000 Hz 1/1 octave bands. The IPCB daytime octave band limits are met without any mitigation, that is, no NROs are needed during the day. Only mitigated nighttime results are presented here.

TABLE 2: SUMMARY OF NOISE REDUCED OPERATIONS FOR NIGHTTIME OPERATIONS

OPERATION MODE	NUMBER OF TURBINES
Normal Operation	72
NRO Mode 1	8
NRO Mode 2	14
NRO Mode 3	25

The results for the mitigated nighttime operation scenario are shown for each octave band in Figures 2 to 10. In each figure, the IPCB sound limit is highlighted as a dashed purple isoline. The standard is different for each octave band. If the sound levels shown on the map never reach the standard level, then no limit contour is shown. Note that these results, like the IPCB sound level limits, are not weighted to approximate the relative sensitivity of the human ear to different sound frequencies. For example, the human ear is approximately 57 dB more sensitive at 1 kHz around the threshold of hearing than it is for the 31.5 Hz 1/1 octave band. This means that a sound around the IPCB limit in the 31.5 Hz 1/1 octave band would be perceived at a similar magnitude as a 12 dB sound in the1 kHz 1/1 octave band. This isn't to say that the 31.5 Hz 1/1 octave band sound would not be noticeable or is irrelevant. What it does mean is that sounds at 50, 60, or 70 dB sounds in the low frequency region are not perceived as loud as similar magnitude sounds in the mid- to upper-frequency range. Octave band sound levels for each receiver are provided in Appendix D.

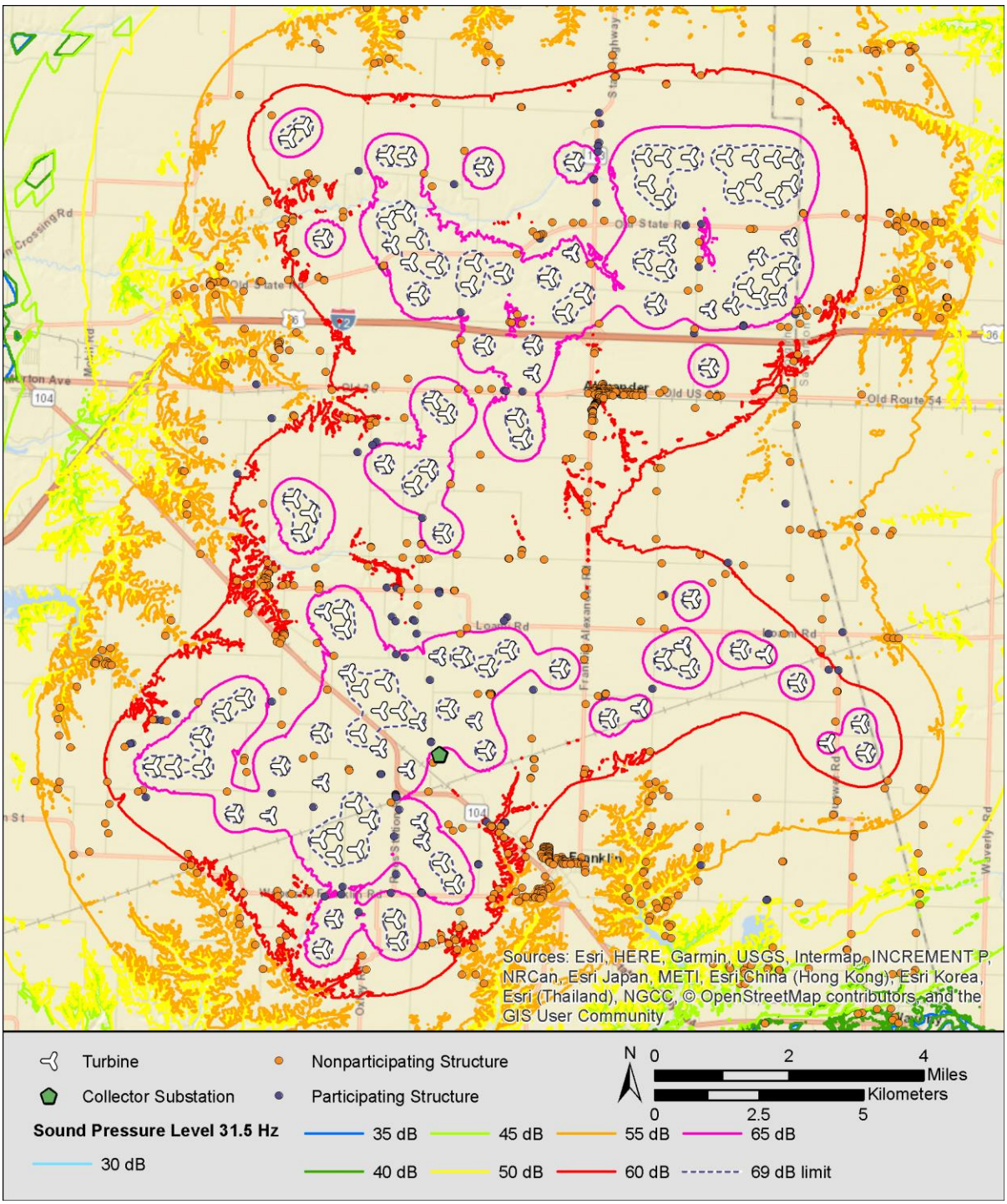


FIGURE 2: SOUND PROPAGATION MODELING RESULTS – 31.5 Hz 1/1 OCTAVE BAND

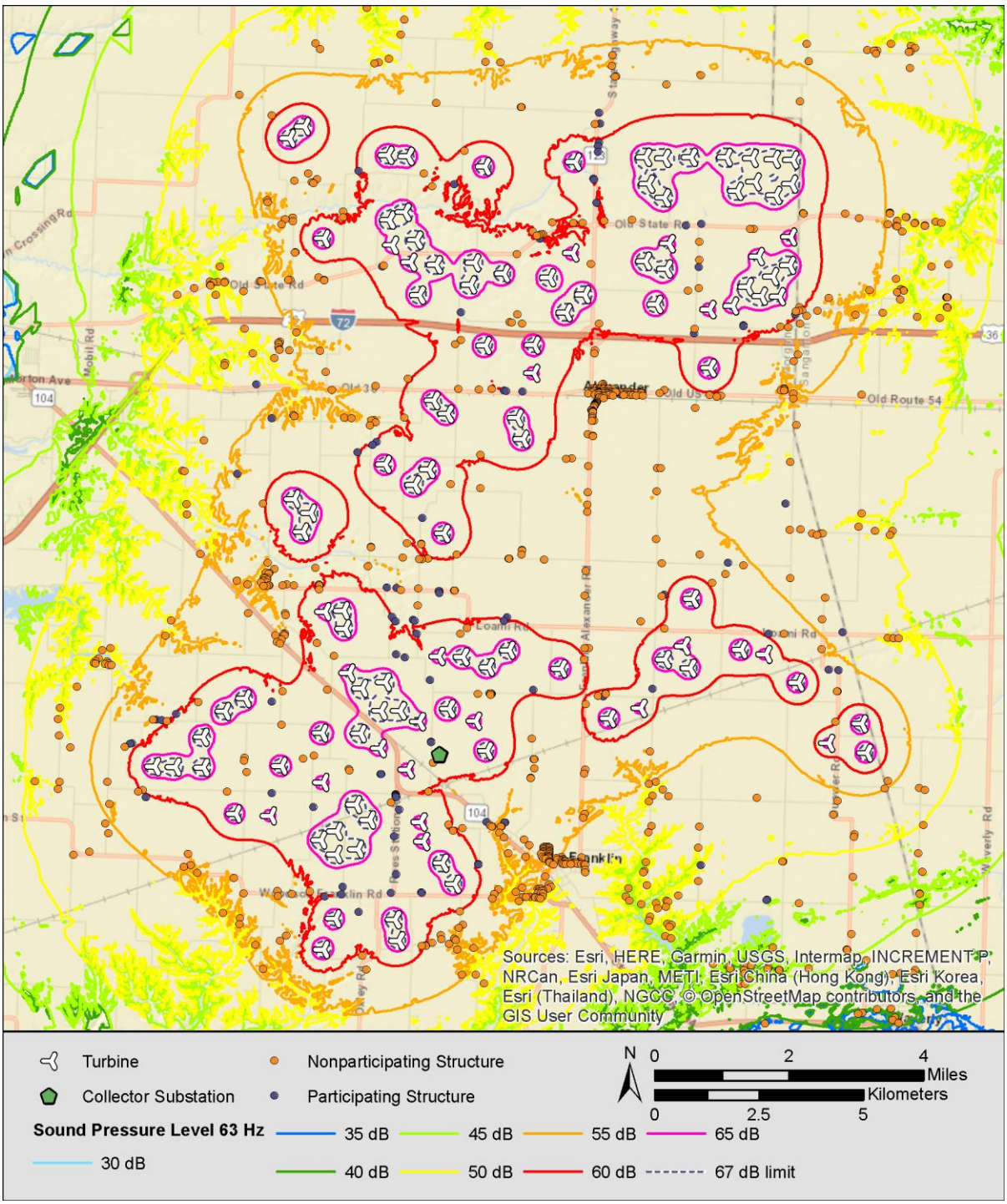


FIGURE 3: SOUND PROPAGATION MODELING RESULTS – 63 Hz 1/1 OCTAVE BAND

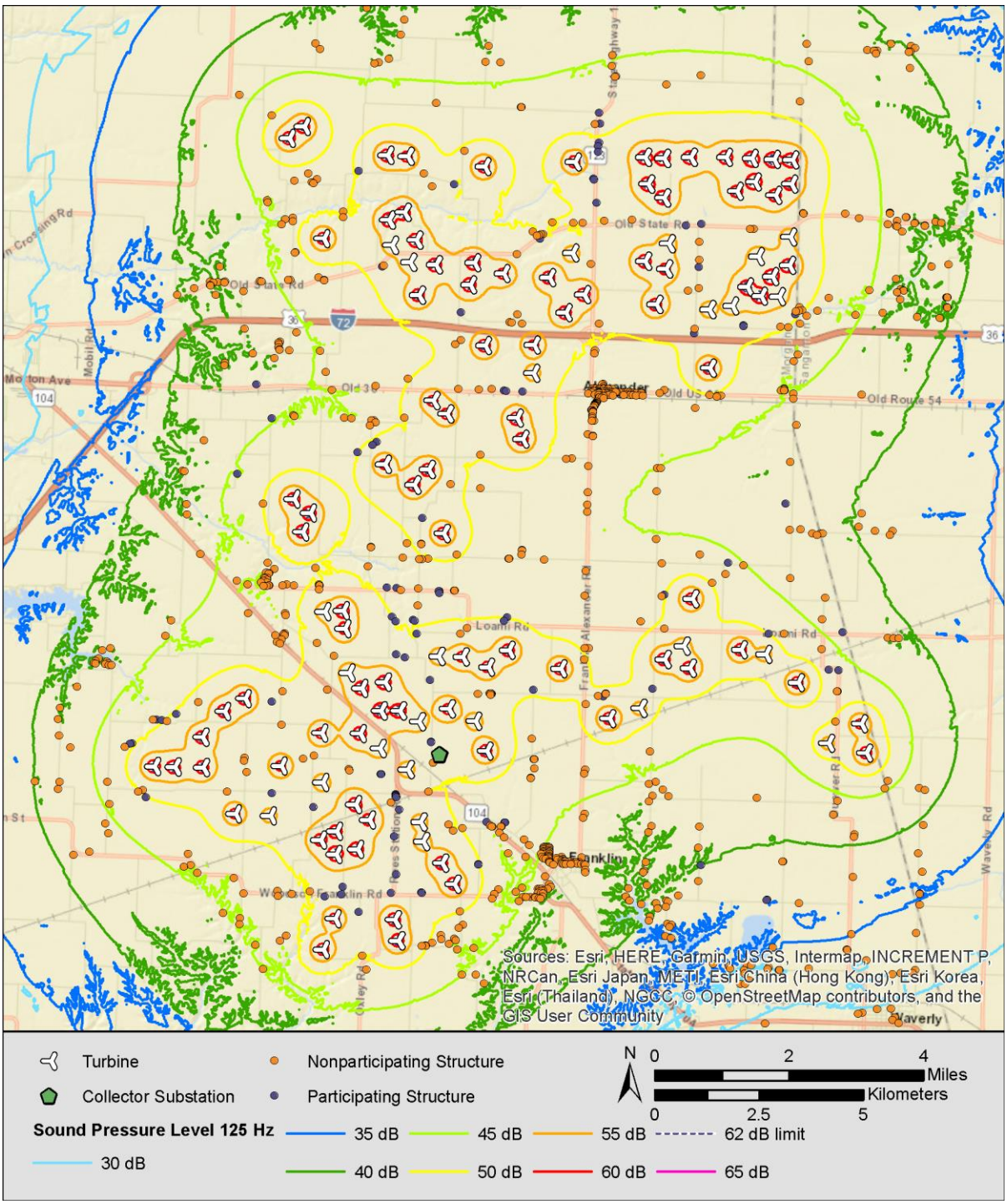


FIGURE 4: SOUND PROPAGATION MODELING RESULTS – 125 Hz 1/1 OCTAVE BAND

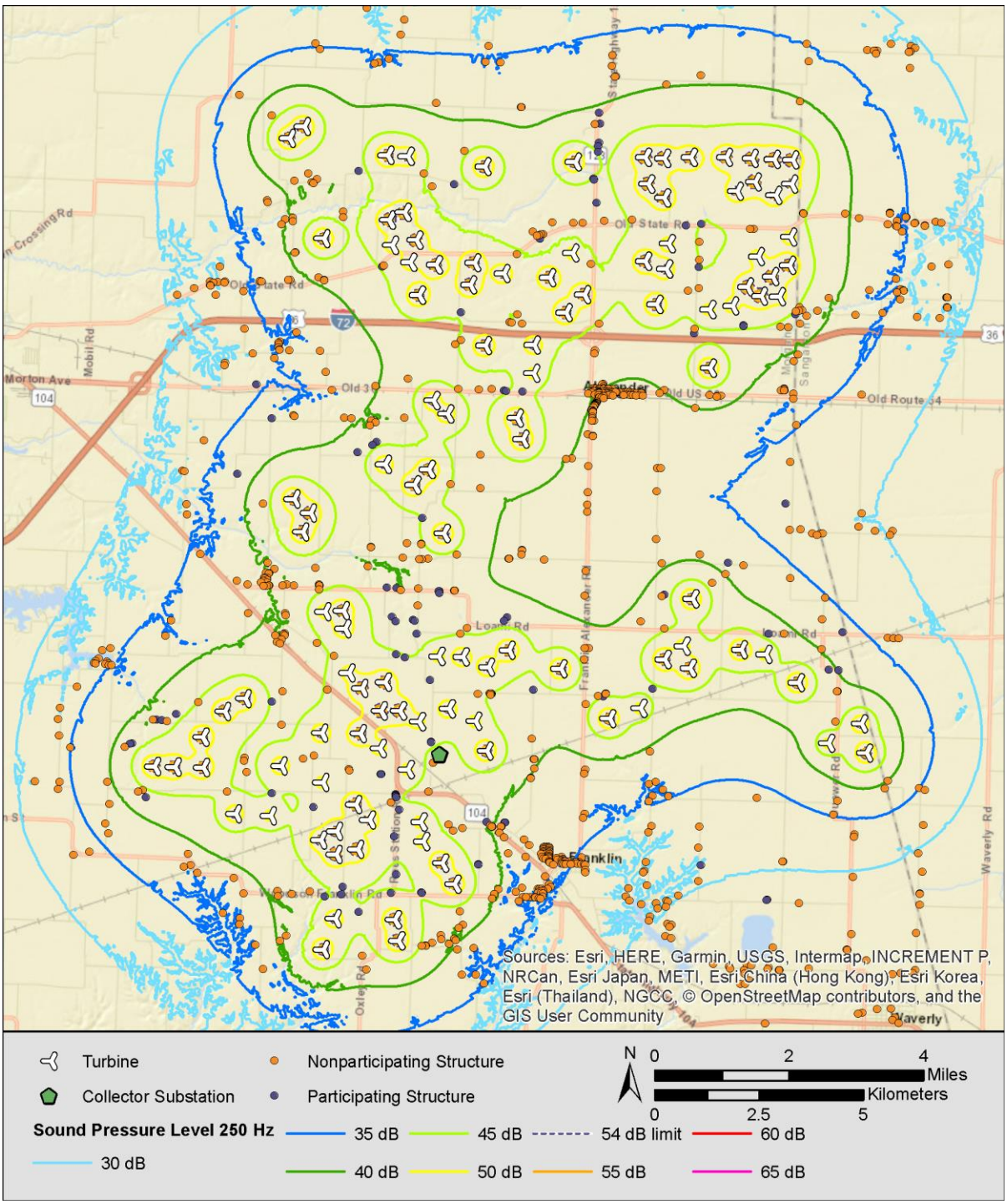


FIGURE 5: SOUND PROPAGATION MODELING RESULTS – 250 Hz 1/1 OCTAVE BAND

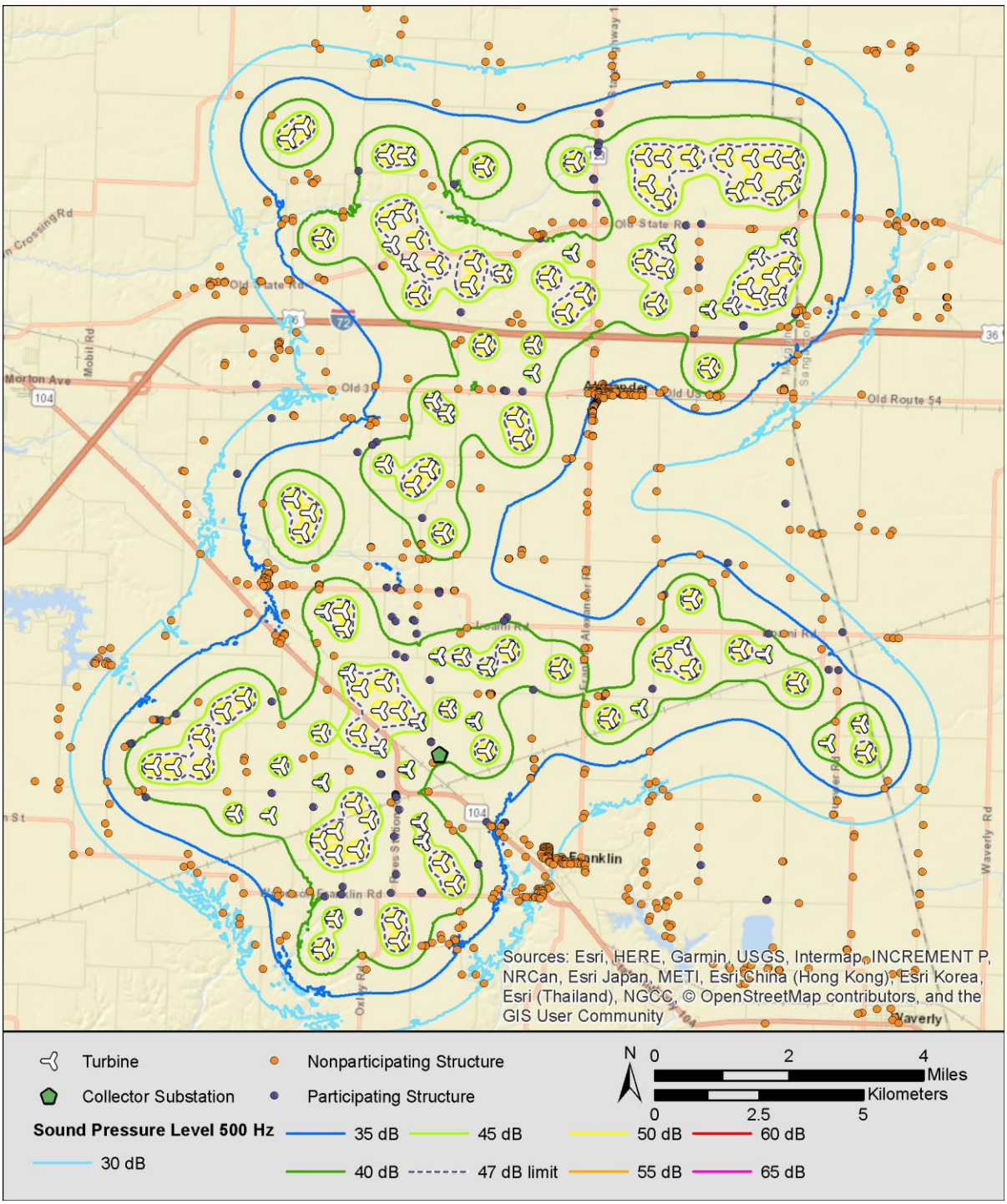


FIGURE 6: SOUND PROPAGATION MODELING RESULTS – 500 Hz 1/1 OCTAVE BAND

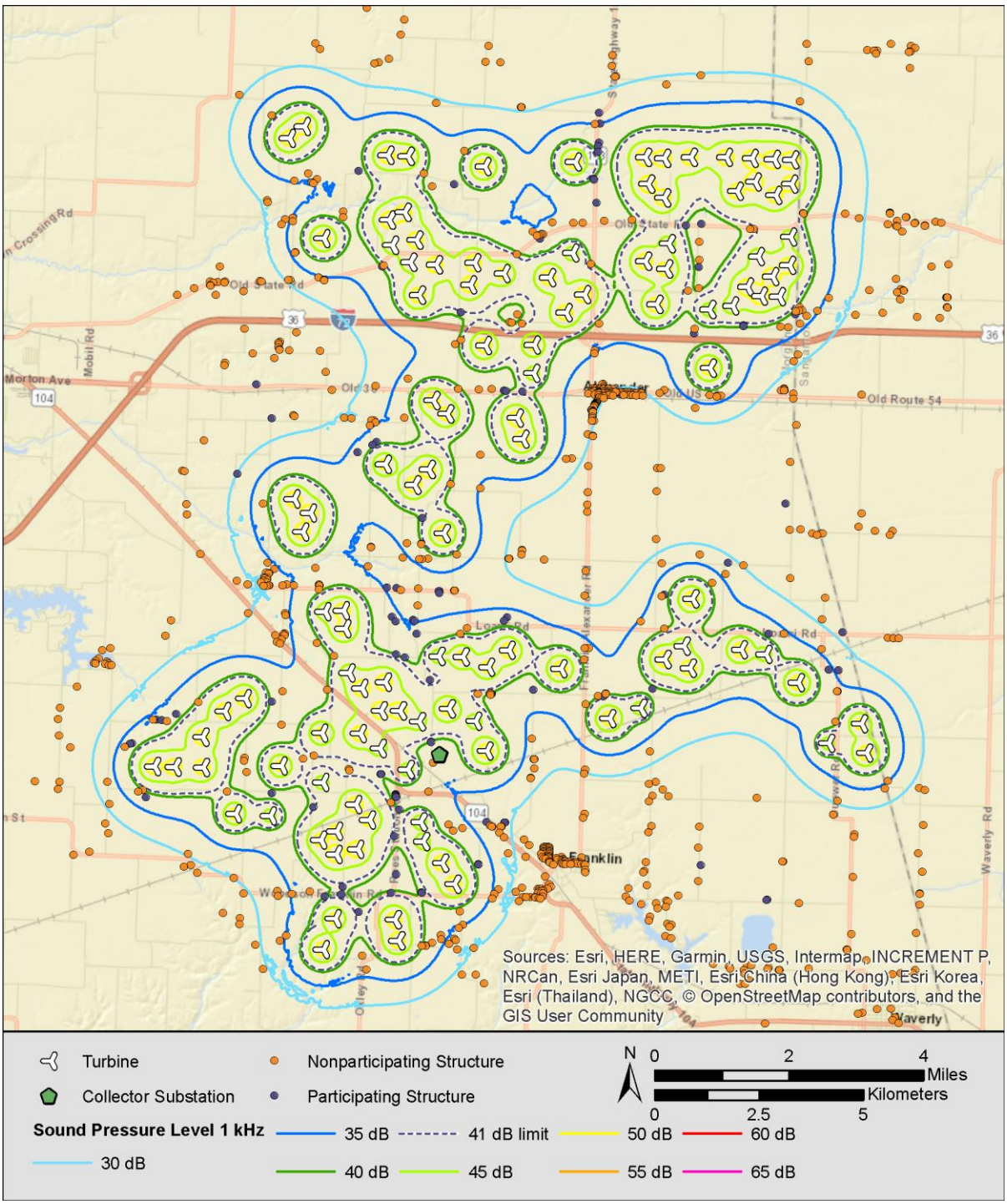


FIGURE 7: SOUND PROPAGATION MODELING RESULTS – 1 kHz 1/1 OCTAVE BAND[1]

[1] Due to the scale of these maps some receivers may appear to be at or over the sound level limit. Close-up maps of some areas for the 1 kHz 1/1 octave band where this is the case are shown in Appendix E.

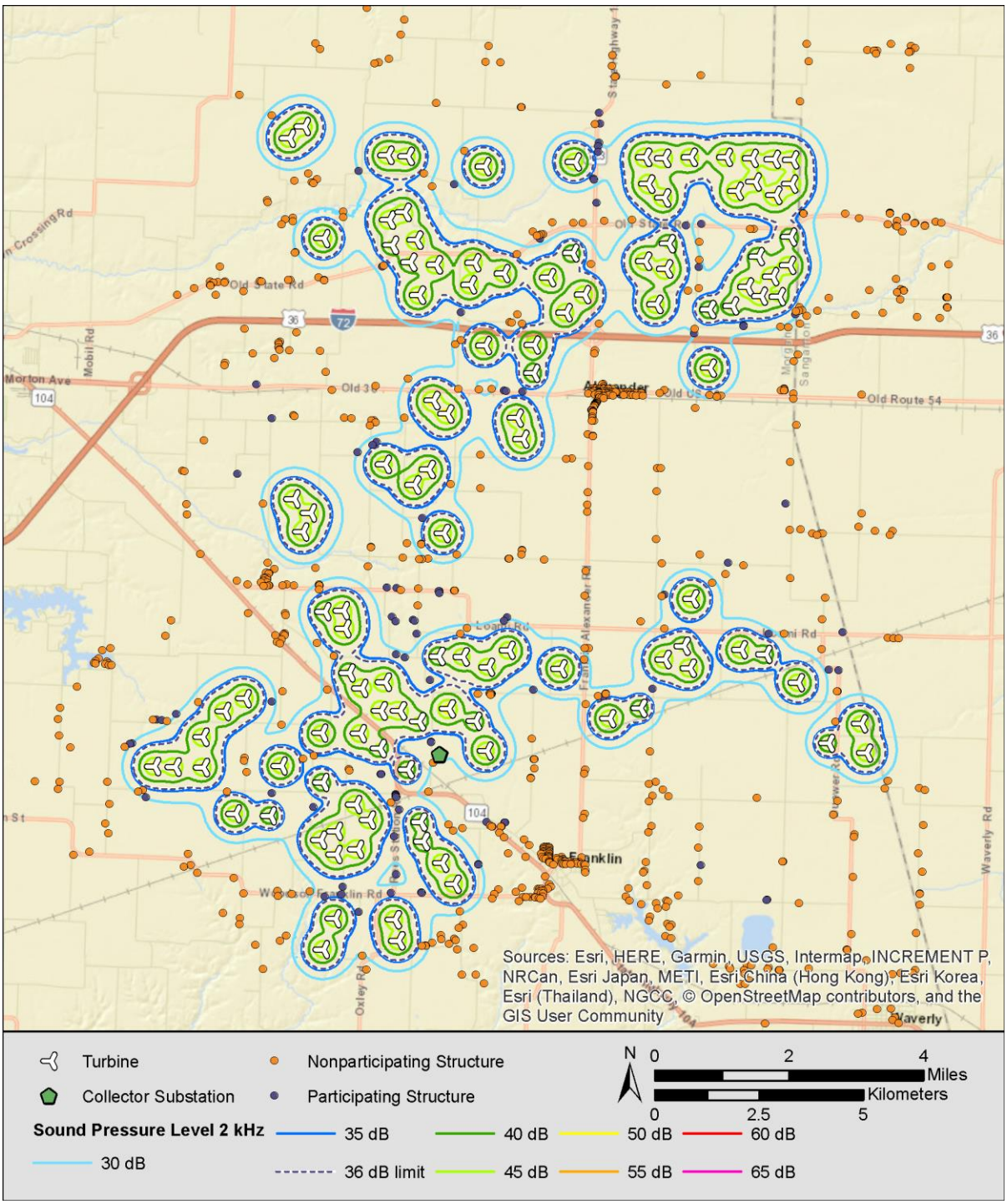


FIGURE 8: SOUND PROPAGATION MODELING RESULTS – 2 kHz 1/1 OCTAVE BAND

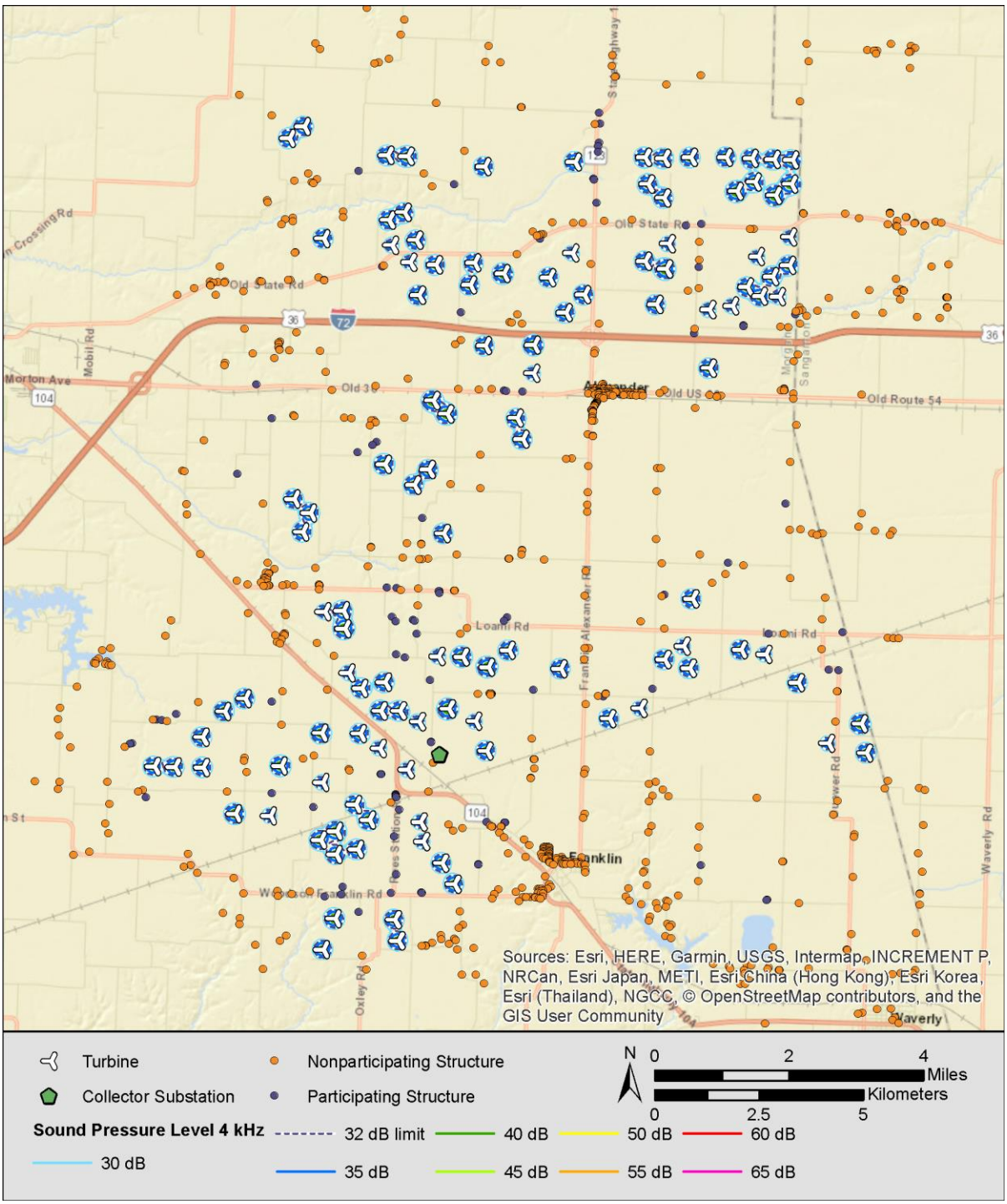


FIGURE 9: SOUND PROPAGATION MODELING RESULTS – 4 kHz 1/1 OCTAVE BAND

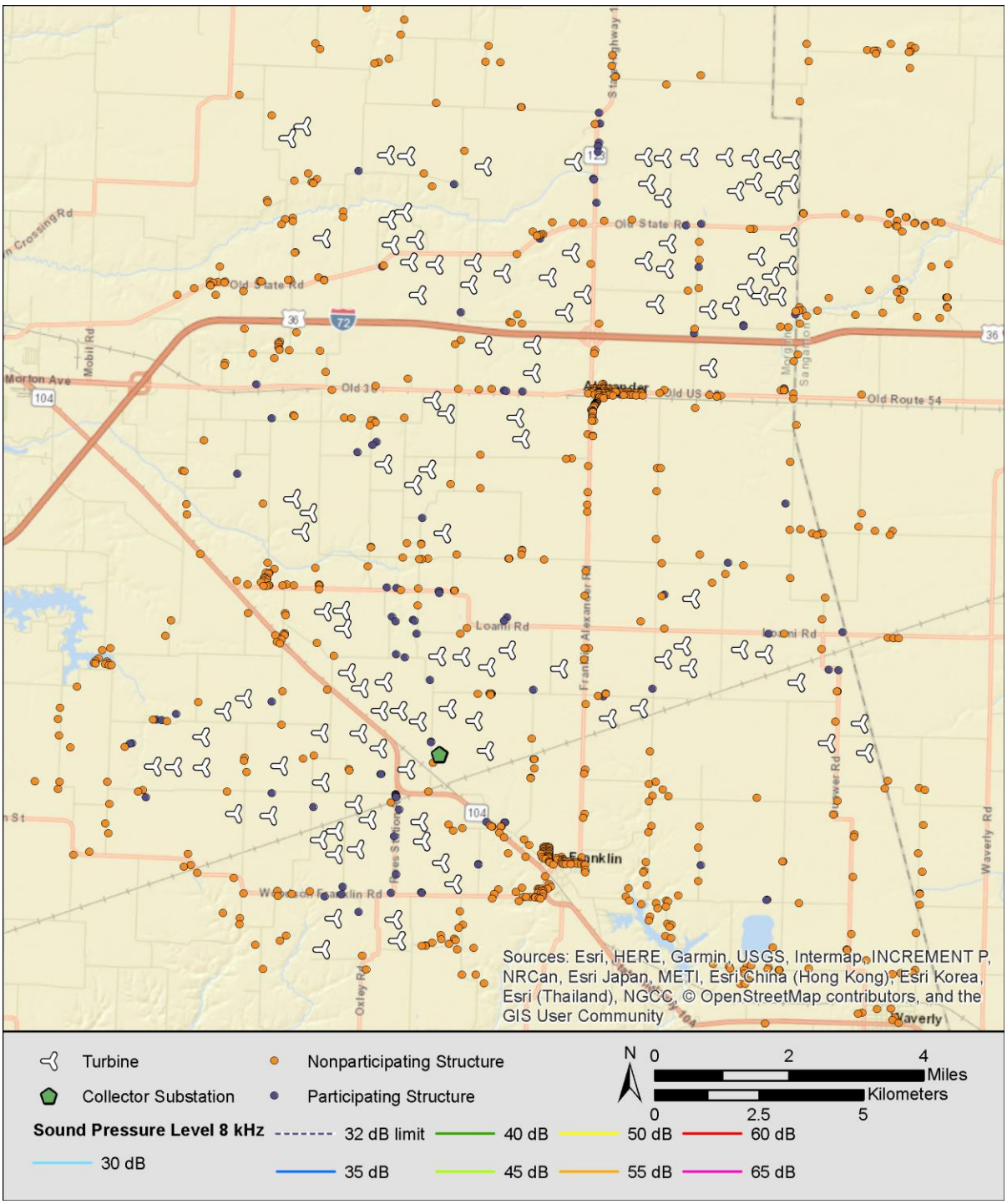


FIGURE 10: SOUND PROPAGATION MODELING RESULTS – 8 kHz 1/1 OCTAVE BAND

Tonality

The tonal audibility of this turbine is reported by the manufacturer as less than or equal to 4 dB, however this is assessed using a different method than the IPCB standard, so it is not directly comparable. Figure 11 shows the tonal prominence of the GE 2.8-127 turbine, using the IPCB method, compared with the IPCB tonality criteria. This indicates that sound power spectrum of the GE 2.8-127 is below the IPCB tonality criteria.

The transformer in the Project substation has the potential to generate prominent discrete tones. The 1/1 octave band sound pressure level due to the transformer at the two receivers closest to the project substation are plotted in Figure 12. The sound levels in the figure do not include the contribution from any wind turbines. The figure shows that modeled sound levels below the 1 kHz 1/1 octave band were at least 10 dB below the corresponding IPCB limit. The clause for prominent discrete tones allows for the existence of prominent discrete tones when they are 10 dB below the corresponding octave band limit. Since the ONAF condition is shown, fans will mask tonal prominence, so this spectrum will not be tonal. Sound levels for the ONAN condition, which will exhibit greater tonal prominence, will be lower still and not within 10 dB of the IPCB limit.

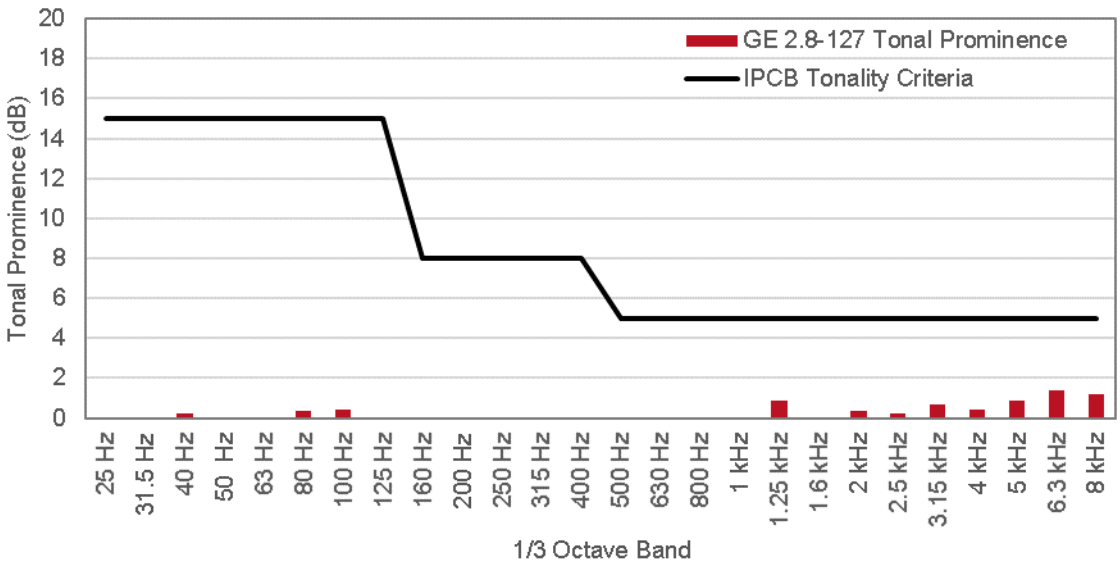


FIGURE 11: REPORTED 1/3 OCTAVE BAND TONAL PROMINENCE COMPARED TO IPCB TONALITY CRITERIA

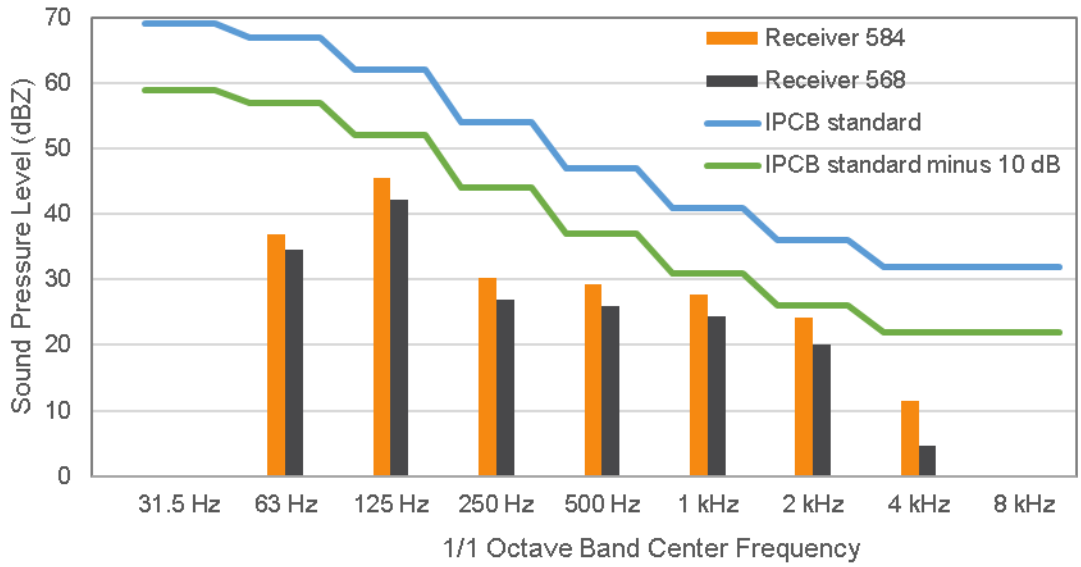


FIGURE 12: MAXIMUM 1/1 OCTAVE BAND SOUND LEVELS FROM PROJECT TRANSFORMER AT THE NEAREST RECEIVER DURING ONAF COOLING COMPARED TO IPCB LIMITS

5.0 CONCLUSIONS

RSG performed sound propagation modeling of the proposed Lincoln Land Wind project in Morgan County, Illinois in preparation for the project's Siting Approval Permit application.

Conclusions for the sound modeling for this project are as follows:

- The array consists of 119 GE 2.8-127 LNTE wind turbines on a 114-meter tower, of which at least 12 are spares. A maximum of 107 turbine locations are expected to be built. Other turbine models are also being considered. The GE 2.8-127 LNTE turbine is being modeled as a conservative assumption due to its relatively high sound power.
- Sound propagation modeling was performed ISO 9613-2, implemented in the Cadna/A modeling package. The project was modeled with mixed ground porosity (G=0.5) and a 2 dB factor added on top of the manufacturer apparent sound power level. Results are compared to the Illinois Pollution Control Board (IPCB) limits, which are referenced by Morgan County regulations.
- A total of 47 turbines require NRO to meet the IPCB nighttime 1/1 octave band limits. With this prescribed noise mitigation scheme, the sound levels are at or below IPCB C to A nighttime standards at and within 100 feet (30 meters) all receivers. This number may change due to more current turbine information or turbine location shifts.
- Sound propagation modeling of the current layout and turbine model indicated that the project complies with IPCB C to A daytime 1/1 octave band limits at all receivers without any mitigation applied.
- The project is also not expected to exceed IPCB tonality criteria. This is due to low tonal prominence exhibited by the proposed turbine and lower overall transformer sound levels at the closest receivers to the substation.

APPENDIX A. PRIMER ON SOUND

Expressing Sound in Decibel Levels

The varying air pressure that constitutes sound can be characterized in many different ways. The human ear is the basis for the metrics that are used in acoustics. Normal human hearing is sensitive to sound fluctuations over an enormous range of pressures, from about 20 micropascals (the “threshold of audibility”) to about 20 pascals (the “threshold of pain”).[2] This factor of one million in sound pressure difference is challenging to convey in engineering units. Instead, sound pressure is converted to sound “levels” in units of “decibels” (dB, named after Alexander Graham Bell). Once a measured sound is converted to dB, it is denoted as a level with the letter “L”.

The conversion from sound pressure in pascals to sound level in dB is a four-step process. First, the sound wave’s measured amplitude is squared and the mean is taken. Second, a ratio is taken between the mean square sound pressure and the square of the threshold of audibility (20 micropascals). Third, using the logarithm function, the ratio is converted to factors of 10. The final result is multiplied by 10 to give the decibel level. By this decibel scale, sound levels range from 0 dB at the threshold of audibility to 120 dB at the threshold of pain.

Typical sound sources, and their sound pressure levels, are listed on the scale in Figure 13.

Human Response to Sound Levels: Apparent Loudness

For every 20 dB increase in sound level, the sound pressure increases by a *factor* of 10; the sound *level* range from 0 dB to 120 dB covers 6 factors of 10, or one million, in sound *pressure*. However, for an increase of 10 dB in sound *level* as measured by a meter, humans perceive an approximate doubling of apparent loudness: to the human ear, a sound level of 70 dB sounds about “twice as loud” as a sound level of 60 dB. Smaller changes in sound level, less than 3 dB up or down, are generally not perceptible.

[2] The pascal is a measure of pressure in the metric system. In Imperial units, they are themselves very small: one pascal is only 145 millionths of a pound per square inch (psi). The sound pressure at the threshold of audibility is only 3 one-billionths of one psi: at the threshold of pain, it is about 3 one-thousandths of one psi.

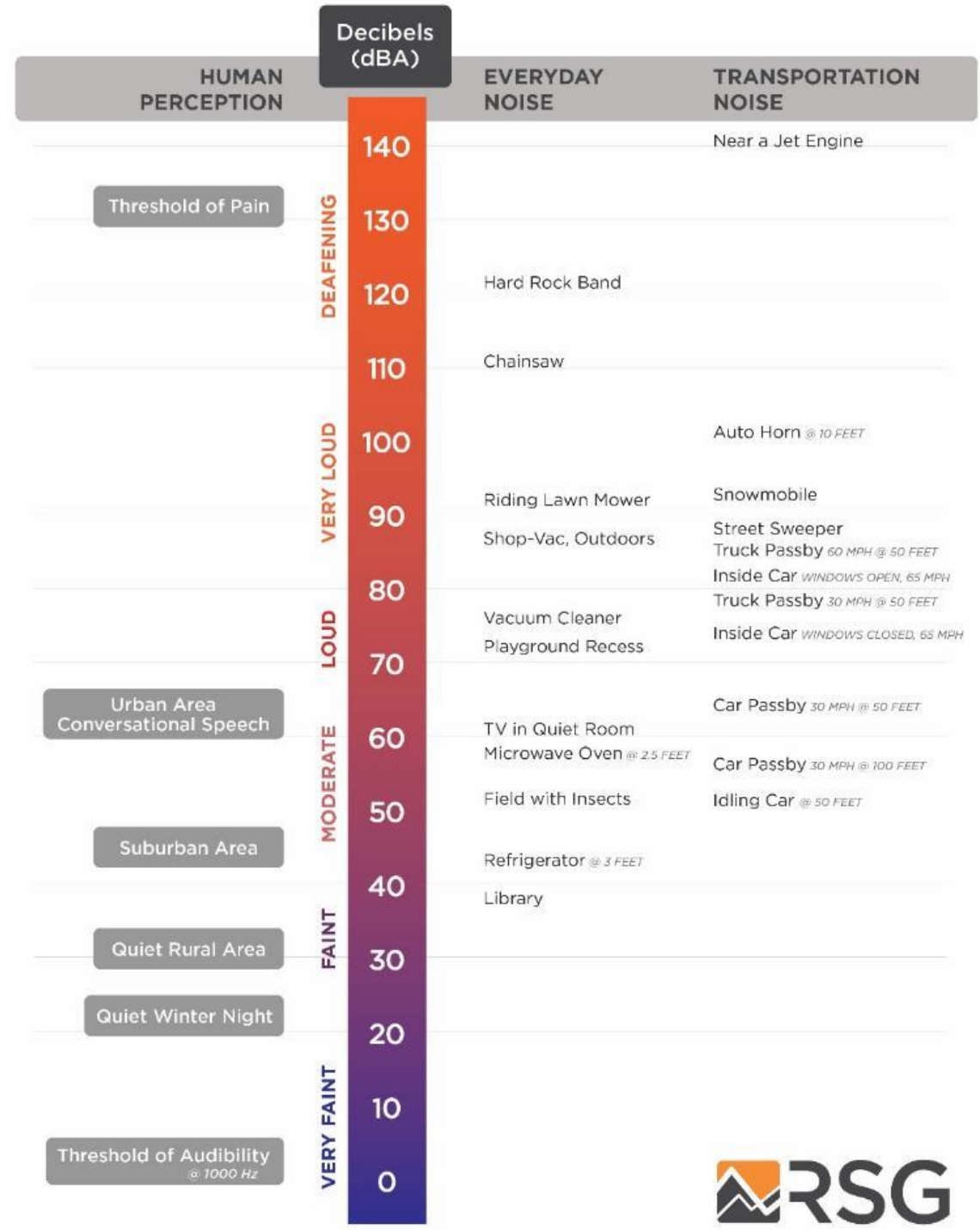


FIGURE 13: A SCALE OF SOUND PRESSURE LEVELS FOR TYPICAL SOUND SOURCES

Frequency Spectrum of Sound

The “frequency” of a sound is the rate at which it fluctuates in time, expressed in Hertz (Hz), or cycles per second. Very few sounds occur at only one frequency: most sound contains energy

at many different frequencies, and it can be broken down into different frequency divisions, or bands. These bands are similar to musical pitches, from low tones to high tones. The most common division is the standard octave band. An octave is the range of frequencies whose upper frequency limit is twice its lower frequency limit, exactly like an octave in music. An octave band is identified by its center frequency: each successive band's center frequency is twice as high (one octave) as the previous band. For example, the 500 Hz octave band includes all sound whose frequencies range between 354 Hz (Hertz, or cycles per second) and 707 Hz. The next band is centered at 1,000 Hz with a range between 707 Hz and 1,414 Hz. The range of human hearing is divided into 10 standard octave bands: 31.5 Hz, 63 Hz, 125 Hz, 250 Hz, 500 Hz, 1,000 Hz, 2,000 Hz, 4,000 Hz, 8,000 Hz, and 16,000 Hz. For analyses that require finer frequency detail, each octave-band can be subdivided. A commonly-used subdivision creates three smaller bands within each octave band, or so-called 1/3-octave bands.

Human Response to Frequency: Weighting of Sound Levels

The human ear is not equally sensitive to sounds of all frequencies. Sounds at some frequencies seem louder than others, despite having the same decibel level as measured by a sound level meter. In particular, human hearing is much more sensitive to medium pitches (from about 500 Hz to about 4,000 Hz) than to very low or very high pitches. For example, a tone measuring 80 dB at 500 Hz (a medium pitch) sounds quite a bit louder than a tone measuring 80 dB at 60 Hz (a very low pitch). The frequency response of normal human hearing ranges from 20 Hz to 20,000 Hz. Below 20 Hz, sound pressure fluctuations are not "heard", but sometimes can be "felt". This is known as "infrasound". Likewise, above 20,000 Hz, sound can no longer be heard by humans; this is known as "ultrasound". As humans age, they tend to lose the ability to hear higher frequencies first; many adults do not hear very well above about 16,000 Hz. Most natural and man-made sound occurs in the range from about 40 Hz to about 4,000 Hz. Some insects and birdsongs reach to about 8,000 Hz.

To adjust measured sound pressure levels so that they mimic human hearing response, sound level meters apply filters, known as "frequency weightings", to the signals. There are several defined weighting scales, including "A", "B", "C", "D", "G", and "Z". The most common weighting scale used in environmental noise analysis and regulation is A-weighting. This weighting represents the sensitivity of the human ear to sounds of low to moderate level. It attenuates sounds with frequencies below 1000 Hz and above 4000 Hz; it amplifies very slightly sounds between 1000 Hz and 4000 Hz, where the human ear is particularly sensitive. The C-weighting scale is sometimes used to describe louder sounds. The B- and D- scales are seldom used. All of these frequency weighting scales are normalized to the average human hearing response at 1000 Hz: at this frequency, the filters neither attenuate nor amplify. G-weighting is a standardized weighting used to evaluate infrasound.

When a reported sound level has been filtered using a frequency weighting, the letter is appended to "dB". For example, sound with A-weighting is usually denoted "dBA". When no filtering is applied, the level is denoted "dB" or "dBZ". The letter is also appended as a subscript to the level indicator "L", for example "L_A" for A-weighted levels.

Time Response of Sound Level Meters

Because sound levels can vary greatly from one moment to the next, the time over which sound is measured can influence the value of the levels reported. Often, sound is measured in real time, as it fluctuates. In this case, acousticians apply a so-called “time response” to the sound level meter, and this time response is often part of regulations for measuring sound. If the sound level is varying slowly, over a few seconds, “Slow” time response is applied, with a time constant of one second. If the sound level is varying quickly (for example, if brief events are mixed into the overall sound), “Fast” time response can be applied, with a time constant of one-eighth of a second.[3] The time response setting for a sound level measurement is indicated with the subscript “S” for Slow and “F” for Fast: L_S or L_F. A sound level meter set to Fast time response will indicate higher sound levels than one set to Slow time response when brief events are mixed into the overall sound, because it can respond more quickly.

In some cases, the maximum sound level that can be generated by a source is of concern. Likewise, the minimum sound level occurring during a monitoring period may be required. To measure these, the sound level meter can be set to capture and hold the highest and lowest levels measured during a given monitoring period. This is represented by the subscript “max”, denoted as “L_{max}”. One can define a “max” level with Fast response L_{Fmax} (1/8-second time constant), Slow time response L_{Smax} (1-second time constant), or Continuous Equivalent level over a specified time period L_{EQmax}.

Accounting for Changes in Sound Over Time

A sound level meter’s time response settings are useful for continuous monitoring. However, they are less useful in summarizing sound levels over longer periods. To do so, acousticians apply simple statistics to the measured sound levels, resulting in a set of defined types of sound level related to averages over time. An example is shown in Figure 14. The sound level at each instant of time is the grey trace going from left to right. Over the total time it was measured (1 hour in the figure), the sound energy spends certain fractions of time near various levels, ranging from the minimum (about 27 dB in the figure) to the maximum (about 65 dB in the figure). The simplest descriptor is the average sound level, known as the Equivalent Continuous Sound Level. Statistical levels are used to determine for what percentage of time the sound is louder than any given level. These levels are described in the following sections.

Equivalent Continuous Sound Level - Leq

One straightforward, common way of describing sound levels is in terms of the Continuous Equivalent Sound Level, or L_{EQ}. The L_{EQ} is the average sound pressure level over a defined period of time, such as one hour or one day. L_{EQ} is the most commonly used descriptor in noise standards and regulations. L_{EQ} is representative of the overall sound to which a person is exposed. Because of the logarithmic calculation of decibels, L_{EQ} tends to favor higher sound levels: loud and infrequent sources have a larger impact on the resulting average sound level than quieter but more frequent sounds. For example, in Figure 14, even though the sound levels

[3] There is a third time response defined by standards, the “Impulse” response. This response was defined to enable use of older, analog meters when measuring very brief sounds; it is no longer in common use.

spends most of the time near about 34 dBA, the L_{EQ} is 41 dBA, having been “inflated” by the maximum level of 65 dBA and other occasional spikes over the course of the hour.

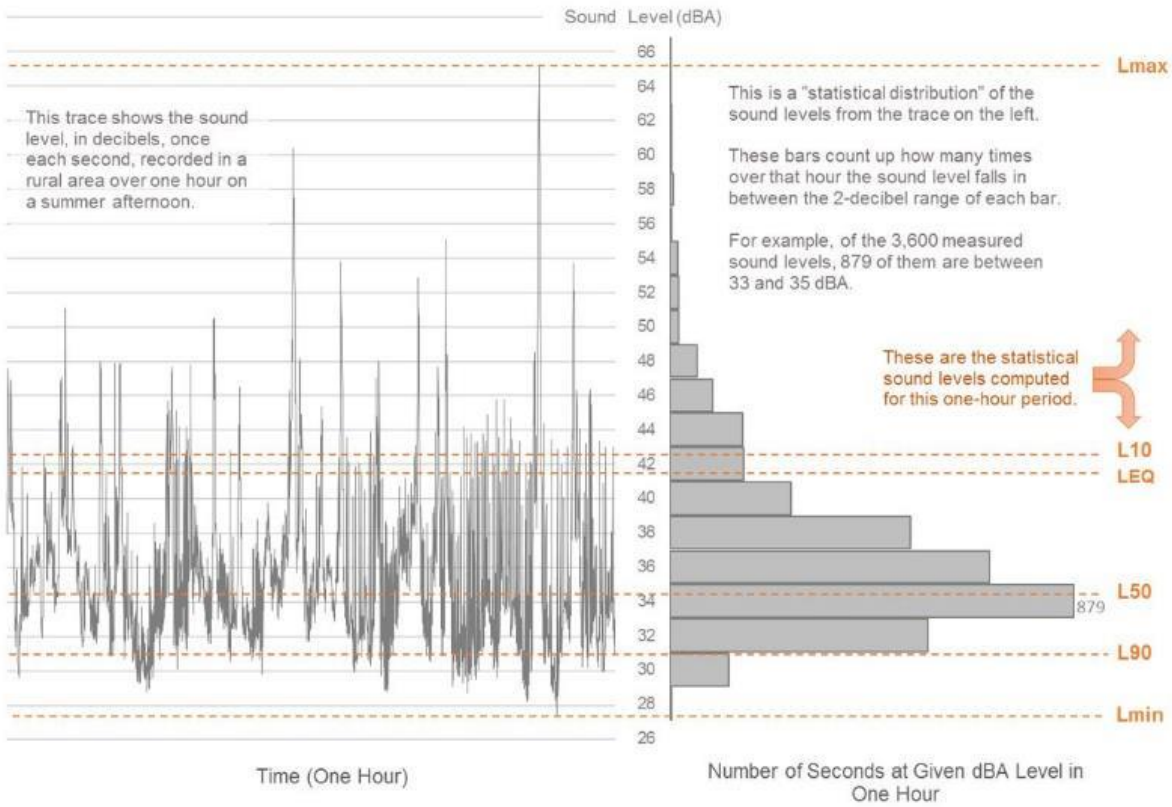


FIGURE 14: EXAMPLE OF DESCRIPTIVE TERMS OF SOUND MEASUREMENT OVER TIME

Percentile Sound Levels – Ln

Percentile sound levels describe the statistical distribution of sound levels over time. “L_N” is the level above which the sound spends “N” percent of the time. For example, L_{90} (sometimes called the “residual base level”) is the sound level exceeded 90% of the time: the sound is louder than L_{90} most of the time. L_{10} is the sound level that is exceeded only 10% of the time. (the “median level”) is exceeded 50% of the time: half of the time the sound is louder than , and half the time it is quieter than . Note that (median) and L_{EQ} (mean) are not always the same, for reasons described in the previous section.

L_{90} is often a good representation of the “ambient sound” in an area. This is the sound that persists for longer periods, and below which the overall sound level seldom falls. It tends to filter out other short-term environmental sounds that aren’t part of the source being investigated. L_{10} represents the higher, but less frequent, sound levels. These could include such events as barking dogs, vehicles driving by and aircraft flying overhead, gusts of wind, and work operations. L_{90} represents the background sound that is present when these event sounds are excluded.

Note that if one sound source is very constant and dominates the soundscape in an area, all of the descriptive sound levels mentioned here tend toward the same value. It is when the sound is varying widely from one moment to the next that the statistical descriptors are useful.

APPENDIX B. WIND TURBINE ACOUSTICS

Sources of Sound Generation by Wind Turbines

Wind turbines generate two principal types of noise: aerodynamic noise, produced from the flow of air around the blades, and mechanical noise, produced from mechanical and electrical components within the nacelle.

Aerodynamic noise is the primary source of noise associated with wind turbines. These acoustic emissions can be either tonal or broad band. Tonal noise occurs at discrete frequencies, whereas broadband noise is distributed with little peaking across the frequency spectrum.

While unusual, tonal noise can also originate from unstable air flows over holes, slits, or blunt trailing edges on blades. Most modern wind turbines have upwind rotors designed to prevent blade impulsive noise. Therefore, the majority of audible aerodynamic noise from wind turbines is broadband at the middle frequencies, roughly between 200 Hz and 1,000 Hz.

Wind turbines emit aerodynamic broadband noise as the spinning blades interact with atmospheric turbulence and as air flows along their surfaces. This produces a characteristic “whooshing” sound through several mechanisms (Figure 15):

- Inflow turbulence noise occurs when the rotor blades encounter atmospheric turbulence as they pass through the air. Uneven pressure on a rotor blade causes variations in the local angle of attack, which affects the lift and drag forces, causing aerodynamic loading fluctuations. This generates noise that varies across a wide range of frequencies but is most significant at frequencies below 500 Hz.
- Trailing edge noise is produced as boundary-layer turbulence as the air passes into the wake, or trailing edge, of the blade. This noise is distributed across a wide frequency range but is most notable at high frequencies between 700 Hz and 2 kHz.
- Tip vortex noise occurs when tip turbulence interacts with the surface of the blade tip. While this is audible near the turbine, it tends to be a small component of the overall noise further away.
- Stall or separation noise occurs due to the interaction of turbulence with the blade surface.

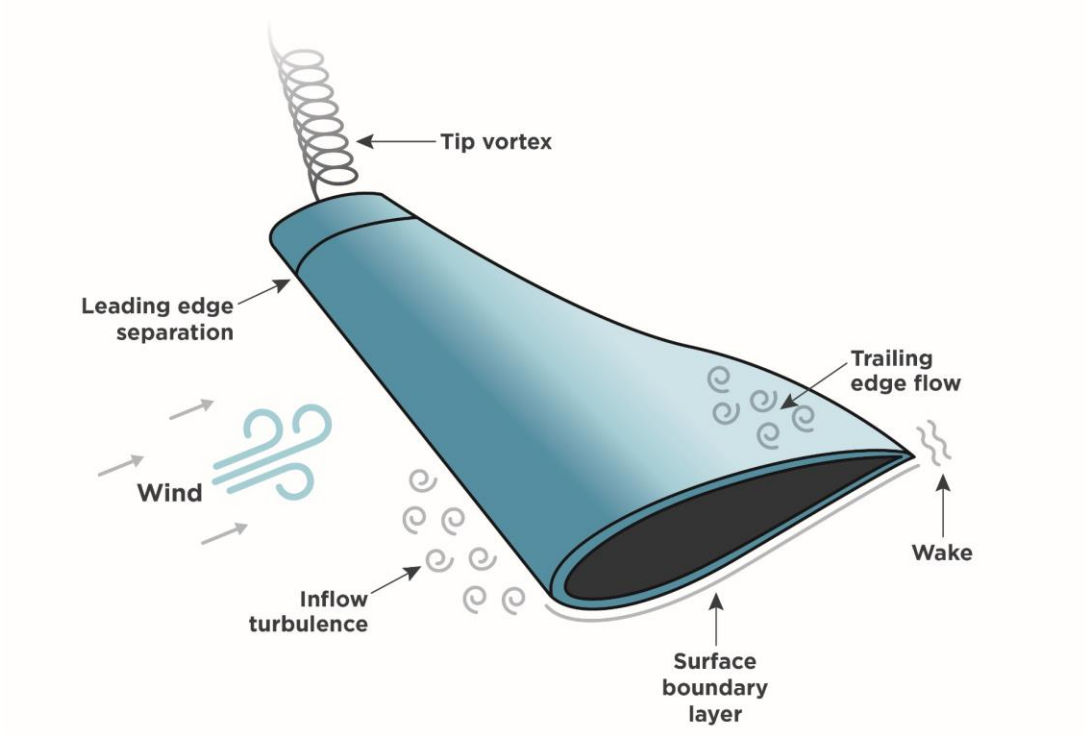


FIGURE 15: AIRFLOW AROUND A ROTOR BLADE

Mechanical sound from machinery inside the nacelle tends to be tonal in nature but can also have a broadband component. Potential sources of mechanical noise include the gearbox, generator, yaw drives, cooling fans, and auxiliary equipment. These components are housed within the nacelle, whose surfaces, if untreated, radiate the resulting noise. However modern wind turbines have nacelles that are designed to reduce internal noise, and rarely is the mechanical noise a significant portion of the total noise from a wind turbine.

Amplitude Modulation

Amplitude modulation (AM) is a fluctuation in sound level that occurs at the blade passage frequency. No consistent definition exists for how much of a sound level fluctuation is necessary for blade swish to be considered AM, however sound level fluctuations in A-weighted sound level can range up to 10 dB. Fluctuations in individual 1/3 octave bands are typically more and can exceed 15 dB. Fluctuations in individual 1/3 octave bands can sometimes synchronize and desynchronize over periods, leading to increases and decreases in magnitude of the A-weighted fluctuations. Similarly, in wind farms with multiple turbines, fluctuations can synchronize and desynchronize, leading to variations in AM depth.[4] Most amplitude modulation is in the mid frequencies and most overall A-weighted AM is less than 4.5 dB in depth.[5]

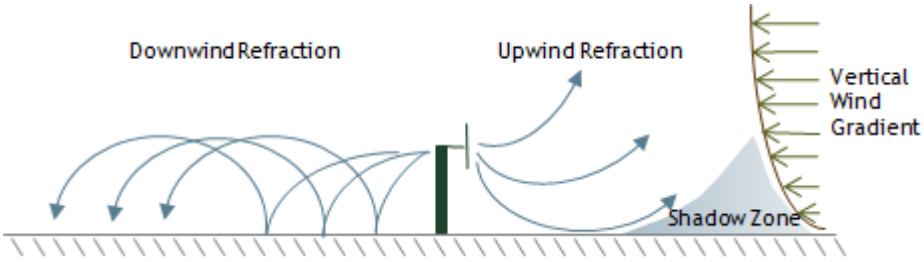
Many confirmed and hypothesized causes of AM exist, including: blade passage in front of the tower, blade tip sound emission directivity, wind shear, inflow turbulence, and turbine blade yaw

[4] McCunney, Robert, et al. “Wind Turbines and Health: A Critical Review of the Scientific Literature.” *Journal of Occupational and Environmental Medicine.* 56(11) November 2014: pp. e108-e130.
[5] RSG, et al., “Massachusetts Study on Wind Turbine Acoustics,” Massachusetts Clean Energy Center and Massachusetts Department of Environmental Protection, 2016

error. It has recently been noted that although wind shear can contribute to the extent of AM, wind shear does not contribute to the existence of AM in and of itself. Instead, there needs to be detachment of airflow from the blades for wind shear to contribute to AM.[6] While factors like the blade passing in front of the tower are intrinsic to wind turbine design, other factors vary with turbine design, local meteorology, topography, and turbine layout. Mountainous areas, for example, are more likely to have turbulent airflow, less likely to have high wind shear, and less likely to have turbine layouts that allow for blade passage synchronization for multiple turbines. AM extent varies with the relative location of a receiver to the turbine. AM is usually experienced most when the receiver is between 45 and 60 degrees from the downwind or upwind position and is experienced least directly with the receiver directly upwind or downwind of the turbines.

Meteorology

Meteorological conditions can significantly affect sound propagation. The two most important conditions to consider are wind shear and temperature lapse. Wind shear is the difference in wind speeds by elevation and temperature lapse rate is the temperature gradient by elevation. In conditions with high wind shear (large wind speed gradient), sound levels upwind from the source tend to decrease and sound levels downwind tend to increase due to the refraction, or bending, of the sound (Figure 16).



Not to scale

FIGURE 16: SCHEMATIC OF THE REFRACTION OF SOUND DUE TO VERTICAL WIND GRADIENT (WIND SHEAR)

With temperature lapse, when ground surface temperatures are higher than those aloft, sound will tend to refract upwards, leading to lower sound levels near the ground. The opposite is true when ground temperatures are lower than those aloft (an inversion condition).

High winds and high solar radiation can create turbulence which tends to break up and dissipate sound energy. Highly stable atmospheres, which tend to occur on clear nights with low ground-level wind speeds, tend to minimize atmospheric turbulence and are generally more favorable to downwind propagation.

In general terms, sound propagates along the ground best under stable conditions with a strong temperature inversion. This tends to occur during the night and is characterized by low ground-level winds. As a result, worst-case conditions for wind turbines tend to occur downwind under moderate nighttime temperature inversions. Therefore, this is the default condition for modeling wind turbine sound.

[6] "Wind Turbine Amplitude Modulation: Research to Improve Understanding as to its Cause and Effect." *RenewableUK.* December 2013.

Masking

As mentioned above, sound levels from wind turbines are a function of wind speed. Background sound is also a function of wind speed, i.e., the stronger the winds, the louder the resulting background sound. This effect is amplified in areas covered by trees and other vegetation.

The sound from a wind turbine can often be masked by wind noise at downwind receivers because the frequency spectrum from wind is similar to the frequency spectrum from a wind turbine. Figure 17 compares the shape of the sound spectrum measured during a 5 m/s wind event to that of the GE 2.8-127 LNTE wind turbine. As shown, the shapes of the spectra are similar at lower frequencies. At higher frequencies, the sounds from the masking wind noise are higher than the wind turbine. As a result, the masking of turbine noise occurs at higher wind speeds for some meteorological conditions. Masking will occur most, when ground wind speeds are relatively high, creating wind-caused noise such as wind blowing through the trees and interaction of wind with structures.

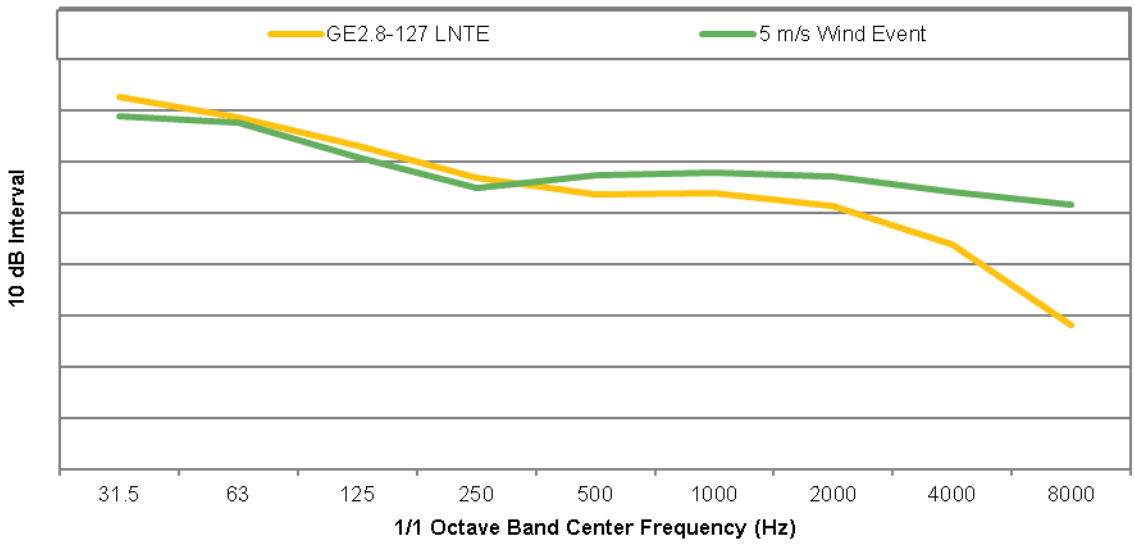


FIGURE 17: COMPARISON OF NORMALIZED FREQUENCY SPECTRA MEASURED FROM A 5 M/S WIND EVENT AND THE SOUND POWER SPECTRA FROM THE GE 2.8-127 LNTE[7]

It is important to note that while winds may be blowing at turbine height, there may be little to no wind at ground level. This is especially true during strong wind gradients (high wind shear), which mostly occur at night. This can also occur on the leeward side of ridges where the ridge blocks the wind.

[7] The purpose of this Figure is to show the shapes to two spectra relative to one another and not the actual sound level of the two sources of sound. The level of each source was normalized independently.

APPENDIX C. SOURCE INFORMATION

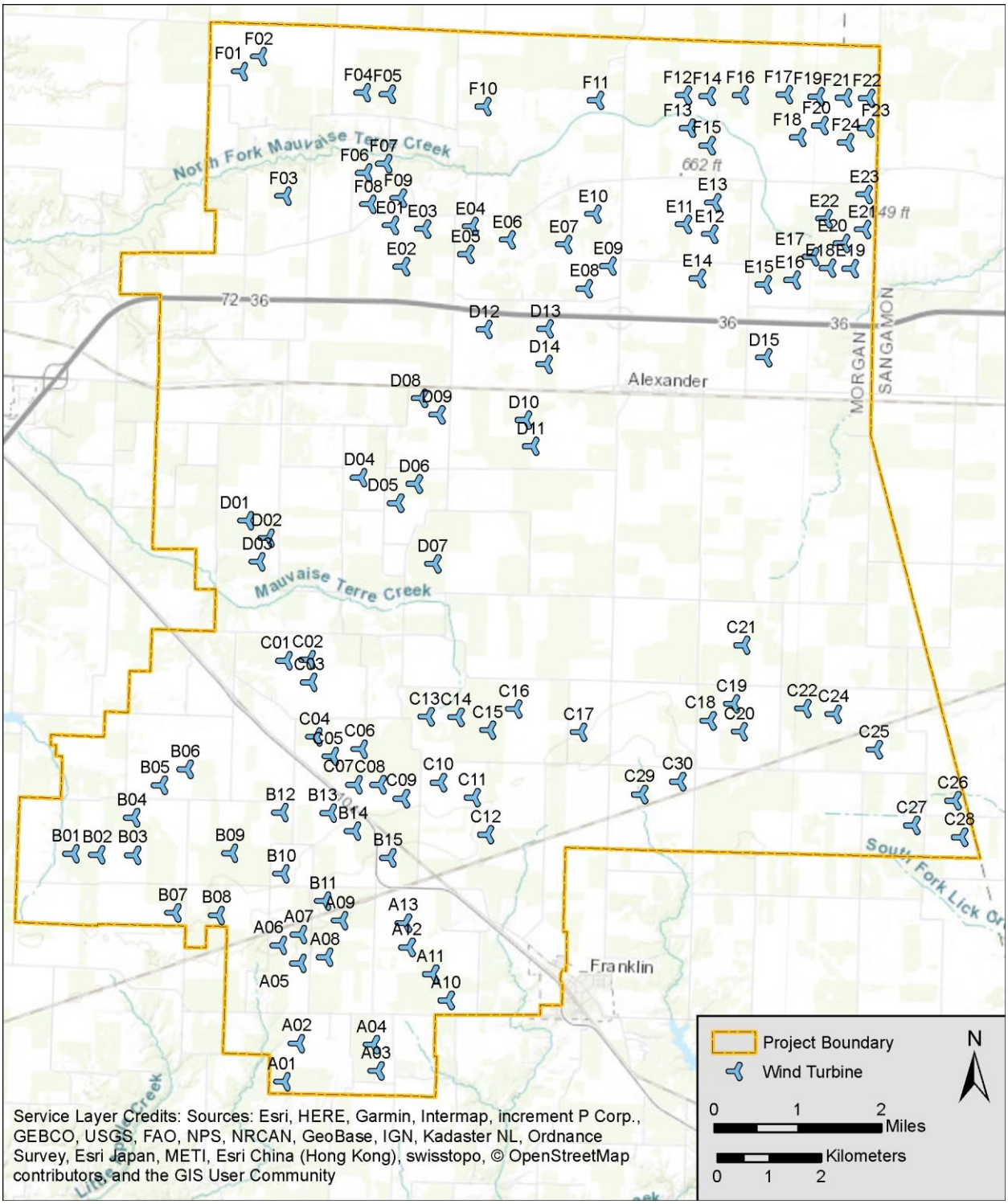


FIGURE 18: WIND TURBINE LOCATION MAP

TABLE 3: WIND TURBINE INFORMATION TABLE

Turbine ID	Turbine Type	Hub Height (m)	Coordinates (UTM NAD83 Z16N)		
			X (m)	Y (m)	Z (m)
A01	GE 2.8-127 LNTE	114	232853	4388284	322
A02	GE 2.8-127 LNTE	114	233126	4389022	323
A03	GE 2.8-127 LNTE	114	234649	4388492	321
A04	GE 2.8-127 LNTE	114	234561	4389000	323
A05	GE 2.8-127 LNTE	114	233158	4390560	327
A06	GE 2.8-127 LNTE	114	232783	4390908	328
A07	GE 2.8-127 LNTE	114	233168	4391116	327
A08	GE 2.8-127 LNTE	114	233669	4390678	326
A09	GE 2.8-127 LNTE	114	233957	4391385	327
A10	GE 2.8-127 LNTE	114	235994	4389850	324
A11	GE 2.8-127 LNTE	114	235695	4390354	325
A12	GE 2.8-127 LNTE	114	235243	4390865	324
A13	GE 2.8-127 LNTE	114	235179	4391340	325
B01	GE 2.8-127 LNTE	114	228789	4392668	324
B02	GE 2.8-127 LNTE	114	229280	4392653	324
B03	GE 2.8-127 LNTE	114	229966	4392646	324
B04	GE 2.8-127 LNTE	114	229949	4393368	323
B05	GE 2.8-127 LNTE	114	230478	4393992	322
B06	GE 2.8-127 LNTE	114	230977	4394297	321
B07	GE 2.8-127 LNTE	114	230740	4391533	327
B08	GE 2.8-127 LNTE	114	231577	4391487	328
B09	GE 2.8-127 LNTE	114	231842	4392682	325
B10	GE 2.8-127 LNTE	114	232830	4392284	327
B11	GE 2.8-127 LNTE	114	233627	4391758	327
B12	GE 2.8-127 LNTE	114	232810	4393463	326
B13	GE 2.8-127 LNTE	114	233740	4393453	327
B14	GE 2.8-127 LNTE	114	234207	4393105	328
B15	GE 2.8-127 LNTE	114	234874	4392588	327
C01	GE 2.8-127 LNTE	114	232884	4396381	320
C02	GE 2.8-127 LNTE	114	233330	4396401	319
C03	GE 2.8-127 LNTE	114	233366	4395967	321
C04	GE 2.8-127 LNTE	114	233464	4394916	323
C05	GE 2.8-127 LNTE	114	233776	4394539	323
C06	GE 2.8-127 LNTE	114	234329	4394686	323
C07	GE 2.8-127 LNTE	114	234231	4394003	324
C08	GE 2.8-127 LNTE	114	234687	4394001	325

Turbine ID	Turbine Type	Hub Height (m)	Coordinates (UTM NAD83 Z16N)		
			X (m)	Y (m)	Z (m)
C09	GE 2.8-127 LNTE	114	235135	4393736	326
C10	GE 2.8-127 LNTE	114	235852	4394043	325
C11	GE 2.8-127 LNTE	114	236498	4393747	328
C12	GE 2.8-127 LNTE	114	236762	4393041	326
C13	GE 2.8-127 LNTE	114	235614	4395309	322
C14	GE 2.8-127 LNTE	114	236186	4395297	323
C15	GE 2.8-127 LNTE	114	236798	4395049	325
C16	GE 2.8-127 LNTE	114	237302	4395450	324
C17	GE 2.8-127 LNTE	114	238548	4395010	327
C18	GE 2.8-127 LNTE	114	241032	4395231	323
C19	GE 2.8-127 LNTE	114	241489	4395550	321
C20	GE 2.8-127 LNTE	114	241639	4395021	322
C21	GE 2.8-127 LNTE	114	241693	4396681	320
C22	GE 2.8-127 LNTE	114	242870	4395464	321
C24	GE 2.8-127 LNTE	114	243454	4395353	320
C25	GE 2.8-127 LNTE	114	244234	4394673	319
C26	GE 2.8-127 LNTE	114	245746	4393688	316
C27	GE 2.8-127 LNTE	114	244962	4393219	318
C28	GE 2.8-127 LNTE	114	245879	4392992	317
C29	GE 2.8-127 LNTE	114	239715	4393814	325
C30	GE 2.8-127 LNTE	114	240454	4394056	326
D01	GE 2.8-127 LNTE	114	232147	4399076	315
D02	GE 2.8-127 LNTE	114	232538	4398738	315
D03	GE 2.8-127 LNTE	114	232358	4398288	314
D04	GE 2.8-127 LNTE	114	234326	4399905	317
D05	GE 2.8-127 LNTE	114	235028	4399413	316
D06	GE 2.8-127 LNTE	114	235380	4399778	316
D07	GE 2.8-127 LNTE	114	235737	4398250	317
D08	GE 2.8-127 LNTE	114	235481	4401426	313
D09	GE 2.8-127 LNTE	114	235822	4401113	314
D10	GE 2.8-127 LNTE	114	237491	4401005	315
D11	GE 2.8-127 LNTE	114	237632	4400507	317
D12	GE 2.8-127 LNTE	114	236725	4402750	312
D13	GE 2.8-127 LNTE	114	237905	4402763	310
D14	GE 2.8-127 LNTE	114	237890	4402082	313
D15	GE 2.8-127 LNTE	114	242113	4402209	315
E01	GE 2.8-127 LNTE	114	234928	4404751	311
E02	GE 2.8-127 LNTE	114	235137	4403958	312

Turbine ID	Turbine Type	Hub Height (m)	Coordinates (UTM NAD83 Z16N)		
			X (m)	Y (m)	Z (m)
E03	GE 2.8-127 LNTE	114	235545	4404683	311
E04	GE 2.8-127 LNTE	114	236466	4404735	315
E05	GE 2.8-127 LNTE	114	236369	4404199	309
E06	GE 2.8-127 LNTE	114	237175	4404475	311
E07	GE 2.8-127 LNTE	114	238268	4404381	311
E08	GE 2.8-127 LNTE	114	238660	4403537	312
E09	GE 2.8-127 LNTE	114	239111	4403971	312
E10	GE 2.8-127 LNTE	114	238827	4404965	311
E11	GE 2.8-127 LNTE	114	240566	4404771	312
E12	GE 2.8-127 LNTE	114	241063	4404581	312
E13	GE 2.8-127 LNTE	114	241127	4405192	311
E14	GE 2.8-127 LNTE	114	240833	4403730	313
E15	GE 2.8-127 LNTE	114	242102	4403610	313
E16	GE 2.8-127 LNTE	114	242660	4403700	312
E17	GE 2.8-127 LNTE	114	243018	4404150	312
E18	GE 2.8-127 LNTE	114	243345	4403929	313
E19	GE 2.8-127 LNTE	114	243783	4403924	313
E20	GE 2.8-127 LNTE	114	243615	4404400	312
E21	GE 2.8-127 LNTE	114	244022	4404669	312
E22	GE 2.8-127 LNTE	114	243271	4404876	313
E23	GE 2.8-127 LNTE	114	244047	4405345	312
F01	GE 2.8-127 LNTE	114	232031	4407716	307
F02	GE 2.8-127 LNTE	114	232390	4408001	306
F03	GE 2.8-127 LNTE	114	232864	4405317	308
F04	GE 2.8-127 LNTE	114	234391	4407306	309
F05	GE 2.8-127 LNTE	114	234873	4407282	309
F06	GE 2.8-127 LNTE	114	234426	4405762	305
F07	GE 2.8-127 LNTE	114	234799	4405935	307
F08	GE 2.8-127 LNTE	114	234499	4405158	308
F09	GE 2.8-127 LNTE	114	235081	4405273	309
F10	GE 2.8-127 LNTE	114	236714	4407036	310
F11	GE 2.8-127 LNTE	114	238882	4407155	305
F12	GE 2.8-127 LNTE	114	240557	4407260	304
F13	GE 2.8-127 LNTE	114	240642	4406619	305
F14	GE 2.8-127 LNTE	114	241018	4407238	305
F15	GE 2.8-127 LNTE	114	241019	4406291	305
F16	GE 2.8-127 LNTE	114	241658	4407256	304
F17	GE 2.8-127 LNTE	114	242513	4407263	305

Turbine ID	Turbine Type	Hub Height (m)	Coordinates (UTM NAD83 Z16N)		
			X (m)	Y (m)	Z (m)
F18	GE 2.8-127 LNTE	114	242766	4406440	309
F19	GE 2.8-127 LNTE	114	243129	4407232	307
F20	GE 2.8-127 LNTE	114	243199	4406672	307
F21	GE 2.8-127 LNTE	114	243651	4407210	309
F22	GE 2.8-127 LNTE	114	244095	4407195	310
F23	GE 2.8-127 LNTE	114	244075	4406619	311
F24	GE 2.8-127 LNTE	114	243695	4406341	311

TABLE 4: TRANSFORMER INFORMATION TABLE

Source ID	Modeled Sound Power (dBA)	Source Height (m)	Coordinates (UTM NAD83 Z16N)		
			X (m)	Y (m)	Z (m)
Transformer	92	2	235656	4392945	217

APPENDIX D. RECEIVER LEVEL RESULTS

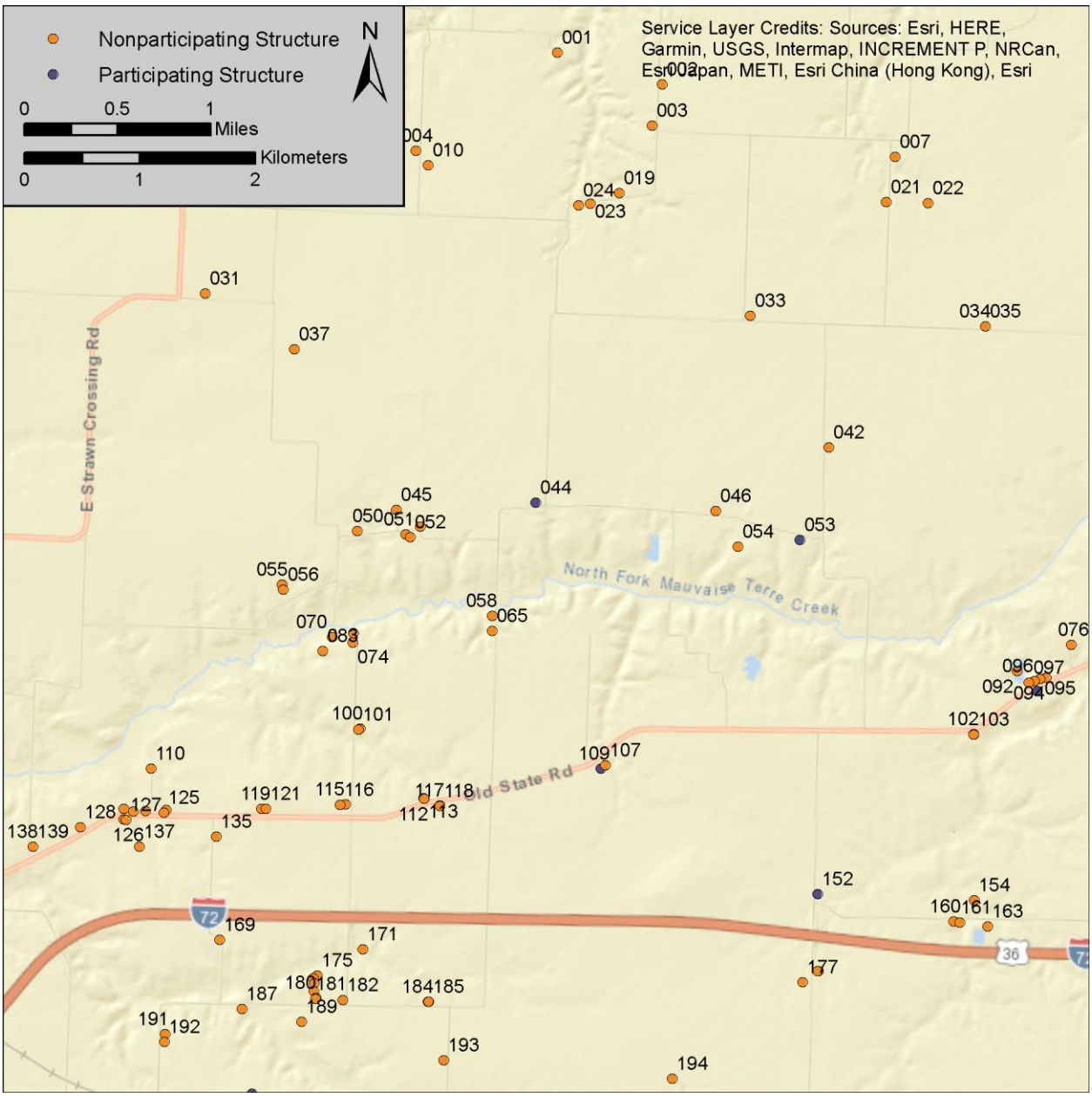


FIGURE 19: RECEIVER MAP – NORTHWESTERN PROJECT AREA

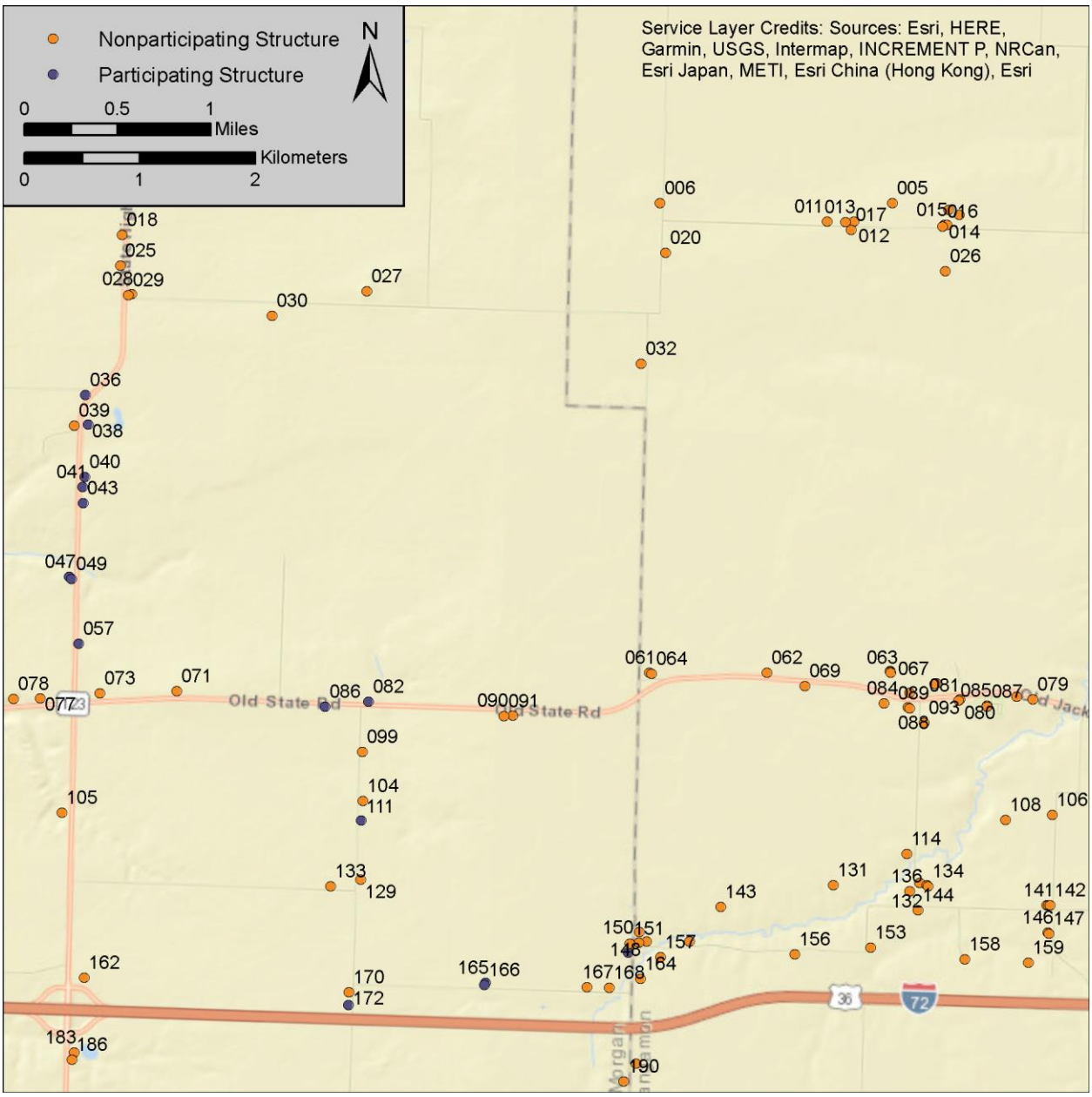


FIGURE 20: RECEIVER MAP – NORTHEASTERN PROJECT AREA

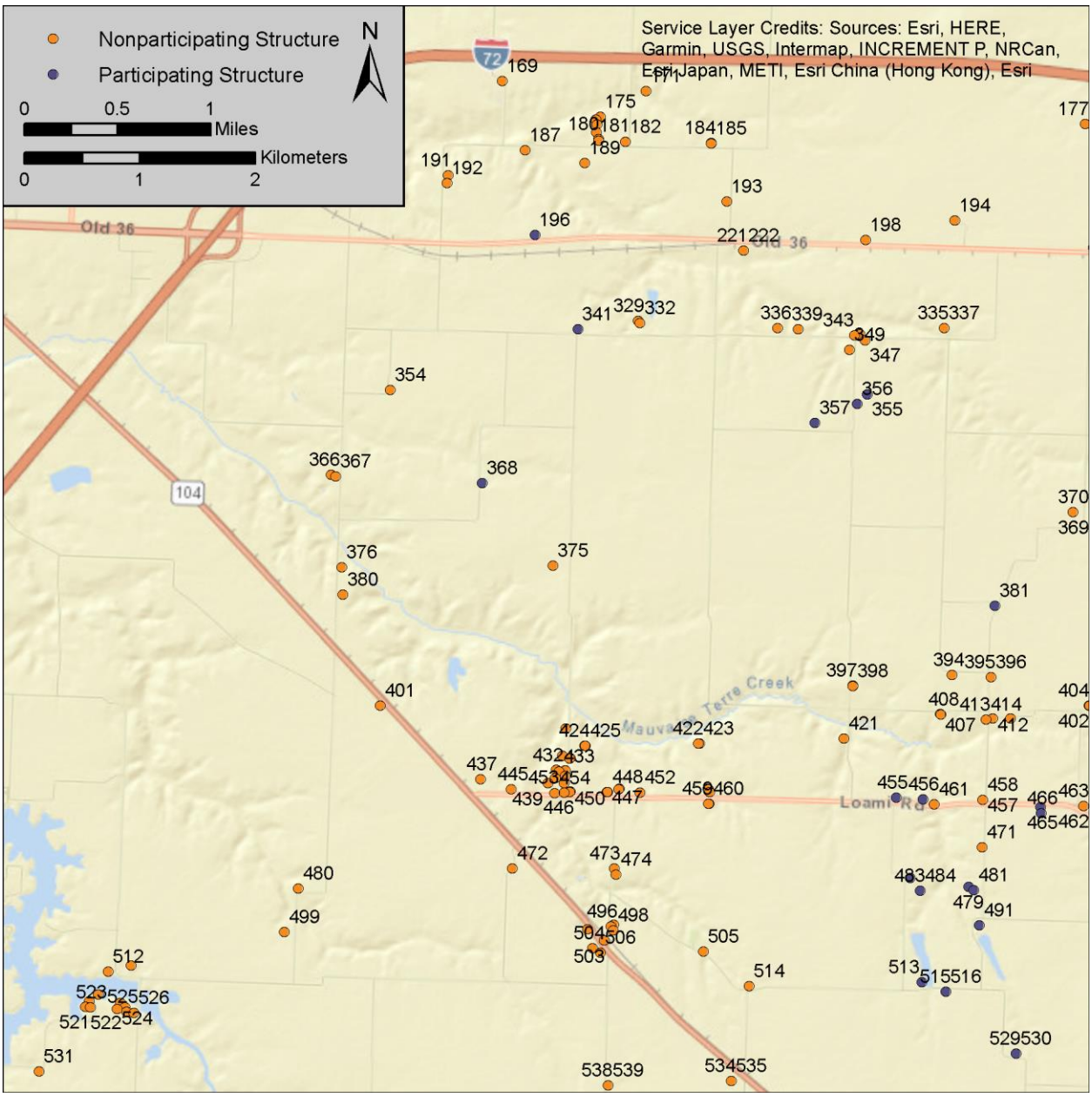


FIGURE 21: RECEIVER MAP – WEST CENTRAL PROJECT AREA

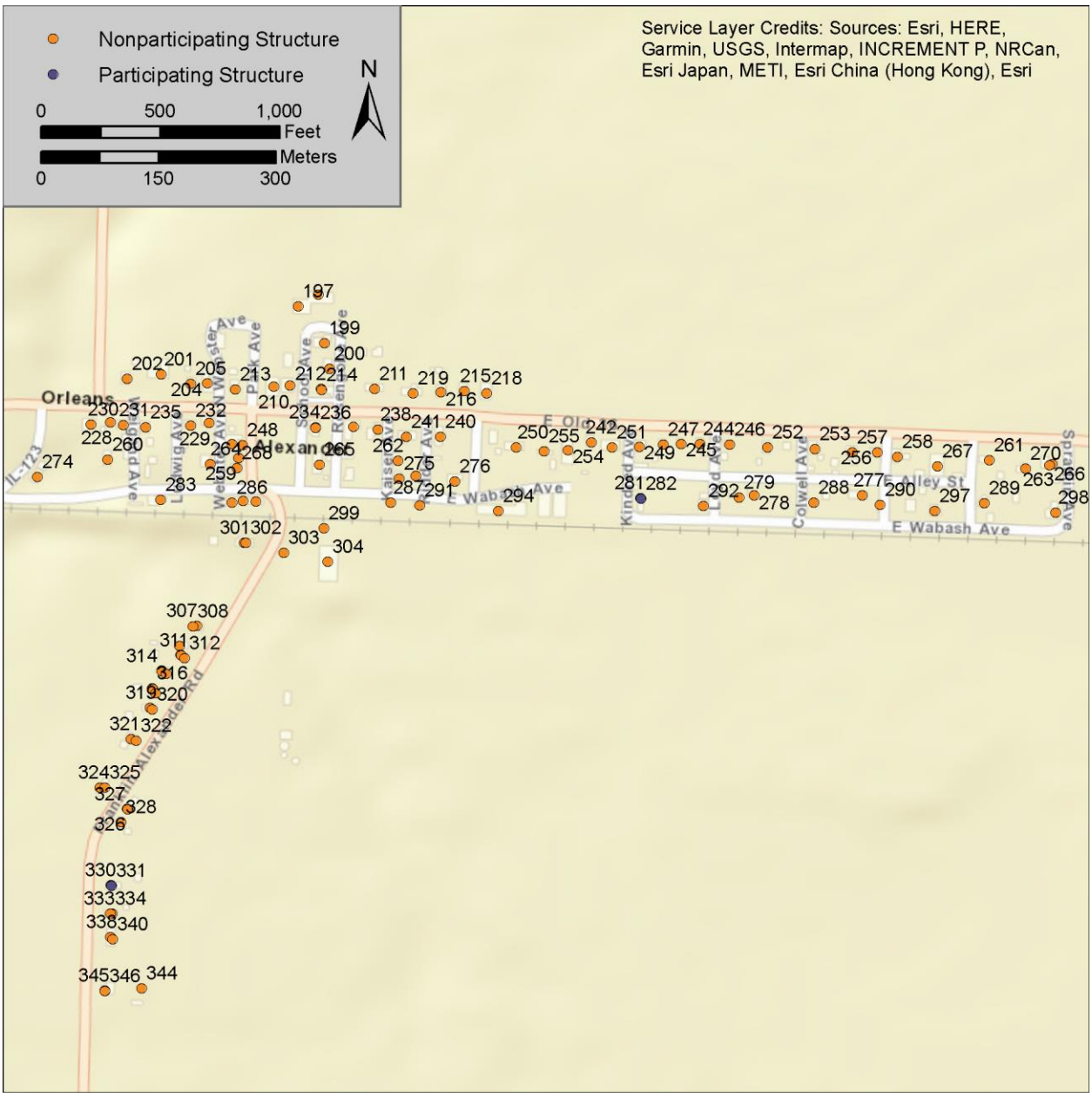


FIGURE 22: RECEIVER MAP –CENTRAL ALEXANDER AREA

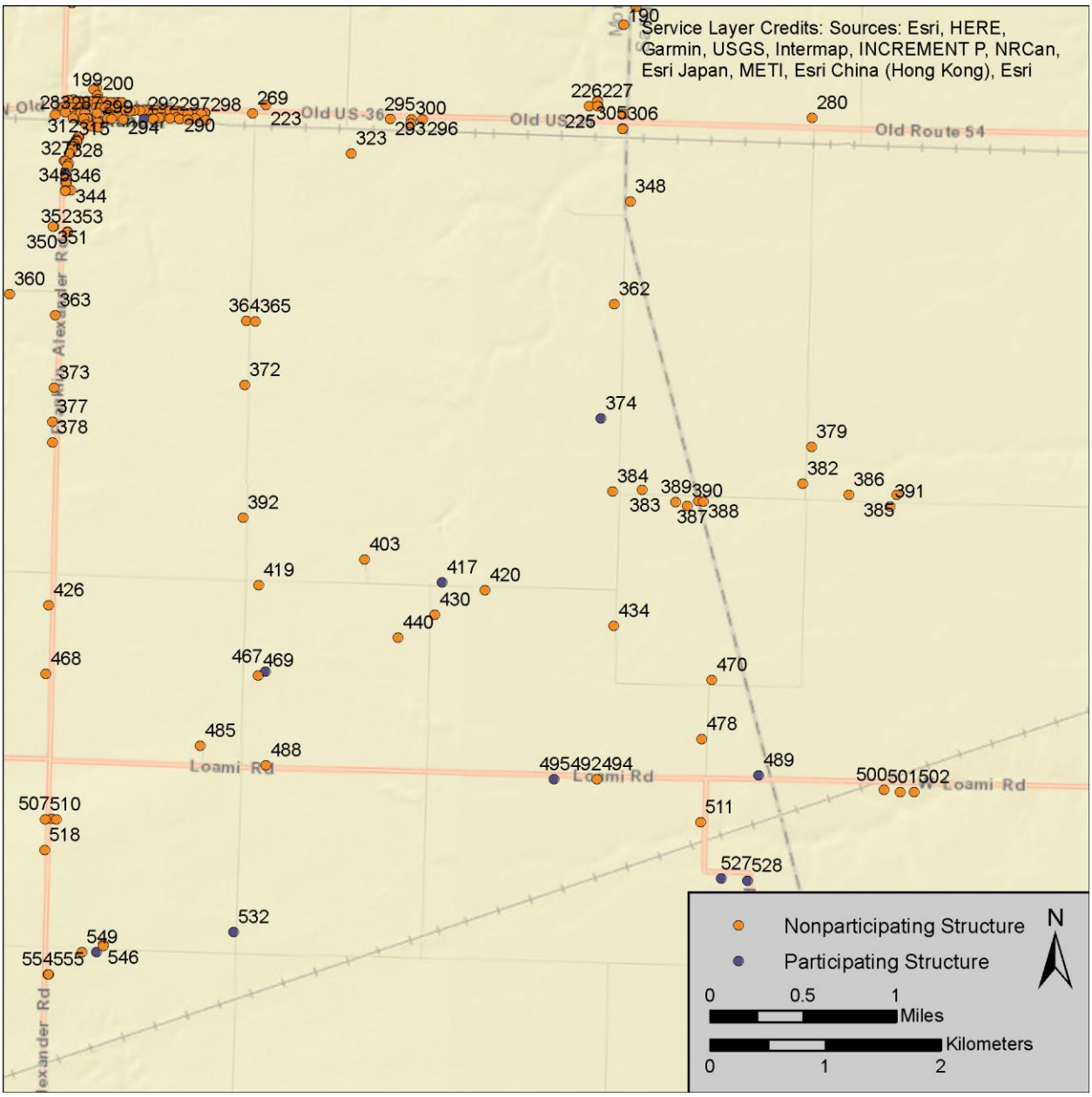


FIGURE 23: RECEIVER MAP – EAST CENTRAL PROJECT AREA

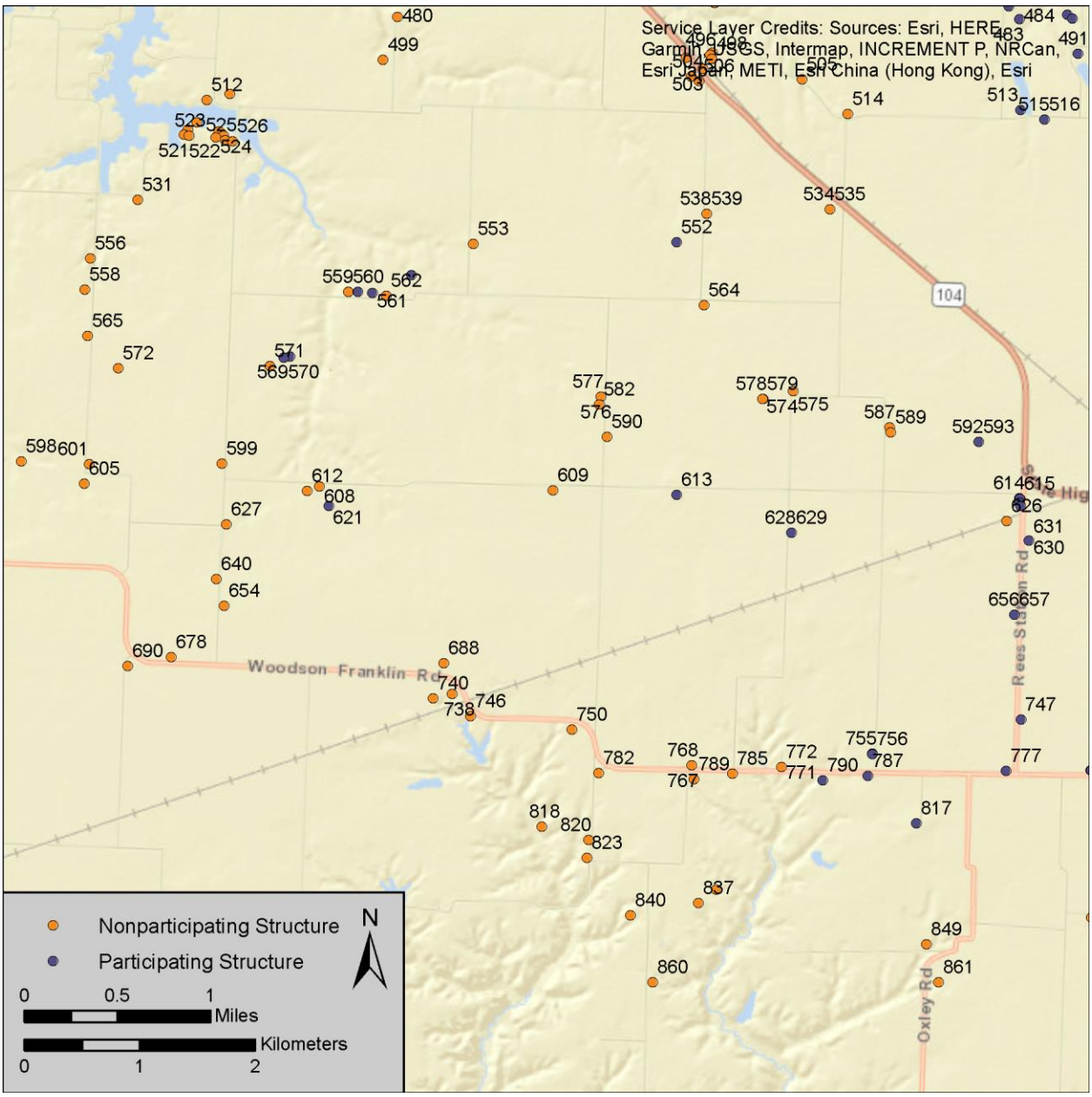


FIGURE 24: RECEIVER MAP – SOUTHWESTERN PROJECT AREA

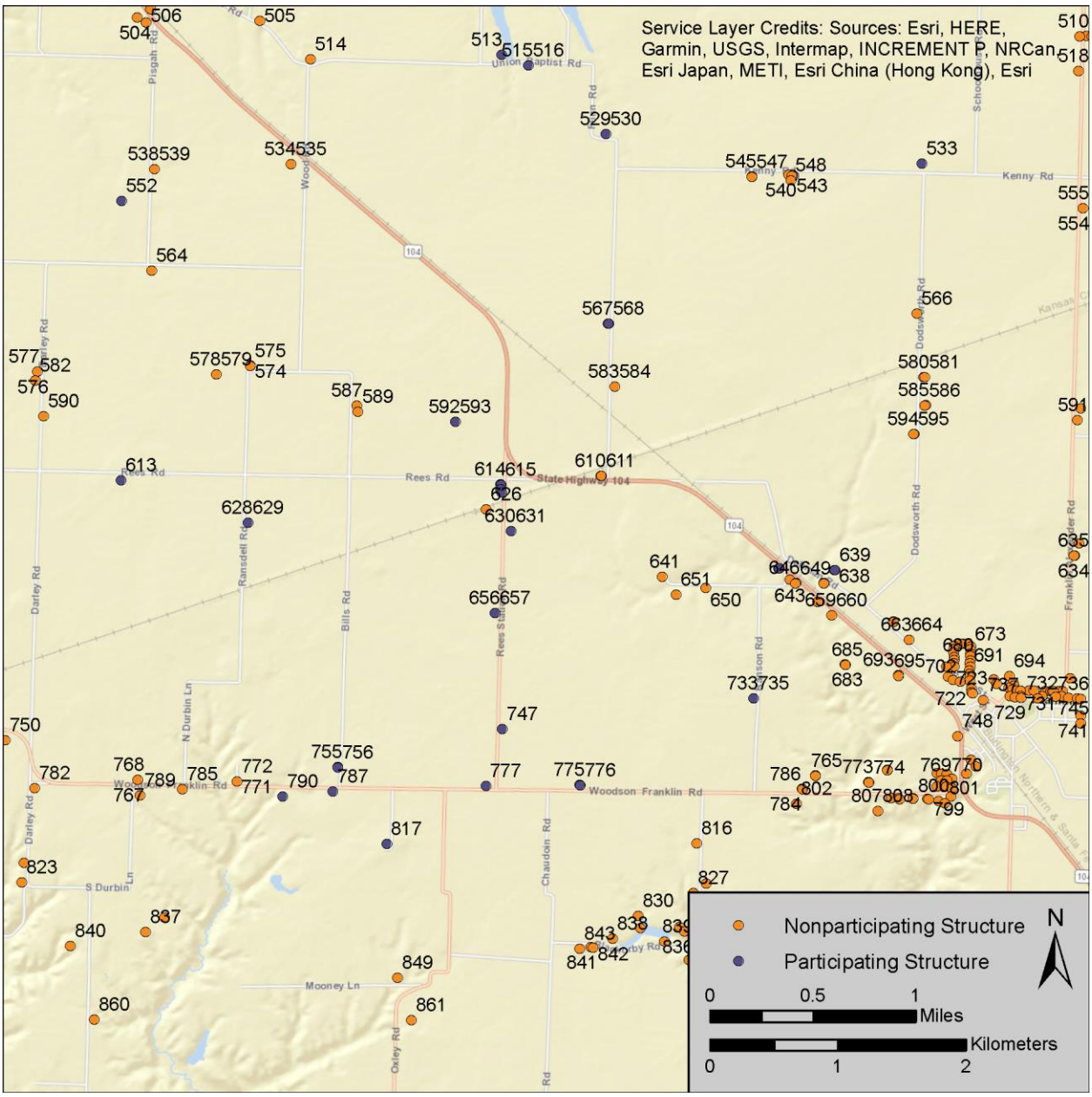


FIGURE 25: RECEIVER MAP – SOUTH CENTRAL PROJECT AREA

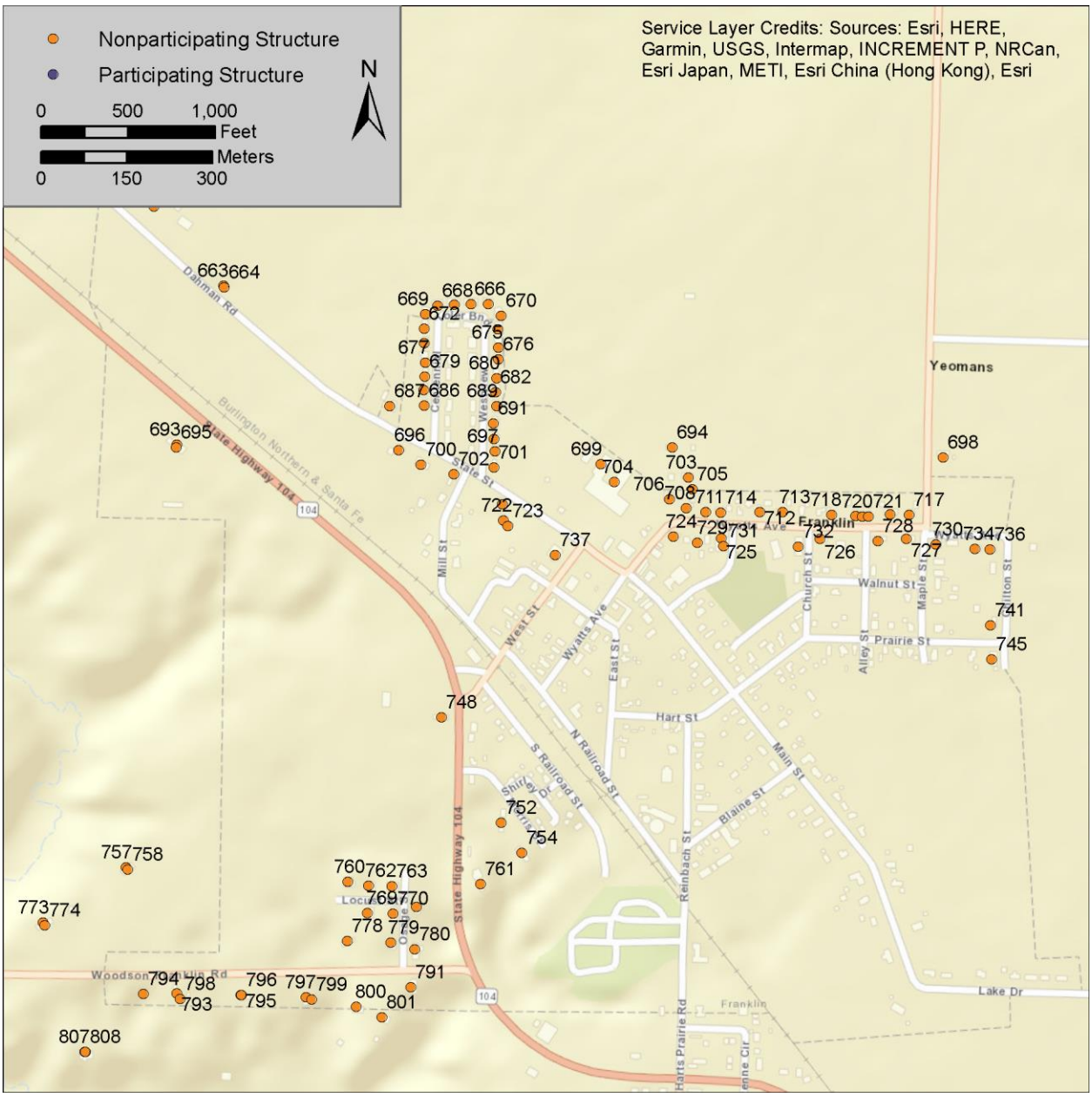


FIGURE 26: RECEIVER MAP – FRANKLIN AREA

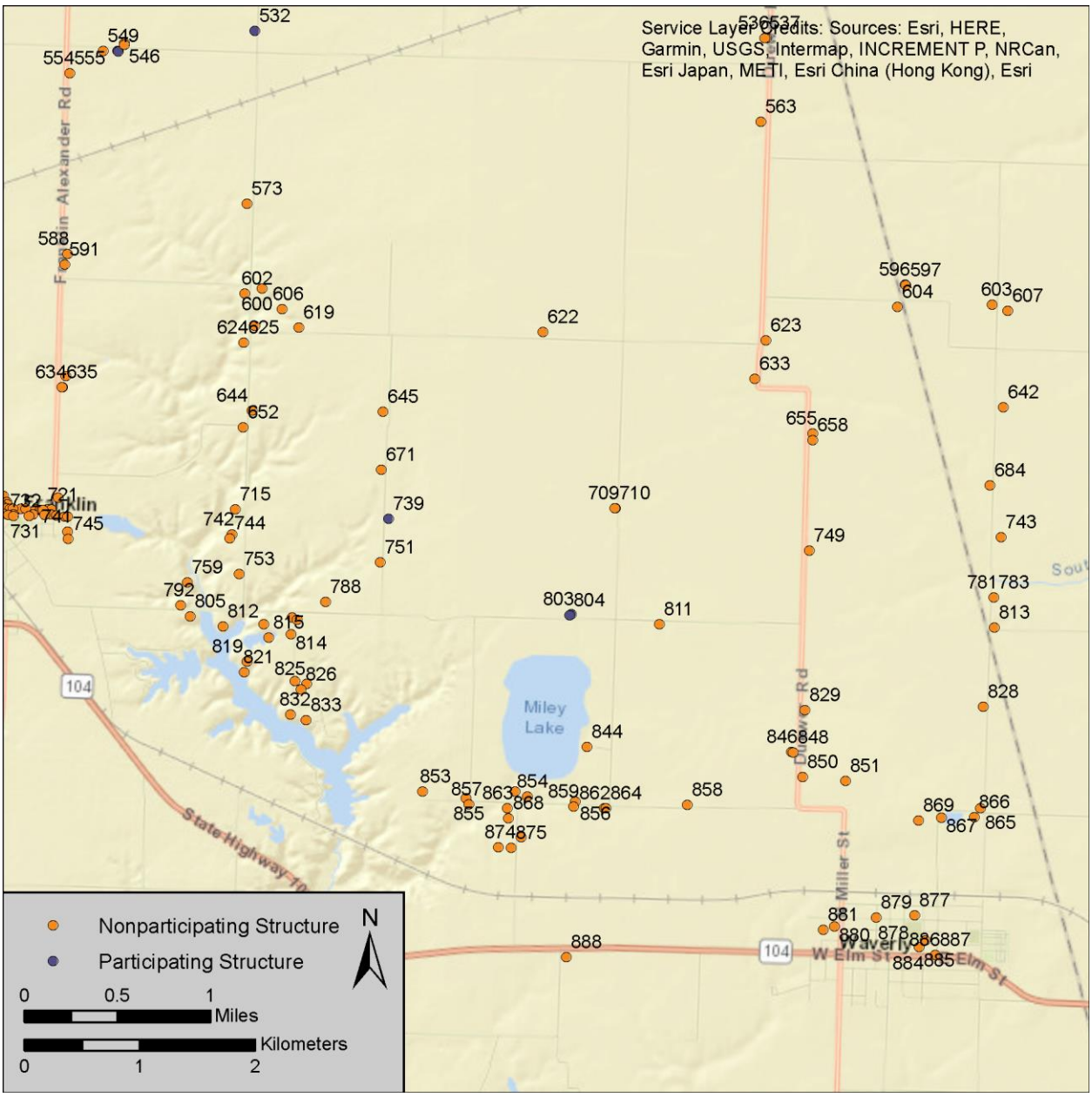


FIGURE 27: RECEIVER MAP – SOUTHEASTERN PROJECT AREA

TABLE 5: DISCRETE RECEIVER RESULTS (HIGHEST BUFFER RECEIVERS DENOTED WITH "B" PREFIX)

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B001	Nonpart.	55	52	41	32	26	19	0	0	0	31	4	233928	4410806	193
001	Nonpart.	55	52	41	32	26	19	0	0	0	31	4	233905	4410830	193
B002	Nonpart.	56	52	42	33	27	20	0	0	0	32	4	234832	4410531	195
002	Nonpart.	56	52	41	33	27	20	0	0	0	31	4	234809	4410554	195
B003	Nonpart.	57	53	42	34	28	22	0	0	0	32	4	234746	4410222	196
003	Nonpart.	57	53	42	34	28	22	1	0	0	32	4	234722	4410198	196
B004	Nonpart.	57	53	43	35	30	26	10	0	0	34	4	232700	4409958	195
004	Nonpart.	57	53	42	35	30	26	10	0	0	33	4	232677	4409981	195
B005	Nonpart.	56	52	41	32	25	18	0	0	0	30	4	246452	4409951	200
005	Nonpart.	56	52	41	32	25	18	0	0	0	30	4	246475	4409974	200
B006	Nonpart.	58	54	43	35	30	24	3	0	0	34	4	244457	4409941	197
006	Nonpart.	57	54	43	35	29	24	3	0	0	34	4	244457	4409974	197
B007	Nonpart.	58	54	43	35	28	22	0	0	0	33	4	236854	4409903	198
007	Nonpart.	57	53	43	34	28	21	0	0	0	33	4	236830	4409927	198
B008	Nonpart.	55	51	40	31	24	16	0	0	0	30	4	246959	4409883	201
008	Nonpart.	55	51	40	31	24	16	0	0	0	30	4	246959	4409916	201
B009	Nonpart.	55	51	40	31	24	16	0	0	0	30	4	247053	4409842	200
009	Nonpart.	55	51	40	31	24	16	0	0	0	29	4	247053	4409875	201
B010	Nonpart.	57	53	43	35	31	27	12	0	0	34	4	232780	4409819	195
010	Nonpart.	57	53	43	35	31	27	11	0	0	34	4	232780	4409852	195
B011	Nonpart.	56	53	42	33	27	21	0	0	0	32	4	245885	4409795	198
011	Nonpart.	56	52	42	33	27	20	0	0	0	32	4	245908	4409818	198
B012	Nonpart.	56	52	41	33	26	20	0	0	0	31	4	246118	4409793	200
012	Nonpart.	55	52	41	32	26	20	0	0	0	31	4	246141	4409817	200
B013	Nonpart.	56	52	42	33	27	20	0	0	0	32	4	246043	4409787	199
013	Nonpart.	56	52	41	33	27	20	0	0	0	31	4	246066	4409811	199
B014	Nonpart.	55	51	40	31	24	17	0	0	0	30	4	246947	4409762	200
014	Nonpart.	55	51	40	31	24	17	0	0	0	30	4	246924	4409786	200
B015	Nonpart.	55	51	40	31	24	17	0	0	0	30	4	246946	4409752	200
015	Nonpart.	55	51	40	31	24	17	0	0	0	30	4	246946	4409785	201
B016	Nonpart.	55	51	40	31	24	17	0	0	0	30	4	246910	4409741	200
016	Nonpart.	55	51	40	31	24	17	0	0	0	30	4	246910	4409774	200
B017	Nonpart.	56	52	42	33	27	20	0	0	0	32	4	246115	4409709	201

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
017	Nonpart.	56	52	41	33	27	20	0	0	0	31	4	246115	4409742	201
B018	Nonpart.	59	56	45	37	31	26	6	0	0	35	4	239822	4409676	199
018	Nonpart.	59	56	45	37	31	25	6	0	0	35	4	239799	4409700	199
B019	Nonpart.	58	54	44	36	31	26	8	0	0	34	4	234441	4409578	195
019	Nonpart.	55	52	44	35	30	25	8	0	0	33	4	234441	4409611	195
B020	Nonpart.	58	55	44	36	31	27	8	0	0	35	4	244508	4409514	200
020	Nonpart.	56	53	44	36	30	26	8	0	0	34	4	244508	4409547	200
B021	Nonpart.	59	55	44	36	30	24	4	0	0	34	4	236776	4409514	197
021	Nonpart.	58	54	44	35	30	24	4	0	0	34	4	236752	4409537	197
B022	Nonpart.	59	55	44	36	30	24	4	0	0	34	4	237137	4409505	197
022	Nonpart.	59	55	44	36	30	24	3	0	0	34	4	237114	4409528	197
B023	Nonpart.	58	54	44	36	31	27	10	0	0	35	4	234166	4409498	195
023	Nonpart.	58	54	44	36	31	26	9	0	0	35	4	234189	4409522	194
B024	Nonpart.	58	54	44	36	31	27	10	0	0	35	4	234087	4409472	196
024	Nonpart.	58	54	44	36	31	27	10	0	0	35	4	234087	4409505	195
B025	Nonpart.	60	56	46	37	32	27	9	0	0	36	4	239807	4409413	200
025	Nonpart.	60	56	45	37	32	27	9	0	0	36	4	239784	4409436	201
B026	Nonpart.	56	52	41	32	25	18	0	0	0	31	4	246908	4409363	202
026	Nonpart.	56	52	41	32	25	18	0	0	0	30	4	246931	4409386	202
B027	Nonpart.	61	57	47	39	35	31	15	0	0	38	4	241917	4409181	205
027	Nonpart.	60	57	47	39	34	30	14	0	0	38	4	241917	4409214	205
B028	Nonpart.	60	57	46	38	33	29	12	0	0	37	4	239904	4409165	199
028	Nonpart.	60	57	46	38	33	29	12	0	0	37	4	239881	4409188	199
B029	Nonpart.	60	57	46	38	33	29	12	0	0	37	4	239878	4409157	199
029	Nonpart.	60	57	46	38	33	29	12	0	0	37	4	239855	4409180	199
B030	Nonpart.	61	57	47	40	35	32	17	0	0	39	4	241120	4408978	202
030	Nonpart.	60	57	47	40	35	32	17	0	0	38	4	241097	4409002	202
B031	Nonpart.	57	54	44	37	32	30	17	0	0	36	4	230882	4408745	195
031	Nonpart.	57	54	44	36	32	29	17	0	0	35	4	230849	4408745	196
B032	Nonpart.	61	58	48	41	36	34	22	0	0	40	4	244297	4408552	195
032	Nonpart.	61	58	48	40	36	33	21	0	0	40	4	244297	4408585	195
B033	Nonpart.	61	57	47	39	34	31	19	0	0	38	4	235598	4408525	199
033	Nonpart.	60	57	47	39	34	31	19	0	0	38	4	235575	4408548	199
B034	Nonpart.	61	57	47	39	34	30	16	0	0	37	4	237634	4408435	199
034	Nonpart.	61	57	46	39	34	29	15	0	0	37	4	237611	4408458	199

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B035	Nonpart.	61	57	47	39	34	30	16	0	0	37	4	237637	4408434	199
035	Nonpart.	61	57	46	39	34	29	15	0	0	37	4	237614	4408457	199
B036	Part.	62	58	48	41	37	34	22	0	0	40	4	239504	4408292	199
036	Part.	62	58	48	41	37	33	21	0	0	40	4	239481	4408315	199
B037	Nonpart.	63	59	50	44	41	40	33	10	0	44	4	231646	4408237	194
037	Nonpart.	63	59	50	43	40	39	32	8	0	44	4	231622	4408261	195
B038	Part.	63	59	49	42	38	35	25	0	0	41	4	239526	4408035	199
038	Part.	63	59	49	42	38	35	25	0	0	41	4	239503	4408058	200
B039	Nonpart.	63	59	49	42	38	35	26	0	0	41	4	239382	4408017	199
039	Nonpart.	63	59	49	42	38	35	25	0	0	41	4	239382	4408050	200
B040	Part.	64	61	51	44	40	39	31	5	0	44	4	239478	4407574	199
040	Part.	64	60	51	44	40	38	30	4	0	44	4	239478	4407607	200
B041	Part.	64	61	51	44	41	39	32	8	0	44	4	239456	4407486	198
041	Part.	64	61	51	44	41	39	31	7	0	44	4	239456	4407519	199
B042	Nonpart.	64	61	51	44	41	40	34	13	0	45	4	236277	4407385	199
042	Nonpart.	64	61	51	44	41	39	33	11	0	44	4	236253	4407409	199
B043	Part.	65	61	52	45	42	40	33	11	0	45	4	239436	4407356	197
043	Part.	65	61	52	45	41	40	33	10	0	45	4	239459	4407379	198
B044	Part.	64	60	51	44	40	39	31	5	0	44	4	233739	4406955	199
044	Part.	64	60	51	44	40	38	30	3	0	43	4	233716	4406932	200
B045	Nonpart.	62	59	49	42	39	37	27	0	0	42	4	232509	4406903	197
045	Nonpart.	62	59	49	42	38	36	27	0	0	42	4	232509	4406870	197
B046	Nonpart.	65	62	52	45	42	41	34	14	0	46	4	235241	4406860	199
046	Nonpart.	65	62	52	45	42	40	34	13	0	45	4	235274	4406860	199
B047	Part.	65	61	52	45	42	40	33	12	0	45	4	239317	4406766	194
047	Part.	65	61	52	45	41	40	33	10	0	45	4	239341	4406742	194
B048	Nonpart.	61	58	48	42	38	35	25	0	0	41	4	232714	4406759	196
048	Nonpart.	62	58	49	42	38	35	24	0	0	41	4	232714	4406726	197
B049	Part.	64	61	52	45	41	40	32	10	0	45	4	239360	4406755	193
049	Part.	65	61	52	45	41	40	32	9	0	45	4	239360	4406722	194
B050	Nonpart.	62	58	48	41	38	35	25	0	0	41	4	232203	4406687	195
050	Nonpart.	61	58	48	41	38	35	25	0	0	41	4	232170	4406687	197
B051	Nonpart.	62	58	48	42	38	35	25	0	0	41	4	232587	4406691	196
051	Nonpart.	62	58	48	41	38	35	24	0	0	41	4	232587	4406658	197
B052	Nonpart.	62	58	48	42	38	35	24	0	0	41	4	232627	4406668	196

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		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
052	Nonpart.	62	58	48	41	38	35	24	0	0	41	4	232627	4406635	197
B053	Part.	64	60	51	44	40	38	29	2	0	43	4	236029	4406632	200
053	Part.	64	60	51	44	40	38	29	1	0	43	4	236006	4406609	201
B054	Nonpart.	64	61	51	45	41	39	30	1	0	44	4	235444	4406528	197
054	Nonpart.	64	61	51	45	41	39	30	0	0	44	4	235467	4406552	199
B055	Nonpart.	60	56	46	39	34	31	18	0	0	37	4	231516	4406256	193
055	Nonpart.	59	56	46	38	34	31	18	0	0	37	4	231516	4406223	193
B056	Nonpart.	59	56	46	38	34	31	18	0	0	37	4	231525	4406212	192
056	Nonpart.	59	56	46	38	34	31	18	0	0	37	4	231525	4406179	193
B057	Part.	64	60	51	44	39	37	26	0	0	43	4	239422	4406193	196
057	Part.	64	60	51	43	39	37	26	0	0	43	4	239422	4406160	196
B058	Nonpart.	63	59	50	44	40	38	30	3	0	43	4	233360	4405930	193
058	Nonpart.	63	60	50	44	40	38	30	3	0	43	4	233336	4405953	194
B059	Nonpart.	59	55	45	37	31	27	8	0	0	35	4	246420	4405926	199
059	Nonpart.	59	55	44	36	31	26	8	0	0	35	4	246453	4405926	199
B060	Nonpart.	59	55	45	37	31	27	8	0	0	35	4	246420	4405918	199
060	Nonpart.	59	55	44	36	31	26	8	0	0	35	4	246453	4405918	199
B061	Nonpart.	66	62	52	46	42	41	34	10	0	46	4	244335	4405910	201
061	Nonpart.	66	62	52	45	42	41	34	9	0	46	4	244368	4405910	201
B062	Nonpart.	62	58	48	41	36	33	21	0	0	40	4	245363	4405886	202
062	Nonpart.	62	58	48	41	36	33	21	0	0	40	4	245386	4405910	202
B063	Nonpart.	59	55	45	37	31	27	8	0	0	35	4	246426	4405909	199
063	Nonpart.	59	55	44	36	31	26	8	0	0	35	4	246459	4405909	199
B064	Nonpart.	66	62	52	46	42	41	34	9	0	46	4	244354	4405900	201
064	Nonpart.	65	62	52	45	42	41	34	9	0	45	4	244387	4405900	201
B065	Nonpart.	63	60	51	44	41	39	32	8	0	44	4	233340	4405791	194
065	Nonpart.	63	60	51	44	41	39	31	7	0	44	4	233340	4405824	195
B066	Nonpart.	58	54	43	35	30	24	3	0	0	34	4	246830	4405795	198
066	Nonpart.	58	54	43	35	29	24	3	0	0	34	4	246853	4405818	199
B067	Nonpart.	58	54	43	35	30	24	3	0	0	34	4	246816	4405791	198
067	Nonpart.	58	54	43	35	30	24	3	0	0	34	4	246840	4405815	199
B068	Nonpart.	61	58	48	41	38	36	27	0	0	41	4	232170	4405803	194
068	Nonpart.	60	57	48	41	37	35	27	0	0	40	4	232137	4405803	193
B069	Nonpart.	61	57	47	39	35	31	17	0	0	38	4	245690	4405771	201
069	Nonpart.	60	57	47	39	34	31	17	0	0	38	4	245714	4405794	201

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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B070	Nonpart.	60	57	47	40	36	34	24	0	0	39	4	231951	4405736	193
070	Nonpart.	60	56	47	40	36	34	24	0	0	39	4	231951	4405769	190
B071	Nonpart.	65	62	52	46	42	40	31	2	0	45	4	240294	4405775	206
071	Nonpart.	65	62	52	45	42	40	31	1	0	45	4	240270	4405752	207
B072	Nonpart.	58	54	44	36	30	25	6	0	0	34	4	246600	4405713	199
072	Nonpart.	58	54	44	36	30	25	5	0	0	34	4	246623	4405736	200
B073	Nonpart.	64	61	51	44	40	37	25	0	0	43	4	239629	4405708	199
073	Nonpart.	64	60	51	44	40	37	25	0	0	43	4	239605	4405732	200
B074	Nonpart.	62	58	48	42	38	36	28	2	0	41	4	232156	4405698	196
074	Nonpart.	61	57	48	41	38	36	28	0	0	41	4	232133	4405721	195
B075	Nonpart.	57	53	42	33	27	20	0	0	0	32	4	247515	4405701	200
075	Nonpart.	55	52	42	33	27	20	0	0	0	31	4	247548	4405701	199
B076	Nonpart.	64	60	50	43	39	36	25	0	0	42	4	238389	4405700	199
076	Nonpart.	64	60	50	43	39	36	25	0	0	42	4	238356	4405700	200
B077	Nonpart.	64	60	50	43	39	36	26	0	0	42	4	239113	4405663	200
077	Nonpart.	64	60	50	43	39	36	26	0	0	42	4	239089	4405686	201
B078	Nonpart.	64	60	50	43	39	36	27	3	0	42	4	238859	4405650	196
078	Nonpart.	64	60	50	43	39	36	26	2	0	42	4	238859	4405683	198
B079	Nonpart.	56	52	41	33	26	19	0	0	0	31	4	247715	4405703	197
079	Nonpart.	56	52	41	32	26	19	0	0	0	31	4	247692	4405680	197
B080	Nonpart.	57	53	43	35	29	23	0	0	0	33	4	247056	4405709	197
080	Nonpart.	57	53	43	35	29	23	0	0	0	33	4	247056	4405676	199
B081	Nonpart.	57	54	43	35	29	23	1	0	0	33	4	247016	4405670	196
081	Nonpart.	57	53	43	35	29	23	0	0	0	33	4	247049	4405670	199
B082	Part.	65	62	52	45	41	39	29	0	0	44	4	241900	4405659	201
082	Part.	65	62	52	45	41	39	29	0	0	44	4	241933	4405659	200
B083	Nonpart.	61	57	47	40	36	34	24	0	0	39	4	231901	4405646	195
083	Nonpart.	61	57	47	40	36	33	24	0	0	39	4	231868	4405646	194
B084	Nonpart.	59	55	45	37	31	27	8	0	0	35	4	246380	4405619	200
084	Nonpart.	58	54	44	36	31	26	8	0	0	35	4	246403	4405643	199
B085	Nonpart.	57	53	42	34	28	22	0	0	0	32	4	247270	4405603	200
085	Nonpart.	57	53	42	34	28	21	0	0	0	32	4	247294	4405626	200
B086	Part.	66	62	53	46	42	40	32	9	0	45	4	241533	4405592	202
086	Part.	66	62	53	46	42	40	32	8	0	45	4	241556	4405615	202
B087	Nonpart.	57	53	42	34	28	22	0	0	0	32	4	247269	4405590	200

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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
087	Nonpart.	57	53	42	34	28	21	0	0	0	32	4	247292	4405613	200
B088	Nonpart.	58	55	44	36	31	25	6	0	0	35	4	246583	4405588	199
088	Nonpart.	58	54	44	36	30	25	6	0	0	34	4	246606	4405611	198
B089	Nonpart.	58	54	44	36	31	25	6	0	0	35	4	246588	4405602	199
089	Nonpart.	57	54	44	36	30	25	5	0	0	34	4	246621	4405602	198
B090	Nonpart.	66	63	53	46	42	41	33	5	0	46	4	243183	4405569	203
090	Nonpart.	66	63	53	46	42	41	33	6	0	46	4	243183	4405536	203
B091	Nonpart.	66	62	53	46	42	41	33	5	0	46	4	243106	4405566	203
091	Nonpart.	66	62	53	46	42	41	32	5	0	46	4	243106	4405533	204
B092	Nonpart.	64	60	50	43	39	36	26	0	0	42	4	237864	4405451	197
092	Nonpart.	63	59	50	43	39	36	25	0	0	42	4	237887	4405474	196
B093	Nonpart.	58	54	44	35	30	24	4	0	0	34	4	246751	4405506	198
093	Nonpart.	58	54	44	35	30	24	4	0	0	34	4	246751	4405473	199
B094	Nonpart.	64	60	51	44	39	37	27	0	0	43	4	238107	4405416	199
094	Nonpart.	64	60	51	44	39	37	27	0	0	43	4	238140	4405416	198
B095	Nonpart.	64	60	51	44	40	37	27	0	0	43	4	238084	4405373	198
095	Nonpart.	64	61	51	44	40	37	27	0	0	43	4	238084	4405406	200
B096	Nonpart.	64	61	51	44	40	37	27	0	0	43	4	238058	4405366	199
096	Nonpart.	64	60	51	44	40	37	27	0	0	43	4	238034	4405390	199
B097	Nonpart.	64	61	51	44	40	37	28	0	0	43	4	237987	4405339	199
097	Nonpart.	64	61	51	44	40	37	27	0	0	43	4	237987	4405372	199
B098	Part.	64	61	51	44	40	38	29	0	0	43	4	238060	4405268	199
098	Part.	64	61	51	44	40	38	28	0	0	43	4	238060	4405301	199
B099	Nonpart.	65	62	52	45	41	39	30	2	0	44	4	241858	4405202	199
099	Nonpart.	65	62	52	45	41	39	29	1	0	44	4	241881	4405225	200
B100	Nonpart.	62	58	49	42	38	37	30	5	0	42	4	232215	4404998	194
100	Nonpart.	62	58	48	42	38	36	29	4	0	41	4	232192	4404975	193
B101	Nonpart.	62	58	49	42	38	37	29	5	0	42	4	232203	4404992	194
101	Nonpart.	62	58	48	42	38	36	29	3	0	41	4	232180	4404968	193
B102	Nonpart.	66	62	53	46	42	41	35	15	0	46	4	237488	4404903	200
102	Nonpart.	66	62	53	46	42	41	34	14	0	46	4	237511	4404926	200
B103	Nonpart.	66	62	53	46	42	41	35	15	0	46	4	237489	4404903	200
103	Nonpart.	66	62	53	46	42	41	34	14	0	46	4	237512	4404926	199
B104	Nonpart.	65	62	52	45	41	39	31	3	0	45	4	241860	4404775	201
104	Nonpart.	65	62	52	45	41	39	31	2	0	44	4	241883	4404798	201

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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B105	Nonpart.	66	62	53	46	42	41	34	12	0	46	4	239252	4404673	200
105	Nonpart.	66	62	53	46	42	40	33	12	0	46	4	239276	4404697	199
B106	Nonpart.	56	52	41	32	25	18	0	0	0	31	4	247837	4404657	200
106	Nonpart.	56	52	41	32	25	18	0	0	0	31	4	247860	4404680	201
B107	Nonpart.	66	62	53	46	43	41	34	13	0	46	4	234339	4404682	197
107	Nonpart.	65	62	52	46	42	41	33	12	0	46	4	234316	4404658	197
B108	Nonpart.	57	53	42	33	27	20	0	0	0	32	4	247430	4404614	200
108	Nonpart.	57	53	42	33	27	20	0	0	0	32	4	247454	4404637	200
B109	Part.	65	62	52	46	42	40	33	11	0	45	4	234303	4404655	197
109	Part.	65	62	52	45	42	40	32	10	0	45	4	234280	4404631	198
B110	Nonpart.	57	53	42	34	28	22	2	0	0	32	4	230413	4404630	189
110	Nonpart.	56	52	42	33	27	21	1	0	0	32	4	230380	4404630	191
B111	Part.	65	62	52	45	41	39	31	3	0	45	4	241872	4404595	202
111	Part.	65	62	52	45	41	39	31	3	0	45	4	241872	4404628	202
B112	Nonpart.	61	57	48	41	37	35	26	0	0	40	4	232767	4404394	194
112	Nonpart.	61	58	48	41	37	34	25	0	0	40	4	232743	4404371	195
B113	Nonpart.	61	57	48	41	37	35	26	0	0	40	4	232771	4404394	194
113	Nonpart.	61	58	48	41	37	34	25	0	0	40	4	232748	4404371	195
B114	Nonpart.	57	54	44	35	30	24	4	0	0	34	4	246600	4404371	199
114	Nonpart.	51	49	43	35	28	23	2	0	0	32	4	246600	4404338	198
B115	Nonpart.	60	56	46	39	34	31	20	0	0	38	4	232092	4404343	199
115	Nonpart.	60	56	46	38	34	31	20	0	0	37	4	232068	4404320	198
B116	Nonpart.	60	56	46	38	34	31	19	0	0	37	4	232020	4404347	198
116	Nonpart.	60	56	46	38	34	30	19	0	0	37	4	232020	4404314	199
B117	Nonpart.	61	58	48	41	37	34	25	0	0	40	4	232882	4404343	197
117	Nonpart.	62	58	48	41	37	34	24	0	0	40	4	232882	4404310	198
B118	Nonpart.	61	58	48	41	37	34	25	0	0	40	4	232885	4404338	197
118	Nonpart.	62	58	48	41	37	34	24	0	0	40	4	232885	4404305	198
B119	Nonpart.	58	55	44	36	31	26	12	0	0	35	4	231363	4404307	202
119	Nonpart.	58	54	44	36	31	26	11	0	0	35	4	231340	4404283	202
B120	Nonpart.	56	52	41	33	26	20	0	0	0	31	4	230179	4404281	190
120	Nonpart.	56	52	41	33	26	20	0	0	0	31	4	230146	4404281	191
B121	Nonpart.	58	55	44	36	31	26	12	0	0	35	4	231377	4404312	202
121	Nonpart.	58	55	44	36	31	26	11	0	0	35	4	231377	4404279	202
B122	Nonpart.	57	53	42	34	28	22	2	0	0	32	4	230534	4404295	192

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
122	Nonpart.	57	53	42	34	28	21	1	0	0	32	4	230511	4404271	191
B123	Nonpart.	54	51	41	32	26	20	0	0	0	30	4	230358	4404285	188
123	Nonpart.	50	47	39	30	24	18	0	0	0	28	4	230334	4404262	186
B124	Nonpart.	56	53	42	33	27	20	0	0	0	32	4	230203	4404281	188
124	Nonpart.	56	52	41	33	26	20	0	0	0	31	4	230226	4404257	186
B125	Nonpart.	57	53	42	34	28	21	1	0	0	32	4	230518	4404273	191
125	Nonpart.	57	53	42	34	28	21	1	0	0	32	4	230495	4404249	191
B126	Nonpart.	56	52	41	33	26	19	0	0	0	31	4	230115	4404190	189
126	Nonpart.	55	51	41	32	26	19	0	0	0	31	4	230148	4404190	190
B127	Nonpart.	56	53	42	33	26	20	0	0	0	31	4	230199	4404184	189
127	Nonpart.	56	52	41	33	26	19	0	0	0	31	4	230166	4404184	190
B128	Nonpart.	56	52	41	32	25	17	0	0	0	30	4	229769	4404155	192
128	Nonpart.	56	52	41	32	25	17	0	0	0	30	4	229769	4404122	192
B129	Nonpart.	66	62	52	46	42	40	33	11	0	45	4	241891	4404096	202
129	Nonpart.	66	62	52	46	42	40	32	9	0	45	4	241867	4404120	202
B130	Nonpart.	58	54	43	35	29	23	2	0	0	33	4	246686	4404065	200
130	Nonpart.	58	54	43	35	29	23	2	0	0	33	4	246710	4404088	200
B131	Nonpart.	59	55	45	37	32	28	12	0	0	36	4	245936	4404044	199
131	Nonpart.	59	55	45	37	32	28	11	0	0	36	4	245960	4404068	201
B132	Nonpart.	57	54	43	35	29	23	2	0	0	33	4	246749	4404044	200
132	Nonpart.	57	54	43	35	29	23	1	0	0	33	4	246773	4404067	200
B133	Nonpart.	66	62	53	46	42	41	34	9	0	46	4	241573	4404059	203
133	Nonpart.	66	62	52	46	42	41	33	8	0	46	4	241606	4404059	203
B134	Nonpart.	57	54	43	35	29	23	2	0	0	33	4	246751	4404059	200
134	Nonpart.	57	54	43	35	29	23	1	0	0	33	4	246784	4404059	200
B135	Nonpart.	58	54	43	35	29	23	5	0	0	33	4	230970	4404066	195
135	Nonpart.	58	54	43	35	29	23	5	0	0	33	4	230947	4404042	195
B136	Nonpart.	58	54	43	35	29	24	3	0	0	34	4	246601	4403991	201
136	Nonpart.	57	54	43	35	29	24	3	0	0	33	4	246624	4404015	200
B137	Nonpart.	57	53	42	33	27	20	0	0	0	32	4	230303	4403979	190
137	Nonpart.	56	52	42	33	26	19	0	0	0	31	4	230280	4403956	191
B138	Nonpart.	55	51	40	31	24	15	0	0	0	30	4	229361	4403988	192
138	Nonpart.	55	51	40	31	24	15	0	0	0	30	4	229361	4403955	192
B139	Nonpart.	55	51	40	31	24	15	0	0	0	30	4	229361	4403988	192
139	Nonpart.	55	51	40	31	24	15	0	0	0	30	4	229361	4403955	192

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B140	Nonpart.	56	52	41	32	25	17	0	0	0	31	4	247809	4403931	201
140	Nonpart.	56	52	41	32	25	17	0	0	0	31	4	247809	4403898	201
B141	Nonpart.	56	52	41	32	25	17	0	0	0	31	4	247801	4403874	201
141	Nonpart.	56	52	41	32	25	17	0	0	0	30	4	247824	4403898	201
B142	Nonpart.	56	52	41	32	25	17	0	0	0	31	4	247806	4403898	201
142	Nonpart.	56	52	41	32	25	17	0	0	0	30	4	247839	4403898	201
B143	Nonpart.	62	58	48	41	37	35	24	0	0	41	4	244951	4403882	201
143	Nonpart.	62	58	48	41	37	35	24	0	0	40	4	244984	4403882	202
B144	Nonpart.	57	54	43	35	29	23	2	0	0	33	4	246697	4403884	200
144	Nonpart.	57	54	43	35	29	23	2	0	0	33	4	246697	4403851	200
B145	Nonpart.	65	61	52	45	42	40	33	11	0	45	4	244256	4403687	201
145	Nonpart.	64	60	51	45	41	39	32	9	0	44	4	244280	4403663	200
B146	Nonpart.	56	52	41	32	25	17	0	0	0	30	4	247785	4403658	199
146	Nonpart.	56	52	41	32	25	17	0	0	0	30	4	247818	4403658	200
B147	Nonpart.	56	52	41	32	25	17	0	0	0	30	4	247832	4403683	200
147	Nonpart.	56	52	41	31	25	17	0	0	0	30	4	247832	4403650	200
B148	Nonpart.	64	60	51	44	41	39	31	6	0	44	4	244319	4403605	199
148	Nonpart.	63	59	51	44	40	38	30	5	0	43	4	244342	4403582	200
B149	Nonpart.	62	59	49	42	38	36	25	0	0	41	4	244681	4403580	197
149	Nonpart.	62	59	49	42	38	35	25	0	0	41	4	244714	4403580	199
B150	Nonpart.	64	61	51	45	41	39	32	9	0	44	4	244253	4403596	201
150	Nonpart.	64	61	51	44	41	39	31	7	0	44	4	244277	4403573	202
B151	Nonpart.	65	61	52	45	42	40	33	11	0	45	4	244174	4403584	202
151	Nonpart.	65	61	51	45	41	39	32	10	0	44	4	244198	4403561	203
B152	Part.	66	62	53	46	43	41	33	8	0	46	4	236160	4403574	196
152	Part.	66	62	53	46	42	41	33	7	0	46	4	236160	4403541	197
B153	Nonpart.	58	54	44	36	30	25	5	0	0	34	4	246263	4403507	201
153	Nonpart.	58	54	44	36	30	25	5	0	0	34	4	246286	4403530	201
B154	Nonpart.	66	62	52	45	42	40	31	2	0	45	4	237514	4403521	198
154	Nonpart.	66	62	52	45	42	40	31	3	0	45	4	237514	4403488	198
B155	Part.	64	61	51	45	41	39	32	9	0	44	4	244160	4403509	202
155	Part.	64	61	51	44	41	39	31	8	0	44	4	244184	4403485	202
B156	Nonpart.	60	56	46	38	33	29	13	0	0	37	4	245603	4403495	201
156	Nonpart.	59	56	45	38	33	29	13	0	0	36	4	245627	4403471	203
B157	Nonpart.	63	59	50	43	39	37	27	0	0	42	4	244439	4403470	201

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
157	Nonpart.	63	59	49	43	39	36	27	0	0	42	4	244462	4403447	202
B158	Nonpart.	57	53	42	33	27	20	0	0	0	32	4	247069	4403426	201
158	Nonpart.	56	53	42	33	27	20	0	0	0	32	4	247102	4403426	202
B159	Nonpart.	56	52	41	32	25	17	0	0	0	30	4	247652	4403431	197
159	Nonpart.	56	52	41	32	25	17	0	0	0	30	4	247652	4403398	199
B160	Nonpart.	65	62	52	45	42	40	32	6	0	45	4	237336	4403273	198
160	Nonpart.	65	62	52	45	42	40	32	5	0	45	4	237336	4403306	199
B161	Nonpart.	65	61	52	45	42	40	32	8	0	45	4	237412	4403272	193
161	Nonpart.	65	61	52	45	42	40	32	6	0	45	4	237389	4403296	195
B162	Nonpart.	65	61	52	45	41	40	32	6	0	45	4	239449	4403292	204
162	Nonpart.	65	61	52	45	41	39	31	4	0	44	4	239472	4403269	205
B163	Nonpart.	66	63	53	46	42	41	35	15	0	46	4	237654	4403238	200
163	Nonpart.	66	62	53	46	42	41	34	13	0	46	4	237631	4403261	200
B164	Nonpart.	63	59	50	43	39	37	27	0	0	42	4	244268	4403284	198
164	Nonpart.	62	59	49	43	39	36	27	0	0	42	4	244291	4403260	200
B165	Part.	66	62	52	46	42	41	34	11	0	46	4	242947	4403257	202
165	Part.	65	62	52	46	42	40	33	10	0	45	4	242947	4403224	202
B166	Part.	65	62	52	46	42	41	33	11	0	45	4	242939	4403241	202
166	Part.	65	62	52	45	42	40	33	10	0	45	4	242939	4403208	202
B167	Nonpart.	64	61	51	44	41	39	30	4	0	44	4	243804	4403210	201
167	Nonpart.	63	60	51	44	40	38	30	3	0	43	4	243827	4403187	201
B168	Nonpart.	63	60	50	43	40	38	29	2	0	43	4	243996	4403207	201
168	Nonpart.	63	60	50	43	40	37	28	0	0	43	4	244019	4403183	201
B169	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	231008	4403146	197
169	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	230975	4403146	197
B170	Nonpart.	65	61	51	45	41	39	31	10	0	44	4	241767	4403173	204
170	Nonpart.	65	61	51	44	41	39	31	8	0	44	4	241767	4403140	204
B171	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	232218	4403096	196
171	Nonpart.	56	52	44	36	29	24	4	0	0	34	4	232218	4403063	195
B172	Part.	65	61	51	44	41	38	30	6	0	44	4	241783	4403054	205
172	Part.	64	61	51	44	40	38	30	5	0	44	4	241760	4403031	205
B173	Nonpart.	65	62	52	46	42	41	34	13	0	46	4	236195	4402878	199
173	Nonpart.	65	62	52	45	42	40	33	12	0	45	4	236162	4402878	200
B174	Nonpart.	65	62	52	46	42	41	34	13	0	46	4	236192	4402878	199
174	Nonpart.	65	62	52	45	42	40	33	12	0	45	4	236159	4402878	200

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B175	Nonpart.	58	55	44	35	29	23	1	0	0	34	4	231844	4402817	196
175	Nonpart.	57	53	44	35	29	23	1	0	0	33	4	231821	4402840	195
B176	Nonpart.	58	55	44	35	29	23	1	0	0	34	4	231818	4402813	197
176	Nonpart.	56	52	44	35	29	22	0	0	0	33	4	231785	4402813	196
B177	Nonpart.	65	61	52	45	41	39	32	8	0	44	4	236058	4402778	200
177	Nonpart.	65	61	51	45	41	39	31	6	0	44	4	236025	4402778	200
B178	Nonpart.	58	55	44	35	29	23	1	0	0	34	4	231818	4402794	196
178	Nonpart.	55	52	44	35	28	22	0	0	0	33	4	231795	4402770	196
B179	Nonpart.	57	54	44	35	29	23	0	0	0	33	4	231813	4402680	197
179	Nonpart.	57	54	43	35	29	23	0	0	0	33	4	231790	4402703	196
B180	Nonpart.	58	55	44	35	29	23	0	0	0	34	4	231834	4402668	197
180	Nonpart.	58	55	44	35	29	23	0	0	0	34	4	231810	4402645	197
B181	Nonpart.	58	55	44	35	29	23	0	0	0	34	4	231832	4402657	197
181	Nonpart.	58	55	44	35	29	23	0	0	0	34	4	231808	4402633	197
B182	Nonpart.	59	55	44	36	30	24	1	0	0	34	4	232043	4402656	198
182	Nonpart.	59	55	44	36	30	23	1	0	0	34	4	232043	4402623	198
B183	Nonpart.	63	59	50	42	38	36	25	0	0	42	4	239351	4402621	202
183	Nonpart.	62	59	50	42	38	35	24	0	0	41	4	239384	4402621	201
B184	Nonpart.	60	56	45	37	31	26	5	0	0	36	4	232783	4402643	196
184	Nonpart.	59	56	45	37	31	26	5	0	0	36	4	232783	4402610	196
B185	Nonpart.	60	56	45	37	31	26	5	0	0	36	4	232785	4402642	196
185	Nonpart.	59	56	45	37	31	26	5	0	0	36	4	232785	4402609	196
B186	Nonpart.	63	60	50	42	38	35	24	0	0	42	4	239341	4402580	202
186	Nonpart.	63	60	50	42	38	35	24	0	0	41	4	239364	4402557	202
B187	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	231194	4402525	192
187	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	231171	4402548	196
B188	Nonpart.	61	57	47	40	35	32	18	0	0	38	4	244218	4402523	201
188	Nonpart.	61	57	47	40	35	31	18	0	0	38	4	244251	4402523	202
B189	Nonpart.	58	54	44	35	29	22	0	0	0	34	4	231687	4402470	198
189	Nonpart.	58	54	44	35	29	22	0	0	0	34	4	231687	4402437	199
B190	Nonpart.	61	57	47	39	35	31	17	0	0	38	4	244114	4402370	201
190	Nonpart.	61	57	47	39	35	31	17	0	0	38	4	244147	4402370	202
B191	Nonpart.	57	53	42	33	26	18	0	0	0	32	4	230481	4402307	197
191	Nonpart.	56	52	42	33	26	18	0	0	0	31	4	230504	4402331	196
B192	Nonpart.	57	53	42	33	26	19	0	0	0	32	4	230519	4402286	198

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
192	Nonpart.	57	53	42	33	26	19	0	0	0	32	4	230496	4402263	199
B193	Nonpart.	60	56	46	37	32	26	6	0	0	36	4	232941	4402129	201
193	Nonpart.	60	56	45	37	32	26	6	0	0	36	4	232918	4402105	201
B194	Nonpart.	64	60	50	42	38	37	31	5	0	42	4	234930	4401942	202
194	Nonpart.	64	60	50	42	38	37	30	4	0	42	4	234897	4401942	202
B195	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239556	4401845	205
195	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239579	4401822	206
B196	Part.	58	54	43	35	28	22	0	0	0	33	4	231280	4401839	202
196	Part.	58	54	43	35	28	22	0	0	0	33	4	231256	4401816	202
B197	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239553	4401841	205
197	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239553	4401808	206
B198	Nonpart.	62	58	48	40	35	32	20	0	0	39	4	234145	4401797	201
198	Nonpart.	62	58	48	40	35	32	20	0	0	39	4	234122	4401774	201
B199	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239587	4401794	206
199	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239587	4401761	206
B200	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239593	4401761	206
200	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239593	4401728	206
B201	Nonpart.	62	58	48	40	36	32	17	0	0	39	4	239378	4401753	205
201	Nonpart.	62	59	48	40	36	32	17	0	0	39	4	239378	4401720	205
B202	Nonpart.	62	59	48	40	36	32	17	0	0	39	4	239358	4401738	205
202	Nonpart.	61	58	48	40	35	32	17	0	0	39	4	239334	4401715	204
B203	Nonpart.	60	56	46	38	33	29	13	0	0	36	4	243920	4401745	202
203	Nonpart.	60	56	46	38	33	28	13	0	0	36	4	243920	4401712	203
B204	Nonpart.	62	59	48	40	35	31	17	0	0	39	4	239413	4401733	205
204	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239437	4401709	205
B205	Nonpart.	62	59	48	40	35	31	17	0	0	39	4	239416	4401741	205
205	Nonpart.	62	58	48	40	35	31	17	0	0	39	4	239416	4401708	205
B206	Nonpart.	66	62	52	45	41	41	36	14	0	46	4	236076	4401684	205
206	Nonpart.	65	62	52	45	41	41	35	12	0	45	4	236099	4401707	205
B207	Nonpart.	60	56	46	38	33	29	13	0	0	36	4	243920	4401740	202
207	Nonpart.	60	56	46	38	33	28	13	0	0	36	4	243920	4401707	203
B208	Nonpart.	66	62	52	45	41	41	36	14	0	46	4	236076	4401683	205
208	Nonpart.	65	62	52	45	41	41	35	12	0	45	4	236099	4401707	205
B209	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239519	4401730	206
209	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239543	4401706	206

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B210	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239522	4401738	206
210	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239522	4401705	206
B211	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239651	4401735	206
211	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239651	4401702	206
B212	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239582	4401735	206
212	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239582	4401702	206
B213	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239473	4401735	205
213	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239473	4401702	206
B214	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239583	4401734	206
214	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239583	4401701	206
B215	Nonpart.	62	58	48	40	35	30	14	0	0	39	4	239765	4401732	206
215	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239765	4401699	206
B216	Nonpart.	62	58	48	40	35	30	14	0	0	39	4	239736	4401731	206
216	Nonpart.	62	58	48	40	35	30	14	0	0	39	4	239736	4401698	206
B217	Nonpart.	65	61	51	44	40	39	30	0	0	44	4	236904	4401730	203
217	Nonpart.	65	61	51	44	40	39	30	0	0	44	4	236904	4401697	203
B218	Nonpart.	62	58	48	40	35	30	14	0	0	39	4	239771	4401720	206
218	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239794	4401696	206
B219	Nonpart.	62	58	48	40	35	31	14	0	0	39	4	239700	4401729	206
219	Nonpart.	62	58	48	40	35	30	14	0	0	39	4	239700	4401696	206
B220	Nonpart.	65	61	51	44	40	38	30	0	0	44	4	236596	4401722	203
220	Nonpart.	65	61	51	44	40	38	30	0	0	44	4	236596	4401689	203
B221	Nonpart.	60	56	46	38	32	27	10	0	0	36	4	233088	4401704	197
221	Nonpart.	60	56	46	38	32	27	10	0	0	36	4	233065	4401681	198
B222	Nonpart.	60	56	46	38	32	27	9	0	0	36	4	233066	4401713	198
222	Nonpart.	60	56	46	38	32	27	10	0	0	36	4	233066	4401680	198
B223	Nonpart.	62	58	48	40	36	32	21	0	0	39	4	241046	4401707	207
223	Nonpart.	62	58	48	40	36	32	21	0	0	39	4	241046	4401674	207
B224	Part.	65	61	52	45	41	40	32	7	0	45	4	237233	4401667	204
224	Part.	65	61	52	45	41	40	32	6	0	45	4	237200	4401667	202
B225	Nonpart.	60	56	46	38	33	29	13	0	0	36	4	243845	4401698	202
225	Nonpart.	60	56	46	38	33	29	13	0	0	37	4	243845	4401665	204
B226	Nonpart.	60	56	46	38	33	28	13	0	0	36	4	243924	4401697	204
226	Nonpart.	60	56	46	38	33	28	12	0	0	36	4	243924	4401664	204
B227	Nonpart.	60	56	46	38	33	28	13	0	0	36	4	243920	4401697	203

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
227	Nonpart.	60	56	46	38	33	28	12	0	0	36	4	243920	4401664	204
B228	Nonpart.	62	58	48	40	35	31	17	0	0	39	4	239336	4401636	204
228	Nonpart.	62	58	48	40	35	32	17	0	0	39	4	239313	4401660	203
B229	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239406	4401658	205
229	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239439	4401658	205
B230	Nonpart.	62	58	48	40	36	32	18	0	0	39	4	239264	4401679	202
230	Nonpart.	62	58	48	40	36	32	18	0	0	39	4	239288	4401656	203
B231	Nonpart.	62	58	48	40	35	31	17	0	0	39	4	239362	4401655	205
231	Nonpart.	62	58	48	40	35	32	17	0	0	39	4	239329	4401655	204
B232	Nonpart.	62	58	48	40	35	31	17	0	0	39	4	239416	4401688	205
232	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239416	4401655	205
B233	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239624	4401686	206
233	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239624	4401653	206
B234	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239575	4401686	206
234	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239575	4401653	206
B235	Nonpart.	62	58	48	40	35	31	17	0	0	39	4	239381	4401676	205
235	Nonpart.	62	58	48	40	35	31	17	0	0	39	4	239358	4401653	205
B236	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239575	4401685	206
236	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239575	4401652	206
B237	Part.	65	61	52	45	42	40	33	9	0	45	4	237277	4401628	202
237	Part.	64	60	52	45	41	40	32	8	0	45	4	237253	4401651	202
B238	Nonpart.	62	58	48	40	35	31	14	0	0	39	4	239655	4401683	206
238	Nonpart.	62	58	48	40	35	30	14	0	0	39	4	239655	4401650	206
B239	Part.	66	62	52	46	42	41	34	13	0	46	4	237641	4401611	205
239	Part.	66	62	52	46	42	41	34	13	0	46	4	237641	4401644	206
B240	Nonpart.	62	58	48	40	35	30	14	0	0	39	4	239712	4401664	206
240	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239735	4401641	206
B241	Nonpart.	62	58	48	40	35	30	14	0	0	39	4	239692	4401674	206
241	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239692	4401641	206
B242	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239928	4401666	206
242	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239928	4401633	206
B243	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239435	4401632	205
243	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239468	4401632	205
B244	Nonpart.	62	58	47	40	34	30	13	0	0	38	4	240067	4401664	206
244	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240067	4401631	206

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B245	Nonpart.	62	58	47	40	34	30	13	0	0	38	4	240043	4401664	206
245	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240043	4401631	206
B246	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240105	4401664	206
246	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240105	4401631	206
B247	Nonpart.	62	58	47	40	34	30	13	0	0	38	4	240020	4401664	206
247	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240020	4401631	206
B248	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239482	4401663	205
248	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239482	4401630	205
B249	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239966	4401651	206
249	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	239990	4401628	206
B250	Nonpart.	62	58	48	40	35	30	13	0	0	38	4	239832	4401660	206
250	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239832	4401627	206
B251	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239955	4401660	206
251	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239955	4401627	206
B252	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240153	4401660	206
252	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240153	4401627	206
B253	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240214	4401658	205
253	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240214	4401625	206
B254	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239898	4401657	206
254	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239898	4401624	206
B255	Nonpart.	62	58	48	40	35	30	13	0	0	38	4	239844	4401645	206
255	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239868	4401622	206
B256	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240294	4401654	206
256	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240294	4401621	206
B257	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240262	4401654	205
257	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240262	4401621	206
B258	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240319	4401648	206
258	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240319	4401615	206
B259	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239477	4401647	205
259	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239477	4401614	205
B260	Nonpart.	62	58	48	40	35	32	17	0	0	39	4	239332	4401635	204
260	Nonpart.	61	58	48	40	35	31	17	0	0	39	4	239309	4401612	203
B261	Nonpart.	62	58	47	39	34	30	14	0	0	38	4	240437	4401644	206
261	Nonpart.	62	58	47	39	34	30	14	0	0	38	4	240437	4401611	206
B262	Nonpart.	62	58	48	40	35	30	14	0	0	39	4	239681	4401643	206

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
262	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239681	4401610	206
B263	Nonpart.	62	58	47	39	34	30	15	0	0	38	4	240518	4401639	206
263	Nonpart.	62	58	47	39	34	30	15	0	0	38	4	240518	4401606	206
B264	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239441	4401638	205
264	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239441	4401605	205
B265	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239580	4401638	206
265	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239580	4401605	206
B266	Nonpart.	62	58	47	39	34	30	15	0	0	38	4	240514	4401638	206
266	Nonpart.	62	58	47	39	34	30	14	0	0	38	4	240514	4401605	206
B267	Nonpart.	62	58	47	39	34	30	14	0	0	38	4	240371	4401636	206
267	Nonpart.	62	58	47	39	34	30	13	0	0	38	4	240371	4401603	206
B268	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239475	4401634	205
268	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239475	4401601	205
B269	Nonpart.	62	58	48	40	35	32	20	0	0	39	4	240955	4401624	207
269	Nonpart.	62	58	47	40	35	31	19	0	0	39	4	240931	4401600	207
B270	Nonpart.	62	58	47	39	34	30	14	0	0	38	4	240483	4401633	206
270	Nonpart.	62	58	47	39	34	30	14	0	0	38	4	240483	4401600	206
B271	Nonpart.	59	56	45	37	32	27	10	0	0	36	4	244105	4401595	204
271	Nonpart.	59	55	45	37	32	27	10	0	0	35	4	244138	4401595	203
B272	Nonpart.	59	56	45	37	32	27	10	0	0	36	4	244107	4401594	204
272	Nonpart.	59	55	45	37	32	27	10	0	0	36	4	244140	4401594	203
B273	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239704	4401623	206
273	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239704	4401590	205
B274	Nonpart.	62	58	48	40	36	32	18	0	0	39	4	239187	4401589	204
274	Nonpart.	61	57	48	40	35	31	18	0	0	39	4	239220	4401589	203
B275	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239682	4401620	206
275	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239682	4401587	206
B276	Nonpart.	62	58	48	40	35	30	13	0	0	38	4	239754	4401616	206
276	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239754	4401583	206
B277	Nonpart.	62	58	47	39	34	29	13	0	0	38	4	240274	4401599	206
277	Nonpart.	62	58	47	39	34	29	13	0	0	38	4	240274	4401566	206
B278	Nonpart.	62	58	47	39	34	29	12	0	0	38	4	240136	4401599	206
278	Nonpart.	62	58	47	39	34	29	12	0	0	38	4	240136	4401566	206
B279	Nonpart.	62	58	47	39	34	29	12	0	0	38	4	240117	4401596	206
279	Nonpart.	62	58	47	39	34	29	12	0	0	38	4	240117	4401563	206

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B280	Nonpart.	57	54	43	34	28	21	0	0	0	32	4	245743	4401562	204
280	Nonpart.	56	52	42	33	27	20	0	0	0	32	4	245776	4401562	205
B281	Part.	62	58	47	39	34	30	12	0	0	38	4	239991	4401595	206
281	Part.	62	58	47	39	34	29	12	0	0	38	4	239991	4401562	206
B282	Part.	62	58	47	39	34	30	12	0	0	38	4	239992	4401594	206
282	Part.	62	58	47	39	34	29	12	0	0	38	4	239992	4401561	206
B283	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239400	4401583	204
283	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239377	4401560	204
B284	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239482	4401592	205
284	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239482	4401559	205
B285	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239499	4401591	205
285	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239499	4401558	205
B286	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239468	4401590	205
286	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239468	4401557	205
B287	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239672	4401590	206
287	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239672	4401557	205
B288	Nonpart.	62	58	47	39	34	29	12	0	0	38	4	240213	4401590	206
288	Nonpart.	62	58	47	39	34	29	12	0	0	38	4	240213	4401557	206
B289	Nonpart.	62	58	47	39	34	30	14	0	0	38	4	240431	4401589	206
289	Nonpart.	61	57	47	39	34	29	13	0	0	38	4	240431	4401556	206
B290	Nonpart.	62	58	47	39	34	29	13	0	0	38	4	240298	4401587	206
290	Nonpart.	62	58	47	39	34	29	13	0	0	38	4	240298	4401554	206
B291	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239709	4401586	205
291	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239709	4401553	205
B292	Nonpart.	62	58	47	39	34	29	12	0	0	38	4	240071	4401585	206
292	Nonpart.	62	58	47	39	34	29	12	0	0	38	4	240071	4401552	206
B293	Nonpart.	63	60	50	43	40	38	32	10	0	43	4	242122	4401585	206
293	Nonpart.	63	59	49	43	39	38	31	8	0	43	4	242122	4401552	206
B294	Nonpart.	62	58	48	40	34	30	13	0	0	38	4	239809	4401579	206
294	Nonpart.	61	58	47	39	34	30	13	0	0	38	4	239809	4401546	206
B295	Nonpart.	63	59	50	43	39	38	31	8	0	43	4	242307	4401579	205
295	Nonpart.	63	59	49	42	39	37	30	7	0	42	4	242307	4401546	206
B296	Nonpart.	63	59	49	42	39	37	30	7	0	42	4	242401	4401579	205
296	Nonpart.	63	59	49	42	38	37	30	5	0	42	4	242401	4401546	205
B297	Nonpart.	62	58	47	39	34	29	13	0	0	38	4	240368	4401579	206

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
297	Nonpart.	61	58	47	39	34	29	13	0	0	38	4	240368	4401546	206
B298	Nonpart.	61	58	47	39	34	30	14	0	0	38	4	240522	4401577	206
298	Nonpart.	61	57	47	39	34	30	14	0	0	38	4	240522	4401544	206
B299	Nonpart.	62	58	48	40	35	30	14	0	0	39	4	239586	4401557	205
299	Nonpart.	61	58	48	40	34	30	14	0	0	38	4	239586	4401524	205
B300	Nonpart.	63	59	49	42	39	37	31	7	0	42	4	242300	4401548	206
300	Nonpart.	63	59	49	42	39	37	30	6	0	42	4	242300	4401515	206
B301	Nonpart.	61	57	48	40	35	30	15	0	0	38	4	239507	4401529	205
301	Nonpart.	61	57	47	40	35	30	15	0	0	38	4	239484	4401506	204
B302	Nonpart.	61	57	48	40	35	30	15	0	0	38	4	239510	4401528	205
302	Nonpart.	61	57	47	40	35	30	15	0	0	38	4	239486	4401505	204
B303	Nonpart.	61	57	48	40	35	30	15	0	0	38	4	239534	4401525	205
303	Nonpart.	59	56	47	39	34	30	14	0	0	38	4	239534	4401492	204
B304	Nonpart.	62	58	48	40	35	30	14	0	0	38	4	239614	4401504	205
304	Nonpart.	61	58	48	40	34	30	14	0	0	38	4	239591	4401481	205
B305	Nonpart.	58	54	44	36	31	26	9	0	0	35	4	244159	4401492	202
305	Nonpart.	58	54	45	36	31	26	8	0	0	35	4	244136	4401469	202
B306	Nonpart.	58	54	44	36	31	26	9	0	0	35	4	244158	4401489	202
306	Nonpart.	57	54	45	36	31	26	8	0	0	35	4	244134	4401466	202
B307	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239400	4401375	205
307	Nonpart.	61	57	48	40	35	30	15	0	0	38	4	239423	4401399	204
B308	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239395	4401375	205
308	Nonpart.	62	58	48	40	35	31	15	0	0	38	4	239418	4401399	205
B309	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239378	4401350	205
309	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239401	4401373	205
B310	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239379	4401385	205
310	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239403	4401362	205
B311	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239380	4401384	205
311	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239403	4401361	205
B312	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239384	4401381	205
312	Nonpart.	62	58	48	40	35	31	15	0	0	39	4	239408	4401357	205
B313	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239378	4401375	205
313	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239378	4401342	206
B314	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239379	4401374	205
314	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239379	4401341	206

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B315	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239361	4401314	206
315	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239384	4401338	206
B316	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239343	4401296	206
316	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239367	4401319	206
B317	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239344	4401295	206
317	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239367	4401318	206
B318	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239371	4401346	206
318	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239371	4401313	206
B319	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239364	4401327	206
319	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239364	4401294	206
B320	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239366	4401325	206
320	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239366	4401292	206
B321	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239339	4401287	206
321	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239339	4401254	206
B322	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239346	4401285	206
322	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239346	4401252	206
B323	Nonpart.	62	58	48	40	36	34	25	0	0	40	4	241785	4401285	208
323	Nonpart.	62	58	48	40	36	33	24	0	0	39	4	241785	4401252	208
B324	Nonpart.	62	58	48	40	35	31	17	0	0	39	4	239266	4401192	206
324	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239299	4401192	206
B325	Nonpart.	62	58	48	40	35	31	17	0	0	39	4	239273	4401192	206
325	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239306	4401192	206
B326	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239301	4401165	206
326	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239334	4401165	206
B327	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239335	4401198	206
327	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239335	4401165	206
B328	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239293	4401148	206
328	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239326	4401148	206
B329	Nonpart.	60	56	46	37	32	28	11	0	0	36	4	232175	4401049	201
329	Nonpart.	60	56	45	37	32	27	11	0	0	36	4	232151	4401072	201
B330	Part.	62	58	48	40	35	31	16	0	0	39	4	239290	4401044	207
330	Part.	62	58	48	40	35	31	16	0	0	38	4	239314	4401067	206
B331	Part.	62	58	48	40	35	31	16	0	0	39	4	239291	4401043	207
331	Part.	62	58	48	40	35	31	16	0	0	38	4	239314	4401066	206
B332	Nonpart.	60	56	46	37	32	28	11	0	0	36	4	232198	4401054	200

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
332	Nonpart.	60	56	46	37	32	28	11	0	0	36	4	232165	4401054	201
B333	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239282	4401031	207
333	Nonpart.	62	58	48	40	35	30	16	0	0	38	4	239315	4401031	207
B334	Nonpart.	62	58	48	40	35	31	16	0	0	39	4	239280	4401031	207
334	Nonpart.	62	58	48	40	35	30	16	0	0	38	4	239313	4401031	207
B335	Nonpart.	64	61	51	43	39	38	32	5	0	43	4	234837	4401011	203
335	Nonpart.	64	60	51	43	39	38	31	4	0	43	4	234804	4401011	203
B336	Nonpart.	61	58	47	39	34	31	18	0	0	38	4	233384	4400984	201
336	Nonpart.	61	58	47	39	34	31	18	0	0	38	4	233361	4401007	202
B337	Nonpart.	64	61	51	43	39	38	32	5	0	43	4	234838	4401007	203
337	Nonpart.	64	60	51	43	39	38	31	4	0	43	4	234805	4401007	203
B338	Nonpart.	62	58	48	40	35	31	16	0	0	38	4	239313	4401034	207
338	Nonpart.	62	58	48	40	35	30	16	0	0	38	4	239313	4401001	207
B339	Nonpart.	62	58	47	40	35	32	19	0	0	39	4	233561	4401023	202
339	Nonpart.	62	58	47	40	35	32	19	0	0	39	4	233538	4401000	202
B340	Nonpart.	62	58	48	40	35	30	16	0	0	38	4	239315	4401032	207
340	Nonpart.	62	58	48	40	35	30	16	0	0	38	4	239315	4400999	207
B341	Part.	59	56	45	37	31	27	10	0	0	35	4	231661	4400998	201
341	Part.	59	56	45	37	31	27	10	0	0	35	4	231628	4400998	202
B342	Nonpart.	62	59	49	41	37	35	25	0	0	40	4	234098	4400930	202
342	Nonpart.	62	58	49	41	36	34	24	0	0	40	4	234074	4400954	203
B343	Nonpart.	62	58	49	41	36	34	24	0	0	40	4	234057	4400945	202
343	Nonpart.	62	58	49	41	36	34	24	0	0	40	4	234024	4400945	202
B344	Nonpart.	62	58	47	40	34	30	16	0	0	38	4	239329	4400959	207
344	Nonpart.	61	57	47	39	34	30	15	0	0	38	4	239353	4400935	206
B345	Nonpart.	62	58	48	40	35	31	16	0	0	38	4	239272	4400933	207
345	Nonpart.	62	58	48	40	35	30	16	0	0	38	4	239305	4400933	207
B346	Nonpart.	62	58	48	40	35	31	16	0	0	38	4	239273	4400932	207
346	Nonpart.	62	58	48	40	35	30	16	0	0	38	4	239306	4400932	207
B347	Nonpart.	62	59	49	41	37	35	26	0	0	41	4	234141	4400878	203
347	Nonpart.	62	59	49	41	37	35	25	0	0	41	4	234118	4400901	202
B348	Nonpart.	59	55	44	35	29	23	3	0	0	34	4	244172	4400836	206
348	Nonpart.	58	54	44	35	29	23	3	0	0	34	4	244205	4400836	207
B349	Nonpart.	63	59	49	41	37	35	26	0	0	41	4	234014	4400823	202
349	Nonpart.	63	59	49	41	37	35	25	0	0	41	4	233981	4400823	203

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B350	Nonpart.	62	58	48	40	35	31	18	0	0	38	4	239173	4400620	207
350	Nonpart.	62	58	47	39	34	31	17	0	0	38	4	239206	4400620	207
B351	Nonpart.	62	58	47	40	35	31	17	0	0	38	4	239179	4400595	207
351	Nonpart.	62	58	47	39	34	31	17	0	0	38	4	239202	4400618	207
B352	Nonpart.	62	58	47	39	34	30	16	0	0	38	4	239292	4400575	207
352	Nonpart.	62	58	47	39	34	30	15	0	0	38	4	239325	4400575	207
B353	Nonpart.	62	58	47	39	34	30	15	0	0	38	4	239327	4400605	207
353	Nonpart.	62	58	47	39	34	30	15	0	0	38	4	239327	4400572	207
B354	Nonpart.	58	54	43	34	28	22	3	0	0	33	4	230024	4400448	199
354	Nonpart.	57	54	43	34	28	22	3	0	0	33	4	230001	4400471	200
B355	Part.	64	61	51	44	40	39	34	15	0	44	4	234161	4400409	204
355	Part.	64	61	51	44	40	39	33	14	0	44	4	234138	4400433	204
B356	Part.	65	61	52	44	41	40	35	17	0	45	4	234072	4400329	203
356	Part.	64	61	51	44	40	39	34	15	0	44	4	234049	4400352	203
B357	Part.	64	60	50	43	39	37	31	8	0	43	4	233705	4400163	205
357	Part.	63	60	50	43	39	37	30	7	0	42	4	233681	4400186	205
B358	Nonpart.	64	60	50	43	39	37	28	0	0	43	4	236635	4400152	208
358	Nonpart.	64	60	50	43	39	37	27	0	0	43	4	236635	4400119	208
B359	Nonpart.	64	60	50	43	39	37	28	0	0	43	4	236635	4400151	208
359	Nonpart.	64	60	50	43	39	37	27	0	0	43	4	236635	4400118	208
B360	Nonpart.	62	58	48	40	35	32	21	0	0	39	4	238800	4400060	208
360	Nonpart.	61	57	48	40	35	32	21	0	0	39	4	238824	4400036	208
B361	Nonpart.	62	58	48	40	36	33	23	0	0	40	4	238657	4400030	207
361	Nonpart.	62	58	48	40	36	33	22	0	0	39	4	238690	4400030	207
B362	Nonpart.	58	54	43	34	27	20	0	0	0	33	4	244041	4399927	206
362	Nonpart.	58	54	43	34	27	20	0	0	0	33	4	244065	4399950	207
B363	Nonpart.	61	57	47	38	33	29	14	0	0	37	4	239197	4399830	209
363	Nonpart.	61	57	47	38	33	29	14	0	0	37	4	239220	4399853	209
B364	Nonpart.	60	56	45	36	30	23	1	0	0	35	4	240899	4399825	209
364	Nonpart.	60	56	45	36	30	23	1	0	0	35	4	240876	4399802	209
B365	Nonpart.	60	56	45	36	30	23	2	0	0	35	4	240951	4399834	208
365	Nonpart.	60	56	45	36	30	23	1	0	0	35	4	240951	4399801	209
B366	Nonpart.	57	53	42	33	27	21	1	0	0	32	4	229522	4399738	200
366	Nonpart.	57	53	42	33	27	21	1	0	0	32	4	229489	4399738	200
B367	Nonpart.	57	53	42	33	27	22	1	0	0	32	4	229552	4399749	200

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
367	Nonpart.	57	53	42	33	27	21	1	0	0	32	4	229529	4399726	201
B368	Part.	59	56	45	38	33	30	18	0	0	37	4	230824	4399687	200
368	Part.	60	56	46	38	33	30	18	0	0	37	4	230800	4399664	202
B369	Nonpart.	65	61	52	45	42	41	34	10	0	45	4	235885	4399417	210
369	Nonpart.	65	61	52	45	42	40	33	9	0	45	4	235918	4399417	210
B370	Nonpart.	65	61	52	45	42	41	34	10	0	45	4	235885	4399416	210
370	Nonpart.	65	61	52	45	42	40	33	9	0	45	4	235918	4399416	210
B371	Nonpart.	63	59	49	42	38	35	24	0	0	41	4	236600	4399320	207
371	Nonpart.	63	59	49	42	38	35	23	0	0	41	4	236633	4399320	207
B372	Nonpart.	60	56	45	36	30	23	1	0	0	35	4	240838	4399271	209
372	Nonpart.	59	56	45	36	30	23	1	0	0	35	4	240862	4399248	209
B373	Nonpart.	61	57	46	38	32	27	10	0	0	36	4	239210	4399260	208
373	Nonpart.	61	57	46	37	32	26	9	0	0	36	4	239210	4399227	208
B374	Part.	57	53	42	33	27	20	0	0	0	32	4	243949	4398991	208
374	Part.	57	53	42	33	27	20	0	0	0	32	4	243949	4398958	208
B375	Nonpart.	63	60	50	43	40	39	31	6	0	43	4	231448	4398951	203
375	Nonpart.	63	60	50	43	40	38	31	5	0	43	4	231415	4398951	203
B376	Nonpart.	56	52	42	34	28	23	3	0	0	32	4	229560	4398958	200
376	Nonpart.	55	51	41	33	28	23	3	0	0	32	4	229583	4398935	200
B377	Nonpart.	60	57	46	37	31	26	7	0	0	36	4	239194	4398964	208
377	Nonpart.	60	57	46	37	31	26	7	0	0	36	4	239194	4398931	208
B378	Nonpart.	60	56	46	37	31	25	5	0	0	36	4	239228	4398751	208
378	Nonpart.	59	56	46	37	31	25	5	0	0	35	4	239195	4398751	209
B379	Nonpart.	55	51	40	31	24	15	0	0	0	30	4	245738	4398715	206
379	Nonpart.	55	51	40	31	24	15	0	0	0	29	4	245771	4398715	206
B380	Nonpart.	58	54	43	34	29	23	4	0	0	33	4	229614	4398675	203
380	Nonpart.	57	54	43	34	29	23	4	0	0	33	4	229591	4398698	204
B381	Part.	65	62	52	45	42	41	34	12	0	46	4	235277	4398604	208
381	Part.	65	62	52	45	42	41	34	11	0	45	4	235244	4398604	208
B382	Nonpart.	55	51	40	31	24	16	0	0	0	30	4	245674	4398369	207
382	Nonpart.	55	51	40	31	24	16	0	0	0	30	4	245697	4398392	207
B383	Nonpart.	57	53	42	33	27	21	0	0	0	32	4	244330	4398317	208
383	Nonpart.	57	53	42	33	27	21	0	0	0	32	4	244307	4398341	208
B384	Nonpart.	57	53	42	34	28	21	0	0	0	32	4	244051	4398359	207
384	Nonpart.	57	53	42	34	28	22	0	0	0	32	4	244051	4398326	208

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B385	Nonpart.	54	50	39	30	23	14	0	0	0	29	4	246477	4398298	207
385	Nonpart.	52	48	39	29	21	13	0	0	0	27	4	246510	4398298	207
B386	Nonpart.	54	51	39	30	24	16	0	0	0	29	4	246095	4398264	207
386	Nonpart.	54	51	39	30	24	15	0	0	0	29	4	246095	4398297	207
B387	Nonpart.	56	52	41	33	26	20	0	0	0	31	4	244792	4398210	207
387	Nonpart.	56	52	41	33	26	20	0	0	0	31	4	244792	4398243	207
B388	Nonpart.	56	52	41	33	26	20	0	0	0	31	4	244811	4398218	207
388	Nonpart.	56	52	41	32	26	19	0	0	0	31	4	244835	4398241	207
B389	Nonpart.	56	53	42	33	27	20	0	0	0	32	4	244617	4398213	207
389	Nonpart.	56	53	42	33	27	20	0	0	0	32	4	244594	4398236	208
B390	Nonpart.	56	52	41	33	27	20	0	0	0	31	4	244665	4398202	207
390	Nonpart.	56	52	41	33	27	20	0	0	0	31	4	244698	4398202	207
B391	Nonpart.	54	50	39	30	23	15	0	0	0	29	4	246452	4398230	207
391	Nonpart.	54	50	39	30	23	15	0	0	0	29	4	246452	4398197	208
B392	Nonpart.	60	56	45	37	32	28	14	0	0	36	4	240872	4398075	211
392	Nonpart.	60	56	45	37	32	28	14	0	0	36	4	240849	4398098	211
B393	Nonpart.	64	60	50	43	39	36	27	0	0	42	4	234894	4398027	210
393	Nonpart.	63	60	50	43	39	36	27	0	0	42	4	234871	4398004	210
B394	Nonpart.	63	60	50	43	39	36	27	0	0	42	4	234892	4398027	210
394	Nonpart.	63	60	50	43	39	36	27	0	0	42	4	234869	4398003	210
B395	Nonpart.	64	61	51	45	41	40	34	13	0	45	4	235232	4398009	207
395	Nonpart.	64	61	51	44	41	39	33	11	0	44	4	235209	4397986	207
B396	Nonpart.	64	61	51	45	41	40	34	13	0	45	4	235233	4398008	207
396	Nonpart.	64	61	51	44	41	39	33	11	0	44	4	235210	4397984	207
B397	Nonpart.	63	59	49	42	37	34	21	0	0	41	4	234010	4397946	208
397	Nonpart.	63	59	49	42	37	34	21	0	0	41	4	234010	4397913	208
B398	Nonpart.	63	59	49	42	37	34	21	0	0	41	4	234011	4397942	208
398	Nonpart.	63	59	49	42	37	34	21	0	0	41	4	234011	4397909	208
B399	Nonpart.	61	57	47	39	33	29	12	0	0	37	4	237609	4397817	210
399	Nonpart.	61	57	47	39	33	28	12	0	0	37	4	237633	4397840	210
B400	Nonpart.	61	57	47	39	33	29	12	0	0	37	4	237608	4397814	210
400	Nonpart.	61	57	47	39	33	28	12	0	0	37	4	237632	4397837	210
B401	Nonpart.	59	55	44	36	30	25	6	0	0	35	4	229950	4397740	203
401	Nonpart.	59	55	44	36	30	25	6	0	0	34	4	229917	4397740	204
B402	Nonpart.	64	61	51	44	41	39	33	12	0	44	4	236060	4397772	208

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
402	Nonpart.	64	60	51	44	40	39	32	11	0	44	4	236060	4397739	208
B403	Nonpart.	60	56	47	39	35	33	23	0	0	39	4	241876	4397714	210
403	Nonpart.	60	56	46	39	35	33	23	0	0	38	4	241900	4397738	211
B404	Nonpart.	64	61	51	44	41	39	33	12	0	44	4	236040	4397761	208
404	Nonpart.	64	60	51	44	40	39	32	11	0	44	4	236063	4397738	208
B405	Nonpart.	61	57	47	39	33	29	12	0	0	37	4	237619	4397767	210
405	Nonpart.	61	57	47	39	33	29	12	0	0	37	4	237619	4397734	210
B406	Nonpart.	61	57	47	39	33	29	12	0	0	37	4	237617	4397764	210
406	Nonpart.	61	57	47	39	33	29	12	0	0	37	4	237617	4397731	209
B407	Nonpart.	63	59	49	42	37	35	23	0	0	41	4	234793	4397688	207
407	Nonpart.	63	59	49	42	37	34	23	0	0	41	4	234770	4397665	206
B408	Nonpart.	63	59	49	42	37	35	23	0	0	41	4	234796	4397686	207
408	Nonpart.	63	59	49	42	37	34	23	0	0	41	4	234773	4397663	206
B409	Nonpart.	62	58	47	39	34	30	15	0	0	38	4	237313	4397664	209
409	Nonpart.	62	58	47	39	34	30	15	0	0	38	4	237313	4397631	209
B410	Nonpart.	62	58	47	39	34	30	15	0	0	38	4	237316	4397663	209
410	Nonpart.	62	58	47	39	34	30	15	0	0	38	4	237316	4397630	209
B411	Nonpart.	63	60	50	43	40	38	31	7	0	43	4	235376	4397662	206
411	Nonpart.	63	59	50	43	39	37	30	6	0	43	4	235376	4397629	205
B412	Nonpart.	63	60	50	43	39	37	29	3	0	42	4	235222	4397661	206
412	Nonpart.	63	59	50	43	39	36	28	2	0	42	4	235222	4397628	205
B413	Nonpart.	63	59	50	42	39	36	28	1	0	42	4	235163	4397654	206
413	Nonpart.	63	59	49	42	38	36	27	0	0	42	4	235163	4397621	205
B414	Nonpart.	63	59	50	42	39	36	28	1	0	42	4	235165	4397653	206
414	Nonpart.	63	59	49	42	38	36	27	0	0	42	4	235165	4397620	205
B415	Nonpart.	61	57	46	38	32	27	8	0	0	37	4	238182	4397635	211
415	Nonpart.	61	57	46	38	32	27	8	0	0	37	4	238159	4397611	212
B416	Nonpart.	61	57	46	38	32	27	8	0	0	37	4	238155	4397642	211
416	Nonpart.	61	57	46	38	32	27	8	0	0	37	4	238155	4397609	212
B417	Part.	60	56	46	39	35	32	21	0	0	38	4	242547	4397518	209
417	Part.	60	56	46	39	34	31	21	0	0	38	4	242570	4397541	209
B418	Nonpart.	60	57	48	41	37	34	24	0	0	40	4	231556	4397540	204
418	Nonpart.	55	52	47	39	35	33	22	0	0	38	4	231523	4397540	200
B419	Nonpart.	61	57	47	40	35	33	23	0	0	39	4	241005	4397494	211
419	Nonpart.	60	57	47	39	35	33	23	0	0	39	4	240982	4397518	211

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B420	Nonpart.	59	56	45	38	33	30	18	0	0	37	4	242918	4397450	210
420	Nonpart.	59	56	45	38	33	30	17	0	0	37	4	242942	4397473	210
B421	Nonpart.	63	59	49	42	38	35	23	0	0	41	4	233912	4397432	206
421	Nonpart.	63	59	49	42	37	35	23	0	0	41	4	233935	4397455	206
B422	Nonpart.	64	60	50	43	39	37	28	0	0	43	4	232704	4397436	204
422	Nonpart.	64	60	50	43	39	37	28	0	0	43	4	232680	4397413	205
B423	Nonpart.	64	60	50	43	39	37	28	0	0	43	4	232699	4397433	205
423	Nonpart.	63	60	50	43	39	37	28	0	0	43	4	232676	4397410	205
B424	Nonpart.	62	58	48	41	37	35	24	0	0	40	4	231722	4397393	204
424	Nonpart.	61	57	48	41	37	34	24	0	0	40	4	231689	4397393	204
B425	Nonpart.	62	58	48	41	37	35	24	0	0	40	4	231726	4397392	203
425	Nonpart.	61	57	48	41	37	34	24	0	0	40	4	231693	4397392	204
B426	Nonpart.	60	57	46	38	32	27	7	0	0	36	4	239185	4397362	212
426	Nonpart.	60	57	46	38	32	27	7	0	0	36	4	239161	4397339	212
B427	Nonpart.	62	58	48	40	36	33	21	0	0	39	4	231529	4397307	205
427	Nonpart.	61	58	48	40	36	33	21	0	0	39	4	231496	4397307	205
B428	Nonpart.	62	58	48	41	36	33	22	0	0	40	4	231562	4397317	205
428	Nonpart.	62	58	48	41	36	33	21	0	0	40	4	231562	4397284	205
B429	Nonpart.	62	58	48	41	36	33	22	0	0	40	4	231581	4397304	205
429	Nonpart.	62	58	48	40	36	33	21	0	0	39	4	231557	4397280	205
B430	Nonpart.	61	57	47	40	36	34	25	0	0	40	4	242508	4397227	210
430	Nonpart.	61	57	47	40	36	34	25	0	0	39	4	242508	4397260	210
B431	Nonpart.	62	58	48	40	36	32	20	0	0	39	4	231472	4397183	206
431	Nonpart.	61	58	48	40	35	32	19	0	0	39	4	231439	4397183	206
B432	Nonpart.	62	58	48	40	36	33	20	0	0	39	4	231544	4397201	205
432	Nonpart.	62	58	48	40	36	33	20	0	0	39	4	231521	4397178	206
B433	Nonpart.	62	58	48	40	36	32	20	0	0	39	4	231499	4397172	206
433	Nonpart.	61	58	48	40	36	32	19	0	0	39	4	231466	4397172	206
B434	Nonpart.	58	54	44	36	31	27	11	0	0	35	4	244057	4397130	208
434	Nonpart.	58	54	44	36	31	27	11	0	0	35	4	244057	4397163	208
B435	Nonpart.	62	58	48	40	36	32	20	0	0	39	4	231519	4397162	206
435	Nonpart.	62	58	48	40	36	32	20	0	0	39	4	231519	4397129	206
B436	Nonpart.	61	58	47	40	35	32	19	0	0	39	4	231431	4397144	205
436	Nonpart.	61	58	47	40	35	32	19	0	0	39	4	231431	4397111	205
B437	Nonpart.	60	57	46	38	33	29	12	0	0	37	4	230820	4397103	204

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
437	Nonpart.	60	56	46	38	33	29	12	0	0	37	4	230787	4397103	205
B438	Nonpart.	62	58	48	40	36	32	19	0	0	39	4	231510	4397102	206
438	Nonpart.	62	58	48	40	36	32	19	0	0	39	4	231510	4397069	206
B439	Nonpart.	61	57	47	40	35	31	18	0	0	39	4	231367	4397100	205
439	Nonpart.	61	57	47	40	35	31	18	0	0	38	4	231367	4397067	204
B440	Nonpart.	63	59	50	43	40	39	33	11	0	44	4	242167	4397036	210
440	Nonpart.	63	59	50	43	40	39	32	10	0	43	4	242190	4397060	210
B441	Nonpart.	64	60	51	44	40	39	31	7	0	44	4	232781	4396995	206
441	Nonpart.	64	60	51	44	40	38	31	6	0	43	4	232757	4397018	206
B442	Nonpart.	62	59	49	41	37	34	23	0	0	40	4	231989	4397051	205
442	Nonpart.	62	59	49	41	37	34	23	0	0	40	4	231989	4397018	205
B443	Nonpart.	64	60	51	44	40	39	31	7	0	44	4	232783	4396993	206
443	Nonpart.	64	60	51	44	40	38	31	6	0	43	4	232760	4397016	205
B444	Nonpart.	62	59	49	41	37	34	23	0	0	40	4	231983	4397049	205
444	Nonpart.	62	59	49	41	37	34	23	0	0	40	4	231983	4397016	205
B445	Nonpart.	60	56	46	39	34	30	14	0	0	37	4	231052	4397048	203
445	Nonpart.	60	56	47	39	34	30	14	0	0	37	4	231052	4397015	204
B446	Nonpart.	62	58	48	40	36	32	20	0	0	39	4	231587	4397017	206
446	Nonpart.	62	58	48	40	36	32	19	0	0	39	4	231564	4396994	206
B447	Nonpart.	62	58	48	41	37	34	22	0	0	40	4	231904	4396969	206
447	Nonpart.	62	58	48	41	37	34	22	0	0	40	4	231881	4396993	206
B448	Nonpart.	62	58	48	41	37	34	22	0	0	40	4	231908	4396969	206
448	Nonpart.	62	58	48	41	37	34	22	0	0	40	4	231885	4396992	206
B449	Nonpart.	64	61	51	44	41	39	32	9	0	44	4	232791	4396967	206
449	Nonpart.	64	60	51	44	40	39	31	7	0	44	4	232767	4396991	206
B450	Nonpart.	62	58	48	40	36	32	19	0	0	39	4	231582	4397014	206
450	Nonpart.	62	58	48	40	36	32	19	0	0	39	4	231559	4396990	206
B451	Nonpart.	64	61	51	44	41	39	32	9	0	44	4	232791	4396967	206
451	Nonpart.	64	60	51	44	40	39	31	7	0	44	4	232768	4396990	206
B452	Nonpart.	62	59	49	42	38	35	25	0	0	41	4	232197	4396988	204
452	Nonpart.	63	59	49	42	38	35	25	0	0	41	4	232164	4396988	206
B453	Nonpart.	62	58	48	40	36	32	19	0	0	39	4	231533	4397008	206
453	Nonpart.	62	58	48	40	35	32	19	0	0	39	4	231510	4396984	205
B454	Nonpart.	60	56	47	40	35	31	18	0	0	38	4	231462	4396983	205
454	Nonpart.	59	56	47	40	35	31	18	0	0	38	4	231429	4396983	204

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B455	Part.	63	59	49	42	38	35	24	0	0	41	4	234366	4396922	208
455	Part.	63	59	49	42	38	35	24	0	0	41	4	234390	4396945	209
B456	Part.	63	59	49	42	37	34	21	0	0	41	4	234618	4396897	209
456	Part.	62	59	49	42	37	34	21	0	0	40	4	234618	4396930	208
B457	Nonpart.	63	59	49	41	37	33	20	0	0	40	4	235158	4396949	209
457	Nonpart.	63	59	49	41	37	33	20	0	0	40	4	235135	4396926	210
B458	Nonpart.	63	59	49	41	37	33	20	0	0	40	4	235158	4396946	209
458	Nonpart.	63	59	49	41	37	33	20	0	0	40	4	235134	4396923	210
B459	Nonpart.	65	61	52	45	41	40	33	13	0	45	4	232786	4396868	207
459	Nonpart.	65	61	51	45	41	39	33	12	0	44	4	232763	4396891	208
B460	Nonpart.	65	61	52	45	41	40	33	13	0	45	4	232783	4396868	207
460	Nonpart.	65	61	51	45	41	39	33	11	0	44	4	232759	4396891	208
B461	Nonpart.	62	59	49	41	37	34	21	0	0	40	4	234685	4396883	208
461	Nonpart.	60	56	48	41	36	33	20	0	0	39	4	234718	4396883	205
B462	Nonpart.	63	59	49	41	36	33	21	0	0	40	4	235985	4396895	210
462	Nonpart.	62	59	49	41	36	33	20	0	0	40	4	236009	4396871	210
B463	Nonpart.	63	59	49	41	36	33	21	0	0	40	4	235989	4396893	210
463	Nonpart.	62	59	49	41	36	33	20	0	0	40	4	236012	4396870	210
B464	Part.	63	59	49	41	36	33	20	0	0	40	4	235640	4396895	211
464	Part.	63	59	49	41	36	33	20	0	0	40	4	235640	4396862	212
B465	Part.	63	59	49	41	36	33	20	0	0	40	4	235639	4396895	211
465	Part.	63	59	49	41	36	33	20	0	0	40	4	235639	4396862	212
B466	Part.	63	59	49	41	36	33	20	0	0	40	4	235642	4396839	211
466	Part.	63	59	49	41	36	33	20	0	0	40	4	235642	4396806	212
B467	Part.	63	59	50	43	40	39	32	10	0	44	4	241073	4396768	213
467	Part.	63	59	50	43	40	38	31	8	0	43	4	241040	4396768	214
B468	Nonpart.	61	57	46	39	33	29	13	0	0	37	4	239105	4396749	212
468	Nonpart.	60	56	46	38	33	29	13	0	0	37	4	239138	4396749	213
B469	Nonpart.	63	59	50	43	40	38	31	7	0	43	4	241010	4396735	213
469	Nonpart.	63	59	49	43	39	38	30	6	0	43	4	240977	4396735	213
B470	Nonpart.	57	53	43	35	31	26	10	0	0	34	4	244883	4396670	209
470	Nonpart.	57	53	43	35	30	26	10	0	0	34	4	244906	4396693	209
B471	Nonpart.	63	59	49	42	37	34	21	0	0	41	4	235154	4396488	210
471	Nonpart.	63	59	49	42	37	34	20	0	0	40	4	235131	4396512	211
B472	Nonpart.	61	57	47	39	34	30	14	0	0	38	4	231091	4396331	208

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
472	Nonpart.	61	57	47	39	34	30	14	0	0	38	4	231058	4396331	208
B473	Nonpart.	63	59	49	41	37	34	24	0	0	41	4	231966	4396354	207
473	Nonpart.	62	59	49	41	37	34	24	0	0	40	4	231943	4396331	208
B474	Nonpart.	63	59	49	42	37	34	24	0	0	41	4	231982	4396298	208
474	Nonpart.	63	59	49	41	37	34	24	0	0	41	4	231959	4396274	208
B475	Part.	64	60	50	43	39	36	26	0	0	42	4	234483	4396223	211
475	Part.	64	60	50	43	39	36	26	0	0	42	4	234506	4396246	211
B476	Part.	64	60	50	43	39	36	26	0	0	42	4	234483	4396222	211
476	Part.	64	60	50	43	39	36	26	0	0	42	4	234507	4396245	211
B477	Part.	63	60	50	43	39	38	30	4	0	43	4	237272	4396196	214
477	Part.	63	60	50	43	39	37	29	3	0	43	4	237272	4396229	215
B478	Nonpart.	58	54	44	37	33	29	17	0	0	36	4	244822	4396150	209
478	Nonpart.	58	54	44	37	33	29	16	0	0	36	4	244822	4396183	209
B479	Part.	64	60	50	42	38	35	23	0	0	41	4	235050	4396172	210
479	Part.	63	60	50	42	38	35	23	0	0	41	4	235017	4396172	210
B480	Nonpart.	59	55	44	36	31	25	6	0	0	35	4	229241	4396154	206
480	Nonpart.	59	55	44	36	31	25	6	0	0	35	4	229208	4396154	206
B481	Part.	63	60	50	42	38	35	23	0	0	41	4	235081	4396165	210
481	Part.	63	60	50	42	38	35	24	0	0	41	4	235058	4396142	210
B482	Part.	64	61	51	44	40	39	32	8	0	44	4	237198	4396105	212
482	Part.	64	60	51	44	40	38	31	7	0	44	4	237198	4396138	213
B483	Part.	64	60	50	43	39	36	26	0	0	42	4	234564	4396136	210
483	Part.	62	58	50	43	38	36	25	0	0	41	4	234597	4396136	209
B484	Part.	64	60	50	43	39	36	26	0	0	42	4	234564	4396135	210
484	Part.	62	59	50	43	38	36	25	0	0	41	4	234597	4396135	209
B485	Nonpart.	62	58	49	42	38	36	26	0	0	41	4	240498	4396104	214
485	Nonpart.	62	59	49	42	38	35	26	0	0	41	4	240475	4396127	215
B486	Nonpart.	65	61	51	44	40	39	32	9	0	44	4	236315	4395944	210
486	Nonpart.	65	61	51	44	40	39	32	8	0	44	4	236315	4395977	211
B487	Nonpart.	65	61	51	44	40	39	32	9	0	44	4	236314	4395944	210
487	Nonpart.	65	61	51	44	40	39	32	8	0	44	4	236314	4395977	211
B488	Nonpart.	65	61	51	45	42	40	33	11	0	45	4	241069	4395933	212
488	Nonpart.	64	61	51	45	41	40	33	9	0	45	4	241046	4395956	212
B489	Part.	57	54	44	37	32	29	16	0	0	35	4	245316	4395838	207
489	Part.	57	54	44	37	32	29	15	0	0	35	4	245316	4395871	207

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B490	Nonpart.	63	59	49	42	37	34	23	0	0	40	4	231940	4395810	208
490	Nonpart.	63	59	49	42	37	34	23	0	0	40	4	231940	4395843	208
B491	Part.	64	60	51	43	39	37	27	2	0	43	4	235140	4395837	211
491	Part.	64	60	51	43	39	37	27	1	0	42	4	235107	4395837	210
B492	Nonpart.	62	58	48	42	38	36	29	6	0	42	4	243891	4395813	208
492	Nonpart.	61	58	48	42	38	36	28	4	0	41	4	243914	4395836	208
B493	Nonpart.	66	62	52	45	42	41	35	16	0	46	4	236147	4395802	212
493	Nonpart.	65	62	52	45	41	40	34	15	0	45	4	236147	4395835	212
B494	Nonpart.	62	58	48	42	38	36	29	6	0	42	4	243889	4395812	208
494	Nonpart.	61	58	48	42	38	36	28	4	0	41	4	243912	4395835	208
B495	Part.	63	60	50	44	41	39	33	14	0	44	4	243519	4395812	210
495	Part.	63	59	50	44	40	39	33	13	0	44	4	243542	4395835	210
B496	Nonpart.	63	59	49	42	37	34	23	0	0	40	4	231941	4395849	208
496	Nonpart.	62	59	49	41	37	34	22	0	0	40	4	231917	4395826	208
B497	Nonpart.	62	59	49	41	36	33	20	0	0	40	4	231737	4395780	207
497	Nonpart.	62	58	48	41	36	33	20	0	0	40	4	231713	4395803	207
B498	Nonpart.	63	59	49	42	37	34	23	0	0	41	4	231955	4395770	209
498	Nonpart.	62	59	49	41	37	34	23	0	0	40	4	231932	4395793	208
B499	Nonpart.	59	55	45	37	32	27	9	0	0	35	4	229106	4395757	207
499	Nonpart.	58	55	45	37	31	27	9	0	0	35	4	229083	4395780	206
B500	Nonpart.	56	52	42	34	29	25	9	0	0	33	4	246379	4395719	202
500	Nonpart.	56	52	42	34	29	25	8	0	0	33	4	246403	4395742	204
B501	Nonpart.	56	52	42	34	29	25	8	0	0	32	4	246516	4395701	203
501	Nonpart.	55	52	41	34	29	24	8	0	0	32	4	246539	4395725	204
B502	Nonpart.	55	51	41	33	28	24	7	0	0	32	4	246636	4395701	203
502	Nonpart.	54	50	41	33	28	24	7	0	0	31	4	246659	4395725	202
B503	Nonpart.	63	59	49	41	37	34	22	0	0	40	4	231882	4395728	210
503	Nonpart.	63	59	49	41	37	34	22	0	0	40	4	231858	4395705	209
B504	Nonpart.	63	59	49	41	37	34	21	0	0	40	4	231780	4395614	208
504	Nonpart.	62	59	49	41	37	33	21	0	0	40	4	231757	4395637	209
B505	Nonpart.	65	61	51	44	41	39	32	7	0	44	4	232740	4395589	207
505	Nonpart.	64	61	51	44	40	39	32	7	0	44	4	232717	4395612	209
B506	Nonpart.	63	59	49	41	37	34	21	0	0	40	4	231847	4395576	209
506	Nonpart.	63	59	49	41	37	34	21	0	0	40	4	231824	4395599	209
B507	Nonpart.	63	59	49	43	39	37	29	3	0	42	4	239162	4395471	218

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
507	Nonpart.	63	59	49	42	39	37	28	2	0	42	4	239185	4395494	218
B508	Nonpart.	57	54	43	34	29	23	1	0	0	33	4	227792	4395490	204
508	Nonpart.	57	53	43	34	29	23	1	0	0	33	4	227759	4395490	206
B509	Nonpart.	63	59	49	42	39	37	28	2	0	42	4	239207	4395465	219
509	Nonpart.	62	59	49	42	38	36	28	1	0	42	4	239230	4395488	219
B510	Nonpart.	63	59	50	43	39	38	30	5	0	43	4	239110	4395464	218
510	Nonpart.	63	59	50	43	39	37	29	4	0	42	4	239133	4395488	218
B511	Nonpart.	60	56	47	40	37	35	26	0	0	40	4	244786	4395440	207
511	Nonpart.	60	56	47	40	36	34	25	0	0	39	4	244810	4395463	207
B512	Nonpart.	57	53	42	34	28	22	0	0	0	33	4	227593	4395436	203
512	Nonpart.	57	53	42	34	28	22	0	0	0	33	4	227560	4395436	205
B513	Part.	66	62	52	46	42	40	32	7	0	45	4	234608	4395314	212
513	Part.	65	62	52	45	42	40	32	6	0	45	4	234608	4395347	212
B514	Nonpart.	66	62	53	46	42	41	35	13	0	46	4	233146	4395311	211
514	Nonpart.	66	62	53	46	42	41	34	12	0	46	4	233113	4395311	212
B515	Part.	66	62	52	46	42	40	32	6	0	45	4	234819	4395231	212
515	Part.	66	62	52	45	42	40	31	5	0	45	4	234819	4395264	212
B516	Part.	66	62	52	46	42	40	32	6	0	45	4	234819	4395230	212
516	Part.	66	62	52	45	42	40	31	5	0	45	4	234819	4395263	212
B517	Nonpart.	57	53	43	34	28	23	1	0	0	33	4	227474	4395206	204
517	Nonpart.	57	53	42	34	28	23	1	0	0	33	4	227474	4395239	204
B518	Nonpart.	64	60	51	44	41	40	33	12	0	44	4	239102	4395196	219
518	Nonpart.	64	60	51	44	40	39	32	10	0	44	4	239126	4395219	219
B519	Nonpart.	57	53	42	34	28	23	1	0	0	33	4	227419	4395155	205
519	Nonpart.	57	53	42	34	28	22	1	0	0	33	4	227395	4395178	205
B520	Nonpart.	58	54	43	35	29	24	4	0	0	33	4	227690	4395141	206
520	Nonpart.	57	54	43	35	29	24	3	0	0	33	4	227666	4395164	206
B521	Nonpart.	57	53	42	34	28	23	1	0	0	33	4	227393	4395133	205
521	Nonpart.	56	53	42	34	28	22	1	0	0	32	4	227360	4395133	205
B522	Nonpart.	58	54	43	35	30	24	4	0	0	34	4	227738	4395127	206
522	Nonpart.	58	54	43	35	29	24	4	0	0	33	4	227705	4395127	207
B523	Nonpart.	57	53	43	34	29	23	2	0	0	33	4	227439	4395125	205
523	Nonpart.	57	53	43	34	28	23	2	0	0	33	4	227406	4395125	205
B524	Nonpart.	58	54	43	35	29	24	4	0	0	33	4	227670	4395110	207
524	Nonpart.	57	54	43	35	29	24	4	0	0	33	4	227637	4395110	207

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B525	Nonpart.	58	54	43	35	30	25	5	0	0	34	4	227742	4395063	207
525	Nonpart.	57	53	43	35	30	24	4	0	0	34	4	227718	4395086	207
B526	Nonpart.	58	54	43	35	30	25	5	0	0	34	4	227803	4395055	206
526	Nonpart.	57	53	43	35	29	24	4	0	0	33	4	227780	4395078	207
B527	Part.	61	57	48	41	38	37	29	3	0	41	4	244967	4394954	209
527	Part.	61	57	48	41	38	36	28	1	0	41	4	244990	4394977	209
B528	Part.	60	57	47	40	36	35	25	0	0	40	4	245193	4394934	208
528	Part.	60	56	47	40	36	34	25	0	0	39	4	245216	4394958	208
B529	Part.	66	62	53	46	42	41	33	9	0	46	4	235426	4394758	213
529	Part.	66	63	53	46	42	41	33	9	0	46	4	235426	4394725	214
B530	Part.	66	62	53	46	42	41	33	9	0	46	4	235426	4394757	213
530	Part.	66	63	53	46	42	41	33	9	0	46	4	235426	4394724	214
B531	Nonpart.	57	53	42	34	28	23	3	0	0	33	4	226983	4394548	206
531	Nonpart.	57	53	42	34	28	23	2	0	0	32	4	226960	4394571	206
B532	Part.	64	61	51	45	41	40	33	10	0	45	4	240764	4394547	218
532	Part.	64	61	51	45	41	40	33	10	0	44	4	240764	4394514	219
B533	Part.	64	60	51	44	40	38	30	2	0	43	4	237898	4394525	218
533	Part.	64	60	50	44	40	38	29	1	0	43	4	237898	4394492	218
B534	Nonpart.	66	62	52	46	42	40	32	7	0	45	4	232993	4394489	213
534	Nonpart.	66	62	52	45	42	40	32	6	0	45	4	232960	4394489	213
B535	Nonpart.	66	62	52	46	42	40	32	7	0	45	4	232982	4394512	213
535	Nonpart.	66	62	52	45	42	40	32	6	0	45	4	232959	4394488	213
B536	Nonpart.	61	58	48	41	38	36	28	0	0	41	4	245197	4394418	208
536	Nonpart.	61	58	48	41	38	36	28	0	0	41	4	245197	4394451	208
B537	Nonpart.	61	58	48	41	38	36	28	0	0	41	4	245181	4394417	208
537	Nonpart.	61	58	48	41	38	36	28	0	0	41	4	245181	4394450	208
B538	Nonpart.	64	60	51	44	40	37	28	0	0	43	4	231858	4394450	212
538	Nonpart.	64	60	51	43	39	37	27	0	0	43	4	231891	4394450	212
B539	Nonpart.	64	60	51	44	40	37	28	0	0	43	4	231858	4394449	212
539	Nonpart.	64	60	51	43	39	37	27	0	0	43	4	231891	4394449	212
B540	Nonpart.	66	62	52	45	41	40	34	12	0	45	4	236854	4394441	217
540	Nonpart.	66	62	52	45	41	40	33	10	0	45	4	236854	4394408	217
B541	Part.	66	62	52	45	41	40	34	11	0	45	4	236887	4394439	216
541	Part.	65	62	52	45	41	40	33	10	0	45	4	236887	4394406	217
B542	Nonpart.	64	61	51	45	41	40	34	13	0	45	4	239635	4394373	217

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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
542	Nonpart.	64	61	51	44	41	40	33	11	0	45	4	239635	4394406	217
B543	Nonpart.	66	62	52	45	41	40	33	11	0	45	4	236884	4394433	217
543	Nonpart.	65	62	52	45	41	40	33	10	0	45	4	236884	4394400	217
B544	Part.	65	62	52	45	41	40	33	11	0	45	4	236897	4394429	216
544	Part.	65	62	52	45	41	40	33	10	0	45	4	236897	4394396	217
B545	Nonpart.	66	62	53	46	42	41	34	11	0	46	4	236568	4394427	216
545	Nonpart.	66	62	53	46	42	41	34	10	0	46	4	236568	4394394	216
B546	Nonpart.	64	61	51	45	42	40	34	13	0	45	4	239657	4394368	217
546	Nonpart.	64	61	51	45	41	40	33	12	0	45	4	239634	4394392	217
B547	Nonpart.	66	62	53	46	42	41	34	11	0	46	4	236566	4394424	216
547	Nonpart.	66	62	53	46	42	41	34	10	0	46	4	236566	4394391	217
B548	Nonpart.	65	62	52	45	41	40	33	10	0	45	4	236875	4394397	217
548	Nonpart.	65	62	52	45	41	40	33	9	0	45	4	236875	4394364	217
B549	Nonpart.	64	61	51	45	42	40	34	13	0	45	4	239473	4394315	217
549	Nonpart.	64	61	51	44	41	40	33	12	0	45	4	239450	4394339	218
B550	Part.	65	61	52	45	42	41	35	15	0	46	4	239575	4394303	216
550	Part.	64	61	52	45	42	41	34	14	0	45	4	239575	4394336	217
B551	Part.	65	61	52	45	42	41	35	15	0	46	4	239579	4394303	216
551	Part.	64	61	52	45	42	41	34	14	0	45	4	239579	4394336	217
B552	Part.	64	61	52	45	41	40	32	10	0	45	4	231599	4394203	211
552	Part.	65	61	52	45	41	39	32	8	0	44	4	231632	4394203	212
B553	Nonpart.	65	61	52	46	42	41	34	11	0	46	4	229891	4394168	208
553	Nonpart.	65	61	52	45	42	41	33	10	0	45	4	229867	4394191	209
B554	Nonpart.	64	60	51	44	41	39	33	10	0	44	4	239182	4394122	216
554	Nonpart.	64	60	51	44	41	39	32	9	0	44	4	239159	4394145	217
B555	Nonpart.	64	60	51	44	41	39	33	10	0	44	4	239194	4394145	216
555	Nonpart.	64	60	51	44	41	39	32	9	0	44	4	239161	4394145	217
B556	Nonpart.	56	53	42	33	28	22	2	0	0	32	4	226550	4394097	206
556	Nonpart.	56	52	42	33	28	22	2	0	0	32	4	226550	4394064	207
B557	Part.	64	60	51	44	41	39	30	2	0	44	4	229364	4393917	209
557	Part.	64	60	51	44	40	39	30	1	0	44	4	229331	4393917	210
B558	Nonpart.	56	53	42	33	28	22	3	0	0	32	4	226523	4393817	208
558	Nonpart.	56	53	42	33	28	22	3	0	0	32	4	226499	4393793	209
B559	Part.	63	59	49	43	39	37	27	0	0	42	4	228888	4393751	209
559	Part.	63	59	49	43	39	37	27	0	0	42	4	228865	4393775	210

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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B560	Nonpart.	62	58	49	42	39	37	27	0	0	42	4	228810	4393751	210
560	Nonpart.	62	58	49	42	39	36	26	0	0	42	4	228787	4393774	210
B561	Part.	63	60	50	43	40	38	28	0	0	43	4	229017	4393740	210
561	Part.	63	60	50	43	40	38	28	0	0	43	4	228994	4393763	210
B562	Nonpart.	64	60	51	44	40	39	30	0	0	44	4	229136	4393716	210
562	Nonpart.	63	60	50	44	40	38	29	0	0	43	4	229113	4393739	210
B563	Nonpart.	64	60	51	44	41	40	35	15	0	45	4	245179	4393725	207
563	Nonpart.	64	60	51	44	41	40	34	14	0	44	4	245146	4393725	207
B564	Nonpart.	65	61	51	44	40	38	29	0	0	44	4	231890	4393634	213
564	Nonpart.	65	61	51	44	40	38	29	0	0	44	4	231867	4393658	213
B565	Nonpart.	57	53	42	34	29	24	5	0	0	33	4	226560	4393393	211
565	Nonpart.	57	53	42	34	28	23	5	0	0	32	4	226527	4393393	211
B566	Nonpart.	63	59	49	41	37	34	24	0	0	41	4	237826	4393322	215
566	Nonpart.	63	59	49	41	37	34	23	0	0	40	4	237859	4393322	215
B567	Part.	66	62	53	46	42	40	33	11	0	45	4	235443	4393274	219
567	Part.	66	62	53	45	42	40	33	10	0	45	4	235443	4393241	219
B568	Part.	66	62	53	46	42	40	33	10	0	45	4	235447	4393274	219
568	Part.	66	62	53	45	42	40	32	10	0	45	4	235447	4393241	219
B569	Part.	63	59	50	43	40	38	31	6	0	43	4	228299	4393190	209
569	Part.	63	59	50	43	39	38	30	4	0	43	4	228276	4393214	210
B570	Part.	63	59	50	43	39	38	30	5	0	43	4	228249	4393178	210
570	Part.	63	59	49	43	39	37	29	3	0	42	4	228226	4393201	211
B571	Nonpart.	62	59	49	42	39	37	29	2	0	42	4	228136	4393129	210
571	Nonpart.	62	58	49	42	38	37	28	1	0	42	4	228103	4393129	212
B572	Nonpart.	57	53	43	35	30	26	10	0	0	34	4	226826	4393112	212
572	Nonpart.	57	53	43	35	30	25	9	0	0	34	4	226793	4393112	212
B573	Nonpart.	61	57	47	40	35	33	23	0	0	39	4	240674	4393040	215
573	Nonpart.	61	57	47	39	35	32	22	0	0	39	4	240697	4393017	216
B574	Nonpart.	66	63	53	46	42	41	35	15	0	46	4	232639	4392948	217
574	Nonpart.	66	63	53	46	42	41	35	14	0	46	4	232639	4392915	218
B575	Nonpart.	66	63	53	46	42	41	35	15	0	46	4	232640	4392944	217
575	Nonpart.	66	63	53	46	42	41	35	14	0	46	4	232640	4392911	218
B576	Nonpart.	65	61	52	45	41	39	30	0	0	44	4	230973	4392899	215
576	Nonpart.	65	61	52	45	41	39	30	0	0	44	4	230973	4392866	215
B577	Nonpart.	65	61	52	45	41	39	30	0	0	44	4	230973	4392898	215

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
577	Nonpart.	65	61	52	45	41	39	30	0	0	44	4	230973	4392865	215
B578	Nonpart.	66	63	53	46	42	41	35	16	0	46	4	232353	4392822	217
578	Nonpart.	66	63	53	46	42	41	35	14	0	46	4	232376	4392845	217
B579	Nonpart.	66	63	53	46	42	41	35	16	0	46	4	232351	4392822	217
579	Nonpart.	66	63	53	46	42	41	35	15	0	46	4	232374	4392845	217
B580	Nonpart.	62	58	48	41	36	33	22	0	0	40	4	237879	4392825	215
580	Nonpart.	62	58	48	41	36	33	22	0	0	40	4	237912	4392825	215
B581	Nonpart.	62	58	48	41	36	33	22	0	0	40	4	237887	4392823	215
581	Nonpart.	62	58	48	41	36	33	22	0	0	40	4	237920	4392823	215
B582	Nonpart.	65	61	52	45	41	39	30	0	0	44	4	230957	4392829	215
582	Nonpart.	65	61	52	45	41	39	30	0	0	44	4	230957	4392796	214
B583	Nonpart.	65	61	52	44	41	38	30	12	0	44	4	235495	4392781	216
583	Nonpart.	65	61	52	44	40	38	30	11	0	44	4	235495	4392748	216
B584	Nonpart.	65	61	52	44	41	38	30	12	0	44	4	235496	4392781	216
584	Nonpart.	65	61	52	44	40	38	30	11	0	44	4	235496	4392748	216
B585	Nonpart.	62	58	48	40	36	32	21	0	0	39	4	237895	4392607	215
585	Nonpart.	62	58	48	40	35	32	21	0	0	39	4	237928	4392607	216
B586	Nonpart.	62	58	48	40	36	32	21	0	0	39	4	237921	4392633	215
586	Nonpart.	62	58	48	40	36	32	21	0	0	39	4	237921	4392600	216
B587	Nonpart.	66	63	53	46	42	41	32	5	0	46	4	233476	4392633	218
587	Nonpart.	66	63	53	46	42	41	32	5	0	46	4	233476	4392600	218
B588	Nonpart.	61	57	46	39	34	31	19	0	0	38	4	239142	4392613	214
588	Nonpart.	60	56	46	39	34	31	19	0	0	37	4	239142	4392580	215
B589	Nonpart.	66	63	53	46	43	41	33	6	0	46	4	233507	4392531	218
589	Nonpart.	66	63	53	46	42	41	33	6	0	46	4	233483	4392554	219
B590	Nonpart.	65	61	51	45	41	39	30	2	0	44	4	231024	4392551	216
590	Nonpart.	65	61	51	45	41	39	30	2	0	44	4	231024	4392518	216
B591	Nonpart.	60	57	46	39	34	30	18	0	0	37	4	239117	4392522	216
591	Nonpart.	60	57	46	38	34	30	17	0	0	37	4	239117	4392489	217
B592	Part.	66	62	53	46	42	40	33	10	0	46	4	234246	4392506	218
592	Part.	66	62	53	46	42	40	32	9	0	46	4	234246	4392473	219
B593	Part.	66	62	53	46	42	40	32	10	0	46	4	234247	4392505	218
593	Part.	66	62	53	46	42	40	32	9	0	46	4	234247	4392472	219
B594	Nonpart.	61	58	48	40	35	32	20	0	0	39	4	237838	4392412	216
594	Nonpart.	60	57	47	40	35	32	20	0	0	38	4	237838	4392379	215

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B595	Nonpart.	61	58	48	40	35	32	20	0	0	39	4	237835	4392410	216
595	Nonpart.	60	57	47	40	35	32	20	0	0	38	4	237835	4392377	215
B596	Nonpart.	60	56	47	40	37	36	28	1	0	40	4	246378	4392336	206
596	Nonpart.	60	56	46	40	37	35	27	0	0	40	4	246401	4392313	207
B597	Nonpart.	60	56	47	40	37	36	28	1	0	40	4	246379	4392334	206
597	Nonpart.	60	56	46	40	37	35	27	0	0	40	4	246403	4392310	207
B598	Nonpart.	55	51	40	32	26	20	0	0	0	30	4	225972	4392326	210
598	Nonpart.	55	51	40	32	26	20	0	0	0	30	4	225949	4392303	212
B599	Nonpart.	60	56	46	39	35	33	23	0	0	39	4	227711	4392308	215
599	Nonpart.	60	56	46	39	35	33	22	0	0	38	4	227687	4392285	215
B600	Nonpart.	59	55	44	37	31	27	12	0	0	35	4	240828	4392313	215
600	Nonpart.	59	55	44	36	31	27	12	0	0	35	4	240828	4392280	215
B601	Nonpart.	57	53	42	34	29	24	6	0	0	33	4	226561	4392303	212
601	Nonpart.	56	53	42	34	29	24	6	0	0	33	4	226537	4392280	212
B602	Nonpart.	59	55	45	37	31	27	13	0	0	35	4	240677	4392271	213
602	Nonpart.	59	55	44	37	31	27	12	0	0	35	4	240677	4392238	213
B603	Nonpart.	56	52	42	35	31	28	17	0	0	34	4	247120	4392143	205
603	Nonpart.	56	52	42	35	31	28	16	0	0	34	4	247153	4392143	205
B604	Nonpart.	59	55	46	39	36	34	26	0	0	39	4	246331	4392155	207
604	Nonpart.	59	55	45	39	35	34	25	0	0	39	4	246331	4392122	208
B605	Nonpart.	56	52	42	34	28	23	5	0	0	32	4	226520	4392135	212
605	Nonpart.	55	51	42	33	28	23	5	0	0	32	4	226497	4392112	212
B606	Nonpart.	58	54	44	36	30	26	9	0	0	34	4	241002	4392133	213
606	Nonpart.	58	54	44	36	30	25	9	0	0	34	4	241002	4392100	213
B607	Nonpart.	55	52	42	34	30	27	14	0	0	33	4	247255	4392088	205
607	Nonpart.	55	52	42	34	30	27	14	0	0	33	4	247288	4392088	205
B608	Nonpart.	64	60	51	44	41	40	33	11	0	45	4	228556	4392109	214
608	Nonpart.	64	60	51	44	41	40	33	9	0	44	4	228533	4392086	214
B609	Nonpart.	65	62	52	46	42	41	35	16	0	46	4	230556	4392022	218
609	Nonpart.	65	62	52	45	42	41	34	14	0	46	4	230556	4392055	218
B610	Nonpart.	64	61	51	44	40	37	28	4	0	43	4	235388	4392019	215
610	Nonpart.	64	60	51	44	40	37	28	4	0	43	4	235388	4392052	215
B611	Nonpart.	64	61	51	44	40	37	28	4	0	43	4	235389	4392017	215
611	Nonpart.	64	60	51	44	40	37	28	4	0	43	4	235389	4392050	215
B612	Nonpart.	63	60	50	43	40	39	31	7	0	44	4	228450	4392072	214

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
612	Nonpart.	63	59	50	43	40	38	31	6	0	43	4	228426	4392049	214
B613	Part.	65	62	52	45	41	40	33	12	0	45	4	231630	4392048	219
613	Part.	65	62	52	45	41	40	33	12	0	45	4	231630	4392015	219
B614	Part.	66	62	52	45	42	40	31	6	0	45	4	234577	4391962	216
614	Part.	66	62	52	45	41	39	31	6	0	45	4	234601	4391985	216
B615	Part.	66	62	52	45	42	40	31	6	0	45	4	234579	4391958	216
615	Part.	66	62	52	45	41	39	31	6	0	45	4	234602	4391982	216
B616	Nonpart.	58	54	44	36	30	25	9	0	0	34	4	240728	4391958	212
616	Nonpart.	57	53	44	35	30	25	8	0	0	34	4	240761	4391958	212
B617	Part.	66	62	52	45	42	40	32	6	0	45	4	234575	4391925	217
617	Part.	66	62	52	45	42	39	31	6	0	45	4	234598	4391948	216
B618	Part.	66	62	52	45	42	40	32	6	0	45	4	234578	4391924	217
618	Part.	66	62	52	45	41	39	31	6	0	45	4	234601	4391947	216
B619	Nonpart.	58	54	43	35	30	24	6	0	0	34	4	241124	4391964	214
619	Nonpart.	58	54	43	35	30	24	6	0	0	34	4	241147	4391941	215
B620	Part.	66	62	52	45	42	40	32	6	0	45	4	234587	4391897	216
620	Part.	66	62	52	45	41	39	31	6	0	45	4	234610	4391920	217
B621	Part.	63	60	50	43	40	39	31	5	0	43	4	228614	4391953	216
621	Part.	63	59	50	43	40	38	30	4	0	43	4	228614	4391920	216
B622	Nonpart.	56	53	42	34	29	24	5	0	0	33	4	243260	4391935	211
622	Nonpart.	56	53	42	34	29	23	5	0	0	33	4	243260	4391902	212
B623	Nonpart.	58	54	44	37	33	31	20	0	0	36	4	245194	4391867	208
623	Nonpart.	58	54	44	37	33	31	20	0	0	36	4	245194	4391834	208
B624	Nonpart.	58	54	44	35	30	24	7	0	0	34	4	240635	4391814	212
624	Nonpart.	58	54	44	35	30	24	7	0	0	34	4	240668	4391814	212
B625	Nonpart.	58	54	44	35	30	24	7	0	0	34	4	240635	4391813	212
625	Nonpart.	58	54	44	35	30	24	7	0	0	34	4	240668	4391813	212
B626	Nonpart.	66	62	53	46	42	41	34	11	0	46	4	234464	4391764	217
626	Nonpart.	66	62	53	46	42	41	33	10	0	46	4	234487	4391787	217
B627	Nonpart.	59	56	46	38	34	31	19	0	0	37	4	227729	4391794	215
627	Nonpart.	59	56	45	38	34	31	19	0	0	37	4	227729	4391761	215
B628	Part.	66	63	53	46	42	41	34	10	0	46	4	232655	4391685	218
628	Part.	66	63	53	46	42	41	34	9	0	46	4	232622	4391685	218
B629	Part.	66	63	53	46	42	41	34	10	0	46	4	232656	4391685	218
629	Part.	66	63	53	46	42	41	34	9	0	46	4	232623	4391685	218

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B630	Part.	66	62	53	46	42	40	33	10	0	45	4	234659	4391597	217
630	Part.	66	62	52	46	42	40	33	10	0	45	4	234683	4391620	217
B631	Part.	66	62	53	46	42	40	33	10	0	45	4	234660	4391596	217
631	Part.	66	62	52	46	42	40	33	10	0	45	4	234683	4391619	217
B632	Nonpart.	59	55	45	36	30	25	6	0	0	35	4	239128	4391555	212
632	Nonpart.	59	55	45	36	30	25	5	0	0	35	4	239128	4391522	212
B633	Nonpart.	56	53	43	35	31	28	15	0	0	34	4	245097	4391532	207
633	Nonpart.	56	53	42	35	31	28	15	0	0	34	4	245097	4391499	207
B634	Nonpart.	59	55	44	36	30	24	4	0	0	35	4	239073	4391405	212
634	Nonpart.	58	54	44	36	30	24	4	0	0	34	4	239096	4391428	212
B635	Nonpart.	59	55	44	36	30	24	4	0	0	35	4	239067	4391402	212
635	Nonpart.	58	54	44	36	30	24	4	0	0	34	4	239091	4391425	212
B636	Part.	62	58	48	41	36	33	21	0	0	40	4	236746	4391328	210
636	Part.	62	58	48	41	36	33	20	0	0	40	4	236779	4391328	212
B637	Part.	62	58	48	41	36	33	21	0	0	40	4	236747	4391326	210
637	Part.	62	58	48	41	36	33	20	0	0	40	4	236780	4391326	212
B638	Part.	61	57	47	40	35	31	17	0	0	38	4	237192	4391335	211
638	Part.	61	57	47	40	35	31	17	0	0	38	4	237216	4391312	211
B639	Part.	61	57	47	40	35	31	17	0	0	38	4	237195	4391335	211
639	Part.	61	57	47	40	35	31	16	0	0	38	4	237218	4391311	211
B640	Nonpart.	58	55	44	37	32	28	14	0	0	35	4	227664	4391308	216
640	Nonpart.	58	55	44	36	32	28	13	0	0	35	4	227641	4391285	216
B641	Nonpart.	64	60	51	44	40	38	31	7	0	44	4	235842	4391239	213
641	Nonpart.	64	60	51	44	40	38	30	6	0	43	4	235865	4391262	214
B642	Nonpart.	54	50	40	32	27	23	7	0	0	31	4	247250	4391285	204
642	Nonpart.	54	50	40	32	27	23	6	0	0	30	4	247250	4391252	204
B643	Nonpart.	62	58	48	41	36	33	20	0	0	39	4	236843	4391261	211
643	Nonpart.	62	58	48	41	36	33	20	0	0	39	4	236866	4391238	211
B644	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	240741	4391255	213
644	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	240741	4391222	213
B645	Nonpart.	56	52	42	33	27	20	0	0	0	31	4	241876	4391247	212
645	Nonpart.	56	52	41	33	27	20	0	0	0	31	4	241876	4391214	212
B646	Nonpart.	62	58	48	41	36	33	20	0	0	39	4	236878	4391212	211
646	Nonpart.	62	58	48	40	36	32	20	0	0	39	4	236911	4391212	212
B647	Nonpart.	61	57	47	40	35	31	18	0	0	39	4	237099	4391212	209

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
647	Nonpart.	61	58	47	40	35	31	17	0	0	39	4	237132	4391212	211
B648	Nonpart.	61	57	47	40	35	31	17	0	0	39	4	237129	4391244	210
648	Nonpart.	61	58	47	40	35	31	17	0	0	39	4	237129	4391211	211
B649	Nonpart.	62	58	48	41	36	33	20	0	0	39	4	236874	4391209	211
649	Nonpart.	62	58	48	40	36	32	20	0	0	39	4	236907	4391209	212
B650	Nonpart.	63	60	50	43	39	37	28	0	0	42	4	236205	4391141	214
650	Nonpart.	63	60	50	43	39	37	27	0	0	42	4	236205	4391174	214
B651	Nonpart.	64	61	51	44	41	39	31	5	0	44	4	235951	4391098	213
651	Nonpart.	64	61	51	44	40	38	30	4	0	44	4	235975	4391121	213
B652	Nonpart.	58	54	43	34	27	21	0	0	0	33	4	240639	4391102	212
652	Nonpart.	57	53	43	34	27	20	0	0	0	32	4	240662	4391079	212
B653	Nonpart.	61	58	48	40	35	32	19	0	0	39	4	237060	4391087	211
653	Nonpart.	61	57	47	40	35	32	19	0	0	39	4	237083	4391063	211
B654	Nonpart.	58	55	44	36	31	27	12	0	0	35	4	227733	4391078	218
654	Nonpart.	58	54	44	36	31	27	11	0	0	35	4	227709	4391055	218
B655	Nonpart.	55	51	41	33	29	25	10	0	0	32	4	245597	4391060	206
655	Nonpart.	55	51	41	33	29	25	10	0	0	32	4	245597	4391027	207
B656	Part.	66	62	53	46	42	41	33	9	0	46	4	234525	4390976	216
656	Part.	66	62	53	46	42	41	33	9	0	46	4	234558	4390976	216
B657	Part.	66	62	53	46	42	41	33	9	0	46	4	234525	4390975	216
657	Part.	66	62	53	46	42	41	33	9	0	46	4	234558	4390975	216
B658	Nonpart.	55	51	41	33	28	25	9	0	0	32	4	245596	4391002	206
658	Nonpart.	55	51	41	33	28	24	9	0	0	32	4	245596	4390969	206
B659	Nonpart.	61	57	47	40	35	31	18	0	0	38	4	237193	4390926	211
659	Nonpart.	61	57	47	40	35	31	18	0	0	38	4	237193	4390959	212
B660	Nonpart.	61	57	47	40	35	31	18	0	0	38	4	237194	4390925	211
660	Nonpart.	61	57	47	40	35	31	18	0	0	38	4	237194	4390958	212
B661	Nonpart.	60	57	46	38	33	29	13	0	0	37	4	237642	4390912	214
661	Nonpart.	60	57	46	38	33	29	13	0	0	37	4	237675	4390912	215
B662	Nonpart.	60	57	46	38	33	29	13	0	0	37	4	237643	4390908	214
662	Nonpart.	60	57	46	38	33	29	13	0	0	37	4	237676	4390908	215
B663	Nonpart.	60	56	46	38	33	28	11	0	0	36	4	237798	4390802	214
663	Nonpart.	60	56	46	38	33	28	11	0	0	36	4	237798	4390769	214
B664	Nonpart.	60	56	46	38	33	28	11	0	0	36	4	237799	4390799	214
664	Nonpart.	58	55	46	37	32	27	11	0	0	36	4	237799	4390766	214

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B665	Nonpart.	59	56	45	37	31	26	7	0	0	35	4	238199	4390737	215
665	Nonpart.	59	56	45	37	31	26	7	0	0	35	4	238232	4390737	215
B666	Nonpart.	59	56	45	37	31	25	6	0	0	35	4	238262	4390770	215
666	Nonpart.	59	56	45	37	31	25	6	0	0	35	4	238262	4390737	215
B667	Nonpart.	59	56	45	37	31	26	7	0	0	35	4	238203	4390769	215
667	Nonpart.	59	56	45	37	31	26	7	0	0	35	4	238203	4390736	215
B668	Nonpart.	59	56	45	37	31	26	7	0	0	35	4	238173	4390767	215
668	Nonpart.	59	56	45	37	31	26	7	0	0	35	4	238173	4390734	215
B669	Nonpart.	60	56	45	37	31	26	8	0	0	36	4	238118	4390719	215
669	Nonpart.	59	56	45	37	31	26	7	0	0	35	4	238151	4390719	215
B670	Nonpart.	59	56	45	37	31	25	6	0	0	35	4	238252	4390716	215
670	Nonpart.	59	56	45	37	31	25	6	0	0	35	4	238285	4390716	215
B671	Nonpart.	56	52	41	32	25	18	0	0	0	31	4	241857	4390746	211
671	Nonpart.	56	52	41	32	25	17	0	0	0	30	4	241857	4390713	212
B672	Nonpart.	60	56	45	37	31	26	8	0	0	36	4	238126	4390718	215
672	Nonpart.	59	56	45	37	31	26	8	0	0	35	4	238150	4390694	216
B673	Nonpart.	59	56	45	37	31	25	6	0	0	35	4	238246	4390693	215
673	Nonpart.	59	56	45	37	31	25	6	0	0	35	4	238279	4390693	215
B674	Nonpart.	59	56	45	37	31	26	8	0	0	35	4	238150	4390701	216
674	Nonpart.	59	56	45	37	31	26	8	0	0	35	4	238150	4390668	215
B675	Nonpart.	59	56	45	37	31	25	6	0	0	35	4	238280	4390694	215
675	Nonpart.	59	55	45	37	31	25	6	0	0	35	4	238280	4390661	214
B676	Nonpart.	59	56	45	37	31	25	6	0	0	35	4	238280	4390673	215
676	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238280	4390640	214
B677	Nonpart.	59	56	45	37	31	26	8	0	0	35	4	238118	4390635	216
677	Nonpart.	59	55	45	37	31	26	8	0	0	35	4	238151	4390635	215
B678	Nonpart.	57	53	42	34	28	23	3	0	0	32	4	227275	4390634	218
678	Nonpart.	57	53	42	34	28	23	3	0	0	32	4	227251	4390611	218
B679	Nonpart.	59	56	45	37	31	26	8	0	0	35	4	238127	4390633	215
679	Nonpart.	58	54	45	37	31	26	8	0	0	35	4	238151	4390610	215
B680	Nonpart.	59	55	45	37	31	25	7	0	0	35	4	238244	4390607	214
680	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238277	4390607	214
B681	Nonpart.	59	55	45	37	31	26	8	0	0	35	4	238125	4390609	215
681	Nonpart.	59	55	45	37	31	26	8	0	0	35	4	238149	4390586	215
B682	Nonpart.	59	55	45	37	31	25	6	0	0	35	4	238252	4390606	214

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
682	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238275	4390583	214
B683	Nonpart.	61	57	47	39	35	31	19	0	0	38	4	237297	4390543	211
683	Nonpart.	61	57	47	39	35	31	19	0	0	38	4	237297	4390576	211
B684	Nonpart.	52	48	38	30	24	19	0	0	0	28	4	247134	4390609	202
684	Nonpart.	52	48	38	30	24	19	0	0	0	28	4	247134	4390576	202
B685	Nonpart.	61	57	47	39	35	31	19	0	0	38	4	237300	4390537	211
685	Nonpart.	61	57	47	39	35	31	19	0	0	38	4	237300	4390570	211
B686	Nonpart.	59	55	45	37	31	26	7	0	0	35	4	238183	4390559	214
686	Nonpart.	58	54	45	36	31	26	8	0	0	35	4	238150	4390559	214
B687	Nonpart.	59	55	45	37	31	26	9	0	0	35	4	238066	4390582	215
687	Nonpart.	59	55	45	37	31	26	8	0	0	35	4	238089	4390558	215
B688	Nonpart.	60	57	46	39	34	30	17	0	0	38	4	229613	4390591	215
688	Nonpart.	60	57	46	39	34	30	17	0	0	38	4	229613	4390558	216
B689	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238277	4390591	214
689	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238277	4390558	214
B690	Nonpart.	56	52	41	33	27	21	0	0	0	31	4	226875	4390567	216
690	Nonpart.	56	52	41	33	27	21	0	0	0	31	4	226875	4390534	216
B691	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238271	4390561	214
691	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238271	4390528	214
B692	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238272	4390533	214
692	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238272	4390500	214
B693	Nonpart.	60	56	46	38	33	29	14	0	0	37	4	237693	4390468	213
693	Nonpart.	60	56	46	38	33	28	13	0	0	37	4	237716	4390491	213
B694	Nonpart.	59	55	44	36	30	24	3	0	0	34	4	238584	4390519	216
694	Nonpart.	59	55	44	36	30	24	3	0	0	34	4	238584	4390486	216
B695	Nonpart.	60	56	46	38	33	29	14	0	0	37	4	237691	4390462	213
695	Nonpart.	60	56	46	38	33	28	13	0	0	37	4	237715	4390485	213
B696	Nonpart.	59	55	45	37	31	26	8	0	0	35	4	238105	4390448	213
696	Nonpart.	59	55	45	37	31	26	8	0	0	35	4	238105	4390481	213
B697	Nonpart.	59	55	45	36	31	25	7	0	0	35	4	238241	4390479	214
697	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238274	4390479	214
B698	Nonpart.	58	54	44	35	29	22	0	0	0	33	4	239059	4390501	215
698	Nonpart.	58	54	44	35	28	22	0	0	0	33	4	239059	4390468	215
B699	Nonpart.	59	55	44	36	30	24	4	0	0	35	4	238437	4390480	215
699	Nonpart.	59	55	44	36	30	24	4	0	0	35	4	238460	4390457	215

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B700	Nonpart.	59	56	45	37	31	26	8	0	0	35	4	238120	4390479	213
700	Nonpart.	59	55	45	37	31	26	8	0	0	35	4	238144	4390456	213
B701	Nonpart.	59	55	45	36	31	25	7	0	0	35	4	238239	4390450	214
701	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238272	4390450	214
B702	Nonpart.	59	55	45	37	31	26	8	0	0	35	4	238168	4390439	213
702	Nonpart.	59	55	45	36	31	26	7	0	0	35	4	238201	4390439	214
B703	Nonpart.	59	55	44	36	30	24	2	0	0	34	4	238612	4390466	217
703	Nonpart.	57	54	44	35	29	23	2	0	0	34	4	238612	4390433	216
B704	Nonpart.	59	55	44	36	30	24	4	0	0	35	4	238459	4390448	215
704	Nonpart.	59	55	44	36	30	24	4	0	0	34	4	238483	4390425	216
B705	Nonpart.	58	54	44	36	30	23	3	0	0	34	4	238596	4390435	217
705	Nonpart.	57	53	43	35	29	23	2	0	0	33	4	238620	4390412	216
B706	Nonpart.	59	55	44	36	30	24	3	0	0	34	4	238556	4390418	217
706	Nonpart.	57	53	44	35	29	23	3	0	0	33	4	238579	4390394	216
B707	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238287	4390419	214
707	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238287	4390386	214
B708	Nonpart.	58	54	43	35	29	23	2	0	0	34	4	238609	4390346	215
708	Nonpart.	57	53	44	35	29	23	2	0	0	33	4	238609	4390379	216
B709	Nonpart.	54	50	39	31	24	18	0	0	0	29	4	243888	4390411	211
709	Nonpart.	54	50	39	31	24	18	0	0	0	29	4	243888	4390378	211
B710	Nonpart.	54	50	39	31	24	18	0	0	0	29	4	243883	4390410	211
710	Nonpart.	54	50	39	31	24	18	0	0	0	29	4	243883	4390377	211
B711	Nonpart.	58	54	44	35	29	23	2	0	0	34	4	238666	4390349	215
711	Nonpart.	57	53	43	35	29	23	2	0	0	33	4	238643	4390372	215
B712	Nonpart.	59	55	44	35	29	23	1	0	0	34	4	238714	4390396	215
712	Nonpart.	59	55	44	35	29	23	1	0	0	34	4	238737	4390372	214
B713	Nonpart.	59	55	44	35	29	23	1	0	0	34	4	238778	4390405	214
713	Nonpart.	59	55	44	35	29	23	1	0	0	34	4	238778	4390372	214
B714	Nonpart.	58	54	44	35	29	23	1	0	0	34	4	238693	4390395	215
714	Nonpart.	58	54	44	35	29	23	2	0	0	34	4	238669	4390372	215
B715	Nonpart.	57	53	42	33	26	17	0	0	0	32	4	240571	4390346	209
715	Nonpart.	56	52	42	32	25	17	0	0	0	31	4	240595	4390369	210
B716	Nonpart.	58	54	44	35	29	22	0	0	0	34	4	238934	4390368	214
716	Nonpart.	58	54	44	35	29	22	0	0	0	33	4	238967	4390368	214
B717	Nonpart.	58	54	44	35	29	22	0	0	0	33	4	239000	4390401	214

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
717	Nonpart.	58	54	43	35	28	22	0	0	0	33	4	239000	4390368	214
B718	Nonpart.	58	55	44	35	29	22	0	0	0	34	4	238864	4390401	214
718	Nonpart.	58	55	44	35	29	22	0	0	0	34	4	238864	4390368	214
B719	Nonpart.	58	55	44	35	29	22	0	0	0	34	4	238872	4390366	214
719	Nonpart.	58	55	44	35	29	22	0	0	0	34	4	238905	4390366	214
B720	Nonpart.	58	55	44	35	29	22	0	0	0	34	4	238894	4390388	214
720	Nonpart.	58	55	44	35	29	22	0	0	0	34	4	238918	4390365	214
B721	Nonpart.	58	55	44	35	29	22	0	0	0	34	4	238928	4390398	214
721	Nonpart.	58	54	44	35	29	22	0	0	0	34	4	238928	4390365	214
B722	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238288	4390391	214
722	Nonpart.	59	55	45	36	30	25	6	0	0	35	4	238288	4390358	214
B723	Nonpart.	59	55	45	36	31	25	6	0	0	35	4	238297	4390381	214
723	Nonpart.	59	55	45	36	30	25	6	0	0	35	4	238297	4390348	214
B724	Nonpart.	58	54	44	35	29	23	2	0	0	34	4	238610	4390306	215
724	Nonpart.	57	53	43	35	29	23	3	0	0	33	4	238586	4390329	215
B725	Nonpart.	59	55	44	35	29	23	1	0	0	34	4	238703	4390326	214
725	Nonpart.	59	55	44	35	29	23	2	0	0	34	4	238670	4390326	215
B726	Nonpart.	58	55	44	35	29	22	0	0	0	34	4	238843	4390359	214
726	Nonpart.	58	55	44	35	29	22	0	0	0	34	4	238843	4390326	215
B727	Nonpart.	58	54	43	35	28	22	0	0	0	33	4	238995	4390358	214
727	Nonpart.	58	54	43	35	28	22	0	0	0	33	4	238995	4390325	214
B728	Nonpart.	58	54	44	35	29	22	0	0	0	34	4	238912	4390322	214
728	Nonpart.	58	54	44	35	29	22	0	0	0	33	4	238945	4390322	214
B729	Nonpart.	58	55	44	35	29	23	2	0	0	34	4	238662	4390319	215
729	Nonpart.	58	54	44	35	29	23	2	0	0	34	4	238629	4390319	215
B730	Nonpart.	58	54	43	35	28	22	0	0	0	33	4	239014	4390315	214
730	Nonpart.	58	54	43	35	28	21	0	0	0	33	4	239047	4390315	214
B731	Nonpart.	58	55	44	35	29	23	2	0	0	34	4	238674	4390346	215
731	Nonpart.	59	55	44	35	29	23	2	0	0	34	4	238674	4390313	215
B732	Nonpart.	58	55	44	35	29	22	0	0	0	34	4	238806	4390345	214
732	Nonpart.	58	55	44	35	29	22	0	0	0	34	4	238806	4390312	214
B733	Part.	64	60	51	44	41	39	32	7	0	44	4	236558	4390286	216
733	Part.	64	60	50	44	40	39	31	5	0	44	4	236581	4390309	216
B734	Nonpart.	58	54	43	35	28	21	0	0	0	33	4	239092	4390331	213
734	Nonpart.	58	54	43	35	28	21	0	0	0	33	4	239115	4390308	213

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B735	Part.	64	60	51	44	41	39	32	7	0	44	4	236549	4390308	216
735	Part.	64	60	50	44	40	39	31	5	0	44	4	236582	4390308	216
B736	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	239141	4390340	213
736	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	239141	4390307	213
B737	Nonpart.	59	55	44	36	30	25	5	0	0	35	4	238356	4390320	215
737	Nonpart.	59	55	44	36	30	24	5	0	0	35	4	238379	4390297	215
B738	Nonpart.	60	56	46	38	33	29	15	0	0	37	4	229684	4390327	215
738	Nonpart.	60	56	46	38	33	29	15	0	0	37	4	229684	4390294	215
B739	Part.	55	51	40	31	24	16	0	0	0	30	4	241922	4390320	208
739	Part.	55	51	40	31	24	16	0	0	0	30	4	241922	4390287	209
B740	Nonpart.	60	56	46	38	33	28	13	0	0	36	4	229541	4390274	217
740	Nonpart.	60	56	46	38	32	28	13	0	0	36	4	229518	4390251	218
B741	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	239142	4390207	213
741	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	239142	4390174	212
B742	Nonpart.	57	53	42	32	25	17	0	0	0	31	4	240542	4390173	208
742	Nonpart.	54	50	41	32	24	16	0	0	0	30	4	240566	4390150	208
B743	Nonpart.	51	48	37	28	22	17	0	0	0	27	4	247206	4390150	203
743	Nonpart.	51	47	36	28	22	16	0	0	0	27	4	247229	4390127	204
B744	Nonpart.	57	53	42	32	25	17	0	0	0	31	4	240577	4390117	209
744	Nonpart.	57	53	42	32	25	17	0	0	0	31	4	240544	4390117	208
B745	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	239144	4390148	212
745	Nonpart.	58	54	43	34	28	21	0	0	0	33	4	239144	4390115	212
B746	Nonpart.	60	56	46	38	33	29	14	0	0	37	4	229865	4390122	215
746	Nonpart.	56	53	45	37	32	28	13	0	0	35	4	229841	4390099	214
B747	Part.	65	61	52	45	41	39	29	0	0	44	4	234612	4390101	216
747	Part.	65	61	51	45	41	39	29	0	0	44	4	234612	4390068	216
B748	Nonpart.	59	55	45	36	31	26	8	0	0	35	4	238147	4390013	212
748	Nonpart.	59	55	44	36	31	25	8	0	0	35	4	238180	4390013	212
B749	Nonpart.	53	49	38	30	24	18	0	0	0	28	4	245568	4390043	205
749	Nonpart.	53	49	38	30	24	18	0	0	0	28	4	245568	4390010	205
B750	Nonpart.	61	57	47	39	34	30	17	0	0	38	4	230722	4390014	216
750	Nonpart.	61	57	47	39	34	30	16	0	0	38	4	230722	4389981	216
B751	Nonpart.	55	51	40	30	23	14	0	0	0	29	4	241851	4389944	210
751	Nonpart.	55	51	40	30	23	14	0	0	0	29	4	241851	4389911	210
B752	Nonpart.	58	54	44	36	30	25	6	0	0	34	4	238285	4389862	211

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
752	Nonpart.	57	53	43	35	30	24	6	0	0	34	4	238285	4389829	209
B753	Nonpart.	57	53	41	32	25	16	0	0	0	31	4	240603	4389832	209
753	Nonpart.	56	52	41	32	24	15	0	0	0	30	4	240626	4389809	210
B754	Nonpart.	57	53	44	35	30	24	6	0	0	34	4	238320	4389808	210
754	Nonpart.	53	51	44	35	28	23	4	0	0	32	4	238320	4389775	209
B755	Part.	66	62	52	46	42	41	33	6	0	45	4	233325	4389807	214
755	Part.	65	62	52	46	42	40	33	6	0	45	4	233325	4389774	215
B756	Part.	66	62	52	46	42	41	33	6	0	45	4	233325	4389803	214
756	Part.	65	62	52	46	42	40	33	6	0	45	4	233325	4389770	215
B757	Nonpart.	60	56	45	38	33	29	15	0	0	37	4	237628	4389783	212
757	Nonpart.	60	56	45	38	33	29	15	0	0	36	4	237628	4389750	213
B758	Nonpart.	60	56	46	38	33	29	15	0	0	37	4	237606	4389723	213
758	Nonpart.	60	56	45	38	33	29	15	0	0	36	4	237630	4389746	213
B759	Nonpart.	56	52	42	32	25	16	0	0	0	31	4	240146	4389735	208
759	Nonpart.	57	53	41	32	25	16	0	0	0	31	4	240179	4389735	208
B760	Nonpart.	59	55	45	36	31	26	10	0	0	35	4	238016	4389758	210
760	Nonpart.	58	55	45	36	31	26	10	0	0	35	4	238016	4389725	211
B761	Nonpart.	59	55	44	36	30	25	7	0	0	34	4	238225	4389744	211
761	Nonpart.	56	53	44	35	29	24	7	0	0	34	4	238249	4389721	210
B762	Nonpart.	59	55	45	36	31	26	10	0	0	35	4	238029	4389742	211
762	Nonpart.	58	55	44	36	31	26	9	0	0	35	4	238052	4389719	211
B763	Nonpart.	59	55	44	36	31	26	9	0	0	35	4	238070	4389693	211
763	Nonpart.	58	54	44	36	30	25	9	0	0	34	4	238093	4389717	211
B764	Nonpart.	61	58	48	40	36	34	24	0	0	40	4	237034	4389707	211
764	Nonpart.	61	57	47	40	36	34	24	0	0	39	4	237067	4389707	210
B765	Nonpart.	61	58	48	40	36	34	24	0	0	40	4	237034	4389704	211
765	Nonpart.	61	57	47	40	36	34	24	0	0	39	4	237067	4389704	210
B766	Nonpart.	59	55	44	36	31	26	8	0	0	35	4	238103	4389681	211
766	Nonpart.	55	52	44	35	29	24	7	0	0	33	4	238136	4389681	210
B767	Nonpart.	62	58	48	41	36	33	21	0	0	40	4	231784	4389697	214
767	Nonpart.	62	58	48	41	36	33	21	0	0	40	4	231760	4389674	215
B768	Nonpart.	62	58	48	41	36	33	21	0	0	40	4	231784	4389696	214
768	Nonpart.	62	58	48	41	36	33	21	0	0	40	4	231761	4389673	215
B769	Nonpart.	59	55	44	36	31	26	9	0	0	35	4	238050	4389703	211
769	Nonpart.	59	55	44	36	31	26	9	0	0	35	4	238050	4389670	211

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B770	Nonpart.	59	55	44	36	31	26	9	0	0	35	4	238072	4389693	211
770	Nonpart.	58	55	44	36	31	26	9	0	0	35	4	238095	4389669	211
B771	Nonpart.	64	60	51	44	40	38	29	1	0	43	4	232561	4389684	215
771	Nonpart.	64	60	51	44	40	38	29	0	0	43	4	232538	4389661	215
B772	Nonpart.	64	60	51	44	40	38	29	1	0	43	4	232558	4389683	215
772	Nonpart.	64	60	51	44	40	38	29	0	0	43	4	232535	4389659	215
B773	Nonpart.	60	56	46	38	34	30	17	0	0	37	4	237459	4389631	212
773	Nonpart.	60	56	46	38	33	30	17	0	0	37	4	237482	4389654	213
B774	Nonpart.	60	56	46	38	34	30	17	0	0	37	4	237461	4389626	212
774	Nonpart.	60	56	46	38	33	30	17	0	0	37	4	237484	4389649	213
B775	Part.	65	61	52	45	42	40	32	5	0	45	4	235220	4389664	214
775	Part.	65	61	52	45	42	40	32	5	0	45	4	235220	4389631	214
B776	Part.	65	61	52	45	42	40	32	5	0	45	4	235223	4389661	214
776	Part.	65	61	52	45	42	40	32	5	0	45	4	235223	4389628	214
B777	Part.	65	62	52	46	42	41	33	11	0	46	4	234485	4389591	216
777	Part.	65	62	52	45	42	41	33	10	0	45	4	234485	4389624	216
B778	Nonpart.	58	54	44	36	31	26	10	0	0	35	4	238015	4389654	209
778	Nonpart.	58	54	44	36	31	26	9	0	0	35	4	238015	4389621	208
B779	Nonpart.	59	55	44	36	31	26	9	0	0	35	4	238068	4389642	211
779	Nonpart.	59	55	44	36	31	25	8	0	0	35	4	238091	4389619	211
B780	Nonpart.	59	55	44	36	30	25	8	0	0	35	4	238110	4389630	211
780	Nonpart.	53	49	42	35	29	24	6	0	0	32	4	238133	4389606	209
B781	Nonpart.	50	46	35	27	21	14	0	0	0	25	4	247167	4389639	204
781	Nonpart.	50	46	35	27	20	14	0	0	0	25	4	247167	4389606	204
B782	Nonpart.	61	57	47	39	34	30	14	0	0	37	4	230974	4389630	215
782	Nonpart.	61	57	47	39	34	29	14	0	0	37	4	230951	4389606	215
B783	Nonpart.	50	46	35	27	21	14	0	0	0	25	4	247168	4389638	204
783	Nonpart.	50	46	35	27	20	14	0	0	0	25	4	247168	4389605	204
B784	Nonpart.	62	58	48	41	37	35	26	0	0	40	4	236929	4389602	211
784	Nonpart.	62	58	48	41	37	34	25	0	0	40	4	236962	4389602	211
B785	Nonpart.	63	59	49	42	38	35	24	0	0	41	4	232110	4389632	215
785	Nonpart.	63	59	49	42	38	35	24	0	0	41	4	232110	4389599	214
B786	Nonpart.	62	58	48	41	37	35	26	0	0	40	4	236930	4389598	211
786	Nonpart.	62	58	48	41	37	34	25	0	0	40	4	236963	4389598	211
B787	Part.	66	62	52	46	42	41	34	14	0	46	4	233286	4389549	215

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
787	Part.	65	62	52	45	42	41	34	13	0	45	4	233286	4389582	215
B788	Nonpart.	55	51	40	30	23	13	0	0	0	29	4	241342	4389565	209
788	Nonpart.	55	51	40	30	23	13	0	0	0	29	4	241375	4389565	209
B789	Nonpart.	62	58	48	41	36	33	21	0	0	40	4	231778	4389584	214
789	Nonpart.	62	58	48	41	36	33	21	0	0	40	4	231778	4389551	214
B790	Part.	65	62	52	45	42	40	34	15	0	45	4	232918	4389519	214
790	Part.	65	61	52	45	41	40	34	13	0	45	4	232895	4389543	214
B791	Nonpart.	56	53	43	35	30	25	8	0	0	34	4	238103	4389564	208
791	Nonpart.	54	50	43	35	29	24	6	0	0	32	4	238126	4389541	208
B792	Nonpart.	57	53	41	32	25	16	0	0	0	31	4	240086	4389538	209
792	Nonpart.	57	53	41	32	25	16	0	0	0	31	4	240119	4389538	208
B793	Nonpart.	58	55	45	37	32	28	14	0	0	36	4	237683	4389529	211
793	Nonpart.	58	55	45	37	32	28	13	0	0	36	4	237716	4389529	211
B794	Nonpart.	59	55	45	37	32	29	15	0	0	36	4	237634	4389552	211
794	Nonpart.	57	53	45	37	32	28	14	0	0	35	4	237658	4389529	210
B795	Nonpart.	57	53	44	36	31	27	12	0	0	35	4	237829	4389560	210
795	Nonpart.	57	54	44	36	31	27	12	0	0	35	4	237829	4389527	209
B796	Nonpart.	57	53	44	36	31	27	12	0	0	35	4	237829	4389559	210
796	Nonpart.	57	54	44	36	31	27	12	0	0	35	4	237829	4389526	209
B797	Nonpart.	56	52	43	35	31	26	10	0	0	34	4	237919	4389499	207
797	Nonpart.	57	53	43	36	31	26	10	0	0	34	4	237943	4389522	208
B798	Nonpart.	59	55	45	37	32	28	14	0	0	36	4	237699	4389543	211
798	Nonpart.	58	54	45	37	32	28	13	0	0	35	4	237722	4389520	210
B799	Nonpart.	56	52	43	35	31	26	10	0	0	34	4	237929	4389542	208
799	Nonpart.	57	53	43	36	31	26	10	0	0	34	4	237952	4389519	207
B800	Nonpart.	59	55	44	36	31	26	9	0	0	35	4	238054	4389530	209
800	Nonpart.	58	54	44	36	31	26	9	0	0	35	4	238031	4389506	209
B801	Nonpart.	59	55	44	36	31	26	9	0	0	35	4	238052	4389511	210
801	Nonpart.	55	52	44	35	29	24	7	0	0	33	4	238076	4389487	210
B802	Nonpart.	62	58	48	41	37	35	25	0	0	40	4	236915	4389519	210
802	Nonpart.	61	57	48	41	37	34	25	0	0	40	4	236915	4389486	209
B803	Part.	53	49	38	29	21	13	0	0	0	27	4	243475	4389461	211
803	Part.	52	48	38	28	21	13	0	0	0	27	4	243508	4389461	211
B804	Part.	53	49	38	29	21	13	0	0	0	27	4	243466	4389474	211
804	Part.	51	47	38	28	21	12	0	0	0	26	4	243490	4389451	211

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B805	Nonpart.	57	53	41	32	25	16	0	0	0	31	4	240169	4389440	208
805	Nonpart.	55	51	41	31	24	15	0	0	0	30	4	240202	4389440	208
B806	Nonpart.	56	52	40	31	23	13	0	0	0	30	4	241066	4389457	208
806	Nonpart.	55	51	40	30	23	13	0	0	0	29	4	241089	4389434	209
B807	Nonpart.	60	56	45	38	33	29	16	0	0	36	4	237522	4389427	210
807	Nonpart.	59	56	45	38	33	29	15	0	0	36	4	237555	4389427	210
B808	Nonpart.	60	56	45	38	33	29	16	0	0	36	4	237523	4389427	210
808	Nonpart.	59	56	45	38	33	29	15	0	0	36	4	237556	4389427	210
B809	Nonpart.	55	51	40	30	23	13	0	0	0	29	4	241107	4389438	209
809	Nonpart.	53	49	40	30	22	12	0	0	0	28	4	241130	4389414	209
B810	Nonpart.	56	52	40	31	23	14	0	0	0	30	4	240865	4389399	208
810	Nonpart.	56	52	40	31	23	14	0	0	0	30	4	240842	4389376	209
B811	Nonpart.	52	48	37	28	21	13	0	0	0	27	4	244244	4389395	214
811	Nonpart.	52	48	37	28	21	13	0	0	0	27	4	244267	4389372	215
B812	Nonpart.	54	50	41	31	23	14	0	0	0	29	4	240491	4389387	208
812	Nonpart.	53	49	41	31	23	13	0	0	0	29	4	240491	4389354	207
B813	Nonpart.	48	45	34	25	19	12	0	0	0	24	4	247150	4389323	202
813	Nonpart.	48	44	34	25	19	12	0	0	0	24	4	247173	4389346	202
B814	Nonpart.	55	51	40	30	23	13	0	0	0	29	4	241046	4389289	209
814	Nonpart.	55	51	40	30	23	13	0	0	0	29	4	241079	4389289	209
B815	Nonpart.	53	49	40	30	22	12	0	0	0	28	4	240916	4389259	207
815	Nonpart.	52	48	38	28	22	12	0	0	0	27	4	240883	4389259	206
B816	Nonpart.	64	60	50	44	40	39	32	8	0	44	4	236138	4389208	212
816	Nonpart.	63	59	50	43	40	38	31	7	0	43	4	236138	4389175	211
B817	Part.	65	62	52	45	42	41	34	13	0	46	4	233685	4389149	216
817	Part.	65	62	52	45	42	41	34	12	0	45	4	233708	4389172	216
B818	Nonpart.	59	55	45	37	31	26	8	0	0	35	4	230493	4389141	213
818	Nonpart.	59	55	45	37	31	26	7	0	0	35	4	230460	4389141	213
B819	Nonpart.	56	52	40	30	23	13	0	0	0	30	4	240720	4389075	209
819	Nonpart.	55	51	40	30	22	13	0	0	0	29	4	240697	4389052	209
B820	Nonpart.	59	56	45	38	32	28	11	0	0	36	4	230890	4389047	212
820	Nonpart.	56	53	45	37	31	26	9	0	0	35	4	230867	4389024	211
B821	Nonpart.	54	50	39	29	21	12	0	0	0	28	4	240673	4388992	205
821	Nonpart.	55	51	39	30	22	13	0	0	0	29	4	240673	4388959	206
B822	Nonpart.	55	51	39	29	22	11	0	0	0	29	4	241079	4388882	208

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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
822	Nonpart.	55	51	39	29	22	11	0	0	0	28	4	241112	4388882	208
B823	Nonpart.	60	56	45	37	32	27	11	0	0	36	4	230876	4388895	213
823	Nonpart.	59	56	45	37	32	27	10	0	0	36	4	230852	4388872	213
B824	Nonpart.	62	58	48	41	38	35	26	0	0	41	4	236208	4388893	210
824	Nonpart.	62	58	48	41	37	35	25	0	0	41	4	236208	4388860	210
B825	Nonpart.	54	50	39	29	21	11	0	0	0	28	4	241182	4388858	208
825	Nonpart.	52	48	39	29	20	10	0	0	0	27	4	241215	4388858	207
B826	Nonpart.	54	50	39	29	21	11	0	0	0	28	4	241162	4388844	208
826	Nonpart.	52	48	39	29	20	10	0	0	0	27	4	241162	4388811	207
B827	Nonpart.	62	58	48	41	38	35	25	0	0	41	4	236112	4388819	210
827	Nonpart.	61	58	48	41	37	35	25	0	0	41	4	236112	4388786	210
B828	Nonpart.	49	45	33	24	17	9	0	0	0	23	4	247077	4388695	204
828	Nonpart.	49	45	33	24	17	9	0	0	0	23	4	247077	4388662	205
B829	Nonpart.	51	47	35	26	19	10	0	0	0	25	4	245528	4388665	208
829	Nonpart.	50	46	35	26	19	10	0	0	0	25	4	245528	4388632	209
B830	Nonpart.	62	59	49	42	39	37	27	0	0	42	4	235645	4388608	210
830	Nonpart.	60	57	49	42	38	35	26	0	0	41	4	235678	4388608	209
B831	Nonpart.	62	58	49	41	38	36	27	0	0	41	4	231994	4388618	212
831	Nonpart.	62	58	48	41	37	35	27	0	0	41	4	231970	4388595	212
B832	Nonpart.	54	50	39	29	21	11	0	0	0	28	4	241050	4388615	207
832	Nonpart.	51	47	38	28	20	9	0	0	0	27	4	241074	4388591	207
B833	Nonpart.	54	50	38	29	21	10	0	0	0	28	4	241230	4388567	207
833	Nonpart.	53	49	38	28	20	10	0	0	0	27	4	241207	4388544	206
B834	Nonpart.	61	58	48	41	37	34	23	0	0	40	4	235969	4388523	209
834	Nonpart.	61	58	48	41	37	34	23	0	0	40	4	236002	4388523	209
B835	Nonpart.	61	57	48	42	38	36	26	0	0	41	4	235671	4388534	207
835	Nonpart.	60	57	48	41	38	36	26	0	0	41	4	235694	4388510	205
B836	Nonpart.	61	58	48	41	37	34	22	0	0	40	4	236006	4388485	209
836	Nonpart.	61	57	47	40	36	34	22	0	0	39	4	236039	4388485	208
B837	Nonpart.	61	57	48	40	36	34	25	0	0	40	4	231842	4388458	211
837	Nonpart.	61	57	48	40	36	34	24	0	0	40	4	231819	4388481	212
B838	Nonpart.	63	59	50	43	40	38	30	2	0	43	4	235445	4388429	209
838	Nonpart.	62	59	50	43	39	37	29	1	0	42	4	235478	4388429	209
B839	Nonpart.	62	58	48	41	37	34	24	0	0	40	4	235851	4388408	209
839	Nonpart.	61	57	48	41	37	34	23	0	0	40	4	235884	4388408	208

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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B840	Nonpart.	60	56	46	38	33	29	15	0	0	36	4	231230	4388407	213
840	Nonpart.	60	56	45	38	33	29	15	0	0	36	4	231230	4388374	212
B841	Nonpart.	64	60	51	44	41	40	32	9	0	44	4	235285	4388386	210
841	Nonpart.	63	60	50	44	41	39	32	8	0	44	4	235309	4388363	210
B842	Nonpart.	63	60	51	44	41	39	32	9	0	44	4	235291	4388359	210
842	Nonpart.	63	60	50	44	40	39	32	7	0	44	4	235324	4388359	210
B843	Nonpart.	64	61	52	45	42	41	34	13	0	45	4	235188	4388353	210
843	Nonpart.	63	60	51	45	41	40	34	12	0	45	4	235221	4388353	210
B844	Nonpart.	51	47	35	26	18	8	0	0	0	25	4	243640	4388345	206
844	Nonpart.	51	47	35	25	18	8	0	0	0	25	4	243640	4388312	207
B845	Nonpart.	60	56	46	39	34	31	17	0	0	37	4	236435	4388301	209
845	Nonpart.	60	56	46	38	34	31	17	0	0	37	4	236468	4388301	208
B846	Nonpart.	50	46	34	25	17	8	0	0	0	24	4	245415	4388302	213
846	Nonpart.	50	46	34	25	17	8	0	0	0	24	4	245415	4388269	213
B847	Nonpart.	61	57	47	40	36	33	20	0	0	39	4	236075	4388296	207
847	Nonpart.	56	54	47	39	34	31	19	0	0	38	4	236075	4388263	207
B848	Nonpart.	50	46	34	25	17	8	0	0	0	24	4	245430	4388295	213
848	Nonpart.	50	46	34	25	17	8	0	0	0	24	4	245430	4388262	213
B849	Nonpart.	64	60	50	44	40	38	30	0	0	43	4	233793	4388156	210
849	Nonpart.	63	60	50	43	40	38	30	0	0	43	4	233793	4388123	210
B850	Nonpart.	49	45	33	24	16	7	0	0	0	23	4	245510	4388084	213
850	Nonpart.	49	45	33	24	16	7	0	0	0	23	4	245510	4388051	214
B851	Nonpart.	47	44	32	23	16	7	0	0	0	22	4	245883	4388048	217
851	Nonpart.	47	43	32	23	16	7	0	0	0	22	4	245883	4388015	217
B852	Nonpart.	51	47	35	25	17	6	0	0	0	24	4	243043	4387950	203
852	Nonpart.	46	43	35	24	15	4	0	0	0	22	4	243019	4387927	203
B853	Nonpart.	52	48	36	26	18	6	0	0	0	26	4	242215	4387958	207
853	Nonpart.	52	48	36	26	18	6	0	0	0	26	4	242215	4387925	207
B854	Nonpart.	51	47	35	25	17	6	0	0	0	24	4	243126	4387914	204
854	Nonpart.	49	45	35	24	16	4	0	0	0	24	4	243126	4387881	204
B855	Nonpart.	52	47	36	26	17	6	0	0	0	25	4	242618	4387890	205
855	Nonpart.	52	47	36	26	17	6	0	0	0	25	4	242595	4387867	205
B856	Nonpart.	50	46	34	24	16	5	0	0	0	24	4	243518	4387813	205
856	Nonpart.	50	46	34	25	16	5	0	0	0	24	4	243542	4387836	205
B857	Nonpart.	51	47	36	26	17	5	0	0	0	25	4	242616	4387845	205

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IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
857	Nonpart.	50	46	35	25	16	5	0	0	0	24	4	242616	4387812	205
B858	Nonpart.	49	45	34	24	16	6	0	0	0	23	4	244509	4387843	209
858	Nonpart.	49	45	34	24	16	6	0	0	0	23	4	244509	4387810	210
B859	Nonpart.	50	46	34	24	16	5	0	0	0	24	4	243524	4387829	205
859	Nonpart.	50	46	34	24	16	5	0	0	0	24	4	243524	4387796	205
B860	Nonpart.	59	55	45	37	33	29	17	0	0	36	4	231453	4387794	210
860	Nonpart.	59	55	45	37	33	29	16	0	0	36	4	231420	4387794	211
B861	Nonpart.	62	59	49	42	39	37	27	0	0	42	4	233901	4387827	209
861	Nonpart.	62	58	49	42	38	36	27	0	0	42	4	233901	4387794	209
B862	Nonpart.	50	46	34	24	16	5	0	0	0	23	4	243790	4387813	205
862	Nonpart.	45	41	34	23	14	3	0	0	0	21	4	243790	4387780	205
B863	Nonpart.	51	47	35	25	16	5	0	0	0	24	4	242952	4387813	202
863	Nonpart.	51	47	35	25	16	5	0	0	0	24	4	242952	4387780	204
B864	Nonpart.	50	46	34	24	16	5	0	0	0	23	4	243806	4387813	205
864	Nonpart.	45	41	34	23	14	3	0	0	0	21	4	243806	4387780	205
B865	Nonpart.	47	43	31	22	14	5	0	0	0	21	4	247053	4387812	210
865	Nonpart.	47	43	31	22	14	5	0	0	0	21	4	247053	4387779	211
B866	Nonpart.	47	43	31	22	14	4	0	0	0	21	4	246999	4387737	212
866	Nonpart.	47	43	31	22	14	4	0	0	0	21	4	246999	4387704	213
B867	Nonpart.	47	43	31	22	14	5	0	0	0	21	4	246711	4387730	216
867	Nonpart.	41	38	31	21	12	3	0	0	0	18	4	246711	4387697	216
B868	Nonpart.	51	47	35	25	16	5	0	0	0	24	4	242963	4387724	205
868	Nonpart.	51	47	35	25	16	5	0	0	0	24	4	242963	4387691	205
B869	Nonpart.	47	43	31	22	14	5	0	0	0	21	4	246514	4387707	218
869	Nonpart.	47	43	31	22	14	5	0	0	0	21	4	246514	4387674	218
B870	Nonpart.	59	55	45	37	33	29	15	0	0	36	4	236183	4387697	208
870	Nonpart.	58	55	45	37	33	29	14	0	0	36	4	236183	4387664	209
B871	Nonpart.	59	55	44	37	32	27	11	0	0	35	4	236516	4387695	207
871	Nonpart.	59	55	44	37	32	27	11	0	0	35	4	236516	4387662	208
B872	Nonpart.	50	46	34	24	16	4	0	0	0	24	4	243096	4387554	205
872	Nonpart.	50	46	34	24	16	4	0	0	0	24	4	243072	4387531	206
B873	Nonpart.	58	54	44	36	30	26	8	0	0	34	4	236718	4387490	209
873	Nonpart.	57	53	43	35	30	25	8	0	0	34	4	236718	4387457	209
B874	Nonpart.	50	46	34	24	16	4	0	0	0	24	4	242872	4387476	204
874	Nonpart.	49	45	33	23	15	3	0	0	0	23	4	242872	4387443	205

Receiver ID	Status	1/1 Octave Band Center Frequency Sound Level (dBZ)									Sound Pressure Level (dBA)	Relative Height (m)	Coordinates (UTM NAD 83 Z16N)		
		31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz			X (m)	Y (m)	Z (m)
IPCB C->A Nighttime Limit		**69**	**67**	**62**	**54**	**47**	**41**	**36**	**32**	**32**					
B875	Nonpart.	49	45	33	23	15	3	0	0	0	23	4	242984	4387406	205
875	Nonpart.	49	45	33	23	15	3	0	0	0	23	4	242984	4387439	205
B876	Nonpart.	45	41	29	19	11	0	0	0	0	18	4	246482	4386888	214
876	Nonpart.	45	41	29	19	11	0	0	0	0	18	4	246482	4386855	214
B877	Nonpart.	45	41	29	19	11	0	0	0	0	18	4	246482	4386888	214
877	Nonpart.	45	41	29	19	11	0	0	0	0	18	4	246482	4386855	214
B878	Nonpart.	45	41	29	19	11	1	0	0	0	18	4	246147	4386868	214
878	Nonpart.	45	41	29	19	11	0	0	0	0	18	4	246147	4386835	214
B879	Nonpart.	45	41	29	19	11	1	0	0	0	18	4	246147	4386868	214
879	Nonpart.	45	41	29	19	11	0	0	0	0	18	4	246147	4386835	214
B880	Nonpart.	44	40	29	19	11	0	0	0	0	18	4	245810	4386731	210
880	Nonpart.	42	38	28	18	10	0	0	0	0	17	4	245786	4386754	210
B881	Nonpart.	36	32	25	15	8	0	0	0	0	13	4	245690	4386760	209
881	Nonpart.	35	32	24	14	7	0	0	0	0	12	4	245690	4386727	209
B882	Nonpart.	44	40	29	19	10	0	0	0	0	18	4	246571	4386669	212
882	Nonpart.	44	40	28	19	10	0	0	0	0	18	4	246571	4386636	212
B883	Nonpart.	44	40	29	19	10	0	0	0	0	18	4	246571	4386669	212
883	Nonpart.	44	40	28	19	10	0	0	0	0	18	4	246571	4386636	212
B884	Nonpart.	44	40	28	18	10	0	0	0	0	18	4	246521	4386609	212
884	Nonpart.	44	40	28	18	10	0	0	0	0	18	4	246521	4386576	212
B885	Nonpart.	44	40	28	18	10	0	0	0	0	18	4	246521	4386609	212
885	Nonpart.	44	40	28	18	10	0	0	0	0	18	4	246521	4386576	212
B886	Nonpart.	44	40	28	18	10	0	0	0	0	18	4	246662	4386542	211
886	Nonpart.	44	40	28	18	10	0	0	0	0	18	4	246662	4386509	212
B887	Nonpart.	44	40	28	18	10	0	0	0	0	18	4	246662	4386542	211
887	Nonpart.	44	40	28	18	10	0	0	0	0	18	4	246662	4386509	212
B888	Nonpart.	44	40	28	18	10	0	0	0	0	17	4	246639	4386533	212
888	Nonpart.	44	40	28	18	9	0	0	0	0	17	4	243461	4386492	206

APPENDIX E. CLOSE-UP SOUND LEVEL CONTOUR MAPS

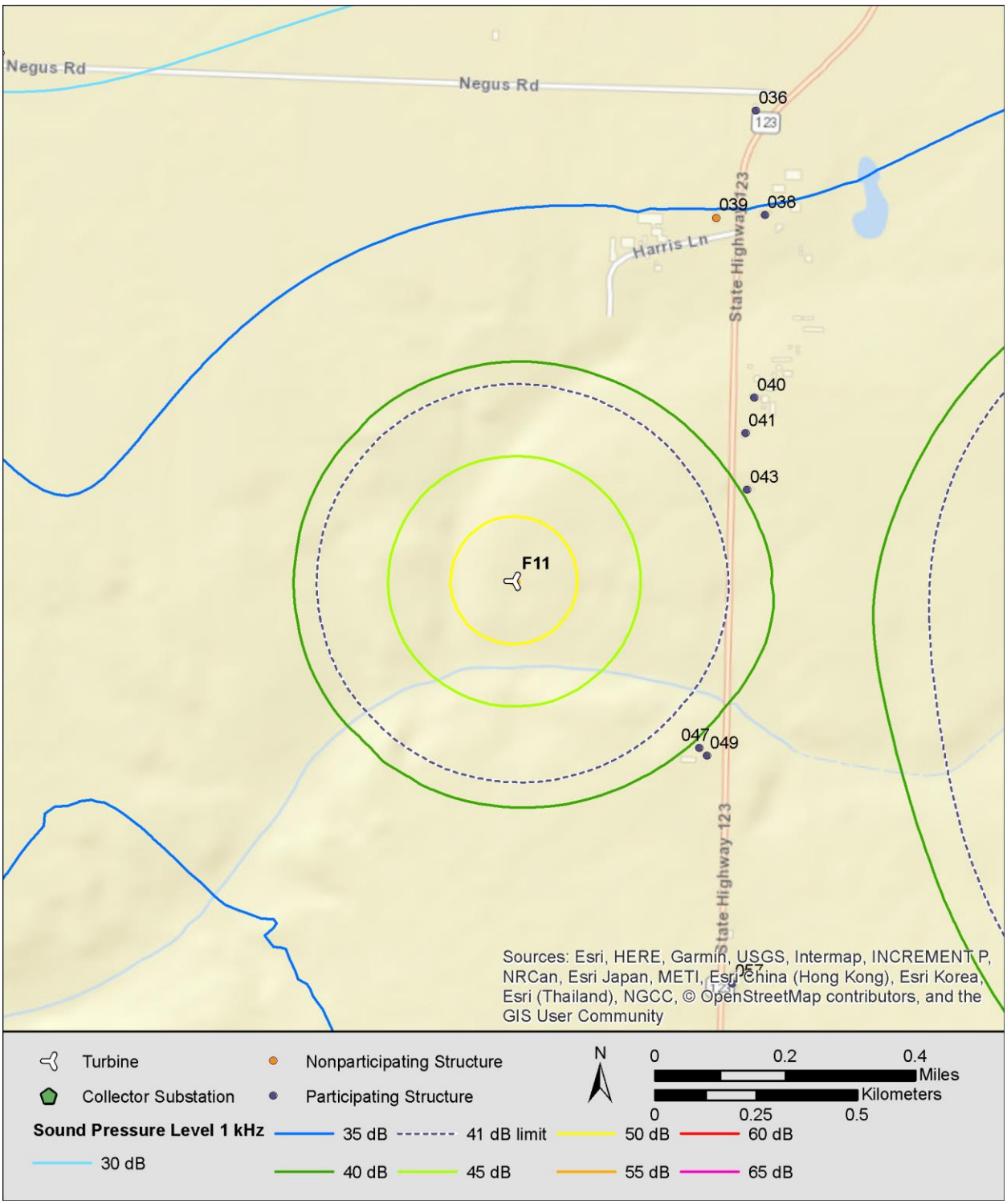

FIGURE 28: SOUND PROPAGATION MODELING RESULT CLOSE-UP MAP - 1 KHZ 1/1 OCTAVE BAND - NEAR TURBINE F11

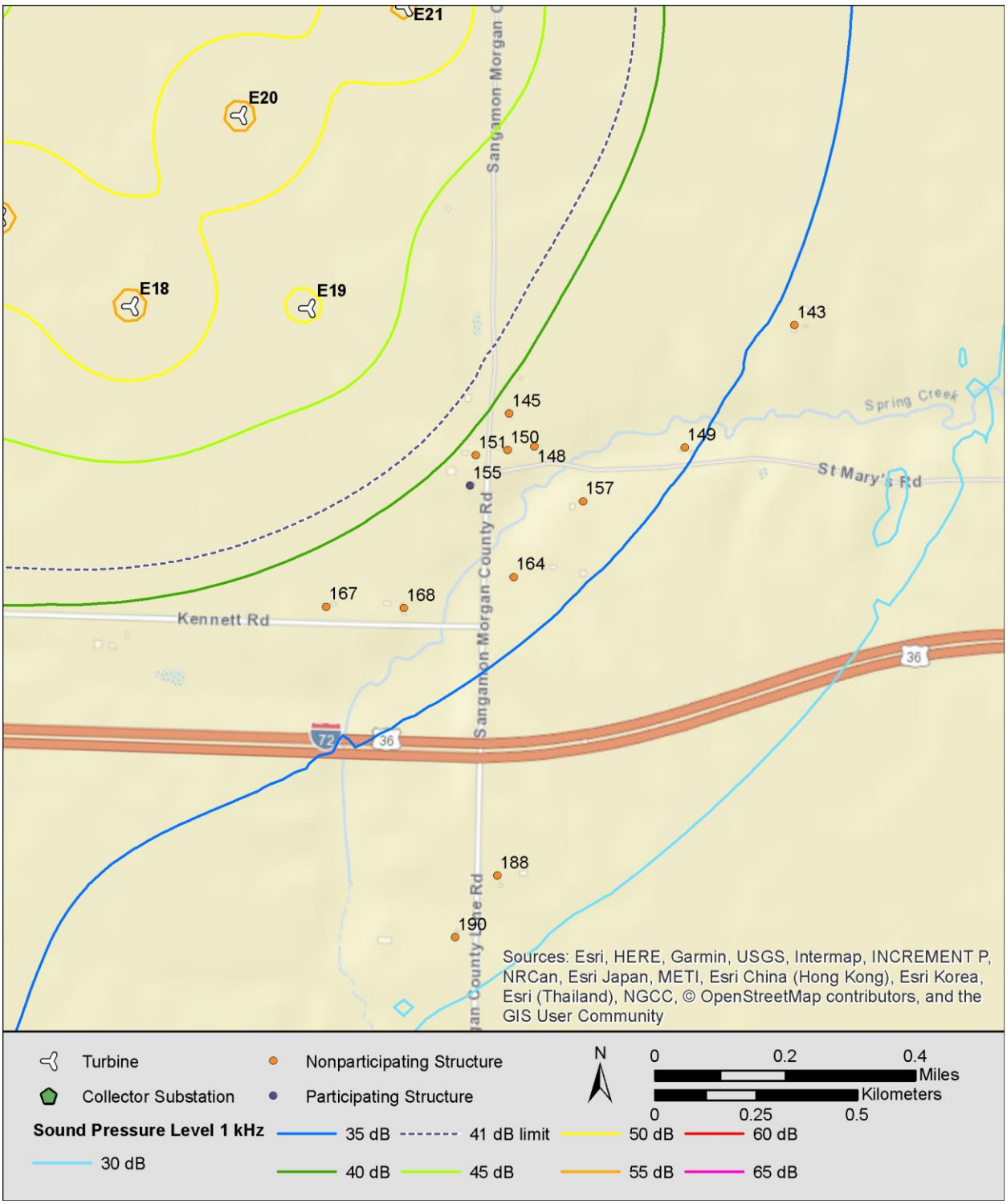

FIGURE 29: SOUND PROPAGATION MODELING RESULT CLOSE-UP MAP - 1 KHZ 1/1 OCTAVE BAND - NEAR TURBINE E19

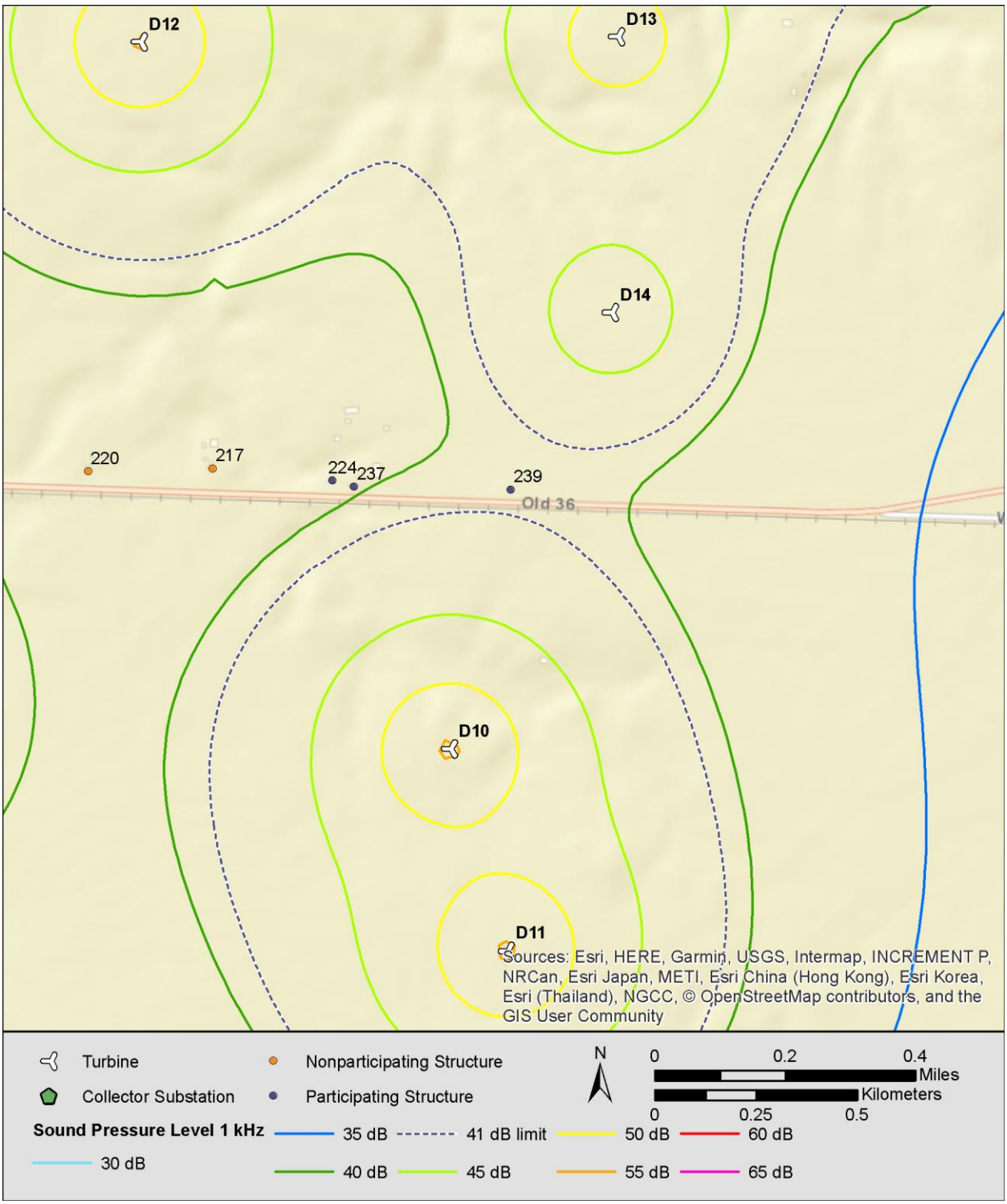

FIGURE 30: SOUND PROPAGATION MODELING RESULT CLOSE-UP MAP - 1 KHZ 1/1 OCTAVE BAND - NEAR TURBINES D10 AND D14

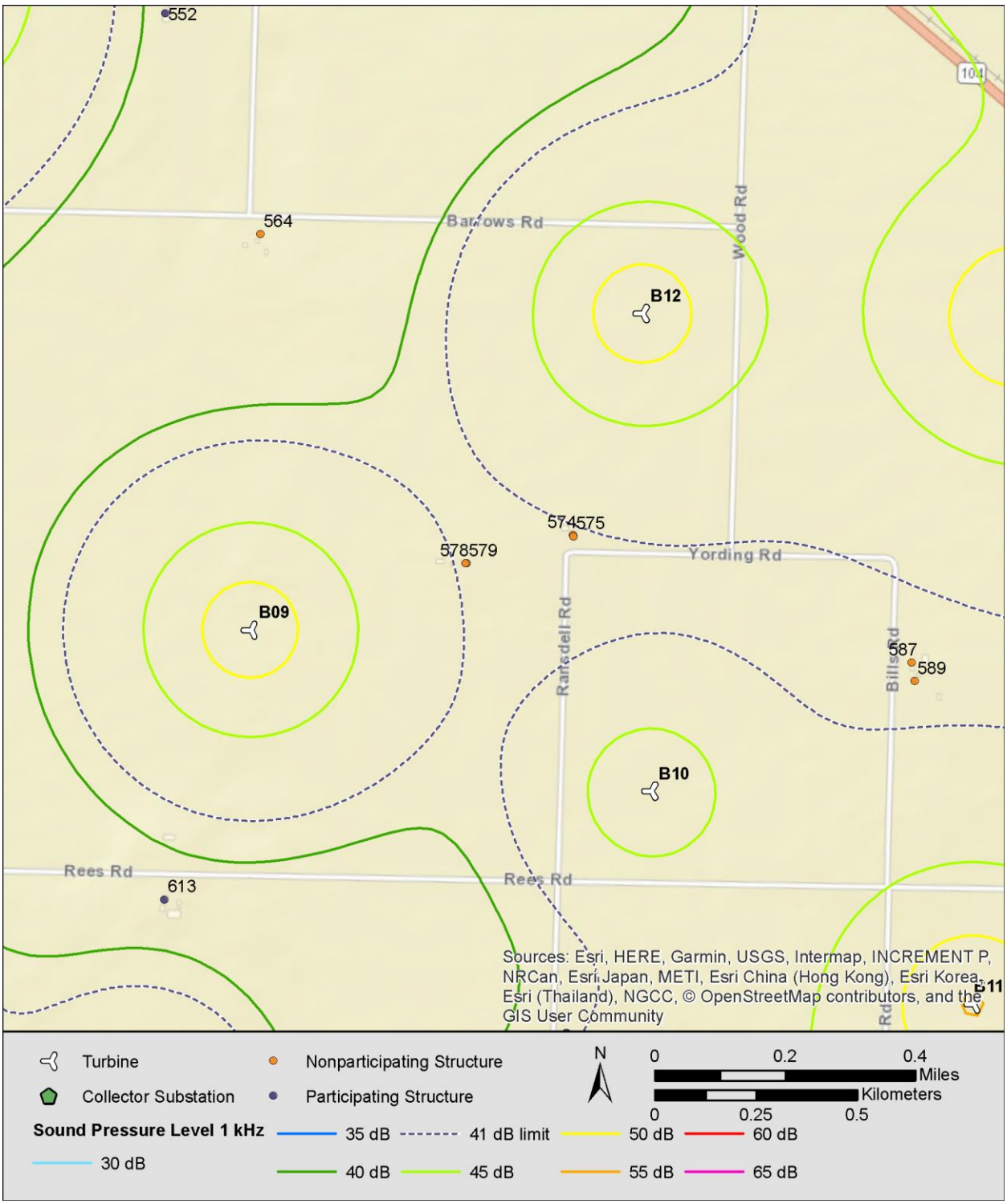

FIGURE 31: SOUND PROPAGATION MODELING RESULT CLOSE-UP MAP - 1 KHZ 1/1 OCTAVE BAND - NEAR TURBINES B09 AND B12

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Sound - Morgan County - Layout 79

BEZ	pin	owner1_nam	owner1_add	owner1_csz
1	05-28-400-008	PIPER KATHRYN FOX	2637 BOURN RD	JACKSONVILLE IL 626506169
2	05-27-400-005	WHITMORE ROBERT E LORI A	1942 CLAYTON RD	ALEXANDER IL 626017083
3	05-27-300-008	DONNAN JEFFREY A KELLY S	2660 BOURN RD	ALEXANDER IL 626017087
4	05-33-100-010	SWAIN RICHARD L & GARY N CO-TRUSTEES	1889 SINCLAIR RD	JACKSONVILLE IL 626506165
7	05-35-200-002	M AND G FARMS INC	1888 MARTIN ROAD	ALEXANDER IL 626010000
10	05-33-100-012	SWAIN GARY N LEE ANNE	1889 SINCLAIR RD	JACKSONVILLE IL 626506165
18	06-31-200-008	POOLE DANIEL	1897 STATE HIGHWAY 123	ALEXANDER IL 626017008
19	05-34-100-008	BECKER MARC A TIMOTHY L	1790 STATE HIGHWAY 123	ALEXANDER IL 626017004
21	05-35-200-006	STONE JEREMY MELISSA	1867 MARTIN RD	ALEXANDER IL 626017041
22	05-35-200-003	BECK GERALD A	1248 MERRITT RD	JACKSONVILLE IL 626506152
23	05-34-100-012	WOODS TIMOTHY J KAREN S	1862 CLAYTON RD	ALEXANDER IL 626017080
24	05-34-100-010	CLAYTON JAMES W CHRISTINE L	1858 CLAYTON RD	ALEXANDER IL 626017080
25	06-31-200-012	BECKER MARC VIKKIE	1883 STATE HIGHWAY 123	ALEXANDER IL 626017008
27	06-32-200-001	EDWARDS FRANCIS S AS TRUSTEE (UND 1/2 INT) EDWARDS FLORENCE M AS TRUSTEE (UND 1/2 INT)	13 APPLE LOOP	PETERSBURG IL 626759727
28	06-31-200-002	EDWARDS FRANCIS S AS TRUSTEE (UND 1/2 INT) EDWARDS FLORENCE M AS TRUSTEE (UND 1/2 INT)	13 APPLE LOOP	PETERSBURG IL 626759727
29	06-31-200-002	EDWARDS FRANCIS S AS TRUSTEE (UND 1/2 INT) EDWARDS FLORENCE M AS TRUSTEE (UND 1/2 INT)	13 APPLE LOOP	PETERSBURG IL 626759727
30	06-32-300-003	MORRISON, JULIE A KERN TRUSTEE UND 1/2 INTEREST MORRISON, DAVID L TRUSTEE UND 1/2 INTEREST	14500 LOAMI ROAD	NEW BERLIN IL 62670
31	05-32-300-004	SEITZINGER ROGER E MEGAN E	2466 LINDSEY RD	JACKSONVILLE IL 62650
33	05-35-300-003	BEARD TERRY L KAISER JOANN	2758 NEGUS ROAD	ALEXANDER IL 626010000
34	05-36-300-003	M AND G FARMS INC	2890 NEGUS ROAD	ALEXANDER IL 626010000
35	05-36-300-003	M AND G FARMS INC	2890 NEGUS ROAD	ALEXANDER IL 626010000
36	11-06-100-005	BECKER CARL JOHN BONITA	1795 STATE HIGHWAY 123	ALEXANDER IL 626017007
37	10-05-100-007	YORK NICHOLAS J HEATHER J	1790 YORK RD	JACKSONVILLE IL 626506543
38	11-06-100-009	BECKER TIMOTHY L SUE E	1790 STATE HIGHWAY 123	ALEXANDER IL 626017004
39	10-01-200-005	HARRIS JAMES R BARBARA S	1789 STATE HIGHWAY 123	ALEXANDER IL 626017007
40	11-06-100-007	SMITH DARRELL L TRUSTEE UND 1/2 INTEREST SMITH MARILYN M TRUSTEE UND 1/2 INTEREST	1764 STATE HIGHWAY 123	ALEXANDER IL 62601
41	11-06-100-011	SMITH RANDALL C TONA J	1746 STATE HIGHWAY 123	ALEXANDER IL 626017004
42	10-02-100-007	CRITCHELOW WILLIAM J SHARON	1760 BLUEGRASS RD	JACKSONVILLE IL 626509302
43	11-06-100-004	SMITH DARIN L ANNETTE M	1730 STATE HIGHWAY 123	ALEXANDER IL 626017004
44	10-04-300-004	FARMERS STATE BANK & TRUST CO BEILSCHMIDT WM OLEY M TRUST	PO BOX 1330	JACKSONVILLE IL 626511330
45	10-05-400-009	KVORKA JOHN E KERRY S	2558 TWYFORD ROAD	JACKSONVILLE IL 62650
46	10-03-300-005	HARRIS JAMES A MARY BETH	2735 HARRIS ROAD	JACKSONVILLE IL 62650
47	10-01-400-001	WARD ROY E OPAL LOU	1701 STATE HIGHWAY 123	ALEXANDER IL 626017007
48	10-05-400-007	HEMBROUGH DOUGLAS WILLIAM KVORKA KERRY S	103 ROSE OF SHARON	JACKSONVILLE IL 626506530
49	10-01-400-001	WARD ROY E OPAL LOU	1701 STATE HIGHWAY 123	ALEXANDER IL 626017007
50	10-05-300-007	KINDRED EDWARD J	2528 TWYFORD RD	JACKSONVILLE IL 626506243
51	10-05-400-005	TWYFORD RANDY R MARLA G	2562 TWYFORD RD	JACKSONVILLE IL 626506243
52	10-08-200-002	TWYFORD RANDY R MARLA G	2562 TWYFORD RD	JACKSONVILLE IL 626506243
53	10-03-400-005	HARRIS BRUCE R AUDREY M	2778 HARRIS RD	JACKSONVILLE IL 626506274
54	10-10-200-001	HARRIS JAMES A MARY BETH	1789 STATE HIGHWAY 123	ALEXANDER IL 626017007
55	10-08-100-005	REIF JENNIFER L	2486 TRAFTON RD	JACKSONVILLE IL 62650
56	10-08-100-005	REIF JENNIFER L	2486 TRAFTON RD	JACKSONVILLE IL 62650
57	11-07-100-002	WALPOLE RONALD M PAMELA S	1662 STATE HIGHWAY 123	ALEXANDER IL 626017005
58	10-09-100-006	WALLBAUM JOHN E LINDA L	1637 GREEN FARM RD	JACKSONVILLE IL 626506375
65	10-09-100-007	PARSONS SHARON K	1629 GREEN FARM RD	JACKSONVILLE IL 626506375
68	10-08-300-004	SMITH DOUGLAS Y	1636 MATSON RD	JACKSONVILLE IL 626506246
70	10-08-300-006	BEBOUT CHARLES R DEBORAH K	1639 MATSON RD	JACKSONVILLE IL 62650
71	11-07-200-004	FOSTER FRANK D VIVIAN K	3042 OLD STATE RD	ALEXANDER IL 626017094
73	11-07-100-008	GROCE DAVID C TRUSTEE	3000 OLD STATE RD	ALEXANDER IL 626017094
74	10-08-300-008	LEWIS BOB O	1635 MATSON RD	JACKSONVILLE IL 626506377
76	10-12-300-001	HUNTER HARRY W LIFE ESTATE	2916 OLD STATE RD	ALEXANDER IL 626017056
77	10-12-400-007	SEYMOUR MARY E TRUSTEE	1803 S 13TH ST	GOSHEN IN 465264907
78	10-12-400-006	FRICKE DAPHNE J	2936 OLD STATE RD	ALEXANDER IL 62601
82	11-08-100-005	BRAKER CHARLES	3126 OLD STATE RD	ALEXANDER IL 626017092
83	10-08-300-010	FISH BECKY	1631 MATSON RD	JACKSONVILLE IL 626506377
86	11-08-300-005	MORRIS ROBERT CHRISTOPHER LORIE A	3103 OLD STATE RD	ALEXANDER IL 62601
90	11-09-300-008	NICHOLS GLENN LINDA	1707 NITA LN	SOUTH JACKSONVILLE IL 626503215
91	11-09-300-009	DAVIS KATHLEEN A KACI	3209 OLD STATE RD	ALEXANDER IL 626017091
92	10-12-300-014	TURNER GERALD L JR	R 1	ALEXANDER IL 626010000
94	10-12-300-013	MAHONEY NICHOLAS KIMBERLY	2912 OLD STATE ROAD	ALEXANDER IL 62601
95	10-12-300-012	DOBSON RICHARD I REDPATH CAROL M	2908 OLD STATE RD	ALEXANDER IL 62601
96	10-12-300-016	TURNER GARY R ANITA M	2904 OLD STATE RD	ALEXANDER IL 62601
97	10-12-300-010	KEEHNER BRANSON R MASON ASHLEY T	2900 OLD STATE RD	ALEXANDER IL 62601
98	10-12-300-004	COURIER BERNARD AUDRA L	2905 OLD STATE ROAD	ALEXANDER IL 626010000
99	11-08-400-002	HAYES DAVID E DEBRA S	1622 COCKIN RD	ALEXANDER IL 626017076
100	10-17-200-005	TIMMONS CHESTER	1596 MATSON RD	JACKSONVILLE IL 626506378
101	10-17-200-005	TIMMONS CHESTER	1596 MATSON RD	JACKSONVILLE IL 626506378
102	10-14-200-006	PURDUE HOWARD LEE DONIELLE	2873 OLD STATE RD	ALEXANDER IL 626017054
103	10-14-200-006	PURDUE HOWARD LEE DONIELLE	2873 OLD STATE RD	ALEXANDER IL 626017054
104	11-17-201-001	MEADO LESTER JAY RENEE L	1606 COCKIN ROAD	ALEXANDER IL 62601
105	10-13-200-003	WOODRUM STEVE A	1595 STATE HIGHWAY 123	ALEXANDER IL 62601
107	10-16-200-018	RADKIEWCZ ROBERT SUSAN	2669 OLD STATE RD	JACKSONVILLE IL 626506259
109	10-16-200-018	RADKIEWCZ ROBERT SUSAN	2669 OLD STATE RD	JACKSONVILLE IL 626506259
110	10-18-100-010	YORK CLYDE LLC	2434 OLD STATE ROAD	JACKSONVILLE IL 626500000
111	11-17-201-003	MEADO LESTER J BONNIE L TRUSTEES MEADO NOVEMBER 2014 TRUST	1592 COCKIN RD	ALEXANDER IL 62601
112	10-17-200-004	MARR MARTIN	2584 OLD STATE RD	JACKSONVILLE IL 626506252
113	10-17-200-004	MARR MARTIN	2584 OLD STATE RD	JACKSONVILLE IL 626506252
115	10-17-100-007	WOODRUM LUANNE	2530 OLD STATE RD	JACKSONVILLE IL 626506252
116	10-17-100-007	WOODRUM LUANNE	2530 OLD STATE RD	JACKSONVILLE IL 626506252
117	10-17-200-008	STONE JOAN	11 SHEKELTON RD	MODESTO IL 62667
118	10-17-200-008	STONE JOAN	11 SHEKELTON RD	MODESTO IL 62667
119	10-17-100-005	COLLINS DANIEL L	2489 OLD STATE RD	JACKSONVILLE IL 62650
120	10-18-100-011	BALDWIN BRAD LEE	2410 OLD STATE RD	JACKSONVILLE IL 62650
121	10-17-100-005	COLLINS DANIEL L	2489 OLD STATE RD	JACKSONVILLE IL 62650
122	10-18-100-007	BROWN PHILLIP J	2452 OLD STATE ROAD	JACKSONVILLE IL 62650
123	10-18-100-006	COATS CHARLES E VIRGINIA E	2426 OLD STATE RD	JACKSONVILLE IL 626506251
124	10-18-100-004	FRICKE JACOB M MILLARD JESSICA L	2412 OLD STATE ROAD	JACKSONVILLE IL 62650
125	10-18-100-007	BROWN PHILLIP J	2452 OLD STATE ROAD	JACKSONVILLE IL 62650
126	10-18-300-004	BLAND CLAYTON E	2441 OLD STATE RD	JACKSONVILLE IL 62650
127	10-18-300-004	BLAND CLAYTON E	2441 OLD STATE RD	JACKSONVILLE IL 62650
128	10-18-300-001	FOX JAMES C CAROL LYNN	2380 OLD STATE RD	JACKSONVILLE IL 62650
129	11-17-200-006	KRELL DEBBIE L	1570 COCKIN RD	ALEXANDER IL 626017075
133	11-17-100-005	LIBBY SHELTON IRA NO 418-006 C/O UNITED COMMUNITY BANK	120 S CHATHAM RD	SPRINGFIELD IL 62704
135	10-18-400-007	HOMER ALEX M	1504 GIERKIE LN	JACKSONVILLE IL 62650
137	10-18-300-009	FOX JAMES C CAROL LYNN	2380 OLD STATE RD	JACKSONVILLE IL 62650

138	09-13-400-003	SETTLES GREGORY NEIL COLLEEN K	1516 WOHLERS RD	JACKSONVILLE IL 626506372
139	09-13-400-003	SETTLES GREGORY NEIL COLLEEN K	1516 WOHLERS RD	JACKSONVILLE IL 626506372
151	11-16-400-015	BRADLEY CARLENE F	1537 SANGAMON MORGAN COUNTY RD RD	NEW BERLIN IL 62670
152	10-14-300-005	GIDDINGS MARY JOAN MARTIN JOHN P FRANCES M TRUSTEES	26818 NORTH 42ND WAY	CAVE CREEK AZ 85331
154	10-14-400-001	DANA ROBERT BRENTON	118 GREEN ST	HARTSVILLE SC 29550
155	11-16-400-013	BECKER WILLIAM AS TRUSTEE OF THE WILLIAM BECKER REVOCABLE LIVING TRUST	1535 SANGAMON MORGAN COUNTY RD	NEW BERLIN IL 626704551
160	10-23-200-002	TAYLOR RICHARD KENNETHA E	2843 COURIER RD	ALEXANDER IL 62601
161	10-23-200-003	KAISER FRANK J MARY M	2861 COURIER RD	ALEXANDER IL 626017053
162	11-19-100-001	WILCOX DALE TRUSTEE	1486 STATE HIGHWAY 123	ALEXANDER IL 626010000
163	10-23-200-005	CLANCY STEPHEN M DELSIE M	2879 COURIER RD	ALEXANDER IL 626017053
165	11-16-300-001	KINNETT JERRY W	3210 KINNETT RD	ALEXANDER IL 62601
166	11-16-300-001	KINNETT JERRY W	3210 KINNETT RD	ALEXANDER IL 62601
167	11-16-400-008	BERGSCHNEIDER JOHN L WANDA R	3252 KENNETT RD	NEW BERLIN IL 626704326
168	11-16-400-008	BERGSCHNEIDER JOHN L WANDA R	3252 KENNETT RD	NEW BERLIN IL 626704326
169	10-19-200-005	MORGAN COUNTY HISTORICAL SOCIETY C/O FSBTCO TRUST DEPARTMENT	PO BOX 1330	JACKSONVILLE IL 626511330
170	11-20-100-013	HINTON NANCY J	1485 COCKIN ROAD	ALEXANDER IL 62601
171	10-20-200-010	BELFORD JOSEPH B PIPER BRANDIE J	1464 MATSON RD	JACKSONVILLE IL 62650
172	11-20-100-009	MEADO LESTER JAY RENEE L	1606 COCKIN ROAD	ALEXANDER IL 62601
173	10-23-100-004	PAIN MAKER LAND LLC	91 N OWEN LONG ROAD	NEW BERLIN IL 62670
174	10-23-100-004	PAIN MAKER LAND LLC	91 N OWEN LONG ROAD	NEW BERLIN IL 62670
175	10-20-100-014	NEWTON DANIEL D SHELLY J	115 MORNINGSTAR LANE	JACKSONVILLE IL 62650
176	10-20-100-014	NEWTON DANIEL D SHELLY J	115 MORNINGSTAR LANE	JACKSONVILLE IL 62650
177	10-22-200-005	FROMME MARK D AMY L	1455 ORLEANS RD	ALEXANDER IL 626017024
178	10-20-100-014	NEWTON DANIEL D SHELLY J	115 MORNINGSTAR LANE	JACKSONVILLE IL 62650
179	10-20-100-014	NEWTON DANIEL D SHELLY J	115 MORNINGSTAR LANE	JACKSONVILLE IL 62650
180	10-20-100-006	HENDERSON NORMAN REBECCA J	2514 ARNOLD ROAD	JACKSONVILLE IL 62650
181	10-20-100-006	HENDERSON NORMAN REBECCA J	2514 ARNOLD ROAD	JACKSONVILLE IL 62650
182	10-20-100-004	BLAND ROBYN E	2441 OLD STATE RD	JACKSONVILLE IL 62650
183	11-19-100-019	KUNZEMAN ANDREW L JENNIFER R	PO BOX 36	ALEXANDER IL 626010036
184	10-20-200-005	LOCKHART GEORGE E DORIS K	2580 ARNOLD RD	JACKSONVILLE IL 626506269
185	10-20-200-005	LOCKHART GEORGE E DORIS K	2580 ARNOLD RD	JACKSONVILLE IL 626506269
186	11-19-100-021	DESYLLAS FAMILY FARM TRUST PATRICIA DESYLLAS TRUSTEE	PO BOX 110	ALEXANDER IL 626010110
187	10-19-400-020	BRUNE ROBERT M	2481 ARNOLD RD	JACKSONVILLE IL 62650
189	10-20-300-005	BROGDON DAVID A LINDA S	2511 ARNOLD RD	JACKSONVILLE IL 626506266
190	11-21-200-002	CURRY ALLICENT L	1451 SANGAMON MORGAN COUNTY RD	NEW BERLIN IL 626704516
191	10-19-400-008	LANSAW JEFFREY S SUSANNA	2444 ARNOLD RD	JACKSONVILLE IL 626506267
192	10-19-400-009	DEGROOT TIMOTHY P TERESA L JACKSON	2442 ARNOLD RD	JACKSONVILLE IL 626506267
193	10-21-300-002	VOGT LINDA L	1437 ANDREW LANE	JACKSONVILLE IL 626500000
194	10-22-300-002	TOMHAVE WAYNE P KAREN L -C/D UNDIVIDED 1/2 INTEREST	RR 3	JACKSONVILLE IL 62650
195	11-19-301-026	KOZAK ALEXANDER	44 OAKMONT DR	SPRINGFIELD IL 62704
196	10-19-400-023	GINDER DAVID W	2502 OLD 36	JACKSONVILLE IL 62650
197	11-19-301-026	KOZAK ALEXANDER	44 OAKMONT DR	SPRINGFIELD IL 62704
198	10-21-400-012	CORLAS NANCY	2692 OLD 36	JACKSONVILLE IL 626506370
199	11-19-301-011	BLAISE WILLIAM E JACQUELINE J	PO BOX 82	ALEXANDER IL 626010082
200	11-19-301-012	SPENCER JEREMIAH P KRISTEN	103 N ROSENGOBE ST	ALEXANDER IL 62601
201	11-19-301-025	WRIGHT GERALD A JOYCE A	PO BOX 174 302 W OLD 36	ALEXANDER IL 626010174
202	11-19-301-022	PRINCE MICHAEL R BLAKE NATALIE J	402 WEST OLD ROUTE 36	ALEXANDER IL 62601
203	11-21-400-010	PEARSON CARLA S	3286 OLD ROUTE 36	NEW BERLIN IL 62670
204	11-19-301-004	FAIRLESS GREGGORY M ADRIENNE N	101 N WEBSTER AVE	ALEXANDER IL 62601
205	11-19-301-003	OSCHWALD KAREN A	202 W OLD RTE 36	ALEXANDER IL 62601
206	10-26-100-001	FRANKLIN ELEVATOR INC	PO BOX 137	FRANKLIN IL 62638
207	11-21-400-010	PEARSON CARLA S	3286 OLD ROUTE 36	NEW BERLIN IL 62670
208	10-26-100-001	FRANKLIN ELEVATOR INC	PO BOX 137	FRANKLIN IL 62638
209	11-19-301-009	GARNICA ROMAN A	1401 WEST COUNTY RD	MIDLAND TX 79706
210	11-19-301-027	ALEXANDER FIRE PROTECTION DISTRICT C/O DAVID MCQUEEN	2812 MCQUEEN LN	FRANKLIN IL 626385098
211	11-19-301-016	DESYLLAS RONALD J PAULA K	PO BOX 25 308 E OLD 36	ALEXANDER IL 626010025
212	11-19-301-013	WRIGHT GEORGE E KAY M	PO BOX 19	ALEXANDER IL 626010019
213	11-19-301-021	TANKERSLEY STEPHEN A CAROL L	805 E ALLEY	ALEXANDER IL 626017123
214	11-19-301-013	WRIGHT GEORGE E KAY M	PO BOX 19	ALEXANDER IL 626010019
215	11-19-302-002	PROFFITT LORRAINE E	504 E OLD 36	ALEXANDER IL 62601
216	11-19-302-001	FLYNN CLARENCE JR JEAN	502 E OLD 36	ALEXANDER IL 626017110
217	10-26-200-002	PETERSON JOHN M MARY M	2890 OLD 36	ALEXANDER IL 626017029
218	11-19-300-004	THE ROMAN CATHOLIC DIOCESE OF SPRINGFIELD AN ILLINOIS TRUSTEE CORPORATION	1615 W WASHINGTON ST	SPRINGFIELD IL 627024757
219	11-19-301-017	LONGMEYER BROOKE E	402 E OLD 36	ALEXANDER IL 62601
220	10-26-100-006	CRAIG CHERYL UND 1/3 INTEREST	3512 SAHARA SPRINGS BLVD	POMPANO BEACH FL 33069
221	10-28-100-001	GINDER GARY L JOYCE A	1390 WITTY RD	JACKSONVILLE IL 62650
222	10-28-100-001	GINDER GARY L JOYCE A	1390 WITTY RD	JACKSONVILLE IL 62650
223	11-20-300-004	KNEZEVICH GEORGIA D ETAL THE COCKIN FARM TRUST	3083 OLD 36	ALEXANDER IL 62601
224	10-26-200-008	STRAWN GARY E VICKI E	2900 OLD 36	ALEXANDER IL 626017030
225	11-21-400-010	PEARSON CARLA S	3286 OLD ROUTE 36	NEW BERLIN IL 62670
226	11-21-400-010	PEARSON CARLA S	3286 OLD ROUTE 36	NEW BERLIN IL 62670
227	11-21-400-010	PEARSON CARLA S	3286 OLD ROUTE 36	NEW BERLIN IL 62670
228	11-30-101-028	MCCLAIN BENJAMIN	403 WEST OLD 36	ALEXANDER IL 62601
229	11-30-101-034	JENNINGS-FAIRFIELD ELLEN S	1042 W STATE ST	JACKSONVILLE IL 62650
230	10-25-200-005	MAHANS WILD SIDE LLC	352 HARTS PRAIRIE RD	FRANKLIN IL 626385022
231	11-30-101-029	MCCLAIN MICHAEL A JUDY V	401 WEST OLD 36	ALEXANDER IL 62601
232	11-30-101-005	KAISER AMANDA J	203 W OLD 36	ALEXANDER IL 62601
233	11-30-101-018	WRIGHT GEORGE EDWARD	PO BOX 19	ALEXANDER IL 62601
234	11-30-101-014	REDD ASHLEY L PAMELA S	PO BOX 14	ALEXANDER IL 62601
235	11-30-101-002	WILLIAMSON GREGORY A MELODIE	303 W OLD 36	ALEXANDER IL 626017100
236	11-30-101-014	REDD ASHLEY L PAMELA S	PO BOX 14	ALEXANDER IL 62601
237	10-26-200-008	STRAWN GARY E VICKI E	2900 OLD 36	ALEXANDER IL 626017030
238	11-30-101-019	RUST TOMMY E TAMMY J	1778 DERBY DR	BOURBONNAIS IL 609149374
239	10-26-200-011	STRAWN PENNY J LIFE EST BETTY B STRAWN	2914 OLD 36	ALEXANDER IL 62601
240	11-30-102-001	HUOT THOMAS A JOAN E	102 S RIDDER AVENUE	ALEXANDER IL 626010000
241	11-30-101-022	TRUTTER GEORGE L DOROTHY A	401 E OLD 36	ALEXANDER IL 62601
242	11-30-100-012	CLINE JOSHUA	515 E OLD 36	ALEXANDER IL 62601
243	11-30-101-009	COLWELL DONALD CARL	155 GRAND AVE	JACKSONVILLE IL 62650
244	11-30-103-004	QUINONES MICHAEL D HAM CARLY J	607 E OLD ROUTE 36	ALEXANDER IL 62601
245	11-30-103-003	HARRIS WILLIAM NANCY	113 BLAINE ST	FRANKLIN IL 626384947
246	11-30-103-005	QUINONES MIGUEL MICHELE D	701 E OLD 36	ALEXANDER IL 626017121
247	11-30-103-002	LACEY BENJAMIN SARAH	603 EAST OLD 36	ALEXANDER IL 62601
248	11-30-101-010	ALEXANDER WATER DISTRICT C/O GAIL POLLOCK	402 E OLD 36	ALEXANDER IL 62601
249	11-30-103-001	RAABE JESSICA JEANNE J	601 E OLD 36	ALEXANDER IL 62601
250	11-30-100-007	WILSON PAULA L	PO BOX 88 509 E OLD 36	ALEXANDER IL 626010088
251	11-30-100-045	DESYLLAS MICHAEL A	517 OLD ROUTE 36	ALEXANDER IL 626017116
252	11-30-103-006	CARTER GARY W PATRICIA G	705 E OLD 36	ALEXANDER IL 626017121
253	11-30-201-027	STROPE DONNA J	801 E OLD 36	ALEXANDER IL 626017108
254	11-30-100-011	CLINTON FRED J MILDRED K	PO BOX 20	ALEXANDER IL 626010020
255	11-30-100-010	DESYLLAS RONALD J PAULA K	PO BOX 25 308 E OLD 36	ALEXANDER IL 626017066
256	11-30-201-004	WRIGHT DUSTIN	807 E HIGHWAY 36	ALEXANDER IL 62601
257	11-30-201-003	CHRISTISON ERIC M MISTY M	805 E OLD 36	ALEXANDER IL 626017108
258	11-30-201-020	WRIGHT RANDY L MARGARET A TRUSTEES	901 E OLD 36	ALEXANDER IL 626017118
259	11-30-101-011	FUCHS RONALD R CAROLINE S	107 S PARK AVENUE	ALEXANDER IL 626010000

260	11-30-101-026	MEADO JUSTIN L	404 W WABASH	ALEXANDER IL 62601
261	11-30-201-026	BRANT CODY MINDY	1001 E OLD 36	ALEXANDER IL 62601
262	11-30-101-021	COSTELLO ROGER	P O BOX 31	ALEXANDER IL 62601
263	11-30-201-009	FLYNN CHAD M	1007 E OLD 36	ALEXANDER IL 62601
264	11-30-101-035	SANDER JOEL T BECKY S PRINCE MICHAEL R	124 HERITAGE PT	NEW BERLIN IL 626706404
265	11-30-101-015	WRIGHT WALTER REUEL JR WRIGHT JUDITY J	PO BOX 49	ALEXANDER IL 626010049
266	11-30-201-009	FLYNN CHAD M	1007 E OLD 36	ALEXANDER IL 62601
267	11-30-201-006	ROAD DISTRICT 8 C/O WILLIAM CRITCHELOW	903 EAST OLD 36	ALEXANDER IL 62601
268	11-30-101-032	M & G FARMS	1888 MARTIN RD	ALEXANDER IL 626017042
269	11-30-200-002	KNEZEVICH GEORGIA D	3083 OLD 36	ALEXANDER IL 62601
270	11-30-201-025	CHAUDOIN DONALD D ROBIN RANEY	1005 E OLD 36	ALEXANDER IL 626017103
271	11-21-400-007	LAMBIE TAMERA L HILLEN ALAN C	1395 SANGAMON MORGAN COUNTY LINE ROAD	NEW BERLIN IL 62670
272	11-21-400-007	LAMBIE TAMERA L HILLEN ALAN C	1395 SANGAMON MORGAN COUNTY LINE ROAD	NEW BERLIN IL 62670
273	11-30-101-023	KAISER JAMES J KAREN S	P O BOX 52	ALEXANDER IL 62601
274	10-25-200-007	WRIGHT THOMAS R KAREN S	104 ST HWY 123	ALEXANDER IL 62601
275	11-30-101-021	COSTELLO ROGER	P O BOX 31	ALEXANDER IL 62601
276	11-30-102-003	DESYLLAS PATRICIA	PO BOX 110	ALEXANDER IL 62601
277	11-30-201-014	TANKERSLEY STEPHEN A CAROL A	805 E ALLEY	ALEXANDER IL 626017123
278	11-30-103-007	CARTER GARY W PATRICIA G	R 1	ALEXANDER IL 626010000
279	11-30-103-007	CARTER GARY W PATRICIA G	R 1	ALEXANDER IL 626010000
281	11-30-103-010	MUENCH STARR E	108 S KINDRED ST	ALEXANDER IL 626017107
282	11-30-103-010	MUENCH STARR E	108 S KINDRED ST	ALEXANDER IL 626017107
283	11-30-100-001	BAKER MARY E	303 W WABASH ST	ALEXANDER IL 62601
284	11-30-100-043	COE WILLIAM B	PO BOX 131	ALEXANDER IL 626010131
285	11-30-100-043	COE WILLIAM B	PO BOX 131	ALEXANDER IL 626010131
286	11-30-100-043	COE WILLIAM B	PO BOX 131	ALEXANDER IL 626010131
287	11-30-100-039	TRUTTER GEORGE L DOROTHY A	R 1	ALEXANDER IL 626010000
288	11-30-201-028	STROPE BECKY S	RR 1 BOX 160	ALEXANDER IL 62601
289	11-30-201-017	CHAUDOIN DONALD DALE	1005 EAST OLD 36	ALEXANDER IL 626010017
290	11-30-201-014	TANKERSLEY STEPHEN A CAROL A	805 E ALLEY	ALEXANDER IL 626017123
291	11-30-100-040	KAISER JAMES J KAREN S	PO BOX 52	ALEXANDER IL 626010052
292	11-30-103-009	KEMPER FLINT D W/LIFE ESTATE FOR KEMPER DORIS E	607 E WABASH ST	ALEXANDER IL 626017104
293	11-29-200-012	SHEPPARD STEVE	3201 OLD ROUTE 36	ALEXANDER IL 626017090
294	11-30-100-036	DESYLLAS RONALD J MICHAEL A KUNZEMAN JENNIFER RHEA	PO BOX 25	ALEXANDER IL 62601
295	11-29-200-007	SHEPPARD STEVE SR AND STEVE JR	3201 OLD HIGHWAY 36	ALEXANDER IL 62601
296	11-29-200-007	SHEPPARD STEVE SR AND STEVE JR	3201 OLD HIGHWAY 36	ALEXANDER IL 62601
297	11-30-201-012	COE WILLIAM BRIAN	PO BOX 131	ALEXANDER IL 62601
298	11-30-201-016	LITTLE JOHN M	105 SPRADLIN AVE	ALEXANDER IL 62601
300	11-29-200-007	SHEPPARD STEVE SR AND STEVE JR	3201 OLD HIGHWAY 36	ALEXANDER IL 62601
301	11-30-100-014	JAMES DARREN E LISA A	1427 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017047
302	11-30-100-014	JAMES DARREN E LISA A	1427 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017047
303	11-30-100-016	HARRIS JAMES A MARY E	2735 HARRIS RD	JACKSONVILLE IL 626506271
304	11-30-100-019	HARRIS JAMES A MARY E	2735 HARRIS RD	JACKSONVILLE IL 626506271
305	11-28-200-002	BRAKER MARIA M	1375 SANGAMON MORGAN COUNTY RD	NEW BERLIN IL 626704323
306	11-28-200-002	BRAKER MARIA M	1375 SANGAMON MORGAN COUNTY RD	NEW BERLIN IL 626704323
307	11-30-100-021	CLOSTERMERY SANDRA K LIFE EST; STRAWN BETTY B	2914 OLD 36	ALEXANDER IL 62601
308	11-30-100-021	CLOSTERMERY SANDRA K LIFE EST; STRAWN BETTY B	2914 OLD 36	ALEXANDER IL 62601
309	11-30-100-038	STEPHENSON CATHERINE STACEY M	1419 FRANKLIN ALEXANDER ROAD	ALEXANDER IL 62601
310	11-30-100-037	STEPHENSON STACEY M	1417 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017047
311	11-30-100-037	STEPHENSON STACEY M	1417 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017047
312	11-30-100-037	STEPHENSON STACEY M	1417 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017047
313	11-30-100-026	ATER CHARLES J STEPHANIE J	1415 FRANKLIN ALEXANDER ROAD	ALEXANDER IL 626010000
314	11-30-100-026	ATER CHARLES J STEPHANIE J	1415 FRANKLIN ALEXANDER ROAD	ALEXANDER IL 626010000
315	11-30-100-026	ATER CHARLES J STEPHANIE J	1415 FRANKLIN ALEXANDER ROAD	ALEXANDER IL 626010000
316	11-30-100-026	ATER CHARLES J STEPHANIE J	1415 FRANKLIN ALEXANDER ROAD	ALEXANDER IL 626010000
317	11-30-100-026	ATER CHARLES J STEPHANIE J	1415 FRANKLIN ALEXANDER ROAD	ALEXANDER IL 626010000
318	11-30-100-028	HERGENROTHER KAYLA A	1413 FRANKLIN ALEXANDER ROAD	ALEXANDER IL 62601
319	11-30-100-027	STILL KEVIN H	1411 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017047
320	11-30-100-027	STILL KEVIN H	1411 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017047
321	11-30-100-029	SCHLEMM FREDERICK F CENTHIA	1409 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017047
322	11-30-100-029	SCHLEMM FREDERICK F CENTHIA	1409 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017047
323	11-29-200-006	EVANS DENNIS K DIANA	3143 OLD 36	ALEXANDER IL 626017089
324	11-30-100-033	BRIDGES JENNIFER E SCHRIER MICHAEL	1403 FRANKLIN ALEXANDER RD	ALEXANDER IL 62601
325	11-30-100-033	BRIDGES JENNIFER E SCHRIER MICHAEL	1403 FRANKLIN ALEXANDER RD	ALEXANDER IL 62601
326	11-30-100-034	RAMSEY JOANA	1404 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017063
327	11-30-100-034	RAMSEY JOANA	1404 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017063
328	11-30-100-031	DENNISON MARTIN KATHLEEN	1402 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017063
329	10-29-200-006	CLEGG JOHN J KRISTY ANN	2534 PRAIRIE COLLEGE RD	JACKSONVILLE IL 626506277
330	11-30-100-030	KINNETT JERRY W	3210 KINNETT RD	ALEXANDER IL 62601
331	11-30-100-030	KINNETT JERRY W	3210 KINNETT RD	ALEXANDER IL 62601
332	10-29-200-006	CLEGG JOHN J KRISTY ANN	2534 PRAIRIE COLLEGE RD	JACKSONVILLE IL 626506277
333	11-30-100-024	REGUL TIM BRAD DUSTIN	PO BOX 11	ALEXANDER IL 62601
334	11-30-100-024	REGUL TIM BRAD DUSTIN	PO BOX 11	ALEXANDER IL 62601
335	10-27-100-007	KINDRED ROBERT A VICKIE L	2710 PRAIRIE COLLEGE RD	JACKSONVILLE IL 626506279
336	10-28-100-007	TAYLOR RUSSELL E	2584 PRAIRIE COLLEGE RD	JACKSONVILLE IL 62650
337	10-27-100-007	KINDRED ROBERT A VICKIE L	2710 PRAIRIE COLLEGE RD	JACKSONVILLE IL 626506279
338	11-30-100-025	JOHNSON ROBERT A LINDA GAYLE	1324 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017064
339	10-28-100-008	TAYLOR MACLAINE S TRUSTEE	2602 PRAIRIE COLLEGE RD	JACKSONVILLE IL 626506278
340	11-30-100-025	JOHNSON ROBERT A LINDA GAYLE	1324 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017064
341	10-29-100-004	WHEELER DENNIS W JOY M	2500 PRAIRIE COLLEGE RD	JACKSONVILLE IL 626506277
342	10-28-200-008	HANSELL ERIC W LINDA C	2680 PRAIRIE COLLEGE RD	JACKSONVILLE IL 626501127
343	10-28-200-007	OSBORN MICHAEL V	2662 PRAIRIE COLLEGE RD	JACKSONVILLE IL 626506278
344	11-30-100-023	COLWELL ERIC A JENNIFER L	1320 FRANKLIN ALEXANDER ROAD	ALEXANDER IL 62601
345	11-30-100-023	COLWELL ERIC A JENNIFER L	1320 FRANKLIN ALEXANDER ROAD	ALEXANDER IL 62601
346	11-30-100-023	COLWELL ERIC A JENNIFER L	1320 FRANKLIN ALEXANDER ROAD	ALEXANDER IL 62601
347	10-28-400-003	SISBRO LLC	1327 DAVIS RD	JACKSONVILLE IL 62650
349	10-28-400-002	SISBRO LLC	1327 DAVIS RD	JACKSONVILLE IL 62650
350	10-25-100-005	ZELLER BRADLEY A TRUSTEE OF BRADLEY A ZELLER LIV TRST-DATED 11/23/1993	1313 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017065
351	10-25-100-005	ZELLER BRADLEY A TRUSTEE OF BRADLEY A ZELLER LIV TRST-DATED 11/23/1993	1313 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017065
352	11-30-300-003	FUCHS DONALD LEE KRISTI LYNN	1306 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017064
353	11-30-300-003	FUCHS DONALD LEE KRISTI LYNN	1306 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017064
354	10-30-300-003	JACKSON MARK K	1242 GINDER RD	JACKSONVILLE IL 626506286
355	10-28-400-006	DAVIS SAM GENERAL TRUST DAVIS SAMUEL M TRUSTEE	1292 DAVIS ROAD	JACKSONVILLE IL 626500000
356	10-28-400-007	COX MICHAEL WAYNE	1292 DAVIS RD	JACKSONVILLE IL 626506291
357	10-28-400-001	COX RONALD W	2654 COX RD	JACKSONVILLE IL 626506371
358	10-26-300-001	BOSTON FARMS TRUST RON BOSTON TRUSTEE	2850 BERGSCHNEIDER RD	JACKSONVILLE IL 62650
359	10-26-300-001	BOSTON FARMS TRUST RON BOSTON TRUSTEE	2850 BERGSCHNEIDER RD	JACKSONVILLE IL 62650
360	10-36-200-007	LONERGAN JOSEPH L TAMARA E	2957 BERGSCHNEIDER RD	ALEXANDER IL 626017033
361	10-36-200-012	BERGSCHNEIDER MARK	2931 BERGSCHNEIDER RD	ALEXANDER IL 626017033
362	11-28-400-002	BERGSCHNEIDER CHASE B CASSANDRA L	1295 SANGAMON MORGAN LINE RD	NEW BERLIN IL 62670
363	10-36-200-015	FLYNN MICHAEL R CINDY S	1255 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017022
364	11-31-200-002	HERMES JOHN R ALLINSON L	1325 CONTRARY LN	ALEXANDER IL 626017067

365	11-32-100-006	CULBERTSON DAVID L TRUSTEE UND 1/2 INTEREST RIES STEVEN J TRUSTEE UND 1/2 INTEREST	1324 CONTRARY LN	ALEXANDER IL 62601
366	09-36-200-004	GINDER GARY L JOYCE A	1390 WITTY RD	JACKSONVILLE IL 62650
367	09-36-200-004	GINDER GARY L JOYCE A	1390 WITTY RD	JACKSONVILLE IL 62650
368	10-31-200-002	JACKSON ALBERT J CAROLYN R AS TRUSTEES	2460 JACKSON RD	JACKSONVILLE IL 626506285
369	10-34-200-002	DICKERMAN HENRY S ETAL	12294 BOY SCOUT TRAIL	PETERSBURG IL 62675
370	10-34-200-002	DICKERMAN HENRY S ETAL	12294 BOY SCOUT TRAIL	PETERSBURG IL 62675
371	10-35-100-007	MCQUEEN DAVID D ROBYN E	2812 MCQUEEN LN	FRANKLIN IL 626385098
372	11-31-200-005	COPELAND JILL MARIE JONATHAN ROBERT PAUL	1245 CONTRARY LN	ALEXANDER IL 62601
373	10-36-400-009	BERGSCHNEIDER MONTE R JILL E	1211 FRANKLIN ALEXANDER RD	ALEXANDER IL 62601
374	11-33-400-001	ECK ROBERT W LOLA A TRUSTEES	1239 SANGAMON MORGAN COUNTY ROAD	NEW BERLIN IL 62670
375	10-32-300-001	SMITH VIRGIL E DOROTHY ALICE TRUSTEES	200 WESTWINDS DR	JACKSONVILLE IL 626503605
376	10-31-300-008	GINDER MARC D BARBARA J	1186 GINDER RD	JACKSONVILLE IL 626506539
377	10-36-400-008	BERGSCHNEIDER ADAM M	1193 FRANKLIN-ALEXANDER RD	ALEXANDER IL 62601
378	10-36-400-005	B & T TRUST HAMMES THOMAS J PATRICK BRENDA R TRUSTEES	103 E FOREST ST	ASHLAND IL 62612
380	10-31-300-005	WHALEN WILLIAM T ROBECCA A	1180 GINDER RD	JACKSONVILLE IL 626506539
381	10-34-400-009	FARRELL KARI L	1203 ORLEANS RD	FRANKLIN IL 62638
383	11-34-300-004	TORBECK LOREN W	3330 BROWN RD	NEW BERLIN IL 626704621
384	11-33-400-002	ZACHARY WILLIAM P JR	511 WOODLAND PL	JACKSONVILLE IL 62650
387	15-03-100-016	BALLINGER DENNIS D	PO BOX 1452	DECATUR IL 625251452
388	15-03-100-022	EDWARDS JASON E MARCY L	17540 MANSION RD	NEW BERLIN IL 62670
389	15-03-100-018	FINCH RICHARD RAYMOND	3339 BROWN RD	NEW BERLIN IL 62670
390	15-03-100-016	BALLINGER DENNIS D	PO BOX 1452	DECATUR IL 625251452
392	15-06-200-002	JOHNSON RICHARD F SHARON F	1081 FRANKLIN ALEXANDER RD	ALEXANDER IL 62601
393	14-03-100-002	COX RICHARD I	2736 LOAMI RD	FRANKLIN IL 626385085
394	14-03-100-002	COX RICHARD I	2736 LOAMI RD	FRANKLIN IL 626385085
395	14-03-200-002	TANKERSLEY STEPHEN A CAROL L	805 E ALLEY	ALEXANDER IL 62601
396	14-03-200-002	TANKERSLEY STEPHEN A CAROL L	805 E ALLEY	ALEXANDER IL 62601
397	14-04-200-007	MARABLE KENNY	1170 DAVIS RD	JACKSONVILLE IL 62650
398	14-04-200-007	MARABLE KENNY	1170 DAVIS RD	JACKSONVILLE IL 62650
399	14-01-100-006	SCHUMACHER TIMOTHY D JAMIE L	1154 DICKERMAN RD	FRANKLIN IL 626385092
400	14-01-100-006	SCHUMACHER TIMOTHY D JAMIE L	1154 DICKERMAN RD	FRANKLIN IL 626385092
401	14-06-300-003	CRUZAN DAVID N TRUSTEE	11964 ROCKY DRIVE	SAINT LOUIS MO 63141
402	14-02-100-001	A C A CORPORATION	13325 WINFIELD PL	GOLDEN CO 804013550
403	15-05-200-001	BERGSCHNEIDER THOMAS J AS TRUSTEE (UND 1/2 INT) BERGSCHNEIDER HELEN R AS TRUSTEE (UND 1/2 INT)	734 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385077
404	14-02-100-001	A C A CORPORATION	13325 WINFIELD PL	GOLDEN CO 804013550
405	14-01-100-005	LONG TYLER L ASHLIE L	1150 DICKERSON RD	FRANKLIN IL 62638
406	14-01-100-005	LONG TYLER L ASHLIE L	1150 DICKERSON RD	FRANKLIN IL 62638
407	14-03-300-008	THIELEN MICHELLE L BONE TAMMY A	6421 WESTWIND DR	SPRINGFIELD IL 62711
408	14-03-300-008	THIELEN MICHELLE L BONE TAMMY A	6421 WESTWIND DR	SPRINGFIELD IL 62711
409	14-02-400-002	A C A CORPORATION	13325 WINFIELD PL	GOLDEN CO 804013550
410	14-02-400-002	A C A CORPORATION	13325 WINFIELD PL	GOLDEN CO 804013550
411	14-03-400-005	BONJEAN PATRICK A SHARON A	2759 ANDERSON RD	FRANKLIN IL 62638
412	14-03-400-002	HAZEL BRENDA K	1033 E MORTON AVE LOT 44	JACKSONVILLE IL 626503381
413	14-03-300-004	WALDEN DOUGLAS	1131 ORLEANS RD	FRANKLIN IL 626385153
414	14-03-300-004	WALDEN DOUGLAS	1131 ORLEANS RD	FRANKLIN IL 626385153
415	14-01-300-002	UTLEY ROGER W BECKY L	2937 ANDERSON RD	FRANKLIN IL 626385089
416	14-01-300-002	UTLEY ROGER W BECKY L	2937 ANDERSON RD	FRANKLIN IL 626385089
417	15-04-100-005	CREASEY TRAVIS L TASHA L	3196 HERMES RD	ALEXANDER IL 62601
418	14-05-301-021	FERNANDES RYAN L	1119 FIRECRACKER RD	JACKSONVILLE IL 62650
419	15-05-300-006	RANDAZZO KAREN LEE	3103 HERMES RD	ALEXANDER IL 62601
420	15-04-300-002	HERMES HENRY TRUSTEE OF MARY HERMES TRST -2013	17023 OLD ROUTE 54	NEW BERLIN IL 626704314
421	14-04-400-003	CRIM JOANN E TRUSTEE	1119 DAVIS RD	JACKSONVILLE IL 626506290
422	14-05-400-011	CULLY GARY S THERESA L	1115 S WITTY ROAD - LOAMI BLACKTOP	JACKSONVILLE IL 62650
423	14-05-400-011	CULLY GARY S THERESA L	1115 S WITTY ROAD - LOAMI BLACKTOP	JACKSONVILLE IL 62650
424	14-05-300-007	ANDERSON RAYMOND M GLENDA A	1116 FIRECRACKER RD	JACKSONVILLE IL 626506280
425	14-05-300-007	ANDERSON RAYMOND M GLENDA A	1116 FIRECRACKER RD	JACKSONVILLE IL 626506280
426	14-01-400-003	LOYD LARRY L DANA S	1125 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017020
427	14-05-301-004	ANDERS ALAN E BRENDA L	1111 FIRECRACKER RD	JACKSONVILLE IL 626506282
428	14-05-300-007	ANDERSON RAYMOND M GLENDA A	1116 FIRECRACKER RD	JACKSONVILLE IL 626506280
429	14-05-300-007	ANDERSON RAYMOND M GLENDA A	1116 FIRECRACKER RD	JACKSONVILLE IL 626506280
430	15-04-300-004	LEHNEN ERIK TANYA HARRIS CHARLES L	1090 MCCARTY RD	ALEXANDER IL 62601
431	14-05-301-016	FURLOW MICHAEL TINA	2492 JD TURNER DR	JACKSONVILLE IL 626506499
432	14-05-301-011	BAKER MICHAEL N ANNIE R	2496 JD TURNER DR	JACKSONVILLE IL 62650
433	14-05-301-015	BAKER MICHAEL N ANNIE R	2496 JD TURNER DR	JACKSONVILLE IL 626506423
434	15-04-400-002	JOHNSON RICHARD FREDERICK, ETAL	1081 FRANKLIN ALEXANDER RD	ALEXANDER IL 62601
435	14-05-301-014	NYBERG MICHELLE A	2495 JD TURNER DRIVE	JACKSONVILLE IL 62650
436	14-05-301-018	MOORE ROSEMARIE	2491 J D TURNER DR	JACKSONVILLE IL 62650
437	14-06-400-004	VACHE C LOUIS MARTHA JO	2462 LOAMI RD	JACKSONVILLE IL 626508200
438	14-05-301-012	MEYER CHARLES B VERONICA	1103 FIRECRACKER RD	JACKSONVILLE IL 626506282
439	14-05-301-001	BEHNEN MONICA J	2490 LOAMI ROAD	JACKSONVILLE IL 62650
440	15-05-400-002	KLOPPE KAREN ALICE KLOPPE GEORGE WILLIAM AND THOMAS ALBERT	256 N WEBSTER AVE	JACKSONVILLE IL 626501870
441	14-04-300-004	MILLS ROBERT P SR	2616 LOAMI RD	JACKSONVILLE IL 626506295
442	14-05-400-009	MEADO JERRY L KAREN	2548 LOAMI RD	JACKSONVILLE IL 626506296
443	14-04-300-004	MILLS ROBERT P SR	2616 LOAMI RD	JACKSONVILLE IL 626506295
444	14-05-400-009	MEADO JERRY L KAREN	2548 LOAMI RD	JACKSONVILLE IL 626506296
445	14-06-400-006	DELONG DEBORAH E JOHN R	2464 LOAMI RD	JACKSONVILLE IL 626506293
446	14-05-300-008	SHAVER DEWEY B VERA L	2520 LOAMI RD	JACKSONVILLE IL 626506296
447	14-05-300-006	RHYS MORGANA BLOCKER STEPHANIE	2538 LOAMI ROAD	JACKSONVILLE IL 62650
448	14-05-300-006	RHYS MORGANA BLOCKER STEPHANIE	2538 LOAMI ROAD	JACKSONVILLE IL 62650
449	14-04-300-004	MILLS ROBERT P SR	2616 LOAMI RD	JACKSONVILLE IL 626506295
450	14-05-300-008	SHAVER DEWEY B VERA L	2520 LOAMI RD	JACKSONVILLE IL 626506296
451	14-04-300-004	MILLS ROBERT P SR	2616 LOAMI RD	JACKSONVILLE IL 626506295
452	14-05-400-005	PADGETT FRANCIS E GLADYS R	2552 LOAMI RD	JACKSONVILLE IL 626506296
453	14-05-301-013	OLSON VERNON SUSAN	2496 LOAMI RD	JACKSONVILLE IL 626506293
454	14-05-301-009	HALL ANTHONY W TAMMY J	2494 LOAMI RD	JACKSONVILLE IL 626506293
455	14-03-300-012	ROBINSON CHARLES R JR SARAH E	2700 LOAMI RD	FRANKLIN IL 626385085
456	14-03-300-010	ROBINSON LARRY M TAMRA R	2704 LOAMI RD	FRANKLIN IL 626385085
457	14-03-300-005	COX RICHARD I	2736 LOAMI RD	FRANKLIN IL 626385085
458	14-03-300-005	COX RICHARD I	2736 LOAMI RD	FRANKLIN IL 626385085
459	14-09-100-005	WOOD JANET L TRUSTEE JANET L WOOD LIVING TRUST	2617 LOAMI RD	JACKSONVILLE IL 62650
460	14-09-100-005	WOOD JANET L TRUSTEE JANET L WOOD LIVING TRUST	2617 LOAMI RD	JACKSONVILLE IL 62650
461	14-03-300-011	ROBINSON CHARLES R JR SARAH E	2700 LOAMI RD	FRANKLIN IL 626385085
462	14-02-300-005	WOODYARD CHARLOTTE	2790 LOAMI RD	FRANKLIN IL 62638
463	14-02-300-005	WOODYARD CHARLOTTE	2790 LOAMI RD	FRANKLIN IL 62638
464	14-10-200-010	TILLERY DONALD W DEBRA S	2767 LOAMI RD	FRANKLIN IL 626385154
465	14-10-200-010	TILLERY DONALD W DEBRA S	2767 LOAMI RD	FRANKLIN IL 626385154
466	14-10-200-010	TILLERY DONALD W DEBRA S	2767 LOAMI RD	FRANKLIN IL 626385154
467	15-05-300-003	ECK ROBERT W LOLA A TRUSTEES	1239 SANGAMON MORGAN COUNTY ROAD	NEW BERLIN IL 62670
468	14-12-200-001	JOHNSON RICHARD F SHARON F	1081 FRANKLIN ALEXANDER RD	ALEXANDER IL 626017019
469	15-08-100-002	ECK GEORGE E GAIL A	1088 CONTRARY LN	ALEXANDER IL 626017018
470	15-03-400-003	SINCLAIR ANN M LEVINE MARIA A	3350 DONOVAN RD	NEW BERLIN IL 626704388
471	14-10-100-004	CHRISTEN ALICE PAULINE BAUSER FLOYD M C/D	1051 ORLEANS RD	FRANKLIN IL 626385093
472	14-07-200-005	BECKER GARY M YUSKA SARAH J	2485 STATE HIGHWAY 104	JACKSONVILLE IL 626500000

473	14-08-200-004	SEYMOUR KARMA J GARY B	1044 PISGAH RD	JACKSONVILLE IL 626506358
474	14-08-200-004	SEYMOUR KARMA J GARY B	1044 PISGAH RD	JACKSONVILLE IL 626506358
475	14-10-100-010	GORDON WILLIAM A KATHERINE A TRUSTEES GORDON SEPTEMBER 2014 TRUST	1038 ED GORDON ROAD	FRANKLIN IL 62638
476	14-10-100-010	GORDON WILLIAM A KATHERINE A TRUSTEES GORDON SEPTEMBER 2014 TRUST	1038 ED GORDON ROAD	FRANKLIN IL 62638
477	14-11-200-004	BENNETT DONALD B	20344 PHEASANT TRAIL	BRAINERD MN 56401
478	15-10-100-002	RHODES MATTHEW J MISCHELLE ANN	1069 STENEMEYER RD	NEW BERLIN IL 626704389
479	14-10-100-008	EBREY JOHN ALLEN	1033 ORLEANS RD	FRANKLIN IL 626385093
480	13-12-200-002	BECKER EDWARD	1033 BECKER RD	JACKSONVILLE IL 626506332
481	14-10-100-008	EBREY JOHN ALLEN	1033 ORLEANS RD	FRANKLIN IL 626385093
482	14-11-200-005	BENNETT DONALD B	20344 PHEASANT TRAIL	BRAINERD MN 56401
483	14-10-100-010	GORDON WILLIAM A KATHERINE A TRUSTEES GORDON SEPTEMBER 2014 TRUST	1038 ED GORDON ROAD	FRANKLIN IL 62638
484	14-10-100-010	GORDON WILLIAM A KATHERINE A TRUSTEES GORDON SEPTEMBER 2014 TRUST	1038 ED GORDON ROAD	FRANKLIN IL 62638
485	15-07-200-003	FUCHS RONALD R CAROLYN S	2911 WOODSON FRANKLIN RD	FRANKLIN IL 626385112
486	14-11-100-006	BOWMAN CLARK R JR AMY M	2814 LUKEMAN ROAD	FRANKLIN IL 62638
487	14-11-100-006	BOWMAN CLARK R JR AMY M	2814 LUKEMAN ROAD	FRANKLIN IL 62638
488	15-08-100-005	LARSEN DEBBIE LINDA	3120 LOAMI RD	ALEXANDER IL 626010000
489	15-10-200-003	DUEWER GAVIN HANNAH	3358 LOAMI RD	NEW BERLIN IL 62670
490	14-08-400-002	WILLNER DARRELL W	1040 PISGAH RD	JACKSONVILLE IL 626506358
491	14-10-300-008	ELLIOTT RYAN M	2751 LUKEMAN RD	FRANKLIN IL 62638
492	15-09-400-006	BOURNE CALEB R	3297 LOAMI RD	ALEXANDER IL 626017012
493	14-11-300-004	CLARK WILLIAM C	2815 LUKEMAN RD	FRANKLIN IL 626385155
494	15-09-400-006	BOURNE CALEB R	3297 LOAMI RD	ALEXANDER IL 626017012
495	15-09-400-007	DUEWER GAVIN M	3249 LOAMI RD	ALEXANDER IL 626017012
496	14-08-400-002	WILLNER DARRELL W	1040 PISGAH RD	JACKSONVILLE IL 626506358
497	14-08-300-015	WILLNER DARRELL W MICHELLE L	1040 PISGAH RD	JACKSONVILLE IL 626506358
498	14-08-400-010	SANGAMO AGRICULTURE LLC ATTN: TAX DEPARTMENT	2027 DODGE ST	OMAHA NE 681021240
499	13-12-400-001	BECKER EDWARD	1033 BECKER RD	JACKSONVILLE IL 626506332
503	14-08-300-006	SANGAMO AGRICULTURE LLC ATTN: TAX DEPARTMENT	2027 DODGE ST	OMAHA NE 681021240
504	14-08-300-019	BUTLER GARY C BECKY J	2531 STATE HIGHWAY 104	JACKSONVILLE IL 626506353
505	14-09-300-003	BERGSCHNEIDER MICHAEL E STEPHANIE CO-TRUSTEES BERGSCHNEIDER FAM TRST	2591 UNION BAPTIST RD	JACKSONVILLE IL 626506355
506	14-08-300-009	DAVIS TOM L JUDITH L	2535 STATE HIGHWAY 104	JACKSONVILLE IL 626506353
507	15-07-300-002	PROCHAZKA ADOLPH G THERESA W	1000 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385156
508	13-11-400-007	HEMBROUGH THEODORE ETAL ROBERT E HEMBROUGH LIFE ESTATE	2288 CURRY ROAD	JACKSONVILLE IL 62650
509	15-07-300-004	PROCHAZKA ADOLPH G THERESA W TRUSTEES PROCHAZKA A E & V W LIFE ESTATE	1000 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385156
510	14-12-400-005	SEYMOUR WILLIAM H SHARON E	1001 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385157
511	15-10-300-003	WHALEN JAMES M PATRICIA D	1009 STENEMEYER RD	ALEXANDER IL 626017068
512	13-11-400-010	ASBURY UNITED METHODIST CHURCH INC WOOD NANCY	PO BOX 261	JACKSONVILLE IL 626500261
513	14-10-300-003	BERGSCHNEIDER RICHARD L	2716 UNION BAPTIST RD	FRANKLIN IL 626385148
514	14-09-300-007	CISNE CHRISTOPHER A MARY RENEE TRUSTEES CISNE FAMILY TRUST NO 2018	2615 UNION BAPTIST RD	JACKSONVILLE IL 62650
515	14-15-100-003	BERGSCHNEIDER RICHARD LEE	2716 UNION BAPTIST RD	FRANKLIN IL 626385148
516	14-15-100-003	BERGSCHNEIDER RICHARD LEE	2716 UNION BAPTIST RD	FRANKLIN IL 626385148
517	13-14-201-001	SPANGENBERG RONALD D CAROL J	2244 LAKE JACKSONVILLE RD	JACKSONVILLE IL 626506509
518	14-12-400-008	FUCHS RAYMOND JASON	991 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385079
519	13-14-201-002	MCGINNIS JERRY LINDA	2242 LAKE JACKSONVILLE RD	JACKSONVILLE IL 626506509
520	13-14-200-005	VOLLMER RICHARD A LARA E	2258 LAKE JACKSONVILLE RD	JACKSONVILLE IL 626506509
521	13-14-201-008	SCHIERL MARK T	2240 LAKE JACKSONVILLE RD	JACKSONVILLE IL 626506509
522	13-14-200-016	CRAYS NORMAN E DIXIE LEE	2270 LAKE JACKSONVILLE ROAD	JACKSONVILLE IL 62650
523	13-14-201-007	WOOD DONALD R MICHELLE RANDALL	2248 LAKE JACKSONVILLE RD	JACKSONVILLE IL 626506509
524	13-14-200-005	VOLLMER RICHARD A LARA E	2258 LAKE JACKSONVILLE RD	JACKSONVILLE IL 626506509
525	13-14-200-016	CRAYS NORMAN E DIXIE LEE	2270 LAKE JACKSONVILLE ROAD	JACKSONVILLE IL 62650
526	13-14-200-007	CONOVER JAMES S LINDA D	2286 LAKE JACKSONVILLE RD	JACKSONVILLE IL 626506509
527	15-15-200-006	DUEWER RICHARD	977 DUEWER RD	WAVERLY IL 62692
528	15-15-200-007	DUEWER RICHARD	977 DUEWER ROAD	WAVERLY IL 626920000
529	14-15-200-002	GRAY KATHLEEN ANN TRUSTEE REIF CYNTHIA SUE TRUSTEE	1417 LAKELAWN	JACKSONVILLE IL 62650
530	14-15-200-002	GRAY KATHLEEN ANN TRUSTEE REIF CYNTHIA SUE TRUSTEE	1417 LAKELAWN	JACKSONVILLE IL 62650
531	13-14-300-007	SCHELLER ERICA S TRUSTEE	106 NANSARAH DR	JACKSONVILLE IL 626502672
532	15-18-200-003	JOHNSON JEROME A CYNTHIA A TRUSTEES	961 CONTRARY LANE	WAVERLY IL 62692
533	14-13-100-003	BERGSCHNEIDER JEFFREY R PEGGY J	2910 KENNY ROAD	FRANKLIN IL 62638
534	14-16-100-012	SPENCER JUSTIN	935 WOOD RD	JACKSONVILLE IL 62650
535	14-16-100-012	SPENCER JUSTIN	935 WOOD RD	JACKSONVILLE IL 62650
536	15-15-200-004	PROCHAZKA ADOPH FRANK GINA LYNN	969 DUEWER RD	WAVERLY IL 626926102
537	15-15-200-004	PROCHAZKA ADOPH FRANK GINA LYNN	969 DUEWER RD	WAVERLY IL 626926102
538	14-17-400-001	HAYES GEORGE STEVEN	922 PISGAH RD	JACKSONVILLE IL 626506357
539	14-17-400-001	HAYES GEORGE STEVEN	922 PISGAH RD	JACKSONVILLE IL 626506357
540	14-14-400-004	SELWOOD DIANE DODSWORTH	2833 KENNY RD	FRANKLIN IL 626385106
541	14-14-400-003	DODSWORTH CLARK S JR	4400 KELLER AVE, STE 140	OAKLAND CA 94605
542	15-18-100-003	PROCHAZKA ADOLPH G TRUSTEE UND 1/2 INT PROCHAZKA THERESA W TRUSTEE UND 1/2 INT	1000 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385156
543	14-14-400-004	SELWOOD DIANE DODSWORTH	2833 KENNY RD	FRANKLIN IL 626385106
544	14-14-400-003	DODSWORTH CLARK S JR	4400 KELLER AVE, STE 140	OAKLAND CA 94605
545	14-14-300-003	HARTMAN SEAN W JACLYN R	2813 KENNY RD	FRANKLIN IL 62638
546	15-18-100-003	PROCHAZKA ADOLPH G TRUSTEE UND 1/2 INT PROCHAZKA THERESA W TRUSTEE UND 1/2 INT	1000 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385156
547	14-14-300-003	HARTMAN SEAN W JACLYN R	2813 KENNY RD	FRANKLIN IL 62638
548	14-14-400-004	SELWOOD DIANE DODSWORTH	2833 KENNY RD	FRANKLIN IL 626385106
549	15-18-300-004	BLACK EDWARD D III SPEAKS PATRICIA A	3005 KENNY ROAD	FRANKLIN IL 626380000
550	15-18-300-006	JOHNSON MICHAEL R JOANN	3015 KENNY RD	FRANKLIN IL 626385104
551	15-18-300-006	JOHNSON MICHAEL R JOANN	3015 KENNY RD	FRANKLIN IL 626385104
552	14-17-300-002	CERES PROPERTIES L.L.C.	3808 COOKSON RD	EAST SAINT LOUIS IL 622012126
553	14-18-300-015	ALBRECHT DANNY R CATHY L	932 CULLY RD	JACKSONVILLE IL 626506349
554	15-18-300-001	FUCHS RAYMOND JASON EMILY B	898 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385078
555	15-18-300-001	FUCHS RAYMOND JASON EMILY B	898 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385078
556	13-14-300-002	BREWER EDWARD W JR DIANA L	891 BROGDON RD	JACKSONVILLE IL 62650
557	13-13-400-010	HALLAM DANIEL CINDY BUSHUR	2386 BARROWS RD	JACKSONVILLE IL 626506343
558	13-23-100-001	BROGDON GARY M NORMAN E ALLEN SHARON J	2155 LAKE JACKSONVILLE RD	JACKSONVILLE IL 626506470
559	13-13-400-015	CERES PROPERTIES LLC	3808 COOKSON RD	EAST SAINT LOUIS IL 622012126
560	13-13-400-014	CULLY ADAM W	2312 BARROWS ROAD	JACKSONVILLE IL 62650
561	13-13-400-013	HALLAM DANIEL BUSHUR-HALLAM CINDY	2386 BARROWS ROAD	JACKSONVILLE IL 62650
562	13-13-400-004	HOLLOWAY ANDREW B CINDY G	2322 BARROWS RD	JACKSONVILLE IL 626506343
563	15-15-400-006	ERIN RADFORD JUDITH NORRIS LIFE ESTATE	865 DUEWER ROAD	WAVERLY IL 62692
564	14-20-100-004	COLWELL GARY D	2541 BARROWS RD	JACKSONVILLE IL 626506344
565	13-23-100-003	BROGDON GARY M NORMAN E ALLEN SHARON J	2155 LAKE JACKSONVILLE RD	JACKSONVILLE IL 626506470
566	14-24-100-006	BERGSCHNEIDER BRANDON W	3087 WATSON RD	WAVERLY IL 626926016
567	14-22-200-001	CLARK ALAN L TRUSTEE UND 1/7TH INTEREST	51 HIGHLAND ROAD	GRAYSLAKE IL 60030
568	14-22-200-001	CLARK ALAN L TRUSTEE UND 1/7TH INTEREST	51 HIGHLAND ROAD	GRAYSLAKE IL 60030
569	13-24-100-002	FLETCHER MARK AS TRUSTEE REV LIV TRST 4/01/96	3808 COOKSON RD	EAST SAINT LOUIS IL 622012126
570	13-24-100-002	FLETCHER MARK AS TRUSTEE REV LIV TRST 4/01/96	3808 COOKSON RD	EAST SAINT LOUIS IL 622012126
571	13-24-100-003	JOSEPH MARK W TAMERA E	836 HOAGLAND RD	JACKSONVILLE IL 626506340
572	13-23-100-005	SMITH FAMILY ESTATE LLC C/O PATRICIA KIRCHER	1408 BASE LINE ROAD	CHAPIN IL 62628
573	15-19-200-004	BERGSCHNEIDER ROBERT H MARILYN P TRUSTEES	849 CONTRARY LN	WAVERLY IL 626926037
574	14-21-100-005	FROMME JUSTIN	2602 YORDING ROAD	FRANKLIN IL 62638
575	14-21-100-005	FROMME JUSTIN	2602 YORDING ROAD	FRANKLIN IL 62638
576	14-19-400-001	GLYNNWOOD FARMS INC	1722 MURRAYVILLE ROAD	MURRAYVILLE IL 626680115
577	14-19-400-001	GLYNNWOOD FARMS INC	1722 MURRAYVILLE ROAD	MURRAYVILLE IL 626680115
578	14-20-400-005	WHITLOCK SCOTT E LISA J	833 RANSDELL RD	FRANKLIN IL 626385118

579	14-20-400-005	WHITLOCK SCOTT E LISA J	833 RANSDELL RD	FRANKLIN IL 626385118
580	14-24-200-005	MEYER SCOTT T WENDY J	894 DODSWORTH RD	FRANKLIN IL 626385082
581	14-24-200-005	MEYER SCOTT T WENDY J	894 DODSWORTH RD	FRANKLIN IL 626385082
582	14-19-400-001	GLYNNWOOD FARMS INC	1722 MURRAYVILLE ROAD	MURRAYVILLE IL 626680115
583	14-22-400-006	PHILLIPS JACOB DANIELLE	842 FLINN RD	FRANKLIN IL 626385147
584	14-22-400-006	PHILLIPS JACOB DANIELLE	842 FLINN RD	FRANKLIN IL 626385147
585	14-24-300-005	DODSWORTH CURT W TRUSTEE	890 DODSWORTH ROAD	FRANKLIN IL 62638
586	14-24-300-005	DODSWORTH CURT W TRUSTEE	890 DODSWORTH ROAD	FRANKLIN IL 62638
587	14-21-400-004	LYLE JAMES JANELL	824 BILLS RD	FRANKLIN IL 626385144
588	15-19-300-005	BERGSCHNEIDER JOSEPH P BARBARA A	852 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385078
589	14-21-400-004	LYLE JAMES JANELL	824 BILLS RD	FRANKLIN IL 626385144
590	14-20-300-004	MCGATH SHANE M JESSICA A	816 DARLEY ROAD	JACKSONVILLE IL 62650
591	15-19-300-008	BERGSCHNEIDER PAUL J JANIE E	846 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385078
592	14-22-300-001	MILLESON CARL W TRUSTEE MILLESON BROS TRUST-2014	2235 GOBBLERS LANE	MURRAYVILLE IL 62668
593	14-22-300-001	MILLESON CARL W TRUSTEE MILLESON BROS TRUST-2014	2235 GOBBLERS LANE	MURRAYVILLE IL 62668
594	14-24-300-003	BERGSCHNEIDER DEVIN WELSH LINDSAY	831 DODSWORTH RD	FRANKLIN IL 62638
595	14-24-300-003	BERGSCHNEIDER DEVIN WELSH LINDSAY	831 DODSWORTH RD	FRANKLIN IL 62638
598	13-22-400-004	LOWERY MICHAEL S JR KARI B	787 BROGDON ROAD	JACKSONVILLE IL 62650
599	13-23-400-004	HARNESS REBECCA J	801 HOAGLAND RD	JACKSONVILLE IL 626506341
600	15-20-300-015	COLWELL BRIAN	758 CONTRARY LANE	FRANKLIN IL 62638
601	13-23-300-008	POWELL RICKY JOE TAMMY Y WALLS	788 BROGDON ROAD	JACKSONVILLE IL 626500000
602	15-19-400-011	BERGSCHNEIDER SCOTT	795 CONTRARY LN	FRANKLIN IL 626385159
604	15-23-300-006	BROWN MICHAEL G	16438 GRAHAM RD	WAVERLY IL 62692
605	13-26-100-002	LAEL JOHN DELBERT PHYLLIS C	783 BROGDON RD	JACKSONVILLE IL 626506345
606	15-20-300-014	COLWELL DIANE E	3122 COLWELL RD	FRANKLIN IL 626385101
608	13-25-200-005	WILLIS MARGIE L AARON V	2349 REES RD	JACKSONVILLE IL 62650
609	14-30-200-003	TODD JODI M	2451 REES RD	JACKSONVILLE IL 62650
610	14-22-400-004	LYNCH LESLIE E	2790 STATE HIGHWAY 104	FRANKLIN IL 62638
611	14-22-400-004	LYNCH LESLIE E	2790 STATE HIGHWAY 104	FRANKLIN IL 62638
612	13-25-100-006	TUCKER JOSHUA	2347 REES RD	JACKSONVILLE IL 626506333
613	14-29-100-002	BROGDON SARAH	2535 REES RD	FRANKLIN IL 626385110
614	14-27-100-002	MATHER JUSTIN A KELSE E	783 REES STATION ROAD	FRANKLIN IL 62638
615	14-27-100-002	MATHER JUSTIN A KELSE E	783 REES STATION ROAD	FRANKLIN IL 62638
616	15-20-300-002	BERGSCHNEIDER RICHARD ROSEMARY	PO BOX 161	FRANKLIN IL 626380161
617	14-27-100-021	MATHER JUSTIN A KELSE E	783 REES STATION ROAD	FRANKLIN IL 62638
618	14-27-100-021	MATHER JUSTIN A KELSE E	783 REES STATION ROAD	FRANKLIN IL 62638
619	15-20-300-013	COLWELL JARRAD G	3126 COLWELL RD	FRANKLIN IL 626385101
620	14-27-100-021	MATHER JUSTIN A KELSE E	783 REES STATION ROAD	FRANKLIN IL 62638
621	13-25-200-012	FLETCHER MARK TRUSTEE MARK FLETCHER REVOCABLE LIVING TRUST	3808 COOKSON ROAD	EAST SAINT LOUIS IL 62201
622	15-21-400-007	FARQUHAR JOHN L CONGITA	3202 COLWELL RD	WAVERLY IL 626926035
623	15-22-400-003	WILCOX MARILYN J TRUSTEE	744 DUEWER RD	WAVERLY IL 626926034
624	15-30-200-002	SEYMOUR NED E COLLEEN E	779 CONTRARY LN	FRANKLIN IL 626385159
625	15-30-200-002	SEYMOUR NED E COLLEEN E	779 CONTRARY LN	FRANKLIN IL 626385159
626	14-27-100-006	REES FARMERS ELEVATOR CO	1132 VETERAN DRIVE	JACKSONVILLE IL 62650
627	13-25-100-011	HOAGLAND JOHN W BERNETTA L	756 HOAGLAND RD	JACKSONVILLE IL 62650
628	14-28-100-003	RANSDELL JOHN P	2309 LINDBERGH BLVD	SPRINGFIELD IL 627045529
629	14-28-100-003	RANSDELL JOHN P	2309 LINDBERGH BLVD	SPRINGFIELD IL 627045529
630	14-27-100-009	REES RICHARD L TRUSTEE UND 1/2 INTEREST REES DIANA G TRUSTEE UND 1/2 INTEREST	758 REES STATION ROAD	FRANKLIN IL 62638
631	14-27-100-009	REES RICHARD L TRUSTEE UND 1/2 INTEREST REES DIANA G TRUSTEE UND 1/2 INTEREST	758 REES STATION ROAD	FRANKLIN IL 62638
632	15-30-100-002	BERGSCHNEIDER THOMAS J AS TRUSTEE (UND 1/2 INT) BERGSCHNEIDER HELEN R AS TRUSTEE (UND 1/2 INT)	734 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385077
633	15-27-200-003	ASHBAUGH JAMES D TRACY S	769 DUEWER RD	WAVERLY IL 626926030
634	15-30-100-002	BERGSCHNEIDER THOMAS J AS TRUSTEE (UND 1/2 INT) BERGSCHNEIDER HELEN R AS TRUSTEE (UND 1/2 INT)	734 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385077
635	15-30-100-002	BERGSCHNEIDER THOMAS J AS TRUSTEE (UND 1/2 INT) BERGSCHNEIDER HELEN R AS TRUSTEE (UND 1/2 INT)	734 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385077
636	14-26-200-012	ADKINS JOSHUA	2851 STATE HIGHWAY 104	FRANKLIN IL 626384962
637	14-26-200-012	ADKINS JOSHUA	2851 STATE HIGHWAY 104	FRANKLIN IL 626384962
638	14-26-200-016	RYAN CHARLES DONALD JOYCE A	3639 SW NATURA AVE APT D	DEERFIELD BEACH FL 33441
639	14-26-200-016	RYAN CHARLES DONALD JOYCE A	3639 SW NATURA AVE APT D	DEERFIELD BEACH FL 33441
640	13-26-400-006	JACKSON HELEN L AS SUC TRUSTEE OF ROBERT W JACKSON UND 1/2 INT	407 W VANDALIA RD	SOUTH JACKSONVILLE IL 626503225
641	14-26-100-006	MULQUIN TRACY LEADILL	737 BUCK LN	FRANKLIN IL 626384920
643	14-26-200-008	CLAYTON POINT INC	R 2	FRANKLIN IL 626380000
644	15-29-100-002	EBANN ELLEN SPENCER TRUSTEE JACKSONVILLE SAVINGS BANK & TRUST	PO BOX 880	JACKSONVILLE IL 626510880
645	15-29-200-009	CLINE GARY L LINDA M	749 MCNEELY RD	FRANKLIN IL 62638
646	14-26-200-009	KESTERSON BRADLEY E CARRI J	2871 STATE HIGHWAY 104	JACKSONVILLE IL 62650
647	14-26-200-011	HUGHES KEVIN RICHARD	751 DAHMAN RD	FRANKLIN IL 62638
648	14-26-200-011	HUGHES KEVIN RICHARD	751 DAHMAN RD	FRANKLIN IL 62638
649	14-26-200-009	KESTERSON BRADLEY E CARRI J	2871 STATE HIGHWAY 104	JACKSONVILLE IL 62650
650	14-26-300-007	LOWE GREGORY K LINDA A TRUSTEE OF LOWE LIVING TRUST	735 BUCK LN	FRANKLIN IL 626384920
651	14-26-300-005	LOWE GREGORY K LINDA A TRUSTEES LOWE AUGUST 1999 LIVING TRUST	735 BUCK LANE	FRANKLIN IL 62638
652	15-30-400-006	KNIFLEY RICK W JR	3089 AUSTIF RD	FRANKLIN IL 62638
653	14-26-400-006	CLAYTON POINT FERTILIZER INC	PO BOX 147	FRANKLIN IL 626380000
654	13-25-300-002	JACKSON ROBERT W HELEN L TRUSTEES	407 W VANDALIA RD	SOUTH JACKSONVILLE IL 626503225
655	15-26-100-003	WILCOX CHRISTOPHER A GAIL A	744 DUEWER RD	WAVERLY IL 626926033
656	14-27-300-001	SCOTT JOHN CHRISTOPHER	717 REES STATION RD	FRANKLIN IL 626385122
657	14-27-300-001	SCOTT JOHN CHRISTOPHER	717 REES STATION RD	FRANKLIN IL 626385122
658	15-26-300-006	WILCOX CHRISTOPHER ALAN GAIL ANN	744 DUEWER RD	WAVERLY IL 626926033
659	14-26-400-003	EDWARDS JAMES M	2879 STATE HIGHWAY 104	FRANKLIN IL 626384962
660	14-26-400-003	EDWARDS JAMES M	2879 STATE HIGHWAY 104	FRANKLIN IL 626384962
661	14-25-300-002	JOHNSON RALPH E TRUSTEE RALPH E JOHNSON LIVING TRUST	2423 STATE HIGHWAY 104	JACKSONVILLE IL 62650
662	14-25-300-002	JOHNSON RALPH E TRUSTEE RALPH E JOHNSON LIVING TRUST	2423 STATE HIGHWAY 104	JACKSONVILLE IL 62650
663	14-25-300-002	JOHNSON RALPH E TRUSTEE RALPH E JOHNSON LIVING TRUST	2423 STATE HIGHWAY 104	JACKSONVILLE IL 62650
664	14-25-300-002	JOHNSON RALPH E TRUSTEE RALPH E JOHNSON LIVING TRUST	2423 STATE HIGHWAY 104	JACKSONVILLE IL 62650
665	14-25-401-009	TOLER CECIL REGINALD TRUSTEE	426 MAIN ST	FRANKLIN IL 626385167
666	14-25-401-008	TOLER CECIL REGINALD TRUSTEE	426 MAIN ST	FRANKLIN IL 626385167
667	14-25-301-001	SITTON RONDA	6 TOLER BEND	FRANKLIN IL 62638
668	14-25-301-002	SMITH RICK W SUSAN L	8 TOLER BEND	FRANKLIN IL 626380000
669	14-25-301-003	HART BEVERLY A	16 CENTENNIAL	FRANKLIN IL 626384903
670	14-25-401-007	BENNETT LORI ANNE	21 WESTVIEW	FRANKLIN IL 62638
671	15-29-400-001	SMITH SUSAN L TRUSTEE UND 1/2 INTEREST LARRY A SMITH RESIDUARY TRUST	211 STATE ST	FRANKLIN IL 62638
672	14-25-301-004	HAYCRAFT WILLIAM H SHIRLEY F	14 CENTENNIAL	FRANKLIN IL 626384903
673	14-25-401-006	TOLER SHARON JEAN TRUSTEE	426 MAIN ST	FRANKLIN IL 626385167
674	14-25-300-018	MARSHALL AARON T	12 CENTENNIAL	FRANKLIN IL 62638
675	14-25-401-005	TOLER SHARON JEAN TRUSTEE	426 MAIN ST	FRANKLIN IL 626385167
676	14-25-401-004	REES RICHARD L TRUSTEE UND 1/2 INTEREST REES DIANA G TRUSTEE UND 1/2 INTEREST	758 REES STATION ROAD	FRANKLIN IL 62638
677	14-25-300-019	HANSEN THOMAS L MARY A HANSEN THOMAS W REBECCA M	10 CENTENNIAL	FRANKLIN IL 626384903
678	13-26-400-012	HOAGLAND JOHN W BERNETTA L	756 HOAGLAND RD	JACKSONVILLE IL 62650
679	14-25-300-020	GREGORY ROBERT C SAMANTHA	8 CENTENNIAL	FRANKLIN IL 62638
680	14-25-400-016	TERHARK RONALD L CLETA A	13 WESTVIEW	FRANKLIN IL 626384906
681	14-25-300-021	ROBERTS FRED C DIANE M	6 CENTENNIAL	FRANKLIN IL 626384903
682	14-25-400-015	FLYNN JAMES E BRENDA M	11 WESTVIEW DRIVE	FRANKLIN IL 626380000
683	14-26-400-013	DELANEY ROBERT F WILSON-DELANEY TONYA	2901 STATE HIGHWAY 104	FRANKLIN IL 626385012
685	14-26-400-013	DELANEY ROBERT F WILSON-DELANEY TONYA	2901 STATE HIGHWAY 104	FRANKLIN IL 626385012
686	14-25-300-022	CARTER CASEY W PARRACK SARAH A	4 CENTENNIAL	FRANKLIN IL 626384903

687	14-25-300-024	ROODHOUSE RICHARD SCOTT DELA ELIZABETH	316 STATE	FRANKLIN IL 626384901
688	14-30-300-006	LANGDON MICHAEL	2406 WOODSON FRANKLIN RD	FRANKLIN IL 626385000
689	14-25-400-014	LINDGREN JENNIFER L	9 WESTVIEWDR	FRANKLIN IL 62638
690	13-35-200-001	ALLEN JEDIDIAH J KIMBERLY L	2243 WOODSON FRANKLIN RD	JACKSONVILLE IL 626506363
691	14-25-400-013	HILL JEFFERY LINCOLN RACHEL JO	7 WESTVIEW DR	FRANKLIN IL 62638
692	14-25-400-012	JOHNSON JAMES E JR CATHERINE A	5 WESTVIEW	FRANKLIN IL 626384906
693	14-25-300-034	WATKINS BILLY D LYNN M	2923 STATE HIGHWAY 104	FRANKLIN IL 626380000
694	14-25-400-045	WALLBAUM WILLIAM M KAREN S	313 WYATT ST	FRANKLIN IL 626385194
695	14-25-300-034	WATKINS BILLY D LYNN M	2923 STATE HIGHWAY 104	FRANKLIN IL 626380000
696	14-25-300-026	KENNEDY CHARLEY R JR MAGEN E	315 STATE	FRANKLIN IL 626384902
697	14-25-400-011	TOLER SHARON JEAN TRUSTEE	426 MAIN ST	FRANKLIN IL 626385167
698	15-30-300-003	FUCHS RONALD R CAROLYN S DONALD L	2911 WOODSON FRANKLIN RD	FRANKLIN IL 626385112
699	14-25-400-017	FRANKLIN COMMUNITY UNIT SCHOOL DISTRICT 1 C/O FRED ROBERTS	P O BOX 140	ALEXANDER IL 626010140
700	14-25-300-032	WHALEN RICHARD E JR JANET L	311 STATE	FRANKLIN IL 626384902
701	14-25-400-010	HAERLE RICHARD G SHIRLEY A	1 WESTVIEW	FRANKLIN IL 626384906
702	14-25-300-035	DECKER STEPHEN R NANCY A	301 STATE	FRANKLIN IL 626384902
703	14-25-400-045	WALLBAUM WILLIAM M KAREN S	313 WYATT ST	FRANKLIN IL 626385194
704	14-25-400-017	FRANKLIN COMMUNITY UNIT SCHOOL DISTRICT 1 C/O FRED ROBERTS	P O BOX 140	ALEXANDER IL 626010140
705	14-25-400-045	WALLBAUM WILLIAM M KAREN S	313 WYATT ST	FRANKLIN IL 626385194
706	14-25-400-022	WALLBAUM WILLIAM M KAREN S	PO BOX 94	FRANKLIN IL 626380094
707	14-36-201-032	SMITH LARRY SUSAN L	211 STATE	FRANKLIN IL 626384910
708	14-25-400-023	HENRY RICHARD A MARY E	401 WYATT ST	FRANKLIN IL 626385177
709	15-28-400-004	SMITH RYAN A	713 BURNETT RD	WAVERLY IL 62692
710	15-28-400-004	SMITH RYAN A	713 BURNETT RD	WAVERLY IL 62692
711	14-25-400-024	REES JONATHAN D JENNIFER L	808 CYPRESS DR	CHATHAM IL 626291106
712	14-25-400-041	HUGHES RICHARD SUE	413 WYATT AVENUE	FRANKLIN IL 626380000
713	14-25-400-040	SETTLES DONALD L MELISSA D	417 WYATT ST	FRANKLIN IL 626385177
714	14-25-400-025	WILSON LYNDON COLE ELLEN CLAIR	405 WYATT AVENUE	FRANKLIN IL 62638
715	15-30-400-005	KNIFLEY RICK W SR	715 CONTRARY LN	FRANKLIN IL 62638
716	14-25-400-038	FORD JASON M ALEECE K	432 MAIN STREET	FRANKLIN IL 62638
717	14-25-400-039	MARTIN LESA R	517 WYATTS AVENUE	FRANKLIN IL 62638
718	14-25-400-048	KEEGAN SHAWN R	503 WYATT ST	FRANKLIN IL 626385178
719	14-25-400-034	MULQUIN PATRICIA M	507 WYATT ST	FRANKLIN IL 626385178
720	14-25-400-035	MAHAN ROBERT S	352 HARTS PRAIRIE RD	FRANKLIN IL 626385022
721	14-25-400-036	MAHAN ROBERT S	352 HARTS PRAIRIE RD	FRANKLIN IL 626385022
722	14-36-201-032	SMITH LARRY SUSAN L	211 STATE	FRANKLIN IL 626384910
723	14-36-201-032	SMITH LARRY SUSAN L	211 STATE	FRANKLIN IL 626384910
724	14-36-203-007	MAHAN ROBERT S	352 HARTS PRAIRIE RD	FRANKLIN IL 626385022
725	14-36-203-003	FRANKLIN COMMUNITY UNIT SCHOOL DISTRICT 1 C/O FRED ROBERTS	P O BOX 140	FRANKLIN IL 626380140
726	14-36-212-015	BALL DEBRA	502 WYATT AVE	FRANKLIN IL 626385178
727	14-36-212-001	STEINACHER BRANDON L	520 WYATT ST	FRANKLIN IL 62638
728	14-36-212-002	GRIZZLE RALPH E	514 WYATT ST	FRANKLIN IL 62638
729	14-36-203-005	ALLEN BRADLEY DOUGLAS	408 WYATT PO BOX 64	FRANKLIN IL 626380064
730	15-31-101-001	WHALEN JON A HOLLY E	PO BOX 43	FRANKLIN IL 626380043
731	14-36-203-003	FRANKLIN COMMUNITY UNIT SCHOOL DISTRICT 1 C/O FRED ROBERTS	P O BOX 140	FRANKLIN IL 626380140
732	14-36-203-002	THE ROMAN CATHOLIC DIOCESE OF SPRINGFIELD AN ILLINOIS TRUSTEE CORPORATION	1615 W WASHINGTON ST	SPRINGFIELD IL 627024757
733	14-35-100-004	KINDRED MARK A THERESA L	687 RANSON RD	FRANKLIN IL 62638
734	15-31-101-008	FORD JASON M ALEECE K	432 MAIN ST	FRANKLIN IL 62638
735	14-35-100-004	KINDRED MARK A THERESA L	687 RANSON RD	FRANKLIN IL 62638
736	15-31-101-008	FORD JASON M ALEECE K	432 MAIN ST	FRANKLIN IL 62638
737	14-36-201-023	COMMUNITY STATE BANK	PO BOX 78	GALVA IL 614340078
738	14-31-100-005	LANGDON RICHARD J TRUSTEE RICHARD J LANGDON REVOCABLE TRUST	155 CARONDELET PLAZA #603	CLAYTON MO 63105
739	15-29-400-003	BERGSCHNEIDER THOMAS J AS TRUSTEE (UND 1/2 INT) BERGSCHNEIDER HELEN R AS TRUSTEE (UND 1/2 INT)	734 FRANKLIN ALEXANDER RD	FRANKLIN IL 626385077
740	14-31-101-002	LANGDON RICHARD J TRUSTEE RICHARD J LANGDON REVOCABLE TRUST	155 CARONDELET PLAZA #603	CLAYTON MO 63105
741	15-31-101-014	MCDANNALD WILLIAM T CHERYL	313 E PRAIRIE ST	FRANKLIN IL 626385111
742	15-31-200-010	LITTLE KEVIN G JESSICA L	705 CONTRARY LN	FRANKLIN IL 626385159
744	15-31-200-010	LITTLE KEVIN G JESSICA L	705 CONTRARY LN	FRANKLIN IL 626385159
745	15-31-101-010	KELTNER KIM L ROBERT M	314 E PRAIRIE ST	FRANKLIN IL 626385111
746	14-31-100-009	FANNING JAMES A LINDA	2419 WOODSON FRANKLIN ROAD	FRANKLIN IL 626380000
747	14-34-100-002	AWA PROPERTIES LP	61 CRESTWOOD DR	SAINT LOUIS MO 631053020
748	14-36-100-003	COURIER JOHN SUSAN TRUSTEES	579 HARTS PRAIRIIE ROAD	FRANKLIN IL 62638
749	15-35-100-003	BURNETT WILLIAM W WANDA L TRUSTEES	684 DUEWER RD	WAVERLY IL 62692
750	14-31-200-007	RICHARDSON CLYDE ROBERT	536 CROW RD	FRANKLIN IL 62638
751	15-32-200-001	TRADER FAMILY FARMS LLC	1867 ST PAULS CHURCH RD	CHAPIN IL 62628
752	14-36-200-011	RAWLINGS CONNIE S	1 MORRIS STREET	FRANKLIN IL 62638
753	15-31-200-012	LANE MARK I KRISTEN M	697 CONTRARY LN	FRANKLIN IL 626385196
754	14-36-200-010	BRADEN SHEILA L	7 MORRIS	FRANKLIN IL 626385187
755	14-33-100-004	RICHARDS NANCY	653 BILLS RD	FRANKLIN IL 626385141
756	14-33-100-004	RICHARDS NANCY	653 BILLS RD	FRANKLIN IL 626385141
757	14-36-100-011	WATSON BEVERLY A	PO BOX 244	FRANKLIN IL 626380244
758	14-36-100-011	WATSON BEVERLY A	PO BOX 244	FRANKLIN IL 626380244
759	15-31-200-009	LESKOVISEK RICHARD F LORA A	3058 CLEVENGER RD	FRANKLIN IL 626385139
760	14-36-101-012	MORRIS JONATHAN E TERESA I	5 LOCUST	FRANKLIN IL 626385124
761	14-36-200-009	HARTMAN SEAN W	2952 STATE HIGHWAY 104	FRANKLIN IL 62638
762	14-36-101-011	JONES DENNIS A RACHAEL D	3 LOCUST	FRANKLIN IL 626385124
763	14-36-101-006	SLAUGHTERBACK JOSHUA K KATIE S	1 LOCUST ST	FRANKLIN IL 62638
764	14-35-200-008	CULBERTSON JESSE P ELIZABETH A	2882 WOODSON FRANKLIN RD	FRANKLIN IL 626385010
765	14-35-200-008	CULBERTSON JESSE P ELIZABETH A	2882 WOODSON FRANKLIN RD	FRANKLIN IL 626385010
766	14-36-101-003	LONG BRIAN R REBECCA L	5 OSAGE DR	FRANKLIN IL 626385138
767	14-32-200-005	DURBIN UNITED METHODIST CHURCH	2546 WOODSON FRANKLIN ROAD	FRANKLIN IL 626380000
768	14-32-200-005	DURBIN UNITED METHODIST CHURCH	2546 WOODSON FRANKLIN ROAD	FRANKLIN IL 626380000
769	14-36-101-010	ADKINS VICKIE J	4 LOCUST	FRANKLIN IL 62638
770	14-36-101-007	TURPIN PAUL R JR PATRICIA L	4 OSAGE DR	FRANKLIN IL 626385126
771	14-33-100-006	SMITH JARED A THERESA L	2570 WOODSON FRANKLIN RD	FRANKLIN IL 62638
772	14-33-100-006	SMITH JARED A THERESA L	2570 WOODSON FRANKLIN RD	FRANKLIN IL 62638
773	14-36-100-010	BERGSCHNEIDER BERNICE L TRUSTEE	2890 WOODSON FRANKLIN RD	FRANKLIN IL 626385010
774	14-36-100-010	BERGSCHNEIDER BERNICE L TRUSTEE	2890 WOODSON FRANKLIN RD	FRANKLIN IL 626385010
775	14-34-200-007	BRYANT GARY L SANDRA R	2764 WOODSON FRANKLIN RD	FRANKLIN IL 626385009
776	14-34-200-007	BRYANT GARY L SANDRA R	2764 WOODSON FRANKLIN RD	FRANKLIN IL 626385009
777	14-34-100-007	BROGDON ADRIAN M	2710 WOODSON FRANKLIN RD	FRANKLIN IL 626385009
778	14-36-101-014	COURTNEY GAIL A JERRY L	2910 WOODSON FRANKLIN RD	FRANKLIN IL 62638
779	14-36-101-008	CLAYTON JAMES R SHANNON M	2 OSAGE DR	FRANKLIN IL 62638
780	14-36-101-001	STREIT BRADLEY A SIX AMANDA J	1 OSAGE DRIVE	FRANKLIN IL 62638
782	14-32-300-007	WALKER SEAN D	2497 WOODSON FRANKLIN RD	FRANKLIN IL 626385004
784	14-35-200-010	BROCKHOUSE JACOB	2874 WOODSON FRANKLIN RD	FRANKLIN IL 62638
785	14-32-400-007	DAWDY JAMES DEAN VICKI	2565 WOODSON FRANKLIN RD	FRANKLIN IL 626385006
786	14-35-200-010	BROCKHOUSE JACOB	2874 WOODSON FRANKLIN RD	FRANKLIN IL 62638
787	14-33-300-002	WILSON MARGIE E GEORGE B TRUSTEES	20 JACKSONVILLE PL UNIT 45	JACKSONVILLE IL 626503719
788	15-32-100-003	SMITH DENISE L DARRYL L	PO BOX 143 106 PRAIRIE	FRANKLIN IL 626380143
789	14-32-400-001	LANGDON RICHARD J TRUSTEE RICHARD J LANGDON REVOCABLE TRUST	155 CARONDELET PLAZA #603	CLAYTON MO 63105
790	14-33-300-005	STEINACHER STEVEN J DEBORAH M	2629 WOODSON FRANKLIN RD	FRANKLIN IL 626385007
791	14-36-300-020	FLYNN JAKE THOMAS ABIGAIL LOUISE	2915 WOODSON FRANKLIN RD	FRANKLIN IL 626385112
792	15-31-200-013	WINNINGHAM MARY ANN	3050 CLEVENGER RD	FRANKLIN IL 626385139
793	14-36-300-005	SCOTT JOHN M PRISCILLA J	854 OLD GURLEY PIRE	NEW HOPE AL 35760

794	14-36-300-006	SCOTT JOHN M PRISCILLA J	854 OLD GURLEY PIRE	NEW HOPE AL 35760
795	14-36-300-022	THOMPSON TIMOTHY D TAMARA H	2899 WOODSON FRANKLIN	FRANKLIN IL 62638
796	14-36-300-022	THOMPSON TIMOTHY D TAMARA H	2899 WOODSON FRANKLIN	FRANKLIN IL 62638
797	14-36-300-032	FUCHS RAYMOND JASON EMILY BERSCHNEIDER	2907 WOODSON FRANKLIN RD	FRANKLIN IL 62638
798	14-36-300-005	SCOTT JOHN M PRISCILLA J	854 OLD GURLEY PIRE	NEW HOPE AL 35760
799	14-36-300-032	FUCHS RAYMOND JASON EMILY BERSCHNEIDER	2907 WOODSON FRANKLIN RD	FRANKLIN IL 62638
800	14-36-300-031	FUCHS RONALD R CAROLYN S	2911 WOODSON FRANKLIN RD	FRANKLIN IL 626385112
801	14-36-300-020	FLYNN JAKE THOMAS ABIGAIL LOUISE	2915 WOODSON FRANKLIN RD	FRANKLIN IL 626385112
802	14-35-400-004	RUST PAUL WESLEY	2861 WOODSON FRANKLIN RD	FRANKLIN IL 626385140
803	15-33-200-006	STONE DUANE E BARBARA J	3278 CLEVENGER RD	WAVERLY IL 626926064
804	15-33-200-006	STONE DUANE E BARBARA J	3278 CLEVENGER RD	WAVERLY IL 626926064
805	15-31-400-067	CLEVENGER WILLIAM M	3049 CLEVENGER RD	FRANKLIN IL 626385129
806	15-32-300-008	EGTS KEVIN R & DEBORAH L	924 W JACKSON	AUBURN IL 62615
807	14-36-300-036	REES WILLIAM M IV JUANITA	2877 WOODSON FRANKLIN RD	FRANKLIN IL 626385140
808	14-36-300-036	REES WILLIAM M IV JUANITA	2877 WOODSON FRANKLIN RD	FRANKLIN IL 626385140
809	15-32-300-005	WELLS MATTHEW MARCUS CHRISTINA RENAE	3143 CLEVENGER RD	FRANKLIN IL 626385125
810	15-32-300-017	SMITH WILLIAM T KARA RENE	3107 CLEVENGER RD	FRANKLIN IL 62638
811	15-34-300-005	HERMES ALBERT L	3311 CLEVENGER RD	WAVERLY IL 626926062
812	15-31-400-062	PEARSON ROBERT BARRY LAURA LEE	3069 CLEVENGER RD	FRANKLIN IL 626385129
814	15-32-300-024	FITZPATRICK GERALD E	103 N WAVERLY LAKE RD	FRANKLIN IL 626385151
815	15-32-300-039	GRAY SHANE A JONI E	300 E BROWN STREET	WAVERLY IL 62692
816	14-35-300-003	SMITH THOMAS L DENA R	611 STEWART RD	FRANKLIN IL 626384950
817	14-33-400-002	WOHLERS RALPH A TRUSTEE UND 1/2 INTEREST WOHLERS THELMA M TRUSTEE UND 1/2 INTEREST	613 WOHLERS	FRANKLIN IL 626385099
818	14-31-400-009	RICHARDSON GREGG A	623 DARLEY RD	FRANKLIN IL 626385061
819	15-32-300-038	JENNINGS JUSTIN W AUDREY J	117 N WAVERLY LAKE DR	FRANKLIN IL 62638
820	14-31-400-004	CROW HOWARD RUBY	617 DARLEY RD	FRANKLIN IL 626385061
821	15-32-300-035	LONG ALLEN L TRUDY E	121 N WAVERLY LAKE RD	FRANKLIN IL 626385151
822	15-32-300-041	LOVE EDWIN E CAROL J	417 HARTS PRAIRIE RD	FRANKLIN IL 62638
823	14-31-400-006	CROW WAYNE KEITH PATRICIA S TRUSTEES CROW MAY 2018 LIVING TRUST	599 DARLEY RD	FRANKLIN IL 62638
824	14-35-300-004	SMITH LOUIS SCOTT LOIS ARLENE	608 STEWART RD	FRANKLIN IL 626384951
825	15-32-300-040	GILL RONALD E JR. TRUSTEE	120 N WAVERLY LAKE RD	FRANKLIN IL 62638
826	15-32-300-042	LOVE EDWIN E CAROL J	417 HARTS PRAIRIE RD	FRANKLIN IL 62638
827	14-35-300-007	FROMME ADAM P	607 STEWART ROAD	FRANKLIN IL 62638
828	15-35-400-006	MCDANNALD GERALD L	605 N CURTISS ST	WAVERLY IL 626921085
829	15-35-300-001	WOODS MARTIN J KAREN S	2203 SEQUOIA DR	SOUTH JACKSONVILLE IL 626509502
830	18-03-200-004	BLACKORBY LOUIS A JR PAMELA A	2786 BLACKORBY RD	FRANKLIN IL 626385033
831	18-05-200-001	STENDER ROBERT E IDALIA V	2525 DURBIN LN	FRANKLIN IL 626385186
832	19-05-100-018	PENCE DAVID A TRICIA M	129 N WAVERLY LAKE ROAD	FRANKLIN IL 62638
833	19-05-100-008	STEELMAN NATHAN RAY MARY RENEE	131 N WAVERLY LAKE RD	FRANKLIN IL 626385151
834	18-02-100-013	SCHULTE JEFFREY A KRISTINE D TRUSTEES	2810 BLACKORBY RD	FRANKLIN IL 626385034
835	18-03-200-004	BLACKORBY LOUIS A JR PAMELA A	2786 BLACKORBY RD	FRANKLIN IL 626385033
836	18-02-100-013	SCHULTE JEFFREY A KRISTINE D TRUSTEES	2810 BLACKORBY RD	FRANKLIN IL 626385034
837	18-05-200-001	STENDER ROBERT E IDALIA V	2525 DURBIN LN	FRANKLIN IL 626385186
838	18-03-200-004	BLACKORBY LOUIS A JR PAMELA A	2786 BLACKORBY RD	FRANKLIN IL 626385033
839	18-02-100-014	REICHERT HARRY J MILA G	2808 BLACKORBY RD	FRANKLIN IL 626385034
840	18-05-100-003	PATE JAMES D MAXWELL-PATE SHEILA S	230 WEST COLLEGE	JACKSONVILLE IL 62650
841	18-03-200-008	MAHAN DUSTIN R	2775 BLACKORBY RD	FRANKLIN IL 62638
842	18-03-200-008	MAHAN DUSTIN R	2775 BLACKORBY RD	FRANKLIN IL 62638
843	18-03-200-009	MAHAN RANDALL P LAURA J	2765 BLACKORBY RD	FRANKLIN IL 62638
844	19-04-200-007	RHODES STEVEN L KAREN	PO BOX 41	SPRINGFIELD IL 627050041
845	18-02-100-010	COLWELL RYAN J HEATHER L	600 STEWART RD	FRANKLIN IL 626384951
846	19-03-200-001	TT FARMS INC DOWSON THOMAS T	12701 UNION SCHOOL RD	AUBURN IL 62615
847	18-02-100-008	WOOD JOHN E	561 STEWART RD	FRANKLIN IL 626384952
848	19-03-200-001	TT FARMS INC DOWSON THOMAS T	12701 UNION SCHOOL RD	AUBURN IL 62615
849	18-04-200-005	WOHLERS BRENDA SUE	2678 MOONEY LN	FRANKLIN IL 62638
850	19-02-100-003	HERMES DONALD M TAMMY JO	562 DUEWER RD	WAVERLY IL 626926031
851	19-02-100-002	HERMES DONALD W LIVING TRUST HERMES SHIRLEY M LIVING TRUST	560 N MILLER ST	WAVERLY IL 626926118
852	19-04-100-002	BERGSCHNEIDER BRANDON WESLEY	3087 WATSON RD	WAVERLY IL 62692
853	19-05-200-006	LYONS EVELYN C TRUSTEE EVELYN C LYONS REVOCABLE TRUST NO 2018	3210 GERMAN RD	WAVERLY IL 62692
854	19-04-200-005	HERMES WILLIAM PATRICK	3250 GERMAN RD	WAVERLY IL 626926072
855	19-04-100-003	BURNS ROBERT J	3218 GERMAN RD	WAVERLY IL 626926071
856	19-04-200-009	PROCTOR JOHN F TERRI LYNN	3304 GERMAN RD	WAVERLY IL 626926073
857	19-04-300-009	STEWART VINCENT T COREEN L	3221 GERMAN RD	WAVERLY IL 626926069
858	19-03-100-003	GERMAN EDWARD GERALD REBA M	3316 GERMAN RD	WAVERLY IL 626926073
859	19-04-400-002	DYE DONALD E L DARLENE	3285 GERMAN RD	WAVERLY IL 626926069
860	18-05-300-002	RICHARDSON CLYDE ROBERT DONNA	536 CROW RD	FRANKLIN IL 626385039
861	18-04-400-005	NUDD KENNETH I TRUSTEE UNDIVIDED 1/2 INTEREST NUDD KAROLYN K TRUSTEE UNDIVIDED 1/2 INTEREST	PO BOX 351	NAUVOO IL 62354
862	19-04-400-007	PITMAN KENNETH E DEBORAH K	3265 GERMAN RD	WAVERLY IL 626926069
863	19-04-301-006	WHALEN RYAN MICHAEL	501 S LYONS RD	WAVERLY IL 626926066
864	19-04-400-007	PITMAN KENNETH E DEBORAH K	3265 GERMAN RD	WAVERLY IL 626926069
865	19-02-200-009	SEIZ EMERY L MARGIE S	555 SEIZ RD	WAVERLY IL 626926027
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867	19-02-400-008	KNIGHT GARETH L MONICA ANN	542 SEITZ RD	WAVERLY IL 62692
868	19-04-301-004	BROWN RICHARD C MARY E	507 S LYONS RD	WAVERLY IL 626926066
869	19-02-400-010	NEUMAN HIS HEIRS AND ASSIGNS WILLIAM L	547 SEIZ RD	WAVERLY IL 626926027
870	18-02-300-008	CHASE JAMES M	531 STEWART RD	FRANKLIN IL 62638
871	18-02-300-003	DOOLEY DONALD DIANNE	528 STEWART RD	FRANKLIN IL 626384953
872	19-04-400-008	EDWARDS WILLIAM C CELIA	502 S LYONS RD	WAVERLY IL 626926065
873	18-02-400-007	HAMILTON GEORGE R TRUSTEE UND 1/2 INTEREST HAMILTON GINA TRUSTEE UND 1/2 INTEREST	520 STEWART RD	FRANKLIN IL 62638
874	19-04-300-004	STEWART MERRIL R	511 LYONS ROAD	WAVERLY IL 62692
875	19-04-300-004	STEWART MERRIL R	511 LYONS ROAD	WAVERLY IL 62692
876	19-11-202-008	NEW HOPE BAPTIST CHURCH OF WAVERLY INC C/O JOHN E BURNELL	406 FINLEY ST	JACKSONVILLE IL 62650
877	19-11-202-008	NEW HOPE BAPTIST CHURCH OF WAVERLY INC C/O JOHN E BURNELL	406 FINLEY ST	JACKSONVILLE IL 62650
880	19-11-102-016	SCHOOL DISTRICT 6		WAVERLY IL 626920000
881	19-11-102-016	SCHOOL DISTRICT 6		WAVERLY IL 626920000
882	19-11-207-002	WAVERLY FIRST BAPTIST CHURCH	180 N GROVE STREET	WAVERLY IL 626920000
883	19-11-207-002	WAVERLY FIRST BAPTIST CHURCH	180 N GROVE STREET	WAVERLY IL 626920000
884	19-11-210-007	UNITED METHODIST CHURCH C/O DON STEIN TRUSTEE	190 E STATE STREET	WAVERLY IL 626920000
885	19-11-210-007	UNITED METHODIST CHURCH C/O DON STEIN TRUSTEE	190 E STATE STREET	WAVERLY IL 626920000
888	19-09-200-008	MAYBERRY CRAIG A	3276 STATE HIGHWAY 104	WAVERLY IL 626926004

Sound - Sangamon County - Layout 79

BEZ	ParcelID	Auditor_La	Parcel_Add	Parcel_Cit	Parcel_Sta	Parcel_Zip
5	11260400007	Smith Megan Smith Mindi	16265 BERLIN TOWER RD	NEW BERLIN	IL	62670
6	11270300001	Pain Maker Land Llc	91 N OWEN LONG RD	NEW BERLIN	IL	62670
8	11250300009	Glisson Gibbs D Glisson Elizabeth O	15973 BERLIN TOWER RD	NEW BERLIN	IL	62670
9	11250300010	Hillen Brenda K	15925 BERLIN TOWER RD	NEW BERLIN	IL	62670
11	11260300002	Flinn Ruth E		NEW BERLIN	IL	62670
12	11260400003	Flinn D Alan Flinn Jennifer	16553 BERLIN TOWER RD	NEW BERLIN	IL	62670

13	11260300003	Flinn Ruth E	16561 BERLIN TOWER RD	NEW BERLIN	IL	62670
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20	11340200004	Moles Donald Moles Kathy	174 S OWEN LONG RD	NEW BERLIN	IL	62670
26	11360100001	Hunter R O	15984 BERLIN TOWER RD	NEW BERLIN	IL	62670
32	11340300001	Smith Mary R	773 SANG MORGN CO LINE RD	NEW BERLIN	IL	62670
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60	19110100015	Rudolph Patricia A Rudolph Walter William	16657 OLD JACKSONVILLE RD	NEW BERLIN	IL	62670
61	19100100001	Winkler Charles J Winkler Betty	17947 OLD JACKSONVILLE RD	NEW BERLIN	IL	62670
62	19100200005	Rice John C Rice Kara I	17319 OLD JACKSONVILLE RD	NEW BERLIN	IL	62670
63	19110100015	Rudolph Patricia A Rudolph Walter William	16657 OLD JACKSONVILLE RD	NEW BERLIN	IL	62670
64	19100100001	Winkler Charles J Winkler Betty	17947 OLD JACKSONVILLE RD	NEW BERLIN	IL	62670
66	19110200020	Hitt Robert B		NEW BERLIN	IL	62670
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75	19120100004	Meyer William E	15982 OLD JACKSONVILLE RD	NEW BERLIN	IL	62670
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80	19110200004	Deutschmann Karl R Deutschmann Beverly J	16284 OLD JACKSONVILLE RD	NEW BERLIN	IL	62670
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88	19110100009	Jacksonville Savings Bank Land Trust 339	16550 OLD JACKSONVILLE RD	NEW BERLIN	IL	62670
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106	19120300016	Bergschneider Betty Lou	2981 JIMTOWN RD	NEW BERLIN	IL	62670
108	19140200011	Brehm Allen Brehm Bethanie J	3001 JIMTOWN RD	NEW BERLIN	IL	62670
114	19140100007	Schurman Jon D Schurman Becky S	3205 PETERS RD	NEW BERLIN	IL	62670
130	19140200013	Dzierwa Luke H	3366 PETERS RD	NEW BERLIN	IL	62670
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150	19150300017	Britz Joseph H Britz Kathleen	17975 ST MARYS RD	NEW BERLIN	IL	62670
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159	19130300016	Ruebling Mark Duane Ruebling Marsha Ann	3779 JIMTOWN RD	NEW BERLIN	IL	62670
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382	19340400010	Braker Rita	6879 ISLAND GROVE RD	NEW BERLIN	IL	62670
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391	26020100005	Stenemeyer Matthew Stenemeyer Candy B	16532 MANSION RD	NEW BERLIN	IL	62670
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501	26110400004	Richie Loren W Richie Anna M	16478 W LOAMI RD	NEW BERLIN	IL	62670
502	26110400004	Richie Loren W Richie Anna M	16478 W LOAMI RD	NEW BERLIN	IL	62670
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597	26230400005	Morgan Karen E Morgan Joseph	16435 GRAHAM RD	WAVERLY	IL	62692
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607	26240300001	Duewer Kevin R Duewer Valerie R	10814 PLEASANT VALLEY RD	WAVERLY	IL	62692
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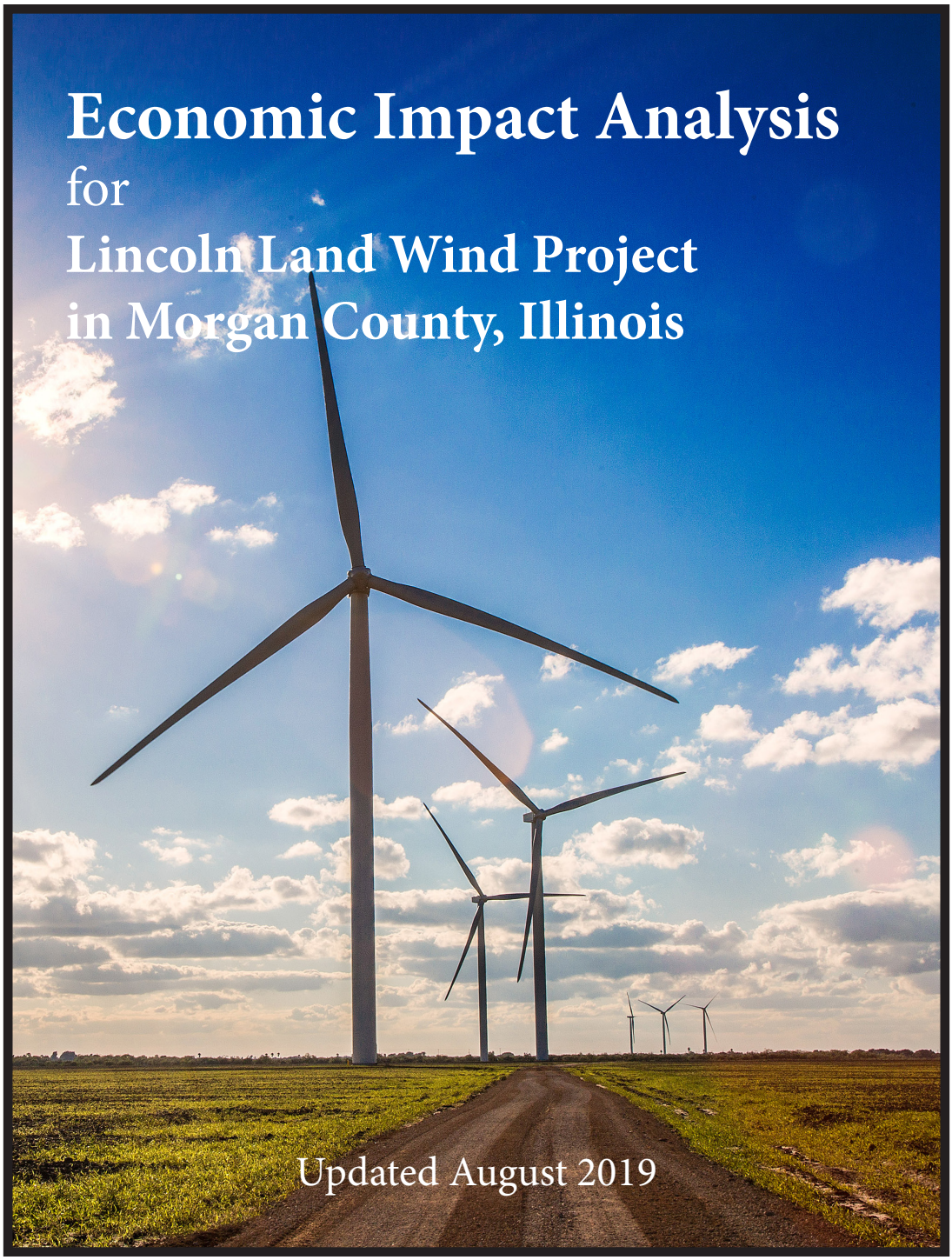
781	26360100015	Jackson Gregory Jackson Mary B	12314 PLEASANT VALLEY RD	WAVERLY	IL	62692
783	26360100015	Jackson Gregory Jackson Mary B	12314 PLEASANT VALLEY RD	WAVERLY	IL	62692
813	26360100011	Brown James E	15939 GIBSON RD	WAVERLY	IL	62692

Appendix 5 – Economic Impact Study



Economic Impact Analysis
for
Lincoln Land Wind Project in Morgan County, Illinois

Updated August 2019

Strategic Economic Research, LLC

David G. Loomis, Ph.D.
2705 Kolby Court
Bloomington, IL 61704
309-242-4690

About the Author

Dr. David G. Loomis is Professor of Economics at Illinois State University and Co-Founder of the Center for Renewable Energy. He has over 10 years of experience in the renewable energy field and has performed economic analyses at the county, region, state and national levels for utility-scale wind and solar generation. He has served as a consultant for Apex Clean Energy, Clean Line Energy Partners, EDF Renewables, E.ON Climate and Renewables, Geronimo Energy, Invenergy, J-Power, the National Renewable Energy Laboratories, Ranger Power, State of Illinois, Tradewind, and others. He has testified on the economic impacts of energy projects before the Illinois Commerce Commission, Missouri Public Service Commission, Illinois Senate Energy and Environment Committee and numerous county boards. Dr. Loomis is a widely recognized expert and has been quoted in the Wall Street Journal, Forbes Magazine, Associated Press, and Chicago Tribune as well as appearing on CNN.

Dr. Loomis has published over 25 peer-reviewed articles in leading energy policy and economics journals. He has raised and managed over $7 million in grants and contracts from government, corporate and foundation sources. He received the 2011 Department of Energy's Midwestern Regional Wind Advocacy Award and the 2006 Best Wind Working Group Award. Dr. Loomis received his Ph.D. in economics from Temple University in 1995.

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Executive Summary

Apex Clean Energy is developing the Lincoln Land Wind Project in Morgan County, Illinois. The purpose of this report is to evaluate the economic impact of this Project on Morgan County and the State of Illinois. The basis of this analysis is to study the direct, indirect and induced impacts on job creation, wages, and total economic output.

The Project consists of an estimated 120 wind turbines and the associated access roads, transmission and communication equipment, storage areas, and control facilities (the "Project"). For purposes of this report, a total name plate capacity of 300 megawatts ("MW") in Morgan County was assumed. The Project represents an investment of over $400 million in Morgan County. The total development is anticipated to result in the following:

Jobs

- 394 new jobs during construction for Morgan County
- 1,235 new jobs during construction for the State of Illinois
- 39 new long-term jobs for Morgan County
- 55 new long-term jobs for the State of Illinois

Earnings

- Over $19.3 million in new earnings during construction for Morgan County
- Over $82.7 million in new earnings during construction for the State of Illinois
- Over $1.6 million in new long-term earnings for Morgan County annually
- Over $3.2 million in new long-term earnings for the State of Illinois annually

Output - the value of goods and services added to the state or local economy. It is an equivalent measure to the Gross Domestic Product

- Almost $48.9 million in new output during construction for Morgan County
- Almost $226.7 million in new output during construction for the State of Illinois
- Over $8.1 million in new long-term output for Morgan County annually
- Over $12.2 million for the State of Illinois in new long-term output annually

Property Taxes

- Almost $43.8 million in total school district revenue over the life of the Project
- Over $5.5 million in total road district property taxes over the life of the Project
- Almost $9.8 million in total county property taxes for Morgan County over the life of the Project
- Over $65.6 million in property taxes in total for all taxing districts over the life of the Project

II. United States Wind Industry Growth and Economic Development

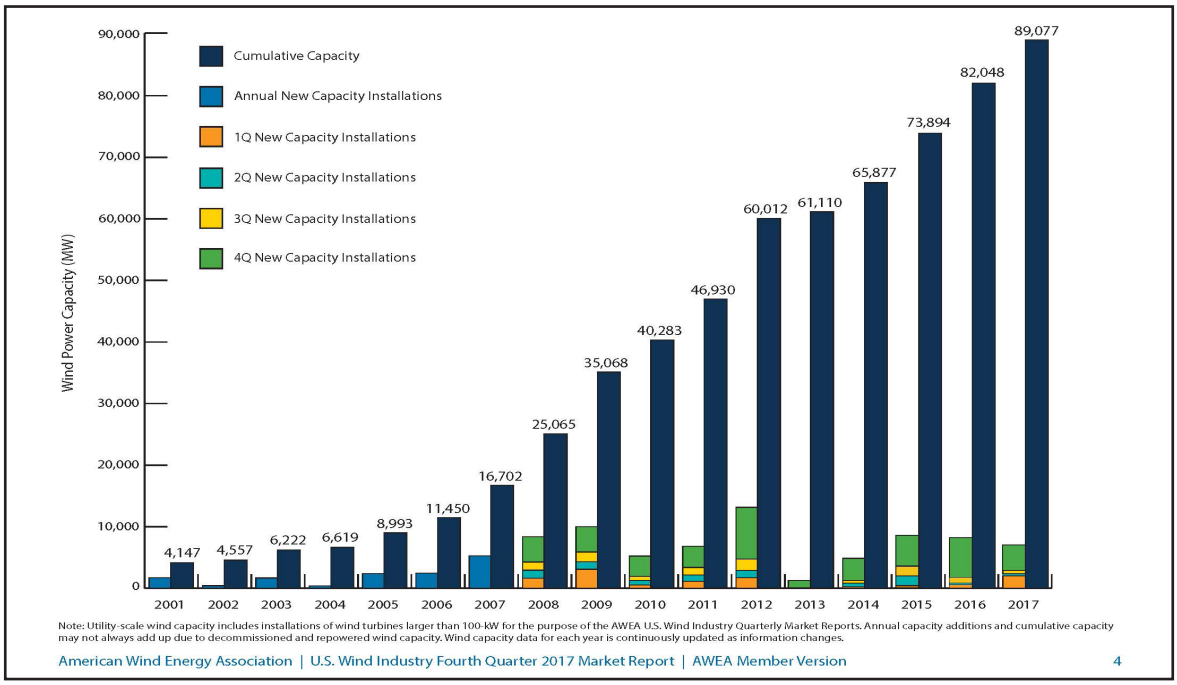
a. United States Wind Industry Growth

The United States wind industry grew at a rapid but uneven pace from 2006-2017. In 2012, the U.S. set a new record of 13,131 MW far surpassing the previous annual peak just over 10,000 MW of wind power installed in 2009 (American Wind Energy Association, 2018). Due to the uncertainty surrounding wind energy policy, the industry only installed 1,087 MW in 2013. The industry rebounded with steady growth of 8,115 MW installed in 2015; 8,203 MW in 2016; and 7,017 MW in 2017 (AWEA, 2018).

The total amount of wind capacity in the U.S. by the end of 2017 was 89,077 MW, which is enough to power the equivalent of 26 million homes (AWEA, 2018). China is the global leader with 168.7 gigawatts ("GW") of installed capacity, with Germany in third place with 50.0 GW of installed capacity (2016 figures with the United States in second place) (GWEC, 2017). Figure 1 shows the growth in installed annual capacity and cumulative capacity in the U.S. and Figure 2 shows the state-by-state breakdown of installed capacity.

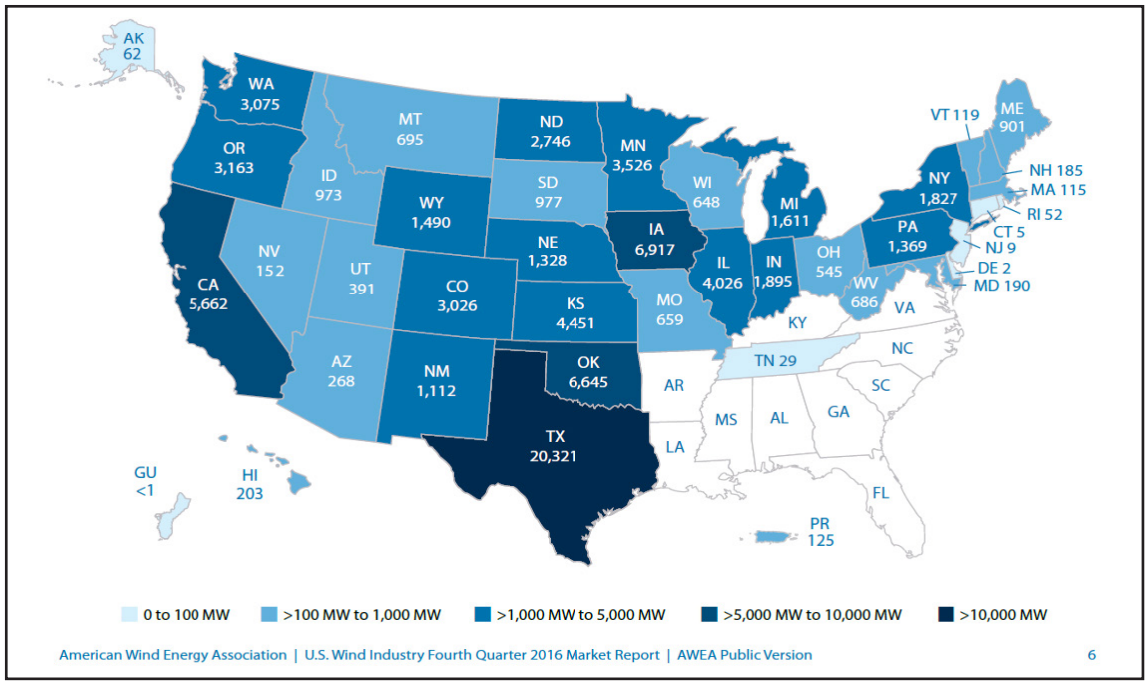
Several factors have spurred the continued growth of wind energy in recent years. First, new technology and rigorous competition among turbine manufacturers lowered the cost of wind turbines. Second, larger capacity wind turbines and higher hub heights produced more output and lowered the cost of wind energy production. Third, several large corporate buyers increased the demand for wind energy beyond the traditional electric utility market. Finally, the current phase-out of the Production Tax Credit (which provides a per-kWh tax credit) incentivized wind developers to develop projects as quickly as possible to receive the maximum tax credit.

Figure 1.—United States Annual and Cumulative Wind Power Capacity Growth



Source: American Wind Energy Association, U.S. Wind Industry 4Q2017 Market Report

Figure 2.—Total Wind Capacity by State



Source: American Wind Energy Association, U.S. Wind Industry 4Q2017 Market Report

b. Illinois Wind Industry Growth

Illinois' wind power capacity has grown from 50 MW in 2003 to 4,332 MW in 2017 (AWEA, 2018). As of December 2017, Illinois ranked 6th in the United States in existing wind-powered generating capacity and ranked 16th in the United States in potential capacity (AWEA, 2010b; AWEA, 2018). Table 1 has a list of the operational wind farms in Illinois. Illinois has 29 wind farms greater than 50 MW covering parts of 19 different counties.

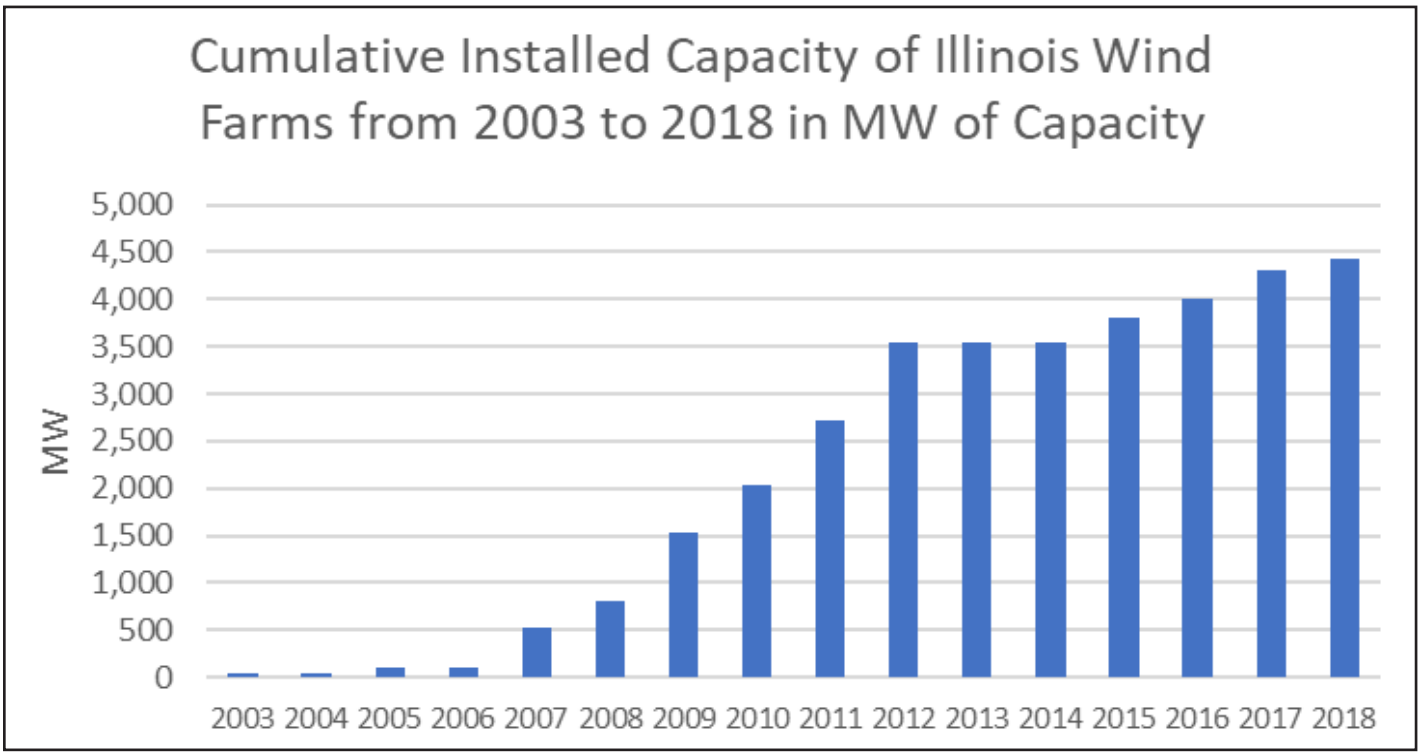
Figure 3 shows the cumulative installed wind energy capacity from 2003 to present. No wind farms were built completed in 2013 and 2014. Three wind farms are currently under construction: HillTopper Wind in Logan County (185 MW); Mendota Hills Repowering in Lee County (76 MW); and Walnut Ridge Wind Project in Bureau County (210 MW). In total, over 450 MW of wind capacity will be added once these projects are completed.

Table 1. — Illinois Wind Farm Projects over 50 MW

Wind Farm	Location (County)	Capacity (MW)
Radford's Run	Macon	305.8
Streator Cayuga Ridge South Wind Farm	Livingston	300.0
Big Sky Wind Farm	Bureau and Lee	239.4
Lee-DeKalb Wind Energy Center	DeKalb and Lee	217.5
California Ridge	Champaign and Vermillion	214.0
Bishop Hill I	Henry	209.4
Minonk Wind Farm	Woodford	200.0
Top Crop Wind Farm Phase II	Grundy	198.0
Twin Groves Wind Farm Phase I	McLean	198.0
Twin Groves Wind Farm Phase II	McLean	198.0
Kelly Creek Wind Farm	Ford and Kankakee	184.0
Pilot Hill	Iroquois and Kankakee	175.1
Pioneer Trail	Iroquois and Ford	150.0
Settlers Trail	Iroquois	150.0
Camp Grove Wind Farm	Marshall and Stark	150.0
White Oak Energy Center	McLean	150.0
Grand Ridge Energy Center Expansion	LaSalle	111.0
Shady Oaks	Lee	109.5
Top Crop Wind Farm Phase I	LaSalle	102.0
EcoGrove Wind Farm	Stephenson	100.5
Railsplitter Wind Farm	Logan and Tazewell	100.5
Grand Ridge Energy Center Phase I	LaSalle	99.0
Hoopeston Wind	Vermillion	98.0
Bishop Hill II	Henry	80.0
GSG Wind Farm	Lee and LaSalle	80.0
Providence Heights Wind Farm	Bureau	72.0
Crescent Ridge Wind Farm	Bureau	54.4
Mendota Hills	Lee	51.7

Source: Center for Renewable Energy and America Wind Energy Association

Figure 3.—Illinois Wind Energy Capacity from 2003 to 2018



Source: Center for Renewable Energy and America Wind Energy Association

c. Economic Benefits of Wind Farms

Wind farms create numerous economic benefits that continue to last for decades. Wind farms create job opportunities in the local area during both the short-term construction phase and the long-term operational phase. Short-term construction jobs include both workers at the wind farm site and jobs created along the supply chain. Long-term operational jobs include wind turbine technicians, supervisors and supply chain jobs.

Wind developers typically lease the land for the turbines from local landowners without materially affecting ongoing agricultural uses. Only a small portion of the total Project area is used for the turbines, access roads, feeder lines and substations. Lease payments made to landowners provide a reliable source of long-term income to offset the fluctuating prices received from crops or the impact of weather events on production. Landowners then have additional funds to make purchases in the local economy and elsewhere.

Wind projects enhance the equalized assessed value of property within the county. Wind farms strengthen the local tax base helping to improve county services, schools, police and fire departments and infrastructure improvements, such as public roads. For a more detailed explanation of the property tax benefits of wind farms see Section VII.

Numerous studies have quantified the economic benefits across the United States. The National Renewable Energy Laboratory has produced economic impact reports for the State of Arizona (NREL, 2008a), State of Idaho (NREL, 2008b), State of Indiana (NREL, 2014), State of Iowa (NREL, 2013), State of Maine (NREL, 2008c), State of Montana (NREL, 2008d), State of New Mexico (NREL, 2008e), State of Nevada (NREL, 2008f), State of Pennsylvania (NREL, 2008g), State of South Dakota (NREL, 2008h), State of Utah (NREL 2008i), State of West Virginia (NREL, 2008j), State of Wisconsin (NREL, 2008k), and the State of North Carolina (NREL, 2009).

More locally, the Center for Renewable Energy at Illinois State University recently released a report examining the economic impact of Illinois wind farms and the economic impact of the related wind turbine supply chain in Illinois (see https://renewableenergy.illinoisstate.edu/wind/pubs.php). According to the Economic Impact: Wind Energy Development in Illinois (June 2016), "the 25 largest wind farms in Illinois:

- Created approximately 20,173 full-time equivalent jobs during construction periods
- Support approximately 869 permanent jobs in rural Illinois areas
- Support local economies by generating $30.4 million in annual property taxes
- Generate $13.86 million annually in extra income for Illinois landowners who lease their land to the wind farm developer
- Will generate a total economic benefit of $6.4 billion over the life of the projects."

III. Wind Farm Project Description and Location

a. Lincoln Land Wind Project Description

Lincoln Land Wind, LLC ("Lincoln Land" or the "Project"), is a 300 MW mid-stage-development wind project located in Morgan County, Illinois, near the City of Jacksonville, home to Illinois College and MacMurray College. The Project is expected to enter operation by Q4 2020.

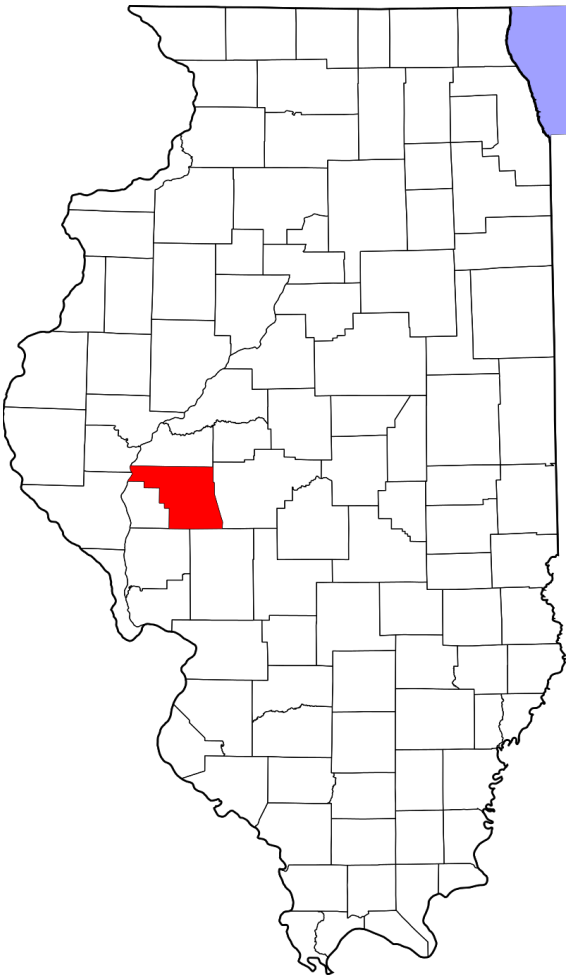
Project highlights include the following:

- The Lincoln Land project boasts an excellent wind resource and will contribute substantially to the clean energy future of Illinois given the wind resources available at the site and the use of the latest wind turbine technology.
- In structuring this wind energy project, we have relied upon Apex's extensive experience developing and constructing similarly sized projects.
- The project will utilize 83 to 120 modern wind turbines.
- The turbine layout will encompass approximately 25,000 acres of land.
- The Project has been engineered and planned to qualify for the federal production tax credit ("PTC") under current law and IRS guidance.
- The Project has strong community support.

b. Morgan County, Illinois

Morgan County is located in the west-central part of Illinois (see Figure 4). It has a total area of 572 square miles and the U.S. Census estimates that the 2010 population was 35,547 with 15,515 housing units. The County has a population density of 62.5 (persons per square mile) compared to 231.1 for the State of Illinois. Median household income in the county was $44,645. As shown in Table 2, the largest industry is "Health care and social assistance" followed by "Manufacturing," "Retail trade" and "Accomodation and food services."

Figure 4.—Location of Morgan County, Illinois



Source: Wikipedia (https://en.wikipedia.org/wiki/Morgan_County,_Illinois#/media/File:Map_of_Illinois_highlighting_Morgan_County.svg)

Table 2 — Non-Governmental Employment by Industry in Morgan County

Industry	Number	Percent
Health care and social assistance	2567	19.6%
Manufacturing	2017	15.4%
Retail trade	1874	14.3%
Accommodation and food services	1225	9.4%
Finance and insurance	1022	7.8%
Educational services	982	7.5%
Professional, scientific, and technical services	642	4.9%
Transportation and warehousing	488	3.7%
Other services (except public administration)	445	3.4%
Wholesale trade	419	3.2%
Construction	373	2.9%
Administrative and support and waste management and remediation services	323	2.5%
Arts, entertainment, and recreation	242	1.9%
Information	187	1.4%
Real estate and rental and leasing	105	0.8%
Management of companies and enterprises	59	0.5%
Utilities	20-99	0.2%-0.8%
Industries not classified	0-19	0.0%-0.1%

Source: U. S. Census Bureau, 2016 County Business Patterns

These data for Table 2 come from the U.S. Census' County Business Patterns. County Business Patterns, "covers most of the country's economic activity. The series excludes data on self-employed individuals, employees of private households, railroad employees, agricultural production employees, and most government employees." Thus, the employment in Agriculture listed in Table 2 only counts individuals employed by a company. To get a more accurate picture of the agriculture sector in the county, the 2012 Census of Agriculture lists 470 principal operators with farming as their primary occupation and another 287 principal operators having another occupation as their primary occupation. These principal operators would put the agriculture sector at around 6% of the county's private workforce.

IV. Methodology

NREL: National Renewable Energy Laboratory

JEDI: Jobs and Economic Development Impacts

IMPLAN: IMpact Analysis for PLANning

The economic analysis of wind power development presented here utilizes the National Renewable Energy Laboratory's (NREL's) latest Jobs and Economic Development Impacts (JEDI) Wind Energy Model (W6-29-18). NREL is the U.S. Department of Energy's primary national laboratory for renewable energy and energy efficiency research and development. The JEDI Wind Energy Model is an input-output model that measures the spending patterns and location-specific economic structures that reflect expenditures supporting varying levels of employment, income, and output. Essentially, JEDI is an input-output model, which takes into account the fact that the output of one industry can be used as an input for another. For example, when a wind farm developer purchases turbines to build a wind farm, those wind turbines are made of components such as fiberglass, aluminum, steel, copper, etc. Therefore, purchases of wind turbines impact the demand for these components. In addition, when a wind farm developer purchases a wind turbine from a manufacturing facility, the manufacturer uses some of that money to pay employees, and then the employees spend that money to purchase goods and services within their community. In essence, JEDI reveals how purchases of wind project materials not only benefit turbine manufacturers but also the local industries that supply the concrete, rebar, and other materials (Reategui et al., 2009). The JEDI model uses construction cost data, operating cost data, and data relating to the percentage of goods and services acquired in the state to calculate jobs, earnings, and economic activities that are associated with this information. The results are broken down into the construction period and the operation period of the wind project. Within each period, impacts are further divided into direct, turbine and supply chain (indirect), and induced impacts.

The JEDI Model was developed in 2002 to demonstrate the economic benefits associated with developing wind farms in the United States. The model was developed by Marshall Goldberg of MRG & Associates, under contract with the National Renewable Energy Laboratory. The JEDI model utilizes state specific industry multipliers obtained from IMPLAN (IMpact Analysis for PLANning). IMPLAN software and data are managed and updated by the Minnesota IMPLAN Group, Inc., using data collected at federal, state, and local levels. The JEDI model considers 14 aggregated industries that are impacted by the construction and operation of a wind farm: agriculture, construction, electrical equipment, fabricated metals, finance/insurance/real estate, government, machinery, mining, other manufacturing, other services, professional service, retail trade, transportation/communication/public utilities, and wholesale trade (Reategui et al., 2009). This study does not analyze net jobs. It analyzes the gross jobs that the new wind farm development supports.

Direct impacts during the construction period refer to the changes that occur in the onsite construction industries in which the direct final demand (i.e., spending on construction labor and services) change is made. Final demands are goods and services purchased for their ultimate use by the end user. Onsite construction-related services include engineering, design, and other professional services.

Direct impacts during operating years refer to the final demand changes that occur in the onsite spending for wind farm workers. Direct jobs consist primarily of onsite construction and project development labor.

The initial spending on the construction and operation of the wind farm creates a second layer of impacts, referred to as "turbine and supply chain impacts" or "indirect impacts."

Indirect impacts during the construction period consist of the changes in inter-industry purchases resulting from the direct final demand changes, and include construction spending on materials and wind farm equipment and other purchases of goods and offsite services. Essentially, these impacts result from "spending related to project development and on-site labor such as equipment costs (turbines, blades, towers, transportation), manufacturing of components and supply chain inputs, materials (transformer, electrical, HV line extension, HV substation and interconnection materials), and the supply chain of inputs required to produce these materials" (JEDI Support Team, 2009, 2). Concrete that is used in turbine foundations increases the demand for gravel, sand, and cement. As a result of the expenditure for concrete there is increased economic activity at quarries and cement factories and these changes are indirect impacts. The accountant for the construction firm and the banker who finances the contractor are both considered indirect impacts. All supply chain component impacts/manufacturing-related activities are included under indirect impacts; therefore, the late stage turbine assembly process, which includes gearbox assembly, blade production, and steel rolling are all included under the construction period indirect impacts category.

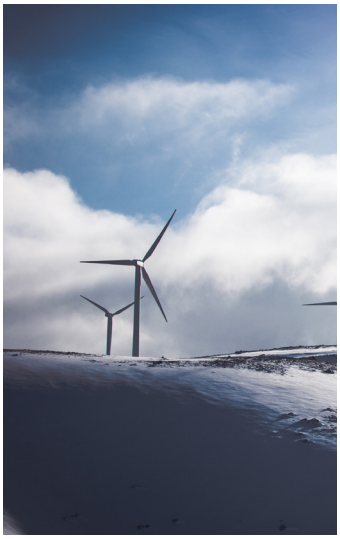
Indirect impacts during operating years refer to the changes in inter-industry purchases resulting from the direct final demand changes. Essentially, these impacts result from "expenditures related to on-site labor, materials, and services needed to operate the wind farms (e.g., vehicles, site maintenance, fees, permits, licenses, utilities, insurance, fuel, tools and supplies, replacement parts/equipment); the supply chain of inputs required to produce these goods and services; and project revenues that flow to the local economy in the form of land lease revenue, property tax revenue, and revenue to equity investors" (JEDI Support Team, 2009, 3). All land lease payments and property taxes show up in the operating-years portion of the results because these payments do not support the day-to-day operations and maintenance of the wind farm but instead are more of a latent effect that results from the wind farm being present (Eric Lantz, February 25, 2009, e-mail message to Jennifer Hinman).

Induced impacts during construction refer to the changes that occur in household spending as household income increases or decreases due to the direct and indirect effects of final demand changes. Local spending by employees working directly or indirectly on the wind farm project who receive their paychecks and then spend money in the community is included. Additional local jobs and economic activity are supported by these purchases of goods and services. Thus, for example, the increased economic activity at quarries and cement factories results in increased revenues for the affected firms and raises individual incomes. Individuals employed by these companies then spend more money in the local economy, e.g., as workers receive income, they may decide to purchase more expensive clothes, or higher quality food along with other goods and services from local businesses. This increased economic activity may result from "construction workers who spend a portion of their income on lodging, groceries, clothing, medicine, a local movie theater, restaurant, or bowling alley;" or a "steel mill worker who provides the inputs for turbine production and spends his money in a similar fashion, thus supporting jobs and economic activities in different sectors of the economy" (JEDI Support Team, 2009, 2).

Induced impacts during operating years refer to the changes that occur in household spending as household income increases or decreases as a result of the direct and indirect effects from final demand changes. Some examples include a "wind farm technician who spends income from working at the wind farm on buying a car, a house, groceries, gasoline, or movie tickets;" or a "worker at a hardware store who provides spare parts and materials needed at the wind farm and who spends money in a similar fashion, thus supporting jobs and economic activities in different sectors of the economy" (JEDI Support Team, 2009, 3).

This methodology has been validated by a paper in the peer-reviewed economics literature. In the article, "Ex Post Analysis of Economics Impacts from Wind Power Development in U. S. Counties," the authors conduct an ex post econometric analysis of the county-level economic development impacts of wind power installations from 2000 through 2008. They find an aggregate increase in county-level personal income and employment of approximately $11,000 and 0.5 jobs per megawatt of wind power capacity during that time which is consistent with the JEDI results at the county level. (Brown, 2012)

V. Results



The results were derived from project cost estimates supplied by Apex Clean Energy. In addition, Apex helped estimate the percentages of project materials and labor that will be coming from within Morgan County and the State of Illinois.

Two separate JEDI models were run to show the economic impact of the Project. The first JEDI model used the 2016 Morgan County multipliers from IMPLAN. The second JEDI model used the 2016 State of Illinois multipliers from IMPLAN and the same Project costs. Because the multipliers and the local content percentage are different for the two models, the results are independent from one another. However, any local content coming from Morgan County is obviously coming from the State of Illinois as well. Similarly, the State of Illinois multipliers will generally be larger than Morgan County multipliers but some individual sectors of the economy could be stronger.

The output from these models is shown in Tables 3-5. Table 3 lists the total employment impact from the Project for Morgan County and the State of Illinois. Table 4 shows the impact on total earnings and Table 5 contains the impact on total output. The results are divided into one-time construction impacts and ongoing annually recurring operations impacts that are expected to last for the full life of the project which is estimated to be 25-40 years. Project Development and Onsite Labor Impacts correspond to direct impacts as defined in the methodology section. Turbine and Supply Chain Impacts are the indirect impacts during construction and Local Revenue and Supply Chain Impacts are indirect impacts during operations.

Table 3. — Total Employment Impact from the Lincoln Land Wind Project

	Morgan County	State of Illinois
Construction		
Project Development and Onsite Labor Impacts	81	143
Turbine and Supply Chain Impacts	256	748
Induced Impacts	57	344
New Local Jobs during Construction	394	1,235
Operations		
Onsite Labor Impacts	14	14
Local Revenue and Supply Chain Impacts	10	15
Induced Impacts	15	26
New Local Long Term Jobs	39	55

The results from the JEDI model show significant employment impacts from the Lincoln Land Wind project. Employment impacts can be broken down into several different components. Direct jobs created during the construction phase typically last anywhere from 6 months to over a year depending on the size of the project; however, the direct job numbers present in Table 3 from the JEDI model are based on a full-time equivalent (FTE) basis for a year. In other words, 1 job = 1 FTE = 2,080 hours worked in a year. A part time or temporary job would constitute only a fraction of a job according to the JEDI model. For example, the JEDI model results show 394 new jobs during construction in Morgan County, though the construction of the Project could actually involve hiring closer to 788 workers for 6 months.

As shown in Table 3, new local jobs created or retained during construction total 394 for Morgan County, and 1,235 for the State of Illinois. For Morgan County, the expected 394 local jobs represent roughly 3% of the current non-government employment in the County. New local long-term jobs created from the Project total 39 for Morgan County and 55 for the State of Illinois. Since 2007, Morgan County has lost 134 jobs on average each year in private employment so 39 additional jobs would help reserve that trend.

Direct jobs created during the operational phase last the life of the wind farm, typically 25-40 years. Direct construction jobs and operations and maintenance jobs both require highly-skilled workers in the fields of construction, management, and engineering. These well-paid professionals boost economic development in rural communities where new employment opportunities are welcome due to economic downturns (Reategui and Tegen, 2008).

Accordingly, it is important to not just look at the number of jobs but also the earnings that they produce. The earnings impacts from the Project are shown in Table 4 and are categorized by construction impacts and operations impacts. The new local earnings during construction total over $19.3 million for Morgan County and over $82.7 million for the State of Illinois. The new local long-term earnings total almost $1.7 million for Morgan County and over $3.2 million for the State of Illinois.

Table 4. — Total Earnings Impact from Lincoln Land Wind Project

	Morgan County	State of Illinois
Construction		
Project Development and Onsite Earnings Impacts	$5,516,173	$10,493,390
Turbine and Supply Chain Impacts	$11,728,989	$52,335,089
Induced Impacts	$2,142,396	$19,940,524
New Local Earnings during Construction	$19,387,558	$82,769,003
Operations		
Onsite Labor Impacts	$714,437	$714,437
Local Revenue and Supply Chain Impacts	$417,434	$1,003,853
Induced Impacts	$553,483	$1,508,253
New Local Long Term Earnings	$1,685,354	$3,226,543

Output refers to economic activity or the value of production in the state or local economy. Economic output includes the earnings reported in Table 4 but also measures other factors such as landowner payments, property taxes, and other economic activity that is not earnings and benefits from employment.

According to Table 5, the new local output during construction totals almost $48.9 million for Morgan County and almost $226.7 million for the State of Illinois. The new local long-term output totals over $8.1 million for Morgan County and over $12.2 million for the State of Illinois. For context, Morgan County's total output in 2016 was $1.475 billion according the IMPLAN, so this Project is estimated to add 3.3% to the County's output in the year it is built. Output grew by $36.4 million from 2015 to 2016 in Morgan County according to IMPLAN. If the wind farm were built in 2016, the County's output growth would rise from 2.5% per year to 3.0% per year.

Table 5. — Total Output Impact from Lincoln Land Wind Project

	Morgan County	State of Illinois
Construction		
Project Development and Onsite Jobs Impacts on Output	$6,310,797	$11,722,434
Turbine and Supply Chain Impacts	$35,331,767	$156,948,414
Induced Impacts	$7,252,299	$58,022,727
New Local Output during Construction	$48,894,863	$226,693,574
Operations (Annual)		
Onsite Labor Impacts	$714,437	$714,437
Local Revenue and Supply Chain Impacts	$5,535,267	$7,136,896
Induced Impacts	$1,874,000	$4,389,225
New Local Long Term Output	$8,123,704	$12,240,558

VI. Property Taxes

Wind power projects increase the property tax base of a county, creating a new revenue source for education and other local government services, such as fire protection, park districts, and road maintenance. According to state law (Public Act 095-0644), the fair cash value for a utility-scale wind turbine in Illinois is $360,000 per megawatt of capacity beginning in 2007 and is annually adjusted for inflation and depreciation. The inflation adjustment, also known as the Trending Factor, increases each year according to the Bureau of Labor Statistics' Consumer Price Index for all cities for all items. According to the Illinois Department of Revenue, "[t]he trending factor for assessment year 2018 is 1.22." (http://www.revenue.state.il.us/LocalGovernment/PropertyTax/WindEnergyDeviceValuation.pdf) Depreciation is allowed at 4% per year up to a maximum total depreciation of 70% of the trended real property cost basis (calculated by taking the fair cash value of the turbine and multiplying by the Trending Factor).

Tables 6-11 detail the tax implications of the Lincoln Land Wind Project. There are several important assumptions built into the analysis in these tables.

- First, the analysis assumes that the valuation of the wind farm is the same as set forth in Public Act 095-0644.
- Second, the tables assume future inflation is constant at 2.25% and the deprecation is 4% until it reaches the maximum of 70% (Appendix 1 and Appendix 2 show the alternative assumption that inflation is at 0% and 1.81% respectively).
- Third, all tax rates are assumed to stay constant at their 2017 (2016 tax year) rates. For example, the Morgan County Tax rate is assumed to stay constant at 1.03295 through 2050.
- Fourth, the analysis assumes that the Project is placed in service on January 1, 2021 for tax purposes at a fair cash value of $141,950,504 according to Public Act 095-0644. The Project is expected to be operational sometime in 2020 but for tax purposes, the tax revenue will be pro-rated based on the percentage of the year that it was operational. Thus, the first full year tax revenue is expected to be Tax Year 2021.
- Fifth, it assumes that the Project is decommissioned in 30 years and pays no more taxes after that date.
- Sixth, since the exact placement of the turbines has not been finalized, the actual taxes paid could vary depending on the relative tax rates between districts.
- Seventh, no comprehensive tax payment was calculated, and these calculations are only to be used to illustrate the economic impact of the Project.

It is likely that the tax revenues from the Project will be greater than the estimates provided in this section.

Taxes in the section are only based on the value of the wind farm and do not include the value of the associated transmission systems and additional equipment and buildings. The value of these other systems will be determined by the county assessors' office and cannot be accurately estimated now. However, the value of the wind farm is determined by state law and is the basis for the tax estimates in this section. Therefore, the tax estimates in this section are conservative and total taxes paid by the Project will likely be

According to Table 6, the taxes paid by the Project to Morgan County starts out at $488,759 but declines due to depreciation (and offset by the trending factor) until it reaches the bottom in 2039. After that, the Project is the maximum of 70% depreciation, and the trending factor causes the taxable value and taxes to increase. The average annual property taxes paid to Morgan County will be $326,115 over 30 years.

Table 6. — Morgan County Tax Revenue from Lincoln Land Wind Project

Tax Year	Taxable Value of Wind Farm	Morgan County
2021	$47,316,835	$488,759
2022	$46,446,205	$479,766
2023	$45,512,443	$470,121
2024	$44,513,148	$459,799
2025	$43,445,844	$448,774
2026	$42,307,977	$437,020
2027	$41,096,911	$424,511
2028	$39,809,929	$411,217
2029	$38,444,227	$397,110
2030	$36,996,915	$382,160
2031	$35,465,011	$366,336
2032	$33,845,442	$349,606
2033	$32,135,039	$331,939
2034	$30,330,533	$313,299
2035	$28,428,556	$293,653
2036	$26,425,635	$272,964
2037	$24,318,190	$251,195
2038	$22,102,533	$228,308
2039	$21,187,350	$218,855
2040	$21,664,065	$223,779
2041	$22,151,507	$228,814
2042	$22,649,916	$233,962
2043	$23,159,539	$239,226
2044	$23,680,628	$244,609
2045	$24,213,443	$250,113
2046	$24,758,245	$255,740
2047	$25,315,306	$261,494
2048	$25,884,900	$267,378
2049	$26,467,310	$273,394
2050	$27,062,825	$279,545
2051	$0	$0
25 YEAR TOTAL		$8,445,893
25 YEAR AVG ANNUAL		$337,836
30 YEAR TOTAL		$9,783,445
30 YEAR AVG ANNUAL		$326,115

Table 6 only illustrates the taxes paid to one taxing body – Morgan County. Table 7 shows an estimate of the likely taxes paid to the road districts (townships) assuming 52.9% are built in Road District 9; 44.9% are built in Road District 8; 1.5% are built in Road District 10; and 0.7% are built in Road District 13. The exact placement of the turbines has not been finalized and the taxes paid could shift between road districts depending on the final placement. In 2021, the road district taxes vary from $140,030 for Road District 9 to $2,136 for Road District 13. The average annual amounts vary from $93,432 for Road District 9 to $1,425 for Road District 13 over 30 years.

Table 7. — Road District Tax Revenue from Lincoln Land Wind Project

Tax Year	Road District 9	Road District 8	Road District 10	Road District 13
2021	$140,030	$130,075	$4,225	$2,136
2022	$137,453	$127,682	$4,147	$2,097
2023	$134,690	$125,115	$4,064	$2,054
2024	$131,733	$122,368	$3,975	$2,009
2025	$128,574	$119,434	$3,879	$1,961
2026	$125,207	$116,306	$3,778	$1,910
2027	$121,623	$112,976	$3,669	$1,855
2028	$117,814	$109,439	$3,555	$1,797
2029	$113,772	$105,684	$3,433	$1,735
2030	$109,489	$101,705	$3,303	$1,670
2031	$104,955	$97,494	$3,167	$1,601
2032	$100,163	$93,042	$3,022	$1,528
2033	$95,101	$88,340	$2,869	$1,451
2034	$89,760	$83,379	$2,708	$1,369
2035	$84,132	$78,151	$2,538	$1,283
2036	$78,204	$72,645	$2,360	$1,193
2037	$71,967	$66,851	$2,171	$1,098
2038	$65,410	$60,760	$1,973	$998
2039	$62,702	$58,245	$1,892	$956
2040	$64,113	$59,555	$1,934	$978
2041	$65,555	$60,895	$1,978	$1,000
2042	$67,030	$62,265	$2,022	$1,022
2043	$68,539	$63,666	$2,068	$1,045
2044	$70,081	$65,099	$2,114	$1,069
2045	$71,657	$66,563	$2,162	$1,093
2046	$73,270	$68,061	$2,211	$1,118
2047	$74,918	$69,592	$2,260	$1,143
2048	$76,604	$71,158	$2,311	$1,168
2049	$78,328	$72,759	$2,363	$1,195
2050	$80,090	$74,396	$2,416	$1,222
2051	$0	$0	$0	$0
25 YEAR TOTAL	$2,419,755	$2,247,735	$73,006	$36,909
25 YEAR AVG ANNUAL	$96,790	$89,909	$2,920	$1,476
30 YEAR TOTAL	$2,802,964	$2,603,703	$84,568	$42,754
30 YEAR AVG ANNUAL	$93,432	$86,790	$2,819	$1,425

Table 8 shows an estimate of the likely taxes paid to the community colleges, fire departments, and library districts. The results assume that 100% of the turbines are placed in Lincoln Land Community College territory. For fire departments, the results assume that 52.9% are built in the Franklin Fire Protection District, 37.7% are built in the Alexander Fire Protection District, 5.8% are not in a fire protection district, 1.4% are built in the New Berlin Township Fire Protection District, 1.4% are built in the Woodson Fire Protection District and 0.7% are built in the Island Grove Township Fire Protection District. . Table 8 assumes that 9.4% of the turbines are built in the West Sangamon Library District and the rest are not in a library district. As shown in Table 8, in 2020, Lincoln Land Community College should receive $231,095; Alexander Fire PD, $65,443; Franklin Fire PD, $19,043; New Berlin Fire PD $2,175; Woodson Fire PD, $1,385; Island Grove Fire PD, $962; and West Sangamon Library $6,475. Alexander Fire PD is expected to receive more tax revenue than Franklin Fire PD even though more turbines are expected to be built in Franklin Fire PD because Alexander's tax rate is 0.36705 but Franklin's is 0.07608. The 30-year average annual amounts are $154,194 for Lincoln Land, $43,666 for Alexander Fire PD, $12,706 for Franklin Fire PD, $1,451 for New Berlin Fire PD, $924 for Woodson Fire PD, $642 for Island Grove Fire PD and $4,320 for West Sangamon Library District.

Table 8. — Tax Revenue from Lincoln Land Wind Project for Other Taxing Bodies

Tax Year	Lincoln Land CC 526	Alexander Fire PD	Franklin Fire PD	New Berlin Fire PD	Woodson Fire PD	Island Grove Fire PD	West Sangamon Library
2021	$231,095	$65,443	$19,043	$2,175	$1,385	$962	$6,475
2022	$226,843	$64,239	$18,692	$2,135	$1,360	$944	$6,356
2023	$222,283	$62,948	$18,317	$2,092	$1,333	$925	$6,228
2024	$217,402	$61,566	$17,914	$2,046	$1,303	$905	$6,092
2025	$212,190	$60,089	$17,485	$1,997	$1,272	$883	$5,946
2026	$206,632	$58,516	$17,027	$1,944	$1,239	$860	$5,790
2027	$200,717	$56,841	$16,540	$1,889	$1,203	$836	$5,624
2028	$194,432	$55,061	$16,022	$1,830	$1,166	$809	$5,448
2029	$187,762	$53,172	$15,472	$1,767	$1,126	$782	$5,261
2030	$180,693	$51,170	$14,889	$1,700	$1,083	$752	$5,063
2031	$173,211	$49,051	$14,273	$1,630	$1,038	$721	$4,853
2032	$165,301	$46,811	$13,621	$1,556	$991	$688	$4,632
2033	$156,948	$44,446	$12,933	$1,477	$941	$653	$4,398
2034	$148,134	$41,950	$12,207	$1,394	$888	$617	$4,151
2035	$138,845	$39,319	$11,441	$1,307	$832	$578	$3,890
2036	$129,063	$36,549	$10,635	$1,215	$774	$537	$3,616
2037	$118,770	$33,634	$9,787	$1,118	$712	$494	$3,328
2038	$107,949	$30,570	$8,895	$1,016	$647	$449	$3,025
2039	$103,479	$29,304	$8,527	$974	$620	$431	$2,899
2040	$105,807	$29,963	$8,719	$996	$634	$441	$2,965
2041	$108,188	$30,637	$8,915	$1,018	$649	$450	$3,031
2042	$110,622	$31,327	$9,116	$1,041	$663	$461	$3,100
2043	$113,111	$32,032	$9,321	$1,064	$678	$471	$3,169
2044	$115,656	$32,752	$9,530	$1,088	$693	$482	$3,241
2045	$118,258	$33,489	$9,745	$1,113	$709	$492	$3,314
2046	$120,919	$34,243	$9,964	$1,138	$725	$503	$3,388
2047	$123,640	$35,013	$10,188	$1,163	$741	$515	$3,464
2048	$126,422	$35,801	$10,417	$1,190	$758	$526	$3,542
2049	$129,266	$36,607	$10,652	$1,216	$775	$538	$3,622
2050	$132,175	$37,430	$10,891	$1,244	$792	$550	$3,704
2051	$0	$0	$0	$0	$0	$0	$0
25 YEAR TOTAL	$3,993,392	$1,130,878	$329,064	$37,579	$23,939	$16,626	$111,894
25 YEAR AVG ANNUAL	$159,736	$45,235	$13,163	$1,503	$958	$665	$4,476
30 YEAR TOTAL	$4,625,814	$1,309,972	$381,177	$43,530	$27,731	$19,259	$129,614
30 YEAR AVG ANNUAL	$154,194	$43,666	$12,706	$1,451	$924	$642	$4,320

The largest taxing jurisdictions for property taxes are local school districts. However, the tax implications for school districts are more complicated than for other taxing bodies. School districts receive state aid based on the assessed value of the taxable property within its district. As assessed value increases, the state aid to the school district is decreased. The Center for Renewable Energy at Illinois State University did a report titled Wind Farm Implications for School District Revenue which details how a wind farm affects the local school district's revenue. Although the school district collects increased local property tax revenue from the wind farm, it receives less from General State Aid (GSA) because of the increases in Equalized Assessed Value (EAV) due to the wind farm. However, the reduction in state aid is much smaller than the increased tax revenue.

Although the exact amount of the reduction in General State Aid to the school districts is uncertain, local project tax revenue is superior to relying on GSA for the following reasons: (1) the wind turbines can't relocate – it is a permanent structure that will be within the school district's footprint for the life of the Project; (2) the school district can raise the tax rate and increase its revenues as needed; (3) the school district does not have to deal with the year-to-year uncertainty of GSA amounts; (4) the school district does not have to wait for months (or even into the next Fiscal Year!) for payment; (5) the Project does not increase the overall cost of education in the way that a new residential development would.

Table 9 shows the direct property tax revenue coming from the Project to the Franklin Community Unit School District 1, New Berlin Community Unit School District 16, Waverly Community Unit School District 6, and Jacksonville School District 117 school districts. This tax revenue uses the assumptions outlined earlier to calculate the other tax revenue and assumes that 76.8% of the turbines are built within the Franklin Community Unit School District, 9.4% are built within the New Berlin Community Unit School District, 8.7% are built within the Waverly Community Unit School District, and 5.1% are built within the Jacksonville School District. In 2021, Franklin should receive over $1.6 million; Waverly should receive 209 thousand; New Berlin should receive over $215 thousand; and Jacksonville should receive over $113 thousand. Waverly School District receives more tax revenue than New Berlin District even though is it projected to have fewer turbines because its tax rate is higher at 5.22916 than New Berlin's 4.68956. Over the 30-year life of the project, school districts are expected to receive $43,796,590 in tax revenue.

Table 9. — School District Tax Implications of Lincoln Land Wind Project

Tax Year	Franklin Community Unit School District 1	Waverly Community Unit School District 6	New Berlin Community Unit School District 16	Jacksonville School District 117
2021	$1,650,324	$209,032	$215,154	$113,471
2022	$1,619,958	$205,185	$211,195	$111,383
2023	$1,587,390	$201,060	$206,949	$109,144
2024	$1,552,536	$196,646	$202,406	$106,748
2025	$1,515,311	$191,931	$197,552	$104,188
2026	$1,475,624	$186,904	$192,378	$101,459
2027	$1,433,384	$181,554	$186,872	$98,555
2028	$1,388,497	$175,868	$181,020	$95,469
2029	$1,340,863	$169,835	$174,810	$92,194
2030	$1,290,384	$163,441	$168,229	$88,723
2031	$1,236,954	$156,674	$161,263	$85,049
2032	$1,180,466	$149,519	$153,898	$81,165
2033	$1,120,811	$141,963	$146,121	$77,063
2034	$1,057,873	$133,991	$137,916	$72,736
2035	$991,535	$125,589	$129,267	$68,175
2036	$921,677	$116,741	$120,160	$63,372
2037	$848,173	$107,431	$110,577	$58,318
2038	$770,895	$97,642	$100,502	$53,004
2039	$738,976	$93,599	$96,341	$50,810
2040	$755,602	$95,705	$98,509	$51,953
2041	$772,604	$97,859	$100,725	$53,122
2042	$789,987	$100,061	$102,991	$54,317
2043	$807,762	$102,312	$105,309	$55,539
2044	$825,936	$104,614	$107,678	$56,789
2045	$844,520	$106,968	$110,101	$58,067
2046	$863,522	$109,375	$112,578	$59,373
2047	$882,951	$111,835	$115,111	$60,709
2048	$902,817	$114,352	$117,701	$62,075
2049	$923,131	$116,925	$120,349	$63,472
2050	$943,901	$119,555	$123,057	$64,900
2051	$0	$0	$0	$0
25 YEAR TOTAL	$28,518,041	$3,612,124	$3,717,923	$1,960,812
25 YEAR AVG ANNUAL	$1,140,722	$144,485	$148,717	$78,432
30 YEAR TOTAL	$33,034,363	$4,184,166	$4,306,720	$2,271,341
30 YEAR AVG ANNUAL	$1,101,145	$139,472	$143,557	$75,711

Having considered all these benefits, it is still important to determine the net impact of the wind energy project after taking into account the reduction in school funding from the State of Illinois. Determining the reduction in GSA is complicated by the fact that there is a new law for distributing state funds to education.

On August 31, 2017, Governor Rauner signed into law PA 100-0465 that fundamentally changes the way that the state distributes state aid to school districts. The funding consists of two parts – a Base Funding Minimum and a Tier Funding. The Base Funding Minimum in FY18 is based on what the district received in FY 17 under the old funding formula. Some call this the "Hold Harmless" provision and ensures that there are no "losing" districts in the transition to the new funding formula. The Tier Funding is additional money and goes in higher portion to the districts that demonstrate a higher need under the new formula. Because of the "Hold Harmless" provision, no school district will see a reduction in their GSA from what they received in the year before the wind farm was installed. However, the higher EAV caused by the wind farm will reduce its eligibility for new money allocated in the state budget.

There are several sources of uncertainty with the new school funding formula concerning this new money. First, the total amount of new funding to be distributed over the next ten years is unknown at this point. It will be determined year-by-year in the state budget passed by the legislature and signed by the governor. Second, data for the formula funding changes each year based on the school's student population and its "need" and it is difficult to forecast its school's student population over time. Third, each school district is competing with all other school districts for this new funding and so the EAV and student population for all other school districts in the state will impact what a single school district receives. Fourth, the school district's EAV could also change due to other property changes in the district.

In order to determine the net impact of the Project on a school district's eligibility for new GSA money, we can make the following assumptions: (1) that the State of Illinois continues to provide $350 million in NEW state aid to education ANNUALLY. For reference, the new law passed in 2017 provided $350 million and the FY19 state budget has $350 million. Given the current imbalance in the state budget, this a very optimistic assumption; (2) that the school districts will forfeit ALL of the new Tier funding for schools. It seems more likely that the school districts will switch tiers rather than lose all funding; (3) that the school districts would be entitled to the same tiered funding annually for the 10 years covered by the new school funding law without the wind farm; (4) that other school districts in the State of Illinois have a constant EAV and Evidence Based Funding needs.

Franklin School District is expected to have almost 77% of the turbines to be in its taxing area. No other school district is expected to have so many turbines that it will increase its EAV enough to trigger a substantial reduction in its GSA. For FY18, Franklin School District had 91% adequacy and was assigned Tier 3 status and received $7,225 in "new money." For FY 19, Franklin had 89% adequacy and was assigned Tier 2 and received $7,991 in "new money." Overall, Franklin School District will receive $496,711 in GSA in FY19.

Table 10 shows both the total school district tax revenue and net revenue for the Franklin Community Unit School District 1. The reduction in general state aid does not occur until several years after the start of the Project because the state uses a formula that is several years in arrears. For example, the FY18 GSA calculation uses EAV from FY13, FY14 and FY15 in its calculation. Furthermore, it is a 3-year moving average which further delays the full impact of the increased EAV on the state funding formula. The school district should also note that the EAV from the wind farm will also be counted by the state for several years after the wind farm is decommissioned.

The reduction in GSA is cumulative because any new tier funding goes into the Base Funding Minimum in the next year. After 10 years of increases, the reduction levels off as no new funding is expected. The total of net revenue over the thirty years of the Project is expected to be over $32 million for the Franklin School District.

Table 10. — School District Tax Implications of Lincoln Land Wind Project

Tax Year	Franklin Community Unit School District 1	Reduction in GSA	Net Revenue
2021	$1,650,324	$0	$1,650,324
2022	$1,619,958	$0	$1,619,958
2023	$1,587,390	($2,664)	$1,584,726
2024	$1,552,536	($7,991)	$1,544,545
2025	$1,515,311	($15,982)	$1,499,329
2026	$1,475,624	($23,973)	$1,451,651
2027	$1,433,384	($31,964)	$1,401,420
2028	$1,388,497	($39,955)	$1,348,542
2029	$1,340,863	($39,955)	$1,300,908
2030	$1,290,384	($39,955)	$1,250,429
2031	$1,236,954	($39,955)	$1,196,999
2032	$1,180,466	($39,955)	$1,140,511
2033	$1,120,811	($39,955)	$1,080,856
2034	$1,057,873	($39,955)	$1,017,918
2035	$991,535	($39,955)	$951,580
2036	$921,677	($39,955)	$881,722
2037	$848,173	($39,955)	$808,218
2038	$770,895	($39,955)	$730,940
2039	$738,976	($39,955)	$699,021
2040	$755,602	($39,955)	$715,647
2041	$772,604	($39,955)	$732,649
2042	$789,987	($39,955)	$750,032
2043	$807,762	($39,955)	$767,807
2044	$825,936	($39,955)	$785,981
2045	$844,520	($39,955)	$804,565
2046	$863,522	($39,955)	$823,567
2047	$882,951	($39,955)	$842,996
2048	$902,817	($39,955)	$862,862
2049	$923,131	($39,955)	$883,176
2050	$943,901	($39,955)	$903,946
2051	$0	$0	$0
25 YEAR TOTAL	$28,518,041	($801,764)	$27,716,278
25 YEAR AVG ANNUAL	$1,140,722	($32,071)	$1,108,651
30 YEAR TOTAL	$33,034,363	($1,001,539)	$32,032,825
30 YEAR AVG ANNUAL	$1,101,145	($33,385)	$1,067,761

Table 11 shows the sum of all the property taxes listed in Tables 6 through 9 by year. In 2021, the total property tax will be over $3.2 million. It reaches the bottom in 2039 when the project reaches its maximum depreciation and then grows due to the trending factor. Over the 30-year life of the project, the total property taxes paid to the various taxing entities will be overt $65.6 million with an annual average of almost $2.2 million.

Tables 6-11 assume that inflation rises by a constant 2.25%. Appendix A shows the corresponding tax tables under the alternative assumption that inflation does not rise at all, e.g. 0%. Appendix B shows the same tax tables using the assumption that inflation uses by 1.81%. Given historical rates of inflation and the current economic environment, a 2.25 rate of inflation seems much more likely and still quite conservative.

Table 11. — Total Property Tax Revenue from Lincoln Land Wind Project

Tax Year	Total Property Tax
2021	$3,279,784
2022	$3,219,436
2023	$3,154,712
2024	$3,085,446
2025	$3,011,465
2026	$2,932,594
2027	$2,848,648
2028	$2,759,440
2029	$2,664,776
2030	$2,564,455
2031	$2,458,271
2032	$2,346,010
2033	$2,227,452
2034	$2,102,372
2035	$1,970,536
2036	$1,831,703
2037	$1,685,625
2038	$1,532,046
2039	$1,468,609
2040	$1,501,653
2041	$1,535,440
2042	$1,569,988
2043	$1,605,312
2044	$1,641,432
2045	$1,678,364
2046	$1,716,127
2047	$1,754,740
2048	$1,794,222
2049	$1,834,592
2050	$1,875,870
2051	$0
25 YEAR TOTAL	$56,675,571
25 YEAR AVG ANNUAL	$2,267,023
30 YEAR TOTAL	$65,651,121
30 YEAR AVG ANNUAL	$2,188,371

VII. Appendix A

This appendix replicates the tax analysis in VI. Property Tax using the alternative assumption that inflation does not rise at all rather than the 2.25% inflation assumption that was used in the tables in the main report. All other assumptions remain the same. Below is a list of the corresponding tables from the main report.

Table A-6. — Morgan County Tax Revenue from Lincoln Land Wind Project with 0% inflation

Tax Year	Taxable Value of Wind Farm	Morgan County
2021	$47,316,835	$488,759
2022	$45,424,161	$469,209
2023	$43,531,488	$449,659
2024	$41,638,815	$430,108
2025	$39,746,141	$410,558
2026	$37,853,468	$391,007
2027	$35,960,794	$371,457
2028	$34,068,121	$351,907
2029	$32,175,448	$332,356
2030	$30,282,774	$312,806
2031	$28,390,101	$293,256
2032	$26,497,427	$273,705
2033	$24,604,754	$254,155
2034	$22,712,081	$234,604
2035	$20,819,407	$215,054
2036	$18,926,734	$195,504
2037	$17,034,061	$175,953
2038	$15,141,387	$156,403
2039	$14,195,050	$146,628
2040	$14,195,050	$146,628
2041	$14,195,050	$146,628
2042	$14,195,050	$146,628
2043	$14,195,050	$146,628
2044	$14,195,050	$146,628
2045	$14,195,050	$146,628
2046	$14,195,050	$146,628
2047	$14,195,050	$146,628
2048	$14,195,050	$146,628
2049	$14,195,050	$146,628
2050	$14,195,050	$146,628
2051	$0	$0
25 YEAR TOTAL		$6,832,854
25 YEAR AVG TOTAL		$273,314
30 YEAR ANNUAL		$7,565,993
30 YEAR AVG ANNUAL		$252,200

Table A-7. — Road District Tax Revenue from Lincoln Land Wind Project with 0% inflation

Tax Year	Road District 9	Road District 8	Road District 10	Road District 13
2021	$140,030	$130,075	$4,225	$2,136
2022	$134,429	$124,872	$4,056	$2,050
2023	$128,827	$119,669	$3,887	$1,965
2024	$123,226	$114,466	$3,718	$1,880
2025	$117,625	$109,263	$3,549	$1,794
2026	$112,024	$104,060	$3,380	$1,709
2027	$106,423	$98,857	$3,211	$1,623
2028	$100,822	$93,654	$3,042	$1,538
2029	$95,220	$88,451	$2,873	$1,452
2030	$89,619	$83,248	$2,704	$1,367
2031	$84,018	$78,045	$2,535	$1,282
2032	$78,417	$72,842	$2,366	$1,196
2033	$72,816	$67,639	$2,197	$1,111
2034	$67,214	$62,436	$2,028	$1,025
2035	$61,613	$57,233	$1,859	$940
2036	$56,012	$52,030	$1,690	$854
2037	$50,411	$46,827	$1,521	$769
2038	$44,810	$41,624	$1,352	$683
2039	$42,009	$39,023	$1,267	$641
2040	$42,009	$39,023	$1,267	$641
2041	$42,009	$39,023	$1,267	$641
2042	$42,009	$39,023	$1,267	$641
2043	$42,009	$39,023	$1,267	$641
2044	$42,009	$39,023	$1,267	$641
2045	$42,009	$39,023	$1,267	$641
2046	$42,009	$39,023	$1,267	$641
2047	$42,009	$39,023	$1,267	$641
2048	$42,009	$39,023	$1,267	$641
2049	$42,009	$39,023	$1,267	$641
2050	$42,009	$39,023	$1,267	$641
2051	$0	$0	$0	$0
25 YEAR TOTAL	$1,957,618	$1,818,451	$59,063	$29,860
25 YEAR AVG ANNUAL	$78,305	$72,738	$2,363	$1,194
25 YEAR TOTAL	$2,167,663	$2,013,564	$65,401	$33,063
25 YEAR AVG ANNUAL	$72,255	$67,119	$2,180	$1,102

Table A-8. — Tax Revenue from Lincoln Land Wind Project for Other Taxing Bodies with 0% inflation

Tax Year	Lincoln Land CC 526	Alexander Fire PD	Franklin Fire PD	New Berlin Fire PD	Woodson Fire PD	Island Grove Fire PD	West Sangamon Library
2021	$231,095	$65,443	$19,043	$2,175	$1,385	$962	$6,475
2022	$221,852	$62,826	$18,281	$2,088	$1,330	$924	$6,216
2023	$212,608	$60,208	$17,519	$2,001	$1,275	$885	$5,957
2024	$203,364	$57,590	$16,758	$1,914	$1,219	$847	$5,698
2025	$194,120	$54,972	$15,996	$1,827	$1,164	$808	$5,439
2026	$184,876	$52,355	$15,234	$1,740	$1,108	$770	$5,180
2027	$175,633	$49,737	$14,472	$1,653	$1,053	$731	$4,921
2028	$166,389	$47,119	$13,711	$1,566	$997	$693	$4,662
2029	$157,145	$44,501	$12,949	$1,479	$942	$654	$4,403
2030	$147,901	$41,884	$12,187	$1,392	$887	$616	$4,144
2031	$138,657	$39,266	$11,426	$1,305	$831	$577	$3,885
2032	$129,413	$36,648	$10,664	$1,218	$776	$539	$3,626
2033	$120,170	$34,031	$9,902	$1,131	$720	$500	$3,367
2034	$110,926	$31,413	$9,141	$1,044	$665	$462	$3,108
2035	$101,682	$28,795	$8,379	$957	$610	$423	$2,849
2036	$92,438	$26,177	$7,617	$870	$554	$385	$2,590
2037	$83,194	$23,560	$6,855	$783	$499	$346	$2,331
2038	$73,951	$20,942	$6,094	$696	$443	$308	$2,072
2039	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2040	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2041	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2042	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2043	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2044	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2045	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2046	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2047	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2048	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2049	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2050	$69,329	$19,633	$5,713	$652	$416	$289	$1,943
2051	$0	$0	$0	$0	$0	$0	$0
25 YEAR TOTAL	$3,230,714	$914,897	$266,218	$30,402	$19,367	$13,451	$90,524
25 YEAR AVG ANNUAL	$129,229	$36,596	$10,649	$1,216	$775	$538	$3,621
30 YEAR TOTAL	$3,577,357	$1,013,062	$294,782	$33,664	$21,445	$14,894	$100,237
30 YEAR AVG ANNUAL	$119,245	$33,769	$9,826	$1,122	$715	$496	$3,341

Table A-9. — School District Tax Implications of Lincoln Land Wind Project with 0% inflation

Tax Year	Franklin Community Unit School District 1	Waverly Community Unit School District 6	New Berlin Community Unit School District 16	Jacksonville School District 117
2021	$1,650,324	$209,032	$215,154	$113,471
2022	$1,584,311	$200,670	$206,548	$108,932
2023	$1,518,298	$192,309	$197,942	$104,393
2024	$1,452,285	$183,948	$189,336	$99,855
2025	$1,386,272	$175,587	$180,730	$95,316
2026	$1,320,259	$167,225	$172,123	$90,777
2027	$1,254,246	$158,864	$163,517	$86,238
2028	$1,188,233	$150,503	$154,911	$81,699
2029	$1,122,220	$142,142	$146,305	$77,160
2030	$1,056,207	$133,780	$137,699	$72,622
2031	$990,194	$125,419	$129,093	$68,083
2032	$924,181	$117,058	$120,486	$63,544
2033	$858,168	$108,696	$111,880	$59,005
2034	$792,155	$100,335	$103,274	$54,466
2035	$726,142	$91,974	$94,668	$49,927
2036	$660,129	$83,613	$86,062	$45,388
2037	$594,116	$75,251	$77,456	$40,850
2038	$528,104	$66,890	$68,849	$36,311
2039	$495,097	$62,709	$64,546	$34,041
2040	$495,097	$62,709	$64,546	$34,041
2041	$495,097	$62,709	$64,546	$34,041
2042	$495,097	$62,709	$64,546	$34,041
2043	$495,097	$62,709	$64,546	$34,041
2044	$495,097	$62,709	$64,546	$34,041
2045	$495,097	$62,709	$64,546	$34,041
2046	$495,097	$62,709	$64,546	$34,041
2047	$495,097	$62,709	$64,546	$34,041
2048	$495,097	$62,709	$64,546	$34,041
2049	$495,097	$62,709	$64,546	$34,041
2050	$495,097	$62,709	$64,546	$34,041
2051	$0	$0	$0	$0
25 YEAR TOTAL	$23,071,523	$2,922,262	$3,007,855	$1,586,327
25 YEAR AVG ANNUAL	$922,861	$116,890	$120,314	$63,453
30 YEAR TOTAL	$25,547,009	$3,235,810	$3,330,587	$1,756,533
30 YEAR AVG ANNUAL	$851,567	$107,860	$111,020	$58,551

Table A-10. — School District Tax Implications of Lincoln Land Wind Project with 0% inflation

Tax Year	Franklin Community Unit School District 1	Reduction in GSA	Net Revenue
2021	$1,650,324	$0	$1,650,324
2022	$1,584,311	$0	$1,584,311
2023	$1,518,298	($2,664)	$1,515,634
2024	$1,452,285	($7,991)	$1,444,294
2025	$1,386,272	($15,982)	$1,370,290
2026	$1,320,259	($23,973)	$1,296,286
2027	$1,254,246	($31,964)	$1,222,282
2028	$1,188,233	($39,955)	$1,148,278
2029	$1,122,220	($39,955)	$1,082,265
2030	$1,056,207	($39,955)	$1,016,252
2031	$990,194	($39,955)	$950,239
2032	$924,181	($39,955)	$884,226
2033	$858,168	($39,955)	$818,213
2034	$792,155	($39,955)	$752,200
2035	$726,142	($39,955)	$686,187
2036	$660,129	($39,955)	$620,174
2037	$594,116	($39,955)	$554,161
2038	$528,104	($39,955)	$488,149
2039	$495,097	($39,955)	$455,142
2040	$495,097	($39,955)	$455,142
2041	$495,097	($39,955)	$455,142
2042	$495,097	($39,955)	$455,142
2043	$495,097	($39,955)	$455,142
2044	$495,097	($39,955)	$455,142
2045	$495,097	($39,955)	$455,142
2046	$495,097	($39,955)	$455,142
2047	$495,097	($39,955)	$455,142
2048	$495,097	($39,955)	$455,142
2049	$495,097	($39,955)	$455,142
2050	$495,097	($39,955)	$455,142
2051	$0	$0	$0
25 YEAR TOTAL	$23,071,523	($801,764)	$22,269,760
25 YEAR AVG ANNUAL	$922,861	($32,071)	$890,790
30 YEAR TOTAL	$25,547,009	($1,001,539)	$24,545,470
30 YEAR AVG ANNUAL	$851,567	($33,385)	$818,182

Table A-11. — Total Property Tax Revenue from Lincoln Land Wind Project with 0% inflation

Tax Year	Total Property Tax
2021	$3,279,784
2022	$3,148,593
2023	$3,017,402
2024	$2,886,210
2025	$2,755,019
2026	$2,623,828
2027	$2,492,636
2028	$2,361,445
2029	$2,230,253
2030	$2,099,062
2031	$1,967,871
2032	$1,836,679
2033	$1,705,488
2034	$1,574,297
2035	$1,443,105
2036	$1,311,914
2037	$1,180,722
2038	$1,049,531
2039	$983,935
2040	$983,935
2041	$983,935
2042	$983,935
2043	$983,935
2044	$983,935
2045	$983,935
2046	$983,935
2047	$983,935
2048	$983,935
2049	$983,935
2050	$983,935
2051	$0
25 YEAR TOTAL	$45,851,387
25 YEAR AVG ANNUAL	$1,834,055
30 YEAR TOTAL	$50,771,064
30 YEAR AVG ANNUAL	$1,692,369

VIII. Appendix B

This appendix replicates the tax analysis in VI. Property Tax using the alternative assumption that inflation does not rise at all rather than the 1.81% inflation assumption that was used in the tables in the main report. All other assumptions remain the same. Below is a list of the corresponding tables from the main report.

Table B-6. — Morgan County Tax Revenue from Lincoln Land Wind Project with 1.81% inflation

Tax Year	Taxable Value of Wind Farm	Morgan County
2021	$47,316,835	$488,759
2022	$46,246,339	$477,702
2023	$45,121,589	$466,083
2024	$43,940,973	$453,888
2025	$42,702,836	$441,099
2026	$41,405,483	$427,698
2027	$40,047,176	$413,667
2028	$38,626,134	$398,989
2029	$37,140,530	$383,643
2030	$35,588,493	$367,611
2031	$33,968,104	$350,874
2032	$32,277,398	$333,409
2033	$30,514,361	$315,198
2034	$28,676,927	$296,218
2035	$26,762,981	$276,448
2036	$24,770,355	$255,865
2037	$22,696,829	$234,447
2038	$20,540,126	$212,169
2039	$19,604,908	$202,509
2040	$19,959,757	$206,174
2041	$20,321,029	$209,906
2042	$20,688,839	$213,705
2043	$21,063,307	$217,573
2044	$21,444,553	$221,512
2045	$21,832,700	$225,521
2046	$22,227,871	$229,603
2047	$22,630,196	$233,759
2048	$23,039,802	$237,990
2049	$23,456,823	$242,297
2050	$23,881,391	$246,683
2051	$0	$0
25 YEAR TOTAL		$8,090,669
25 YEAR AVG TOTAL		$323,627
30 YEAR ANNUAL		$9,281,000
30 YEAR AVG ANNUAL		$309,367

Table B-7. — Road District Tax Revenue from Lincoln Land Wind Project with 1.81% inflation

Tax Year	Road District 9	Road District 8	Road District 10	Road District 13
2021	$140,030	$130,075	$4,225	$2,136
2022	$136,862	$127,132	$4,129	$2,088
2023	$133,533	$124,040	$4,029	$2,037
2024	$130,039	$120,795	$3,923	$1,983
2025	$126,375	$117,391	$3,813	$1,928
2026	$122,536	$113,825	$3,697	$1,869
2027	$118,516	$110,091	$3,576	$1,808
2028	$114,311	$106,184	$3,449	$1,744
2029	$109,914	$102,100	$3,316	$1,677
2030	$105,321	$97,834	$3,178	$1,606
2031	$100,526	$93,379	$3,033	$1,533
2032	$95,522	$88,731	$2,882	$1,457
2033	$90,304	$83,885	$2,725	$1,377
2034	$84,867	$78,834	$2,561	$1,294
2035	$79,203	$73,572	$2,390	$1,208
2036	$73,306	$68,094	$2,212	$1,118
2037	$67,169	$62,394	$2,027	$1,025
2038	$60,787	$56,465	$1,834	$927
2039	$58,019	$53,894	$1,750	$885
2040	$59,069	$54,870	$1,782	$901
2041	$60,138	$55,863	$1,814	$917
2042	$61,227	$56,874	$1,847	$934
2043	$62,335	$57,904	$1,881	$951
2044	$63,463	$58,952	$1,915	$968
2045	$64,612	$60,019	$1,949	$986
2046	$65,781	$61,105	$1,985	$1,003
2047	$66,972	$62,211	$2,021	$1,022
2048	$68,184	$63,337	$2,057	$1,040
2049	$69,418	$64,483	$2,094	$1,059
2050	$70,675	$65,651	$2,132	$1,078
2051	$0	$0	$0	$0
25 YEAR TOTAL	$2,317,983	$2,153,198	$69,936	$35,356
25 YEAR AVG ANNUAL	$92,719	$86,128	$2,797	$1,414
25 YEAR TOTAL	$2,659,014	$2,469,985	$80,225	$40,558
25 YEAR AVG ANNUAL	$88,634	$82,333	$2,674	$1,352

Table B-8. — Tax Revenue from Lincoln Land Wind Project for Other Taxing Bodies with 1.81% inflation

Tax Year	Lincoln Land CC 526	Alexander Fire PD	Franklin Fire PD	New Berlin Fire PD	Woodson Fire PD	Island Grove Fire PD	West Sangamon Library
2021	$231,095	$65,443	$19,043	$2,175	$1,385	$962	$6,475
2022	$225,867	$63,963	$18,612	$2,125	$1,354	$940	$6,329
2023	$220,374	$62,407	$18,159	$2,074	$1,321	$918	$6,175
2024	$214,608	$60,774	$17,684	$2,020	$1,287	$893	$6,013
2025	$208,561	$59,062	$17,186	$1,963	$1,250	$868	$5,844
2026	$202,224	$57,267	$16,664	$1,903	$1,212	$842	$5,666
2027	$195,590	$55,389	$16,117	$1,841	$1,173	$814	$5,480
2028	$188,650	$53,423	$15,545	$1,775	$1,131	$785	$5,286
2029	$181,394	$51,369	$14,947	$1,707	$1,087	$755	$5,083
2030	$173,814	$49,222	$14,323	$1,636	$1,042	$724	$4,870
2031	$165,900	$46,981	$13,671	$1,561	$995	$691	$4,648
2032	$157,643	$44,642	$12,990	$1,483	$945	$656	$4,417
2033	$149,032	$42,204	$12,281	$1,402	$893	$620	$4,176
2034	$140,058	$39,663	$11,541	$1,318	$840	$583	$3,924
2035	$130,710	$37,016	$10,771	$1,230	$784	$544	$3,662
2036	$120,978	$34,260	$9,969	$1,138	$725	$504	$3,390
2037	$110,851	$31,392	$9,134	$1,043	$665	$462	$3,106
2038	$100,318	$28,409	$8,266	$944	$601	$418	$2,811
2039	$95,750	$27,115	$7,890	$901	$574	$399	$2,683
2040	$97,483	$27,606	$8,033	$917	$584	$406	$2,731
2041	$99,248	$28,106	$8,178	$934	$595	$413	$2,781
2042	$101,044	$28,614	$8,326	$951	$606	$421	$2,831
2043	$102,873	$29,132	$8,477	$968	$617	$428	$2,882
2044	$104,735	$29,660	$8,630	$986	$628	$436	$2,935
2045	$106,631	$30,197	$8,787	$1,003	$639	$444	$2,988
2046	$108,561	$30,743	$8,946	$1,022	$651	$452	$3,042
2047	$110,526	$31,300	$9,108	$1,040	$663	$460	$3,097
2048	$112,526	$31,866	$9,272	$1,059	$675	$468	$3,153
2049	$114,563	$32,443	$9,440	$1,078	$687	$477	$3,210
2050	$116,637	$33,030	$9,611	$1,098	$699	$486	$3,268
2051	$0	$0	$0	$0	$0	$0	$0
25 YEAR TOTAL	$3,825,435	$1,083,315	$315,224	$35,998	$22,932	$15,927	$107,188
25 YEAR AVG ANNUAL	$153,017	$43,333	$12,609	$1,440	$917	$637	$4,288
30 YEAR TOTAL	$4,388,248	$1,242,696	$361,601	$41,294	$26,306	$18,270	$122,958
30 YEAR AVG ANNUAL	$146,275	$41,423	$12,053	$1,376	$877	$609	$4,099

Table B-9. — School District Tax Implications of Lincoln Land Wind Project with 1.81% inflation

Tax Year	Franklin Community Unit School District 1	Waverly Community Unit School District 6	New Berlin Community Unit School District 16	Jacksonville School District 117
2021	$1,650,324	$209,032	$215,154	$113,471
2022	$1,612,987	$204,303	$210,287	$110,904
2023	$1,573,757	$199,334	$205,172	$108,207
2024	$1,532,580	$194,118	$199,804	$105,375
2025	$1,489,396	$188,648	$194,174	$102,406
2026	$1,444,147	$182,917	$188,275	$99,295
2027	$1,396,771	$176,916	$182,098	$96,038
2028	$1,347,208	$170,639	$175,637	$92,630
2029	$1,295,393	$164,076	$168,882	$89,067
2030	$1,241,261	$157,219	$161,824	$85,345
2031	$1,184,745	$150,061	$154,456	$81,459
2032	$1,125,776	$142,592	$146,768	$77,405
2033	$1,064,284	$134,803	$138,752	$73,177
2034	$1,000,198	$126,686	$130,397	$68,771
2035	$933,443	$118,231	$121,694	$64,181
2036	$863,944	$109,428	$112,633	$59,402
2037	$791,623	$100,268	$103,205	$54,430
2038	$716,402	$90,740	$93,398	$49,258
2039	$683,783	$86,609	$89,145	$47,015
2040	$696,159	$88,176	$90,759	$47,866
2041	$708,760	$89,772	$92,402	$48,732
2042	$721,588	$91,397	$94,074	$49,614
2043	$734,649	$93,051	$95,777	$50,512
2044	$747,946	$94,736	$97,510	$51,426
2045	$761,484	$96,450	$99,275	$52,357
2046	$775,267	$98,196	$101,072	$53,305
2047	$789,299	$99,973	$102,902	$54,270
2048	$803,586	$101,783	$104,764	$55,252
2049	$818,131	$103,625	$106,660	$56,252
2050	$832,939	$105,501	$108,591	$57,270
2051	$0	$0	$0	$0
25 YEAR TOTAL	$27,318,608	$3,460,202	$3,561,552	$1,878,343
25 YEAR AVG ANNUAL	$1,092,744	$138,408	$142,462	$75,134
30 YEAR TOTAL	$31,337,829	$3,969,281	$4,085,541	$2,154,692
30 YEAR AVG ANNUAL	$1,044,594	$132,309	$136,185	$71,823

Table B-10. — School District Tax Implications of Lincoln Land Wind Project with 1.81% inflation

Tax Year	Franklin Community Unit School District 1	Reduction in GSA	Net Revenue
2021	$1,650,324	$0	$1,650,324
2022	$1,612,987	$0	$1,612,987
2023	$1,573,757	($2,664)	$1,571,094
2024	$1,532,580	($7,991)	$1,524,589
2025	$1,489,396	($15,982)	$1,473,414
2026	$1,444,147	($23,973)	$1,420,174
2027	$1,396,771	($31,964)	$1,364,807
2028	$1,347,208	($39,955)	$1,307,253
2029	$1,295,393	($39,955)	$1,255,438
2030	$1,241,261	($39,955)	$1,201,306
2031	$1,184,745	($39,955)	$1,144,790
2032	$1,125,776	($39,955)	$1,085,821
2033	$1,064,284	($39,955)	$1,024,329
2034	$1,000,198	($39,955)	$960,243
2035	$933,443	($39,955)	$893,488
2036	$863,944	($39,955)	$823,989
2037	$791,623	($39,955)	$751,668
2038	$716,402	($39,955)	$676,447
2039	$683,783	($39,955)	$643,828
2040	$696,159	($39,955)	$656,204
2041	$708,760	($39,955)	$668,805
2042	$721,588	($39,955)	$681,633
2043	$734,649	($39,955)	$694,694
2044	$747,946	($39,955)	$707,991
2045	$761,484	($39,955)	$721,529
2046	$775,267	($39,955)	$735,312
2047	$789,299	($39,955)	$749,344
2048	$803,586	($39,955)	$763,631
2049	$818,131	($39,955)	$778,176
2050	$832,939	($39,955)	$792,984
2051	$0	$0	$0
25 YEAR TOTAL	$27,318,608	($801,764)	$26,516,844
25 YEAR AVG ANNUAL	$1,092,744	($32,071)	$1,060,674
30 YEAR TOTAL	$31,337,829	($1,001,539)	$30,336,290
30 YEAR AVG ANNUAL	$1,044,594	($33,385)	$1,011,210

Table B-11. — Total Property Tax Revenue from Lincoln Land Wind Project with 1.81% inflation

Tax Year	Total Property Tax
2021	$3,279,784
2022	$3,205,583
2023	$3,127,620
2024	$3,045,785
2025	$2,959,963
2026	$2,870,037
2027	$2,775,885
2028	$2,677,385
2029	$2,574,410
2030	$2,466,830
2031	$2,354,512
2032	$2,237,320
2033	$2,115,115
2034	$1,987,752
2035	$1,855,086
2036	$1,716,967
2037	$1,573,239
2038	$1,423,747
2039	$1,358,922
2040	$1,383,518
2041	$1,408,560
2042	$1,434,055
2043	$1,460,011
2044	$1,486,437
2045	$1,513,342
2046	$1,540,733
2047	$1,568,621
2048	$1,597,013
2049	$1,625,919
2050	$1,655,348
2051	$0
25 YEAR TOTAL	$54,291,866
25 YEAR AVG ANNUAL	$2,171,675
30 YEAR TOTAL	$62,279,500
30 YEAR AVG ANNUAL	$2,075,983

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Water Conservation Benefits from 1,000 Megawatts (MW) of New Wind Power in Arizona. Technical Report DOE/GO-102008-2670, October 2008. NREL, Golden, CO. Available at <http://www.nrel.gov/docs/fy09osti/44144.pdf>.

National Renewable Energy Laboratory (NREL), 2008b. Economic Benefits, Carbon Dioxide (CO2) Emissions Reductions, and Water Conservation Benefits from 1,000 Megawatts (MW) of New Wind Power in Idaho. Technical Report DOE/GO-102008-2671, October 2008. NREL, Golden, CO. Available at <http://www.nrel.gov/docs/fy09osti/44145.pdf>.

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X. Curriculum Vita - David Loomis

David G. Loomis
Illinois State University
Department of Economics
Campus Box 4200
Normal, IL 61790-4200
(309) 438-7979
dloomis@ilstu.edu

Education

Doctor of Philosophy, Economics, Temple University, Philadelphia, Pennsylvania, May 1995.

Bachelor of Arts, Mathematics and Honors Economics, Temple University, Magna Cum Laude, May 1985.

Experience

1996-present Illinois State University, Normal, IL
Full Professor – Department of Economics (2010-present)
Associate Professor - Department of Economics (2002-2009)
Assistant Professor - Department of Economics (1996-2002)

- Taught Regulatory Economics, Telecommunications Economics and Public Policy, Industrial Organization and Pricing, Individual and Social Choice, Economics of Energy and Public Policy and a Graduate Seminar Course in Electricity, Natural Gas and Telecommunications Issues.
- Supervised as many as 5 graduate students in research projects each semester.
- Served on numerous departmental committees.

1997-present Institute for Regulatory Policy Studies, Normal, IL
Executive Director (2005-present)
Co-Director (1997-2005)

- Grew contributing membership from 5 companies to 16 organizations.
- Doubled the number of workshop/training events annually.
- Supervised 2 Directors, Administrative Staff and internship program.
- Developed and implemented state-level workshops concerning regulatory issues related to the electric, natural gas, and telecommunications industries.

Experience (cont'd)

2006-2018 Illinois Wind Working Group, Normal, IL
Director

- Founded the organization and grew the organizing committee to over 200 key wind stakeholders
- Organized annual wind energy conference with over 400 attendees
- Organized strategic conferences to address critical wind energy issues
- Initiated monthly conference calls to stakeholders
- Devised organizational structure and bylaws

2007-2018 Center for Renewable Energy, Normal, IL
Director

- Created founding document approved by the Illinois State University Board of Trustees and Illinois Board of Higher Education.
- Secured over $150,000 in funding from private companies.
- Hired and supervised 4 professional staff members and supervised 3 faculty members as Associate Directors.
- Reviewed renewable energy manufacturing grant applications for Illinois Department of Commerce and Economic Opportunity for a $30 million program.
- Created technical "Due Diligence" documents for the Illinois Finance Authority loan program for wind farm projects in Illinois.

2011-present Strategic Economic Research, LLC
President

- Performed economic impact analyses on policy initiatives and energy projects such as wind energy, solar energy, natural gas plants and transmission lines at the county and state level.
- Provided expert testimony before state legislative bodies, state public utility commissions, and county boards.
- Wrote telecommunications policy impact report comparing Illinois to other Midwestern states.

1997-2002 International Communications Forecasting Conference
Chair

- Expanded Planning Committee with representatives from over 18 different international companies and delivered high quality conference attracting over 500 people over 4 years.

Experience (cont'd)

1985-1996 Bell Atlantic, Philadelphia, Pa.
Economist - Business Research

- Wrote and taught Applied Business Forecasting multimedia course.
- Developed and documented 25 econometric demand models that were used in regulatory filings.
- Provided statistical and analytic support to regulatory costing studies.
- Served as subject matter expert in switched and special access.
- Administered $4 million budget including $1.8 million consulting budget.

Professional Awards and Memberships

2016 Outstanding Cross-Disciplinary Team Research Award with Jin Jo and Matt Aldeman – recognizes exemplary collaborative research conducted by multiple investigators from different disciplines.

2011 Midwestern Regional Wind Advocacy Award from the U. S. Department of Energy's Wind Powering America presented at WindPower 2011

2009 Economics Department Scott M. Elliott Faculty Excellence Award – awarded to faculty who demonstrate excellence in teaching, research and service.

2009 Illinois State University Million Dollar Club – awarded to faculty who have over $1 million in grants through the university.

2008 Outstanding State Wind Working Group Award from the U. S. Department of Energy's Wind Power America presented at WindPower 2008.

1999 Illinois State University Teaching Initiative Award

Member of the American Economic Association, National Association of Business Economists, International Association for Energy Economics, Institute for Business Forecasters; Institute for International Forecasters, International Telecommunications Society.

Professional Publications

34. Aldeman, M.R., Jo, J.H., and Loomis, D.G. (2018). Quantification of Uncertainty Associated with Wind Assessments of Various Intervals, Transactions of the Canadian Society for Mechanical Engineering, forthcoming.

33. Jin, J.H., Cross, J., Rose, Z., Daebel, E., Verderber, A., and Loomis, D. G. (2016). Financing options and economic impact: distributed generation using solar photovoltaic systems in Normal, Illinois, AIMS Energy, 4(3): 504-516.

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31. Loomis, D.G., Jo, J.H., and Aldeman, M.R., (2016). Economic Impact Potential of Solar Photovoltiacs in Illinois, Renewable Energy, 87, 253-258.

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28. Loomis, D. G. and Bowden, N. S. (2013). Nationwide Database of Electric Rates to Become Available, Natural Gas & Electricity, 30 (5), 20-25.

27. Jin, J. H., Loomis, D. G., and Aldeman, M. R. (2013). Optimum penetration of utility-scale grid-connected solar photovoltaic systems in Illinois, Renewable Energy, 60, 20-26.

26. Malm, E., Loomis, D. G., DeFranco, J. (2012). A Campus Technology Choice Model with Incorporated Network Effects: Choosing Between General Use and Campus Systems, International Journal of Computer Trends and Technology, 3(4), 622-629.

25. Chupp, B. A., Hickey, E.A. & Loomis, D. G. (2012). Optimal Wind Portfolios in Illinois, Electricity Journal, 25, 46-56.

24. Hickey, E., Loomis, D. G., & Mohammadi, H. (2012). Forecasting hourly electricity prices using ARMAX-GARCH models: An application to MISO hubs, Energy Economics, 34, 307-315.

23. Theron, S., Winter, J.R, Loomis, D. G., & Spaulding, A. D. (2011). Attitudes Concerning Wind Energy in Central Illinois. Journal of the America Society of Farm Managers and Rural Appraisers, 74, 120-128.

22. Payne, J. E., Loomis, D. G. & Wilson, R. (2011). Residential Natural Gas Demand in Illinois: Evidence from the ARDL Bounds Testing Approach. Journal of Regional Analysis and Policy, 41(2), 138.

Professional Publications (cont'd)

21. Loomis, D. G. & Ohler, A. O. (2010). Are Renewable Portfolio Standards A Policy Cure-all? A Case Study of Illinois's Experience. Environmental Law and Policy Review, 35, 135-182.

20. Gil-Alana, L. A., Loomis, D. G., & Payne, J. E. (2010). Does energy consumption by the U.S. electric power sector exhibit long memory behavior ? Energy Policy, 38, 7512-7518.

19. Carlson, J. L., Payne, J. E., & Loomis, D. G. (2010). An assessment of the Economic Impact of the Wind Turbine Supply Chain in Illinois. Electricity Journal, 13, 75-93.

18. Apergis, N., Payne, J. E., & Loomis, D. G. (2010). Are shocks to natural gas consumption transitory or permanent? Energy Policy, 38, 4734-4736.

17. Apergis, N., Payne, J. E., & Loomis, D. G. (2010). Are fluctuations in coal consumption transitory or permanent? Evidence from a panel of U.S. states. Applied Energy, 87, 2424-2426.

16. Hickey, E. A., Carlson, J. L., & Loomis, D. G. (2010). Issues in the determination of the optimal portfolio of electricity supply options. Energy Policy, 38, 2198-2207.

15. Carlson, J. L., & Loomis, D. G. (2008). An assessment of the impact of deregulation on the relative price of electricity in Illinois. Electricity Journal, 21, 60-70.

14. Loomis, D. G., (2008). The telecommunications industry. In H. Bidgoli (Ed.), The handbook of computer networks (pp. 3-19). Hoboken, NJ: John Wiley & Sons.

13. Cox, J. E., Jr., & Loomis, D. G. (2007). A managerial approach to using error measures in the evaluation of forecasting methods. International Journal of Business Research, 7, 143-149.

12. Cox, J. E., Jr., & Loomis, D. G. (2006). Improving forecasting through textbooks – a 25 year review. International Journal of Forecasting, 22, 617-624.

11. Swann, C. M., & Loomis, D. G. (2005). Competition in local telecommunications – there's more than you think. Business Economics, 40, 18-28.

10. Swann, C. M., & Loomis, D. G. (2005). Intermodal competition in local telecommunications markets. Information Economics and Policy, 17, 97-113.

Professional Publications (cont'd)

9. Swann, C. M., & Loomis, D. G. (2004) Telecommunications demand forecasting with intermodal competition – a multi-equation modeling approach. Telektronikk, 100, 180-184.

8. Cox, J. E., Jr., & Loomis, D. G. (2003). Principles for teaching economic forecasting. International Review of Economics Education, 1, 69-79.

7. Taylor, L. D. & Loomis, D. G. (2002). Forecasting the internet: understanding the explosive growth of data communications. Boston: Kluwer Academic Publishers.

6. Wiedman, J. & Loomis, D. G. (2002). U.S. broadband pricing and alternatives for internet service providers. In D. G. Loomis & L. D. Taylor (Eds.) Boston: Kluwer Academic Publishers.

5. Cox, J. E., Jr. & Loomis, D. G. (2001). Diffusion of forecasting principles: an assessment of books relevant to forecasting. In J. S. Armstrong (Ed.), Principles of Forecasting: A Handbook for Researchers and Practitioners (pp. 633-650). Norwell, MA: Kluwer Academic Publishers.

4. Cox, J. E., Jr. & Loomis, D. G. (2000). A course in economic forecasting: rationale and content. Journal of Economics Education, 31, 349-357.

3. Malm, E. & Loomis, D. G. (1999). Active market share: measuring competitiveness in retail energy markets. Utilities Policy, 8, 213-221.

2. Loomis, D. G. (1999). Forecasting of new products and the impact of competition. In D. G. Loomis & L. D. Taylor (Eds.), The future of the telecommunications industry: forecasting and demand analysis. Boston: Kluwer Academic Publishers.

Loomis, D. G. (1997). Strategic substitutes and strategic complements with interdependent demands. The Review of Industrial Organization, 12,
781-791.

Expert Testimony

23. McLean County (Illinois) Zoning Board of Appeals, Application for Special Use Permit for a Wind Energy Conversion System, on behalf of Invenergy, LLC, Direct Oral Testimony, January 4, 2018.

22. New Mexico Public Regulation Commission, Case No. 17-00275-UT, Application of Sagamore Wind Energy LLC, on behalf of Invenergy, LLC, Direct Written Testimony filed November 6, 2017.

Expert Testimony (cont'd)

21. Ohio Power Siting Board, Case No. 17-773-EL-BGN, In the Matter of Hardin Solar Energy LLC for a Certificate of Environmental Compatibility and Public Need to Construct a Solar-Powered Electric Generation Facility in Hardin County, Ohio, on behalf of Invenergy, LLC, Exhibit with Report filed July 5, 2017.

20. Macon County (Illinois) Environmental, Education, Health and Welfare Committee, Application for Special Use Permit for a Wind Energy Conversion System, on behalf of E.ON Energy, Direct Oral Testimony, August 20, 2015.

19. Illinois Commerce Commission, Case No. 15-0277, Oral Cross-examination Testimony on behalf of Grain Belt Express Clean Line LLC appeared before the Commission on August 19, 2015.

18. Macon County (Illinois) Zoning Board of Appeals, Application for Special Use Permit for a Wind Energy Conversion System, on behalf of E.ON Energy, Direct Oral Testimony, August 11, 2015.

17. Illinois Commerce Commission, Case No. 15-0277, Written Rebuttal Testimony on behalf of Grain Belt Express Clean Line LLC filed August 7, 2015.

16. Kankakee County (Illinois) Planning, Zoning, and Agriculture Committee, Application for Special Use Permit for a Wind Energy Conversion System, on behalf of EDF Renewables, Direct Oral Testimony, July 22, 2015.

15. Kankakee County (Illinois) Zoning Board of Appeals, Application for Special Use Permit for a Wind Energy Conversion System, on behalf of EDF Renewables, Direct Oral Testimony, July 13, 2015.

14. Bureau County (Illinois) Zoning Board of Appeals, Application for Special Use Permit for a Wind Energy Conversion System, on behalf of Berkshire Hathaway Energy/Geronimo Energy, Direct Oral Testimony, June 16, 2015.

13. Illinois Commerce Commission, Case No. 15-0277, Written Direct Testimony on behalf of Grain Belt Express Clean Line LLC filed April 10, 2015.

12. Livingston County (Illinois) Zoning Board of Appeals, Application for Special Use Permit for a Wind Energy Conversion System, on behalf of Invenergy, Oral Cross-Examination, December 8-9, 2014.

Expert Testimony (cont'd)

11. Missouri Public Service Commission, Case No. EA-2014-0207, Oral Cross-examination Testimony on behalf of Grain Belt Express Clean Line LLC appeared before the Commission on November 21, 2014.

10. Livingston County (Illinois) Zoning Board of Appeals, Application for Special Use Permit for a Wind Energy Conversion System, on behalf of Invenergy, Direct Oral Testimony, November 17-19, 2014.

9. Missouri Public Service Commission, Case No. EA-2014-0207, Written Surrebuttal Testimony on behalf of Grain Belt Express Clean Line LLC, filed October 14, 2014.

8. Missouri Public Service Commission, Case No. EA-2014-0207, Written Direct Testimony on behalf of Grain Belt Express Clean Line LLC, filed March 26, 2014.

7. Illinois Commerce Commission, Case No. 12-0560, Oral Cross-examination Testimony on behalf of Rock Island Clean Line LLC appeared before the Commission on December 11, 2013.

6. Illinois Commerce Commission, Case No. 12-0560, Written Rebuttal Testimony on behalf of Rock Island Clean Line LLC filed August 20, 2013.

5. Boone County (Illinois) Board, Examination of Wind Energy Conversion System Ordinance, Direct Testimony and Cross-Examination, April 23, 2013.

4. Illinois Commerce Commission, Case No. 12-0560, Written Direct Testimony on behalf of Rock Island Clean Line LLC filed October 10, 2012.

3. Whiteside County (Illinois) Board and Whiteside County Planning and Zoning Committee, Examination of Wind Energy Conversion System Ordinance, Direct Testimony and Cross-Examination, on behalf of the Center for Renewable Energy, April 12, 2012.

2. State of Illinois Senate Energy and Environment Committee, Direct Testimony and Cross-Examination, on behalf of the Center for Renewable Energy, October 28, 2010.

1. Livingston County (Illinois) Zoning Board of Appeals, Application for Special Use Permit for a Wind Energy Conversion System, on behalf of the Center for Renewable Energy, Direct Testimony and Cross-Examination, July 28, 2010.

Selected Presentations

"Smart Cities and Micro Grids: Cost Recovery Issues," presented September 12,2017 at the National Association of Regulatory Utility Commissioners Staff Subcommittee on Accounting and Finance Meeting, Springfield, IL.

"Cloud Computing: Regulatory Principles and ICC NOI," presented September 11,2017 at the National Association of Regulatory Utility Commissioners Staff Subcommittee on Accounting and Finance Meeting, Springfield, IL.

"Illinois Wind, Illinois Solar and the Illinois Future Energy Jobs Act," presented July 25, 2017 at the Illinois County Assessors Meeting, Normal, IL.

"Illinois Wind, Illinois Solar and the Illinois Future Energy Jobs Act," presented April 21, 2017 at the Illinois Association of County Zoning Officers Meeting, Bloomington, IL.

"Energy Storage Economics and RTOs," presented October 30, 2016 at the Energy Storage Conference at Argonne National Laboratory.

"Wind Energy in Illinois," on October 6, 2016 at the B/N Daybreak Rotary Club, Bloomington, IL.

"Smart Grid for Schools," presented August 17, 2016 to the Ameren External Affairs Meeting, Decatur, IL.

"Solar Energy in Illinois," presented July 28, 2016 at the 3rd Annual K-12 Teachers Clean Energy Workshop, Richland Community College, Decatur, IL

"Wind Energy in Illinois," presented July 28, 2016 at the 3rd Annual K-12 Teachers Clean Energy Workshop, Richland Community College, Decatur, IL

"Smart Grid for Schools," presented June 21, 2016 at the ISEIF Grantee and Ameren Meeting, Decatur, IL.

"Costs and Benefits of Renewable Energy," presented November 4, 2015 at the Osher Lifelong Learning Institute at Bradley, University, Peoria, IL.

"Energy Sector Workforce Issues," presented September 17, 2015 at the Illinois Workforce Investment Board, Springfield, IL.

"The Past, Present and Future of Wind Energy in Illinois," presented March 13, 2015 at the Peoria Rotary Club, Peoria, IL.

"Where Are All the Green Jobs?" presented January 28, 2015 at the 2015 Illinois Green Economy Network Sustainability Conference, Normal, IL.

Presentations (cont'd)

"Teaching Next Generation Energy Concepts with Next Generation Science Standards: Addressing the Critical Need for a More Energy-Literate Workforce," presented September 30, 2014 at the Mathematics and Science Partnerships Program 2014 Conference in Washington, DC.

"National Utility Rate Database," presented October 23, 2013 at Solar Power International, Chicago, IL.

"Potential Economic Impact of Offshore Wind Energy in the Great Lakes," presented May 6, 2013 at WindPower 2013, Chicago, IL.

"Why Illinois? Windy City, Prairie Power," presented May 5, 2013 at WindPower 2013, Chicago, IL.

"National Utility Rate Database," presented January 29, 2013 at the EUEC Conference, Phoenix, AZ.

"Energy Learning Exchange and Green Jobs," presented December 13, 2012 at the TRICON Meeting of Peoria and Tazewell County Counselors, Peoria, IL.

"Potential Economic Impact of Offshore Wind Energy in the Great Lakes," presented November 12, 2012 at the Offshore Wind Jobs and Economic Development Impacts Webinar.

"Energy Learning Exchange," presented October 31, 2012 at the Utility Workforce Development Meeting, Chicago, IL.

"Wind Energy in McLean County," presented June 26, 2012 at BN By the Numbers, Normal, IL.

"Wind Energy," presented June 14, 2012 at the Wind for Schools Statewide Teacher Workshop, Normal, IL.

"Economic Impact of Wind Energy in Illinois," presented June 6, 2012 at AWEA's WINDPOWER 2012, Atlanta, GA.

"Trends in Illinois Wind Energy," presented March 6, 2012 at the AWEA Regional Wind Energy Summit – Midwest in Chicago, IL.

"Challenges and New Growth Strategies in the Wind Energy Business," invited plenary session speaker at the Green Revolution Leaders Forum, November 18, 2011 in Seoul, South Korea.

"Overview of the Center for Renewable Energy," presented July 20, 2011 at the University-Industry Consortium Meeting at Illinois Institute of Technology, Chicago, IL.

Presentations (cont'd)

"Building the Wind Turbine Supply Chain," presented May 11, 2011 at the Supply Chain Growth Conference, Chicago, IL

"Building a Regional Energy Policy for Economic Development," presented April 4, 2011 at the Midwestern Legislative Conference's Economic Development Committee Webinar.

"Wind Energy 101," presented February 7, 2011 at the Wind Power in Central Illinois - A Public Forum, CCNET Renewable Energy Group, Champaign, IL.

"Alternative Energy Strategies," presented with Matt Aldeman November 19, 2010 at the Innovation Talent STEM Education Forum, Chicago, IL.

"Siting and Zoning in Illinois," presented November 17, 2010 at the Wind Powering America Webinar.

"What Governor Quinn Should Do about Energy?" presented November 15, 2010 at the Illinois Chamber of Commerce Energy Forum Conference, Chicago, IL.

"Is Wind Energy Development Right for Illinois," presented with Matt Aldeman October 28, 2010 at the Illinois Association of Illinois County Zoning Officials Annual Seminar in Utica, IL.

"Economic Impact of Wind Energy in Illinois," presented July 22, 2010 at the AgriEnergy Conference in Champaign, IL.

"Renewable Energy Major at ISU," presented July 21, 2010 at Green Universities and Colleges Subcommittee Webinar.

"Economics of Wind Energy," presented May 19, 2010 at the U.S. Green Building Council meeting in Chicago, IL.

"Forecasting: A Primer for the Small Business Entrepreneur," presented with James E. Cox, Jr. April 14, 2010 at the Allied Academies' Spring International Conference in New Orleans, LA.

"Are Renewable Portfolio Standards a Policy Cure-All? A Case Study of Illinois' Experience," presented January 30, 2010 at the 2010 William and Mary Environmental Law and Policy Review Symposium in Williamsburg, VA.

"Creating Partnerships between Universities and Industry," presented November 19, 2009, at New Ideas in Educating a Workforce in Renewable Energy and Energy Efficiency in Albany, NY.

"Educating Illinois in Renewable Energy, presented November 14, 2009 at the Illinois Science Teachers Association in Peoria, IL.

Presentations (cont'd)

"Green Collar Jobs," invited presentation October 14, 2009 at the 2009 Workforce Forum in Peoria, IL.

"The Role of Wind Power in Illinois," presented March 4, 2009 at the Association of Illinois Electric Cooperatives Engineering Seminar in Springfield, IL.

"The Economic Benefits of Wind Farms," presented January 30, 2009 at the East Central Illinois Economic Development District Meeting in Champaign, IL.

"Green Collar Jobs in Illinois," presented January 6, 2009 at the Illinois Workforce Investment Board Meeting in Macomb, Illinois.

"Green Collar Jobs: What Lies Ahead for Illinois?" presented August 1, 2008 at the Illinois Employment and Training Association Conference.

"Mapping Broadband Access in Illinois," presented October 16, 2007 at the Rural Telecon '07 conference.

"A Managerial Approach to Using Error Measures to Evaluate Forecasting Methods," presented October 15, 2007 at the International Academy of Business and Economics.

"Dollars and Sense: The Pros and Cons of Renewable Fuel," presented October 18, 2006 at Illinois State University Faculty Lecture Series.

"Broadband Access in Illinois," presented July 28, 2006 at the Illinois Association of Regional Councils Annual Meeting.

"Broadband Access in Illinois," presented November 17, 2005 at the University of Illinois' Connecting the e to Rural Illinois.

"Improving Forecasting Through Textbooks – A 25 Year Review," with James E. Cox, Jr., presented June 14, 2005 at the 25th International Symposium on Forecasting.

"Telecommunications Demand Forecasting with Intermodal Competition, with Christopher Swann, presented April 2, 2004 at the Telecommunications Systems Management Conference 2004.

"Intermodal Competition," with Christopher Swann, presented April 3, 2003 at the Telecommunications Systems Management Conference 2003.

Presentations (cont'd)

"Intermodal Competition in Local Exchange Markets," with Christopher Swann, presented June 26, 2002 at the 20th Annual International Communications Forecasting Conference.

"Assessing Retail Competition," presented May 23, 2002 at the Institute for Regulatory Policy Studies' Illinois Energy Policy for the 21st Century workshop.

"The Devil in the Details: An Analysis of Default Service and Switching," with Eric Malm presented May 24, 2001 at the 20th Annual Advanced Workshop on Regulation and Competition.

"Forecasting Challenges for U.S. Telecommunications with Local Competition," presented June 28, 1999 at the 19th International Symposium on Forecasting.

"Acceptance of Forecasting Principles in Forecasting Textbooks," presented June 28, 1999 at the 19th International Symposium on Forecasting.

"Forecasting Challenges for Telecommunications With Local Competition," presented June 17, 1999 at the 17th Annual International Communications Forecasting Conference.

"Measures of Market Competitiveness in Deregulating Industries," with Eric Malm, presented May 28, 1999 at the 18th Annual Advanced Workshop on Regulation and Competition.

"Trends in Telecommunications Forecasting and the Impact of Deregulation," Proceedings of EPRI's 11th Forecasting Symposium, 1998.

"Forecasting in a Competitive Age: Utilizing Macroeconomic Forecasts to Accurately Predict the Demand for Services," invited speaker, Institute for International Research Conference, September 29, 1997.

"Regulatory Fairness and Local Competition Pricing," presented May 30, 1996 at the 15th Annual Advanced Workshop in Regulation and Public Utility Economics.

"Optimal Pricing For a Regulated Monopolist Facing New Competition: The Case of Bell Atlantic Special Access Demand," presented May 28, 1992 at the Rutgers Advanced Workshop in Regulation and Public Utility Economics.

Grants

"SmartGrid for Schools 2018 and Energy Challenge," with William Hunter, Illinois Science and Energy Innovation Foundation, RSP Award # A15-0092-002 - extended, January 2017, $300,000.

"Energy Learning Exchange - Implementing Nationally Recognized Energy Curriculum and Credentials in Illinois," Northern Illinois University, RSP Award # A17-0098, February, 2017, $13,000.

"SmartGrid for Schools 2017 and Energy Challenge," with William Hunter, Illinois Science and Energy Innovation Foundation, RSP Award # A15-0092-002 - extended, January 2017, $350,000.

"Illinois Jobs Project," University of California Berkeley, RSP Award # A16-0148, August, 2016, $10,000.

"Energy Workforce Ready Through Building Performance Analysis," Illinois Department of Commerce and Economic Opportunity through the Department of Labor, RSP # A16-0139, June, 2016, $328,000 (grant was de-obligated before completion).

"SmartGrid for Schools 2016 and Smart Appliance Challenge," with William Hunter, Brad Christenson and Jeritt Williams, Illinois Science and Energy Innovation Foundation, RSP Award # A15-0092-002, January 2016, $450,000.

"SmartGrid for Schools 2015," with William Hunter and Matt Aldeman, Illinois Science and Energy Innovation Foundation, RSP Award # A15-0092-001, February 2015, $400,000.

"Economic Impact of Nuclear Plant Closings: A Response to HR 1146," Illinois Department of Economic Opportunity, RSP Award # 14-025001 amended, January, 2015, $22,000.

"Partnership with Midwest Renewable Energy Association for Solar Market Pathways" with Missy Nergard and Jin Jo, U.S. Department of Energy Award Number DE-EE0006910, October, 2014, $109,469 (ISU Award amount).

"Renewable Energy for Schools," with Matt Aldeman and Jin Jo, Illinois Department of Commerce and Economic Opportunity, Award Number 14-025001, June, 2014, $130,001.

"SmartGrid for Schools 2014," with William Hunter and Matt Aldeman, Illinois Science and Energy Innovation Foundation, RSP # 14B116, March 2014, $451,701.

"WINDPOWER 2014 Conference Exhibit," Illinois Department of Commerce and Economic Opportunity, RSP #14C167, March, 2014, $95,000.

Grants (cont'd)

"Lake Michigan Offshore Wind Energy Buoy," with Matt Aldeman, Illinois Clean Energy Community Foundation, Request ID 6435, November, 2013, $90,000.

"Teaching Next Generation Energy Concepts with Next Generation Science Standards," with William Hunter, Matt Aldeman and Amy Bloom, Illinois State Board of Education, RSP # 13B170A, October, 2013, second year, $159,954; amended to $223,914.

"Solar for Schools," with Matt Aldeman, Illinois Green Economy Network, RSP # 13C280, August, 2013, $66,072.

"Energy Learning Exchange Implementation Grant," with William Hunter and Matt Aldeman, Illinois Department of Commerce and Economic Opportunity, Award Number 13-052003, June, 2013, $350,000.

"Teaching Next Generation Energy Concepts with Next Generation Science Standards," with William Hunter, Matt Aldeman and Amy Bloom, Illinois State Board of Education, RSP # 13B170, April, 2013, $159,901.

"Illinois Sustainability Education SEP," Illinois Department of Commerce and Economic Opportunity, Award Number 08-431006, March, 2013, $225,000.

"Illinois Pathways Energy Learning Exchange Planning Grant," with William Hunter and Matt Aldeman, Illinois State Board of Education (Source: U.S. Department of Education), RSP # 13A007, December, 2012, $50,000.

"Illinois Sustainability Education SEP," Illinois Department of Commerce and Economic Opportunity, Award Number 08-431005, June 2011, amended March, 2012, $98,911.

"Wind for Schools Education and Outreach," with Matt Aldeman, Illinois Department of Commerce and Economic Opportunity, Award Number 11-025001, amended February, 2012, $111,752.

"A Proposal to Support Solar Energy Potential and Job Creation for the State of Illinois Focused on Large Scale Photovoltaic System," with Jin Jo (lead PI), Illinois Department of Commerce and Economic Opportunity, Award Number 12-025001, January 2012, $135,000.

"National Database of Utility Rates and Rate Structure," U.S. Department of Energy, Award Number DE-EE0005350TDD, 2011-2014, $850,000.

"Illinois Sustainability Education SEP," Illinois Department of Commerce and Economic Opportunity, Award Number 08-431005, June 2011, $75,000.

Grants (cont'd)

"Wind for Schools Education and Outreach," with Matt Aldeman, Illinois Department of Commerce and Economic Opportunity, Award Number 11-025001, March 2011, $190,818.

"Using Informal Science Education to Increase Public Knowledge of Wind Energy in Illinois," with Amy Bloom and Matt Aldeman, Scott Elliott Cross-Disciplinary Grant Program, February 2011, $13,713.

"Wind Turbine Market Research," with Matt Aldeman, Illinois Manufacturers Extension Center, May, 2010, $4,000.

"Petco Resource Assessment," with Matt Aldeman, Petco Petroleum Co., April, 2010 amended August 2010 $34,000; original amount $18,000.

"Wind for Schools Education and Outreach," with Anthony Lornbach and Matt Aldeman, Scott Elliott Cross-Disciplinary Grant Program, February, 2010, $13,635.

"IGA IFA/ISU Wind Due Diligence," Illinois Finance Authority, November, 2009, $8,580 amended December 2009; original amount $2,860.

"Green Industry Business Development Program, with the Shaw Group and Illinois Manufacturers Extension Center, Illinois Department of Commerce and Economic Opportunity, Award Number 09-021007, August 2009, $245,000.

"Wind Turbine Workshop Support," Illinois Department of Commerce and Economic Opportunity, June 2009, $14,900.

"Illinois Wind Workers Group," with Randy Winter, U.S. Department of Energy, Award Number DE-EE0000507, 2009-2011, $107,941.

"Wind Turbine Supply Chain Study," with J. Lon Carlson and James E. Payne, Illinois Department of Commerce and Economic Opportunity, Award Number 09-021003, April 2009, $125,000.

"Renewable Energy Team Travel to American Wind Energy Association WindPower 2009 Conference, Center for Mathematics, Science and Technology, February 2009, $3,005.

"Renewable Energy Educational Lab Equipment," with Randy Winter and David Kennell, Illinois Clean Energy Community Foundation (peer-reviewed), February, 2008, $232,600.

Grants (cont'd)

"Proposal for New Certificate Program in Electricity, Natural Gas and Telecommunications Economics," with James E. Payne, Extended Learning Program Grant, April, 2007, $29,600.

"Illinois Broadband Mapping Study," with J. Lon Carlson and Rajeev Goel, Illinois Department of Commerce and Economic Opportunity, Award Number 06-205008, 2006-2007, $75,000.

"Illinois Wind Energy Education and Outreach Project," with David Kennell and Randy Winter, U.S. Department of Energy, Award Number DE-FG36-06GO86091, 2006-2010, $990,000.

"Wind Turbine Installation at Illinois State University Farm," with Doug Kingman and David Kennell, Illinois Clean Energy Community Foundation (peer-reviewed), May, 2004, $500,000.

"Illinois State University Wind Measurement Project," Doug Kingman and David Kennell, Illinois Clean Energy Community Foundation (peer-reviewed), with August, 2003, $40,000.

"Illinois State University Wind Measurement Project," with Doug Kingman and David Kennell, NEG Micon matching contribution, August, 2003, $65,000.

"Distance Learning Technology Program," Illinois State University Faculty Technology Support Services, Summer 2002, $3,000.

"Providing an Understanding of Telecommunications Technology By Incorporating Multimedia into Economics 235," Instructional Technology Development Grant (peer-reviewed), January 15, 2001, $1,400.

"Using Real Presenter to create a virtual tour of GTE's Central Office," with Jack Chizmar, Instructional Technology Literacy Mentoring Project Grant (peer-reviewed), January 15, 2001, $1,000.

"An Empirical Study of Telecommunications Industry Forecasting Practices," with James E. Cox, College of Business University Research Grant (peer-reviewed), Summer, 1999, $6,000.

"Ownership Form and the Efficiency of Electric Utilities: A Meta-Analytic Review" with L. Dean Hiebert, Institute for Regulatory Policy Studies research grant (peer-reviewed), August 1998, $6,000.

Total Grants: $7,740,953

External Funding

Corporate Funding for Institute for Regulatory Policy Studies, Ameren ($7,500), Aqua Illinois ($7,500); Commonwealth Edison ($7,500); Exelon ($7,500); Illinois American Water ($7,500); Midcontinent ISO ($7,500); NICOR Energy ($7,500); People Gas Light and Coke ($7,500); PJM Interconnect ($7,500); Fiscal Year 2017, $67,500 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with Adrienne Ohler, Fiscal Year 2017, $18,342.

Corporate Funding for Institute for Regulatory Policy Studies, Ameren ($7,500), Aqua Illinois ($7,500); Commonwealth Edison ($7,500); Exelon ($7,500); Illinois American Water ($7,500) ITC Holdings ($7,500); Midcontinent ISO ($7,500); NICOR Energy ($7,500); People Gas Light and Coke ($7,500); PJM Interconnect ($7,500); Fiscal Year 2017, $75,000 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with Adrienne Ohler, Fiscal Year 2016, $19,667.

Corporate Funding for Energy Learning Exchange, Calendar Year 2016, $53,000.

Corporate Funding for Institute for Regulatory Policy Studies, Ameren ($7,500), Aqua Illinois ($7,500); Commonwealth Edison ($7,500); Exelon/Constellation NewEnergy ($7,500); Illinois American Water ($7,500) ITC Holdings ($7,500); Midcontinent ISO ($7,500); NICOR Energy ($7,500); People Gas Light and Coke ($7,500); PJM Interconnect ($7,500); Utilities, Inc. ($7,500) Fiscal Year 2016, $82,500 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with Adrienne Ohler, Fiscal Year 2015, $15,897.

Corporate Funding for Institute for Regulatory Policy Studies, Ameren ($7,500), Alliance Pipeline ($7,500); Aqua Illinois ($7,500); AT&T ($7,500);Commonwealth Edison ($7,500); Exelon/Constellation NewEnergy ($7,500); Illinois American Water ($7,500) ITC Holdings ($7,500); Midcontinent ISO ($7,500); NICOR Energy ($7,500); People Gas Light and Coke ($7,500); PJM Interconnect ($7,500); Fiscal Year 2015, $90,000 total.

Corporate Funding for Energy Learning Exchange, Calendar Year 2014, $55,000.

Workshop Surplus for Institute for Regulatory Policy Studies, with Adrienne Ohler, Fiscal Year 2014, $12,381.

External Funding (cont'd)

Corporate Funding for Institute for Regulatory Policy Studies, Ameren ($7,500), Alliance Pipeline ($7,500); Aqua Illinois ($7,500); AT&T ($7,500);Commonwealth Edison ($7,500); Constellation NewEnergy ($7,500); Illinois American Water ($7,500) ITC Holdings ($7,500); Midwest Energy Efficiency Alliance ($4,500); Midwest Generation ($7,500); MidWest ISO ($7,500); NICOR Energy ($7,500); People Gas Light and Coke ($7,500); PJM Interconnect ($7,500); Fiscal Year 2014, $102,000 total.

Corporate Funding for Energy Learning Exchange, Calendar Year 2013, $53,000.

Workshop Surplus for Institute for Regulatory Policy Studies, with Adrienne Ohler, Fiscal Year 2013, $17,097.

Corporate Funding for Institute for Regulatory Policy Studies, Ameren ($7,500), Alliance Pipeline ($7,500); Aqua Illinois ($7,500); AT&T ($7,500);Commonwealth Edison ($7,500); Constellation NewEnergy ($7,500); Illinois American Water ($7,500) ITC Holdings ($7,500); Midwest Generation ($7,500); MidWest ISO ($7,500); NICOR Energy ($7,500); People Gas Light and Coke ($7,500); PJM Interconnect ($7,500); Fiscal Year 2013, $97,500 total.

Corporate Funding for Illinois Wind Working Group, Calendar Year 2012, $29,325.

Workshop Surplus for Institute for Regulatory Policy Studies, with Adrienne Ohler, Fiscal Year 2012, $16,060.

Corporate Funding for Institute for Regulatory Policy Studies, Alliance Pipeline ($7,500); Aqua Illinois ($7,500); AT&T ($7,500);Commonwealth Edison ($7,500); Constellation NewEnergy ($7,500); Illinois American Water ($7,500) ITC Holdings ($7,500); Midwest Generation ($7,500); MidWest ISO ($7,500); NICOR Energy ($7,500); People Gas Light and Coke ($7,500); PJM Interconnect ($7,500); Fiscal Year 2012, $90,000 total.

Corporate Funding for Illinois Wind Working Group, Calendar Year 2011, $57,005.

Workshop Surplus for Institute for Regulatory Policy Studies, with Adrienne Ohler, Fiscal Year 2011, $13,562.

Corporate Funding for Institute for Regulatory Policy Studies, Alliance Pipeline ($7,500); Aqua Illinois ($7,500); AT&T ($7,500);Commonwealth Edison ($7,500); Constellation NewEnergy ($7,500); Illinois American Water ($7,500) ITC Holdings ($7,500); Midwest Generation ($7,500); MidWest ISO ($7,500); NICOR Energy ($7,500); People Gas Light and Coke ($7,500); PJM Interconnect ($7,500); Fiscal Year 2011, $90,000 total.

External Funding (cont'd)

Corporate Funding for Center for Renewable Energy, Calendar Year 2010, $50,000.

Corporate Funding for Illinois Wind Working Group, Calendar Year 2010, $49,000.

Workshop Surplus for Institute for Regulatory Policy Studies, with Lon Carlson, Fiscal Year 2010, $17,759.

Corporate Funding for Institute for Regulatory Policy Studies, Alliance Pipeline ($7,500); Ameren ($7,500); AT&T ($7,500);Commonwealth Edison ($7,500); Constellation NewEnergy ($7,500); ITC Holdings ($7,500); Midwest Generation ($7,500); MidWest ISO ($7,500); NICOR Energy ($7,500); People Gas Light and Coke ($7,500); PJM Interconnect ($7,500); Fiscal Year 2010, $82,500 total.

Corporate Funding for Illinois Wind Working Group, Calendar Year 2009, $57,140.

Workshop Surplus for Institute for Regulatory Policy Studies, with Lon Carlson, Fiscal Year 2009, $21,988.

Corporate Funding for Institute for Regulatory Policy Studies, Alliance Pipeline ($7,500); Ameren ($7,500); AT&T ($7,500);Commonwealth Edison ($7,500); Constellation NewEnergy ($7,500); MidAmerican Energy ($7,500); Midwest Generation ($7,500); MidWest ISO ($7,500); NICOR Energy ($7,500); People Gas Light and Coke ($7,500); PJM Interconnect ($7,500); Fiscal Year 2009, $82,500 total.

Corporate Funding for Center for Renewable Energy, Calendar Year 2008, $157,500.

Corporate Funding for Illinois Wind Working Group, Calendar Year 2008, $38,500.

Workshop Surplus for Institute for Regulatory Policy Studies, with Lon Carlson, Fiscal Year 2008, $28,489.

Corporate Funding for Institute for Regulatory Policy Studies, Alliance Pipeline ($5,000); Ameren ($5,000); AT&T ($5,000);Commonwealth Edison ($5,000); Constellation NewEnergy ($5,000); MidAmerican Energy ($5,000); Midwest Generation ($5,000); MidWest ISO ($5,000); NICOR Energy ($5,000); Peabody Energy ($5,000), People Gas Light and Coke ($5,000); PJM Interconnect ($5,000); Fiscal Year 2008, $60,000 total.

External Funding (cont'd)

Corporate Funding for Illinois Wind Working Group, Calendar Year 2007, $16,250.

Workshop Surplus for Institute for Regulatory Policy Studies, with Lon Carlson, Fiscal Year 2007, $19,403.

Corporate Funding for Institute for Regulatory Policy Studies, AARP ($3,000), Alliance Pipeline ($5,000), Ameren ($5,000); Citizens Utility Board ($5,000); Commonwealth Edison ($5,000); Constellation NewEnergy ($5,000); MidAmerican Energy ($5,000); Midwest Generation ($5,000); MidWest ISO ($5,000); NICOR Energy ($5,000); Peabody Energy ($5,000), People Gas Light and Coke ($5,000); PJM Interconnect ($5,000); SBC ($5,000); Verizon ($5,000); Fiscal Year 2007, $73,000 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with Lon Carlson, Fiscal Year 2006, $13,360.

Corporate Funding for Institute for Regulatory Policy Studies, AARP ($1,500), Alliance Pipeline ($2,500), Ameren ($5,000); Citizens Utility Board ($5,000); Commonwealth Edison ($5,000); Constellation NewEnergy ($5,000); DTE Energy ($5,000); MidAmerican Energy ($5,000); Midwest Generation ($5,000); MidWest ISO ($5,000); NICOR Energy ($5,000); Peabody Energy ($2,500), People Gas Light and Coke ($5,000); PJM Interconnect ($5,000); SBC ($5,000); Verizon ($5,000); Fiscal Year 2006, $71,500 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with L. Dean Hiebert, Fiscal Year 2005, $12,916.

Corporate Funding for Institute for Regulatory Policy Studies, with L. Dean Hiebert, AmerenCIPS ($5,000); Citizens Utility Board ($5,000); Commonwealth Edison ($5,000); Constellation NewEnergy ($5,000); Illinois Power ($5,000); MidAmerican Energy ($5,000); Midwest Generation ($5,000); MidWest ISO ($5,000); NICOR Energy ($5,000); People Gas Light and Coke ($5,000); PJM Interconnect ($5,000); SBC ($2,500); Verizon ($2,500); Fiscal Year 2005, $60,000 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with L. Dean Hiebert, Fiscal Year 2004, $17,515.

Corporate Funding for Institute for Regulatory Policy Studies, with L. Dean Hiebert, AmerenCIPS ($5,000); Commonwealth Edison ($5,000); Constellation NewEnergy ($5,000); Illinois Power ($5,000); MidAmerican Energy ($5,000); Midwest Generation ($5,000); NICOR Energy ($5,000); People Gas Light and Coke ($5,000); PJM Interconnect ($5,000); Fiscal Year 2004, $45,000 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with L. Dean Hiebert, Fiscal Year 2003, $8,300.

External Funding (cont'd)

Corporate Funding for Institute for Regulatory Policy Studies, with L. Dean Hiebert, AmerenCIPS ($5,000); AT&T ($2,500); Commonwealth Edison ($5,000); Illinois Power ($5,000); MidAmerican Energy ($5,000); NICOR Energy ($5,000); People Gas Light and Coke ($5,000); Fiscal Year 2003, $32,500 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with L. Dean Hiebert, Calendar Year 2002, $15,700.

Corporate Funding for Institute for Regulatory Policy Studies, with L. Dean Hiebert, AmerenCIPS ($2,500); AT&T ($5,000); Commonwealth Edison ($2,500); Illinois Power ($2,500); MidAmerican Energy ($2,500); NICOR Energy ($2,500); People Gas Light and Coke ($2,500); Calendar Year 2002, $17,500 total.

Corporate Funding for International Communications Forecasting Conference, National Economic Research Associates ($10,000); Taylor Nelson Sofres Telecoms ($10,000); Calendar Year 2002, $20,000 total

Corporate Funding for Institute for Regulatory Policy Studies, with L. Dean Hiebert, AmerenCIPS ($5,000); AT&T ($5,000); Commonwealth Edison ($5,000); Illinois Power ($5,000); MidAmerican Energy ($5,000); NICOR Energy ($5,000); People Gas Light and Coke ($5,000); Calendar Year 2001, $35,000 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with L. Dean Hiebert, Calendar Year 2001, $19,400.

Corporate Funding for International Communications Forecasting Conference, National Economic Research Associates ($10,000); Taylor Nelson Sofres Telecoms ($10,000); SAS Institute ($10,000); Calendar Year 2001, $30,000 total.

Corporate Funding for Institute for Regulatory Policy Studies, with L. Dean Hiebert, AmerenCIPS ($5,000); AT&T ($5,000); Commonwealth Edison ($5,000); Illinois Power ($5,000); MidAmerican Energy ($5,000); NICOR Energy ($5,000); People Gas Light and Coke ($5,000); Calendar Year 2000, $35,000 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with L. Dean Hiebert, Calendar Year 2000, $20,270.

Corporate Funding for International Communications Forecasting Conference, National Economic Research Associates ($10,000); Taylor Nelson Sofres Telecoms ($10,000); Calendar Year 2000, $20,000 total.

External Funding (cont'd)

Corporate Funding for Institute for Regulatory Policy Studies, with L. Dean Hiebert, AmerenCIPS ($5,000); AT&T ($5,000); Commonwealth Edison ($5,000); Illinois Power ($5,000); MidAmerican Energy ($5,000); NICOR Energy ($5,000); People Gas Light and Coke ($5,000); Calendar Year 1999, $35,000 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with L. Dean Hiebert, Calendar Year 1999, $10,520.

Corporate Funding for International Communications Forecasting Conference, National Economic Research Associates ($10,000); PNR Associates ($10,000); Calendar Year 1999, $20,000 total.

Corporate Funding for Institute for Regulatory Policy Studies, with L. Dean Hiebert, AmerenCIPS ($5,000); CILCO ($5,000); Commonwealth Edison ($5,000); Illinois Power ($5,000); MidAmerican Energy ($5,000); People Gas Light and Coke ($5,000); Calendar Year 1998, $30,000 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with L. Dean Hiebert, Calendar Year 1998, $44,334.

Corporate Funding for International Communications Forecasting Conference, National Economic Research Associates ($10,000); PNR Associates ($10,000); Calendar Year 1998, $20,000 total.

Corporate Funding for Institute for Regulatory Policy Studies, with L. Dean Hiebert, AmerenCIPS ($5,000); CILCO ($5,000); Commonwealth Edison ($5,000); Illinois Power ($5,000); MidAmerican Energy ($5,000); People Gas Light and Coke ($5,000); Calendar Year 1997, $30,000 total.

Workshop Surplus for Institute for Regulatory Policy Studies, with L. Dean Hiebert, Calendar Year 1997, $19,717.

Total External Funding: $2,492,397

XI. Erratum/ Corrigendum

p. 8 A previous version of this report erroneously listed the county population density as 27.3. The correct population density for Morgan County is 62.5 and it has been corrected in this version of the report.

This correction does not change the fact that Morgan County is less densely populated than the State of Illinois as a whole. This error is in a section of background information on Morgan County and not in the analysis on economic impacts or tax revenue. Further, this number was NOT used in the analysis on economic impacts or tax revenue and no further adjustments need to be made to any of the results or conclusions.

Strategic Economic Research, LLC

Economic Impact Analysis for
Lincoln Land Wind Project
in Morgan County, IL

Appendix 6 – Community Grants Program

Lincoln Land Wind Community Grant Program

Apex Clean Energy is pleased to support educators, entrepreneurs, and changemakers in the Sangamon and Morgan County community. One small way we can do this is by giving back through the Lincoln Land Wind Community Grant program. Through its grant program, Lincoln Land Wind's primary has become a strong community partner to which many programs, non-profit organizations have turned to assist with pressing community needs, help enrich lives, and make a meaningful impact in Morgan county.

Our goal continues to be to fund projects and programs which build healthy communities, create economic opportunity, encourage environmental sustainability and promote education. Following are the four categories awarded grants fall into:

A) **Building Healthy Communities**:
Programs that support good government, open communication, citizen resources, and/or enhance the quality of life in the community. Applicants must demonstrate how the program or event contributes to these social goals.

B) **Economic Development**:
Apex Clean Energy supports and encourages the entrepreneurial spirit. It is part of our mission to serve as a catalyst for economic opportunity and development within the communities where we operate.

C) **Environmental Sustainability**:
Programs that possess a strong link to environmental revitalization, sustainability, or education thereof, empower residents to be stewards of the environment, and/or encourage partnerships to address environmental concerns and sustainability. Participating organizations must have a credible record of success in environmental performance.

D) **Promoting Education**:
Programs that support educational institutions, the advancement of science, technology, engineering, and math (STEM), and training programs for careers in the wind industry. This may include curriculum development, literacy, school readiness, and other initiatives that help students grow into young leaders. Vocational training institutions that help build a skilled workforce are also included and encouraged to apply.

Apex Clean Energy is proud to be a part of an industry bringing economic opportunity to rural America, which has not always shared in the economic investment urban and suburban communities have benefitted from during the most recent economic recovery

Below is an overview of the grants and sponsorships made by Lincoln Land Wind since the summer of 2018 to organizations operating in Morgan County. Of course, most grant awards fit into more than one category.

Lincoln Land Wind made multiple grants **to Franklin School District** to fund student activities and new technologies, including:

- The 2019's high school **freshman class holiday music festival**;

- Purchase of a **programmable ball robot** designed to teach basic programming to elementary students and allow teachers to incorporate STEM-themed lessons into their daily plans;
- Franklin Junior High's **March to Memphis,** which allows 7th and 8th grade students to learn about civil rights and black history.
- Lincoln Land's support of student athletic activities included **a three on three Basketball tournament,** the **South County Vipers Girls' Vipers Volleyball**; **physical education equipment** for the elementary school; and the **Girls Cross Country Track Team.**
- Purchase and installation of **Electronic blackboards** and **white boards** to enable teachers to bring class lessons to life.
- Purchase of a **new fume hood for the chemistry classroom** to enable Franklin High School to add a second-level chemistry. By providing needed ventilation, the new fume hood is protecting students from fumes as they advance their understanding of chemistry.

Supporting students throughout Morgan County is important to the Lincoln Land Wind team. Many organizations which provide or advance youth education offered us the opportunity to fund their good work:

- One grant award allowed us to honor our friend and Lincoln Land landowner **Donald** and his wife **Gene Ann (Woodson) Johnson.** Both were graduates of **Routt Catholic High School,** and so were proud to make a gift to fund **renovations of the high school lab facilities**. Routt's science teachers were planned the new labs to create an environment conducive to maximum student engagement and learning.
- The Journal Courier hosted an **awards banquet for high school students** from every school in Morgan County. Area colleges coalesced around the event and provided scholarships which were given in recognition of outstanding scholarship and as an incentive to attend college.
- Each year since 2014 the **Jacksonville Promise** raises money to provide scholarships to Jacksonville students to attend local schools. By donating to the 2019 dinner, the Lincoln Land team helped organizers increase the amount of money they raised.
- Organizations like **the Future Farmers of America** play an important role in educating young people not only in agriculture, but in leadership. We were proud to provide a scholarship for one student to attend the National FFA Washington Leadership Conference.

In addition to funding educational programs the Lincoln Land team made a series of grants to organizations which improve the quality of life. These included:

- **Alexander Volunteer Fire Department** serves the unincorporated Village of Alexander as well as surrounding communities in an emergency. Seconds count during an emergency response. In the event of an electric outage, the fire hall's garage doors must be opened manually which adds minutes to response time. **This grant will fund the purchase and installation of a generator to ensure the fire hall has electric service at all times.** Not only will this enable the fire company to respond quickly, but allow the fire hall to be used as a community warming center.

- **Prairie Land United Way** to assist with youth camps, adult services, emergency services, education, crisis intervention, and child development in Morgan County. As Executive Director Karen Walker stated, “These dollars will go a long way to helping us to improve education, health and income of area residents in 2019, and our longer-term goal of building strong communities,” We are proud to be able to support Prairie Land United Way again in 2020.

- **Village of Franklin** to improve safety by funding the **purchase and installation of rubber mulch at the Franklin playground**. The playground is used by residents and visitors and by the children that attend the Franklin elementary school. According to Franklin officials, this grant was a triple win. By using a recycled material, it helped the environment, made the playground safer for children and reduced maintenance costs.

- Lincoln Land Wind funded in 2018, 2019 and continues to fund in 2020 the hard work of civic organizations, including the **Jacksonville Kiwanis** and **Franklin Lions Clubs**. By sponsoring events hosted by these organizations we provided for **youth activities** and community events like the **Franklin Burgoo** and **July 4 fireworks.**

- When you hear about the **Alzheimer Foundation**, you likely think of a national organization. We know that organization’s like these have a local arm which reaches families dealing with the challenges presented by diseases like Alzheimers. That is why we were proud to sponsor the **Jacksonville Walk to End Alzheimers in 2019 and are again sponsoring the 2020 walk.**

- No Morgan County event is more excitedly anticipated than the **Morgan County Fair** and we have been proud sponsors since coming to the area. But what the Lincoln Land Team has most enjoyed is participating in the **4-H auction**. In 2018 and 2019 each the Lincoln Land Wind project has enjoyed supporting the auction to buy animals which were raised by area youth and served to **showcase their skills in raising and showing farm animals.**

- Since 1948, the **Western Illinois Youth Camp** has provided outdoor experiences to the young and young at heart. It hosts day and overnight camps throughout the summer for school-aged children in Jacksonville and the surrounding area. WIYC also hosts Camp Courage, a weeklong overnight camp for persons with special needs. **The Lincoln Land team is proud to be a part of the effort to keep the camp thriving by providing a grant to improve the facilities.**

- **New Directions Warming & Cooling Center is an emergency homeless shelter for men, women, & children** that provides a safe place to stay, showers, laundry, and an evening meal to homeless members of the community. They receive no state or federal funding, but instead rely on support from local churches, businesses, and individuals. We are proud to support their work helping individuals and families regain their independence.

Morgan County is fortunate to have many residents who care deeply about the environment and resident’s access to nature. We are proud to have supported some of their efforts, including:

- The **Jacksonville Park Foundation** is pursuing its mission to promote recreation, physical activity, and community-wide health by supporting efforts to change the social and physical environment of the Jacksonville community by bringing together the resources of multiple community partners. We were glad to join in the effort by providing a grant for its **community garden initiative**.

- The **Friends of Sangamon Valley** has been preserving the Sangamon Valley's natural heritage by acquiring, restoring and protecting ecologically significant lands in the watershed. When they came to us with a project that would them to **finish a 25-acre plantings of the project and monitor the effects of the wetland bio-filtration removing nitrogen and other farm chemical runoff**, we said YES! and provided a grant to help fund the effort.

Appendix 7 – Decommissioning Plan

Westwood

DECOMMISSIONING PLAN

Lincoln Land Wind Power

Morgan County, Illinois

January 2020

Prepared For:

Lincoln Land Wind, LLC
8665 Hudson Boulevard North
Suite 110
Lake Elmo, MN 55042

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1.0 INTRODUCTION / PURPOSE

The Lincoln Land Wind Project (the "Facility") is a wind power generation project proposed by Lincoln Land Wind, LLC (the "Applicant"[1]) in Morgan County, Illinois. The Facility includes the construction of permanent facilities of 107 GE 127 meter rotor turbines with a 114 meter hub height, or 100 GE 140 meter rotor turbines with an 89 meter hub height, or 72 Vestas V150 turbines with a 105 meter hub height, or 63 Nordex N149 turbines with a 108 meter hub height, access roads, met towers, a substation, underground collection lines, and an operation and maintenance (O&M) facility. The capacities of the turbines are 2.82 MW, 3.03 MW, 4.2 MW and 4.8 MW respectively for a project capacity of 302 MW. The decommissioning cost vary with the number of turbines, length of access roads, length of collection system, length of crane paths, and other quantities, so pricing was developed for all four options.

The purpose of this "Decommissioning Plan" (and its succeeding and revised Decommissioning Plans, (the "Plans") is to describe the means and methods that can be used to remove project facilities, and reclaim, restore, and return the land altered during the construction and operation of the wind project to its predevelopment condition to the extent feasible. The Plans identify components which may be removed, and the areas that may be restored once the Facility has been abandoned, not operated for twelve consecutive months, or when the Facility has surpassed the useful lifespan of the turbines and facilities. This includes the disrepair of individual turbines which may pose a health or safety issues. The useful life of commercial size turbines is generally considered to be 30 years.

Applicant acknowledges that decommissioning is accomplished at Applicant's (and its successors-in-interest and assigns) expense. Applicant also commits that if Applicant does not complete decommissioning within the time specified, Morgan County may take action as necessary to complete decommissioning, including drawing on the financial assurance.

The Decommissioning Plan will be updated and re-filed with the Morgan County Board every five years after the initial ten (10) years of operation. The revised plans will reflect advancements in construction techniques, reclamation equipment, and standards. The decommissioning cost estimate will also be revised every five years to reflect the changes in the costs.

2.0 PROPOSED FUTURE LAND USE

Prior to the development of the Facility, the land use in the areas affected by development was primarily agricultural land planted with row crops. After affected areas are decommissioned, these areas will be returned to their predevelopment condition.

3.0 ENGINEERING TECHNIQUES

Decommissioning includes several phases and activities such as:

- Preparation of crane paths to accommodate movement of large industrial cranes to and from each turbine location;
- Preparation of crane pads for removal of turbine components;

[1] As set forth in the Morgan County, Illinois Wind Energy Conversion Systems Siting Regulations Ordinance (Ordinance 2019-10 (the "Ordinance"), "Applicant" means the entity who submits to Morgan County, pursuant to Article V (Siting Approval Permit Application) of this Ordinance, an application for siting and operation of any WECS or Substation. All references to Applicant in this Ordinance shall include Applicant's successors-in-interest and assigns, which includes a WECS Permittee..

- Removal of above ground components (turbines, transformers, met towers, substation, and possibly the operation and maintenance facility);
- Removal of turbine, transformer, met tower, substation, and O&M building foundations to a depth of five (5) feet;
- Removal of underground collection system and fiber optic cables to a depth of five (5) feet;
- Removal of access roads (unless the landowners request the roads to remain) and crane paths;
- Restoration of crane paths and access roads, including decompaction;
- Reclamation, re-grading, and restoration of disturbed areas including top soil reapplication and decompaction of soils;
- Application of necessary sediment and erosion controls during and following decommissioning; and
- Repair of public roads and culverts to pre-decommissioning condition.

During decommissioning, participating landowners will be consulted to determine the scope and extent of reclamation work to be completed. Some Facility infrastructure such as the access roads may be left in place at the landowner's requests. Underground utility lines deeper than five (5) feet below ground may be left in place to minimize land disturbance and associated impacts to future agricultural land use.

Decommissioning will include the removal and transportation of all turbine components and debris from the Facility site. Decommissioning will also include the removal of cabling, electrical components, access roads, and any other associated facilities in the manner described in the Plan, unless otherwise agreed upon by Applicant and the applicable landowner. All dismantling, removal, recycling, and disposal of materials generated during decommissioning will comply with rules, regulations, and prevailing laws at the time decommissioning is initiated, and will use approved local or regional disposal or recycling sites as available. Recyclable materials will be recycled to the furthest extent practicable. Non-recyclable materials will be disposed of in accordance with state and federal law.

There are no known hazardous materials contemplated for incorporation in the Facility with the exception of certain oils and fluids described in the section on the O&M facility. During decommissioning the then current regulations for identifying, handling, and disposing of hazardous materials will be followed.

3.1 DECOMMISSIONING

Public Road Modifications and Removal

Temporary turning radius modifications are not expected be needed for decommissioning as turbines that have reached the end of useful life have scrap value, but little resale value. Transportation of the turbine components off-site will be accomplished using conventional over the road trucks. Following removal of the decommissioned turbine components, any turning radius modifications required for decommissioning will be removed and any disturbed areas will be restored to preconstruction condition using thorough decompaction techniques and re-application of topsoil. After all hauling activities are complete the public roads will be restored to pre-decommissioning condition, or a payment for road life consumed will be made.

Crane Path Preparation and Removal

To facilitate the movement of the large industrial cranes used to disassemble the turbines, crane paths will be required between the turbine sites. A crane path network was designed for the construction of the wind project. The same corridors are likely to be used for decommissioning. Some turbine access roads may be temporarily widened from their operational width of 16 feet to approximately 36 feet wide, by compacting in place soils to create crane shoulders on roads that were configured to accommodate crane travel during the construction of the Facility. Preparations include compaction of the native soils, construction of temporary road crossings, and construction of crane mat crossings, low water crossings, and/or temporary culverts to cross streams. Following disassembly of the wind turbines, the temporary crossings will be removed and the crossing areas will be restored to pre-decommissioning conditions. The soil on the crane paths will be decompacted and restored to a tillable condition.

Crane Pad Preparation, Removal, and Restoration

A 40 foot by 80 foot crane pad will be prepared at each turbine location to be used during dismantling of the turbines. Temporary alteration of turbine pads may be necessary to facilitate crane movements during decommissioning of above-ground turbine components. If such alteration is necessary, topsoil from the additional disturbed areas will be stripped and isolated, for re-application after turbines have been dismantled and crane pads removed. After removal of all turbine components, the crane pad area will be removed by excavating any granular materials placed during the initial construction of the crane pad. Disturbed areas will be restored to pre-construction condition by re-grading the area, reapplying topsoil, and de-compacting the subsoil and topsoil. See section 3.2 for additional information on reclamation and restoration.

Wind Turbine Removal

Each turbine consists of four (4) or five (5) steel tower segments, nacelle, rotor and hub assembly, and three blades. The turbine disassembly will be accomplished using large industrial cranes. If it is not cost effective to resell the turbines, the components will be processed on site into sizes which conform to scrap metal recycling requirements. The materials can then be sold for scrap material value and recycled. The tower sections, in particular, represent a substantial amount of high quality steel materials. The processed scrap materials will be loaded on tractor-trailers and removed from the site to a prearranged receiving location, or directly to a recycling or disposal facility. If the components are resold, the individual components will be loaded onto turbine transport vehicles similar to the vehicles originally used to deliver the turbine parts.

Turbine Foundation Removal and Restoration

Turbine foundations are fabricated of concrete and rebar. Topsoil and aggregate from the area surrounding the foundations will be stripped, segregated, and stockpiled near the work site for to reapplication during restoration. The turbine foundation will be exposed using backhoes, bulldozers, or other earth moving equipment. The pedestal (upper part of the turbine foundation) will be removed to a depth of five (5) feet below the final ground surface. Demolition of mass concrete is generally accomplished using hydraulic hammers mounted on a backhoe or similar equipment (hoe ram), or by the use of expansive chemicals placed in holes drilled in the concrete. Concrete and rebar will be broken into manageable-sized pieces and loaded into dump trucks to be hauled off site for recycling as aggregate or disposal.

Following the removal of turbines and foundation pedestals, the resulting voids will be backfilled with clean native subsoils and compacted to a density similar to surrounding subsoils (typically approximately 90% of the fill material's standard Proctor density). Topsoil will then be reapplied to the site and graded to blend with the surrounding grade and preserve pre-existing drainage

patterns. The soil and topsoil will be decompacted to a minimum depth of 18 inches and restored to a tillable pre-construction condition, or re-seeded to promote re-vegetation. If necessary, the site will be temporarily or permanently re-vegetated, depending upon location, time of year, and anticipated post-decommissioning land use. Any drain tile lines damaged during removal and restoration of turbine foundation areas will be repaired to ensure drainage is maintained.

Access Road/Met Tower Road Removal and Restoration

Access roads will be removed or left in place based on the individual landowner's request. Removal of access roads will entail removal of the road base aggregate and any other materials used for constructing the roads. During removal, the topsoil adjacent to both sides of the roads will be stripped and stockpiled in a windrow paralleling the road. The road base materials will then be removed by bulldozers and wheeled loaders, or backhoes, and hauled off site in dump trucks to be recycled or disposed at an off-site facility. On site processing may allow much of the aggregate to be re-used to improve public roads. The decommissioning contractor will also likely seek disposal opportunities for clean fill from nearby landowners to reduce hauling and disposal costs. If geotextile fabric was utilized under the aggregate base, it will be removed and disposed of in a landfill off-site. The access road removal will proceed from the turbine area to the public roads to limit tracking and provide a stable access during removal. Following removal, topsoil will be reapplied and graded to blend with surrounding contours to promote pre-construction drainage patterns. Topsoil to cover the access roads, turbine rings, and met tower rings will be acquired from the areas where it was stockpiled (or wasted) during the original construction. Since topsoil stayed with each landowner in the construction of the wind farm there will be adequate topsoil to restore each area to its pre-construction condition. The soil and topsoil will then be decompacted to a minimum depth of 18 inches and restored to pre-construction tillable condition or re-vegetated.

Underground Electrical Collection Lines

The electrical cables and fiber optic conduits are installed at a depth of a minimum of 4 feet (by plan), and contain no material known to be harmful to the environment. The only exception is cables entering ground mounted transformers and junction boxes. Accordingly, the majority of underground cables will be left in place, non-functional. Any cable at a depth of less than five (5) feet will be removed. Following cable, junction box, and route marker removals, disturbed areas will be restored by the restoration methods described above for access roads, including the reapplication of topsoil to match the surrounding grade and preserve or promote pre-existing drainage patterns. Soil and topsoil will be decompacted to a minimum depth of 18 inches.

Overhead Electrical Collection Lines

The Project substation is located adjacent to an existing transmission line, resulting in a short (single span) overhead transmission line. All poles, conductors, switches and lines associated with this interconnection link will be removed and hauled off site to a recycling facility or disposal site. Pole foundation holes will be filled with a suitable clean compactable material. Topsoil will be applied and the areas and re-vegetated to a pre-construction condition. The interconnection substation will be owned by transmission line owner so the scope of the interconnect facility decommissioning is not included with the Wind Farm.

Substation

All steel framing, conductors, switch gear, transformers, security fence and other components of the step-up facility will be disassembled and recycled or reused off-site. Foundations and underground components will be removed to a depth of five (5) feet. The rock base will be removed using bulldozers and wheeled loaders or backhoes. The material will be hauled from the site using dump trucks to be recycled or disposed at an off-site facility. Permanent storm water treatment facilities, such as retention basins, will be removed. Topsoil will be reapplied to blend with the surrounding grade to promote pre-construction drainage patterns. Soil and topsoil will be decompacted to a minimum depth of 18 inches and the site will be restored to the pre-construction tillable condition or re-vegetated.

Operations and Maintenance Facility

The Lincoln Land wind project may rent an existing building, or construct a new building for its O&M building. If the building is leased, possession will be returned to the owner at the end of the project.

Hydraulic oil and lubricants will be stored in the building during operation of the wind project. The project will have a Spill Prevention Control and Countermeasure plan in place during operations that will require immediate clean-up of any spilled hazardous materials, so the cleanup of any hazardous materials is an operating cost and not a decommissioning cost.

The O&M facility, if constructed will likely be a sturdy, general purpose, steel building. Buildings have a longer useful life than wind turbines so the building will not likely be at the end of its useful life when the Facility is decommissioned. Decommissioning will consist either of the sale of the building, the donation of the facility, or the demolition and removal of the structure, foundation, and rock base parking lot and associated storm water treatment facilities. If demolition is undertaken, all associated materials, concrete and rock will be removed from site using backhoes and bulldozers, and hauled off site in dump trucks. All materials which are able to be recycled will be brought to an approved facility. The remaining materials will be disposed of at an approved landfill. Topsoil will be reapplied to the site and graded to blend with the surrounding grade to promote existing drainage patterns. The topsoil will be decompacted to a minimum depth of 18 inches and restored to a pre-construction tillable condition or re-vegetated.

3.2 RECLAMATION

In addition to the reclamation activities described above for each decommissioning activity, all unexcavated areas compacted by equipment and activity during the decommissioning will be decompacted to a depth of 18 inches or to a depth as needed to ensure proper density of topsoil consistent and compatible with the surrounding area and associated land use. All materials and debris associated with the Facility decommissioning will be removed and properly recycled or disposed of at off-site facilities.

As necessary, the topsoil will be stripped and isolated prior to removal of structures and facilities for reapplication to promote future land use activities. The topsoil will be reapplied following backfill, as necessary, and graded to blend with adjacent contours to maintain pre-construction drainage patterns. The topsoil reapplied will be free from rocks larger than four inches and will not contain debris from decommissioning. Decompaction of the soil and topsoil will be done to a minimum depth of 18 inches. If the area is not going to be used for crops, the topsoil will then be re-vegetated using seed mixes approved by the local Farm Service Agency, Soil and Water Conservation District, or Natural Resource Conservation Service. Temporary erosion protection such as mulch, hydromulch or erosion control blanket will be applied in accordance with the requirements of the project Storm Water Pollution Prevention Plan (SWPPP).

4.0 BEST MANAGEMENT PRACTICES (BMPs)

During decommissioning, erosion and sediment control BMPs will be implemented to minimize potential for sedimentation of surface waters and waters of the state. Because decommissioning will entail disturbance to more than one acre of soil, Applicant will prepare a Storm Water Pollution Prevention Plan (SWPPP) and process a National Pollutant Discharge Elimination System (NPDES) permit prior to initiating soil disturbing activities. Potential BMPs are described below are examples which will be subject to refinement in the SWPPP. The decommissioning team will review the permitting requirements at the time of decommissioning, and obtain any other necessary permits, which may include a U.S. Army Corps of Engineers Section 404 Permit to Discharge Dredged or Fill Material. Because virtually all of the project area is currently used to raise crops exposed soil is a common condition and only minor erosion and sediment control is expected.

4.1 EROSION CONTROL

Erosion control measures are described generally here, but will be refined based on the standard of practice current at the time the SWPPP is developed for decommissioning. All disturbed areas without permanent impermeable or gravel surfaces, or planned for use as crop land, will be vegetated for final stabilization. All slopes steeper than 4:1 should be protected with erosion control blankets. Restoration should include seed application prior to application of the blanket. All slopes 4:1 or flatter should be restored with seed and mulch, which will be disc anchored.

Project Phasing/Design BMP: Time periods during which disturbed soils are exposed should be minimized the degree possible. Stabilization of soils will generally be accomplished immediately following decommissioning of the access roads, turbine sites, electrical and fiber optic cables, step-up substation, and O&M facilities. Where this is not possible, temporarily exposed soils will be temporarily stabilized with vegetation in accordance with the SWPPP for decommissioning.

Erosion Control Blankets and Seed BMP: Erosion control blanket (double sided netting with wood fiber or weed-free straw fiber blanket) will be used as temporary stabilization for areas of slopes steeper than 4:1 and for areas of concentrated flow, such as ditches, swales, and similar areas around culverts. Seed will be applied in these areas with the blanket for temporary and/or permanent vegetative growth as necessary. The SWPPP developed for decommissioning will provide detailed specifications for erosion control blankets to be used under various slope and drainage conditions.

Ditch/Channel Protection: Where new channels are formed, as in the case of culverts removed from access roads and the removal of low water crossings, the resulting channel will be protected with erosion control blankets as described in the section above.

Surface Roughening: Surface roughening or slope tracking is the act of running a dozer or other heavy tracked equipment perpendicular to the grade of disturbed slopes with a grade of 3H:1V and steeper with a continuous length of 75 feet or greater. The tracks will provide a rough surface to decrease erosion potential during an interim period until a smooth grade, seed and erosion control blanket can be applied.

Temporary Mulch Cover and Seed BMP: Temporary mulch cover (wood fiber to resist loss from grazing by wildlife or domestic animals) will be applied at a rate of two tons per acre to provide temporary erosion protection of exposed soils areas with slopes flatter than or equal to 3:1. Seed will be applied with the mulch for temporary and/or permanent vegetative growth as called for in the SWPPP. Mulch will be used for all soil types where slopes are flatter than 3:1

and no significant concentrated flows are present. The mulch will be disc-anchored to the soil to keep it from blowing away. The mulch prohibits the impact of the rain drop from dislodging soil and subsequently carrying the soil away during sheet drainage. In sandy soils tackifier may be used to assist the disc anchoring if the mulch cannot be secured to the sandy soils.

Soil Stockpiles: Topsoil that is stripped from the construction site and base materials will be stockpiled on site. Stockpile areas will be located in areas that will not interfere with the decommissioning activities, and be located away from pavement, site drainage routes, or other areas of concentrated flow. Stockpiles should also be located away from wetlands and surface waters. Perimeter controls, such as silt fence, will be installed around all stockpiles if stockpiles are not placed within existing silt fences or other sediment control, where the potential exists for material to be eroded and transported to sensitive nature resources. Soils that are stockpiled for longer durations will be temporarily seeded and mulched, or stabilized with a bonded fiber polymer emulsion.

Permanent seed and temporary mulch and/or erosion control blanket BMP: In areas at final grade that will not be used for agriculture, permanent seed will be applied to promote vegetative cover for permanent erosion control. Temporary mulch and/or erosion control blanket will be applied as appropriate in areas to provide temporary erosion protection until the permanent seed is established.

4.2 SEDIMENT CONTROL

Removal of Ditch Crossing BMP: Temporary ditch crossings may be needed to accommodate the movements of cranes or other heavy equipment. Perimeter controls such as silt fence will be used at crossing locations to minimize runoff from exposed soils. Crossings will be done during dry conditions, if possible. If a stream is wet at the time of the crossing, alternative BMPs will be applied. These could include a temporary dam and bypass pump to install the crossing in dry conditions. Timber construction mats will be used as needed to prevent compaction and rutting at crossing locations. All temporary fills and construction mats will be removed immediately after the crossing is successfully completed and the temporarily disturbed area restored using the appropriate BMPs as described above.

Dewatering: A temporary sump and rock base will be used if a temporary pump is used to dewater an area of accumulated water. If a rock base cannot be used, the pump intake will be elevated to draw water from the top of the water column to avoid the intake and discharge of turbid water. Energy dissipation riprap will be applied to the discharge area of the pump hose. The water will be discharged to a large flat vegetated area for filtration/infiltration prior to draining into receiving waters of conveyances/ditches. If discharge water is unavoidably turbid, dewatering bags, temporary traps, rock weepers, or other adequate BMP will be used to control sediment discharge.

Silt Fence BMP or Fiber Logs: Silt fences or fiber logs will be used as perimeter controls downgradient of exposed soils during construction to capture suspended sediment particles on site, to extent possible. The standard silt fence or fiber logs will also be used in smaller watershed areas where the contributing areas are typically less than 1/4 acre of drainage per 100 feet of standard silt fence or the fiber logs. Standard silt fence or fiber logs will also be used for stockpiles 8 feet high or higher which have slopes of 3:1 or steeper. Standard silt fence or fiber logs should not be used in areas of highly erodible soils which are found within streams, slopes, or banks of creeks and streams within the Facility's site.

Rock Entrance/Exit Tracking Control BMP: Rock construction entrances will be installed where access to a construction area is needed from adjacent paved surfaces.

Street Scraping/Sweeping BMP: Street scraping and sweeping will be used to retrieve sediment tracked or washed onto paved surfaces at the end of each working day, or as needed.

4.3 CONTROLLING STORMWATER FLOWING ONTO AND THROUGH THE PROJECT

Given the low gradient of the slopes in the project area, controlling stormwater flow that enters the project area will likely require minimal effort during decommissioning activities. Only newly disturbed areas may require new, temporary stormwater control.

Diversion Berms/Swales/Ditches: It may be necessary to direct diverted flow toward temporary settling basins via berms, swales, or ditches. If diversion controls are deemed necessary for decommissioning activities, these must be stabilized by temporary mulch and seeding, erosion control blankets, or by installing riprap to protect the channel from erosive forces.

Rock Check Dams: It may be necessary to install temporary check dams within swales or ditches that convey storm water from areas disturbed by decommissioning activities. Rock check dams are effective for velocity control, sediment control, and to augment temporary stabilization of channels. Filter fabric can be utilized to help filter the flow, minimize the scour of the soil under the rock, and facilitate removal of the check dams once permanent stabilization is achieved. The height of check dams should be at least two feet. Spacing depends upon slope. Downgradient rock checks should have the top elevation at the same elevation as the bottom of the previous (upgradient) rock check.

Hay Bale Check Dams: Hay bale check dams may be used for velocity control within swales of the project to slow the water runoff within the drainage channels/swales. The bales should be approximately three feet in length and anchored into the soil. The midpoint elevation of the top of the bale (i.e. ponding height) must be lower than the end points of the bale where the bale meets grade, to prohibit water from flowing around the bales thus causing erosion and scour. If the bales cannot be applied properly in the field, the use of rock checks as a replacement is recommended.

Temporary Sedimentation Basins: Sedimentation basins serve to remove sediment from runoff from disturbed areas of the site. The basins allow runoff to be detained long enough to allow the majority of the sediment to settle out prior to discharge. The location and dimensions of temporary sedimentation basins, if any are necessary, will be verified in accordance with Illinois Department of Natural resources (IDNR) requirements at the time of decommissioning.

4.4 PERMITTING

All decommissioning and restoration activities will comply with federal and state permit requirements. Decommissioning activities that will disturb more than one acre of soil may trigger the NPDES Construction General permitting process and Illinois general permit or Notice of Intent. The permits, if required, will be applied for and received prior to decommissioning construction activities commencing. A Storm Water Pollution Prevention Plan will be developed prior to filing a Notice of Intent. If permanent crossings are to be removed and no discharge of dredged or fill material will take place, then a Section 404 permit is not anticipated for the decommissioning of the Facility. No air permits are currently required for construction activities typical for decommissioning. Illinois Environmental Protection Agency (IEPA) air quality rules will be reviewed at the time the work is scheduled to determine if an air quality permit will be

required. Further, no operating air quality permits are needed for ongoing operation of the wind farm facility. Should decommissioning activities cause temporary or permanent impacts to wetlands, an Illinois Department of Natural Resources (IDNR) Wetlands Permit will be obtained prior to any activities commencing, if required. Should decommissioning activities cause temporary or permanent impacts to vernal pools, an Army Corps of Engineers General Permit for the State of Illinois will be obtained prior to any activities commencing. Should any interim permits become needed, they will be closed out with documentation of compliance at decommissioning. A Spill Prevention, Control and Countermeasures (SPCC) Plan for decommissioning, separate from the operating SPCC will likely be required.

5.0 TIMELINE

Decommissioning of the wind farm will be initiated if the project has not produced electricity for a period of one (1) year unless other mitigating circumstances prevail. The following sections outline a timetable for the decommissioning plan; steps towards compliance with applicable air and water quality laws and regulations; and steps for compliance with health and safety standards.

5.1 DECOMMISSIONING SCHEDULE

It is anticipated that the decommissioning activities for the project can be completed in an eight (8) month period. See Figure 1 for a representative schedule. The estimated costs for decommissioning are tied to assumptions about the amount of equipment mobilized, the crew sizes, weather and climate conditions, and the productivity of the equipment and crews. No utility sized wind farm has been decommissioned to date so there are no historical activity durations available for some of the activities that can be applied directly.

5.2 WATER REGULATORY COMPLIANCE

Water Quality: NPDES permitting will include the following steps for compliance.

1. Complete a SWPPP consistent with the requirements of the Illinois NPDES General Construction Permit applicable at the time of decommissioning.
2. Submit the NPDES Notice of Intent at least 30 days prior to starting construction activities associated with decommissioning.
3. Once notification of permit coverage is received, decommissioning will commence.
4. During decommissioning, compliance with the NPDES permit (applicable at the time of decommissioning) will be adhered to including inspections, documentation, maintenance of BMPs, record keeping, amendments to the Plans and implementation of the SWPPP.
5. Within 30 days of completing decommissioning and restoration, a Notice of Termination (NOT) will be submitted to Illinois Environmental Protection Agency to terminate coverage of the NPDES permit.

Water Quality: Section 404 Discharge of dredged and fill material, if required, will include the following steps for compliance.

1. Notification to the Corps of Engineers if needed, of expected activities such as temporary stream/water body crossings.
2. Verification of necessary permits (if any).
3. Apply for any necessary Section 404 permits prior to commencing work within waterways/ wetlands.
4. As applicable, develop Plans to comply with necessary permit regulations.

5. Once receipt of applicable permits, decommissioning work will commence adhering to rules, timelines and requirements stated in applicable permits.

5.3 HEALTH AND SAFETY STANDARDS

Work will be conducted in strict accordance with Applicant's health and safety plan. The construction contractor hired to perform the decommissioning will also be required to prepare a site-specific health and safety plan. All site workers, including subcontractors, will be required to read, understand, and abide by the Plans. A site safety office will be designated by the construction contractor to ensure compliance. This official will have stop-work authority over all activities on the site should unsafe conditions or lapses in the safety plan be observed.

6.0 DECOMMISSIONING COSTS AND FINANCIAL ASSURANCE

Since there are no utility sized wind farms that have been decommissioned to date, there are no historical costs available to base this estimate on. This cost estimate was prepared: (1) in current dollars; (2) with the salvage value of equipment or materials calculated separately. The estimate includes: (i) an analysis of the physical activities necessary to implement the approved reclamation plan, with physical construction and demolition costs based on applicable Illinois Department of Transportation unit bid prices and RS Means material and labor cost indices; (ii) the level of effort or number of crews required to perform each of the activities; and (iii) an amount to cover contingencies above the calculated cost. The Estimate is shown on a total cost and on a per-turbine basis. The decommissioning plan and cost estimate will be revised periodically.

Cost and quantities shown are preliminary for the Lincoln Land Wind Project, as design is not complete at the time this estimate was prepared. Since this estimate is intended to cover the first ten years of wind farm operation it can be assumed that there will be some resale value for the turbines. Analyses done on recent project indicate that current resale prices are in the range of $100,000 per MW, but that the current market does not support the resale of as many turbines as are planned for the Facility. To be conservative, no estimate of resale value was made.

Turbines that are not resold will have the materials recycled as scrap. The estimate uses a current structural scrap price of $240 per ton, in the Midwest, based on prices posted on http://www.scrapmonster.com/scrap-prices/category/Steel/300/1/1, on December 10, 2019. The posted prices are three months old. Scrap metal prices are very volatile. Current prices are approximately 50 percent of the peak prices in 2008. Electrical transformer have significant value for aluminum or copper used in the windings and the steel used in other parts of the transformer. Newer transformers can be resold. Older transformers are recycled as scrap. There are few companies that accept used transformers for resale or recycling so finding pricing is difficult. For this estimate we used pricing posted scrapmonster.com of $0.37 per pound for used transformers. We assumed the posted price is similar to the price offered by Addco Services in Tinley Park, Illinois which was identified as a regional transformer recycler. In this first cycle of cost estimating it may be possible to resell all of the transformers at a much higher price than the scrap value used.

Spot prices for insulated copper wire (85% recovery) are $1.58 per pound, scrap electrical motors are $0.24 per pound, and E.C. aluminum wire are $0.79 per pound.

Discounts from the posted spot prices ranging from twenty-five percent (25%) for structural steel to fifty percent (50%) for aluminum wire have been used to reflect the difficultly in realizing spot prices from local recyclers.

The form of financial assurance is a financial instrument mutually agreed upon by Morgan Board of County Commissioners and Applicant, and will be adjusted upward or downward to offset any increases or decreases in decommissioning costs and salvage values determined during periodic Plans updates. If decommissioning of the Facility or individual turbines is undertaken, Applicant will, upon satisfactory completion, provide supporting documentation to the Morgan County Board with a request for the release of the posted funds or financial assurance.

The Applicant grants the Morgan County Board the right of entry to the Facility and the right to sell and transfer recycled material to salvage firms in the event of default by the Applicant.

The total cost of the decommissioning of the Lincoln Land Wind Project for the most expensive option (see Table 1) is approximately $18,116,000 ($169,000 per turbine) including a ten percent (10%) contingency on the demolition costs and engineering/administration costs and crop lop loss. Salvage/scrap value of the turbines, transformers, and other materials is approximately $6,100,000, or $57,000 per turbine. Including resale and salvage values the net cost is approximately $12,000,000, or $112,400 per turbine for Option 1, 107 GE 127m turbines.

The Cost Estimate for Option 2, 99 GE 140m turbines, is shown in Table 2, and is equal to approximately $10,200,000.

The Cost Estimate for Option 3, 72 Vestas V150m turbines, is shown in Table 3, and is equal to approximately $8,000,000.

The Cost Estimate for Option 4, 63 Nordex N149m turbines, is shown in Table 4, and is equal to approximately $6,800,000.

Cost Estimates next page.

Table 1: Cost Estimate Option 1 – 107 GE 127m Turbines

Lincoln Land Wind Project - DECOMMISSIONING COST ESTIMATE	
General Conditions (Field Staff Cost)	$753,000
Operation & Maintenance Building (Demolition and Removal)	$0
Substations (Dismantle and Removal)	$168,627
Met Tower (Dismantle and Removal)	$25,318
Access Road Removal (Remove Agg./Regrade)	$1,840,213
Crane Path Restoration (Water Crossing Removals and Decompaction)	$67,263
Crane Mobilization (2, Mobilization and Demobilization)	$400,000
Turbine Tower Dismantle and Salvage Prep (Dismantle/Salvaging)	$5,153,247
Transformer Removal	$264,076
Blade Disposal (Dismantle/Disposal)	$925,541
Turbine Foundation Removal (48 inches Demolition/Removal)	$2,173,399
Electrical Collection/Transmission Line Removal	$45,381
Erosion and Sediment Control BMP's	$160,438
Site Restoration (Final Surfacing following Removals)	$1,033,404
Public Road Restoration	$2,664,473
Subtotal	$15,674,380
Contingency (10%)	$1,567,438
Total Estimated Decommissioning Cost (not including salvaged value)	$17,241,818
Total Estimated Decommissioning Cost per Turbine (not including salvage value)	$161,138
County Administration Costs (2.5%)	$431,000
Crop Loss	$443,200
Total Cost	$18,116,018
Total Salvage Value for Project	$6,094,305
Resale and Salvage Value per Turbine (107 Turbines)	$56,956
Total Estimated Decommissioning Cost (including salvaged value)	$12,021,713
Total Net Decommissioning Cost Per Turbine Minus Salvage Value	$112,352

Table 2: Cost Estimate Option 2 – 99 GE 140m Turbines

Lincoln Land Wind Project - DECOMMISSIONING COST ESTIMATE	
General Conditions (Field Staff Cost)	$670,000
Operation & Maintenance Building (Demolition and Removal)	$0
Substations (Dismantle and Removal)	$168,627
Met Tower (Dismantle and Removal)	$25,318
Access Road Removal (Remove Agg./Regrade)	$1,703,898
Crane Path Restoration (Water Crossing Removals and Decompaction)	$62,763
Crane Mobilization (2, Mobilization and Demobilization)	$400,000
Turbine Tower Dismantle and Salvage Prep (Dismantle/Salvaging)	$4,286,302
Transformer Removal	$244,332
Blade Disposal (Dismantle/Disposal)	$781,050
Turbine Foundation Removal (48 inches Demolition/Removal)	$2,010,902
Electrical Collection/Transmission Line Removal	$41,175
Erosion and Sediment Control BMP's	$141,033
Site Restoration (Final Surfacing following Removals)	$923,248
Public Road Restoration	$2,465,260
Subtotal	$13,923,909
Contingency (10%)	$1,392,391
Total Estimated Decommissioning Cost (not including salvaged value)	$15,316,300
Total Estimated Decommissioning Cost per Turbine (not including salvage value)	$154,710
County Administration Costs (2.5%)	$383,000
Crop Loss	$386,800
Total Cost	$16,086,100
Total Salvage Value for Project	$5,847,277
Resale and Salvage Value per Turbine (99 Turbines)	$59,063
Total Estimated Decommissioning Cost (including salvaged value)	$10,238,824
Total Net Decommissioning Cost Per Turbine Minus Salvage Value	$103,422

Table 3: Cost Estimate Option 3 – 72 Vestas V150m Turbines

Lincoln Land Wind Project - DECOMMISSIONING COST ESTIMATE	
General Conditions (Field Staff Cost)	$569,000
Operation & Maintenance Building (Demolition and Removal)	$0
Substations (Dismantle and Removal)	$168,627
Met Tower (Dismantle and Removal)	$25,318
Access Road Removal (Remove Agg./Regrade)	$1,243,835
Crane Path Restoration (Water Crossing Removals and Decompaction)	$50,156
Crane Mobilization (2, Mobilization and Demobilization)	$400,000
Turbine Tower Dismantle and Salvage Prep (Dismantle/Salvaging)	$4,411,631
Transformer Removal	$177,696
Blade Disposal (Dismantle/Disposal)	$801,938
Turbine Foundation Removal (48 inches Demolition/Removal)	$1,462,474
Electrical Collection/Transmission Line Removal	$30,355
Erosion and Sediment Control BMP's	$84,470
Site Restoration (Final Surfacing following Removals)	$592,205
Public Road Restoration	$1,792,917
Subtotal	$11,810,622
Contingency (10%)	$1,181,062
Total Estimated Decommissioning Cost (not including salvaged value)	$12,991,684
Total Estimated Decommissioning Cost per Turbine (not including salvage value)	$180,440
County Administration Costs (2.5%)	$325,000
Crop Loss	$224,200
Total Cost	$13,540,884
Total Salvage Value for Project	$5,497,029
Resale and Salvage Value per Turbine (72 Turbines)	$76,348
Total Estimated Decommissioning Cost (including salvaged value)	$8,043,855
Total Net Decommissioning Cost Per Turbine Minus Salvage Value	$111,720

Table 4: Cost Estimate Option 4 – 63 Nordex N149m Turbines

Lincoln Land Wind Project - DECOMMISSIONING COST ESTIMATE	
General Conditions (Field Staff Cost)	$532,000
Operation & Maintenance Building (Demolition and Removal)	$0
Substations (Dismantle and Removal)	$168,627
Met Tower (Dismantle and Removal)	$25,318
Access Road Removal (Remove Agg./Regrade)	$1,090,480
Crane Path Restoration (Water Crossing Removals and Decompaction)	$50,563
Crane Mobilization (2, Mobilization and Demobilization)	$400,000
Turbine Tower Dismantle and Salvage Prep (Dismantle/Salvaging)	$4,312,054
Transformer Removal	$155,484
Blade Disposal (Dismantle/Disposal)	$785,342
Turbine Foundation Removal (48 inches Demolition/Removal)	$1,279,665
Electrical Collection/Transmission Line Removal	$26,748
Erosion and Sediment Control BMP's	$81,567
Site Restoration (Final Surfacing following Removals)	$554,623
Public Road Restoration	$1,568,802
Subtotal	$11,031,273
Contingency (10%)	$1,103,127
Total Estimated Decommissioning Cost (not including salvaged value)	$12,134,400
Total Estimated Decommissioning Cost per Turbine (not including salvage value)	$192,610
County Administration Costs (2.5%)	$303,000
Crop Loss	$219,600
Total Cost	$12,657,000
Total Salvage Value for Project	$5,879,307
Resale and Salvage Value per Turbine (72 Turbines)	$93,322
Total Estimated Decommissioning Cost (including salvaged value)	$6,777,694
Total Net Decommissioning Cost Per Turbine Minus Salvage Value	$107,582

Appendix 8 – FAA

Structure Name	Latitude (DD-MM-SS.SS)	Longitude (DD-MM-SS.SS)	Site Elevation	Structure Height (AGL)	Requested M&L
A01	39-36-09.57	90-6-41.10	682	599	White Paint/Synchronized Red Lights
A02	39-36-33.77	90-6-30.73	686	599	White Paint/Synchronized Red Lights
A05	39-37-23.63	90-6-31.60	696	599	White Paint/Synchronized Red Lights
A06	39-37-34.47	90-6-47.80	702	599	White Paint/Synchronized Red Lights
A07	39-37-41.66	90-6-32.02	698	599	White Paint/Synchronized Red Lights
A08	39-37-28.02	90-6-10.38	698	599	White Paint/Synchronized Red Lights
A09	39-37-51.24	90-5-59.36	698	599	White Paint/Synchronized Red Lights
A11	39-37-19.79	90-4-45.06	690	599	White Paint/Synchronized Red Lights
A12	39-37-35.85	90-5-04.73	690	599	White Paint/Synchronized Red Lights
A13	39-37-51.15	90-5-08.10	692	599	White Paint/Synchronized Red Lights
B01	39-38-26.95	90-9-37.71	688	599	White Paint/Synchronized Red Lights
B02	39-38-27.03	90-9-17.10	690	599	White Paint/Synchronized Red Lights
B03	39-38-27.59	90-8-48.37	690	599	White Paint/Synchronized Red Lights
B04	39-38-50.94	90-8-50.12	684	599	White Paint/Synchronized Red Lights
B05	39-39-11.76	90-8-28.89	682	599	White Paint/Synchronized Red Lights
B06	39-39-22.21	90-8-08.42	680	599	White Paint/Synchronized Red Lights
B07	39-37-52.42	90-8-14.30	700	599	White Paint/Synchronized Red Lights
B08	39-37-51.88	90-7-39.17	702	599	White Paint/Synchronized Red Lights
B09	39-38-30.88	90-7-29.83	694	599	White Paint/Synchronized Red Lights
B10	39-38-19.09	90-6-47.84	700	599	White Paint/Synchronized Red Lights
B11	39-38-02.96	90-6-13.71	698	599	White Paint/Synchronized Red Lights
B12	39-38-57.27	90-6-50.42	694	599	White Paint/Synchronized Red Lights
B13	39-38-57.98	90-6-11.43	698	599	White Paint/Synchronized Red Lights
B14	39-38-47.22	90-5-51.35	700	599	White Paint/Synchronized Red Lights
B15	39-38-31.24	90-5-22.65	698	599	White Paint/Synchronized Red Lights
C01	39-40-31.86	90-6-51.54	674	599	White Paint/Synchronized Red Lights
C02	39-40-33.00	90-6-32.91	674	599	White Paint/Synchronized Red Lights
C03	39-40-18.99	90-6-30.76	678	599	White Paint/Synchronized Red Lights
C04	39-39-45.07	90-6-25.12	684	599	White Paint/Synchronized Red Lights
C05	39-39-33.19	90-6-11.48	686	599	White Paint/Synchronized Red Lights
C06	39-39-38.56	90-5-48.52	686	599	White Paint/Synchronized Red Lights
C07	39-39-16.36	90-5-51.65	690	599	White Paint/Synchronized Red Lights

C08	39-39-16.80	90-5-32.52	694	599	White Paint/Synchronized Red Lights
C09	39-39-08.69	90-5-13.40	696	599	White Paint/Synchronized Red Lights
C10	39-39-19.43	90-4-43.79	692	599	White Paint/Synchronized Red Lights
C11	39-39-10.59	90-4-16.27	702	599	White Paint/Synchronized Red Lights
C12	39-38-47.99	90-4-04.20	696	599	White Paint/Synchronized Red Lights
C13	39-40-00.19	90-4-55.57	682	599	White Paint/Synchronized Red Lights
C14	39-40-00.43	90-4-31.59	686	599	White Paint/Synchronized Red Lights
C15	39-39-53.09	90-4-05.58	690	599	White Paint/Synchronized Red Lights
C16	39-40-06.62	90-3-45.02	690	599	White Paint/Synchronized Red Lights
C17	39-39-53.77	90-2-52.20	698	599	White Paint/Synchronized Red Lights
C18	39-40-03.64	90-1-08.40	686	599	White Paint/Synchronized Red Lights
C19	39-40-14.45	90-0-49.67	680	599	White Paint/Synchronized Red Lights
C20	39-39-57.49	90-0-42.65	680	599	White Paint/Synchronized Red Lights
C21	39-40-51.33	90-0-42.73	676	599	White Paint/Synchronized Red Lights
C22	39-40-13.18	89-59-51.69	678	599	White Paint/Synchronized Red Lights
C24	39-40-10.23	89-59-27.04	676	599	White Paint/Synchronized Red Lights
C25	39-39-49.04	89-58-53.41	674	599	White Paint/Synchronized Red Lights
C26	39-39-18.75	89-57-48.67	664	599	White Paint/Synchronized Red Lights
C27	39-39-02.72	89-58-20.87	668	599	White Paint/Synchronized Red Lights
C28	39-38-56.35	89-57-42.13	666	599	White Paint/Synchronized Red Lights
C29	39-39-16.31	90-2-01.56	692	599	White Paint/Synchronized Red Lights
C30	39-39-24.96	90-1-30.94	694	599	White Paint/Synchronized Red Lights
D01	39-41-58.31	90-7-26.38	658	599	White Paint/Synchronized Red Lights
D02	39-41-47.80	90-7-09.50	658	599	White Paint/Synchronized Red Lights
D03	39-41-33.03	90-7-16.37	658	599	White Paint/Synchronized Red Lights
D05	39-42-12.46	90-5-26.08	664	599	White Paint/Synchronized Red Lights
D06	39-42-24.69	90-5-11.82	660	599	White Paint/Synchronized Red Lights
D07	39-41-35.58	90-4-54.67	668	599	White Paint/Synchronized Red Lights
D08	39-43-18.17	90-5-09.97	654	599	White Paint/Synchronized Red Lights
D09	39-43-08.41	90-4-55.24	654	599	White Paint/Synchronized Red Lights
D10	39-43-06.78	90-3-45.07	660	599	White Paint/Synchronized Red Lights
D11	39-42-50.79	90-3-38.45	666	599	White Paint/Synchronized Red Lights
D12	39-44-02.43	90-4-19.71	650	599	White Paint/Synchronized Red Lights
D13	39-44-04.16	90-3-30.22	644	599	White Paint/Synchronized Red Lights

D14	39-43-42.09	90-3-29.86	654	599	White Paint/Synchronized Red Lights
D15	39-43-50.84	90-0-32.91	658	599	White Paint/Synchronized Red Lights
E01	39-45-05.25	90-5-37.98	646	599	White Paint/Synchronized Red Lights
E03	39-45-03.73	90-5-12.01	648	599	White Paint/Synchronized Red Lights
E04	39-45-06.43	90-4-33.42	658	599	White Paint/Synchronized Red Lights
E05	39-44-48.98	90-4-36.75	640	599	White Paint/Synchronized Red Lights
E06	39-44-58.80	90-4-03.33	646	599	White Paint/Synchronized Red Lights
E07	39-44-56.99	90-3-17.30	646	599	White Paint/Synchronized Red Lights
E08	39-44-30.09	90-2-59.66	650	599	White Paint/Synchronized Red Lights
E09	39-44-44.62	90-2-41.36	650	599	White Paint/Synchronized Red Lights
E10	39-45-16.53	90-2-54.69	646	599	White Paint/Synchronized Red Lights
E11	39-45-12.15	90-1-41.44	650	599	White Paint/Synchronized Red Lights
E12	39-45-06.53	90-1-20.29	650	599	White Paint/Synchronized Red Lights
E13	39-45-26.40	90-1-18.48	648	599	White Paint/Synchronized Red Lights
E14	39-44-38.73	90-1-28.75	654	599	White Paint/Synchronized Red Lights
E15	39-44-36.22	90-0-35.33	654	599	White Paint/Synchronized Red Lights
E16	39-44-39.74	90-0-12.04	652	599	White Paint/Synchronized Red Lights
E17	39-44-54.69	89-59-57.64	650	599	White Paint/Synchronized Red Lights
E18	39-44-47.91	89-59-43.63	654	599	White Paint/Synchronized Red Lights
E19	39-44-48.21	89-59-25.23	652	599	White Paint/Synchronized Red Lights
E20	39-45-03.46	89-59-32.98	650	599	White Paint/Synchronized Red Lights
E21	39-45-12.59	89-59-16.26	652	599	White Paint/Synchronized Red Lights
E22	39-45-18.50	89-59-48.08	652	599	White Paint/Synchronized Red Lights
E23	39-45-34.51	89-59-16.16	648	599	White Paint/Synchronized Red Lights
F06	39-45-37.43	90-6-00.52	630	599	White Paint/Synchronized Red Lights
F07	39-45-43.47	90-5-45.11	632	599	White Paint/Synchronized Red Lights
F08	39-45-17.96	90-5-56.57	636	599	White Paint/Synchronized Red Lights
F09	39-45-22.34	90-5-32.35	640	599	White Paint/Synchronized Red Lights
F12	39-46-32.74	90-1-45.36	624	599	White Paint/Synchronized Red Lights
F13	39-46-12.09	90-1-40.86	624	599	White Paint/Synchronized Red Lights
F14	39-46-32.56	90-1-25.98	624	599	White Paint/Synchronized Red Lights
F15	39-46-01.87	90-1-24.57	626	599	White Paint/Synchronized Red Lights
F16	39-46-33.84	90-0-59.10	622	599	White Paint/Synchronized Red Lights
F17	39-46-34.99	90-0-23.24	628	599	White Paint/Synchronized Red Lights

F18	39-46-08.61	90-0-11.44	640	599	White Paint/Synchronized Red Lights
F19	39-46-34.64	89-59-57.33	630	599	White Paint/Synchronized Red Lights
F20	39-46-16.60	89-59-53.63	634	599	White Paint/Synchronized Red Lights
F21	39-46-34.50	89-59-35.41	640	599	White Paint/Synchronized Red Lights
F22	39-46-34.52	89-59-16.75	644	599	White Paint/Synchronized Red Lights
F23	39-46-15.83	89-59-16.77	646	599	White Paint/Synchronized Red Lights
F24	39-46-06.42	89-59-32.32	646	599	White Paint/Synchronized Red Lights
A03	39-36-18.31	90-5-26.17	680	599	White Paint/Synchronized Red Lights
A04	39-36-34.67	90-5-30.60	686	599	White Paint/Synchronized Red Lights
A10	39-37-03.81	90-4-31.80	688	599	White Paint/Synchronized Red Lights
D04	39-42-27.61	90-5-56.20	664	599	White Paint/Synchronized Red Lights
E02	39-44-39.80	90-5-28.06	650	599	White Paint/Synchronized Red Lights
F01	39-46-38.02	90-7-43.91	630	599	White Paint/Synchronized Red Lights
F02	39-46-47.66	90-7-29.26	628	599	White Paint/Synchronized Red Lights
F03	39-45-21.27	90-7-05.44	634	599	White Paint/Synchronized Red Lights
F04	39-46-27.39	90-6-04.23	638	599	White Paint/Synchronized Red Lights
F05	39-46-27.15	90-5-43.98	640	599	White Paint/Synchronized Red Lights
F10	39-46-21.24	90-4-26.36	642	599	White Paint/Synchronized Red Lights
F11	39-46-27.50	90-2-55.51	626	599	White Paint/Synchronized Red Lights

Lincoln Land (Layout 79)

- Proposed Turbine - White Paint/Synchronized Red Lights
- Project Boundary

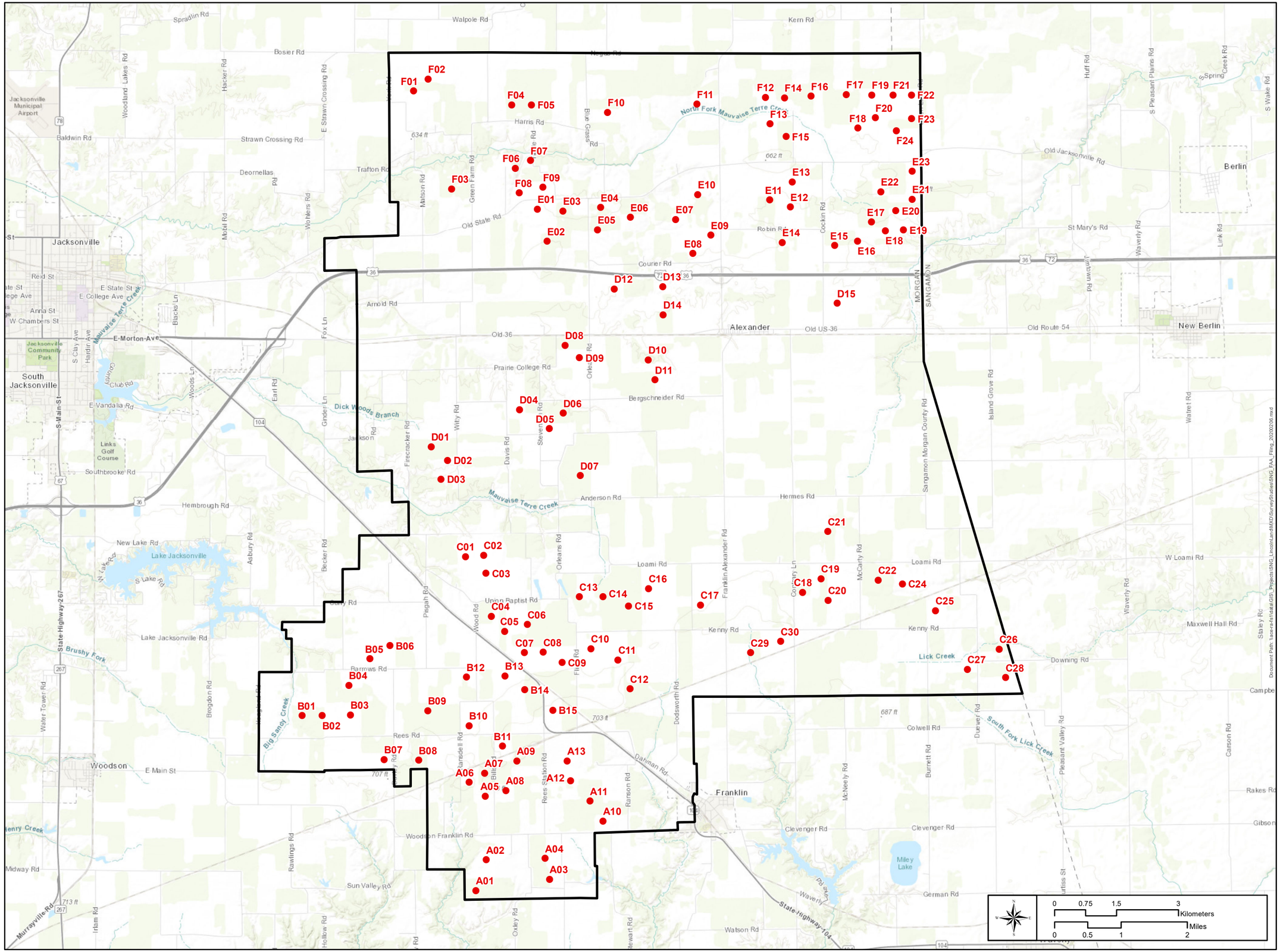
BUSINESS PROPRIETARY

DO NOT DISTRIBUTE WITHOUT PERMISSION OF APEX CLEAN ENERGY, CHARLOTTESVILLE, VA

Date: 2/6/2020

Coordinate System: NAD 1983 StatePlane Illinois West FIPS 1202 Feet
Projection: Transverse Mercator
Datum: North American 1983
Units: Foot US

APEX CLEAN ENERGY



Appendix 9 – NTIA

UNITED STATES DEPARTMENT OF COMMERCE
National Telecommunications and Information Administration
Washington, D.C. 20230

January 24, 2020

Mr. B. Benjamin Evans
EVANS ENGINEERING SOLUTIONS, LLC
524 Alta Loma Drive
Thiensville, WI 53092

Re: Lincoln Land Project: Morgan County, IL

Dear Mr. Evans:

In response to your request on November 18, 2019, the National Telecommunications and Information Administration provided to the federal agencies represented in the Interdepartment Radio Advisory Committee (IRAC) the plans for the Lincoln Land Wind Project, located in Morgan County, Illinois.

After a 45+ day period of review, of the reviewing federal agencies, none had concerns with turbine construction in the designated areas.

While the other IRAC agencies did not identify any concerns regarding radio frequency blockage, this does not eliminate the need for the wind energy facilities to meet any other requirements specified by law related to these agencies. For example, this review by the IRAC does not eliminate any need that may exist to coordinate with the Federal Aviation Administration concerning flight obstruction.

Thank you for the opportunity to review these proposals.

Sincerely,

John R. McFall Digitally signed by John R. McFall Date: 2020.02.07 10:58:08 -05'00'

John R. McFall
Deputy Chief, Spectrum Services Division
Office of Spectrum Management

Appendix 10 – Environmental Reports

Illinois Department of
Natural Resources
One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Bruce Rauner, Governor
Wayne A. Rosenthal, Director

May 24, 2018

Mr. Dusty Douglas, Director
Regional Planning Commission
345 West State Street
Jacksonville, IL 62650

RE: Lincoln Land LLC Wind Farm, Morgan County
Endangered Species Consultation
EcoCAT Review #1808749

Dear Mr. Douglas:

This letter addresses consultation on this proposed action, a large wind energy generation facility, pursuant to the requirements of the *Illinois Endangered Species Protection Act* [520 ILCS 10/11], the *Illinois Natural Areas Preservation Act* [525 ILCS 30/17], and Title 17 *Illinois Administrative Code* Part 1075. Additionally, the Department may offer advice and recommendations for species covered under the *Fish & Aquatic Life Code* [515 ILCS 5, *et seq.*]; the *Illinois Wildlife Code* [520 ILCS 5, *et seq.*]; and the *Herptiles-Herps Act* [510 ILCS 69].

The proposed facility will generate several hundred megawatts of power from large utility-scale wind turbines. Turbines of this class usually approach or surpass five hundred feet in height and possess rotors with diameters exceeding 300 hundred feet. The environmental effects associated with turbines of this class may differ considerably from those in the 1.5-1.6 MW class which have been most common in Illinois in the past.

The facility will occupy a footprint in the eastern part of the County, extending from the Sangamon County Line west toward Jacksonville, lying on both sides of Interstate 72. Most of the area proposed for the facility is agricultural in character. It is drained by Mauvaise Terre Creek and the North Fork of Mauvaise Terre Creek.

The Department's role in the consultation process is to address potential adverse effects to Natural Areas and endangered species, and to fish and wildlife habitat more generally; this review is not intended to be the equivalent of the more comprehensive Environmental Assessment (EA) or Environmental Impact Statement (EIS) produced for compliance with the *National Environmental Policy Act* (NEPA), documents which are required only for actions

undertaken, authorized, or funded by the federal government. The Department does not consider, and does not state any opinions, related to other considerations common in zoning proceedings.

The products of this review are advisory recommendations which the County has the discretion to adopt, modify, or reject in accordance with the powers it possesses. The only exception is the case where going forward with the action would be certain to take endangered or threatened animals when, before the County could authorize the project, the applicant would be required to demonstrate it had received an Incidental Take Authorization from the Department of Natural Resources for that species. That circumstance is a possibility in this case.

Here are the Department's recommendations concerning this facility, followed by discussion of concerns which justify the recommendations.

Recommendation #1: The Department recommends the County consider imposing a requirement for the applicant to perform mist-net and acoustic bat surveys in wooded areas within or adjacent to the project area. Of particular interest are the bat populations of wooded habitats along the forks of Mauvaise Terre Creek.[1]

Recommendation #2: The Department recommends the County consider imposing a requirement for the applicant to curtail turbine operations below wind speeds of 5.0 meters per second during the period from July 15 through October 15 to conserve endangered, threatened, and non-listed bats. This measure will likely prevent the prohibited taking of endangered or threatened bats, and will reduce the mortality of non-listed bats by approximately fifty percent. While little of the project area is wooded, migrating bats will still be subject to significant mortality.

Recommendation #3: The Department recommends the County consider imposing a requirement to conduct three years of mortality monitoring from July 1 to October 15 to statistically quantify bird and bat mortality, by species, due to turbine operations.[2] If the County cannot do so, or chooses not to do so, the applicant should consider implementing such a program to demonstrate the level of mortality experienced and the species affected.

Recommendation #4: The Department recommends the County consider imposing a requirement for the applicant to conduct biological surveys for the presence of the State-listed threatened Lined Snake.

Discussion and supporting information for these recommendations is provided below.

<u>Endangered or Threatened Plants</u>

[1] Persons collecting, handling, or disposing of fish & wildlife taken from the wild are required to hold scientific collector permits from the IDNR pursuant to Title 17 Ill. Admin. Code Part 520 and Part 1070.
[2] See prior note.

The State-listed threatened **Virginia Bunchflower**, *Melanthium virginicum*, was reported in 1993 from a roadside ditch along Old Route 36, not quite one mile west of Alexander. This species prefers moist fertile soil in full sun. While more recent observations have not been reported, the species may still be present there.

While the construction of wind energy facilities often requires upgrading township roads, it is unlikely that Old Route 36 will need to be widened to accommodate facility construction traffic. The Department deems it unlikely that any individual plants of this species, if still present in that location, will be harmed in any manner by construction or operation of the project.

However, it is possible undocumented specimens may be present elsewhere within the project footprint. The *Illinois Endangered Species Protection Act* [520 ILCS 10/3] prohibits taking (i.e., "to harm in any manner") a State-listed plant, which is the property of the land owner, without securing the express written permission of the land owner, whomever that may be. It may be worthwhile for the petitioner to survey points where proposed private roads will intersect public roads to assure that this species is absent or that express written permission for taking has been secured.

Of course, the Department encourages conservation of the genetic material of any State-listed plant destroyed by construction, which may be accomplished by transplanting the root-ball or collecting or distributing seeds, again with the permission of respective land owners. The Department also encourages observers to report the locations of such plants to the Department for its records.

Birds

Much has been written about the effects of wind turbines on birds, with the result this issue has become a matter of concern to members of the public wherever wind energy facilities are proposed.

Experience in Illinois has shown that individual utility-scale wind turbines rarely kill more than six birds annually, with many killing none. Cumulatively, that amounts to thousands of individual birds annually[3], but because they are also distributed across hundreds of different species, these losses are not biologically significant, except for endangered or threatened species.[4]

Experience in Illinois has also failed to demonstrate that turbine siting has any discernable effect on avian mortality. Interested parties, including this Department, have been unable to predict with any accuracy the level of avian mortality, nor the avian species to which mortality occurs. Considering that Illinois is positioned to experience broad-front migration of most avian species,

[3] Approximately 2,700 commercial utility-scale wind turbines are operating in Illinois.
[4] The death of an endangered or threatened bird is always of legal significance, but the biological significance of a single mortality is less clear, varying across listed species; some losses are more crucial than others.

which birds will be killed and where they will die appear to be random events. Moreover, efforts to reduce mortality, such as painting rotor blades to be more visible to birds, have proven ineffective.[5] The Department knows of no effective means to reduce avian mortality.

Many wind energy facilities in Illinois have performed both pre-construction and post-construction surveys of avian use of project areas. Analysis of these results suggests that some species of birds will occur in much lower numbers, or not at all, following facility construction and operation. However, it is not that these birds are killed, but that they are displaced.

Because most birds are migratory, IDNR records only document breeding efforts (males calling on territory, nests, the presence of juveniles). No breeding of listed avian species has been reported to IDNR within the proposed boundaries of this facility within the last 25 years. That does not mean State-listed birds are not present.

The State-listed endangered **Upland Sandpiper**, *Bartramia longicauda*, was recorded in 1989, more than 25 years ago, in a field at the northwest corner of Loami Road and Orleans Road. Given the age of this record, the Department deems it unlikely this species is present there today, but this record is evidence that suitable habitat for this species is present in the project area.

Likewise, the State -listed endangered **Loggerhead Shrike**, *Lanius ludovicianus*, was observed nesting at the Jacksonville Links Golf Course in 1997. Although that record is within 25 years, the location is outside the project boundary. Yet, this record demonstrates this species may be present in suitable habitat in the vicinity.

Neither of these two species, although present within or near several wind energy facilities in Illinois, has been reported killed in this State by the construction or operation of wind turbines. The major threat to both appears to be during the construction phase, when undocumented nests may be destroyed when trees containing Shrike nests must be removed, or when Sandpiper nests on the ground are inadvertently destroyed by construction activity.

Documented deaths of State-listed birds due to wind turbines have been rare.[6] In September 2007, a juvenile **Osprey**, *Pandion haliaetus*, was injured while attempting to perch on a turbine nacelle in McLean County. This bird was treated and released the following day and continued its migratory movement. This remains the only reported incident involving wind turbines and Ospreys in Illinois.

[5] The rotor blade that kills a bird is invisible to the bird due to the blade's speed of motion, no matter its color or pattern.

[6] Information on avian mortality is typically gathered only where a wind energy facility is conducting mortality monitoring, and that usually ceases after two or three years of operation; some facilities conduct no mortality monitoring at all. Nevertheless, the Department believes sufficient monitoring has occurred at Illinois facilities to fairly characterize avian risk.

Other State-listed birds which have been reported as killed at Illinois wind turbines include the loss of a single endangered **Black Rail**, *Laterallus jamaicensis*, and four threatened **Black-Billed Cuckoos**, *Coccyzus erythropthalmus*. The latter bird illustrates the difficulty of anticipating mortality for a particular species.

The four Cuckoo losses occurred at two wind energy facilities located on opposite sides of the State; each facility reported one mortality in successive years, and each facility has since sought and received an Incidental Take Authorization[7] from the Department, since it appears such losses are likely to continue in these locations. However, these losses occurred at turbines located far from habitat suitable for this species, far from any records of breeding activity, and where no Cuckoos were observed during pre-construction assessments. By contrast, other State-listed bird species which were observed at and near these facilities (Upland Sandpiper; Loggerhead Shrike) were not killed or injured. Consequently, the Department cannot say with confidence that this facility will, or will not, kill any State-listed birds during its operation.

Wind energy generation facilities also directly adversely affect birds in non-lethal ways or indirectly, such as by exclusion from habitat, disruption of habitat, alteration of breeding behavior, or altering the behavior of prey or predators.

For example, the Department has noted that the State-listed **Northern Harrier**, *Circus cyaneus*, is often reported from pre-construction avian assessments for wind energy facilities, but is always absent from post-construction assessments. The Department speculates this species, which hunts by sound more than by sight, is prevented from locating prey within a wind facility due to the noise generated by wind turbines. Whether or not this is the reason, it is clear this species is excluded from the use of habitat occupied by wind turbines.

Another species similarly excluded is the non-listed **American Golden Plover**, *Pluvialis dominica*. Experience in Illinois and Indiana wind energy facilities has shown this species is excluded from habitat with one-quarter mile of a wind turbine, apparently due to an aversion to vertical structures and "breaks" in habitat (the species also avoids roads and buildings). Given the road, property line, and human habitation setbacks required under most wind turbine siting ordinances, this species is effectively excluded from all habitat within a wind generation facility. The cumulative effect of multiple wind facilities is of concern, because this arctic-bound species must spend several weeks on the ground in the Midwest as it molts into its arctic plumage, and not every open field provides suitable habitat.

Turbine noise, though slight to human ears, can be sufficient to interfere with bird songs essential to breeding success. Research on the effects of highway noise has demonstrated that males of some species nesting close to roads must alter the pitch of their songs to be heard, but that females remain more responsive to the original pitch, resulting in infidelity or a lack of

[7] Pursuant to the *Illinois Endangered Species Protection Act*, the Department may authorize taking that is otherwise prohibited which occurs due to a lawful activity, provided the taking will not jeopardize the survival or recovery of the species. 520 ILCS 10/5.5. These Authorizations were #139 and #140.

breeding success within 500 feet of busy highways. The same may be true for utility-scale wind turbines: a recent study in Kansas discovered that male Greater Prairie Chickens alter their mating calls in the presence of wind turbines.

The presence of turbines can alter the behavior of prey and predators. Whether due to motion, noise, or shadow-flicker, turbine operation may stress small mammals, resulting in a heightened state of alert which helps them avoid avian and mammalian predators. Because of avian and bat mortality due to blade collisions, some mammalian predators, such as **Coyotes**, *Canis latrans*, learn to scavenge beneath wind turbines for easy meals and take other prey as the opportunity arises. This was demonstrated at a wind energy facility in McLean County when Common Pheasants, *Phasianus colchicus,* were tallied as the most common bird "killed" in a turbine mortality study. Pheasants do not fly high enough to be struck by turbine blades but all feather-spots were attributed to the turbine. However, the more likely explanation is that these birds, attracted to the open study plots, were killed by scavenging coyotes. Coyotes have also been directly observed moving from turbine to turbine without foraging between them.

No nests of **Bald Eagles**, *Haliaeetus leucocephalus*, are known to be nearer the project area than the Illinois River. Although no longer listed as endangered or threatened, this species continues to be federally-protected under the *Bald and Golden Eagle Protection Act* (BGEPA). **Golden Eagles**, *Aquila chrysaetos*, do not breed or nest in Illinois but sometimes appear as a winter migrant as far south as St. Louis.

Accounts of Eagle fatalities due to wind turbines almost always involve the Golden Eagle; the mortality of Bald Eagles due to wind turbines is extremely rare, and none have been reported in Illinois. However, the Illinois population of Bald Eagles continues to expand at a rapid rate, and new pairs are colonizing sites, even in cities, which would have been avoided in the past. The Department believes the risk this facility poses to Bald Eagles is slight, but subject to change. The protection of Bald Eagles is a federal responsibility, and the applicant should discuss its proposal with the United States Fish & Wildlife Service.

Bats

Wind turbines take a far greater toll on bats than on birds. Utility-scale wind turbines in the 1.5/1.6 MW class in Central Illinois, when operated normally throughout the year, kill an average of 15 bats per year. Because modern turbines begin operations at lower wind speeds (3.0 meters per second) and have larger rotor diameters, they can be expected to kill higher numbers of bats unless measures are taken to reduce bat mortality.

The vast majority of bats killed by wind turbines belong to three non-listed species of migratory "tree" bats, so-called because they do not hibernate and migrate south for the winter. While proportions vary, it is not unusual for 90% or more of bats killed at an Illinois wind facility to be **Hoary Bats**, *Lasiurus cinereus*; **Silver-Haired Bats**, *Lasionycteris noctivagans*, and **Eastern Red Bats**, *Lasiurus borealis*. Losses for these long-lived species are so severe that experts are

estimating they will all be listed as endangered by mid-century even if no more turbines were built after 2014. Since wind energy facilities are expanding rapidly, conservation of these species will become increasingly important. (These bats do not suffer losses from White-Nose Syndrome, to which only cave-hibernating bats are exposed.)

The federally-listed and State-listed endangered or threatened bats whose range includes Morgan County belong to the *Myotis* genus: the endangered **Indiana Bat**, *Myotis sodalis*, and the threatened **Northern Long-Eared Bat**, *Myotis septentrionalis*. The range of a third species, the **Little Brown Bat**, *Myotis lucifugus*, also includes Morgan County. Maternity colonies of *Myotis* bats are documented in Morgan County only along the Illinois River, but this is likely due to a lack of search effort elsewhere in the County, rather than an absence of these species in suitable habitat, such as is found along the forks of Mauvaise Terre Creek within the project area. Data regarding the presence of bats in the project area is lacking.

These bats hibernate in mines and caves, where the White-Nose fungus is an ever-present threat. Two other cave-hibernating species may also be present: the **Tri-Color Bat**, *Perimyotis subflavus*; and the **Evening Bat**, *Nycticeius humeralis*. While these bats roost and forage generally near and above tree canopies, each species has been tallied as a wind turbine fatality in Illinois, though rarely.

The Little Brown Bat was once Illinois' most common species, followed closely by the Northern Long-Eared Bat, but these species have proven highly susceptible to White-Nose Syndrome, with annual mortality exceeding 90%. Once easily captured in surveys, they are now difficult to find. The Indiana Bat, by contrast, appears to have suffered only an approximate 20% reduction in population numbers due to this disease. The US Fish & Wildlife Service is studying whether to list the Little Brown Bat and, on December 20, 2017, announced the beginning of an effort to evaluate the status of the Tri-Color Bat. *It is likely these species will become federally-listed (and State-listed) at some point during the useful life of this facility*.

The Department believes it is important to evaluate the bat populations in and near the project area to determine the level of risk to bats which are currently listed as endangered or threatened, or are likely to become so.

Before the 2013 advent of White-Nose Syndrome (WNS) in Illinois, there had been no reported losses of Indiana Bats or Northern Long-Eared Bats at Illinois wind turbines, and relatively few reports of mortality for the Little Brown Bat, Tri-Color Bat, or Evening Bat. The hunting and habitat preferences of the two groups of bats account for the great difference in wind turbine mortality. The cave-hibernating species prefer to forage just below, just-above, or within the forest canopy; wind turbines are seldom built in proximity to trees. These bats do fly across and over open spaces, but tend to stay below 30 meters (100 feet), and even lower, and so are much less likely to collide with turbine rotors. By contrast the larger and heavier "tree" bats prefer foraging over open fields and often at higher altitudes, and during higher wind speeds. This is

especially true in August and September when these species migrate from northern breeding grounds to southern climes where food remains available during the winter.

There is an inverse relationship between wind speed and the number of bats in the air, and which species comprise them. Numerous research studies have shown that if turbine operations are initiated at higher wind speeds, total bat mortality can be reduced by more than 50%, and mortality for *Myotis* species by even more. However, the industry trend is to deploy turbines which can begin operations at ever-lower wind speeds, thus making more areas with lesser wind resources viable locations for wind energy facilities. Whereas the turbines deployed earlier in Illinois could cut-in at wind speeds of 4.5 or 4.0 meters per second (m/s), the larger more modern turbines do so at 3.5 and even 3.0 m/s.

To date, one Indiana Bat and four Northern Long-Eared Bats have been reported killed at Illinois wind turbines.[8] Each turbine associated with a death was being operated "normally," that is, in accordance with manufacturers' recommended wind speeds (no curtailment), and all but one of these bats died during the fall migration period, which may begin as early as mid-July and runs through October in most parts of Illinois. These facts strongly suggest these bats were killed at wind speeds below 5.0 mps. Currently, based on experience in this State, the Department is recommending that turbine operations be curtailed below wind speeds of 5.0 m/s between July 15 and October 15 to avoid killing listed bats; this is also the wind speed which reduces total bat mortality of all species by approximately 50%. However, unless directed by the local government with jurisdiction, or pursuant to a State or federal Incidental Take Permit,[9] operation of a wind facility in this manner remains voluntary with the facility owner.

Mortality Monitoring

Every wind energy project presents the opportunity to learn more about this technology's effects on wildlife. Each wind energy project is unique in many respects. One of these is its location. While to human eyes the Morgan County landscape appears much the same as the landscape in other Central Illinois counties with wind energy projects, its physical context is different than in other places.

Experience in Illinois and Indiana has shown that the make and model of turbines comprising a project is a significant factor in wildlife mortality.[10] It can be misleading to compare wind energy facilities while ignoring this factor. The wind turbines selected for this project will be among the largest deployed so far in Illinois, being taller, with larger rotors, and having more

[8] Approximately 2,700 commercial utility-scale wind turbines are operating in Illinois.

[9] At present, only one wind energy facility in Illinois possesses both a federal and state Incidental Take permit, the Pioneer Trail facility in Ford and Iroquois Counties (Illinois ITA #134). After two years of operating only above 5.0 m/s during the period from August 1 to October 15, no *Myotis* species of bats were killed, and the average mortality per turbine was held to about 7.5 bats per turbine. That facility deploys 1.6-MW General Electric turbines. Permits for other facilities are pending.

[10] At the Fowler Ridge project in Indiana, three different turbine types were deployed; mortality monitoring established that each type had a significantly different mortality rate.

robust generators which will generate stronger magnetic fields around each nacelle. Based on the Department's assessment of the performance of other Illinois wind energy projects, the Department predicts the turbines of this project will pose a greater risk to migratory "tree" bats, a lesser risk to *Myotis* genus bats, and a greater risk to migratory birds than has been demonstrated by other Illinois wind energy projects. Whether these predictions will be borne out can only be known through gathering mortality data.

Mortality data also demonstrate whether avoidance and minimization measures are effective. Are measures applied during the correct season? Only data can tell us. For this reason, the Department suggest monitoring begin several weeks prior to operational curtailment to provide a comparison period. Alternatively, an assessment of effectiveness can be made by not curtailing a fraction of the turbines for a comparison against those which are, but taking that approach must be balanced against the risk of taking a listed species at the non-curtailed machines.

Should the developer/operator choose to deploy a bird/bat deterrent technology (several types are under development) only mortality data can demonstrate that it works…or does not. And additional species of bats are likely to become listed, directly or indirectly due to wind energy deployment. Mortality monitoring data will be of equal or greater value to the industry as it will to regulators.

Lined Snake

The State-listed threatened **Lined Snake**, *Tropidoclonion lineatum*, is a small reptile with fewer than a dozen documented records across the State. Its primary food is earthworms and this snake spends much of its time underground, so prairie-like or grassy unconsolidated wetter soils provide the necessary habitat. Most often active at night, it is sometimes active after rainfalls. which drive earthworms to the surface.

In appearance the Lined Snake strongly resembles the Garter Snake, which is unnecessarily fatally persecuted by many homeowners, so that many Lined Snakes may suffer the same fate. However, each belly-scale of the Lined Snake contains two black "half-moon" markings which are a distinguishing feature.

Modern agricultural practices produce considerable compaction and little cover, so that this animal is now largely restricted to the older portions of urban areas where soils retain much of their original density. In the countryside, this snake has been found only where grassed waterways intersect township roads. Records for this snake exist in both Jacksonville and Springfield, which lie roughly in the center of what was believed to be this animal's main range in Illinois during the pre-European settlement period.

While no records have been posted for this animal within the project footprint, neither has any survey effort been performed, so it is possible populations of this species persist within the project footprint where habitat conditions remain suitable.

Perhaps the most reliable survey method for this reptile is the use of cover-boards in suspected habitat. These consist simply of a piece of plywood placed on the ground; because reptiles must regulate their body temperature and seek protection from predators, especially hawks, cover boards offer these animals an opportunity to accomplish both objectives. Lifting the board allows surveyors to observe/collect the animal. The Department suggests cover boards should be placed in the public rights-of-way where proposed private roads (for turbine access) are anticipated to intersect them to determine whether this species remains present within the footprint.[11] Such a survey effort should be coordinated with County or Township road authorities.

Stream and Water Quality Protection

Energy facilities entail a great deal of construction disturbance to roads, bridges, culverts, drains, and fields. A single turbine foundation may require the excavation and re-distribution of more than 300 cubic yards of soil. There is a significant risk of erosion with associated siltation and sedimentation of drains and streams. Siltation covers and chokes such habitats, suffocating aquatic organisms. Thus, it is very important that construction crews employ effective erosion controls to prevent the movement of soils into area streams. While this is a central element of the developer's agreement with the Illinois Department of Agriculture, it may fall to the County to assure such measures are fully deployed and adequately maintained.

Consultation on the part of the Department is closed, unless Morgan County desires additional information or advice related to this proposal. In accordance with 17 Ill. Adm. Code 1075.40(h), the County should notify the Department of its decisions on these recommendations in writing: whether it will proceed with the action as proposed; whether it will require modification of the proposed action consistent with the Department's recommendation or otherwise; or whether it will forego the proposed action.

This consultation is valid for two years unless new information becomes available which was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the action has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the project being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, the applicant must comply with the applicable

[11] Persons collecting, handling, or disposing of fish & wildlife taken from the wild, or attempting to do so, are required to hold scientific collector permits from the IDNR pursuant to Title 17 Ill. Admin. Code Part 520 and Part 1070.

statutes and regulations. Also, note that closure of consultation does not imply IDNR's authorization or endorsement of the proposed action.

Please do not hesitate to contact the Department should any questions arise regarding the Department's review of this proposed action.

Sincerely,

Keith M. Shank, Natural Resource Manager
Impact Assessment Section
Office of Realty & Environmental Planning
Ph. (217) 785-5500
keith.shank@illinois.gov

EcoCAT
Ecological Compliance Assessment Tool

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Applicant: Lincoln Land Wind, LLC
Contact: Jennie Geiger
Address: 310 4th St NE, Ste 200
Charlottesville, VA 22902

IDNR Project Number: 1808749
Date: 03/14/2018

Project: Lincoln Land Wind Project
Address: TBD, TBD

Description: This is a wind project proposed to be built in Morgan County, IL with a capacity of up to 302 megawatts. The project will interconnect into the planned Ameren 345 kV Meredosia-Austin transmission line, which runs through the project area. The project is in initial stages of development.

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Bunchflower *(Melanthium virginicum)*

An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

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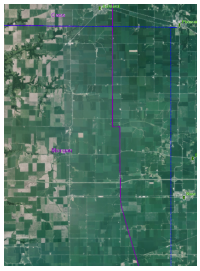

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IL Department of Natural Resources Contact
Natalia Jones
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
Morgan County Board
Dusty Douglas
345 West State Street
Jacksonville, Illinois 62650

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Black-billed Cuckoo and Upland Sandpiper Habitat Assessment for the Proposed Lincoln Land Wind Project

Morgan County, Illinois

Prepared by:

Travis Brown and Julia Wilson

Western EcoSystems Technology, Inc.
408 West Sixth Street
Bloomington, Indiana 47404

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INTRODUCTION

Western EcoSystems Technology, Inc. (WEST) completed a habitat assessment for the state endangered upland sandpiper (UPSA; *Bartramia longicauda*) and state threatened black-billed cuckoo (BBCU; *Coccyzus erythropthalmus*) for the proposed Lincoln Land Wind Project (Project) in Morgan County, Illinois. The purpose of the assessment was to identify suitable breeding and nesting habitat for UPSA and BBCU within the Project area to inform project design and construction timelines. Surveys were completed in accordance with IDNR recommendations to avoid potential impacts to state-listed bird species during the breeding season since both species had been documented during onsite avian use surveys (Brown and Wilson 2019).

HABITAT DESCRIPTIONS

Upland Sandpiper

The UPSA is a grassland-obligate species that historically occupied native prairie habitat throughout its breeding range, which includes northern and central Illinois (Houston et al. 2011). UPSA prefers grassland mosaics that consist of short grass for foraging (less than four inches [in]; 10 centimeters [cm] tall) and medium grass to conceal nests (6−12 in [15−31 cm]). The species of grass does not appear to be an important selection factor for nesting (US Department of Agriculture [USDA] Forest Service 2003, Illinois Natural History Survey [INHS] 2018, Dorio and Grove 1976). As such, suitable UPSA habitat consists of native prairies, native and non-native grasslands, meadows, hayfields, pastures, and right-of-ways along roads and railroads, especially when these areas are relatively large in size and grasses are of appropriate height (USDA Forest Service 2003, Helzer and Jelinski 1999). Almost no native prairie habitat remains across Illinois; therefore, pasture and hayfields are considered the preferred habitat for UPSA breeding in the state (INHS 2018). With limited native habitat available, UPSA can be found nesting in ditches, agricultural swales, and grasses adjacent to developed areas; UPSA is also likely to use these marginal areas for foraging when grass is short (USDA Forest Service 2003).

Black-billed Cuckoo

The BBCU nests in a variety of forested habitats characterized by dense clutter and riparian areas (Hughes 2018, National Audubon Society 2009). In the Midwest, riparian thickets and woodlands, as well as wetlands, marshes, early successional forest, and shrub/scrubland appear to be especially important to breeding BBCU. BBCU nests in a variety of microhabitats, including beech-oak forest, aspen thickets, riparian willow stands, and rarely, coniferous trees (Hughes 2018, Cornell Lab of Ornithology 2017). BBCU populations in Illinois have decreased since the early 1900's, and this reduction has been attributed to a loss of important habitat types, such as orchards, hedgerows, and shrubby field boundaries (Graber and Graber 1963, Kleen et al. 2004). While BBCU may occur in a variety of forest and shrubland areas, local abundance of this species may be more closely correlated with irruptions of cicadas (Nolan and Thompson 1975) and caterpillars (Jauvin and Bombardier 1996). An elusive bird, BBCU nests are concealed within

thickets, vines, and shrubs; as such, it often nests within 6.6 feet (ft; 2.0 meters [m]) and up to 21.0 ft (96.5 m) above ground level (NatureServe 2018, IDNR 2017).

METHODS

WEST first completed a desktop assessment to identify potentially suitable UPSA and BBCU nesting habitat using U.S. Geological Survey (USGS) National Land Cover Data (NLCD; USGS NLCD 2011, Yang et al. 2018). NLCD land cover classes that represented potentially suitable BBCU habitat included mixed forest, deciduous forest, woody wetland, shrub/scrub, and evergreen forest. Hay/pasture represented potentially suitable UPSA habitat.

A site visit was then completed on May 14-15, 2019 by a qualified biologist to field verify the areas identified as potentially suitable habitat during the desktop review. Surveys were completed from publicly accessible roads and observations were extrapolated to habitat that wasn't directly observable, when possible. When habitat identified via desktop assessment was not observable from accessible roads and/or obstructed from view by landscape features, the area was designated as "unknown". Areas identified as suitable nesting habitat for UPSA and BBCU in the Project area were further qualified by WEST as either "good" or "marginal" to "fair" as described below (Figure 1). WEST mapped all areas determined to be suitable nesting habitat for BBCU and UPSA, and took photographs of representative areas of suitable habitat.

Habitat Quality

Habitat was defined as "good" for UPSA if it met all the following requirements: 1) grassland mosaic featuring a variety of grass heights for nesting and foraging, 2) had posts or high points for perching, and 3) was relatively large in area compared to available grassland within the Project. Habitat was defined as "fair" or "marginal" for UPSA if available habitat was relatively small and/or did not feature a mosaic of heights that would typically be required for both nesting and foraging. In general, grassy roadside right-of-ways were not mapped as suitable habitat, as they typically were less than 10 ft (three m) in width and therefore considered marginal.

Habitat for BBCU was defined as "good" if it met all the following requirements: 1) forested areas that featured woodlands, thickets, and dense vegetation, 2) featured a riparian feature or water source, and 3) was relatively large in area compared to available forest within the Project. Habitat was defined as "fair" or "marginal" for BBCU if it lacked one or more of these requirements. Small woodlots (less than 5.0 acres [ac]; 2.0 hectares [ha]) were generally not considered BBCU habitat, especially if these areas lacked riparian features and suitable cover for nesting, such as early successional growth or thickets.

RESULTS

The desktop assessment identified approximately 1,495.0 ac (605.0 ha) of potentially suitable breeding habitat for UPSA and 1,086.0 ac (439.5 ha) of potentially suitable breeding habitat for BBCU. Field verification confirmed there were 1,543.5 ac (624.6 ha) of suitable UPSA breeding

habitat and 679.1 ac (274.8 ha) of suitable BBCU breeding habitat within the Project. The majority of habitat for both UPSA and BBCU was determined to be of marginal/fair quality (73% and 59%, respectively; Table 1, Figure 1) and less likely to support breeding UPSA and BBCU than areas of good quality.

Table 1. Suitable black-billed cuckoo and upland sandpiper breeding habitat at the proposed Lincoln Land Wind Project in Morgan County, Illinois.

Habitat Quality	Black-billed Cuckoo Habitat (acres)	Upland Sandpiper Habitat (acres)
Good	252.4	354.3
Marginal / Fair	400.7	1,126.9
Unknown	26.0	62.4
Total*	**679.1**	**1,543.5**

*Difference between totals shown and sums of values are due to rounding.

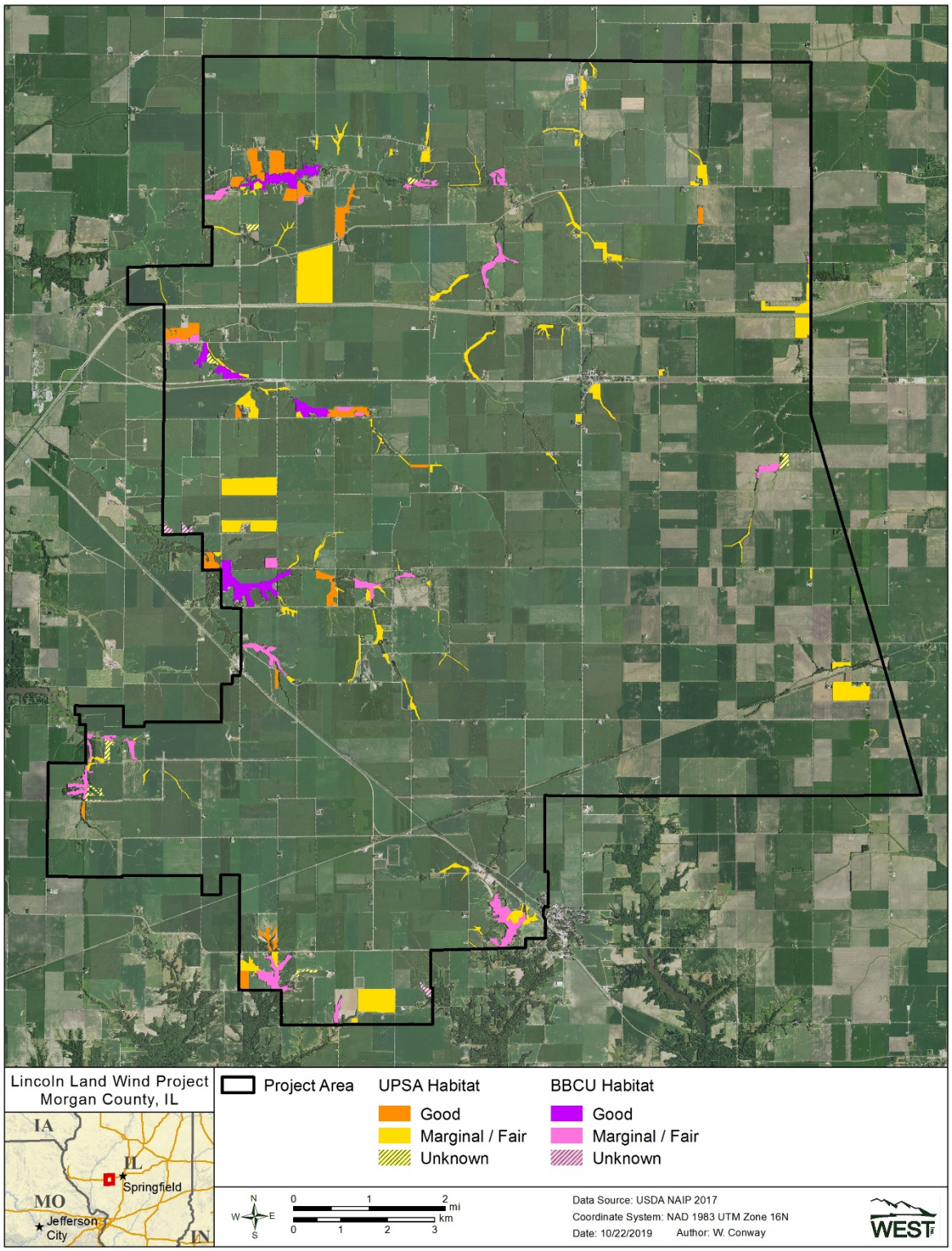

Figure 1. Black-billed cuckoo (BBCU) and upland sandpiper (UPSA) suitable breeding habitat at the proposed Lincoln Land Wind Project in Morgan County, Illinois.

Upland Sandpiper

Suitable habitat for UPSA consisted of pasture, unmown grassland, and agricultural swales. Pasture included areas with planted grasses used for livestock grazing and/or hay. Unmown grasslands were composed mainly of ruderal, non-native grass species (e.g., smooth brome [*Bromus inermis*], reed canarygrass [*Phalaris arundinacea*], Kentucky bluegrass [*Poa pratensis*], and tall fescue [*Festuca arundinacea*]), and mostly consisted of grass-lined streams flowing between agricultural fields. Agricultural swales included non-native, grassy strips in agricultural fields used to direct excess runoff water. Of the suitable habitat for UPSA, 354.3 ac (143.4 ha) were designated as good quality for breeding and featured grassland mosaics to meet foraging and nesting needs (Table 1, Appendix A).

Black-billed Cuckoo

Suitable habitat for BBCU documented within the Project area included thickets, early-successional deciduous forest, riparian forest, shrub-scrub, and forest edges (deciduous and coniferous). Suitable forest habitat commonly included black walnut (*Juglans nigra)*, shagbark hickory (*Carya ovata*), hackberry (*Celtis occidentalis*), sugar maple (*Acer saccharum*), green ash (*Fraxinus pennsylvanica*), red oak (*Quercus rubra*), and American sycamore (*Platanus occidentalis*), and featured cluttered understories and/or early successional growth. Of the suitable habitat for BBCU, 252.4 ac (102.1 ha) were designated as good quality for breeding and featured waterways and densely cluttered forest (Table 1, Appendix A).

CONCLUSION

One UPSA was observed during ongoing avian use surveys and did not occur in typical breeding habitat for the species. Rather, it was seen on a fence post between a gravel road and agricultural field with a narrow right-of-way, which was deemed to be of insufficient size to support a nesting UPSA. However, the sighting does confirm presence within the proposed Project area during the breeding season (Brown and Wilson 2019). To minimize impacts to UPSA during the breeding season, IDNR recommends construction activities within suitable habitat occur outside of the UPSA nesting season, which typically occurs from May 15 through June 30 (IDNR 2018).

Three BBCU observations were recorded during ongoing avian use surveys and occurred in suitable breeding habitat for the species, confirming their presence in the Project during the breeding season (Brown and Wilson 2019). If construction activities avoid suitable BBCU forested habitat, then impacts to nesting BBCU will likely be minimal. If construction necessitates the removal of BBCU habitat, trees should be cleared outside BBCU nesting season, which occurs from late May through late June (Hughes 2018).

While both species have been observed within the Project, suitable UPSA habitat composes only 2.5% of the Project, which decreases to 0.6% if considering only good quality habitat for breeding. Likewise, suitable BBCU habitat composes only 1.1% of the Project, with good quality breeding habitat only 0.4%. Therefore, direct disturbance to suitable nesting habitat may be avoidable

through spatial and/or temporal construction measures. If construction is necessary in suitable habitat during the nesting season, then habitat could be removed prior to the nesting season (i.e., mowed to a height of <4 in [<10 cm] for UPSA or cleared for BBCU). If pre-nesting habitat removal is impracticable, a biologist could survey the relevant area for nesting UPSA or BBCU prior to disturbance. In this scenario, areas of good habitat for either species represent zones with a higher likelihood of occurrence, and higher risk of potential construction delays, whereas state-listed birds are relatively unlikely to nest in areas with marginal or fair habitat. Areas labeled as "unknown" should be considered to be good quality habitat until they can be accessed and evaluated in the field.

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Appendix A: Voucher Photographs of Upland Sandpiper and Black-billed Cuckoo Habitat at the proposed Lincoln Land Wind Project.

Appendix A1. Example of upland sandpiper habitat designated as good quality. Good quality habitat featured relatively large grassland mosaics suitable for nesting and foraging, as well as posts for perching.

Appendix A2. Example of an agricultural swale and marginal to fair upland sandpiper habitat.

Appendix A3. Example of black-billed cuckoo habitat designated as good quality. Habitat of good quality featured a high amount of forest clutter, thickets, and water sources.

Appendix A4. Example of black-billed cuckoo habitat designated as marginal to fair quality.

Lined Snake (*Tropidoclonion lineatum*) Habitat Assessment and Presence/Absence Survey

Lincoln Land Wind Project

Morgan County, Illinois

Prepared by:

Travis Brown, Emily Stulik, and Karl DuBridge

Western EcoSystems Technology, Inc.
408 West Sixth Street
Bloomington, Indiana 47404

January 30, 2019

Privileged and Confidential – Not For Distribution

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INTRODUCTION

Western Ecosystem Technologies, Inc. (WEST) completed a habitat assessment and surveys to evaluate presence/probable absence of the lined snake (*Tropidoclonion lineatum*) within the proposed Lincoln Land Wind Project (Project) in Morgan County, Illinois (Figure 1). The surveys were completed in accordance with IDNR recommendations.

The lined snake is a small, semi-fossorial species that is uncommon in parts of its native range in central Illinois counties. Its preferred habitat consists of undisturbed prairie remnants and grasslands along wooded corridors. It can be found in urban lots in former prairie under rocks, logs, leaves, boards and other cover during the day (Illinois Natural History Survey [INHS] 2018). This species is primarily nocturnal but has been observed basking during the day in spring and early fall (Ernst and Barbour 1989, Oldfield and Moriarty 1994). Lined snakes are active from March to November and are most active after heavy rains when the likelihood of catching their principal food source, earthworms, is high (Minnesota Department of Natural Resources [MNDNR] 2008, INHS 2018a, Davis 2017). The lined snake is oviparous and gives birth to live young in late August or September. The snake has been documented approximately 4.4 miles (mi) west of the Project in Jacksonville, Illinois (INHS 2018a).

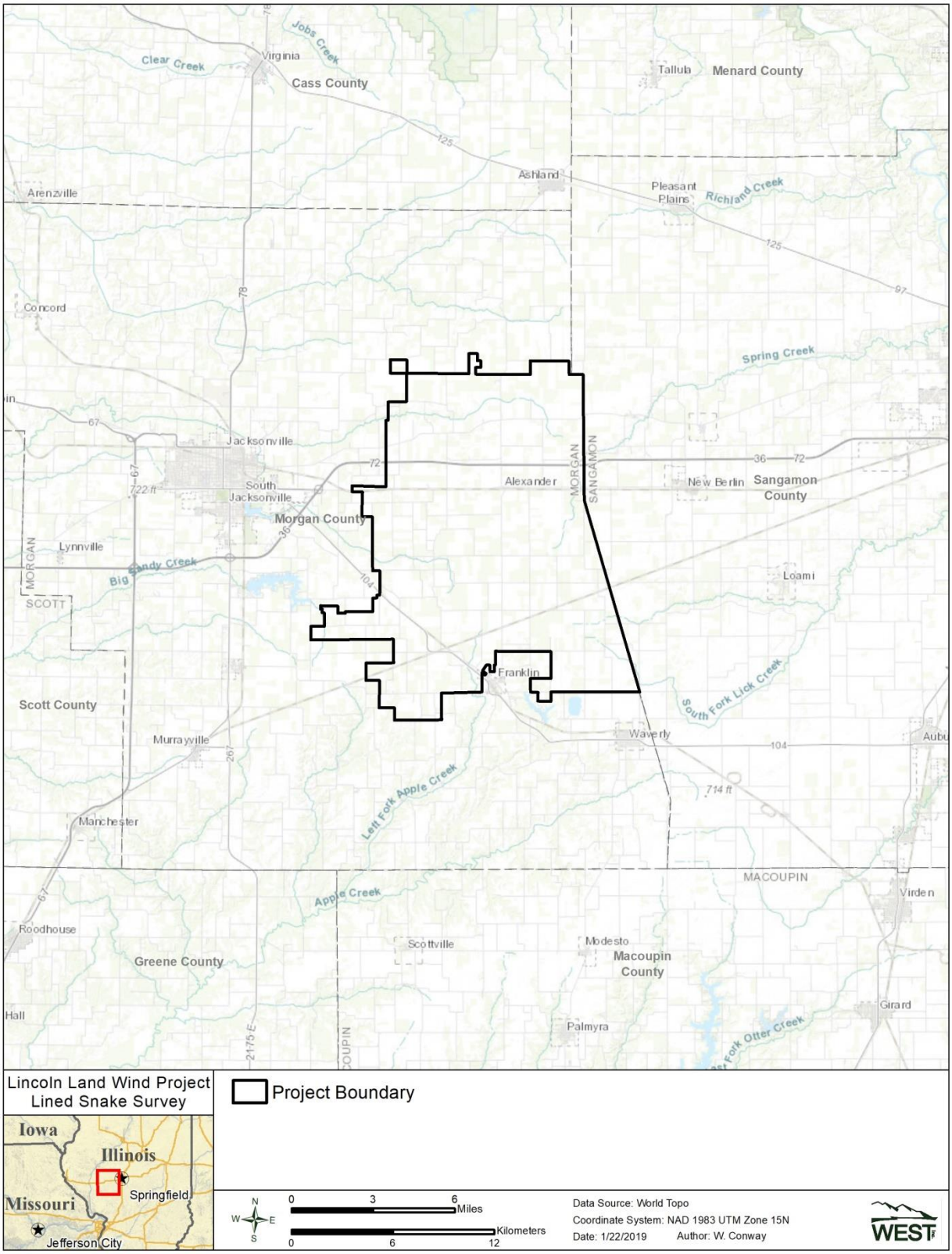

Figure 1. Location of the proposed Lincoln Land Wind Project.

PROJECT AREA

The proposed Project encompasses approximately 62,501 acres (ac) located 3.5 mi east of the town of Jacksonville in Morgan County, Illinois. The Project mainly falls within the Eastern Corn Belt Plains Level III Ecoregion, with a small area of the southern section falling within the Interior River Valleys and Hills ecoregion (Woods et al. 1998, U.S. Environmental Protection Agency [USEPA] 2013). The Eastern Corn Belt Plains consists of the area from central Illinois north to the Wisconsin border and contains highly fertile soil that hosts vast farms that grow corn (*Zea mays*), soybean (*Glycine max*), and winter wheat (*Triticum aestivum*), as well as livestock. Forests in the area have largely been cleared for farming and are now mainly restricted to riparian or park lands. The Interior River Valleys and Hills ecoregion consists of areas draining into large rivers creating valleys that are approximately half cropland, thirty percent pasture, and twenty percent naturally growing forest (USEPA 2013).

Cultivated cropland composes the majority of the Project area (89.5%), followed by developed land (5.5%), hay/pasture (3.2%) and deciduous forest (1.6%; Table 1). All other habitat types individually make up less than 1.0% of the Project (Table 1; US Geological Survey [USGS] 2011).

Table 1. Land cover/land use types and composition within the proposed Lincoln Land Wind Project Area in Morgan County, Illinois.

Land Cover Class	Acres	Percent (%) Composition
Cultivated Crops	55,963.1	89.5
Developed	3,451.7	5.5
Hay/Pasture	2,003.1	3.2
Deciduous Forest	1,020.9	1.6
Open Water	34.7	0.06
Woody Wetlands	19.6	0.03
Evergreen Forest	8.0	0.01
Total*	**62,501.1**	**100%**

* Totals may vary based on rounding.

Data were obtained from US Geological Survey National Land Cover Database compiled from satellite imagery (2011, National American Datum 1983).

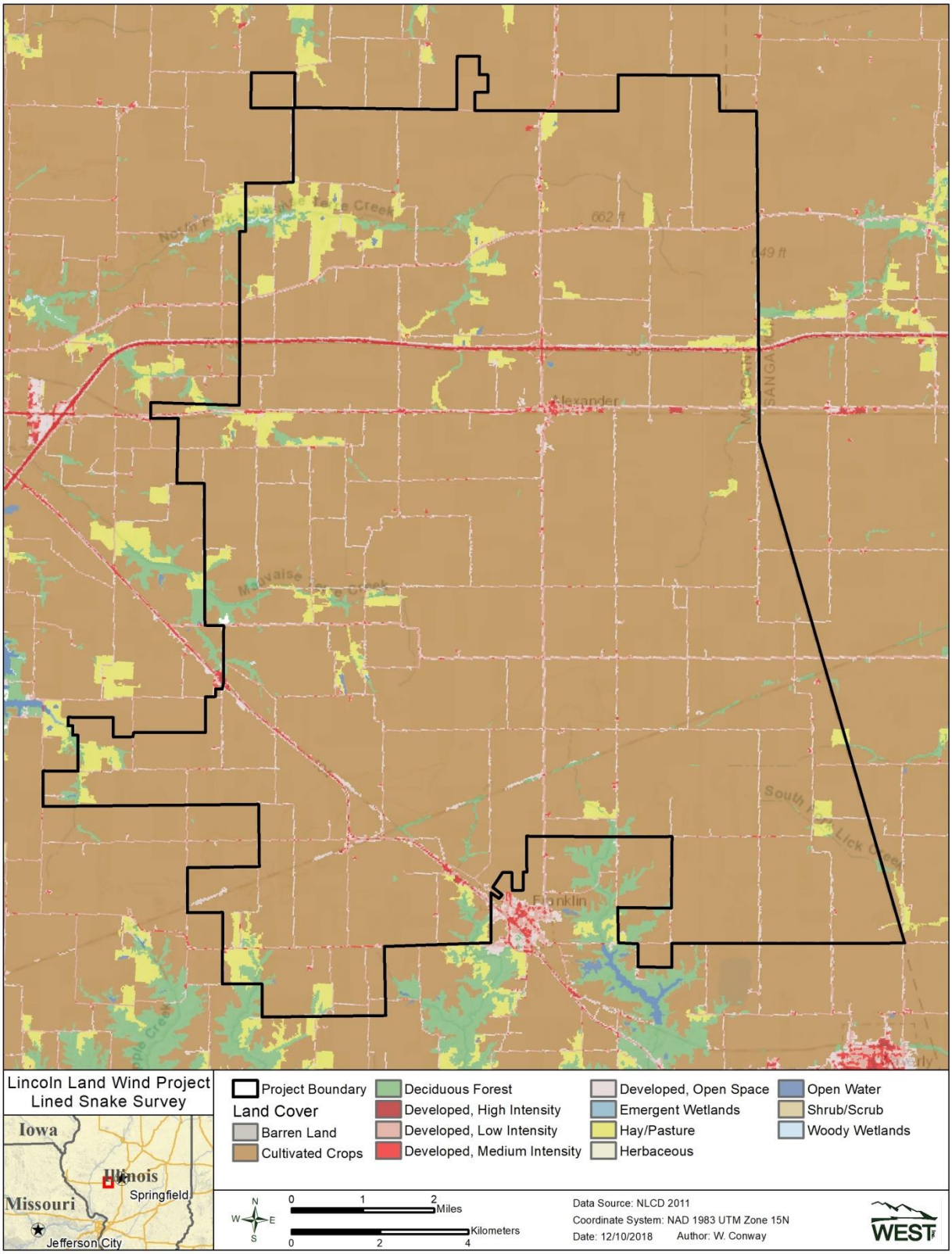

Figure 2. Composition of land cover within the proposed Lincoln Land Wind Project area.

METHODS

The survey methodology included a desktop habitat assessment and ground-truthing, as well as presence/absence surveys in accordance with the October 2, 2018 survey plan approved by IDNR (Brown 2018; Appendix A).

Desktop Habitat Assessment and Ground-Truthing

Geographic Information System layers, including aerial photography, National Land Cover Database (NLCD) data, a Conservation Reserve Program shapefile, and U.S. Fish and Wildlife National Wetland Inventory data were evaluated via desktop review to identify potentially suitable habitat, which was defined as grass-lined agricultural swales, unmanicured portions of roadside ditches, railroad verge, pasture, semi-native herbaceous areas, shrub-scrub areas, and fallow areas of farmsteads. A WEST field biologist then completed field surveys on August 18-20, 2018 to ground-truth the results of the initial desktop assessment and refine mapping as appropriate.

Results of the habitat assessment were further refined to identify areas of higher quality suitable habitat, defined as areas of minimal human-caused disturbance with a patch size of 10 acres or greater and connectivity to other similar patches (as well as smaller patches that were part of a complex of connected habitat). Areas deemed as higher quality habitat were selected for presence/probable absence surveys with the assumption that if the higher quality sites are unoccupied, then the lower quality sites are likely to be unoccupied as well (Keith Shank, IDNR, personal communication, September 27, 2018).

Lined Snake Survey

In accordance with IDNR recommendations and the Project study plan (Brown 2018), WEST utilized cover boards to assess presence/probable absence of lined snakes within ten sample areas identified as high quality habitat during the desktop assessment. Due to land access difficulties, two sites identified in the study plan could not be sampled, and alternate sites were chosen (Figure 3). Three plywood cover-boards per sample area were deployed within each sample area. Cover-boards consisted of 3x4-feet (ft) or 2x4-ft pieces of plywood laid on the ground in order to provide shelter for reptiles. Cover-boards were laid on or adjacent to areas of grassy vegetation, with preference given to areas where boards could be laid on bare soil adjacent to herbaceous vegetation.

Cover-boards were placed in locations where they were unlikely to be noticed and disturbed by the public. Cover-boards were left in place for at least three nights before being checked for the first time, and then they were checked once per week until the average ground temperature in the vicinity of the Project was below 50° Fahrenheit (F; as determined using data from http://www.greencastonline.com/tools/soil-temperature). Cover-boards were checked during the day, when temperatures were between 50 and 80° F, and the weather was recorded during each check (temperature, wind speed, and precipitation). In addition, biologists searched under existing cover items (e.g., trash, boards, and logs) within each site as available. Cover-boards were removed once surveys were complete. All snake species detected were to be recorded,

along with relevant data (i.e., date, time, temperature, species, approximate length, and photographs).

RESULTS

Habitat Assessment

Through desktop assessment and ground-truthing, 288 patches (totaling 1,498 ac) of suitable lined snake habitat were identified in the Project area (Figure 3). Dominant vegetation in areas of suitable habitat was typically non-native cool season grasses (i.e. smooth brome [*Bromus inermis*], reed canary grass [*Phalaris arundinacea*], and tall fescue [*Schedonorus arundinaceus*]) or annual species, such as nodding foxtail (*Setaria faberi*), indicating a likely history of human disturbance. Native prairie plant species were absent from most of the Project area.

In total, 18 patches (217 ac total) of higher-quality habitat were identified. These areas were generally located in pastures, hay fields, and fallow areas that are likely to have been pastures in recent history. Non-native, cool season grasses were still a dominant part of the plant community in these areas, although goldenrod (*Solidago* sp.) and other native forbs were a substantial part of the plant community in some patches (e.g. cover-board locations 2a-2c). Results from the habitat assessment, as well as available land access, were used to identify 10 representative higher-quality sites where surveys for lined snakes were conducted (Figure 3; Appendix B).

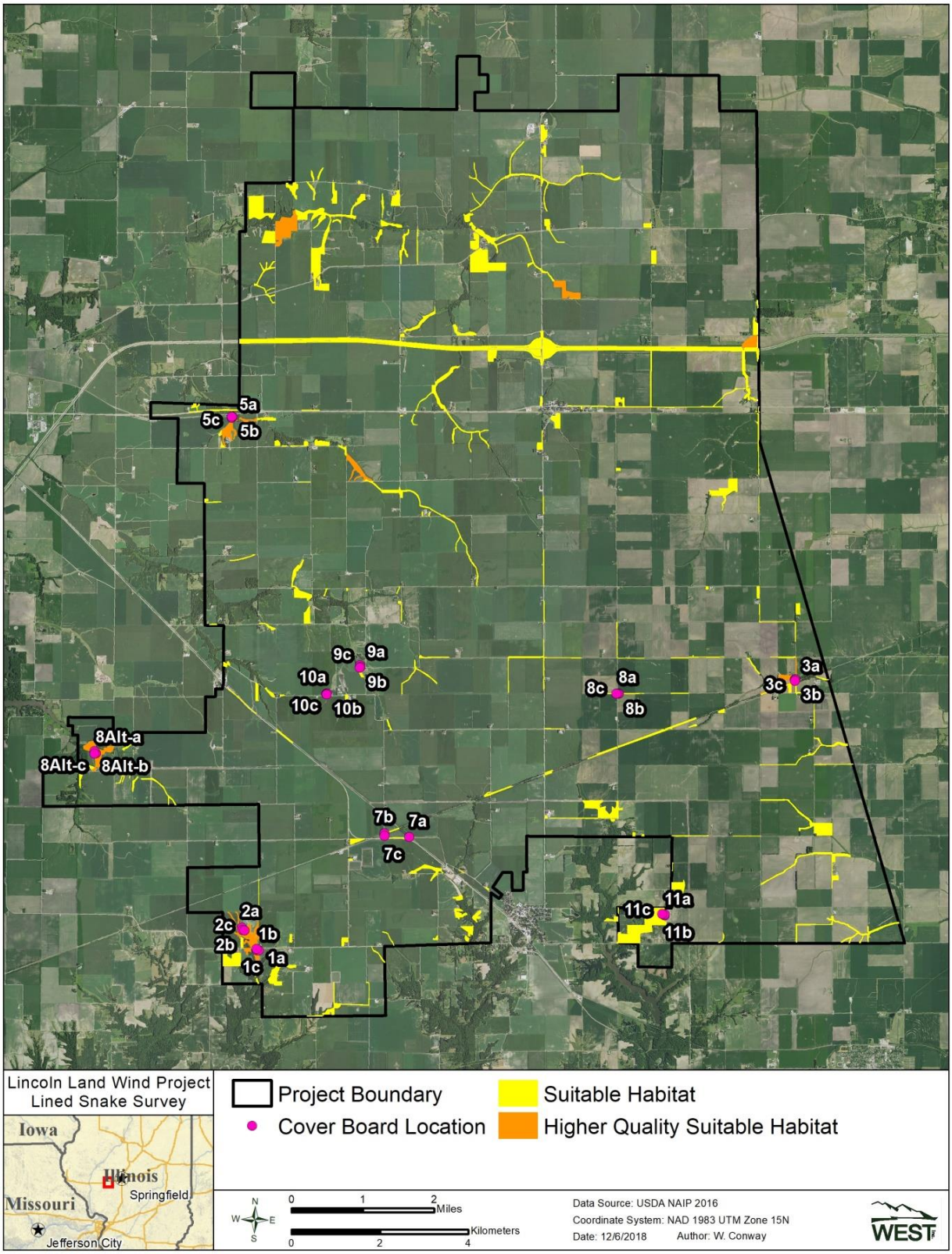

Figure 3. Cover-board locations in relation to suitable habitat for lined snakes (*Tropidoclonion lineatum*) at the Lincoln Land Wind Project in Morgan County, Illinois.

Lined Snake Survey

The field assessment resulted in no observations of reptiles, although other fauna were observed under cover-boards and in-situ cover items (i.e., trash and boards). During the cover-board checks there was one instance of an American toad (*Anaxyrus americanus*) and six instances of small mammals recorded underneath cover-boards (three instances of mice [*Peromyscus* sp.] and three instances of northern short-tailed shrews [*Blarina brevicauda*]; Table 2). In addition, tunneling by small mammals and invertebrates was evident under many of the cover-boards (Appendix C), and preferred lined snake food items (i.e., earthworms [Annelida]) were also observed.

Table 2. Results of cover-board checks during surveys at the Lincoln Land Wind Project.

Site	Date	Temperature (°F)	Species found under cover-boards
1	10/17/2018	56	
	10/22/2018	67	
	10/30/2018	74	*Peromyscus* sp. Pups
	11/8/2018	38	*Blarina brevicauda*
2	10/17/2018	56	
	10/22/2018	67	
	10/30/2018	74	
	11/8/2018	37	
3	10/17/2018	57	*Peromyscus* sp.
	10/22/2018	67	
	10/30/2018	74	
	11/8/2018	38	
5	10/17/2018	55	
	10/22/2018	67	
	10/30/2018	74	
	11/8/2018	36	
7	10/17/2018	56	
	10/22/2018	68	
	10/30/2018	75	
	11/8/2018	38	*Blarina brevicauda*
8	10/17/2018	56	
	10/22/2018	67	*Peromyscus* sp.
	10/30/2018	75	
	11/8/2018	38	
8-alt	10/17/2018	56	
	10/22/2018	67	
	10/30/2018	75	
	11/8/2018	37	3 *Peromyscus* sp.
9	10/17/2018	55	*Peromyscus* sp.
	10/22/2018	68	
	10/30/2018	75	*Blarina brevicauda*

Table 2. Results of cover-board checks during surveys at the Lincoln Land Wind Project.

Site	Date	Temperature (°F)	Species found under cover-boards
	11/8/2018	36	
10	10/17/2018	55	*Anaxyrus americanus*
	10/22/2018	68	
	10/30/2018	75	
	11/8/2018	37	
11	10/17/2018	56	
	10/22/2018	67	
	10/30/2018	75	
	11/8/2018	37	

CONCLUSIONS

The habitat with the highest probability for lined snake occurrence on accessible lands was selected for surveys, and surveys were completed during a period of time when lined snakes are active. The presence of small mammals, an amphibian, and earthworms under the cover-boards suggests that the boards were in place for sufficient time to attract other semi-fossorial and fossorial fauna, including lined snake prey items. No lined snakes were found under cover-boards or existing cover items, suggesting likely absence of lined snakes from the Project area.

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Appendix A. Study Plan Approval

Travis Brown <tbrown@west-inc.com>

RE: BUSINESS CONFIDENTIAL: Proposed Lined Snake Surveys

1 message

Shank, Keith <Keith.Shank@illinois.gov> Wed, Oct 10, 2018 at 5:45 PM
To: Jennie Geiger <jennie.geiger@apexcleanenergy.com>
Cc: Dave Phillips <dave.phillips@apexcleanenergy.com>, "Travis Brown (tbrown@west-inc.com)" <tbrown@west-inc.com>

This strikes me as an appropriate effort, and perhaps just in time, since it seems the weather is turning this week.

Southwest Morgan County recorded a Copperhead in 1943, and that's the northernmost record I could find for that species. Timber Rattlers are pretty much confined to river bluffs, and there are no known Massasauga populations north of Carlyle at this time. So venomous reptiles are unlikely. Kirtland's Snake, another listed snake in Illinois, is a possibility; there are some around Springfield.

Keith M. Shank

Manager, Consultation Services

Division of Real Estate Services and Consultation

Office of Realty & Capital Planning

Illinois Dept. of Natural Resources

One Natural Resources Way

Springfield, IL 62702-1271

keith.shank@illinois.gov

Phone (217) 785-4984

From: Jennie Geiger <jennie.geiger@apexcleanenergy.com>
Sent: Tuesday, October 2, 2018 4:57 PM
To: Shank, Keith <Keith.Shank@Illinois.gov>
Cc: Dave Phillips <dave.phillips@apexcleanenergy.com>; Travis Brown (tbrown@west-inc.com) <tbrown@west-inc.com>
Subject: [External] BUSINESS CONFIDENTIAL: Proposed Lined Snake Surveys

Hi Keith –

As discussed last Friday, we are seeking to complete presence/probable absence surveys for lined snakes at the Lincoln Land Wind Project in Morgan County, Illinois. The attached Study Plan provides the results of the initial habitat assessment that was completed for the Project, presents the methodology utilized to identify areas of higher quality habitat to focus survey efforts, as well as presents the proposed methodology for the presence/probable absence surveys.

If you could please review the proposed Study Plan and provide concurrence or suggested revisions as soon as possible we would appreciate it as we are seeking to initiate surveys later this week.

Thanks,
Jennie

JENNIE GEIGER

Environmental Permitting Manager

Apex Clean Energy, Inc.

310 4th St NE, Suite 200, Charlottesville, VA 22902

office: 434-260-6982 | cell: 720-320-9450 | fax: 434-220-3712

jennie.geiger@apexcleanenergy.com | www.apexcleanenergy.com

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Appendix B. Representative Site Photos

Appendix A Photo 1. Representative photo of Site 1.

Appendix A Photo 2. Representative photo of Site 2.

Appendix A Photo 3. Representative photo of Site 3.

Appendix A Photo 4. Representative photo of Site 5.

Appendix A Photo 5. Representative photo of Site 7.

Appendix A Photo 6. Representative photo of Site 8-alt.

Appendix A Photo 7. Representative photo of Site 9-alt.

Appendix A Photo 8. Representative photo of Site 10.

Appendix A Photo 9. Representative photo of Site 11.

Appendix A Photo 10. Example of existing cover items within the Project that were searched for lined snakes.

Appendix A Photo 11. Example of existing cover items within the Project that were searched for lined snakes.

Appendix C. Photos of Survey Findings

Appendix B Photo 1. Photo showing small mammal tunnel activity and nest under board at Site 7 November 8, 2018.

Appendix B Photo 3. Photo showing *Anaxyrus americanus* under board at Site 10 October 17, 2018.

Appendix B Photo 2. Photo showing *Peromycus* sp. nest and young under board at Site 8-alt November 8, 2018.

Appendix B Photo 4. Photo showing *Peromycus* sp. young under board at Site 1 October 30, 2018.

Avian Use Surveys for the Proposed Lincoln Land Wind Project Morgan County, Illinois

FINAL REPORT

April 13, 2018 – March 27, 2019

Prepared by:

T. Travis Brown and Julia R. Wilson

Western EcoSystems Technology, Inc.
408 West Sixth Street
Bloomington, Indiana 47404

October 18, 2019

Privileged and Confidential - Not For Distribution

EXECUTIVE SUMMARY

Western EcoSystems Technology, Inc. completed year-round avian use surveys for the proposed Lincoln Land Wind Project (Project) located in Morgan County, Illinois. The objective of the surveys was to evaluate species composition, and seasonal and spatial use of the Project by birds, with a particular focus on eagles and sensitive species. The surveys were consistent with the recommendations outlined in the US Fish and Wildlife Service (USFWS) 2012 *Land-Based Wind Energy Guidelines,* the USFWS 2013 *Eagle Conservation Plan Guidance* (ECPG), the USFWS 2016 *Revisions to Regulations for Eagle Incidental Take and Take of Eagle Nests,* as well as recommendations from USFWS and the Illinois Department of Natural Resources.

Surveys were completed monthly from April 13, 2018 – March 27, 2019, at 40 points established throughout the Project area. Surveys consisted of 5-minute (min) counts for small birds within 100-meter (m; 328-foot [ft]) radius plots, followed by 60-min counts within 800-m (2,625-ft) radius plots, where raptors and large birds were counted in the first 20 min and only eagles and sensitive species were recorded for the remaining 40 min. Observations of sensitive species (defined as species afforded protection under the Endangered Species Act, Bald and Golden Eagle Protection Act, listed as threatened and endangered by the state of Illinois or birds of particular concern defined by the USFWS Information for Planning and Consultation [IPaC]), were recorded any time they were observed.

Eighty-one small bird species and 40 large bird species were recorded during the point-count surveys. Small bird use was highest during the summer (31.16 birds/100-m plot/5-min survey) and lowest during the winter (3.40). Large bird use was highest during the spring (14.28 birds/800-m plot/20-min survey) and lowest during the winter (3.51). Seasonal diurnal raptor use was as follows: summer (1.10 bird/800-m plot/20-min survey), spring (0.64), fall (0.37), and winter (0.32).

Eleven bald eagle observations and one golden eagle observation were recorded during the surveys and three bald eagle observations were recorded incidentally. All eagle observations were recorded in the central portion of the Project. Bald eagles were only observed during the fall (0.04 birds/800-m plot/60-min survey) and winter (0.05), and the golden eagle was recorded in the spring.

No federally threatened or endangered bird species were observed during the surveys. Three state-listed birds were documented during the surveys (black-billed cuckoo [threatened], northern harrier [endangered], upland sandpiper [endangered]), and one state-listed species was documented incidentally (short-eared owl [endangered]). The black-billed cuckoo and upland sandpiper were the only state-listed species observed during their breeding season, indicating that they may nest within the Project area. Four migratory birds of particular concern were also observed in the Project area during surveys, including American golden plover, bobolink, Henslow's sparrow, and red-headed woodpecker.

Overall, the Project is likely to have low impact to small or large bird populations, including diurnal raptors and sensitive species. Presence of sensitive species may warrant special management consideration during construction to avoid disturbance to potential breeding birds. Most common species observed are widespread and abundant, suggesting relatively low risk of adverse impacts to bird populations. Bald eagle use was limited to fall and winter and the one golden eagle was observed in the spring, which indicates that both species are likely migrating or wintering and not using the Project during the breeding season.

STUDY PARTICIPANTS

Travis Brown	Project Manager
Mandy Kauffman	Lead Client Analyst
Zoey Gustafson	Analyst
Julia Wilson	Field Supervisor and Report Writer
Julia Preston-Fulton	Technical Editor
Wes Conway	GIS Technician
Jolie Blevins	QAQC Technician
Carmen Boyd	Project Tracking and Data Manager
Pete Moxon	Field Technician
Dina Pettit	Field Technician
Samantha McCarrel	Field Technician

REPORT REFERENCE

Brown, T. T., and J. R. Wilson. 2019. Avian Use Surveys for the Proposed Lincoln Land Wind Project, Morgan County, Illinois. Final Report: April 13, 2018 – March 27, 2019. Prepared by Western EcoSystems Technology, Inc. (WEST), Bloomington, Indiana. October 18, 2019.

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Appendix A. Bird Species Observed at the proposed Lincoln Land Wind Project from April 13, 2018 – March 27, 2019

Appendix B. Mean Use, Percent of Use, and Frequency of Occurrence for Small Birds and Large Birds Observed during Surveys at the proposed Lincoln Land Wind Project from April 13, 2018 – March 27, 2019

Appendix C. Mean Use by Point for All Major Small and Large Bird Types during Surveys at the proposed Lincoln Land Wind Project from April 13, 2018 – March 27, 2019

Appendix D. US Fish and Wildlife Service Information, Planning and Consultation System Resource List

Appendix E. Raptor Fatality Summary Table for the Midwest Region of North America

Appendix F. Summary Table for Wind Energy Facilities Reporting Bird Fatalities in North America

Appendix G: Fatality Tables and Figures References.

INTRODUCTION

Western EcoSystems Technology, Inc. (WEST) completed avian use surveys from April 13, 2018 – March 27, 2019, for the proposed Lincoln Land Wind Project (Project) located in Morgan County, Illinois (Figure 1). The objective of the surveys was to evaluate avian species composition, and avian seasonal and spatial use at the Project, with a particular focus on eagles and sensitive species. Survey protocols were consistent with recommendations outlined in the US Fish and Wildlife Service (USFWS) *Land-Based Wind Energy Guidelines* (USFWS 2012), the USFWS *Eagle Conservation Plan Guidance* (ECPG; USFWS 2013), the USFWS *Revisions to Regulations for Eagle Incidental Take and Take of Eagle Nests* (USFWS 2016), as well as recommendations from USFWS and the Illinois Department of Natural Resources (IDNR).

PROJECT AREA

The proposed Project area is located in Morgan County, Illinois, approximately 2.4 kilometers (km; 1.5 miles [mi]) east of Jacksonville, Illinois. According to the National Land Cover Database (NLCD), the Project area is dominated by cultivated cropland (89.4%; Table 1, Figure 2; US Geological Survey NLCD 2011, Homer et al. 2015). The next most common cover type is developed areas, which compose 5.5% of the Project area, followed by hay/pasture (3.3%) and deciduous forest (1.7%; Table 1). All other land cover types compose less than 0.1% of the Project area, individually (Table 1, Figure 2).

Table 1. Land cover types and composition in the proposed Lincoln Land Wind Project.

Land Cover Type	Acres	Percent Composition
Cultivated Crops	57,598	89.4
Developed	3,517	5.5
Hay/Pasture	2,142	3.3
Deciduous Forest	1,075	1.7
Open Water	35	<0.1
Woody Wetlands	21	<0.1
Evergreen Forest	8	<0.1
Total[a]	**64,396**	**100**

Data from US Geological Survey National Land Cover Database 2011, Homer et al. 2015

[a] Sums of values shown may not equal total value shown due to rounding.

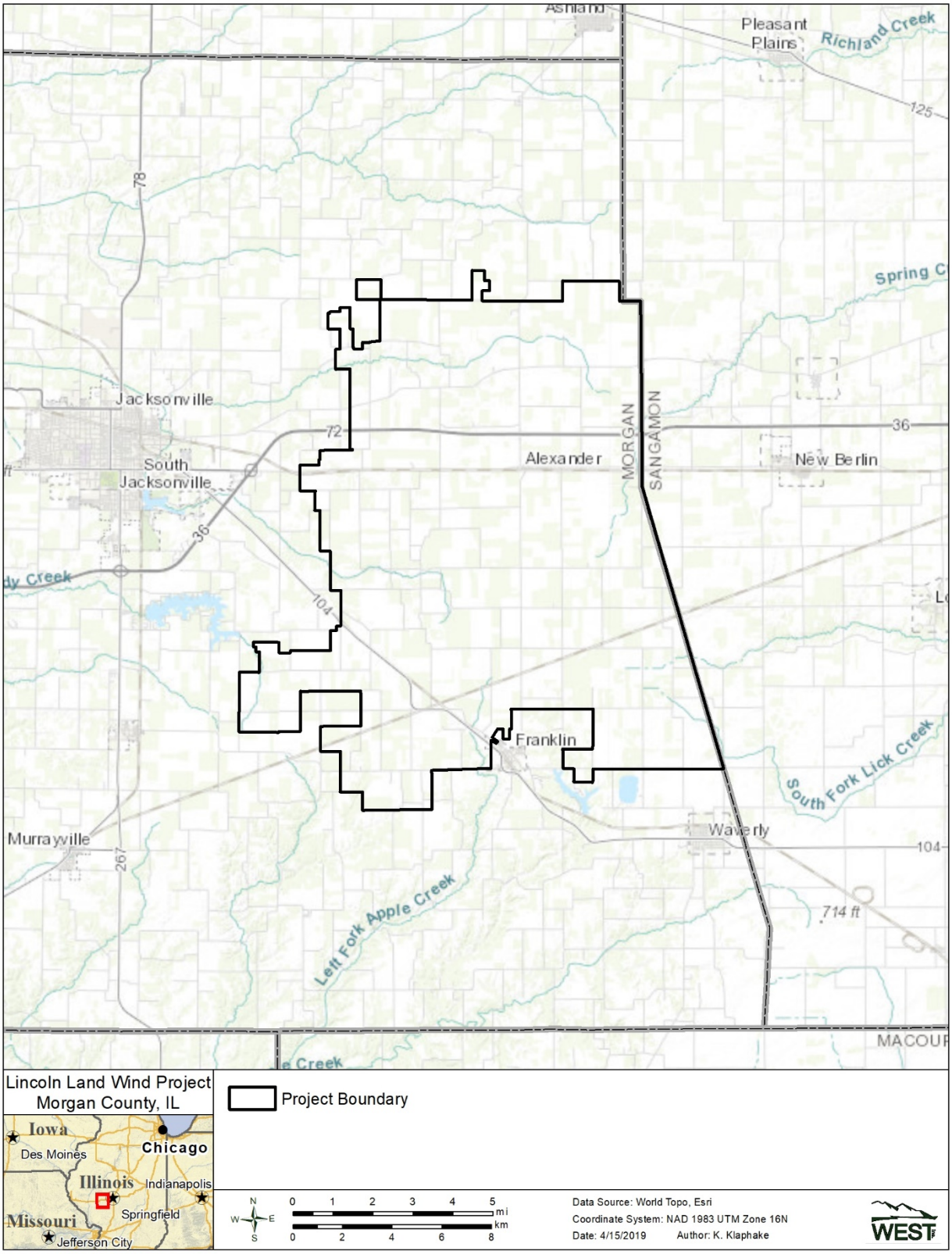

Figure 1. Location of the proposed Lincoln Land Wind Project in Morgan County, Illinois.

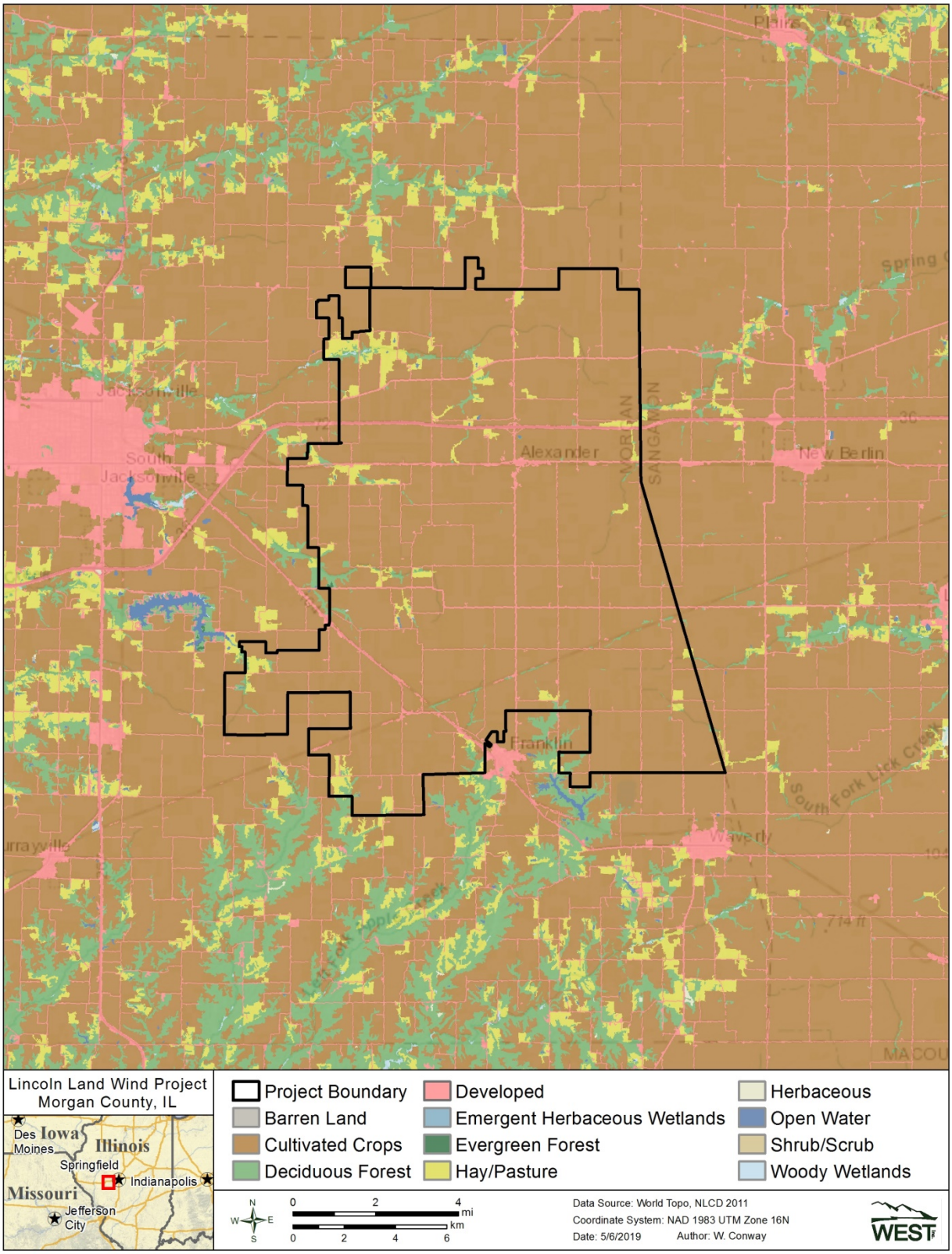

Figure 2. Land cover in the proposed Lincoln Land Wind Project (US Geological Survey National Land Cover Database 2011, Homer et al. 2015).

METHODS

Monthly avian use surveys were completed from April 13, 2018 – March 27, 2019 at 40 points established throughout the Project area, in accordance with the methods described by Reynolds et al. (1980). Within the initial Project boundary, 36 avian use points were surveyed. The Project boundary was revised in January 2019 when three additional points were added, and again in February 2019 when one additional point was added (Figure 3). All points within the initial Project boundary were surveyed monthly for an entire year to achieve at least 30% annual coverage (USFWS 2013).

Point count surveys were completed for 65 minutes (min), with small birds recorded within 100 meters (m; 328 feet [ft]) for the first five min; all raptors and large birds (including eagles) recorded out to 800 m (2,625 ft) for the next 20 min; and only eagles for the remaining 40 min of each 65-min survey. The 60-min eagle use survey methodology is consistent with the methods recommended in the ECPG. For purposes of this study, small birds were defined as hummingbirds, swifts, woodpeckers, and passerines; large birds were defined as waterbirds, waterfowl, shorebirds, gulls and terns, diurnal raptors (kites, accipiters, buteos, eagles, falcons, northern harrier [*Circus hudsonius*], and osprey [*Pandion haliaetus*]), owls, vultures, and upland game birds.

Observations of sensitive species (defined as species afforded protection under the Endangered Species Act [1973]; Bald and Golden Eagle Protection Act [1940]; listed as threatened or endangered by the state of Illinois [Illinois Department of Natural Resources 2018]; or birds of particular concern identified in the USFWS Information, Planning, and Consultation System [IPaC] report [USFWS 2019]) were recorded throughout the surveys. Observations of sensitive species outside the appropriate survey period, beyond the 100- or 800-m radius plot, and in transit were recorded as incidental observations to document occurrence on site, but were excluded from statistical analyses.

At each survey point, the date, start and end time of the survey period, and weather information (e.g., temperature, wind speed and direction, and cloud cover) were recorded. Species or best possible identification, number of individuals, sex and age class (if identifiable), distance from plot center when first observed, closest distance, altitude above ground, activity (behavior), and habitat(s) were recorded for each observation. Bird behavior and habitat type where the observation occurred were recorded based upon the point of first observation. Approximate flight height and distance from plot center at first observation were recorded to the nearest 5-m (16-ft) interval. Eagle risk minutes (i.e., minutes of eagles flying within 800 m and below 200 m [656 ft]) were documented in accordance with the ECPG. Locations and flight paths of eagles and state and federally listed species were recorded on field maps by unique observation number.

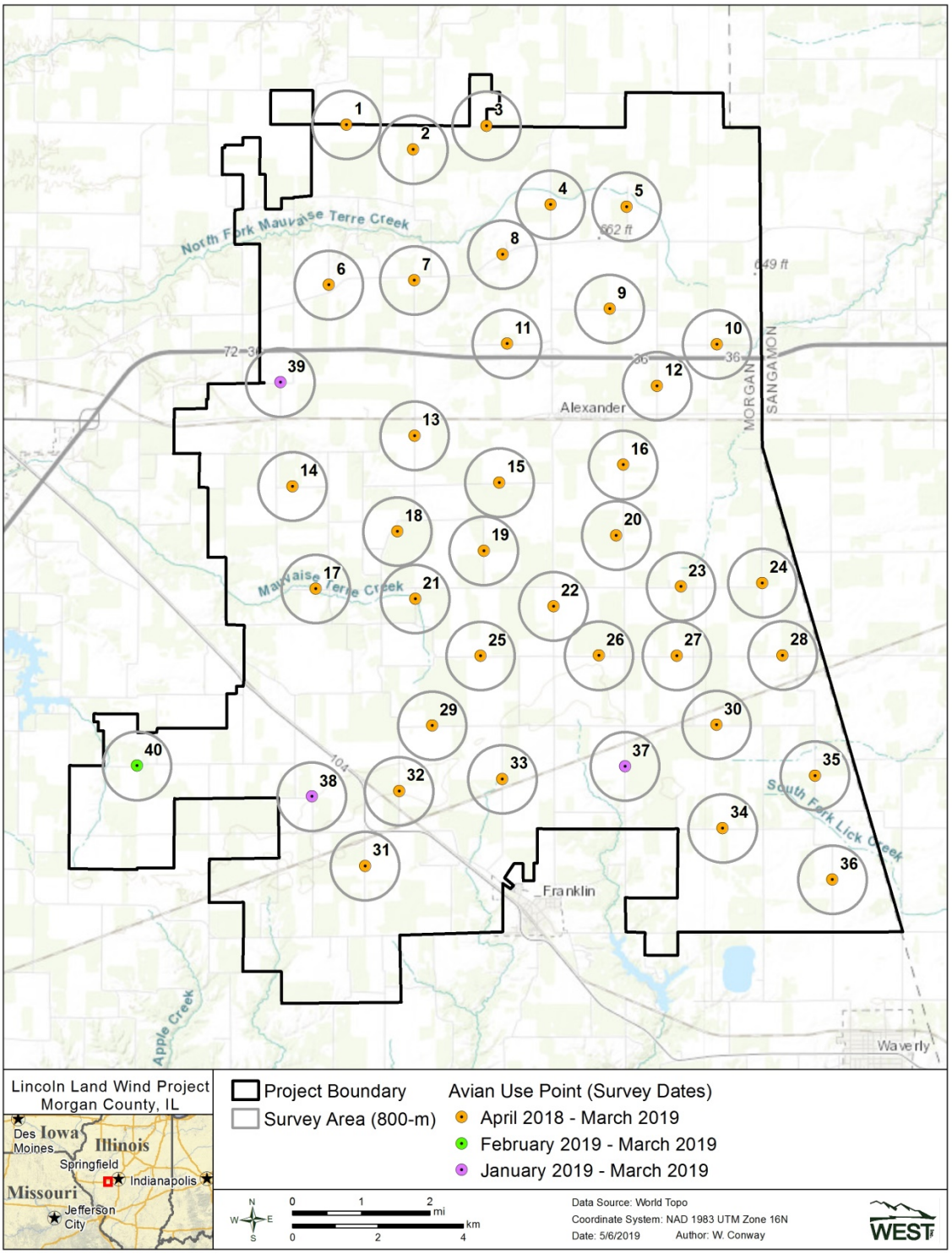

Figure 3. Fixed-point count locations for avian use surveys at the proposed Lincoln Land Wind Project.

Statistical Analysis

Quality Assurance and Quality Control

Quality assurance and quality control (QA/QC) measures were implemented at all stages of the surveys, including in the field, during data entry and analysis, and report writing. Observers were responsible for inspecting data forms for completeness, accuracy, and legibility following each field survey. Potentially erroneous data were identified using a series of database queries. Irregular codes or data suspected as questionable were discussed with the observer and/or project manager. Errors, omissions, or problems identified in later stages of analysis were traced back to the raw data forms, and appropriate changes in all steps were made.

Data Compilation and Storage

A Microsoft® SQL database was developed to store, organize, and retrieve survey data. Data were keyed into the electronic database using a pre-defined protocol to facilitate subsequent QA/QC and data analysis. All data forms and electronic data files were retained for reference.

Fixed-Point Count Avian Use Surveys

For analysis purposes, a visit was defined as the required length of time, in days, to survey all of the plots once within the Project. Seasons were defined as spring (March 28 − June 6), summer (June 7 − September 4), fall (September 5 − December 4), and winter (December 5 − March 27).

Species Richness

Species richness was illustrated by the total number of unique species observed. Species lists (with the number of observations and the number of groups) were generated by season for each survey type and included all observations of small birds detected within 100 m and large birds detected within 800 m. In some cases, the tally may represent repeated sightings of the same individual. Species richness was calculated for each season by first averaging the total number of species observed within each plot during a visit, then averaging across plots within each visit, followed by averaging across visits within the season. Overall species richness was calculated as a weighted average of seasonal values by the number of days in each season for each survey type. Species richness was compared among seasons within respective survey types for fixed-point bird use surveys.

Mean Use, Percent of Use, and Frequency of Occurrence

Mean use is the average number of birds observed per plot per survey for small or large birds. Small bird use (per 100-m plot per 5-min survey) and large bird use (per 800-m plot per 20-min survey) is calculated by: 1) summing birds per plot per visit, 2) averaging number of birds over plots within a visit, and 3) averaging number of birds across visits within a season. Overall mean use was calculated as a weighted average of seasonal values by the number of days in each season. *Percent of use* was calculated as the percentage of small or large bird use that was attributable to a particular bird type or species. *Frequency of occurrence* was calculated as the percent of surveys in which a particular bird type or species was observed.

Mean use and frequency of occurrence describe different aspects of relative abundance, in that mean use is based on the number of birds (i.e., large groups can produce high estimates), whereas frequency of occurrence is based on the number of groups (i.e., it is not influenced by group size). Qualitative comparisons were made with these metrics among bird types, seasons, and survey points to help one understand how birds are using the Project area over time and space.

Flight Height and Behavior

Flight height information was used to calculate the percentage of birds observed flying within the rotor-swept heights (RSH; estimated to be between 25 [82 ft] to 200 m above ground level for modern utility-scale turbines). The flight height recorded during the initial observation was used to calculate the percentage of birds flying within the RSH and mean flight height. The percentage of birds flying within the RSH at any time was calculated using the lowest and highest flight heights recorded. Auditory only observations were excluded from flight height calculations.

Spatial Use and Mapping

Spatial use in the Project was evaluated by comparing mean use by point location and qualitative review of flight paths. Flight paths of all eagles and federal and state-listed species were digitized and mapped in order to examine spatial patterns of use within the Project.

RESULTS

A total of 443 avian use surveys were completed between April 13, 2018 – March 7, 2019, resulting in 37 hours of survey effort for small birds, 148 hours of survey effort for large birds, and 443 hours of ECPG-level eagle use surveys. Details on the number of observations and groups recorded by species are presented in Appendix A, and details on mean use, percent of use, and frequency of occurrence are presented in Appendices B and C.

Small Bird Use

Eighty-one species (5,813 individual observations) were recorded during the small bird surveys (Appendix A1). The majority (99.1%) of small birds observed were passerines. Four species composed the majority (51.0%) of all small bird observations: red-winged blackbird (*Agelaius phoeniceus*; 16.1%), cliff swallow (*Petrochelidon pyrrhonota*; 15.6%), European starling (*Sturnus vulgaris*; 12.1%), and horned lark (*Eremophila alpestris*; 7.1%). Dickcissel (*Spiza americana*; 6.8%), American robin (*Turdus migratorius*; 3.8%), dark-eyed junco (*Junco hyemalis*; 3.6%), and brown-headed cowbird (*Molothrus ater*; 3.3%) were the next most commonly observed species. All other small bird species accounted for approximately 3.1% or fewer of the observations, individually.

Mean small bird use was highest during the summer (31.16 birds/100-m plot/5-min survey) followed by spring (12.39), fall (9.44), and winter (3.40; Table 2, Appendix B1). Higher use in the summer can be largely attributed to use by cliff swallow, red-winged blackbird, and dickcissel. Similarly, small bird species richness was highest during the summer (6.20 species/100-m plot/5-

min survey) compared to the spring (4.94), fall (1.04), and winter (0.42). Overall small bird species richness was 2.88 bird species/100-m plot/5-min survey.

Use by small birds was highest at survey Point 10 (35.3 birds/100-m plot/5-min survey), with European starling use being 27.8, and at Point 25 (32.2), with cliff swallow use being 15.67 (Appendix C1). Mean use across survey points ranged from 0.0 at points 37 and 40 to 35.3 at point 10.

Large Bird Use

Forty species (2,900 individual observations) were recorded during the large bird surveys (Appendix A2). The majority of large birds observed were waterfowl (34.9%) and shorebirds (33.1%). Four species composed the majority (66.9%) of all large bird observations: snow goose (*Chen caerulescens;* 28.4%) American golden-plover (*Pluvialis dominica*; 22.6%), mourning dove (*Zenaida macroura*; 9.6%), and killdeer (*Charadrius vociferus*; 6.3%). Turkey vulture (*Cathartes aura*; 5.6%) and greater white-fronted goose (*Anser albifrons;* 4.5%) were the next most commonly observed species. All other large bird species accounted for less than 3.6% of the observations, individually.

Mean large bird use was highest during the spring (11.14 birds/800-m plot/20-min survey), followed by winter (7.24), summer (5.35), and fall (3.47; Table 3, Appendix B2). Higher use in the spring can be largely attributed to higher use by American golden-plover. Large bird species richness was highest during the summer (1.99 species/800-m plot/20-min survey) compared to spring (1.36), fall (1.06), and winter (0.59). Overall large bird species richness was 1.20 bird species/800-m plot/20-min survey.

Use by large birds was highest at Point 32 (46.1 birds/800-m plot/20-min survey) due to higher use by waterfowl (41.67; Appendix C2). Waterfowl were also responsible for elevated mean use at Point 26(which had the second highest mean use) and Point 24 (which had the third highest mean use), with waterfowl use being 12.9 and 7.5 at those points, respectively (Appendix C2). Mean use per point ranged from 0.0 at points 38 and 40 to 46.1 at Point 32.

Diurnal Raptors

Eight diurnal raptor species (254 observations) were documented over the course of the 20-min large bird surveys (Appendix A2). Diurnal raptor use was highest during the summer (1.10 bird/800-m plot/20-min survey), followed by spring (0.64), fall (0.37), and winter (0.32; Table 3, Appendix B2). Red-tailed hawk (*Buteo jamaicensis*) had the highest overall use of any diurnal raptor (105 observations), followed by American kestrel (*Falco sparverius*; 97 observations) and Cooper's hawk (*Accipiter cooperii*; 24 observations; Appendix A2). Diurnal raptors accounted for 20.6% of large bird use in summer, 10.7% in fall, 5.7% in spring, and 4.4% in winter (Table 3). Diurnal raptor use at each observation point ranged from zero to 1.50 diurnal raptor/800-m plot/20-min survey, with highest use being recorded at points 36, 28, 29, and 15 (Appendix C2).

Table 2. Mean small bird use (number of birds/plot[a]/5-minute survey), percent of total use (%), and frequency of occurrence (%) for each bird type by season during the fixed-point bird use surveys at the proposed Lincoln Land Wind Project from April 13, 2018 − March 27, 2019.

	Mean Use				% of Use				% Frequency			
Type	**Spring**	**Summer**	**Fall**	**Winter**	**Spring**	**Summer**	**Fall**	**Winter**	**Spring**	**Summer**	**Fall**	**Winter**
Cuckoos	0.06	0.02	0	0	0.4	<0.1	0	0	2.8	1.9	0	0
Passerines	12.21	30.92	9.36	3.38	98.5	99.2	99.1	99.4	98.6	100	48.1	32.8
Swifts/Hummingbirds	0	0.02	<0.01	0	0	<0.1	<0.1	0	0	1.9	0.9	0
Woodpeckers	0.12	0.20	0.06	0.02	1.0	0.7	0.7	0.6	5.6	10.2	4.6	1.9
Kingfishers	0	0	<0.01	0	0	0	<0.1	0	0	0	0.9	0
Small Birds Overall	**12.39**	**31.16**	**9.44**	**3.40**	**100**	**100**	**100**	**100**				

[a] 100-meter (m) radius plot for small birds.

Sums may not equal total values shown due to rounding.

Table 3. Large bird mean use (number of birds/plot[a]/20-minute survey), percent of total use (%), and frequency of occurrence (%) for each bird type and species by season during the fixed-point bird use surveys at the proposed Lincoln Land Wind Project from April 13, 2018 – March 27, 2019.

	Mean Use				% of Use				% Frequency			
Type/Species	**Spring**	**Summer**	**Fall**	**Winter**	**Spring**	**Summer**	**Fall**	**Winter**	**Spring**	**Summer**	**Fall**	**Winter**
Waterbirds	0.03	0	<0.01	<0.01	0.2	0	0.3	<0.1	2.8	0	0.9	0.6
Waterfowl	0	0	0.43	6.07	0	0	12.3	83.9	0	0	1.9	7.0
Shorebirds	9.58	1.33	0.92	0.17	86.0	24.9	26.4	2.3	25.0	10.2	20.4	8.1
Diurnal Raptors	0.64	1.10	0.37	0.32	5.7	20.6	10.7	4.4	45.8	66.7	26.9	25.6
Accipiters	*0.07*	*0.11*	*0.06*	*0.01*	*0.6*	*2.1*	*1.6*	*0.2*	*6.9*	*11.1*	*5.6*	*1.3*
Buteos	*0.39*	*0.43*	*0.13*	*0.12*	*3.5*	*8.0*	*3.7*	*1.7*	*30.6*	*33.3*	*10.2*	*9.9*
Northern Harrier	*0.03*	*0.02*	*0.04*	*0.06*	*0.2*	*0.3*	*1.1*	*0.8*	*2.8*	*1.9*	*3.7*	*5.1*
Eagles	*0.01*	*0*	*0.04*	*0.02*	*0.1*	*0*	*1.1*	*0.3*	*1.4*	*0*	*1.9*	*1.9*
Falcons	*0.14*	*0.55*	*0.11*	*0.11*	*1.2*	*10.2*	*3.2*	*1.5*	*12.5*	*37.0*	*11.1*	*9.9*
Owls	0	0	<0.01	0	0	0	0.3	0	0	0	0.9	0
Vultures	0.46	0.61	0.54	0.03	4.1	11.4	15.5	0.4	26.4	25.9	18.5	2.5
Upland Game Birds	0.43	1.06	0	0	3.9	19.9	0	0	20.8	50.9	0	0
Doves/Pigeons	0	1.24	1.19	0.62	0	23.2	34.1	8.5	0	14.8	26.9	10.5
Large Corvids	0	0	0.02	0.03	0	0	0.5	0.4	0	0	1.9	1.3
Large Birds Overall	**11.14**	**5.35**	**3.47**	**7.24**	**100**	**100**	**100**	**100**				

[a] 800-meter (m) radius plot for large birds.

Sums may not equal total values shown due to rounding.

Bird Flight Height and Behavior

During the 5-min small bird surveys, 422 groups of small birds were observed flying within the 100-m survey plot, totaling 3,041 observations (Table 4). During the 20-min large bird surveys, 316 groups of large birds were observed flying within the 800-m plot, totaling 2,111 observations (Table 5). Overall, 67.7% of flying large birds were observed within the RSH, 21.9% were below the RSH, and 10.4% were above the RSH. As a group, waterfowl had the highest percentage of observations recorded within the RSH (81.5%) followed by shorebirds (79.4%) and waterbirds (50.0%; Table 5).

Table 4. Group and individual observation estimated flight height characteristics for small birds by bird type[a] during 5-min fixed-point bird use surveys at the proposed Lincoln Land Wind Project from April 13, 2018 − March 27, 2019.

Bird Type	# Groups Flying	# Obs Flying	Estimated Mean Flight Height (m)	% Obs Flying
Cuckoos	1	1	3.00	16.7
Passerines	414	3,031	6.21	52.6
Swifts/Hummingbirds	2	2	3.00	66.7
Woodpeckers	5	7	8.20	17.1
Small Birds Overall	**422**	**3,041**	**6.21**	**52.3**

Table 5. Group and individual observation estimated flight height characteristics for large birds by bird type[a] and raptor subtype during 20-min fixed-point bird use surveys at the proposed Lincoln Land Wind Resource Area from April 13, 2018 − March 27, 2019.

Bird Type	# Groups Flying	# Obs Flying	Estimated Mean Flight Height (m)	% Obs Flying	% within Flight Height Categories		
					0−<25 m	25−200 *m*[b]	>200 m
Waterbirds	4	4	17.25	100	50.0	50.0	0
Waterfowl	15	1,009	157.67	99.7	0.2	81.5	18.3
Shorebirds	47	670	18.40	69.8	20.6	79.4	0
Diurnal Raptors	116	122	31.91	48.0	72.1	27.0	0.8
Accipiters	*20*	*20*	*8.10*	*80.0*	*90.0*	*10.0*	*0*
Buteos	*48*	*53*	*42.00*	*49.5*	*58.5*	*39.6*	*1.9*
Northern Harrier	*16*	*17*	*8.88*	*100*	*94.1*	*5.9*	*0*
Eagles	*8*	*8*	*138.12*	*100*	*0*	*100*	*0*
Falcons	*24*	*24*	*11.54*	*24.7*	*95.8*	*4.2*	*0*
Vultures	92	154	92.28	95.1	51.9	26.0	22.1
Upland Game Birds	6	6	1.17	4.1	100	0	0
Doves/Pigeons	34	144	9.06	40.6	100	0	0
Large Corvids	2	2	16.00	33.3	100	0	0
Large Birds Overall	**316**	**2,111**	**50.12**	**72.8**	**21.9**	**67.7**	**10.4**

[a] 800-meter (m; 2,625-foot [ft]) radius plot for large birds.

[b] The likely rotor-swept height for potential collision with a turbine blade, or 25−200 m (82−656 ft) above ground level.

[c] Zeroes and NA values indicate the species was observed, but was not flying.

Obs = observations

Eagles

Eleven bald eagle observations and one golden eagle (*Aquila chrysaetos*) were recorded during the 60-min eagle use surveys and three bald eagle observations were recorded incidentally. Of the eagles documented during eagle use surveys, six bald eagle observations were in the winter (five adults and one juvenile, all observed in cropland) and five in the fall (three adults and two juveniles, all observed in cropland; Table 6). The golden eagle was observed in the spring (adult, observed in cropland with forest as secondary habitat). No eagles were observed during the breeding season for either species.

Ten bald eagle observations were within 800 m of the observer and below 200 m flight height (i.e., risk observations); these were recorded at seven of the 40 survey plots (Table 7, Figure 4). Twelve of the 27 bald eagle risk minutes (44%) were recorded at Points 10 and 11, both of which are located along Interstate 72 and suggest use may be related to food availability (roadkill) during winter (Table 7, Figure 4). Overall eagle observations were dispersed throughout the central to central-eastern portion of the Project boundary at relatively low levels, and no obvious eagle attractants were observed (Figure 4). The golden eagle was observed at Point 14 and accounted for 12 eagle risk minutes, resulting in 0.17 golden eagle observations/hour and <0.03 golden eagle risk minutes/hour of observation.

Table 6. Number of bald eagle observations recorded within 800 meters (2,625 feet) of the observer during eagle use surveys at the proposed Lincoln Land Wind Project from April 13, 2018 – March 27, 2019.

Season	Survey Effort (hours)	Bald Eagle Observations	Bald Eagle Observations/Hour
Spring	72	0	0.0
Summer	108	0	0.0
Fall	108	5	0.05
Winter	155	6	0.04
Total	**443**	**11**	**0.02**

Table 7. Number of bald eagle risk observations and associated risk minutes recorded within 800 meters (m; 2,625-foot [ft]) of the observer and below 200 m (656 ft) flight height during eagle use surveys at the proposed Lincoln Land Wind Project from April 13, 2018 – March 27, 2019.

Survey Location	Survey Effort (Hours)	Bald Eagle Risk Minutes	Bald Eagle Risk Observations	Bald Eagle Risk Minutes/Hour
1	12	0	0	0
2	12	0	0	0
3	12	0	0	0
4	12	0	0	0
5	12	0	0	0
6	12	0	0	0
7	12	0	0	0
8	12	0	0	0
9	12	0	0	0
10	12	4	1	0.33
11	12	8	2	0.67
12	12	0	0	0
13	12	0	0	0
14	12	0	0	0
15	12	2	1	0.17
16	12	0	0	0
17	12	0	0	0
18	12	2	2	0.17
19	12	0	0	0
20	12	0	0	0
21	12	0	0	0
22	12	2	1	0.17
23	12	6	2	0.50
24	12	3	1	0.25
25	12	0	0	0
26	12	0	0	0
27	12	0	0	0
28	12	0	0	0
29	12	0	0	0
30	12	0	0	0
31	12	0	0	0
32	12	0	0	0
33	12	0	0	0
34	12	0	0	0
35	12	0	0	0
36	12	0	0	0
37	3	0	0	0
38	3	0	0	0
39	3	0	0	0
40	2	0	0	0
Total	**443**	**27**	**10**	**0.06**

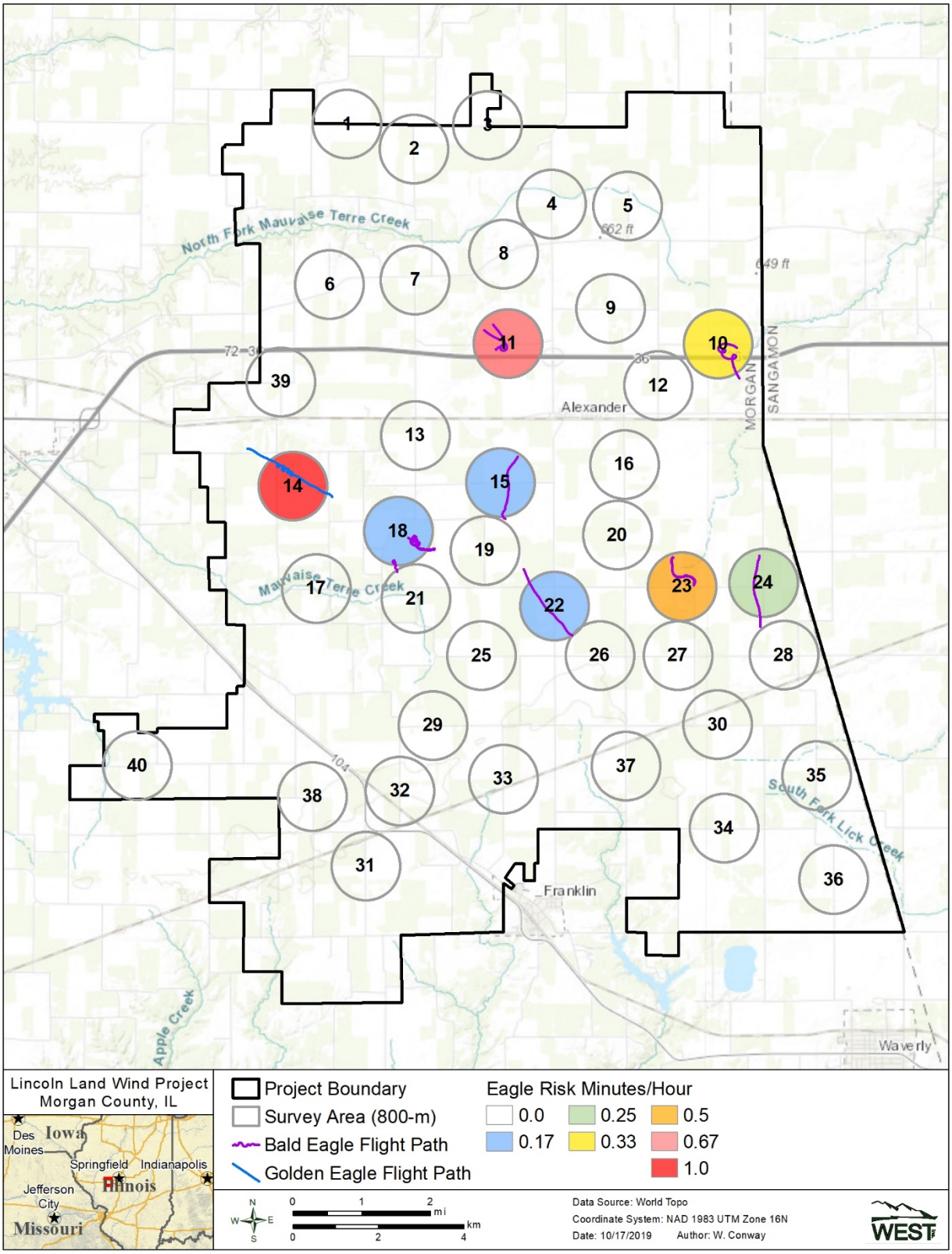

Figure 4. Bald eagle and golden eagle risk minutes per observation hour by point during surveys conducted at the proposed Lincoln Land Wind Project from April 13, 2018 – March 27, 2019.

Sensitive Species

No federally threatened or endangered bird species were observed during the surveys. Four state-listed species were observed during surveys and or/incidentally: northern harrier (endangered, n=31 [14 incidental]), upland sandpiper (endangered, n=1), short-eared owl (endangered, n=4 [all incidental]), and black-billed cuckoo (threatened, n=4). Northern harrier observations were evenly distributed across the Project and most often were seen hunting along agricultural swales (Figure 5). The upland sandpiper (*Bartramia longicauda*) was recorded on May 29, 2018, and the short-eared owls (*Asio flammeus*) were recorded on January 16, 2019 (Figure 5). Observations of the black-billed cuckoo (*Coccyzus erythropthalmus*) were recorded on the western side of the Project in forested/shrub-scrub riparian areas (Figure 5). In addition, four birds of particular concern identified by the IPaC report were observed in the Project area during surveys: American golden plover, bobolink *(Dolichonyx oryzivorus*), Henslow's sparrow (*Ammodramus henslowii*), and red-headed woodpecker (*Melanerpes erythrocephalus*; Table 8, Appendix D; USFWS 2019).

Table 8. Summary of group and individual observations of state-listed species and birds of particular concern observed during fixed-point surveys and as incidental wildlife observations at the proposed Lincoln Land Wind Project, Morgan County, Illinois from April 13, 2018 – March 27, 2019

			FP[b]		Inc.		Total	
Species	**Scientific Name**	**Status[a]**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**
American golden plover	*Pluvialis dominica*	IPaC	13	655	1	22	14	677
Henslow's sparrow	*Ammodramus henslowii*	IPaC	1	2	0	0	1	2
black-billed cuckoo	*Coccyzus erythropthalmus*	ST	2	3	0	0	2	3
bobolink	*Dolichonyx oryzivorus*	IPaC	3	24	0	0	3	24
northern harrier	*Circus hudsonius*	SE	16	17	14	14	30	31
red-headed woodpecker	*Melanerpes erythrocephalus*	IPaC	6	13	0	0	6	13
short-eared owl	*Asio flammeus*	SE	0	0	4	4	4	4
upland sandpiper	*Bartramia longicauda*	SE	1	1	0	0	1	1
Total	**8 species**		**42**	**715**	**19**	**40**	**61**	**755**

[a] ST = State threatened; SE = State endangered; IPaC = Information for Planning and Consultation birds of particular concern (US Fish and Wildlife Service 2013, 2019).

[b]Includes: 5-min small bird surveys within 100-meter (m) plots, 20-min large bird surveys within 800-m plots, grps = groups; obs = observations.

FIGURE REMOVED – SENSITIVE SPECIES LOCATIONS

Figure 5. Flight paths and perch locations of state-listed species observed during surveys conducted at the proposed Lincoln Land Wind Project from April 13, 2018 – March 27, 2019.

DISCUSSION

Small Birds

Passerines composed the majority (99.1%) of small bird observations. The most commonly observed small birds included red-winged blackbird, cliff swallow, European starling, and horned lark. In general, the species observed are locally abundant and observations seem to reflect a species composition that is typical of agricultural fields in Illinois (Walk et al. 2010). Cliff swallows are not commonly found in agricultural fields, but their numbers have been dramatically increasing in Illinois over the past two decades, and the species is often associated with anthropogenic structures, such as bridges, that act as artificial cliff sides (Walk et al. 2010, Kleen et al 2004, Johnson et al 2018). Wind facilities appear to account for only a small fraction of overall bird mortality (Erickson et al 2014). Together, this suggests the Project will likely have little impact on regional small bird populations or sensitive small bird species populations.

Large Birds

Large bird species most often observed during the large bird surveys included snow goose, American golden-plover, mourning dove, and killdeer, species generally typical of agricultural fields in Illinois (Kleen et al 2004, eBird 2019). The American golden-plover, a bird of particular concern, was recorded in large numbers in the Project area during migration, the only time of year that this species is expected to occur given that it breeds in northern Canada (Johnson et al. 2018). In general, shorebirds represent a small number of fatalities at wind turbines (Erickson et al. 2014), and considering that there is only one publicly available record of an American golden plover fatality from an operating wind farm in the Midwest (Appendix F), it is unlikely the Project will significantly affect this species' population. Many of the remaining large bird observations were species found commonly in agricultural fields in the area, and it is unlikely the Project will affect these species populations substantially.

Diurnal Raptors

Annual mean diurnal raptor use in the Project area (0.59 raptor/800-m plot/20-min survey) was compared with 48 other wind energy facilities that implemented similar protocols and had data for three or four seasons. The annual mean raptor use at these 48 wind energy facilities ranged from 0.06−2.34 (Figure 5). A relative ranking of annual mean raptor use was developed based on the results from these 48 wind energy facilities as low (zero to 0.5), low to moderate (0.5–1.0), moderate (1.0–2.0), high (2.0–3.0), and very high (more than 3.0). Under this ranking, annual mean diurnal raptor use at the Project (0.59 raptor/800-m plot/20-min survey) is considered to be low to moderate. Raptor fatality rates at the Project will likely be similar to rates reported at other wind energy facilities in the Midwest, ranging from zero to 0.47 raptor fatality per megawatt per year (Appendix E).

Eagles

Adult and juvenile bald eagles were recorded in the Project area during fall and winter. Due to their absence in the spring and summer, it is likely these eagles are opportunistically foraging or

migrating, and not breeding in the Project area. The nearest likely location of concentrated bald eagle activity is the Illinois River, located approximately 26 mi west of the Project. There are relatively few publicly available records of bald eagles colliding with wind turbines over the species' entire range (best publicly available estimate is 49 total; Kritz et al. 2018) and over the entire history of the wind energy industry, despite this species' large and increasing population, and widespread distribution across North America (Buehler 2000, Erickson et al. 2002, Smallwood and Karas 2009, US Department of Agriculture Rural Utilities Service and US Department of Energy Western Area Power Administration 2010, Allison 2012, Pagel et al. 2013).

The golden eagle was observed on the western edge of the Project and appeared to be migrating based on the seasonal timing of this observation (April 2018; Kochert et al 2002), as well as the orientation of its overall flight path (from southeast to northwest). Because golden eagles are not known to breed in the area, this spring observation is unlikely to indicate nearby nesting, and most likely represents a wandering golden eagle during migration (Kleen et al 2004). The Project lacks terrain features, such as cliffs (typically used for nesting), and prey sources (such as jackrabbits [*Lepus* spp.] and prairie dogs [*Cynomys* spp.]) that would be likely to consistently concentrate golden eagle activity during migration. In the future, golden eagles may continue to be present briefly in the Project during migration; however, turbine operation is not expected to impact golden eagle populations due to the expected low use.

Sensitive Species

State-Listed Species

State-endangered species observed included upland sandpiper, short-eared owl, and northern harrier. All of these species are grassland-obligates and have seen a notable habitat decline in Illinois (Iverson 1988; Walk et al. 2010); however, grassland is very rare within the Project (less than 3.3% if you include hay/pasture and herbaceous land covers, with hay and pasture likely to be disturbed). Northern harrier observations were distributed across the Project area, and were frequently observed flying low (below 10 m [33ft]) while hunting over agricultural swales and grassy strips. No publicly available northern harrier fatalities have been reported in the Midwest (Appendix F), which is likely due to low elevation flight for hunting. This behavior is common among harriers and short-eared owls. Northern harriers were not observed in the Project during May through July, suggesting that they do not breed in the Project area. Similarly, short-eared owls were only observed outside of the breeding season and are not known to breed in the vicinity of the Project (Kleen et al. 2004, Johnson et al. 2018).

One upland sandpiper was observed in the central-eastern area of the Project, moving between grassland and cropland. Upland sandpipers prefer native prairie habitat, little of which remains across Illinois, and with limited high-quality habitat available nesting has the potential to occur in hayfields, pastures, ditches, agricultural swales, and grasses adjacent to developed areas (INHS 2019, USDA Forest Service 2003). Breeding upland sandpipers have been recorded in Morgan County where the Project is located (INHS 2019, Kleen et al 2004). To date, eighteen upland sandpiper fatalities have been recorded at modern wind facilities across North America, 11 of

which were reported from the Midwest. None of these were reported from Illinois facilities (Appendix F).

Grassland-obligate northern harriers, upland sandpipers, and short-eared owls tend to fly low, and are not likely to be commonly found in the rotor-swept zone of operational turbines. Ground-based construction activities are, therefore, more likely to disturb nesting birds than turbine operation. Because turbine construction will be focused primarily in agricultural fields, it is unlikely that Project construction will cause substantial disturbance to these species.

One state-threatened bird species, the black-billed cuckoo, was observed during surveys. Black-billed cuckoos were seen perched and/or flying in the middle-western portion of the Project at points 17 and 21 in forested riparian areas, land cover types consistent with their preferred breeding habitat (Kleen et al. 2004). To date, 38 black-billed cuckoo fatalities have been reported at wind facilities in North America; of these, six were reported in the Midwest (Appendix F). Four black-billed cuckoo fatalities have been observed in Illinois to-date (Keith Shank, Illinois DNR, pers. comm. May 2018). Given their presence within the Project and their reported fatalities, it is possible black-billed cuckoos could collide with turbines, but turbine operation is not expected to impact black-billed cuckoo populations.

Birds of Particular Concern

Four species listed as birds of particular concern by the IPaC were observed in the Project, including American golden-plover, red-headed woodpecker, Henslow's sparrow, and bobolink (USFWS 2019). American golden-plovers were observed only during migration, and their abundance suggests they may regularly use the Project area as a stopover site. Red-headed woodpeckers may nest on site in small woodlots or in telephone poles, and limited breeding habitat for bobolinks exists in the form of hayfields/pasture. Henslow's sparrow prefers weedy fields and are ground-nesters. Documented fatalities at wind energy facilities in the Midwest are very low for all birds of particular concern observed in the Project: American golden-plover (1 fatality), red-headed woodpecker (1 fatality), bobolink (3 fatalities), and Henslow's sparrow (1 fatality; Appendix F).

CONCLUSION

Analyses of the data collected during the surveys generally indicates development of the Project is likely to have low to moderate impacts on small and large bird populations, including diurnal raptors and sensitive species. In general, the most common species observed are widespread and abundant, suggesting relatively low risk of adverse impacts to bird populations.

All eagle observations were outside of the breeding season and there appear to be no landscape features or prey concentrations within the Project area that would concentrate eagles.

State-endangered northern harriers are abundant in the Project during much of the year; however, they were not observed during the breeding season, and likely nest outside the Project. Nesting habitat for this species is unlikely to be impacted, and their typical low-elevation flight behavior

likely precludes them from collision with turbines. Similar to northern harriers, state-endangered short-eared owls were observed in the Project in winter and breeding populations are not likely to be impacted. The upland sandpiper and black-billed cuckoo are unlikely to be impacted during operations but may warrant management consideration, such as avoiding breeding-season disturbance to suitable nesting habitat during construction phase to avoid potential impacts to nesting individuals.

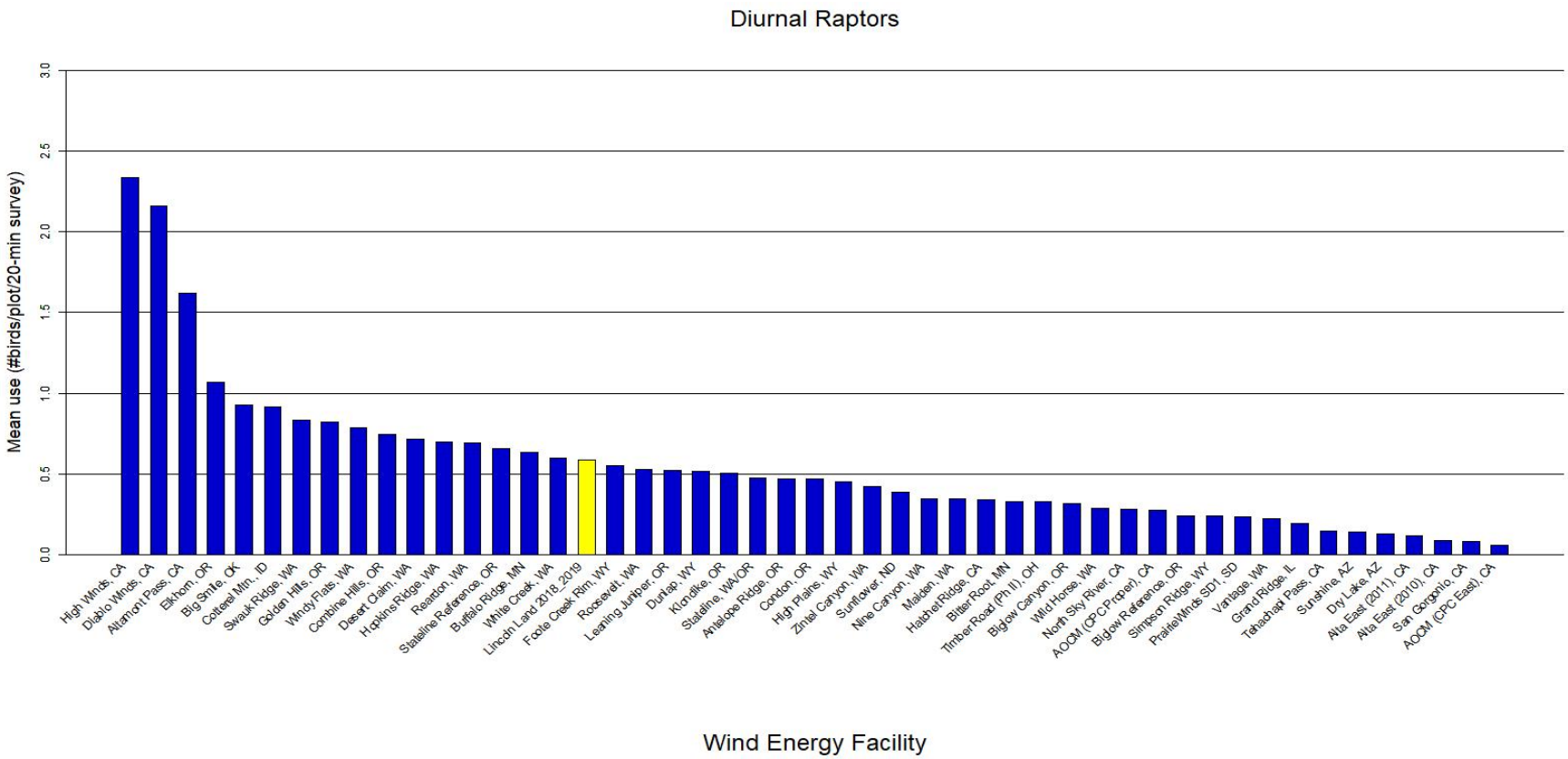

Figure 6. Comparison of annual diurnal raptor use during large bird and eagle use surveys at the Lincoln Land Wind Project from April 13, 2018 – March 27, 2019, and annual diurnal raptor use recorded at other North American wind energy facilities.

Figure 5 (*continued*). Comparison of annual diurnal raptor use during large bird and eagle use surveys at the Lincoln Land Wind Project from April 13, 2018 – March 27, 2019, and annual diurnal raptor use recorded at other North American wind energy facilities. Data from the following sources:

Study and Location	Reference	Study and Location	Reference
Lincoln Land, IL	This study.		
High Winds, CA	Kerlinger et al. 2006	High Plains, WY	Johnson et al. 2009b
Diablo Winds, CA	WEST 2006, 2008	Zintel Canyon, WA	Erickson et al. 2002a, 2003a
Altamont Pass, CA	Orloff and Flannery 1992	Sunflower, ND	Derby and Thorn 2014
Elkhorn, OR	WEST 2005a	Nine Canyon, WA	Erickson et al. 2001
Big Smile (Dempsey), OK	Derby et al. 2013b	Maiden, WA	Young et al. 2002
Cotterel Mtn., ID	BLM 2006	Hatchet Ridge, CA	Young et al. 2007b
Swauk Ridge, WA	Erickson et al. 2003c	Bitter Root. MN	Derby and Dahl 2009
Golden Hills, OR	Jeffrey et al. 2008	Timber Road (Phase II), OH	Good et al.2010
Windy Flats, WA	Johnson et al. 2007	Biglow Canyon, OR	WEST 2005c
Combine Hills, OR	Young et al. 2003b	Wild Horse, WA	Erickson et al. 2003d
Desert Claim, WA	Young et al. 2003c	North Sky River, CA	Erickson et al. 2011
Hopkins Ridge, WA	Young et al. 2003d	AOCM (CPC Proper), CA	Chatfield et al. 2010b
Reardon, WA	WEST 2005b	Biglow Reference, OR	WEST 2005c
Stateline Reference, OR	URS et al. 2001	Simpson Ridge, WY	Johnson et al. 2000c
Buffalo Ridge, MN	Johnson et al. 2000a	Prairie Winds SD1, SD	Derby et al. 2010c
White Creek, WA	NWC and WEST 2005	Vantage, WA	Jeffrey et al. 2007
Foote Creek Rim, WY	Johnson et al. 2000b	Grand Ridge, IL	Derby et al. 2009
Roosevelt, WA	NWC and WEST 2004	Tehachapi Pass, CA	Anderson et al. 2000, Erickson et al. 2002b
Leaning Juniper, OR	Kronner et al. 2005	Sunshine, AZ	WEST and the CPRS 2006
Dunlap, WY	Johnson et al. 2009a	Dry Lake, AZ	Young et al. 2007a
Klondike, OR	Johnson et al. 2002	Alta East (2011), CA	Chatfield et al. 2011
Stateline, WA/OR	Erickson et al. 2003b	Alta East (2010), CA	Chatfield et al. 2011
Antelope Ridge, OR	WEST 2009	San Gorgonio, CA	Anderson et al. 2000, Erickson et al. 2002b
Condon, OR	Fishman Ecological Services LLC 2003	AOCM (CPC East), CA	Chatfield et al. 2010b

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Appendix A. Bird Species Observed at the proposed Lincoln Land Wind Project from April 13, 2018 – March 27, 2019

Appendix A1. Summary of groups and individual observations by bird type and species for 5-minute small bird fixed-point surveys at the proposed Lincoln Land Wind Resource Area during from April 13, 2018 − March 27, 2019.

		Spring		Summer		Fall		Winter		Total	
Type/Species	**Scientific Name**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**
Cuckoos		**3**	**4**	**2**	**2**	**0**	**0**	**0**	**0**	**5**	**6**
yellow-billed cuckoo	*Coccyzus americanus*	2	2	1	1	0	0	0	0	3	3
black-billed cuckoo	*Coccyzus erythropthalmus*	1	2	1	1	0	0	0	0	2	3
Passerines		**551**	**879**	**1,042**	**3,339**	**106**	**1,011**	**67**	**533**	**1,766**	**5,762**
Passerines(Subtype)		*0*	*0*	*0*	*0*	*0*	*0*	*1*	*1*	*1*	*1*
unidentified passerine		0	0	0	0	0	0	1	1	1	1
Blackbirds/Orioles		*142*	*321*	*277*	*1,041*	*30*	*536*	*15*	*352*	*464*	*2,250*
red-winged blackbird	*Agelaius phoeniceus*	61	129	147	642	18	154	7	13	233	938
bobolink	*Dolichonyx oryzivorus*	0	0	3	24	0	0	0	0	3	24
Brewer's blackbird	*Euphagus cyanocephalus*	0	0	1	4	0	0	0	0	1	4
Baltimore oriole	*Icterus galbula*	2	4	5	14	0	0	0	0	7	18
orchard oriole	*Icterus spurius*	1	1	3	6	0	0	0	0	4	7
brown-headed cowbird	*Molothrus ater*	21	81	7	14	4	95	1	4	33	194
common grackle	*Quiscalus quiscula*	18	58	24	100	1	25	0	0	43	183
eastern meadowlark	*Sturnella magna*	38	39	77	88	0	0	3	3	118	130
European starling	*Sturnus vulgaris*	1	9	10	149	6	212	4	332	21	702
unidentified blackbird		0	0	0	0	1	50	0	0	1	50
Creepers/Nuthatches		*0*	*0*	*1*	*2*	*0*	*0*	*0*	*0*	*1*	*2*
white-breasted nuthatch	*Sitta carolinensis*	0	0	1	2	0	0	0	0	1	2
Finches/Crossbills		*4*	*9*	*12*	*32*	*15*	*34*	*1*	*2*	*32*	*77*
house finch	*Haemorhous mexicanus*	3	4	2	3	1	1	1	2	7	10
American goldfinch	*Spinus tristis*	1	5	10	29	14	33	0	0	25	67
Flycatchers		*10*	*10*	*24*	*45*	*2*	*4*	*0*	*0*	*36*	*59*
eastern wood-pewee	*Contopus virens*	0	0	1	1	1	2	0	0	2	3
willow flycatcher	*Empidonax traillii*	5	5	6	10	0	0	0	0	11	15
great crested flycatcher	*Myiarchus crinitus*	0	0	1	1	0	0	0	0	1	1
eastern phoebe	*Sayornis phoebe*	3	3	5	7	1	2	0	0	9	12
eastern kingbird	*Tyrannus tyrannus*	2	2	11	26	0	0	0	0	13	28
Gnatcatchers/Kinglet		*1*	*1*	*0*	*0*	*0*	*0*	*0*	*0*	*1*	*1*
blue-gray gnatcatcher	*Polioptila caerulea*	1	1	0	0	0	0	0	0	1	1
Grassland/Sparrows		*310*	*390*	*487*	*666*	*19*	*325*	*38*	*154*	*854*	*1,535*
Henslow's sparrow	*Ammodramus henslowii*	0	0	0	0	1	2	0	0	1	2
grasshopper sparrow	*Ammodramus savannarum*	0	0	4	4	0	0	0	0	4	4
horned lark	*Eremophila alpestris*	119	167	36	136	4	12	33	100	192	415
dark-eyed junco	*Junco hyemalis*	0	0	0	0	5	162	3	49	8	211
song sparrow	*Melospiza melodia*	37	37	67	88	1	2	1	1	106	128

Appendix A1. Summary of groups and individual observations by bird type and species for 5-minute small bird fixed-point surveys at the proposed Lincoln Land Wind Resource Area during from April 13, 2018 − March 27, 2019.

		Spring		Summer		Fall		Winter		Total	
Type/Species	**Scientific Name**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**
house sparrow	*Passer domesticus*	2	11	1	9	2	27	0	0	5	47
Eurasian tree sparrow	*Passer montanus*	0	0	3	12	0	0	0	0	3	12
savannah sparrow	*Passerculus sandwichensis*	21	31	32	43	2	100	0	0	55	174
vesper sparrow	*Pooecetes gramineus*	36	38	54	55	0	0	0	0	90	93
dickcissel	*Spiza americana*	89	92	280	302	0	0	0	0	369	394
chipping sparrow	*Spizella passerina*	3	3	9	16	3	17	0	0	15	36
field sparrow	*Spizella pusilla*	2	2	1	1	0	0	0	0	3	3
American tree sparrow	*Spizelloides arborea*	0	0	0	0	1	3	0	0	1	3
white-crowned sparrow	*Zonotrichia leucophrys*	1	9	0	0	0	0	0	0	1	9
unidentified sparrow		0	0	0	0	0	0	1	4	1	4
Mimids		*7*	*7*	*15*	*22*	*0*	*0*	*0*	*0*	*22*	*29*
gray catbird	*Dumetella carolinensis*	0	0	7	12	0	0	0	0	7	12
northern mockingbird	*Mimus polyglottos*	2	2	1	1	0	0	0	0	3	3
brown thrasher	*Toxostoma rufum*	5	5	7	9	0	0	0	0	12	14
Swallows		*16*	*38*	*75*	*1,287*	*3*	*12*	*0*	*0*	*94*	*1,337*
barn swallow	*Hirundo rustica*	10	23	28	155	1	2	0	0	39	180
cliff swallow	*Petrochelidon pyrrhonota*	0	0	24	907	0	0	0	0	24	907
purple martin	*Progne subis*	0	0	3	58	0	0	0	0	3	58
northern rough-winged swallow	*Stelgidopteryx serripennis*	3	8	13	113	0	0	0	0	16	121
tree swallow	*Tachycineta bicolor*	3	7	7	54	2	10	0	0	12	71
Tanagers		*4*	*4*	*63*	*70*	*0*	*0*	*0*	*0*	*67*	*74*
indigo bunting	*Passerina cyanea*	4	4	61	68	0	0	0	0	65	72
scarlet tanager	*Piranga olivacea*	0	0	2	2	0	0	0	0	2	2
Grosbeaks		*4*	*5*	*8*	*19*	*0*	*0*	*0*	*0*	*12*	*24*
blue grosbeak	*Passerina caerulea*	2	2	5	7	0	0	0	0	7	9
rose-breasted grosbeak	*Pheucticus ludovicianus*	2	3	3	12	0	0	0	0	5	15
Cardinals		*5*	*5*	*14*	*21*	*4*	*5*	*2*	*3*	*25*	*34*
northern cardinal	*Cardinalis cardinalis*	5	5	14	21	4	5	2	3	25	34
Thrushes		*34*	*71*	*36*	*76*	*16*	*66*	*7*	*17*	*93*	*230*
hermit thrush	*Catharus guttatus*	0	0	0	0	1	2	0	0	1	2
eastern bluebird	*Sialia sialis*	1	4	1	2	0	0	0	0	2	6
unidentified bluebird	*Sialia* spp.	0	0	0	0	1	4	0	0	1	4
American robin	*Turdus migratorius*	33	67	35	74	14	60	7	17	89	218
Titmice/Chickadees		*1*	*1*	*1*	*4*	*3*	*4*	*0*	*0*	*5*	*9*
black-capped chickadee	*Poecile atricapillus*	1	1	1	4	3	4	0	0	5	9

Appendix A1. Summary of groups and individual observations by bird type and species for 5-minute small bird fixed-point surveys at the proposed Lincoln Land Wind Resource Area during from April 13, 2018 − March 27, 2019.

		Spring		Summer		Fall		Winter		Total	
Type/Species	**Scientific Name**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**
Vireos		*3*	*3*	*3*	*7*	*0*	*0*	*0*	*0*	*6*	*10*
warbling vireo	*Vireo gilvus*	3	3	3	7	0	0	0	0	6	10
Warblers		*7*	*11*	*17*	*24*	*2*	*4*	*0*	*0*	*26*	*39*
common yellowthroat	*Geothlypis trichas*	3	3	8	8	0	0	0	0	11	11
yellow-breasted chat	*Icteria virens*	1	1	1	1	0	0	0	0	2	2
black-and-white warbler	*Mniotilta varia*	0	0	1	1	0	0	0	0	1	1
Tennessee warbler	*Oreothlypis peregrina*	0	0	1	4	0	0	0	0	1	4
Nashville warbler	*Oreothlypis ruficapilla*	0	0	1	2	0	0	0	0	1	2
yellow-rumped warbler	*Setophaga coronata*	1	5	0	0	1	1	0	0	2	6
palm warbler	*Setophaga palmarum*	0	0	0	0	1	3	0	0	1	3
yellow warbler	*Setophaga petechia*	2	2	3	6	0	0	0	0	5	8
black-throated green warbler	*Setophaga virens*	0	0	2	2	0	0	0	0	2	2
Waxwings		*0*	*0*	*1*	*4*	*0*	*0*	*0*	*0*	*1*	*4*
cedar waxwing	*Bombycilla cedrorum*	0	0	1	4	0	0	0	0	1	4
Wrens		*3*	*3*	*6*	*9*	*3*	*3*	*0*	*0*	*12*	*15*
Carolina wren	*Thryothorus ludovicianus*	1	1	0	0	3	3	0	0	4	4
house wren	*Troglodytes aedon*	2	2	6	9	0	0	0	0	8	11
Corvids		*0*	*0*	*2*	*10*	*9*	*18*	*3*	*4*	*14*	*32*
blue jay	*Cyanocitta cristata*	0	0	2	10	9	18	3	4	14	32
Swifts/Hummingbirds		**0**	**0**	**2**	**2**	**1**	**1**	**0**	**0**	**3**	**3**
ruby-throated hummingbird	*Archilochus colubris*	0	0	2	2	1	1	0	0	3	3
Woodpeckers		**8**	**9**	**14**	**22**	**6**	**7**	**3**	**3**	**31**	**41**
northern flicker	*Colaptes auratus*	2	2	0	0	3	4	0	0	5	6
red-bellied woodpecker	*Melanerpes carolinus*	1	1	3	3	1	1	0	0	5	5
red-headed woodpecker	*Melanerpes erythrocephalus*	0	0	6	13	0	0	0	0	6	13
downy woodpecker	*Picoides pubescens*	2	2	2	2	2	2	2	2	8	8
hairy woodpecker	*Picoides villosus*	3	4	3	4	0	0	1	1	7	9
Kingfishers		**0**	**0**	**0**	**0**	**1**	**1**	**0**	**0**	**1**	**1**
belted kingfisher	*Megaceryle alcyon*	0	0	0	0	1	1	0	0	1	1
Overall		**562**	**892**	**1,060**	**3,365**	**114**	**1,020**	**70**	**536**	**1,806**	**5,813**

Appendix A2. Summary of groups and individual observations by bird type and species for 20-minute large bird fixed-point surveys at the proposed Lincoln Land Wind Resource Area during from April 13, 2018 − March 27, 2019.

		Spring		Summer		Fall		Winter		Total	
Type/Species	**Scientific Name**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**
Waterbirds		**2**	**2**	**0**	**0**	**1**	**1**	**1**	**1**	**4**	**4**
great blue heron	*Ardea herodias*	1	1	0	0	1	1	1	1	3	3
green heron	*Butorides virescens*	1	1	0	0	0	0	0	0	1	1
Waterfowl		**0**	**0**	**0**	**0**	**2**	**46**	**15**	**966**	**17**	**1,012**
greater white-fronted goose	*Anser albifrons*	0	0	0	0	0	0	2	130	2	130
Canada goose	*Branta canadensis*	0	0	0	0	1	1	4	56	5	57
snow goose	*Chen caerulescens*	0	0	0	0	1	45	9	780	10	825
Shorebirds		**19**	**690**	**13**	**144**	**27**	**99**	**15**	**27**	**74**	**960**
upland sandpiper	*Bartramia longicauda*	1	1	0	0	0	0	0	0	1	1
pectoral sandpiper	*Calidris melanotos*	1	18	1	65	0	0	0	0	2	83
least sandpiper	*Calidris minutilla*	0	0	1	22	0	0	0	0	1	22
semipalmated plover	*Charadrius semipalmatus*	1	1	0	0	0	0	0	0	1	1
killdeer	*Charadrius vociferus*	0	0	11	57	27	99	15	27	53	183
American golden-plover	*Pluvialis dominica*	13	655	0	0	0	0	0	0	13	655
greater yellowlegs	*Tringa melanoleuca*	3	15	0	0	0	0	0	0	3	15
Diurnal Raptors		**40**	**46**	**99**	**119**	**38**	**40**	**45**	**49**	**222**	**254**
Accipiters		*5*	*5*	*12*	*12*	*6*	*6*	*2*	*2*	*25*	*25*
Cooper's hawk	*Accipiter cooperii*	5	5	12	12	5	5	2	2	24	24
sharp-shinned hawk	*Accipiter striatus*	0	0	0	0	1	1	0	0	1	1
Buteos		*23*	*28*	*39*	*46*	*12*	*14*	*17*	*19*	*91*	*107*
red-tailed hawk	*Buteo jamaicensis*	23	28	37	44	12	14	17	19	89	105
red-shouldered hawk	*Buteo lineatus*	0	0	2	2	0	0	0	0	2	2
Northern Harrier		*2*	*2*	*2*	*2*	*4*	*4*	*8*	*9*	*16*	*17*
northern harrier	*Circus hudsonius*	2	2	2	2	4	4	8	9	16	17
Eagles		*1*	*1*	*0*	*0*	*4*	*4*	*3*	*3*	*8*	*8*
golden eagle	*Aquila chrysaetos*	1	1	0	0	0	0	0	0	1	1
bald eagle	*Haliaeetus leucocephalus*	0	0	0	0	4	4	3	3	7	7
Falcons		*9*	*10*	*46*	*59*	*12*	*12*	*15*	*16*	*82*	*97*
American kestrel	*Falco sparverius*	9	10	46	59	12	12	15	16	82	97
Owls		**0**	**0**	**0**	**0**	**1**	**1**	**0**	**0**	**1**	**1**
snowy owl	*Bubo scandiacus*	0	0	0	0	1	1	0	0	1	1
Vultures		**25**	**33**	**40**	**66**	**26**	**58**	**5**	**5**	**96**	**162**
turkey vulture	*Cathartes aura*	25	33	40	66	26	58	5	5	96	162
Upland Game Birds		**31**	**31**	**97**	**115**	**0**	**0**	**0**	**0**	**128**	**146**
northern bobwhite	*Colinus virginianus*	24	24	58	65	0	0	0	0	82	89
ring-necked pheasant	*Phasianus colchicus*	7	7	39	50	0	0	0	0	46	57

Appendix A2. Summary of groups and individual observations by bird type and species for 20-minute large bird fixed-point surveys at the proposed Lincoln Land Wind Resource Area during from April 13, 2018 − March 27, 2019.

		Spring		Summer		Fall		Winter		Total	
Type/Species	**Scientific Name**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**	**# grps**	**# obs**
Doves/Pigeons		**0**	**0**	**26**	**134**	**39**	**128**	**16**	**93**	**81**	**355**
rock pigeon	*Columba livia*	0	0	2	15	4	20	3	19	9	54
Eurasian collared-dove	*Streptopelia decaocto*	0	0	9	23	0	0	0	0	9	23
mourning dove	*Zenaida macroura*	0	0	15	96	35	108	13	74	63	278
Large Corvids		**0**	**0**	**0**	**0**	**2**	**2**	**3**	**4**	**5**	**6**
American crow	*Corvus brachyrhynchos*	0	0	0	0	2	2	3	4	5	6
Overall		**117**	**802**	**275**	**578**	**136**	**375**	**100**	**1,145**	**628**	**2,900**

Appendix B. Mean Use, Percent of Use, and Frequency of Occurrence for Small Birds and Large Birds Observed during Surveys at the proposed Lincoln Land Wind Project from April 13, 2018 – March 27, 2019

Appendix B1. Mean small birds use (number of small birds/plot[a]/5-minute survey), percent of total use (%), and frequency of occurrence (%) for each small bird type and species by season during the 5-minute fixed-point bird use surveys at the proposed Lincoln Land Wind Resource Area during fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

Type/Species	Mean Use				% of Use				% Frequency			
	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter
Cuckoos	**0.06**	**0.02**	**0**	**0**	**0.4**	**<0.1**	**0**	**0**	**2.8**	**1.9**	**0**	**0**
yellow-billed cuckoo	0.03	<0.01	0	0	0.2	<0.1	0	0	2.8	0.9	0	0
black-billed cuckoo	0.03	<0.01	0	0	0.2	<0.1	0	0	1.4	0.9	0	0
Passerines	**12.21**	**30.92**	**9.36**	**3.38**	**98.5**	**99.2**	**99.1**	**99.4**	**98.6**	**100**	**48.1**	**32.8**
Passerines(Subtype)	*0*	*0*	*0*	*<0.01*	*0*	*0*	*0*	*0.2*	*0*	*0*	*0*	*0.6*
unidentified passerine	0	0	0	<0.01	0	0	0	0.2	0	0	0	0.6
Blackbirds/Orioles	*4.46*	*9.64*	*4.96*	*2.21*	*36.0*	*30.9*	*52.5*	*65.0*	*79.2*	*88.9*	*23.1*	*7.6*
red-winged blackbird	1.79	5.94	1.43	0.08	14.5	19.1	15.1	2.4	45.8	69.4	15.7	4.4
bobolink	0	0.22	0	0	0	0.7	0	0	0	2.8	0	0
Brewer's blackbird	0	0.04	0	0	0	0.1	0	0	0	0.9	0	0
Baltimore oriole	0.06	0.13	0	0	0.4	0.4	0	0	2.8	3.7	0	0
orchard oriole	0.01	0.06	0	0	0.1	0.2	0	0	1.4	2.8	0	0
brown-headed cowbird	1.12	0.13	0.88	0.02	9.1	0.4	9.3	0.7	27.8	5.6	3.7	0.6
common grackle	0.81	0.93	0.23	0	6.5	3.0	2.5	0	22.2	21.3	0.9	0
eastern meadowlark	0.54	0.81	0	0.02	4.4	2.6	0	0.6	40.3	49.1	0	1.9
European starling	0.12	1.38	1.96	2.08	1.0	4.4	20.8	61.3	1.4	9.3	5.6	2.6
unidentified blackbird	0	0	0.46	0	0	0	4.9	0	0	0	0.9	0
Creepers/Nuthatches	*0*	*0.02*	*0*	*0*	*0*	*<0.1*	*0*	*0*	*0*	*0.9*	*0*	*0*
white-breasted nuthatch	0	0.02	0	0	0	<0.1	0	0	0	0.9	0	0
Finches/Crossbills	*0.12*	*0.30*	*0.31*	*0.01*	*1.0*	*1.0*	*3.3*	*0.4*	*5.6*	*10.2*	*13.9*	*0.7*
house finch	0.06	0.03	<0.01	0.01	0.4	<0.1	<0.1	0.4	4.2	1.9	0.9	0.7
American goldfinch	0.07	0.27	0.31	0	0.6	0.9	3.2	0	1.4	9.3	13.0	0
Flycatchers	*0.14*	*0.42*	*0.04*	*0*	*1.1*	*1.3*	*0.4*	*0*	*8.3*	*12.0*	*1.9*	*0*
eastern wood-pewee	0	<0.01	0.02	0	0	<0.1	0.2	0	0	0.9	0.9	0
willow flycatcher	0.07	0.09	0	0	0.6	0.3	0	0	4.2	3.7	0	0
great crested flycatcher	0	<0.01	0	0	0	<0.1	0	0	0	0.9	0	0
eastern phoebe	0.04	0.06	0.02	0	0.3	0.2	0.2	0	4.2	4.6	0.9	0
eastern kingbird	0.03	0.24	0	0	0.2	0.8	0	0	2.8	8.3	0	0
Gnatcatchers/Kinglet	*0.01*	*0*	*0*	*0*	*0.1*	*0*	*0*	*0*	*1.4*	*0*	*0*	*0*
blue-gray gnatcatcher	0.01	0	0	0	0.1	0	0	0	1.4	0	0	0
Grassland/Sparrows	*5.42*	*6.17*	*3.01*	*1.00*	*43.7*	*19.8*	*31.9*	*29.3*	*95.8*	*96.3*	*14.8*	*23.1*
Henslow's sparrow	0	0	0.02	0	0	0	0.2	0	0	0	0.9	0
grasshopper sparrow	0	0.04	0	0	0	0.1	0	0	0	1.9	0	0
horned lark	2.32	1.26	0.11	0.64	18.7	4.0	1.2	18.9	69.4	28.7	3.7	19.8
dark-eyed junco	0	0	1.50	0.32	0	0	15.9	9.5	0	0	4.6	2.0

Appendix B1. Mean small birds use (number of small birds/plot[a]/5-minute survey), percent of total use (%), and frequency of occurrence (%) for each small bird type and species by season during the 5-minute fixed-point bird use surveys at the proposed Lincoln Land Wind Resource Area during fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

Type/Species	Mean Use				% of Use				% Frequency			
	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter
song sparrow	0.51	0.81	0.02	<0.01	4.1	2.6	0.2	0.2	31.9	45.4	0.9	0.6
house sparrow	0.15	0.08	0.25	0	1.2	0.3	2.6	0	2.8	0.9	1.9	0
Eurasian tree sparrow	0	0.11	0	0	0	0.4	0	0	0	2.8	0	0
savannah sparrow	0.43	0.40	0.93	0	3.5	1.3	9.8	0	22.2	25.9	1.9	0
vesper sparrow	0.53	0.51	0	0	4.3	1.6	0	0	37.5	33.3	0	0
dickcissel	1.28	2.80	0	0	10.3	9.0	0	0	43.1	78.7	0	0
chipping sparrow	0.04	0.15	0.16	0	0.3	0.5	1.7	0	4.2	6.5	2.8	0
field sparrow	0.03	<0.01	0	0	0.2	<0.1	0	0	2.8	0.9	0	0
American tree sparrow	0	0	0.03	0	0	0	0.3	0	0	0	0.9	0
white-crowned sparrow	0.12	0	0	0	1.0	0	0	0	1.4	0	0	0
unidentified sparrow	0	0	0	0.02	0	0	0	0.7	0	0	0	0.6
Mimids	*0.10*	*0.20*	*0*	*0*	*0.8*	*0.7*	*0*	*0*	*6.9*	*10.2*	*0*	*0*
gray catbird	0	0.11	0	0	0	0.4	0	0	0	5.6	0	0
northern mockingbird	0.03	<0.01	0	0	0.2	<0.1	0	0	2.8	0.9	0	0
brown thrasher	0.07	0.08	0	0	0.6	0.3	0	0	6.9	6.5	0	0
Swallows	*0.53*	*11.92*	*0.11*	*0*	*4.3*	*38.2*	*1.2*	*0*	*19.4*	*42.6*	*2.8*	*0*
barn swallow	0.32	1.44	0.02	0	2.6	4.6	0.2	0	13.9	25.0	0.9	0
cliff swallow	0	8.40	0	0	0	27.0	0	0	0	13.0	0	0
purple martin	0	0.54	0	0	0	1.7	0	0	0	2.8	0	0
northern rough-winged swallow	0.11	1.05	0	0	0.9	3.4	0	0	4.2	12.0	0	0
tree swallow	0.10	0.50	0.09	0	0.8	1.6	1.0	0	4.2	5.6	1.9	0
Tanagers	*0.06*	*0.65*	*0*	*0*	*0.4*	*2.1*	*0*	*0*	*5.6*	*36.1*	*0*	*0*
indigo bunting	0.06	0.63	0	0	0.4	2.0	0	0	5.6	36.1	0	0
scarlet tanager	0	0.02	0	0	0	<0.1	0	0	0	0.9	0	0
Grosbeaks	*0.07*	*0.18*	*0*	*0*	*0.6*	*0.6*	*0*	*0*	*2.8*	*5.6*	*0*	*0*
blue grosbeak	0.03	0.06	0	0	0.2	0.2	0	0	1.4	4.6	0	0
rose-breasted grosbeak	0.04	0.11	0	0	0.3	0.4	0	0	2.8	2.8	0	0
Cardinals	*0.07*	*0.19*	*0.05*	*0.02*	*0.6*	*0.6*	*0.5*	*0.6*	*6.9*	*13.0*	*3.7*	*1.4*
northern cardinal	0.07	0.19	0.05	0.02	0.6	0.6	0.5	0.6	6.9	13.0	3.7	1.4
Thrushes	*0.99*	*0.70*	*0.61*	*0.11*	*8.0*	*2.3*	*6.5*	*3.1*	*37.5*	*28.7*	*12.0*	*3.8*
hermit thrush	0	0	0.02	0	0	0	0.2	0	0	0	0.9	0
eastern bluebird	0.06	0.02	0	0	0.4	<0.1	0	0	1.4	0.9	0	0
unidentified bluebird	0	0	0.04	0	0	0	0.4	0	0	0	0.9	0
American robin	0.93	0.69	0.56	0.11	7.5	2.2	5.9	3.1	36.1	28.7	12.0	3.8

Appendix B1. Mean small birds use (number of small birds/plot[a]/5-minute survey), percent of total use (%), and frequency of occurrence (%) for each small bird type and species by season during the 5-minute fixed-point bird use surveys at the proposed Lincoln Land Wind Resource Area during fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

Type/Species	Mean Use				% of Use				% Frequency			
	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter
Titmice/Chickadees	*0.01*	*0.04*	*0.04*	*0*	*0.1*	*0.1*	*0.4*	*0*	*1.4*	*0.9*	*2.8*	*0*
black-capped chickadee	0.01	0.04	0.04	0	0.1	0.1	0.4	0	1.4	0.9	2.8	0
Vireos	*0.04*	*0.06*	*0*	*0*	*0.3*	*0.2*	*0*	*0*	*2.8*	*2.8*	*0*	*0*
warbling vireo	0.04	0.06	0	0	0.3	0.2	0	0	2.8	2.8	0	0
Warblers	*0.15*	*0.22*	*0.04*	*0*	*1.2*	*0.7*	*0.4*	*0*	*5.6*	*10.2*	*1.9*	*0*
common yellowthroat	0.04	0.07	0	0	0.3	0.2	0	0	4.2	7.4	0	0
yellow-breasted chat	0.01	<0.01	0	0	0.1	<0.1	0	0	1.4	0.9	0	0
black-and-white warbler	0	<0.01	0	0	0	<0.1	0	0	0	0.9	0	0
Tennessee warbler	0	0.04	0	0	0	0.1	0	0	0	0.9	0	0
Nashville warbler	0	0.02	0	0	0	<0.1	0	0	0	0.9	0	0
yellow-rumped warbler	0.07	0	<0.01	0	0.6	0	<0.1	0	1.4	0	0.9	0
palm warbler	0	0	0.03	0	0	0	0.3	0	0	0	0.9	0
yellow warbler	0.03	0.06	0	0	0.2	0.2	0	0	2.8	1.9	0	0
black-throated green warbler	0	0.02	0	0	0	<0.1	0	0	0	0.9	0	0
Waxwings	*0*	*0.04*	*0*	*0*	*0*	*0.1*	*0*	*0*	*0*	*0.9*	*0*	*0*
cedar waxwing	0	0.04	0	0	0	0.1	0	0	0	0.9	0	0
Wrens	*0.04*	*0.08*	*0.03*	*0*	*0.3*	*0.3*	*0.3*	*0*	*4.2*	*4.6*	*2.8*	*0*
Carolina wren	0.01	0	0.03	0	0.1	0	0.3	0	1.4	0	2.8	0
house wren	0.03	0.08	0	0	0.2	0.3	0	0	2.8	4.6	0	0
Corvids	*0*	*0.09*	*0.17*	*0.03*	*0*	*0.3*	*1.8*	*0.8*	*0*	*1.9*	*8.3*	*2.0*
blue jay	0	0.09	0.17	0.03	0	0.3	1.8	0.8	0	1.9	8.3	2.0
Swifts/Hummingbirds	**0**	**0.02**	**<0.01**	**0**	**0**	**<0.1**	**<0.1**	**0**	**0**	**1.9**	**0.9**	**0**
ruby-throated hummingbird	0	0.02	<0.01	0	0	<0.1	<0.1	0	0	1.9	0.9	0
Woodpeckers	**0.12**	**0.20**	**0.06**	**0.02**	**1.0**	**0.7**	**0.7**	**0.6**	**5.6**	**10.2**	**4.6**	**1.9**
northern flicker	0.03	0	0.04	0	0.2	0	0.4	0	2.8	0	2.8	0
red-bellied woodpecker	0.01	0.03	<0.01	0	0.1	<0.1	<0.1	0	1.4	2.8	0.9	0
red-headed woodpecker	0	0.12	0	0	0	0.4	0	0	0	5.6	0	0
downy woodpecker	0.03	0.02	0.02	0.01	0.2	<0.1	0.2	0.4	2.8	1.9	1.9	1.3
hairy woodpecker	0.06	0.04	0	<0.01	0.4	0.1	0	0.2	4.2	2.8	0	0.6
Kingfishers	**0**	**0**	**<0.01**	**0**	**0**	**0**	**<0.1**	**0**	**0**	**0**	**0.9**	**0**
belted kingfisher	0	0	<0.01	0	0	0	<0.1	0	0	0	0.9	0
Overall	**12.39**	**31.16**	**9.44**	**3.40**	**100**	**100**	**100**	**100**				

Sums of values may not add to the total values shown due to rounding.

Appendix B2. Mean large birds use (number of large birds/plot[a]/20-minute survey), percent of total use (%), and frequency of occurrence (%) for each large bird type and species by season during the 20-minute fixed-point bird use surveys at the proposed Lincoln Land Wind Resource Area during fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

	Mean Use				% of Use				% Frequency			
Type/Species	**Spring**	**Summer**	**Fall**	**Winter**	**Spring**	**Summer**	**Fall**	**Winter**	**Spring**	**Summer**	**Fall**	**Winter**
Waterbirds	**0.03**	**0**	**<0.01**	**<0.01**	**0.2**	**0**	**0.3**	**<0.1**	**2.8**	**0**	**0.9**	**0.6**
great blue heron	0.01	0	<0.01	<0.01	0.1	0	0.3	<0.1	1.4	0	0.9	0.6
green heron	0.01	0	0	0	0.1	0	0	0	1.4	0	0	0
Waterfowl	**0**	**0**	**0.43**	**6.07**	**0**	**0**	**12.3**	**83.9**	**0**	**0**	**1.9**	**7.0**
greater white-fronted goose	0	0	0	0.81	0	0	0	11.2	0	0	0	1.2
Canada goose	0	0	<0.01	0.35	0	0	0.3	4.9	0	0	0.9	2.5
snow goose	0	0	0.42	4.90	0	0	12.0	67.7	0	0	0.9	3.8
Shorebirds	**9.58**	**1.33**	**0.92**	**0.17**	**86.0**	**24.9**	**26.4**	**2.3**	**25.0**	**10.2**	**20.4**	**8.1**
upland sandpiper	0.01	0	0	0	0.1	0	0	0	1.4	0	0	0
pectoral sandpiper	0.25	0.60	0	0	2.2	11.2	0	0	1.4	0.9	0	0
least sandpiper	0	0.20	0	0	0	3.8	0	0	0	0.9	0	0
semipalmated plover	0.01	0	0	0	0.1	0	0	0	1.4	0	0	0
killdeer	0	0.53	0.92	0.17	0	9.9	26.4	2.3	0	9.3	20.4	8.1
American golden-plover	9.10	0	0	0	81.7	0	0	0	18.1	0	0	0
greater yellowlegs	0.21	0	0	0	1.9	0	0	0	4.2	0	0	0
Diurnal Raptors	**0.64**	**1.10**	**0.37**	**0.32**	**5.7**	**20.6**	**10.7**	**4.4**	**45.8**	**66.7**	**26.9**	**25.6**
Accipiters	*0.07*	*0.11*	*0.06*	*0.01*	*0.6*	*2.1*	*1.6*	*0.2*	*6.9*	*11.1*	*5.6*	*1.3*
Cooper's hawk	0.07	0.11	0.05	0.01	0.6	2.1	1.3	0.2	6.9	11.1	4.6	1.3
sharp-shinned hawk	0	0	<0.01	0	0	0	0.3	0	0	0	0.9	0
Buteos	*0.39*	*0.43*	*0.13*	*0.12*	*3.5*	*8.0*	*3.7*	*1.7*	*30.6*	*33.3*	*10.2*	*9.9*
red-tailed hawk	0.39	0.41	0.13	0.12	3.5	7.6	3.7	1.7	30.6	31.5	10.2	9.9
red-shouldered hawk	0	0.02	0	0	0	0.3	0	0	0	1.9	0	0
Northern Harrier	*0.03*	*0.02*	*0.04*	*0.06*	*0.2*	*0.3*	*1.1*	*0.8*	*2.8*	*1.9*	*3.7*	*5.1*
northern harrier	0.03	0.02	0.04	0.06	0.2	0.3	1.1	0.8	2.8	1.9	3.7	5.1
Eagles	*0.01*	*0*	*0.04*	*0.02*	*0.1*	*0*	*1.1*	*0.3*	*1.4*	*0*	*1.9*	*1.9*
golden eagle	0.01	0	0	0	0.1	0	0	0	1.4	0	0	0
bald eagle	0	0	0.04	0.02	0	0	1.1	0.3	0	0	1.9	1.9
Falcons	*0.14*	*0.55*	*0.11*	*0.11*	*1.2*	*10.2*	*3.2*	*1.5*	*12.5*	*37.0*	*11.1*	*9.9*
American kestrel	0.14	0.55	0.11	0.11	1.2	10.2	3.2	1.5	12.5	37.0	11.1	9.9
Owls	**0**	**0**	**<0.01**	**0**	**0**	**0**	**0.3**	**0**	**0**	**0**	**0.9**	**0**
snowy owl	0	0	<0.01	0	0	0	0.3	0	0	0	0.9	0
Vultures	**0.46**	**0.61**	**0.54**	**0.03**	**4.1**	**11.4**	**15.5**	**0.4**	**26.4**	**25.9**	**18.5**	**2.5**
turkey vulture	0.46	0.61	0.54	0.03	4.1	11.4	15.5	0.4	26.4	25.9	18.5	2.5

Appendix B2. Mean large birds use (number of large birds/plot[a]/20-minute survey), percent of total use (%), and frequency of occurrence (%) for each large bird type and species by season during the 20-minute fixed-point bird use surveys at the proposed Lincoln Land Wind Resource Area during fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

	Mean Use				% of Use				% Frequency			
Type/Species	**Spring**	**Summer**	**Fall**	**Winter**	**Spring**	**Summer**	**Fall**	**Winter**	**Spring**	**Summer**	**Fall**	**Winter**
Upland Game Birds	**0.43**	**1.06**	**0**	**0**	**3.9**	**19.9**	**0**	**0**	**20.8**	**50.9**	**0**	**0**
northern bobwhite	0.33	0.60	0	0	3.0	11.2	0	0	19.4	28.7	0	0
ring-necked pheasant	0.10	0.46	0	0	0.9	8.7	0	0	6.9	28.7	0	0
Doves/Pigeons	**0**	**1.24**	**1.19**	**0.62**	**0**	**23.2**	**34.1**	**8.5**	**0**	**14.8**	**26.9**	**10.5**
rock pigeon	0	0.14	0.19	0.12	0	2.6	5.3	1.7	0	1.9	3.7	1.9
Eurasian collared-dove	0	0.21	0	0	0	4.0	0	0	0	7.4	0	0
mourning dove	0	0.89	1.00	0.49	0	16.6	28.8	6.8	0	12.0	25.0	8.5
Large Corvids	**0**	**0**	**0.02**	**0.03**	**0**	**0**	**0.5**	**0.4**	**0**	**0**	**1.9**	**1.3**
American crow	0	0	0.02	0.03	0	0	0.5	0.4	0	0	1.9	1.3
Overall	**11.14**	**5.35**	**3.47**	**7.24**	**100**	**100**	**100**	**100**				

Sums of values may not add to the total values shown due to rounding.

Appendix C. Mean Use by Point for All Major Small and Large Bird Types during Surveys at the proposed Lincoln Land Wind Project from April 13, 2018 – March 27, 2019

Appendix C1. Mean use (number of birds/5-minute survey) by point for major small bird types observed at the proposed Lincoln Land Wind Resource Area during 5-minute fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

	Survey Point									
Bird Type	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
Cuckoos	0	0	0	0	0	0	0	0	0	0
Passerines	10.75	8.83	7.00	13.00	10.17	11.92	5.50	19.42	5.58	35.33
Swifts/Hummingbirds	0	0	0	0	0	0	0	0	0	0
Woodpeckers	0	0	0	0	0	0.75	0	0.50	0	0
Kingfishers	0	0	0	0	0	0	0	0	0	0
All Small Birds	**10.75**	**8.83**	**7.00**	**13.00**	**10.17**	**12.67**	**5.50**	**19.92**	**5.58**	**35.33**

Sums may not equal total values shown due to rounding.

Appendix C1 (*continued*). Mean use (number of birds/5-minute survey) by point for major small bird types observed at the proposed Lincoln Land Wind Resource Area during 5-minute fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

	Survey Point									
Bird Type	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
Cuckoos	0	0	0	0	0	0	0.33	0	0	0
Passerines	17.00	4.17	7.42	9.25	5.08	6.33	26.58	5.83	15.42	9.75
Swifts/Hummingbirds	0	0	0	0	0	0	0.08	0	0	0
Woodpeckers	0	0.50	0	0	0	0	0.83	0	0	0
Kingfishers	0	0	0	0	0	0	0.08	0	0	0
All Small Birds	**17.00**	**4.67**	**7.42**	**9.25**	**5.08**	**6.33**	**27.92**	**5.83**	**15.42**	**9.75**

Sums may not equal total values shown due to rounding.

Appendix C1 (*continued*). Mean use (number of birds/5-minute survey) by point for major small bird types observed at the proposed Lincoln Land Wind Resource Area during 5-minute fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

	Survey Point									
Bird Type	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**
Cuckoos	0.17	0	0	0	0	0	0	0	0	0
Passerines	25.08	9.67	26.25	13.75	32.17	14.92	8.50	23.75	18.50	10.83
Swifts/Hummingbirds	0.08	0.08	0	0	0	0	0	0	0	0
Woodpeckers	0.67	0.08	0.08	0	0	0	0	0	0	0
Kingfishers	0	0	0	0	0	0	0	0	0	0
All Small Birds	**26.00**	**9.83**	**26.33**	**13.75**	**32.17**	**14.92**	**8.50**	**23.75**	**18.50**	**10.83**

Sums may not equal total values shown due to rounding.

Appendix C1 (*continued*). Mean use (number of birds/5-minute survey) by point for major small bird types observed at the proposed Lincoln Land Wind Resource Area during 5-minute fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

	Survey Point									
Bird Type	**31**	**32**	**33**	**34**	**35**	**36**	**37**	**38**	**39**	**40**
Cuckoos	0	0	0	0	0	0	0	0	0	0
Passerines	9.67	7.42	13.42	11.75	5.75	13.50	0	0.67	3.00	0
Swifts/Hummingbirds	0	0	0	0	0	0	0	0	0	0
Woodpeckers	0	0	0	0	0	0	0	0	0	0
Kingfishers	0	0	0	0	0	0	0	0	0	0
All Small Birds	**9.67**	**7.42**	**13.42**	**11.75**	**5.75**	**13.50**	**0**	**0.67**	**3.00**	**0**

Sums may not equal total values shown due to rounding.

Appendix C2. Mean use (number of birds/20-minute survey/800-meter [2,625-foot] plot) by point for major large bird types and diurnal raptor subtypes observed at the proposed Lincoln Land Wind Resource Area during 20-minute fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

	Survey Point									
Bird Type	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
Waterbirds	**0**	**0**	**0**	**0.08**	**0**	**0**	**0**	**0.08**	**0**	**0.08**
Waterfowl	**0**	**0**	**0**	**0.17**	**0**	**0.17**	**0**	**1.67**	**0**	**0**
Shorebirds	**0**	**3.92**	**6.33**	**0.25**	**0.08**	**0.17**	**6.25**	**2.08**	**5.83**	**7.58**
Diurnal Raptors	**0.17**	**0.75**	**0.33**	**0**	**0.33**	**0.50**	**1.00**	**0.92**	**0.17**	**0.75**
Accipiters	*0*	*0.08*	*0.08*	*0*	*0*	*0.08*	*0*	*0.25*	*0*	*0.08*
Buteos	*0.08*	*0.33*	*0*	*0*	*0.17*	*0.25*	*0.67*	*0.58*	*0.08*	*0.42*
Northern Harrier	*0*	*0*	*0*	*0*	*0.08*	*0*	*0.17*	*0*	*0.08*	*0*
Eagles	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Falcons	*0.08*	*0.33*	*0.25*	*0*	*0.08*	*0.17*	*0.17*	*0.08*	*0*	*0.25*
Owls	**0.08**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Vultures	**0.25**	**0.08**	**0.08**	**0**	**0.17**	**0.83**	**0.67**	**0.33**	**0.08**	**0.17**
Upland Game Birds	**1.00**	**0**	**0**	**0.50**	**0.17**	**0.58**	**0**	**0.25**	**0.42**	**0.33**
Doves/Pigeons	**0**	**0**	**0**	**1.00**	**0.25**	**0**	**0.17**	**1.67**	**0**	**0.75**
Large Corvids	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.25**	**0.08**	**0**
All Large Birds	**1.50**	**4.75**	**6.75**	**2.00**	**1.00**	**2.25**	**8.08**	**7.25**	**6.58**	**9.67**

Sums may not equal total values shown due to rounding.

Appendix C2 (*continued*). Mean use (number of birds/20-minute survey/800-m plot) by point for major large bird types and diurnal raptor subtypes observed at the proposed Lincoln Land Wind Resource Area during 20-minute fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

	Survey Point									
Bird Type	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
Waterbirds	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Waterfowl	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Shorebirds	**3.42**	**0**	**0.08**	**0**	**1.33**	**1.42**	**0**	**0.83**	**2.08**	**0.67**
Diurnal Raptors	**0.42**	**0.67**	**0.33**	**0.75**	**1.17**	**0.25**	**1.08**	**0.25**	**0.25**	**0.25**
Accipiters	*0*	*0.08*	*0*	*0.08*	*0.17*	*0*	*0*	*0.08*	*0*	*0*
Buteos	*0.17*	*0.33*	*0.08*	*0.58*	*0.75*	*0*	*0.83*	*0*	*0*	*0*
Northern Harrier	*0*	*0.17*	*0.08*	*0*	*0*	*0.08*	*0*	*0*	*0.25*	*0*
Eagles	*0*	*0*	*0*	*0.08*	*0.08*	*0*	*0*	*0.17*	*0*	*0*
Falcons	*0.25*	*0.08*	*0.17*	*0*	*0.17*	*0.17*	*0.25*	*0*	*0*	*0.25*
Owls	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Vultures	**0.08**	**0.33**	**0.42**	**0.75**	**0.50**	**0.17**	**0.42**	**1.83**	**0**	**0.25**
Upland Game Birds	**0.17**	**0.08**	**0.25**	**0.25**	**0.42**	**0.08**	**0.67**	**0**	**1.08**	**0.17**
Doves/Pigeons	**2.75**	**1.00**	**1.58**	**1.17**	**0.08**	**0.17**	**2.08**	**0.92**	**0.92**	**0.67**
Large Corvids	**0**	**0**	**0**	**0**	**0**	**0**	**0.08**	**0**	**0**	**0**
All Large Birds	**6.83**	**2.08**	**2.67**	**2.92**	**3.50**	**2.08**	**4.33**	**3.83**	**4.33**	**2.00**

Sums may not equal total values shown due to rounding.

Appendix C2 (*continued*). Mean use (number of birds/20-minute survey/800-m plot) by point for major large bird types and diurnal raptor subtypes observed at the proposed Lincoln Land Wind Resource Area during 20-minute fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

	Survey Point									
Bird Type	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**
Waterbirds	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Waterfowl	**0**	**0**	**4.17**	**7.50**	**6.25**	**12.92**	**0.08**	**0**	**2.67**	**3.33**
Shorebirds	**0.33**	**4.00**	**5.50**	**6.92**	**3.08**	**0.67**	**0.92**	**0.17**	**2.25**	**0.42**
Diurnal Raptors	**0.58**	**0.58**	**0.42**	**0.42**	**0.42**	**0.08**	**0.58**	**1.25**	**1.17**	**0.50**
Accipiters	*0.42*	*0.08*	*0*	*0*	*0.08*	*0.08*	*0*	*0*	*0.08*	*0*
Buteos	*0.08*	*0.42*	*0*	*0*	*0*	*0*	*0.25*	*1.00*	*0.17*	*0.42*
Northern Harrier	*0*	*0*	*0*	*0*	*0.17*	*0*	*0*	*0*	*0.08*	*0*
Eagles	*0*	*0.08*	*0.17*	*0.08*	*0*	*0*	*0*	*0*	*0*	*0*
Falcons	*0.08*	*0*	*0.25*	*0.33*	*0.17*	*0*	*0.33*	*0.25*	*0.83*	*0.08*
Owls	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Vultures	**0.75**	**0.50**	**0.58**	**0.08**	**0**	**0.17**	**0.17**	**1.42**	**0**	**0.67**
Upland Game Birds	**0.50**	**0**	**0.67**	**0.33**	**0.42**	**0.33**	**0.33**	**0.08**	**0.08**	**0.42**
Doves/Pigeons	**1.67**	**0.58**	**1.17**	**0.58**	**0.67**	**0.50**	**0**	**0.50**	**2.08**	**0**
Large Corvids	**0**	**0**	**0**	**0**	**0.08**	**0**	**0**	**0**	**0**	**0**
All Large Birds	**3.83**	**5.67**	**12.50**	**15.83**	**10.92**	**14.67**	**2.08**	**3.42**	**8.25**	**5.33**

Sums may not equal total values shown due to rounding.

Appendix C2 (*continued*). Mean use (number of birds/20-minute survey/800-m plot) by point for major large bird types and diurnal raptor subtypes observed at the proposed Lincoln Land Wind Resource Area during 20-minute fixed-point bird use surveys from April 13, 2018 − March 27, 2019.

	Survey Point									
Bird Type	**31**	**32**	**33**	**34**	**35**	**36**	**37**	**38**	**39**	**40**
Waterbirds	**0**	**0**	**0**	**0**	**0**	**0**	**0.33**	**0**	**0**	**0**
Waterfowl	**3.75**	**41.67**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Shorebirds	**0.08**	**2.83**	**0.08**	**7.33**	**0.83**	**2.25**	**0**	**0**	**0**	**0**
Diurnal Raptors	**0.42**	**0.58**	**0.58**	**1.00**	**0.67**	**1.50**	**0**	**0**	**0.33**	**0**
Accipiters	*0*	*0*	*0.25*	*0.08*	*0*	*0*	*0*	*0*	*0*	*0*
Buteos	*0.25*	*0.17*	*0.17*	*0.17*	*0.08*	*0.42*	*0*	*0*	*0*	*0*
Northern Harrier	*0.08*	*0.08*	*0*	*0*	*0*	*0*	*0*	*0*	*0.33*	*0*
Eagles	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Falcons	*0.08*	*0.33*	*0.17*	*0.75*	*0.58*	*1.08*	*0*	*0*	*0*	*0*
Owls	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Vultures	**0.33**	**0.17**	**0.75**	**0**	**0.42**	**0.08**	**0**	**0**	**0**	**0**
Upland Game Birds	**0.08**	**0.58**	**0.42**	**0.83**	**0.08**	**0.58**	**0**	**0**	**0**	**0**
Doves/Pigeons	**2.17**	**0.25**	**0.75**	**1.83**	**0.75**	**0.50**	**0**	**0**	**1.67**	**0**
Large Corvids	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
All Large Birds	**6.83**	**46.08**	**2.58**	**11.00**	**2.75**	**4.92**	**0.33**	**0**	**2.00**	**0**

Sums may not equal total values shown due to rounding.

Appendix D. US Fish and Wildlife Service Information, Planning and Consultation System Resource List

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Morgan County, Illinois

Local office

Southern Illinois Sub-Office

- (618) 997-3344
- (618) 997-8961

Marion Illinois Sub-office
8588 Route 148
Marion, IL 62959-5822

http://www.fws.gov/midwest/Endangered/section7/s7process/step1.html

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species

[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries).[2]

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information.
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Indiana Bat Myotis sodalis There is **final** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat Myotis septentrionalis No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9045	Threatened

Flowering Plants

NAME	STATUS
Decurrent False Aster Boltonia decurrens No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/7705	Threatened

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Measures for avoiding and minimizing impacts to birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php

NOT FOR CONSULTATION

- Nationwide conservation measures for birds

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS AVERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)
American Bittern Botaurus lentiginosus This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/6582	Breeds Apr 1 to Aug 31
American Golden-plover Pluvialis dominica This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Oct 15 to Aug 31

Black-billed Cuckoo Coccyzus erythropthalmus — Breeds May 15 to Oct 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9399

Bobolink Dolichonyx oryzivorus — Breeds May 20 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Buff-breasted Sandpiper Calidris subruficollis — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9488

Cerulean Warbler Dendroica cerulea — Breeds Apr 21 to Jul 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/2974

Dunlin Calidris alpina arcticola — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Eastern Whip-poor-will Antrostomus vociferus — Breeds May 1 to Aug 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Henslow's Sparrow Ammodramus henslowii — Breeds May 1 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3941

Hudsonian Godwit Limosa haemastica — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Kentucky Warbler Oporornis formosus — Breeds Apr 20 to Aug 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Lesser Yellowlegs Tringa flavipes — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9679

NOT FOR CONSULTATION

	Breeds Apr 1 to Jul 31
Prothonotary Warbler Protonotaria citrea This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Red-headed Woodpecker Melanerpes erythrocephalus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Ruddy Turnstone Arenaria interpres morinella This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Rusty Blackbird Euphagus carolinus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Semipalmated Sandpiper Calidris pusilla This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Short-billed Dowitcher Limnodromus griseus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Smith's Longspur Calcarius pictus This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds May 10 to Aug 31
Wood Thrush Hylocichla mustelina This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures and/or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the AKN Phenology Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the"Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there) the Cornell Lab of Ornithology Neotropical Birds guide. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

NOT FOR CONSULTATION

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

This location overlaps the following National Wildlife Refuge lands:

LAND	ACRES
Illinois River National Wildlife And Fish Refuges	3,698.37 acres

- (309) 535-2290
- (309) 535-3023

19031 East County Road 2110n
Havana, IL 62644-6372

https://www.fws.gov/refuges/profiles/index.cfm?id=33653

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the NWI map to view wetlands at this location.

NOT FOR CONSULTATION

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or

local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

Appendix E. Raptor Fatality Summary Table for the Midwest Region of North America

Appendix E. Wind energy facilities in the Midwest region of North America with comparable use and fatality data for diurnal raptors. Use estimate presented as number of diurnal raptor observations per 800-meter (2, 625-foot) plot per 20-minute survey. Diurnal raptor fatality estimate is number of fatalities per megawatt (MW) per year.

Wind Energy Facility	Use Estimate	Raptor Fatality Estimate	No. of Turbines	Total MW
	Midwest			
Buffalo Ridge, MN (Phase I; 1999)	NA	0.47	73	25
Moraine II, MN (2009)	NA	0.37	33	49.5
Winnebago, IA (2009-2010)	NA	0.27	10	20
Buffalo Ridge I, SD (2009-2010)	NA	0.2	24	50.4
Cedar Ridge, WI (2009)	NA	0.18	41	67.6
PrairieWinds SD1, SD (2013-2014)	NA	0.17	108	162
Top of Iowa, IA (2004)	NA	0.17	89	80
Cedar Ridge, WI (2010)	NA	0.13	41	68
Ripley, Ont (2008)	NA	0.1	38	76
Wessington Springs, SD (2010)	0.232	0.07	34	51
Rugby, ND (2010-2011)	NA	0.06	71	149
NPPD Ainsworth, NE (2006)	NA	0.06	36	20.5
Wessington Springs, SD (2009)	0.232	0.06	34	51
PrairieWinds ND1 (Minot), ND (2011)	NA	0.05	80	115.5
PrairieWinds ND1 (Minot), ND (2010)	NA	0.05	80	115.5
PrairieWinds SD1, SD (2012-2013)	NA	0.03	108	162
Elm Creek, MN (2009-2010)	NA	0	67	100
Rail Splitter, IL (2012-2013)	NA	0	67	100.5
Pioneer Prairie II, IA (2011-2012)	NA	0	62	102.3
Buffalo Ridge, MN (Phase III; 1999)	NA	0	138	103.5
Buffalo Ridge, MN (Phase II; 1998)	NA	0	143	107.25
Buffalo Ridge, MN (Phase II; 1999)	NA	0	143	107.25
Blue Sky Green Field, WI (2008; 2009)	NA	0	88	145
Elm Creek II, MN (2011-2012)	NA	0	62	148.8
Barton I & II, IA (2010-2011)	NA	0	80	160
PrairieWinds SD1, SD (2011-2012)	NA	0	108	162
Kewaunee County, WI (1999-2001)	NA	0	31	20.46
Buffalo Ridge II, SD (2011-2012)	NA	0	105	210
Buffalo Ridge, MN (Phase I; 1996)	NA	0	73	25
Buffalo Ridge, MN (Phase I; 1997)	NA	0	73	25
Buffalo Ridge, MN (Phase I; 1998)	NA	0	73	25
Fowler I, IN (2009)	NA	0	162	301
Big Blue, MN (2013)	NA	0	18	36
Big Blue, MN (2014)	NA	0	18	36
Top of Iowa, IA (2003)	NA	0	89	80
Grand Ridge I, IL (2009-2010)	0.195	0	66	99

Appendix E (*continued*). Wind energy facilities in the Midwest region of North America with comparable use and fatality data for diurnal raptors. Data from the following sources:

Facility	Use Estimate	Fatality Estimate	Facility	Use Estimate	Fatality Estimate
Barton I & II, IA (2010-2011)		Derby et al. 2011b	Grand Ridge I, IL (2009-2010)	Derby et al. 2009	Derby et al. 2010a
Big Blue, MN (2013)		Fagen Engineering 2014	Kewaunee County, WI (1999-2001)		Howe et al. 2002
Big Blue, MN (2014)		Fagen Engineering 2015	Moraine II, MN (2009)		Derby et al. 2010g
Blue Sky Green Field, WI (2008; 2009)		Gruver et al. 2009	NPPD Ainsworth, NE (2006)		Derby et al. 2007
Buffalo Ridge I, SD (2009-2010)		Derby et al. 2010e	Pioneer Prairie II, IA (2011-2012)		Chodachek et al. 2012
Buffalo Ridge II, SD (2011-2012)		Derby et al. 2012a	PrairieWinds ND1 (Minot), ND (2010)		Derby et al. 2011d
Buffalo Ridge, MN (Phase I; 1996)		Johnson et al. 2000a	PrairieWinds ND1 (Minot), ND (2011)		Derby et al. 2012d
Buffalo Ridge, MN (Phase I; 1997)		Johnson et al. 2000a	PrairieWinds SD1, SD (2011-2012)		Derby et al. 2012c
Buffalo Ridge, MN (Phase I; 1998)		Johnson et al. 2000a	PrairieWinds SD1, SD (2012-2013)		Derby et al. 2013a
Buffalo Ridge, MN (Phase I; 1999)		Johnson et al. 2000a	PrairieWinds SD1, SD (2013-2014)		Derby et al. 2014
Buffalo Ridge, MN (Phase II; 1998)		Johnson et al. 2000a	Rail Splitter, IL (2012-2013)		Good et al. 2013b
Buffalo Ridge, MN (Phase II; 1999)		Johnson et al. 2000a	Ripley, Ont (2008)		Jacques Whitford 2009
Buffalo Ridge, MN (Phase III; 1999)		Johnson et al. 2000a	Rugby, ND (2010-2011)		Derby et al. 2011c
Cedar Ridge, WI (2009)		BHE Environ-mental 2010	Top of Iowa, IA (2003)		Jain 2005
Cedar Ridge, WI (2010)		BHE Environ-mental 2011	Top of Iowa, IA (2004)		Jain 2005
Elm Creek II, MN (2011-2012)		Derby et al. 2010f	Wessington Springs, SD (2009)	Derby et al. 2008	Derby et al. 2010d
Elm Creek, MN (2009-2010)		Derby et al. 2012b	Wessington Springs, SD (2010)		Derby et al. 2011a
Fowler I, IN (2009)		Johnson et al. 2010a	Winnebago, IA (2009-2010)		Derby et al. 2010a

Appendix F. Summary Table for Wind Energy Facilities Reporting Bird Fatalities in North America

Appendix F. Summary of wind energy facilities in North America reporting data on bird species found as fatalities.

Wind Energy Facility	Estimate Reference	Wind Energy Facility	Estimate Reference
Adelaide Wind Energy Centre (2015)	Natural Resource Solutions, Inc. (NRSI) 2016a	Melancthon 1, ON (2007)	Stantec Ltd. 2008b
Alite, CA (2010)	Chatfield et al. 2010a	Melancthon Ecopower Centre, ON (2009)	Stantec Ltd. 2010b
Alta I-V, CA (2013-2014)	Chatfield et al. 2014	Melancthon Ecopower Centre, ON (2010)	StantecLtd. 2010c
Alta I-V, CA (2015-2016)	Thompson et al. 2016a	Melancthon, ON (Phase I; 2007)	Stantec Ltd. 2008b
Alta VIII, CA (2012-2013)	Chatfield and Bay 2014	Meyersdale, PA (2004)	Arnett et al. 2005
Alta Wind I, CA (2011)	Chatfield et al. 2012	Milford I, UT (2010-2011)	Stantec 2011b
Alta Wind II-V, CA (2011)	Chatfield et al. 2012	Milford I & II, UT (2011-2012)	Stantec 2012b
Alta X, CA (2014-2015)	Chatfield et al. 2015	Mohawk Point, ON (2009)	NRSI 2010
Alta X, CA (2015-2016)	Thompson et al. 2016b	Mohawk Point, ON (2013)	NRSI 2014c
Altamont, CA	ICF International 2016	Montezuma I, CA (2011)	ICF International 2012
Arthur, ON (2012)	NRSI 2013a	Montezuma I, CA (2012)	ICF International 2013
Barton I & II, IA (2010-2011)	Derby et al. 2011b	Montezuma II, CA (2012-2013)	Harvey & Associates 2013
Barton Chapel, TX (2009-2010)	WEST 2011	Moraine II, MN (2009)	Derby et al. 2010g
Beech Ridge, WV (2012)	Tidhar et al. 2013a	Mount Storm, WV (2008)	Young et al. 2009c
Beech Ridge, WV (2013)	Young et al. 2014a	Mount Storm, WV (2009)	Young et al. 2009a, 2010b
Big Blue, MN (2013)	Fagen Engineering 2014	Mount Storm, WV (2010)	Young et al. 2010a, 2011b
Big Blue, MN (2014)	Fagen Engineering 2015	Mount Storm, WV (2011)	Young et al. 2011a, 2012a
Big Horn, WA	Kronner et al. 2008	Mountaineer, WV (2003)	Kerns and Kerlinger 2004
Big Smile, OK	Derby et al. 2013b	Mountaineer, WV (2004)	Arnett et al. 2005
Biglow Canyon, OR (Phase I; 2008)	Jeffrey et al. 2009b	Munnsville, NY (2008)	Stantec 2009b
Biglow Canyon, OR (Phase I; 2009)	Enk et al. 2010	Mustang Hills, CA (2012-2013)	Chatfield and Bay 2014
Biglow Canyon, OR (Phase II; 2009-2010)	Enk et al. 2011b	Mustang Hills and Alta VIII, CA (2014-2015)	WEST 2016c
Biglow Canyon, OR (Phase II; 2010-2011)	Enk et al. 2012b	Nine Canyon, WA (2002-2003)	Erickson et al. 2003a
Biglow Canyon, OR (Phase III; 2010-2011)	Enk et al. 2012a	Nine Canyon II, WA (2004)	Erickson et al. 2005
Bingham Wind Project, ME (2017)	TRC 2017a	Noble Altona, NY (2010)	Jain et al. 2011a
Bishop Hill, IL (2012)	Simon et al. 2014a	Noble Altona, NY (2011)	Kerlinger et al. 2011a
Bishop Hill, IL (Fall 2013)	Simon et al. 2014b	Noble Bliss, NY (2008)	Jain et al.2009c
Bishop Hill, IL (Spring 2014)	Ritzert et al. 2014	Noble Bliss, NY (2009)	Jain et al. 2010c
Bishop Hill, IL (Fall 2014)	Shoener Environmental 2015a	Noble Bliss/Wethersfield Comparison Study, NY (2011)	Kerlinger et al. 2011
Bishop Hill, IL (2015)	Shoener Environmental 2015b	Noble Chateaugay, NY (2010)	Jain et al. 2011b
Blue Sky Green Field, WI	Gruver et al. 2009	Noble Clinton, NY (2008)	Jain et al. 2009d
Bluewater, ON (2015)	NRSI 2016b	Noble Clinton, NY (2009)	Jain et al. 2010a
Bornish, ON (2015)	NRSI 2016c	Noble Ellenburg, NY (2008)	Jain et al. 2009e
Buena Vista, CA	Insignia Environmental 2009	Noble Ellenburg, NY (2009)	Jain et al. 2010b
Buffalo Gap I, TX	Tierney 2007	Noble Wethersfield, NY (2010)	Jain et al. 2011c
Buffalo Gap II, TX	Tierney 2009	NPPD Ainsworth, NE (2006)	Derby et al. 2007
Buffalo Mountain, TN (2000-2003)	Nicholson et al. 2005	Oakfield, ME (2016)	Stantec 2016
Buffalo Mountain, TN (2005)	Fiedler et al. 2007	Oakfield, ME (2017)	TRC 2018

Appendix F. Summary of wind energy facilities in North America reporting data on bird species found as fatalities.

Wind Energy Facility	Estimate Reference	Wind Energy Facility	Estimate Reference
Buffalo Ridge, MN (1994-1995)	Osborn et al. 1996, 2000	Odell, MN (2016-2017)	Chodachek and Gustafson 2018
Buffalo Ridge, MN (2000)	Krenz and McMillian 2000	Oklahoma Wind Energy Center, OK (2004; 2005)	Piorkowski and O'Connell 2010
Buffalo Ridge, MN (Phase I; 1996)	Johnson et al. 2000a	Oxley, ON (2015)	NRSI 2016f
Buffalo Ridge, MN (Phase I; 1997)	Johnson et al. 2000a	Pacific, CA (2012-2013)	Sapphos Environmental 2014
Buffalo Ridge, MN (Phase I; 1998)	Johnson et al. 2000a	Pacific Wind, CA (2014-2015)	WEST 2016a
Buffalo Ridge, MN (Phase I; 1999)	Johnson et al. 2000a	Pacific Wind, CA (2015-2016)	WEST 2017a
Buffalo Ridge, MN (Phase II; 1998)	Johnson et al. 2000a	Palouse Wind, WA (2012-2013)	Stantec 2013a
Buffalo Ridge, MN (Phase II; 1999)	Johnson et al. 2000a	Passadumkeag, ME (2016)	Ritzert et al. 2017
Buffalo Ridge, MN (Phase II; 2001/Lake Benton I)	Johnson et al. 2004	Pebble Springs, OR (2009-2010)	Gritski and Kronner 2010b
Buffalo Ridge, MN (Phase III; 1999)	Johnson et al. 2000a	Pine Tree, CA (2009-2010)	BioResource Consultants 2012
Buffalo Ridge, MN (Phase III; 2001/Lake Benton II)	Johnson et al. 2004	Pinnacle, WV (2012)	Hein et al. 2013a
Buffalo Ridge I, SD (2010)	Derby et al. 2010e	Pinnacle Operational Mitigation Study, WV (2012)	Hein et al. 2013b
Buffalo Ridge II, SD (2011)	Derby et al. 2012a	Pinyon Pines, CA (2015-2016)	Rintz and Starcevich 2016
Bull Hill, ME (2013)	Stantec Consulting, Inc. (Stantec) 2014a	Pinyon Pines I & II, CA (2013-2014)	Chatfield and Russo 2014
Bull Hill, ME (2014)	Stantec 2015b	Pinyon Pines I & II, CA (2017-2018)	Rintz and Pham 2018
Cameron Ridge/Section 15, CA (2014-2015)	WEST 2016b	Pioneer Prairie, IA (Phase II; 2011-2012)	Chodachek et al. 2012
Cameron Ridge/Section 15, CA (2015-2016)	Rintz and Thompson 2017	Pioneer Prairie II, IA (2013)	Chodachek et al. 2014
Caribou Wind Park, NB (2011)	NRSI, 2012	Pioneer Trail, IL (2012-2013)	ARCADIS U.S., Inc. 2013
Casselman, PA (2008)	Arnett et al. 2009	Plateau, ON (2012)	NRSI 2013b
Casselman, PA (2009)	Arnett et al. 2010	Plateau, ON (2013)	NRSI 2014d
Castle River, AB (2002)	Brown and Hamilton 2006	Plateau, ON (2014)	NRSI 2015a
Cedar Ridge, WI (2009)	BHE Environmental 2010	Pleasant Valley, MN (2016-2017)	Tetra Tech 2017b
Cedar Ridge, WI (2010)	BHE Environmental 2011	Point-Aux-Roches, ON (2012)	NRSI 2013c
Chopin, OR (2016-2017)	Hallingstad and Riser-Espinoza 2017	Point-Aux-Roches, ON (2013)	NRSI 2014e
Cohocton/Dutch Hill, NY (2009)	Stantec 2010	Point-Aux-Roches, ON (2014)	NRSI 2015b
Cohocton/Dutch Hill, NY (2013)	Stantec 2014b	Port Alma, ON (2009)	M. K. Ince and Associates Ltd. 2010
Cohocton/Dutch Hills, NY (2010)	Stantec 2011a	Port Alma, ON (2010)	Stantec Ltd. 2011b
Comber, ON (2013)	Stantec Ltd. 2014a	Port Alma & Chatham, ON (2011)	Stantec Ltd. 2012b
Comber, ON (2015)	Stantec Ltd. 2016a	Port Alma & Chatham, ON (2012)	Stantec Ltd. 2013b
Combine Hills, OR (Phase I; 2004-2005)	Young et al. 2006	Port Dover and Nanticoke, ON (2014)	Stantec Ltd. 2015b

Appendix F. Summary of wind energy facilities in North America reporting data on bird species found as fatalities.

Wind Energy Facility	Estimate Reference	Wind Energy Facility	Estimate Reference
Combine Hills, OR (2011)	Enz et al. 2012	Prairie Rose, MN (2014)	Chodachek et al. 2015
Condon, OR	Fishman Ecological Services LLC 2003	PrairieWinds ND1 (Minot), ND (2010)	Derby et al. 2011d
Conestogo, ON (2013)	NRSI 2014a	PrairieWinds ND1 (Minot), ND (2011)	Derby et al. 2012d
Crescent Ridge, IL	Kerlinger et al. 2007	PrairieWinds SD1, SD (2011-2012)	Derby et al. 2012c
Criterion, MD (2011)	Young et al. 2012b	PrairieWinds SD1, SD (2012-2013)	Derby et al. 2013a
Criterion, MD (2012)	Young et al. 2013	PrairieWinds SD1, SD (2013-2014)	Derby et al. 2014
Criterion, MD (2013)	Young et al. 2014b	Prince Wind Farm, ON (2006)	NRSI 2008
Crystal Lake II, IA	Derby et al. 2010b	Prince Wind Farm, ON (2007)	NRSI 2008
Diablo Winds, CA	WEST 2006, 2008	Prince Wind Farm, ON (2008)	NRSI 2009
Dillon, CA	Chatfield et al. 2009	Proof Line, ON (2012)	M. K. Ince and Associates 2013
Dry Lake I, AZ	Thompson et al. 2011	Rail Splitter, IL (2012-2013)	Good et al. 2013b
Dry Lake II, AZ	Thompson and Bay 2012	Raleigh, ON (2011)	Dillon Consulting 2012a
Elkhorn, OR (2008)	Jeffrey et a. 2009a	Raleigh, ON (2012)	Dillon Consulting 2013c
Elkhorn, OR (2010)	Enk et al. 2011a	Raleigh, ON (2013)	Dillon Consulting 2013b
Elm Creek, MN	Derby et al. 2010f	Record Hill, ME (2012)	Stantec 2013b
Elm Creek II, MN	Derby et al. 2012b	Record Hill, ME (2014)	Stantec 2015c
Erieau, ON (2015)	Dillon Consulting 2016	Record Hill, ME (2016)	Stantec 2017
Foote Creek Rim, WY (Phase I; 1999)	Young et al. 2003a	Red Canyon, TX	Miller 2008
Foote Creek Rim, WY (Phase I; 2000)	Young et al. 2003a	Red Hills, OK	Derby et al. 2013c
Foote Creek Rim, WY (Phase I; 2001-2002)	Young et al. 2003a	Ripley, ON (2008)	Jacques Whitford 2009
Forward Energy Center, WI	Grodsky and Drake 2011	Ripley, ON (Fall 2009)	Golder Associates 2010
Fowler I, IN (2009)	Johnson et al. 2010a	Rising Tree, CA (2015-2016)	Rintz et al. 2016
Fowler I, II, III, IN (2010)	Good et al. 2011	Rising Tree, CA (2017-2018)	Chatfield et al. 2018
Fowler I, II, III, IN (2011)	Good et al. 2012	Rollins, ME (2012)	Stantec 2013c
Fowler I, II, III, IN (2012)	Good et al. 2013a	Roth Rock, MD (2011)	Atwell, LLC 2012
Fowler III, IN (2009)	Johnson et al. 2010b	Rugby, ND	Derby et al. 2011c
Fowler Ridge, IN (2015)	Good et al. 2016	Sheffield, VT (2012)	Martin et al. 2013
Fowler Ridge, IN (2016)	Good et al. 2017	Sheldon, NY (2010)	Tidhar et al. 2012a
Fowler Ridge, IN (2017)	Good et al. 2018	Sheldon, NY (2011)	Tidhar et al. 2012b
Gesner, ON (2013)	Stantec Ltd. 2014b	Shiloh I, CA	Kerlinger et al. 2009
Gesner, ON (2014)	M. K. Ince and Associates, Ltd. 2015	Shiloh II, CA (2009-2010)	Kerlinger et al. 2010
Goodnoe, WA	URS Corporation (URS) 2010a	Shiloh II, CA (2010-2011)	Kerlinger et al. 2013a
Goshen, ON (2015)	NRSI 2016d	Shiloh II, CA (2011-2012)	Kerlinger et al. 2013a
Goulais, ON (2015)	NRSI 2016e	Shiloh III, CA (2012-2013)	Kerlinger et al. 2013b
Grand Renewable, ON (2015)	Dillon Consulting 2016	Skyway 8, ON (2015)	NRSI 2016g
Grand Ridge I, IL	Derby et al. 2010a	SMUD Solano, CA	Erickson and Sharp 2005
Grand Valley Wind Farm Project, ON (2012-2013)	Stantec Consulting Ltd.(Stantec Ltd.) 2015a	Solano III, CA (2012-2013)	AECOM 2013
Grand Valley, ON (2016)	Stantec Ltd. 2017	South Branch, ON (2014)	Stantec Ltd. 2015c
Greenwich, ON (2012)	Dillon Consulting 2013a	South Branch, ON (2015)	Stantec Ltd. 2016b
Greenwich, ON (2013)	Dillon Consulting 2014	South Kent Wind Project, ON (2015)	NRSI 2016h
Hancock, ME (2017)	TRC 2017b	South Side, AB (2013)	NRSI 2014f

Appendix F. Summary of wind energy facilities in North America reporting data on bird species found as fatalities.

Wind Energy Facility	Estimate Reference
Harrow, ON (2010)	NRSI 2011
Harrow, ON (2013)	NRSI 2014b
Harvest Wind, WA (2010-2012)	Downes and Gritski 2012a
Hatchet Ridge, CA (2011-2012)	Tetra Tech 2013a
Hatchet Ridge, CA (2012-2013)	Tetra Tech 2013a
Hay Canyon, OR	Gritski and Kronner 2010a
Heritage Garden, MI (2012-2014)	Kerlinger et al. 2014
High Winds, CA (2004)	Kerlinger et al. 2006
High Winds, CA (2005)	Kerlinger et al. 2006
Hopkins Ridge, WA (2006)	Young et al. 2007c
Hopkins Ridge, WA (2008)	Young et al. 2009b
Horse Butte, ID (2012-2015)	SWCA Environmental Consultants 2015
Howard, NY (2012)	Tidhar et al. 2013c
Howard, NY (2013)	Lukins et al. 2014
Jersey Atlantic, NJ	New Jersey Audubon Society 2008, 2008, 2009
Judith Gap, MT (2006-2007)	TRC Environmental Corporation 2008
Judith Gap, MT (2009)	Poulton and Erickson 2010
Kent Breeze, ON (2011)	BioLogic Incorporated 2012
Kent Breeze, ON (2012)	BioLogic Incorporated 2013
Kent Breeze, ON (2013)	BioLogic Incorporated 2014
Kent Breeze, ON (2014)	BioLogic Incorporated 2015
Kent Hills, NB (2009)	Stantect Ltd. 2010a
Kent Hills, NB (2010)	Stantec Ltd. 2011a
Kent Hills Wind Farm Expansion, NB (2011)	Stantec Ltd. 2012a
Kent Hills Wind Farm Expansion, NB (2012)	Stantec Ltd. 2013a
Kewaunee County, WI	Howe et al. 2002
Kibby, ME (2011)	Stantec 2012a
Kingsbridge 1, ON (2006)	Stantec Ltd. 2007a
Kingsbridge 1, ON (2007)	Stantec Ltd. 2008a
Kittitas Valley, WA (Year 1; 2011-2012)	Stantec Consulting Services (Stantec Consulting) 2012
Kittitas Valley, WA (Year 2; 2012-2013)	Stantec Consulting 2013
Klondike, OR	Johnson et al. 2003
Klondike II, OR	Northwest Wildlife Consultants (NWC) and WEST 2007
Klondike III (Phase I), OR	Gritski et al. 2010
Klondike IIIa (Phase II), OR	Gritski et al. 2011
Spring Valley, NV (2012-2013)	WEST 2014
Springwood, NV (2015)	McIntosh Perry Consulting Engineers Ltd. 2016a
Spruce Mountain, ME (2012)	Tetra Tech 2013b
Spruce Mountain Wind Project, ME (2014)	Tetra Tech 2015
St. Columban, ON (2016)	Cole Engineering Group, Ltd. 2017
Stateline, OR/WA (2002)	Erickson et al. 2004
Stateline, OR/WA (2003)	Erickson et al. 2004
Stateline, OR/WA (2006)	Erickson et al. 2007
Steel Winds I, NY (2007)	Grehan 2008
Steel Winds I & II, NY (2012)	Stantec 2013a
Steel Winds I & II, NY (2013)	Stantec 2014d
Stetson II, ME (2014)	Stantec 2015d
Stetson Mountain I, ME (2009)	Stantec 2009c
Stetson Mountain I, ME (2011)	Normandeau Associates 2011
Stetson Mountain I, ME (2013)	Stantec 2014e
Stetson Mountain II, ME (2010)	Normandeau Associates 2010
Stetson Mountain II, ME (2012)	Stantec 2013d
Summerhaven, ON (2014)	NRSI 2015c
Summerhaven, ON (2015)	NRSI 2016i
Summerview, AB (2006)	Brown and Hamilton, 2006 #13694}
Summerview, AB (2008)	Baerwald 2008
Talbot, ON (2011)	Dillon Consulting 2011
Talbot, ON (2012)	Dillon Consulting 2012b
Talbot, ON (2013)	Dillon Consulting, 2013d
Thunder Spirit, ND (2016-2017)	Derby et al. 2018
Top Crop I & II, IL(2012-2013)	Good et al. 2013c
Top of Iowa, IA (2003)	Jain 2005
Top of Iowa, IA (2004)	Jain 2005
Top of the World, WY (2010-2011)	Rintz and Bay 2012
Top of the World, WY (2011-2012)	Rintz and Bay 2013
Top of the World, WY (2012-2013)	Rintz and Bay 2014
Tucannon River, WA (2015)	Hallingstad et al. 2016
Tuolumne (Windy Point I), WA	Enz and Bay 2010
Vansycle, OR	Erickson et al. 2000
Vantage, WA	Ventus Environmental Solutions 2012

Appendix F. Summary of wind energy facilities in North America reporting data on bird species found as fatalities.

Wind Energy Facility	Estimate Reference	Wind Energy Facility	Estimate Reference
Lakefield Wind, MN	Minnesota Public Utilities Commission 2012	Vasco, CA (2012-2013)	Brown et al. 2013
Laurel Mountain, WV (2013)	Stantec 2014c	Waverly Wind, KS (2016-2017)	Tetra Tech 2017a
Laurel Mountain, WV (2014)	Stantec 2015a	Wessington Springs, SD (2009)	Derby et al. 2010d
Leaning Juniper, OR	Gritski et al. 2008	Wessington Springs, SD (2010)	Derby et al. 2011a
Lempster, NH (2009)	Tidhar et al. 2010	White Creek, WA (2007-2011)	Downes and Gritski 2012b
Lempster, NH (2010)	Tidhar et al. 2011	Whittington, ON (2015)	McIntosh Perry Consulting Engineers Ltd. 2016b
Linden Ranch, WA	Enz and Bay 2011	Wild Horse, WA	Erickson et al. 2008
Locust Ridge, PA (Phase II; 2009)	Arnett et al. 2011	Wildcat, IN (2016)	Stantec Consulting Services, Inc. (Stantec Consulting) 2017
Locust Ridge, PA (Phase II; 2010)	Arnett et al. 2011	Wildcat, IN (2017)	Stantec Consulting 2018
Lower West, CA (2012-2013)	Levenstein and Bay 2013a	Windstar, CA (2012-2013)	Levenstein and Bay 2013b
Lower West, CA (2014-2015)	Levenstein and DiDonato 2015	Windstar, CA (2013-2014)	Levenstein and Bay 2014
Lower West, CA (2016-2017)	WEST 2017b	Windy Flats (Windy Point II), WA	Enz et al. 2011
Madison, NY (2001-2002)	Kerlinger 2002	Winnebago, IA	Derby et al. 2010a
Maple Ridge, NY (2006)	Jain et al. 2007	Wolfe Island, ON (May-June 2009)	Stantec Ltd. 2010d
Maple Ridge, NY (2007)	Jain et al. 2009a	Wolfe Island, ON (July-December 2009)	Stantec Ltd. 2010e
Maple Ridge, NY (2007-2008)	Jain et al. 2009b	Wolfe Island, ON (January-June 2010)	Stantec Ltd. 2011c
Maple Ridge, NY (2012)	Tidhar et al. 2013b	Wolfe Island, ON (July-December 2010)	Stantec Ltd. 2011d
Marengo I, WA (2009-2010)	URS 2010b	Wolfe Island, ON (January-June 2011)	Stantec Ltd. 2011e
Marengo II, WA (2009-2010)	URS 2010c	Wolfe Island, ON (July-December 2011)	Stantec Ltd. 2012c
Mars Hill, ME (2007)	Stantec 2008	Wolfe Island, ON (January-June 2012)	Stantec Ltd. 2014c
Mars Hill, ME (2008)	Stantec 2009a	Wolfe Island Ecopower Centre, ON (2010)	Stantec Ltd. 2011c, 2011d
McBride, AB (2003-2004)	Brown and Hamilton 2004	Wolfe Island Ecopower Centre, ON (2011)	Stantec Ltd. 2012c
McLean's Mountain, ON (2015)	Dillon Consulting 2016	Wolfe Island Ecopower Centre, ON (2012)	Stantec Ltd. 2014c
Melancthon 1, ON (2006)	Stantec Ltd. 2007b		

Appendix G: Fatality Tables and Figures References.

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Raptor Nest Follow-up Surveys for the Lincoln Land Wind Project Morgan County, Illinois

Prepared by:

T. Travis Brown

Western EcoSystems Technology, Inc.
408 W. 6th Street
Bloomington, IN 47404

July 31, 2018

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Figure 1. Locations of eagle and other raptor nests documented during aerial and ground surveys at the Lincoln Land Wind Project in Morgan County, Illinois. 2

INTRODUCTION

Western EcoSystems Technology, Inc. (WEST) completed ground-based follow-up observations at potential bald eagle nests at the proposed Lincoln Land Wind Project (Project) in Morgan County, Illinois. The purpose of this survey was to determine the status of two nests that were identified as potential bald eagle (*Haliaeetus leucocephalus*) nests during initial aerial surveys completed for the Project.

METHODS

An initial aerial raptor nest survey was completed for the Project on April 8, 2018 by Copperhead Environmental Consultants (Copperhead 2018). On May 9 and 10, 2018, WEST completed ground-based follow-up observations of two potential bald eagle nests (Nests 1 and 19) identified as unknown occupancy during the aerial survey. Observations were completed more than 30 days after the initial aerial surveys, and each nest was observed for four hours. This approach is consistent with the U.S. Fish and Wildlife Service (USFWS) *Eagle Conservation Plan Guidance* (USFWS 2013) and December 2016 revisions to the guidance (USFWS 2016), which describe methods for determining occupancy status of eagle nests.

Nests were classified as occupied if any of the following were observed at the nest structure: 1) an adult in an incubating position, 2) eggs, 3) nestlings or fledglings, 4) a pair of adults, 5) a newly constructed or refurbished stick nest in the area where territorial behavior of a raptor had been observed earlier in the breeding season, or 6) a recently repaired nest with fresh sticks (clean breaks) or fresh boughs on top, and/or droppings and/or molted feathers on its rim or underneath. Occupied nests were further classified as active if: 1) an adult was present on the nest in incubating position, 2) an egg or eggs were present, or 3) nestlings were observed. Nests were classified as inactive if no eggs or chicks were present. Nests not meeting the above criteria for “occupied” were classified as “unoccupied.” Nest identification numbers are consistent with those provided in the original shapefile.

RESULTS

Nest 19 was observed for four hours on May 9, 2018, and the nest was confirmed to be active. An adult bald eagle attended and fed at least one chick in the nest. Nest 1 was observed for four hours on May 10, 2018, and the nest was confirmed to be unoccupied with no signs of activity. No new branches had been added to the nest, and there were no signs of recent maintenance of the nest (Figure 1).

On May 4 and May 6, 2018, a WEST field technician also attempted to locate and identify the species using two smaller, inactive non-eagle raptor nests that had been identified in the Project during aerial surveys (nests 6 and 18; Figure 1). No raptor nest was located at 18 and because the nest location is within a readily visible tree line and highly detectable if present, the nest was confirmed gone (i.e., likely fell down from tree). Nest 6 is located on private land, and it was not visible from any public road; therefore, the status of this nest could not be confirmed.

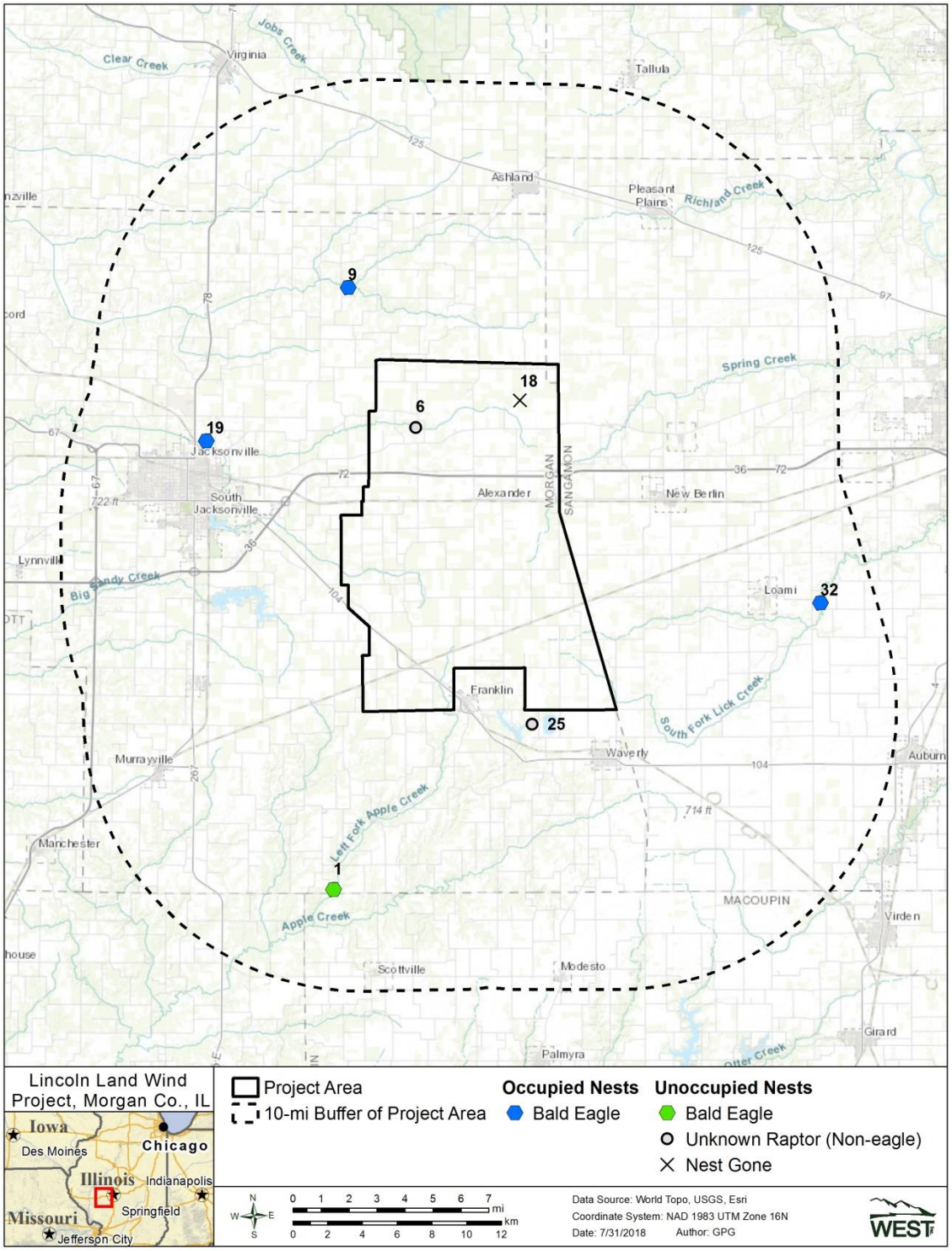

Figure 1. Locations of eagle and other raptor nests documented during aerial and ground surveys at the Lincoln Land Wind Project in Morgan County, Illinois.

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LINCOLN LAND WIND PROJECT MIST-NET AND ACOUSTIC BAT SURVEY REPORT MORGAN COUNTY, ILLINOIS

July 29 – August 6, 2018

Prepared by:

Kristina Hammond and Travis Brown

Western EcoSystems Technology, Inc.
415 West 17th Street, Suite 200
Cheyenne, Wyoming 82001

January 14, 2019

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EXECUTIVE SUMMARY

Western EcoSystems Technology, Inc. completed mist-nest surveys in accordance with the U.S. Fish and Wildlife Service (USFWS) 2018 *Range-Wide Indiana Bat Survey Guidelines* (USFWS 2018) within the Lincoln Land Wind Project (Project) in Morgan County, Illinois. The main objectives of the surveys were to determine if Indiana bats (INBA) or northern long-eared bats (NLEB) were present within the Project during the summer and to characterize species composition during summer.

Surveys were completed at five mist-net sites from July 29 to August 6, 2018 following USFWS Guidelines (USFWS 2018). At the request of the Illinois Department of Natural Resources, full spectrum bat detectors were also deployed at mist net sites on nights when mist-netting occurred to collect supplementary information on bat species composition within the Project area. No INBA or NLEBs were captured during mist net surveys; however, probable calls of INBA were recorded at one site in the southwestern corner of the Project.

STUDY PARTICIPANTS

Western EcoSystems Technology Study Participants

Chad LeBeau	Senior Project Manager
Travis Brown	Project Manager
Kristina Hammond	Project Manager
Kristen Klaphake	GIS Technician
Kristina Hammond	Bat Biologist
Larisa Bishop-Boros	Bat Biologist
Andrea Palochak	Technical Editor
Cailene Bovee	Field Technician
Julia Wilson	Field Technician

REPORT REFERENCE

Hammond .K. and T. Brown. 2018. Lincoln Land Wind Project Mist-Net and Acoustic Bat Survey Report. July 29 – August 6, 2018. Prepared for Apex Clean Energy, Inc., Charlottesville, Virginia. Prepared by Western EcoSystems Technology, Inc. (WEST), Cheyenne, Wyoming. January 14, 2019 11 pp. + appendices.

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INTRODUCTION

Western EcoSystems Technology, Inc. (WEST) completed mist-nest surveys in accordance with the U.S. Fish and Wildlife Service (USFWS) 2018 *Range-Wide Indiana Bat Survey Guidelines* (USFWS 2018) within the Lincoln Land Wind Project (Project) in Morgan County, Illinois (Figure 1). The main objectives of the surveys were to determine if Indiana bats (*Myotis sodalis*; INBA) or northern long-eared bats (*Myotis septentrionalis*; NLEB) were present within the Project during the summer and to characterize species composition during summer.

Of the nine bat species with the potential to occur in Morgan County, Illinois, two are federally listed under the Endangered Species Act of 1973 (ESA). The INBA is listed as endangered (USFWS 1967) and the NLEB is listed as threatened (USFWS 2015). The gray bat (*M. grisescens;* GRBA) has not been recorded in Morgan County, but due to its occurrence in Pike County, which is adjacent to the Project (Feldhamer et al. 2015) and its federal status (endangered; USFWS 1967), this species was considered in acoustic analyses. No state-listed bat species, other than those that are also federally listed, are known to occur within Morgan County.

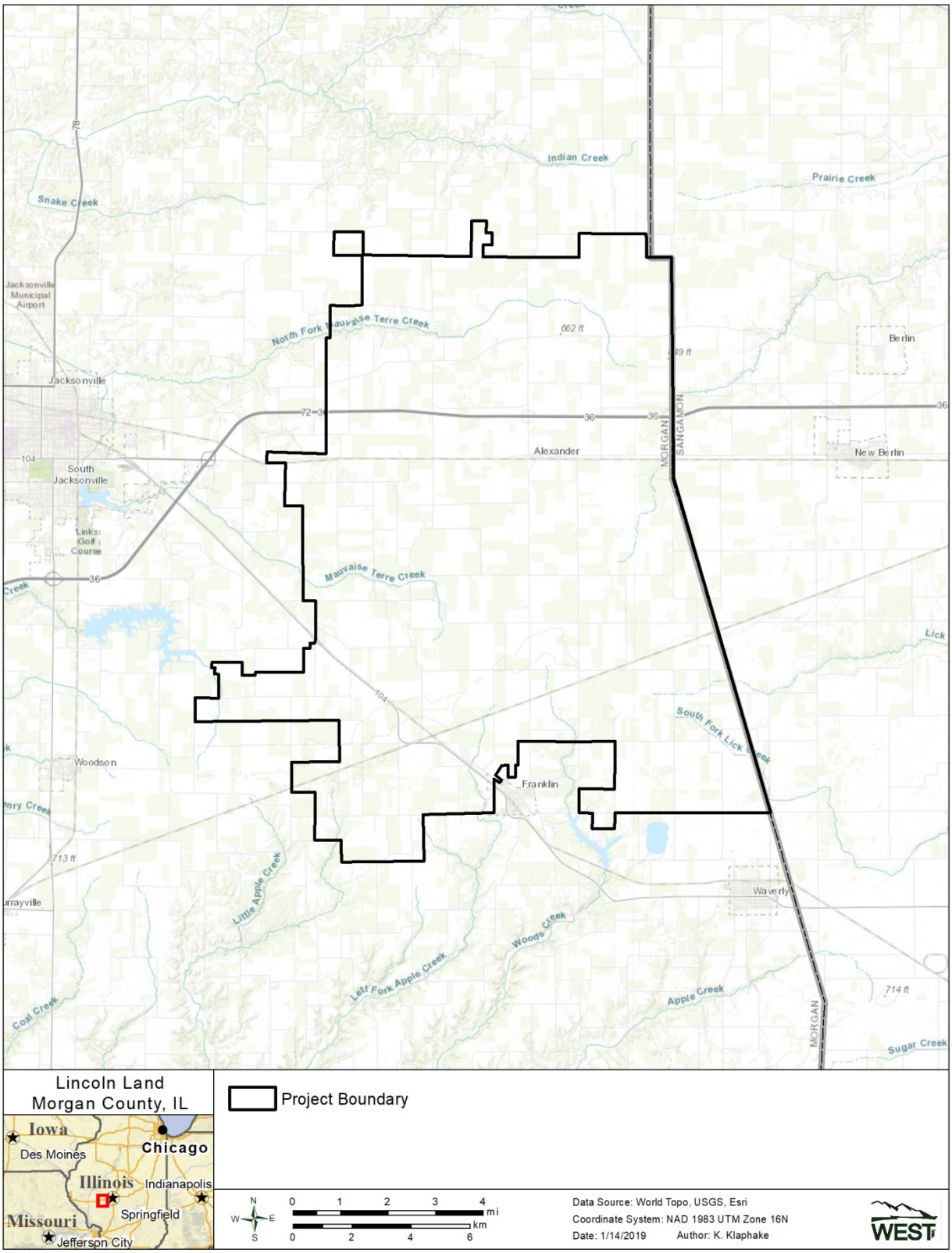

Figure 1. Location of the proposed Lincoln Land Wind Project.

METHODS

Mist-Net Surveys

Mist-nest surveys were implemented in accordance with the 2018 *Range-Wide Indiana Bat Summer Survey Guidelines* (USFWS 2018, which also apply to NLEB). Study plans for the project area initially under consideration were approved by USFWS and Illinois Department of Natural Resources (IDNR) on July 25, 2018 and July 23, 2018, respectively. The Project boundary was expanded at the end of July 2018 and a study plan amendment was approved for the current boundary by both USFWS and IDNR on August 8, 2018 (Figure 2).

The level of effort for mist-net surveys required by USFWS protocol is one site (consisting of nine net-nights) for every 123 acres of suitable habitat within a non-linear project area. Based on a desktop habitat assessment of the acreage of potential suitable habitat for INBA or NLEB within the Project, WEST biologists determined that five survey sites were required within the initial Project boundary to meet the Phase 2 requirements of the USFWS protocol and seven were required in the current Project boundary. Due to access constraints, only five mist net sites were sampled, as opposed to the seven required by the USFWS protocol based on the amount of suitable habitat in the current Project boundary (see Figure 2). Thus, the sampling is representative of the current Project boundary, but is less than the recommended level of effort in the USFWS Guidelines.

Mist-net surveys were completed July 29 through August 6, 2018. Standard 2-ply, 75-denier, nylon mist-nets with a mesh size of 38.00 millimeters (1.30 inches) were used at each mist-net site. Three to five mist-net sets were used at each site, depending on the availability of suitable mist-netting corridors. A mist-net set consisted of two to three mist-nets stacked together and suspended from two poles. Surveys began at sunset and continued for at least five hours, with nets checked every 10 minutes. Net locations were established at least 30 meters (98 feet) apart within each mist-net site whenever possible. All mist-net sites were surveyed for nine net nights for a total of 45 net nights. If weather conditions such as persistent rain (more than 30 minutes), strong winds (more than 14.5 kilometers per hour [9.0 miles per hour] for more than 30 minutes), or cold temperatures (below 10 degrees [°] Celcius [50 °Fahrenheit] for more than 30 minutes) occurred during the netting period, then those net nights were re-surveyed. If a site had nets open more than three nights due to a weather delay (e.g., rain for > 30 minutes, continuous strong winds), then nets were moved on Night 4 within the site per USFWS Guidance. Disturbance in the form of noise and movement were minimized at all net locations. Mist-net sites were selected prior to the study during the desktop analysis by a permitted bat biologist in habitat classified as suitable bat habitat. Specific mist-net sites were determined on-site by permitted bat biologists with INBA and NLEB research experience. All mist-net surveys were performed by staff permitted and approved by USFWS (Permit # TE03495B-2 and TE21829b-2), and Illinois Department of Natural Resources (Scientific Collection Permit #NH18.5496 and Endangered and Threatened Species Permit# 1221) to capture and handle INBA and NLEB. Maps, pictures, and details of mist-net sites are included in appendices A, B, and D.

For each mist-net night, the date, start and end time, site description, site coordinates, mist-net specifics, and weather data (temperature, cloud cover, wind speed, precipitation, and moon phase) were recorded. All captured bats were identified to species. In addition, sex, age, reproductive condition, body mass (grams), forearm length (millimeters), and capture status (recapture/new) were recorded. To assess exposure to White-Nose Syndrome (WNS), a Reichard Index score (0-3) was recorded for all captured bats. To prevent cross contamination of captured bats with *Pseudogymnoascus destructans*, the fungus that causes WNS, the USFWS WNS decontamination protocols were followed for all mist-netting efforts (USWS 2016). Captured bats were measured and processed immediately and were usually released within 15 minutes. Species of bats captured were photo-documented at each site. For INBA, NLEB, and little brown bats, voucher photographs of species-specific identifiable features (e.g., head, body, calcar, foot, toe hairs) were taken.

Acoustic Surveys

At the request of IDNR, a Song Meter full spectrum ultrasonic detector (SM4Bat FS; Wildlife Acoustics, Inc., Concord, Massachusetts) was placed at each mist-net site to evaluate bat activity in the same flight corridor. Detectors were left out for the full night during all nights of survey. At site LL4, the acoustic detector was moved slightly within the site for the last night of surveys to be closer to the new net locations. Universal Transverse Mercator coordinates and brief site descriptions for each acoustic site are listed in Appendix D. Maps and photographs of acoustic survey sites are included in Appendices A and E, respectively.

Bat calls were quantitatively identified using Kaleidoscope Pro (KPro, version 4.2.0; Bats of North America classifier version 4.2.0; Wildlife Acoustics). The appropriate state (Illinois) from the Bats of North America classifier (version 4.2.0) was used and the “Most Sensitive” (i.e., most liberal) setting was selected. All call files identified as INBA, NLEB, or GRBA by KPro were evaluated via qualitative call analysis by a biologist experienced with acoustic identification and who met required USFWS qualifications (Kevin Murray; see USFWS 2018). Qualitative review was also completed for all files from nights that exceeded the maximum likelihood threshold (p-value < 0.05) for INBA or NLEB. If call sequences were not characteristic of INBA, NLEB, or GRBA; contained distinct calls produced by species other than INBA, NLEB, or GRBA; or were of insufficient quality after qualitative review, the calls were reclassified as another species or as unknown. INBA, NLEB and GRBA were considered likely absent from sites where KPro did not identify calls from these species, and from sites where calls where qualitatively reviewed and identified calls to be from other species.

MAP REMOVED – POTENTIAL SENSITIVE SPECIES LOCATIONS

Figure 2. Acoustic and mist-net survey locations at the proposed Lincoln Land Wind Project (US Geological Survey National Land Cover Database 2011, Homer et al. 2015).

RESULTS

Mist-Net Surveys

Mist-nest surveys were completed at five sites between July 29 and August 5, 2018. WEST captured a total of 57 bats, including 30 eastern red bats, 20 big brown bats, six evening bats, and one hoary bat (Table 1). No INBA, NLEB, or GRBA were captured during the 2018 mist-net surveys. Photos of captured bat species are included in Appendix C, and capture details for all bats can be found in Appendix D.

Table 1. Summary of bat captures at mist-net sites for the 2018 Indiana bat and northern long-eared bat surveys at the proposed Lincoln Land Wind Project.

Site ID	EPFU	LABO	LACI	NYHU	Total
LL1	0	6	0	0	**6**
LL2	0	3	0	0	**3**
LL3	2	8*	0	0	**10**
LL4	18	12	1	5	**36**
LL5	0	1	0	1	**2**
Total	**20**	**30**	**1**	**6**	**57**

*A bat was captured twice in the same night but only counted once in the total.

ID = identification. EPFU=Big Brown Bat; LABO=Eastern Red Bat; LACI=Hoary Bat; NYHU= Evening Bat.

Acoustic Surveys

KPro identified 3,037 bat call files and identified 2,139 files (70.4%) to species (Table 2). KPro identified 90 potential GRBA calls, 63 potential INBA calls, and three potential NLEB calls (Table 3). After qualitative analysis, it was determined that there were no GRBA or NLEB call files, and 18 potential INBA call files (Table 4). All of the INBA calls were recorded on August 5 and 6, 2018 at site LL5, located in the southwest corner of the Project, after mist-net surveys had concluded for the night.

Table 2. Number of bat calls identified by Kaleidoscope Pro during 2018 acoustic bat surveys at the proposed Lincoln Land Wind Project.

Site ID	Total Bat Calls	Calls Identified	Detector-Nights	Bat Calls/Detector-Night
LL1	826	554	3	275.3
LL2	174	137	3	58.0
LL3	388	319	3	129.3
LL4	508	412	4[1]	127.0
LL5	1,141	717	2	570.5
Total	**3,037**	**2,139**	**15**	**202.5[2]**

[1]One night was invalid due to weather

[2]This is an overall value, not a total.

ID = identification.

Table 3. Species identified by Kaleidoscope Pro during 2018 acoustic bat surveys at the proposed Lincoln Land Wind Project.

	Site					
Species	**LL1**	**LL2**	**LL3**	**LL4**	**LL5**	**Total**
EPFU	19	46	218	140	9	**432**
LABO	270	64	54	131	494	**1,013**
LACI	0	0	7	60	0	**67**
LANO	0	2	5	26	3	**36**
GRBA	66	6	4	2	12	**90**
MYLU	41	6	9	2	24	**82**
NLEB	0	1	1	0	1	**3**
INBA	1	1	1	0	60	**63**
NYHU	156	11	18	51	111	**347**
PESU	1	0	2	0	3	**6**
UNK	272	37	69	96	424	**898**
Total	**826**	**174**	**388**	**508**	**1,141**	**3,037**

ID = identification. EPFU=Big Brown Bat; LABO=Eastern Red Bat; LACI=Hoary Bat; LANO=Silver-haired Bat; GRBA=Gray Bat; MYLU=Little Brown Bat; NLEB=Northern Long-eared Bat; INBA=Indiana Bat; NYHU= Evening Bat; PESU=Eastern Pipistrelle; UNK=Unknown.

Table 4. Qualitative review results of the 156 files identified as potential Indiana bat, northern long-eared bat, or gray bat sequences by Kaleidoscope Pro at the proposed Lincoln Land Wind Project.

Station	Night	Time	Kaleidoscope Pro ID	Qualitative ID
LL1	20180802	10:00:15 PM	gray bat	eastern red bat
LL1	20180802	11:41:38 PM	gray bat	eastern red bat
LL1	20180802	12:27:58 AM	gray bat	eastern red bat
LL1	20180802	1:15:01 AM	gray bat	eastern red bat
LL1	20180802	1:25:11 AM	gray bat	eastern red bat
LL1	20180802	1:27:40 AM	gray bat	eastern red bat
LL1	20180802	1:28:05 AM	gray bat	eastern red bat
LL1	20180802	1:29:29 AM	gray bat	eastern red bat
LL1	20180802	1:30:05 AM	gray bat	eastern red bat
LL1	20180802	1:33:38 AM	gray bat	eastern red bat
LL1	20180802	1:37:15 AM	gray bat	eastern red bat
LL1	20180802	1:38:00 AM	gray bat	eastern red bat
LL1	20180802	1:41:56 AM	gray bat	eastern red bat
LL1	20180802	1:44:03 AM	gray bat	eastern red bat
LL1	20180802	1:46:32 AM	gray bat	eastern red bat
LL1	20180802	1:49:42 AM	gray bat	eastern red bat
LL1	20180802	1:55:26 AM	gray bat	eastern red bat
LL1	20180802	3:31:06 AM	gray bat	eastern red bat
LL1	20180803	9:11:58 PM	gray bat	eastern red bat
LL1	20180803	9:12:14 PM	gray bat	eastern red bat
LL1	20180803	9:37:25 PM	gray bat	eastern red bat
LL1	20180803	9:58:11 PM	gray bat	eastern red bat
LL1	20180803	10:54:00 PM	gray bat	eastern red bat
LL1	20180803	2:02:49 AM	gray bat	eastern red bat
LL1	20180803	2:08:13 AM	gray bat	eastern red bat
LL1	20180803	2:10:54 AM	gray bat	eastern red bat
LL1	20180803	2:23:39 AM	gray bat	eastern red bat
LL1	20180803	2:25:46 AM	gray bat	eastern red bat
LL1	20180803	2:53:46 AM	gray bat	eastern red bat
LL1	20180803	3:28:38 AM	gray bat	eastern red bat
LL1	20180803	3:28:49 AM	gray bat	eastern red bat

Table 4. Qualitative review results of the 156 files identified as potential Indiana bat, northern long-eared bat, or gray bat sequences by Kaleidoscope Pro at the proposed Lincoln Land Wind Project.

Station	Night	Time	Kaleidoscope Pro ID	Qualitative ID
LL1	20180803	4:47:55 AM	gray bat	eastern red bat
LL1	20180804	8:34:08 PM	gray bat	eastern red bat
LL1	20180804	9:33:36 PM	gray bat	eastern red bat
LL1	20180804	9:43:24 PM	gray bat	eastern red bat
LL1	20180804	9:53:17 PM	gray bat	eastern red bat
LL1	20180804	11:02:09 PM	gray bat	eastern red bat
LL1	20180804	11:05:11 PM	Indiana bat	eastern red bat
LL1	20180804	12:04:39 AM	gray bat	eastern red bat
LL1	20180804	12:18:56 AM	gray bat	eastern red bat
LL1	20180804	12:56:59 AM	gray bat	eastern red bat
LL1	20180804	1:12:32 AM	gray bat	eastern red bat
LL1	20180804	1:14:46 AM	gray bat	eastern red bat
LL1	20180804	1:24:43 AM	gray bat	eastern red bat
LL1	20180804	1:25:08 AM	gray bat	eastern red bat
LL1	20180804	1:29:30 AM	gray bat	eastern red bat
LL1	20180804	1:32:58 AM	gray bat	eastern red bat
LL1	20180804	1:48:39 AM	gray bat	eastern red bat
LL1	20180804	1:49:55 AM	gray bat	eastern red bat
LL1	20180804	1:52:42 AM	gray bat	eastern red bat
LL1	20180804	1:53:20 AM	gray bat	eastern red bat
LL1	20180804	2:00:51 AM	gray bat	eastern red bat
LL1	20180804	2:01:28 AM	gray bat	eastern red bat
LL1	20180804	2:02:58 AM	gray bat	eastern red bat
LL1	20180804	2:03:11 AM	gray bat	eastern red bat
LL1	20180804	2:03:24 AM	gray bat	eastern red bat
LL1	20180804	2:04:05 AM	gray bat	eastern red bat
LL1	20180804	2:07:32 AM	gray bat	eastern red bat
LL1	20180804	2:13:53 AM	gray bat	eastern red bat
LL1	20180804	2:18:14 AM	gray bat	eastern red bat
LL1	20180804	2:24:33 AM	gray bat	eastern red bat
LL1	20180804	2:28:56 AM	gray bat	eastern red bat
LL1	20180804	2:31:02 AM	gray bat	eastern red bat
LL1	20180804	2:32:05 AM	gray bat	eastern red bat
LL1	20180804	2:34:13 AM	gray bat	eastern red bat
LL1	20180804	2:40:44 AM	gray bat	eastern red bat
LL1	20180804	2:46:00 AM	gray bat	eastern red bat
LL2	20180730	1:28:53 AM	gray bat	eastern red bat
LL2	20180730	1:29:08 AM	gray bat	eastern red bat
LL2	20180731	11:35:54 PM	gray bat	eastern red bat
LL2	20180731	11:50:06 PM	gray bat	eastern red bat
LL2	20180801	10:56:29 PM	Indiana bat	eastern red bat
LL2	20180801	10:59:29 PM	northern long-eared bat	eastern red bat
LL2	20180801	11:03:07 PM	gray bat	eastern red bat
LL2	20180801	5:11:26 AM	gray bat	eastern red bat
LL3	20180803	10:35:35 PM	gray bat	eastern red bat
LL3	20180803	11:04:42 PM	gray bat	eastern red bat
LL3	**20180803**	**12:09:07 AM**	**Indiana bat**	***Myotis* species**
LL3	20180803	1:11:00 AM	gray bat	high-frequency bat
LL3	20180803	3:47:52 AM	northern long-eared bat	high-frequency bat
LL3	20180804	10:16:04 PM	gray bat	eastern red bat
LL4	20180730	4:44:18 AM	gray bat	eastern red bat
LL4	20180731	9:34:23 PM	gray bat	eastern red bat

Table 4. Qualitative review results of the 156 files identified as potential Indiana bat, northern long-eared bat, or gray bat sequences by Kaleidoscope Pro at the proposed Lincoln Land Wind Project.

Station	Night	Time	Kaleidoscope Pro ID	Qualitative ID
LL5	20180805	10:45:51 PM	gray bat	eastern red bat
LL5	20180805	11:26:27 PM	gray bat	eastern red bat
LL5	20180805	11:28:00 PM	gray bat	eastern red bat
LL5	20180805	11:43:27 PM	gray bat	eastern red bat
LL5	20180805	12:49:34 AM	gray bat	eastern red bat
LL5	**20180805**	**1:52:37 AM**	**Indiana bat**	**Indiana bat**
LL5	20180805	1:58:47 AM	gray bat	high-frequency bat
LL5	20180805	2:01:55 AM	Indiana bat	high-frequency bat
LL5	20180805	2:02:41 AM	Indiana bat	high-frequency bat
LL5	20180805	2:03:25 AM	Indiana bat	high-frequency bat
LL5	20180805	2:03:53 AM	Indiana bat	high-frequency bat
LL5	20180805	2:04:19 AM	Indiana bat	high-frequency bat
LL5	20180805	2:06:10 AM	Indiana bat	high-frequency bat
LL5	20180805	2:06:31 AM	Indiana bat	high-frequency bat
LL5	**20180805**	**2:06:50 AM**	**Indiana bat**	**Indiana bat**
LL5	20180805	2:07:02 AM	Indiana bat	high-frequency bat
LL5	20180805	2:07:11 AM	Indiana bat	high-frequency bat
LL5	20180805	2:11:37 AM	Indiana bat	high-frequency bat
LL5	20180805	2:12:03 AM	Indiana bat	high-frequency bat
LL5	20180805	2:13:17 AM	Indiana bat	high-frequency bat
LL5	20180805	2:14:08 AM	Indiana bat	high-frequency bat
LL5	20180805	2:14:21 AM	Indiana bat	high-frequency bat
LL5	20180805	2:15:30 AM	Indiana bat	high-frequency bat
LL5	**20180805**	**2:16:17 AM**	**Indiana bat**	***Myotis* species**
LL5	**20180805**	**2:16:26 AM**	**Indiana bat**	**Indiana bat**
LL5	**20180805**	**2:16:53 AM**	**northern long-eared bat**	**Indiana bat**
LL5	20180805	2:17:51 AM	Indiana bat	high-frequency bat
LL5	20180805	2:44:21 AM	gray bat	eastern red bat
LL5	**20180805**	**2:45:37 AM**	**Indiana bat**	**Indiana bat**
LL5	20180805	2:46:20 AM	Indiana bat	high-frequency bat
LL5	20180805	2:46:50 AM	Indiana bat	high-frequency bat
LL5	20180805	2:48:00 AM	Indiana bat	high-frequency bat
LL5	**20180805**	**2:48:24 AM**	**Indiana bat**	**Indiana bat**
LL5	20180805	2:49:15 AM	Indiana bat	high-frequency bat
LL5	20180805	2:49:47 AM	Indiana bat	high-frequency bat
LL5	20180805	2:50:34 AM	Indiana bat	high-frequency bat
LL5	20180805	2:51:29 AM	Indiana bat	high-frequency bat
LL5	20180805	2:58:43 AM	Indiana bat	high-frequency bat
LL5	**20180805**	**2:59:30 AM**	**Indiana bat**	**Indiana bat**
LL5	20180805	3:00:09 AM	Indiana bat	high-frequency bat
LL5	**20180805**	**3:00:35 AM**	**Indiana bat**	**Indiana bat**
LL5	20180805	3:00:54 AM	Indiana bat	high-frequency bat
LL5	20180805	3:01:45 AM	Indiana bat	high-frequency bat
LL5	20180805	3:01:55 AM	Indiana bat	high-frequency bat
LL5	**20180805**	**3:02:14 AM**	**Indiana bat**	**Indiana bat**
LL5	20180805	3:03:22 AM	Indiana bat	high-frequency bat
LL5	**20180805**	**3:03:49 AM**	**Indiana bat**	**Indiana bat**
LL5	**20180805**	**3:04:02 AM**	**Indiana bat**	**Indiana bat**
LL5	**20180805**	**3:04:18 AM**	**Indiana bat**	**Indiana bat**
LL5	20180805	3:07:55 AM	Indiana bat	high-frequency bat
LL5	**20180805**	**3:08:18 AM**	**Indiana bat**	**Indiana bat**
LL5	**20180805**	**3:08:35 AM**	**Indiana bat**	**Indiana bat**

Table 4. Qualitative review results of the 156 files identified as potential Indiana bat, northern long-eared bat, or gray bat sequences by Kaleidoscope Pro at the proposed Lincoln Land Wind Project.

Station	Night	Time	Kaleidoscope Pro ID	Qualitative ID
LL5	20180805	3:26:57 AM	Indiana bat	high-frequency bat
LL5	20180805	3:27:38 AM	Indiana bat	high-frequency bat
LL5	20180805	3:28:15 AM	Indiana bat	high-frequency bat
LL5	20180805	3:54:51 AM	Indiana bat	high-frequency bat
LL5	20180805	3:55:48 AM	Indiana bat	high-frequency bat
LL5	**20180805**	**3:56:01 AM**	**Indiana bat**	**Indiana bat**
LL5	20180805	3:56:22 AM	Indiana bat	high-frequency bat
LL5	**20180805**	**3:56:42 AM**	**Indiana bat**	**Indiana bat**
LL5	20180805	4:03:07 AM	Indiana bat	high-frequency bat
LL5	20180805	4:07:04 AM	Indiana bat	eastern red bat
LL5	20180806	9:21:20 PM	gray bat	eastern red bat
LL5	20180806	12:02:00 AM	gray bat	eastern red bat
LL5	20180806	12:19:26 AM	gray bat	eastern red bat
LL5	20180806	2:13:11 AM	gray bat	eastern red bat
LL5	20180806	3:44:39 AM	gray bat	eastern red bat
LL5	**20180806**	**4:39:22 AM**	**Indiana bat**	**Indiana bat**
LL5	20180806	4:43:02 AM	Indiana bat	high-frequency bat
LL5	20180806	4:43:22 AM	Indiana bat	high-frequency bat
LL5	20180806	4:45:11 AM	Indiana bat	high-frequency bat
LL5	**20180806**	**4:45:38 AM**	**Indiana bat**	**Indiana bat**
LL5	20180806	4:48:02 AM	Indiana bat	high-frequency bat

ID = identification.

High-frequency bats are bats that produce acoustic calls greater than 30 kilohertz

CONCLUSIONS

Based on USFWS protocol, probable summer absence of INBA, NLEB and GRBA was confirmed at the Project site; however, supplemental acoustic surveys suggest that INBA likely utilize the suitable habitat located to the southwest of the Project. This area also had the highest level of bat activity observed in the study and likely warrants management consideration to ensure regulatory compliance during operation of the Project.

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APPENDICES REMOVED – POTENTIAL SENSITIVE SPECIES LOCATIONS

Raptor Nest Survey Report for the Proposed Lincoln Land Wind Project, IL

Richard Borthwick
Copperhead Environmental Consulting Inc.
471 Main St.
Paint Lick, KY 40461

25 June 2018

COPPERHEAD ENVIRONMENTAL CONSULTING, INC.
P.O. BOX 73 ■ 471 MAIN STREET ■ PAINT LICK, KENTUCKY 40461
(859) 925-9012 OFFICE (859) 925-9816 FAX

www.copperheadconsulting.com

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INTRODUCTION

Copperhead Environmental Consulting, Inc. (Copperhead) completed an aerial raptor nest survey for the proposed Lincoln Land Wind Project (Project) in Morgan County, Illinois. The purpose of the survey was to identify bald eagle (eagle) nests in or within 10 miles and other non-eagle raptor (raptors) nests in or within ½ mile of the Project (Figure 1). The survey was completed in accordance with the guidance provided in the U.S. Fish and Wildlife Service (USFWS) Eagle Conservation Plan Guidance (ECPG 2013) and USFWS recommendations.

PROJECT AREA

The predominant land cover/use types within the Project Area include cultivated crops (90.7%) and hay/pasture (2.6%), which offer limited nesting habitat for eagles and raptors. The remaining land cover/use types account for less than 7% of the Project area combined and include open water (0.1%) and forested landscapes (1.3%), which are habitats associated with nesting eagles and raptors (U.S. Geological Survey National Land Cover Database 2011, Homer et al. 2015). The most common cultivated cropland in Illinois in 2017 was corn and soybean (U.S. Department of Agriculture National Agricultural Statistics Service 2017).

METHODS

Copperhead completed an aerial survey on April 8, 2018, from a Cessna 172 aircraft carrying one pilot and one observer, both trained wildlife biologists with experience completing aerial raptor/eagle nest surveys. Aerial surveys focused on locating stick nest structures in suitable eagle and raptor nesting substrate (trees, transmission lines, etc.) within and around the Project (Figure 1). The survey within the Project area and ½-mile buffer documented all potential eagle and raptor nests while surveys out to 10 miles focused only on identifying potential eagle nests. To estimate available eagle nesting habitat, an assessment of land cover was completed within the Project using NLCD layers prior to the survey.

To ensure adequate coverage, the Project area, ½-mile buffer, and 10-mile buffer were flown with 1-mile to 1.5-mile-wide transects. High-quality habitat was surveyed with flight paths as narrow as 0.5 miles for all eagles and raptors. All observed nest locations were recorded using the on-board GPS tracking system. For each nest, the following data was collected whenever possible: species, occupancy, breeding activity, and number of young/eggs.

Per the ECPG, an eagle nest structure was considered occupied when any of the following were observed: (1) an adult eagle in an incubating position, (2) eggs, (3) nestlings or fledglings, (4) occurrence of a pair of adult eagles (or, sometimes subadults, *e.g.*, Steenhof *et al.* [1983]) at or near a nest through at least the time incubation normally occurs, (5) a newly constructed or refurbished stick nest in the area where territorial behavior of a raptor had been observed early in the breeding

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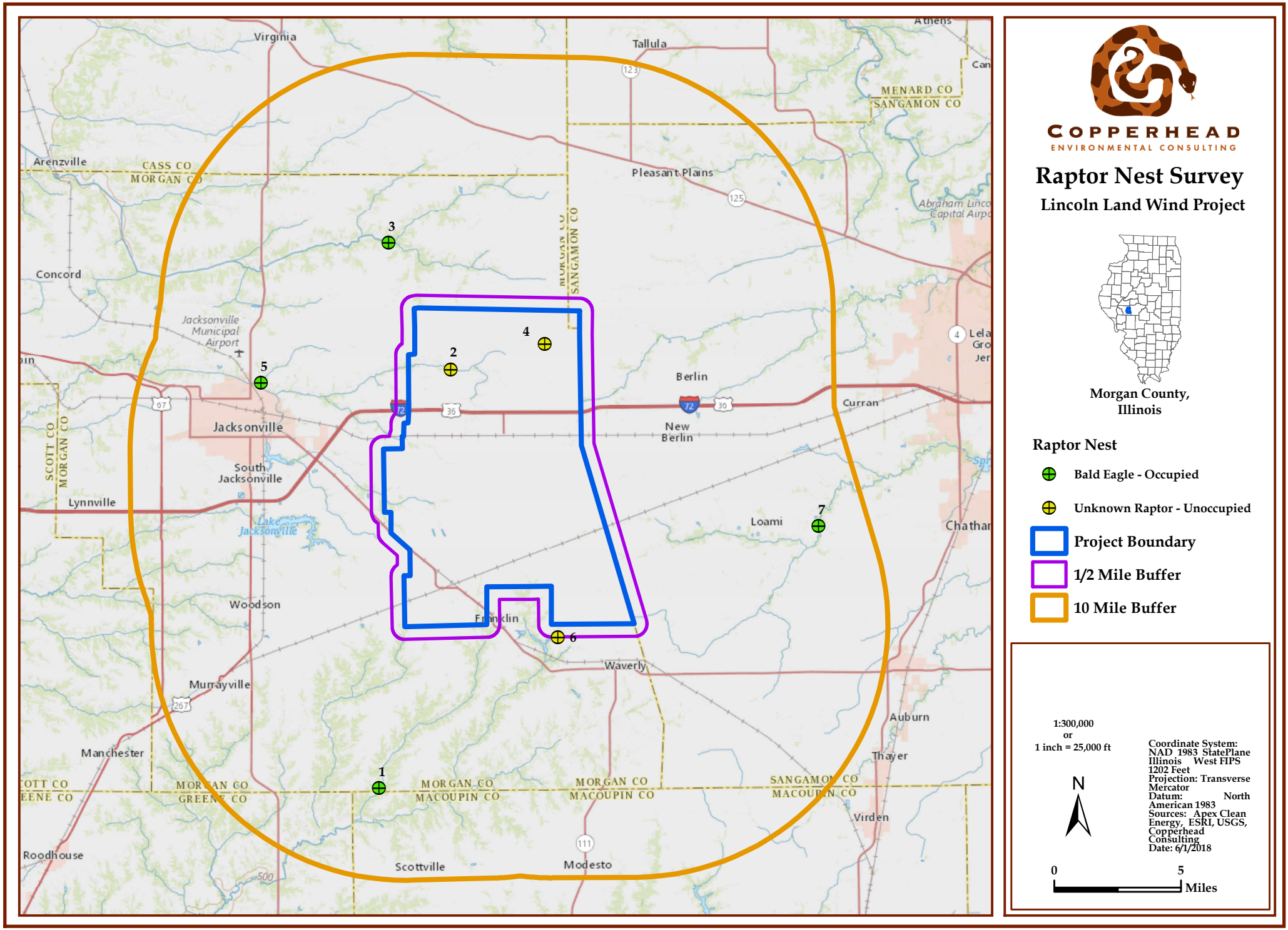

Figure 1. Eagle nest locations within 10 miles and raptor nest locations in and within 1/2 mile of the project area for the proposed Lincoln Land Wind Project, IL

season, or (6) "A recently repaired nest with fresh sticks (clean breaks) or fresh boughs on top, and/or droppings and/or molted feathers on its rim or underneath" (Postupalsky 1974).

For all occupied nests, Copperhead attempted to determine breeding activity by looking for eggs or young within the nest. As raptor nests are smaller and generally lower in the canopy than eagle nests, occupancy can be more difficult to confirm from the air. In these cases, occupancy is confirmed by the visual presence of an incubating adult.

RESULTS

Copperhead identified four eagle nests (Table 1, Figure 1), two which were occupied and active, and two that were occupied, but activity could not be confirmed. No eagle nests were located within the Project area or 1/2-mile buffer, with the nearest occupied eagle nest occurring 2.8 miles to the north of the Project area. Eagle nest photographs are provided in Appendix A.

Three unoccupied inactive non-eagle raptor nests were documented, two within the Project area and one within the ½-mile buffer (Table 1, Figure 1). No breeding adults, eggs, or young were observed in the raptor nests at the time of the survey.

Table 1. Raptor nest locations and occupancy status within 10 miles of the proposed Lincoln Land Wind Project.

Nest ID	Nest Type	Occupancy	Activity	Latitude	Longitude
1	Bald Eagle	Occupied	Unknown	39.522484	-90.134209
2	Unknown Raptor	Unoccupied	None	39.761839	-90.011367
3	Bald Eagle	Occupied	Active	39.834135	-90.127063
4	Unknown Raptor	Unoccupied	None	39.776087	-90.080927
5	Bald Eagle	Occupied	Unknown	39.75428	-90.221509
6	Unknown Raptor	Unoccupied	None	39.608674	-90.002025
7	Bald Eagle	Occupied	Active	39.670838	-89.810893

CONCLUSIONS

The occupied bald eagle nests, all located over 2.8 mi from the Project area, are not likely to be affected by the Project due their distance from the Project. Important eagle use areas or concentration sites as defined by the ECPG are not present in the Project area, which provides less suitable nesting habitat than is available in the surrounding area. The lack of important eagle use areas is supported by the proximity of nests to the Project and the Project mean inter-nest distances having minimal overlap.

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REFERENCES

Homer, C.G., Dewitz, J.A., Yang, L., Jin, S., Danielson, P., Xian, G., Coulston, J., Herold, N.D., Wickham, J.D., and Megown, K. (NLCD). 2015. Completion of the 2011 National Land Cover Database for the conterminous United States-Representing a decade of land cover change information. *Photogrammetric Engineering and Remote Sensing*, v. 81, no. 5, p. 345-354

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Appendix A

Eagle Nest Photographs

Photo 1. Bald eagle in incubation position in nest #1.

Photo 2. Bald eagle nest #3 in incubation position.

Photo 3. Bald eagle nest #5, circled to the photo left.

Photo 4. Bald eagle nest #7, eagle in incubation position.

2019 Raptor Nest Survey Report for the Proposed Lincoln Land Wind Project
Morgan County, Illinois

Richard Borthwick
Copperhead Environmental Consulting Inc.
471 Main St.
Paint Lick, KY 40461

7 June 2019

COPPERHEAD ENVIRONMENTAL CONSULTING, INC.
P.O. BOX 73 ■ 471 MAIN STREET ■ PAINT LICK, KENTUCKY 40461
(859) 925-9012 OFFICE (859) 925-9816 FAX

www.copperheadconsulting.com

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INTRODUCTION

Copperhead Environmental Consulting, Inc. (Copperhead) completed an aerial raptor nest survey for the proposed Lincoln Land Wind Project (Project) in Morgan County, Illinois (Figure 1) on March 20 and 21, 2019. This was the second survey of the Project and surrounding area; the first was completed on April 8, 2018. The purpose of these surveys was to document bald eagle (eagle) nests in or within 10 miles of the Project and other non-eagle raptor (raptor) nests in or within 0.5 miles of the Project. The survey was completed in accordance with the U.S. Fish and Wildlife Service (USFWS) Eagle Conservation Plan Guidance (ECPG 2013) and USFWS recommendations.

PROJECT AREA

The predominant land cover/use types within the Project include cultivated crops, developed/open space, and hay/pasture (98% cumulatively), which offer limited nesting habitat for eagles and raptors. The 10-mile buffer area has similar dominant land cover/use, but includes more deciduous forest (mostly located along nearby waterways) than the Project. Land cover/use types suitable for eagle and raptor nesting include open water and forested landscapes which account for approximately 2% of the Project and 11% of the 10-mile buffer area (Table 1; U.S. Geological Survey National Land Cover Database 2011, Homer et al. 2015). The most common cultivated cropland in Illinois in 2017 was corn *(Zea mays)* and soybean (*Glycine max*; U.S. Department of Agriculture National Agricultural Statistics Service 2017).

Table 1. Land use and land cover proportions within the proposed Lincoln Land Wind Project and 10-mile buffer.

Land Use/Land Cover Classification	Project (acres)	10-Mile Buffer* (acres)	Suitable Habitat
Barren Land	0	25	No
Cultivated Crops	57,606	426,152	No
Deciduous Forest	1,076	57,919	Yes
Developed/Open Space	3,511	39,525	No
Emergent Herbaceous Wetlands	0	41	No
Evergreen Forest	8	27	Yes
Hay/Pasture	2,140	32,909	No
Herbaceous	0	265	No
Open Water	35	1,515	Yes
Shrub/Scrub	0	20	No
Woody Wetlands	21	1,268	Yes

* Values within the 10-mile buffer exclude the Project.

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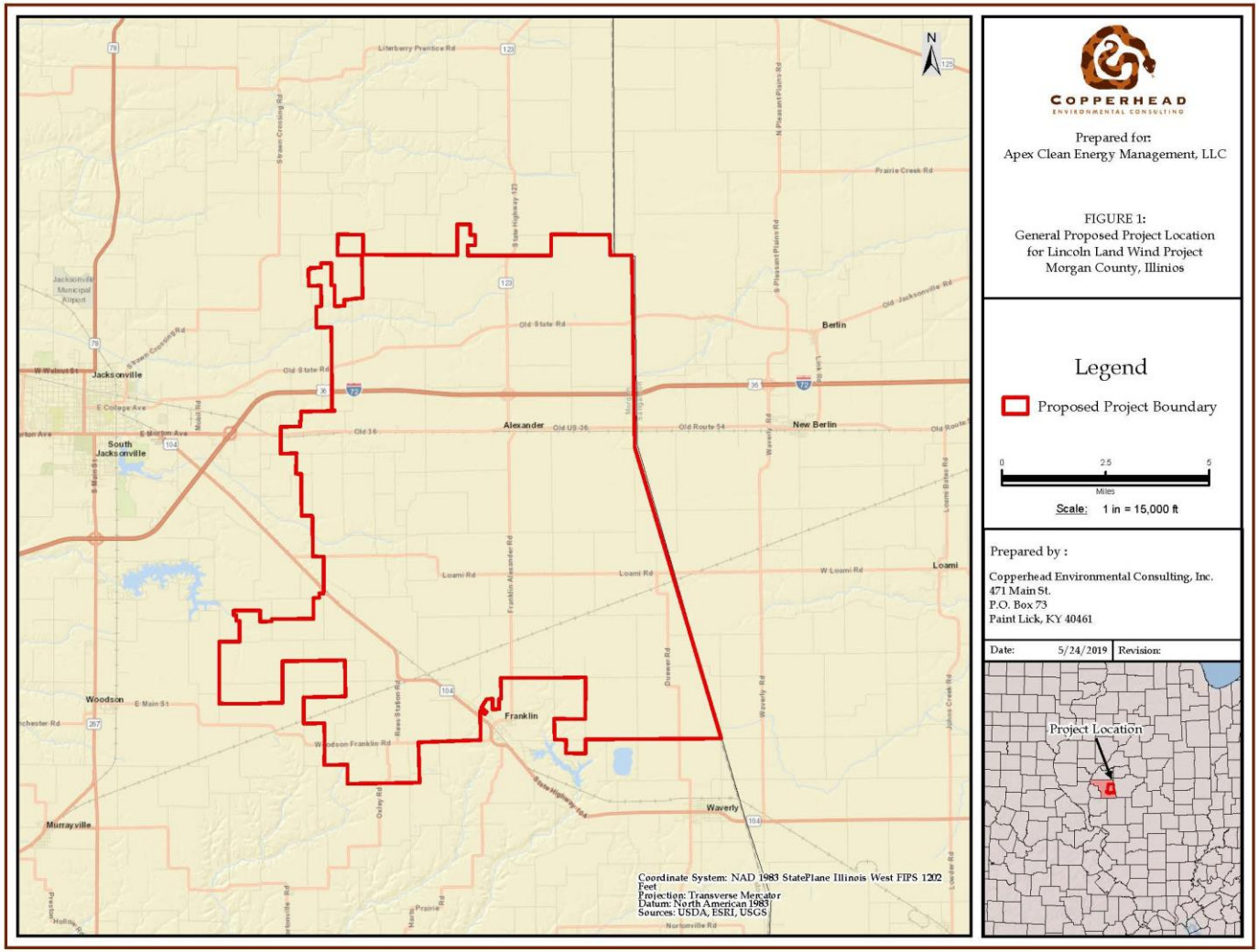

Figure 1. General Proposed Project Location for Lincoln Land Wind Project in Morgan County, Illinois.

METHODS

Copperhead completed the aerial nest survey on March 20 and 21, 2019, as a follow up to a survey completed on April 8, 2018. The survey was completed from a Cessna 172 aircraft carrying one pilot and one observer who is an experienced wildlife biologist. Nest searches within the Project and 0.5-mile buffer documented all eagle and raptor nests, while the survey out to 10 miles focused only on identifying potential eagle nests. The aerial survey focused on locating stick nest structures in suitable eagle and raptor nesting substrate (e.g., trees, transmission lines, etc.) within the Project and buffer areas. To estimate available eagle nesting habitat, an assessment of land cover was completed within the Project using NLCD layers prior to the survey.

To ensure adequate coverage, the Project, 0.5-mile buffer, and 10-mile buffer were flown with 1-mile to 1.5-mile-wide transects. High-quality habitat for all eagles and raptors was surveyed more intensively with flight paths <1 mile apart. All observed nest locations were recorded using mapping software on a laptop computer with built-in GPS. For each nest, the following data were collected whenever possible: species, occupancy, breeding activity, and number of young/eggs.

Per the ECPG, an eagle nest structure was considered occupied when any of the following were observed: (1) an adult eagle in an incubating position, (2) eggs, (3) nestlings or fledglings, (4) occurrence of a pair of adult eagles (or, sometimes subadults, e.g., Steenhof et al. [1983]) at or near a nest through at least the time incubation normally occurs, (5) a newly constructed or refurbished stick nest in the area where territorial behavior of a raptor had been observed early in the breeding season, or (6) "A recently repaired nest with fresh sticks (clean breaks) or fresh boughs on top, and/or droppings and/or molted feathers on its rim or underneath" (Postupalsky 1974). For all occupied nests, Copperhead attempted to determine breeding activity by looking for eggs or young within the nest or adults in an incubation position. As raptor nests are smaller and generally lower in the canopy than eagle nests, occupancy can be more difficult to confirm from the air. In these cases, occupancy was confirmed by the visual presence of an incubating adult.

RESULTS

Eagles

Five occupied and active eagle nests were recorded within the 10-mile buffer area. The eagle nests were widely spaced along waterways. Four of the nests had been identified during the 2018 survey and the fifth nest was new or previously undocumented.

Other Raptors

Three occupied unknown raptor nests were recorded inside the Project and one occupied unknown raptor nest was recorded within the 0.5-mile buffer area. Because their nests are smaller and lower in the canopy, many incubating hawk species look similar and their species cannot

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always be confirmed from the air. Alternately, activity may be confirmed by the presence of eggs or nestlings which are also not always clearly identifiable to species from the air.

Three of the four raptor nests were observed during the 2018 surveys; no avian presence was documented at that time and each nest was considered unoccupied.

The locations and occupancy/activity status of each nest are provided in Table 2 and Figure 2 and supported in Appendix A – Eagle Nest Photographs. No photo was collected for nest 6, a raptor nest.

Table 2. Eagle and raptor nest locations and 2019 occupancy status.

Nest ID	Nest Type	Occupancy	Activity	Distance to Project (mi)	Latitude	Longitude	Habitat
1*	Bald Eagle	Occupied	Active	5.48	39.522484	-90.134209	Forest
2*	Unknown Raptor	Occupied	Active	Inside	39.761839	-90.011367	Riparian
3*	Bald Eagle	Occupied	Active	2.88	39.834135	-90.127063	Riparian
4*	Unknown Raptor	Occupied	Active	Inside	39.776087	-90.080927	Windrow
5*	Bald Eagle	Occupied	Active	5.00	39.75428	-90.221509	Riparian
6*	Unknown Raptor	Occupied	Active	0.49	39.608674	-90.002025	Forest
7*	Bald Eagle	Occupied	Active	8.39	39.670838	-89.810893	Forest
8	Bald Eagle	Occupied	Active	2.47	39.693970	-90.185363	Agriculture
9	Unknown Raptor	Occupied	Inactive	Inside	39.763351	-90.104803	Windrow

*Nest was also located during 2018 aerial survey

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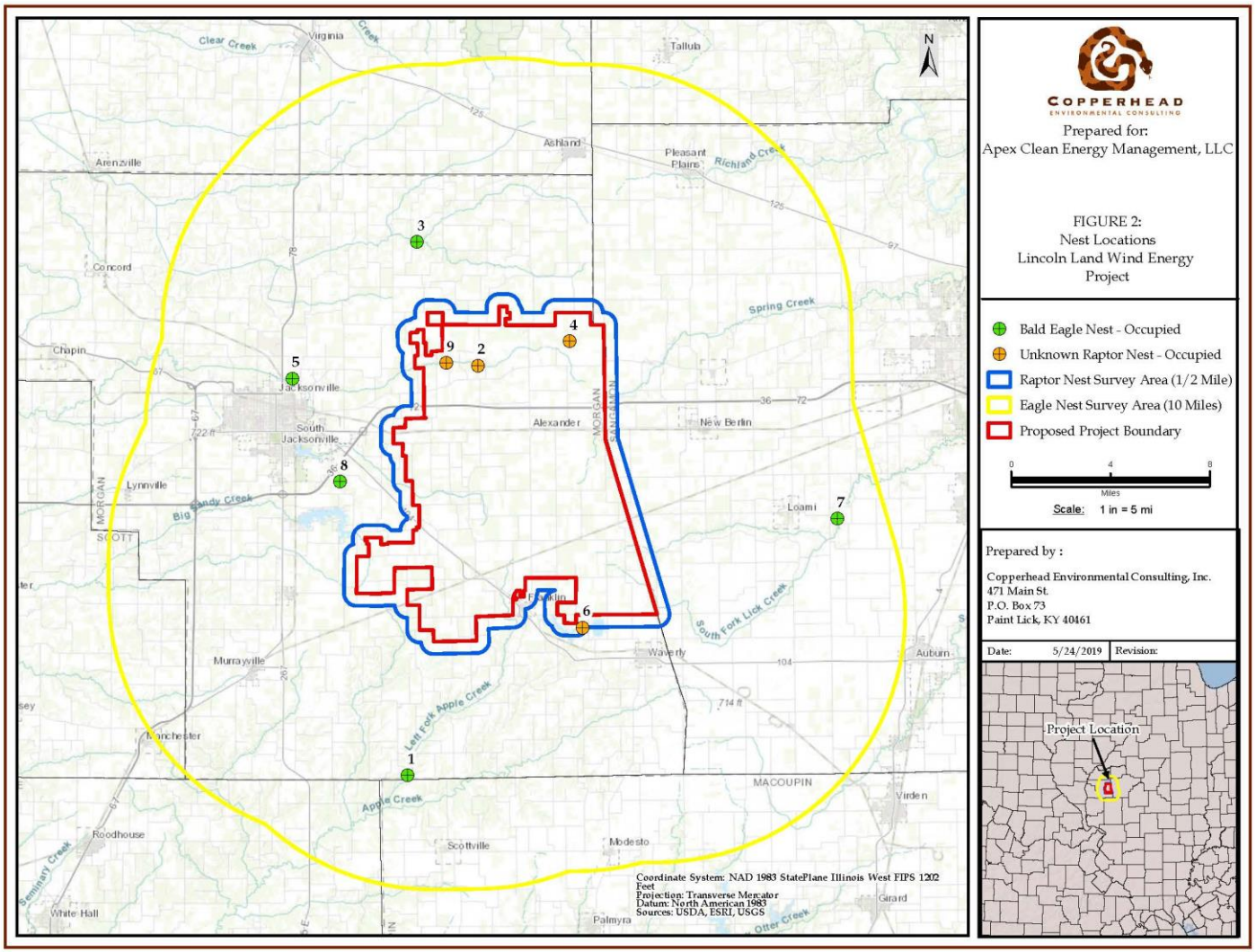

Figure 2. 2019 Nest Locations for the Proposed Lincoln Land Wind Project.

CONCLUSIONS

It is recommended that the three raptor nests within the Project be inspected with a follow-up ground survey should species-specific data be required. The occupied, active bald eagle nests outside the Project are all located over 2 miles from the Project and are not likely to be affected by construction of the Project.

REFERENCES

Homer, C.G., Dewitz, J.A., Yang, L., Jin, S., Danielson, P., Xian, G., Coulston, J., Herold, N.D., Wickham, J.D., and Megown, K. (NLCD). 2015. Completion of the 2011 National Land Cover Database for the conterminous United States-Representing a decade of land cover change information. *Photogrammetric Engineering and Remote Sensing*, v. 81, no. 5, p. 345-354

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Appendix A

2019 Eagle Nest Photographs

Photo 1. Aerial survey image of nest 1.

Photo 2. Aerial survey image of nest 2.

Photo 3. Aerial survey image of nest 3.

Photo 4. Aerial survey image of nest 4.

Photo 5. Aerial survey image of nest 5.

Photo 6. Aerial survey image of nest 7.

Photo 7. Aerial survey image of nest 8.

Photo 8. Aerial survey image of nest 9.

Appendix 11 – AIMA

AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Lincoln Land Wind, LLC
and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Wind Energy Facility
in
Morgan **County, Illinois**

The following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any agricultural land that is impacted by the Construction and Deconstruction of a wind energy facility in accordance with the Renewable Energy Facilities Agricultural Impact Mitigation Act (Act), Public Act 100-0598. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and wind energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA). This AIMA is made and entered into between the Commercial Wind Energy Facility Owner and the IDOA.

Lincoln Land Wind, LLC, an Delaware-based limited liability company authorized to transact business in Illinois, hereafter referred to as "Commercial Wind Energy Facility Owner or Facility Owner", plans to develop an approximately 303.6 MW Commercial Wind Energy Facility or "Facility" in Morgan County, which will consist of approximately 107 turbines, access roads, an underground collection line, a switchyard, a substation, and an operation and maintenance building site.

If construction does not commence within four years after this AIMA has been fully executed, this AIMA will be revised, with the Facility Owner's input, to reflect the IDOA's most current Wind Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, will be filed with the Morgan County Board by the Facility Owner.

This AIMA is applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The actions set forth in this AIMA shall be implemented in accordance with the conditions listed below:

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities.

B. Except for Section 21(B-F), all actions set forth in this AIMA are subject to modification through negotiation by Landowners and a representative of the Facility Owner, provided such changes are negotiated in advance of any respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the mitigative actions that Landowners wish to perform themselves. In such instances, the Facility Owner will offer Landowners the area commercial rate for their machinery and labor costs.

D. All mitigative actions will extend to associated future Construction, maintenance, repairs, and Deconstruction of the Commercial Wind Energy Facility.

E. The Facility Owner will exercise Best Efforts to determine all Landowners and Tenants affected by the Construction and Deconstruction of a Facility. The Facility Owner shall keep the Landowners and Tenants informed of the project's status, meetings, and other factors that may have an impact upon their farming operations.

F. The Facility Owner agrees to include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement that may be prepared in connection with the Project.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. A copy of this AIMA shall be mailed to each Landowner. Within 30 days of execution of this AIMA, the Facility Owner shall provide postage and mailing labels to the IDOA for mailing to all Landowners. If the Facility Owner becomes aware that a Landowner was not included on the list of Landowners to which a copy of this AIMA was mailed, the Facility Owner shall notify the Department and provide postage and a mailing label as soon as possible.

In the case of a new Underlying Agreement with a Landowner, the Facility Owner shall incorporate this AIMA into such Underlying Agreement.

H. The Facility Owner will implement all mitigative actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Project.

I. If any mitigative action(s) is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the mitigative actions shall be interpreted as if they did not contain the unenforceable provision.

J. No later than 45 days prior to the Construction and/or Deconstruction of a Commercial Wind Energy Facility, the Facility Owner will provide the Landowner(s) with a toll-free number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

K. If the Facility is sold or transferred, the Facility Owner assuming ownership of the facility shall provide notice of such sale or transfer within ninety (90) days to the County and to Landowners, and the existing Financial Assurance requirements, plus the other terms of this AIMA, shall apply to the new Facility Owner.

L. After construction, the Facility Owner will provide the IDOA with "as built" drawings (strip maps) showing the location of all tiles lines damaged in the construction of the Wind Farm. The drawings and GPS tile lines repair coordinates will be provided on a county-by-county basis for distribution by the IDOA to the respective local Soil and Water Conservation District (SWCD) for the purpose of assisting Landowners with future drainage needs.

M. In addition, after all construction is complete, all affected Landowners will receive a copy of the tile repairs location map with GPS coordinates identified as the electric cable crosses their property.

N. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

Definitions

Abandonment -	Occurs when Deconstruction has not been completed within 18 months after the wind energy facility reaches the end of its Useful Life.
Aboveground Cable -	Electrical power lines installed above grade to be utilized for conveyance of power from the Wind Turbine(s) to the Wind Facility substation.
Agricultural Impact Mitigation Agreement (AIMA) -	The Agreement between the Commercial Wind Energy Facility Owner and the Illinois Department of Agriculture described herein.
Agricultural Land -	Land used for Cropland, hayland, pasture land, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government set-aside programs used for purposes as set forth above.
Best Efforts -	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date -	The calendar date on which the Commercial Wind Energy Facility produces power for commercial sale, not including test power. Within ten (10) calendar days of the Commercial Operation Date, the Commercial Wind Energy Facility Owner shall notify the County and the Department of the Commercial Operation Date in writing.
Commercial Wind Energy Facility (Facility) -	A wind energy conversion facility of equal or greater than 500 kilowatts in total nameplate generating capacity. "Commercial Wind Energy Facility" includes a wind energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before the effective date of this Act. "Commercial Wind Energy Facility" does not include a wind energy conversion facility: (1) that has submitted a complete permit application to a county or municipality and for which the hearing on the completed application has commenced on the date provided in the public hearing notice, which must be before the effective date of this Act; (2) for which a permit to construct has been issued before the effective date of this Act; or (3) that was constructed before the effective date of this Act.
Commercial Wind Energy Facility Owner (Facility Owner) -	A commercial enterprise that owns or operates a Wind Energy Facility of equal to or greater than 500 kilowatts in total nameplate capacity.
County -	The County where the Commercial Wind Energy Facility is located.

Construction - The installation, preparation for installation and/or repair of a Commercial Wind Energy Facility.

Cropland - Land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland, but is currently in a government set-aside program and pastureland comprised of Prime Farmland.

Deconstruction - The removal of a Commercial Wind Energy Facility from the property of a Landowner and the restoration of that property as provided in the Agricultural Impact Mitigation Agreement. The terms "Deconstruction" and "Decommissioning" have the same meaning and, therefore, may be interchanged with each other.

Deconstruction Plan - A plan prepared by a Professional Engineer, at the Commercial Wind Energy Facility Owner expense, that includes:

(1) the estimated Deconstruction cost per turbine, in current dollars at the time of filing, for the Commercial Wind Energy Facility, taking into account, among other things:

- i the number of Wind Turbines and related Commercial Wind Energy Facilities involved,
- ii the original Construction costs of the Commercial Wind Energy Facilities,
- iii the size and capacity of the Wind Turbines,
- iv the salvage value of the Commercial Wind Energy Facilities,
- v the Construction method and techniques for the Wind Turbines and other Commercial Wind Energy Facilities, and

(2) a comprehensive detailed description of how the Commercial Wind Energy Facility Owner plans to pay for the Deconstruction of the Commercial Wind Energy Facility.

Department - The Illinois Department of Agriculture (IDOA).

Financial Assurance - A reclamation bond or other commercially available financial assurance that is acceptable to the County, with the County as primary beneficiary and the Landowners as secondary beneficiaries.

Landowner - Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.

Prime Farmland - Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as being "prime" soils (generally considered the most productive soils with the least input of nutrients and management).

Professional Engineer -	An engineer licensed to practice engineering in the State of Illinois, and who is determined to be qualified to perform the work described herein by mutual agreement of the County and the Commercial Wind Energy Facility Owner.
Soil and Water Conservation District - (SWCD)	A local unit of government that provides technical and financial assistance to eligible landowners for the conservation of soil and water resources.
Tenant -	Any person lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil -	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement -	The written agreement with a Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Commercial Wind Energy Facility on the property of the Landowner.
Underground Cable -	Electrical power lines installed below grade to be utilized for conveyance of power from the Wind Turbine(s) to the Wind Facility substation.
USDA Natural Resources Conservation Service (NRCS) -	NRCS provides America's farmers with financial and technical assistance to voluntarily put conservation on the ground, not only helping the environment but agricultural operations too.
Useful Life -	A Commercial Wind Energy Facility will be presumed to have no remaining Useful Life if: (1) no electricity is generated for a continuous period of twelve (12) months and (2) the Commercial Wind Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with the Underlying Agreement.
Wind Turbine -	A wind energy conversion unit equal to or greater than 500 kilowatts in total nameplate generating capacity.

Construction and Deconstruction Requirements

1. Support Structures

A. On Agricultural Land, only single pole support structures will be used for overland transmission not located adjacent to the Commercial Wind Energy Facility substation.

B. Where the electric line is adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures will be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.

C. The highest priority will be given to locating the electric line parallel and adjacent to highway and/or railroad right-of-way. When this is not possible, Best Efforts will be expended to place all support poles in such a manner so as to minimize their placement on Cropland (i.e., longer than normal spans will be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for Facilities shall be selected in a manner so as to be as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains the facilities. The Facility Owner's compliance with applicable local, county, state, and federal statutes, rules, regulations, and ordinances, and its securing any variations or waivers to such statutes, rules, regulations, and ordinances in accordance with applicable law, in selecting such locations shall constitute compliance with this provision.

3. Guy Wires and Anchors

A. Best Efforts will be made to place guy wires and their anchors out of cropland, pastureland and hayland, placing them instead along existing utilization lines and on land not used for row crops, pasture or hay. Where this is not feasible, Best Efforts will be made to minimize guy wire impact on Cropland.

B. All guy wires will be shielded with highly visible guards.

4. Underground Cabling Depth

A. Underground electrical cables will be buried with:

1. a minimum of 5 feet of top cover where it crosses Cropland.
2. a minimum of 5 feet of top cover where it crosses pasture land or other Agricultural Land comprised of soils that are classified by the USDA as being prime soils.
3. a minimum of 3 feet of top cover where it crosses pasture land and other Agricultural Land not comprised of prime soils.
4. a minimum of 3 feet of top cover where it crosses wooded/brushy land.

B. Notwithstanding the foregoing, in those areas where (i) rock in its natural formation and/or (ii) a continuous strata of gravel exceeding 200 feet in length are encountered, the minimum top cover will be 30 inches.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts will be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts will be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Item No. 7.A. through 7.D for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Items No. 8.A. through 8.D. for procedures pertaining to the alleviation of compaction of the topsoil.

F. Best Efforts will be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour (with an allowance for settling) will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance will the topsoil materials be used for any other purpose unless agreed to otherwise by the Landowner.

G. Excess subsoil material resulting from wind turbine foundation excavation shall be removed from Landowner's property, unless otherwise agreed to by Landowner.

H. Topsoil stripping or separation is not required for the excavation of narrow trenches, those 24 inches wide or less.

6. Repair of Damaged Tile Lines

If underground drainage tile is damaged by Construction or Deconstruction, it will be repaired in a manner that assures the tile line's proper operation at the point of repair. The following shall apply to the tile line repair:

A. The Facility Owner will work with the Landowner to identify the tile lines traversing the property included within the Underlying Agreement which will be crossed or disturbed by the construction of the Facility. All tile lines identified in this manner will be shown on the Construction and Deconstruction Plans and staked or flagged in the locations where expected crossing or disturbance is anticipated prior to Construction or Deconstruction to alert Construction and Deconstruction crews to the possible need for tile line repairs.

B. Tile lines that are damaged, cut, or removed shall be staked or flagged with stakes or flags placed in such a manner they will remain visible until the permanent repairs are completed. In addition, the location of damaged drain tile lines will be recorded using Global Positioning Systems (GPS) technology.

C. If water is flowing through any damaged tile line, the Facility Owner shall utilize Best Efforts to immediately and temporarily repair the tile line until such time that the Facility Owner can make permanent repairs. If the tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made by the Facility Owner within 14 days (weather and soil conditions permitting) of the time damage occurred; however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials or animals into the tile lines.

D. Where tile lines are severed by an excavation trench, repairs shall be made using the IDOA Drain Tile Repairs, Figures 1 and 2.

If there is any dispute between the Landowner and the Facility Owner on the method of permanent tile line repair, the appropriate Soil and Water Conservation District's opinion shall be considered by the Facility Owner and the Landowner.

E. To the extent practicable, there will be a minimum of one foot of separation between the tile line and the Underground Cable whether the Underground Cable passes over or under the tile line. If the tile line was damaged as part of the excavation for installation of the Underground Cable, the Underground Cable will be installed with a minimum one foot clearance below or over the tile line to be repaired or otherwise to the extent practicable.

F. The original tile line alignment and gradient shall be maintained. A laser transit shall be used to ensure the proper gradient is maintained. A laser operated tiling machine shall be used to install or replace tiling segments of 100 linear feet or more.

G. During Construction stage, all permanent tile line repairs must be made within fourteen (14) days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner.

H. Following Construction and/or Deconstruction activities, the Facility Owner will utilize best practices to restore the drainage in the area to the condition it was before the commencement of the Construction/Deconstruction activities. If the Facility Owner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may – but is not required to – implement the recommendations of the appropriate County SWCD and such implementation would resolve the dispute.

I. Following completion of the work, the Facility Owner will be responsible for correcting or paying for the correction of all tile line repairs that fail due to Construction and/or Deconstruction, provided any such failure was identified by Landowner within twenty-four (24) months after Construction or Deconstruction. The Facility Owner will not be responsible for tile line repairs that the Facility Owner pays the Landowner to perform. Facility Owner shall use Best Efforts to utilize a local drain tile repair company.

7. Rock Removal

The following rock removal procedures only pertain to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged on Landowner property as a result of Construction and/or Deconstruction.

A. Before replacing any Topsoil, Best Efforts will be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which were brought to the site as a result of Construction and/or Deconstruction.

B. As topsoil is replaced, all rocks greater than 3 inches in any dimension will be removed from the topsoil which emerged at the site as a result of Construction and/or Deconstruction activities.

C. If trenching, blasting, or boring operations are required through rocky terrain, precautions will be taken to minimize the potential for oversized rocks to become interspersed with adjacent soil material.

D. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, will be hauled off the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Compaction and Rutting

A. Unless the Landowner opts to do the restoration work, after the topsoil has been replaced, all areas that were traversed by vehicles and Construction and/or Deconstruction equipment will be ripped at least 18 inches deep, and all pasture and woodland will be ripped at least 12 inches deep to the extent practicable. The existence of tile lines or underground utilities may necessitate less depth. The disturbed area will then be disked. Decompaction shall be conducted according to the guidelines provided in Appendices A and B.

B. To the extent practicable, all ripping and disking will be done at a time when the soil is dry enough for normal tillage operations to occur on land adjacent to the right-of-way.

C. The Facility Owner will restore all rutted land to a condition as close as possible to its original condition.

D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on farmland where normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. Wet weather conditions are to be determined on a field by field basis and not for the project as a whole.

A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which results in a mixing of subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated Tenant.

10. Land Leveling

A. Following the completion of Construction and/or Deconstruction of a Commercial Wind Energy Facility, the Facility Owner will utilize Best Efforts to restore the disturbed area to its original pre-construction elevation and contour should uneven settling occur or surface drainage problems develop as a result of said activity.

B. If, within twenty-four (24) months after Construction or Deconstruction, uneven settling occurs or surface drainage problems develop as a result of the Construction or Deconstruction of a Facility, the Facility Owner will provide such land leveling services within 45 days of a Landowner's written notice, weather and soil conditions permitting.

C. If there is any dispute between the Landowner and the Facility Owner as to what areas need additional land leveling beyond that which is done at the time of Construction, the Facility Owner may – but is not required to – implement the recommendations of the appropriate SWCD and such implementation will resolve the dispute.

11. Prevention of Soil Erosion

A. The Facility Owner will work with Landowners to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Commercial Wind Energy Facility. Consultation with the local SWCD by the Facility Owner will take place to determine the appropriate methods to be implemented to control erosion. This is not a requirement, however, if the land is bare Cropland that the Landowner intends to leave bare until the next crop is planted.

B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's right-of-way, the Facility Owner may – but is not required to – implement the recommendations of the appropriate SWCD and such implementation will resolve the dispute.

12. Repair of Damaged Soil Conservation Practices

Consultation with the local SWCD by the Facility Owner will be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of a Commercial Wind Energy Facility. Those conservation practices will be restored to their preconstruction condition as close as reasonably practicable in accordance with USDA Natural Resources Conservation Service technical standards. All repair costs shall be borne by the Facility Owner.

13. Damages to Private Property

The Facility Owner will reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Cropland will be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

14. Clearing of Trees and Brush

A. If trees are to be removed for the Construction or Deconstruction of a Commercial Wind Energy Facility, the Facility Owner will consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

B. If there are trees of commercial or other value to the Landowner, the Facility Owner will allow the Landowner the right to retain ownership of the trees to be removed with the disposition of the removed trees to be negotiated prior to the commencement of land clearing.

C. Unless otherwise restricted by federal, state or local regulations, the Facility Owner will follow the Landowner's desires regarding the removal and disposal of trees, brush, and stumps of no value to the Landowner by burning, burial, etc., or complete removal from any affected property.

15. Interference with Irrigation Systems

A. If the Construction or Deconstruction of a Commercial Wind Energy Facility interrupts an operational (or soon to be operational) spray irrigation system, the Facility Owner will establish with the Landowner an acceptable amount of time the irrigation system may be out of service.

B. If, as a result of Construction or Deconstruction of a Facility, an irrigation system interruption results in crop damages, the Landowner will be compensated for all such crop damages per the applicable Underlying Agreement.

C. If it is feasible and mutually acceptable to the Facility Owner and the Landowner, temporary measures will be implemented to allow an irrigation system to continue to operate across land on which a Facility is also being Constructed or Deconstructed.

16. Access Roads

A. To the extent practicable, access roads will be designed to not impede surface drainage and will be built to minimize soil erosion on or near the access roads.

B. Access roads may be left intact through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations after the Useful Life.

C. If the access roads are removed, Best Efforts will be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping will be done consistent with Items 8.A. through 8.D.

17. Weed Control

A. The Facility Owner will provide for weed control in a manner that prevents the spread of weeds onto agricultural land affected by Construction or Deconstruction. Spraying will be done by a pesticide applicator that is appropriately licensed for doing such work in the State of Illinois.

B. The Facility Owner will be responsible for reimbursing all reasonable costs incurred by owners of agricultural land affected by Construction or Deconstruction where it has been determined that weeds have spread from land impacted by the Facility. Reimbursement is contingent upon written notice to the Facility Owner and failure to respond within forty-five (45) days after notice is received.

18. Pumping of Water from Open Excavations

A. In the event it becomes necessary to pump water from open excavations, the Facility Owner will pump the water in a manner that will avoid damaging agricultural land affected by Construction or Deconstruction. Such damages include, but are not limited to: inundation of crops for more than 24 hours, deposition of sediment in ditches and other water courses, and the deposition of subsoil sediment and gravel in fields and pastures.

B. If it is impossible to avoid water-related damages as described in Item 18.A. above, the Facility Owner will compensate the Landowner for damages to crops as prescribed in the applicable Underlying Agreement.

C. All pumping of water shall comply with existing drainage laws, local ordinances relating to such activities and any other applicable laws, specifically including the Clean Water Act.

19. Advance Notice of Access to Private Property

A. The Facility Owner will provide the Landowner or Tenant with a minimum of 48 hours prior notice before accessing his/her property for the purpose of Construction or Deconstruction of a Commercial Wind Energy Facility.

B. Prior notice shall consist of either: (i) a personal contact, telephone contact or email contact, whereby the Landowner or tenant is informed of the Facility Owner's intent to access the land; or (ii) the Facility Owner mails or hand delivers to the Landowner or tenant's home a dated, written notice of the Facility Owner's intent. Such written or hand delivered notice shall include a toll-free number at which agents of the Facility Owner can be reached. The Landowner or tenant need not acknowledge receipt of the written notice before the Facility Owner can enter the Landowner's property.

20. Indemnification

The Commercial Wind Energy Facility Owner will indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of Construction and/or Deconstruction, including damage to such Commercial Wind Energy Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns. In such circumstances, the Landowners, and the Landowners' heirs, successors, legal representatives, and assigns will indemnify the Facility Owner, its heirs, successors, legal representatives, and assigns from and against said claims, injuries, suits, damages, costs, losses, and reasonable expenses including but not limited to attorneys' fees and costs.

21. Deconstruction of Commercial Wind Energy Facilities and Financial Assurance

A. Deconstruction of a Facility shall include the removal/disposition of the following equipment/facilities utilized for operation of the Facility and located on Landowner property:

1. Wind Turbine towers and blades;

2. Wind Turbine generators;
3. Wind Turbine foundations (to depth of 5 feet);
4. Transformers;
5. Collection/interconnection substation (components, cable, and steel foundations), provided, however, that electrical collection cables at a depth of 5 feet or greater may be left in place;
6. Overhead collection system;
7. Operations/maintenance buildings, spare parts buildings and substation/ switching gear buildings unless otherwise agreed to by the Landowner;
8. Access Road(s) (unless Landowner requests in writing that the access road is to remain);
9. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
10. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Commercial Wind Energy Facility within eighteen (18) months after the end of the Useful Life of the Facility.

C. During the County permit process, the Facility Owner shall file with the County, a Deconstruction Plan. A second Deconstruction Plan shall be filed with the County on or before the end of the tenth year of the Commercial Operation Date.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Commercial Wind Energy Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan provided during the county permit process.

2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan provided during the county permit process.

3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan provided during the tenth year of the Commercial Operation Date.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction in the Deconstruction Plan if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

E. The County may – but is not required to – reevaluate the estimated costs of Deconstruction of any Commercial Wind Energy Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date which reevaluation must be performed by an independent third party Professional Engineer licensed in the State of Illinois. The County shall provide the Facility Owner with a copy of any reevaluation report. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased coverages described in Section 21 D. required from the Facility Owner. The Facility Owner shall be responsible for the cost of any reevaluation by a third party Professional Engineer.

F. Upon Abandonment, the County may take all appropriate actions for Deconstruction, including drawing upon the Financial Assurance. In the event the County declines to take any action for Deconstruction, the Landowners may draw upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Lincoln Land Wind, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the construction of the wind farm project in Morgan County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

By , Director

By John Teefey, General Counsel

801 E. Sangamon Avenue, 62702
State Fairgrounds, POB 19281
Springfield IL 62794-9281

2/4, 2020 ~~2018~~

Lincoln Land Wind, **LLC**
a Delware **limited liability company**, by Apex GCL, LLC its sole member, by Apex Clean Energy Holdings, LLC its sole member

By Ken Young, Chief Operating Officer

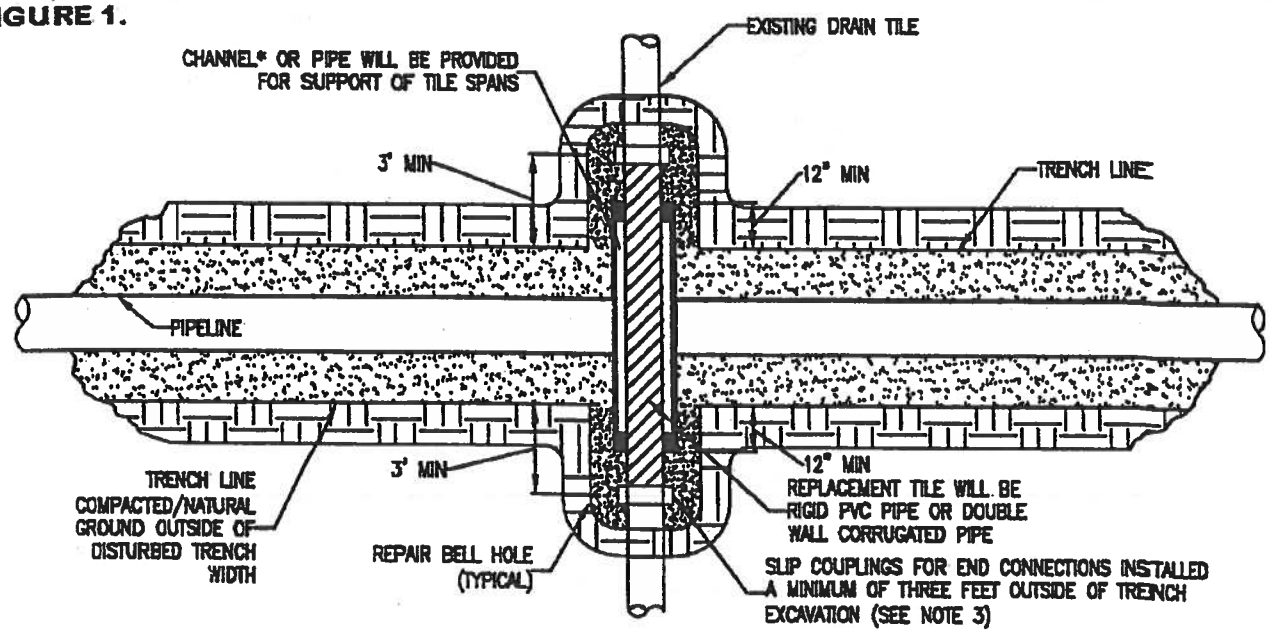
310 4th Street NE, Suite 300
Charlottesville, VA 22902

January 29, 2020

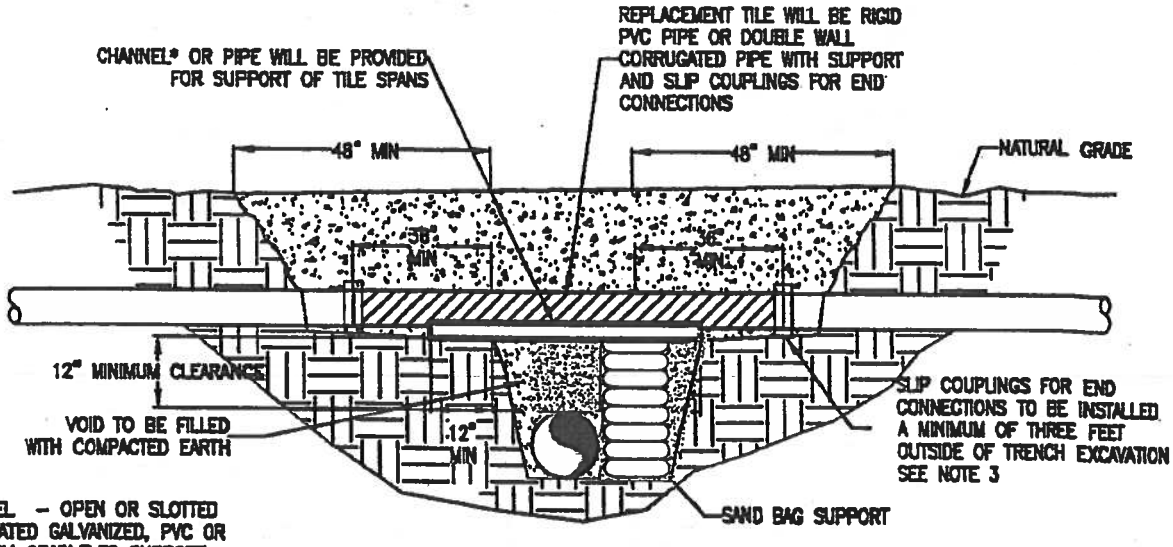
~~, 2018~~

Wind Farm AIMA template - 81818

FIGURE 1.



PLAN
N.T.S.



*CHANNEL – OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

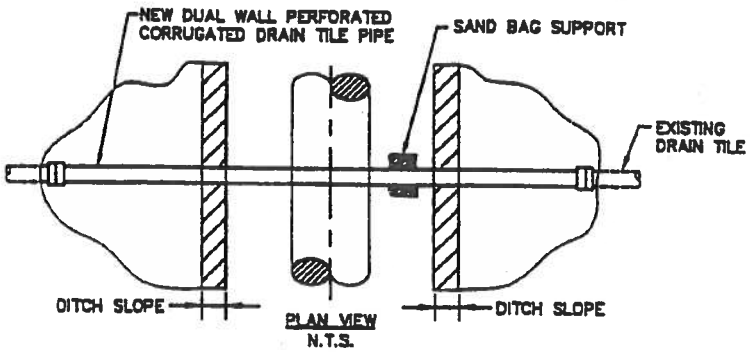
CROSS SECTION
N.T.S.

NOTE:

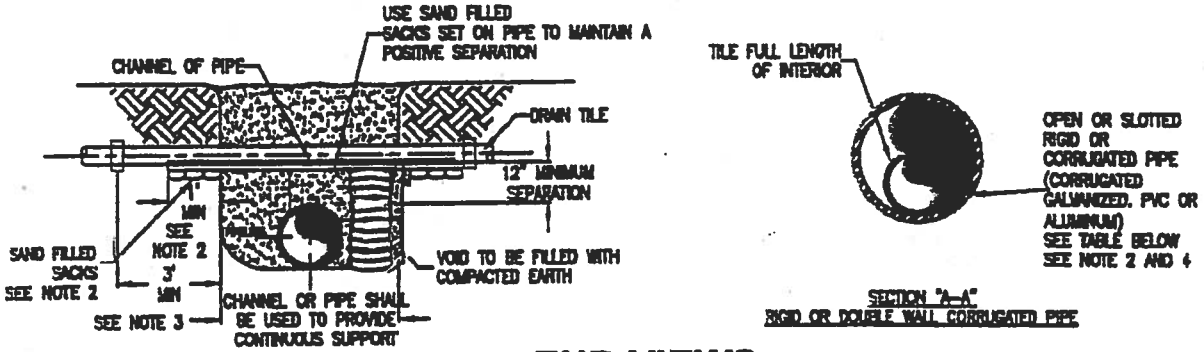
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW



END VIEWS

MINIMUM SUPPORT TABLE				
TILE SIZE	CHANNEL SIZE		PIPE SIZE	
3"	4" @ 5.4	#/ft	4"	STD. WT.
4"-5"	5" @ 6.7	#/ft	6"	STD. WT.
8"-9"	7" @ 9.8	#/ft	9"-10"	STD. WT.
10"	10" @ 15.3	#/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.

2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).

3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.

4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.

5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.

6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.

7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

Appendix A.

Guidelines for Conducting Proper and Successful Decompaction

1. Decompaction is required when all three conditions apply.
   A. the area has been trafficked or traversed by vehicles or construction equipment, and
   B. the soil penetrometer readings are 300 psi or greater, and
   C. The soil strength (psi) in the right-of-way area is greater than that of the non-trafficked area.

2. An Environmental and/or Agricultural Inspector (AI), with experience and training in the proper identification of compacted soil and operation methods of deep decompaction tools is required to observe the daily operation of the ripper/subsoiler to ensure the conditions are appropriate for decompaction efforts and that the proper equipment is utilized and that equipment is set-up and operated correctly.

3. To achieve the most effective shatter of the compacted soil the following guidelines have been established:
   A. Conduct ripping when the soil is dry. Follow the "Soil Plasticity Test Procedures" detailed in Appendix B to determine if soil conditions are adequately dry to conduct decompaction efforts.
   B. Deep ripping shall be conducted using a ripper or subsoiling tool with a shank length of no less than 18 inches and a shank spacing of approximately the same measurement as the shank length.
   C. Use a ripper with a knife length of no less than 2 inches more than the desired depth of decompaction.
   D. To best promote revegetation and restore crop production, a total depth of 30 or more inches of soil (topsoil plus subsoil) is required.
   E. The minimum depths of decompaction stated above in 3.D. are required where possible. A safe distance from sub-surface structures (tile drains, pipelines, buried utilities, bedrock, etc.) must be maintained at all times. Where such structures exist, a lesser depth of decompaction will be required to prevent damage to equipment and the structures as well as to maintain a safe work environment. The allowable decompaction depth in these instances will be determined on a site by site basis.
   F. When the knives are in the soil to the desired depth, the tongue of the ripper should be parallel to the surface of the ground.
   G. Select a tractor that has enough horsepower to pull the ripper at a speed of 1.5 to 2 mph and whose footprint is of equal or lesser width than the ripper. Tracked equipment is preferred and typically required to achieve this criteria.
   H. The ripper shanks should not create ruts, channels, or mixing of the sub-soil with topsoil. A speed of 1.5 to 2 mph is recommended to minimize the risk of rutting and soil mixing. The ideal operating speed can vary with soil characteristics, tractor and ripping tool used. An excessive travel speed will often increase mixing of soil horizons.
   I. When the equipment is set up and operated correctly, the ripper should create a wave across the surface of the ground as it lifts and drops the soil.

J. Make one ripping pass through the compacted area. Using a penetrometer, the AI will measure the PSI between the ripped knife tracks to determine if the single ripping pass was successful. Additional passes should only be used where needed as they may reduce the effectiveness of the ripping by recompacting the soil shattered in the previous pass.

K. If the first pass does not successfully decompact the soil, additional passes will be needed. Should multiple passes of the ripper be needed to achieve decompaction between the knives tracks of the ripping tool, the subsequent passes should be positioned so the knife tracks from the previous pass are split by the second pass. If three or more passes have been made and sufficient decompaction has not yet been achieved the AI may choose to halt further decompaction efforts in that area until conditions improve or better methods are determined.

L. Following ripping, all stone and rock three or more inches in size which has been lifted to the surface shall be collected and removed from agricultural areas.

M. After ripping has been conducted, do not allow unnecessary traffic on the ripped area.

N. In agricultural lands and croplands that will not be replanted to vegetation by the Company, recommend to landowners to plant a cover crop (cereal rye, clover, alfalfa, tillage radish, turnips, etc.) following decompaction. Reduced compaction created by the ripper pass will not remain over time without subsequent root penetration. Root penetration into the shattered soil is necessary to establish permanent stabilized channels to conduct air and water into the soil profile. Two good sources for landowner cover crop education are http://www.mccc.msu.edu/CCinfo/cropbycrop.html and http://mcccdev.anr.msu.edu/. For local expertise, consult with your county's Soil and Water Conservation District /USDA Natural Resource Conservation Service (NRCS) office for cover crop selection and compliance with NRCS planting deadlines.

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Appendix B.

Soil Plasticity Test Procedures

The Agricultural Inspector will test the consistency of the surface soil to a depth of approximately 4 to 8 inches using the Field Plasticity Test procedure developed from the *Annual Book of ASTM Standards, Plastic Limit of Soils* (ASTM D-4318).

1. Pull a soil plug from the area to be tilled, moved, or trafficked to a depth of 4-8 inches.

2. Roll a portion of the sample between the palms of the hands to form a wire with a diameter of one-eighth inch.

3. The soil consistency is:

   A. Tillable (able to be worked) if the soil wire breaks into segments not exceeding 3/8 of an inch in length.

   B. Plastic (not tillable) if the segments are longer than 3/8 of an inch before breaking.

4. This Procedure is to be used to aid in determining when soil conditions are dry enough for construction activities to proceed.

5. Once the soil consistency has been determined to be of adequate dryness, the plasticity test is not required again until the next precipitation event.

121614

Appendix 12 – Evaluation of Public Roads Report

Preliminary Evaluation of Public Roads
Lincoln Land Wind Project
Morgan County, Illinois

Prepared for
Apex Clean Energy, Inc.
Charlottesville, Virginia

June 2019

Revision B

Preliminary Evaluation of Public Roads
Lincoln Land Wind Project
Morgan County, Illinois

Prepared for
Apex Clean Energy, Inc.
Charlottesville, Virginia

June 2019

Revision B

4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
952.832.2600
www.barr.com

Preliminary Evaluation of Public Roads
Lincoln Land Wind Project
Morgan County, Illinois
June 2019

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Certifications

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Illinois.

6/5/19

Jon D Ausdemore, PE
PE #: 062.067438
Exp: 11/30/2019
Firm License #: 184003666

Date

LICENSED PROFESSIONAL ENGINEER
JON D AUSDEMORE
062-067438
STATE OF ILLINOIS

1.0 Introduction

Barr Engineering Co. (Barr), under authorization and contract with Apex Clean Energy, Inc. (Apex), has completed a preliminary capacity evaluation for the proposed construction delivery routes for the Lincoln Land Wind Project in Morgan County, Illinois. The project consists of a total of 107 wind turbine generators (WTG). The proposed road layout and turbine array (v31) was provided to Barr by Apex via e-mail on January 17, 2019 prior to the beginning of the investigation (Fraser, 2019).

Barr performed a preliminary capacity analysis on the public roads affected by estimated traffic associated with the project. The analysis was performed to establish the current structural capacity of the roads, to determine if the existing roads can support estimated construction traffic associated with the project, or if the existing roads require modifications (assumed to be an overlay).

This report describes the results of the field investigation and laboratory testing performed in support of the capacity evaluation of unpaved and paved roads at the project site. The following sections provide description of site geology, previous investigations related to the existing road capacity, construction traffic volume and load estimation, and road capacity analyses of unpaved (gravel) and paved roads (asphalt and composite).

The analysis described herein for the public roadways was performed based on limited field and laboratory data and Barr's experience with similar projects. This report shall be considered preliminary, therefore, additional testing and analysis are necessary for final rehabilitation recommendations. The intent of this preliminary capacity analysis was to provide Apex with an indication of the estimated current capacity of the public roads, and to determine if additional structural capacity is required at the site to accommodate anticipated construction traffic.

1.1 Site Location

The Lincoln Land Wind Project is located in eastern Morgan County, east of the city of Jacksonville, as shown on Figure 1. The project site and proposed wind turbine locations at the time of this report are shown on Figure 2. The coordinates of the road borings locations are included in Appendix A.

1.2 Site Geology

1.2.1 Physiographic Information

The proposed wind project site is located in the Central Lowland or Interior Plains physiographic region of the central United States (Fenneman and Johnson, 1946). Specifically, the project site is located in the Springfield Plain region of Illinois. The landscape consists of gently rolling hills which were carved and leveled by glaciers during the last Ice Age.

1.2.2 Geologic History

The area of Illinois was beneath shallow tropical seas from about 325 to 540 million years ago. During these conditions, sedimentary rock sequences formed. The dominant rock types during this period were

limestone/dolomites and sandstones of the Cambrian, Ordovician, Silurian, Devonian, and Mississippian Periods. Tectonically, roughly the center of Illinois is subsiding, creating a bowl-shaped basin, which continues to fill with sediment.

At about 325 million years ago, the landscape has changed to a swampy delta of the Pennsylvanian Period. Muddy rivers flowed across the delta depositing sediments that would become shales and mudstones. Through time, the forests in the swamps were buried and compacted to become the minable coal of Illinois. During the Pennsylvanian Period, the rock layers in Illinois faulted and folded, bringing the rock layers to the surface.

During the glacial periods, older glaciers (Kansan, Nebraskan, and Illinoisan) covered much of the state. The final glacial episode, the Wisconsinan, only covered the northeastern third of the site (which does not include the project area). In the areas where the Wisconsinan glaciers did not cover, a blanket of loess (wind-blown silts) of varying thickness was deposited on the underlying older glacial till or bedrock.

1.2.3 Surficial Geology

The Quaternary geology at the site generally can be observed in the following order by age: alluvium and terrace deposits, loess, and glacial till and outwash deposits (IGS, 2018).

The site is mapped as having 2.5 to 5.5 meters of loess over the project area (Kohfield and Muhs, 2001). The USDA Soil Survey indicates that the site is covered by silty clay loam, silt loam, and clay loam type soils. The USCS Classifications of the soils at the site are typically mapped as ML (silt) and MH (elastic silt), with lesser areas of CL (lean clay) (NRCS, 2018). However, it is anticipated from experience that most of the soil types encountered at the site will consist of lean clay (CL) with areas of sandy alluvial soils associated with stream courses.

1.2.4 Bedrock Geology

The bedrock at the site is mapped primarily as the Shelburn-Patoka Formation, with a small area mapped as Carbondale Formation in the far northeast corner of the project area (Kolata, 2005). The Carbondale and Shelburn and Pakota Formations are primarily shale with sandstone, limestone, and coal interbeds.

Depth to bedrock is mapped at on the order of 25 to 50 feet below existing grades.

Karst features are typically observed in the northwest corner and western/southern edge of Illinois. There is karst potential mapped at the far western edge of Morgan County, but not in proximity to the site.

1.2.5 Groundwater/Flooding

The project area consists of loess over older glacial soils and/or bedrock. It is anticipated that the loess soils will allow for infiltration of the groundwater until a restrictive layer is reached. That restrictive layer may be an older or more clayey zone of loess, or the underlying clayey glacial till or bedrock. Most of the area is mapped as three feet or less to a seasonal groundwater table. However, typically more variation is observed in water levels across the site.

Review of FEMA flood mapping indicates that the only areas listed with potential flooding at the site are located in the major site drainage ways and not over the majority of the site area (FEMA, 2018).

1.3 Previous Investigations

Barr provided a geotechnical desktop study of the project site for Apex in April of 2018 (Barr, 2018a). Barr performed a preliminary phase geotechnical investigation for the project site, including wind turbines and other associated electrical infrastructure, and submitted a report to Apex in October of 2018 (Barr, 2018b). As part of the preliminary geotechnical investigation, Barr performed 40 geotechnical borings along the existing public roadways (Appendix C), these borings are used in this road assessment.

1.4 Roadway Nomenclature

In this report (including all tables, figures, and appendices), investigation locations are identified using the public road names as indicated on Figure 3.

2.0 Investigation Methods

The investigation and evaluation consisted of complementing the existing geotechnical investigation with additional geotechnical borings, pavement coring, standard penetration tests (SPT), split-spoon soil sampling, bulk soil sampling, and laboratory testing. This information was used to evaluate the capacity of the existing public roads along the proposed delivery routes. The site investigation was conducted in February of 2018. Laboratory testing was completed in February of 2018 (Appendix B). Figure 4 shows the extents of the investigated areas.

2.1 Field Investigations

The following sections discuss the field work performed at the project site.

2.1.1 Road Borings

A total of 35 road borings were selected by Barr to complement the existing set of geotechnical borings (Figure 4). The criteria used for the selection of the borings was to obtain at least one boring per road to be evaluated. On roads where the delivery route extended over three miles, additional borings were selected (e.g. Old Route 36) to verify the continuity of the road section. Borings along the existing public roadways were extended to a target depth of approximately 5 feet. These borings were performed in alternating traffic lanes to estimate pavement and base course thickness. The geographic coordinates of the boring locations are provided on the boring logs in Appendix A.

Soil borings were performed by GEOCON Professional Services of Frankfort, Illinois, under subcontract to Barr. The borings were advanced using augers. Measurements were made of the pavement and/or aggregate base thickness.

As requested by Apex and the County, 18 locations were cored to minimize damage to the roads. Barr field staff measured the pavement cores and visually inspected the cores for signs of structural distress during field investigation. The remaining locations were investigated using auger techniques and intact cores were not obtained.

Soil sampling and classification was performed continuously below the pavement layers to a depth of 5 feet. The split spoon sampling and standard penetration testing was performed in accordance with ASTM D1586. The samples were sealed in the field in order to preserve the in-situ moisture content.

The soil samples were transported to Soil Engineering Testing Inc. (SET) in Bloomington, Minnesota, for laboratory testing. The geotechnical boring logs are provided in Appendix A.

2.1.2 Bulk Sample Collection

A total of five bulk samples were collected from the boreholes for laboratory testing. The criteria used for the selection of the bulk sample locations was to obtain spatially representative samples to characterize the site. The bulk samples were collected from a depth of about 1 to 3 feet (below the pavement

materials) and placed in sealed 5-gallon buckets to preserve the in-situ moisture content. The samples were delivered to SET for laboratory testing.

2.2 Laboratory Testing

The following tests were performed by SET:

- Moisture content testing in accordance with ASTM D2216, "Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass"
- Standard Proctor density determination in accordance with ASTM D698, "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))"
- California Bearing Ratio tests in accordance with ASTM D1883, "Standard Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils"

The laboratory testing results are provided in Appendix B.

3.0 Public Roads Capacity Study

This section focuses on determining the estimated load capacity of the existing public unpaved (gravel) and paved (asphalt and composite) roads. This section includes recommendations regarding structural improvements (i.e., overlay) required to accommodate anticipated construction traffic.

3.1 Existing Public Road Sections

Subsurface conditions were determined by road borings from the geotechnical investigation. The completed boring logs are located in Appendix A. For completeness, the boring logs from the preliminary geotechnical investigation are included in Appendix C (Barr, 2018b).

Based on the results of the geotechnical borings performed along the anticipated delivery route, the existing public roads generally consisted of paved and gravel roadways. Paved roads generally consisted of asphalt and/or a thin layer of chipseal. The total pavement thickness ranged from approximately 1.25 to 15 inches thick, with a typical range of 4 to 6 inches. The aggregate base thickness was measured to range from 2 to 9 inches in thickness, with a typical range of about 4 to 6 inches. An aggregate base layer was not observed at several locations.

Borings RD17, RD22, RD28, RD34, RD35, RD65, and RD75 along the existing public roads were identified as gravel roads, with a surficial aggregate base that ranged from 2 to 7-inches thick. The subgrade was generally observed to consist of lean clay soil.

Figure A shows the three main types of road sections observed at the site, and Table A shows the measurements obtained from the field investigation.

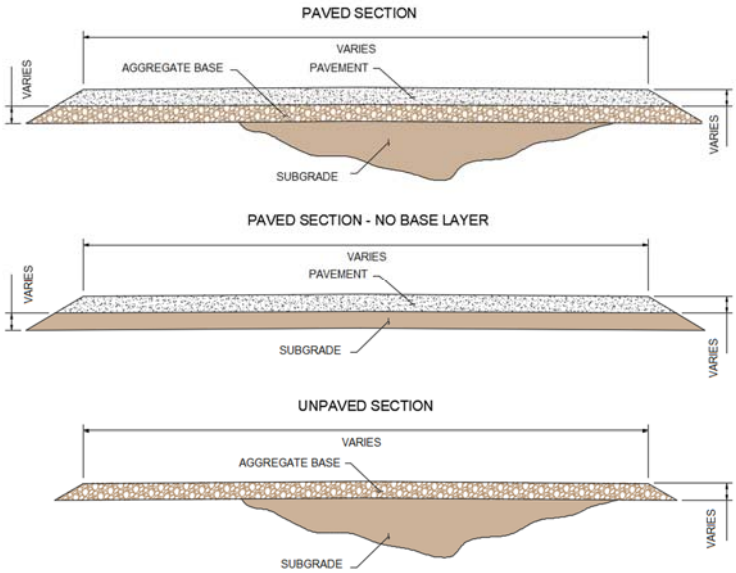

Figure A - Typical Road Sections

Table A - Existing Road Section Measurements

Boring ID	Road	Asphalt Thickness (inches)	Chipseal Thickness (inches)	Concrete Thickness (inches)	Aggregate Thickness (inches)
RD03	Harris Road	-	3.0	-	3.0
RD04	County Highway 123	15.0	-	-	8.0
RD05	Old State Road	8.0	-	-	6.0
RD06	Old State Road	8.0	-	-	8.0
RD07	Old State Road	8.0	-	-	6.0
RD08	County Highway 123	4.0	-	10.0	-
RD10	Sangamon Morgan County Line Road	-	3.5	-	4.0
RD11	Sangamon Morgan County Line Road	-	4.0	-	3.0
RD12	Contrary Lane	-	3.5	-	3.5
RD14	Bergschneider Road	4.0	-	-	4.0
RD15	Orleans Road	4.0	-	-	4.0
RD17	Witty Road	-	-	-	2.0
RD19	Loami Road	7.0	-	-	5.0
RD20	Anderson Road	8.0	-	-	-
RD22	Hermes Road	-	-	-	7.0
RD23	Hermes Road	-	3.5	-	3.5
RD24	Loami Road	-	3.0	-	5.0
RD26	Loami Road	4.0	-	-	5.0
RD27	Union Baptist Road	7.0	-	-	-
RD28	Barrows Road	-	-	-	4.0
RD29	Kenny Road	4.0	-	-	-
RD30	Franklin Alexander Road	13.0	-	-	-
RD31	Dodsworth Road	3.5	3.5	-	-
RD34	Burnett Road	-	-	-	5.0
RD36	Bills Road	6.0	-	-	-
RD37	Woodson Franklin Road	10.0	-	-	-
RD38	Rees Station Road	8.5	-	-	7.0
RD39	Woodson Franklin Road	13.0	-	-	0.5
RD41	Contrary Lane	7.0	-	-	-
RD42	York Road	-	2.0	-	2.0
RD43	Twyford Road	-	3.0	-	2.0
RD44	Bluegrass Road	5.5	-	-	-
RD45	Green Farm Road	4.0	-	-	3.0
RD46	Robin Road	-	3.0	-	5.0
RD47	Cockin Road	-	3.0	-	-
RD48	Orleans Road	-	3.5	-	3.0
RD49	Orleans Road	4.3	-	-	-
RD50	County Highway 123	7.5	-	6.8	-
RD51	Old Route 36	8.5	-	-	5.0
RD52	Old Route 36	6.5	-	-	4.0
RD53	Old Route 36	7.0	-	-	7.0

Boring ID	Road	Asphalt Thickness (inches)	Chipseal Thickness (inches)	Concrete Thickness (inches)	Aggregate Thickness (inches)
RD54	Boston Road	-	2.5	-	-
RD55	McQueen Lane	-	3.8	-	-
RD56	McQueen Lane	-	3.0	-	-
RD57	McCarty Road	-	4.0	-	-
RD58	Loami Road	8.3	-	-	-
RD59	Orleans Road	4.0	-	-	-
RD60	Pisgah Road	4.8	-	-	9.0
RD61	Lukeman Road	-	1.3	-	4.0
RD62	Contrary Lane	4.5	-	-	-
RD63	Kenny Road	-	1.5	-	2.5
RD64	Wood Road	-	3.0	-	-
RD65	Cully Road	-	-	-	3.0
RD66	Flinn Road	5.0	-	-	-
RD67	Duewer Road	-	2.0	-	7.0
RD68	Yording Road	4.0	-	-	-
RD69	Colwell Road	5.5	-	-	2.0
RD70	Duewer Road	-	3.0	-	5.0
RD71	Rees Station Road	5.5	-	-	-
RD72	McNeely Road	6.5	-	-	-
RD73	Darley Road	4.0	-	-	-
RD74	Ranson Road	-	1.8	-	-
RD75	N Durbin Lane	-	-	-	3.0
RD76	Oxley Road	-	1.8	-	5.0

SPT *N* values ranged from 5 to 38 blows per foot, with a typical range of about 8 to 15 blows per foot. Hand penetrometer test results indicated that the unconfined compressive strength ranged from 0.5 to 4.5 tons per square foot (tsf), with most measurements ranging between 1.0 to 3.0 tsf. In general, the hand penetrometer measurement on the shallower sample was higher than the measured for the deeper samples, indicating that either some amount of compaction during construction or compaction from traffic has stiffened the material. This trend was noted for the recent and preliminary field investigation, which were performed during a different time of the year. These values are not directly used in the capacity analysis, however, they support the field observations and laboratory testing.

At boring locations RD08 and RD50, an asphalt layer was observed overlying a concrete section (i.e., AC/PCC composite pavement).

At boring RD04 (Barr, 2018b), a buried pavement layer was observed at a depth of approximately 3.5 feet below the existing roadway.

3.2 California Bearing Ratio Testing

Five spatially representative samples were collected from the subgrade below the pavement section from the project site (Figure 5). The CBR tests were performed per the recommendations of ASTM D1883. The samples were tested in the soaked condition at approximately 95% of maximum dry density and optimum moisture content. Apex also requested performing CBR testing using in-situ moisture content condition in the unsoaked condition. The results of laboratory California Bearing Ratio (CBR) testing indicated that the CBR values under a surcharge of 50 pounds per square foot (psf), and corrected for 0.1 inches of penetration, ranged from approximately 3.9 to 8.3 percent at optimum moisture content. Under in-situ moisture conditions, the CBR values ranged from approximately 3.0 to 9.9 percent.

Table B – California Bearing Ratio Results

Boring ID	Road	CBR % (Optimum)	CBR % (In-Situ)
RD44	Bluegrass Road	4.1	9.9
RD52	Old Route 36	8.3	3.1
RD59	Loami Road	4.0	**4.2***
RD68	Yording Road	**3.9***	3.0
RD69	Colwell Road	4.8	4.2

***Selected values for analysis**

The in-situ moisture content of the material was observed to be generally higher than the optimum moisture content as measured according to the standard Proctor test. In general the in-situ CBR test results did not show a substantial increase in subgrade strength, except for the CBR at RD44, where soil type was different in comparison to the other materials tested.

Upon review of Proctor and CBR testing results of representative samples of the site, CBR design values of 3.9% and 4.2% were selected for the capacity analysis for the optimum and in-situ moisture contents, respectively. This values were used for back-calculation of the resilient modulus (M_r) of the subgrade.

For conservatism, the CBR value selected for the optimum moisture condition corresponds to the lowest measured value. The CBR value for the in-situ condition was selected as the value that occurs most often in the data set (mode). It could be expected that road sections that are near capacity would potentially require an overlay if the in-situ CBR was measured to be closer to the low boundary (i.e. 3.0%). Conversely, road sections with an in-situ CBR closer to the upper boundary (i.e. 9.9%) may not require an overlay.

Given the substantial reduction of CBR values for Old Route 36, the scenario with a CBR of 3.1% was also evaluated to fully discard the need of an overlay using the CBR value of the in-situ condition. Note that the standard of practice for pavement design is to use CBR values with the optimum moisture under a soaked condition, as it typically represents the worst condition for the subgrade strength and stiffness.

Figure B shows a schematic representation of the impacts that moisture content has on the dry density of the soil. It can observed that as the moisture content moves away from the peak of the curve, the density

of the material is reduced. This has a direct effect on the CBR results, and consequently the structural number for a given road.

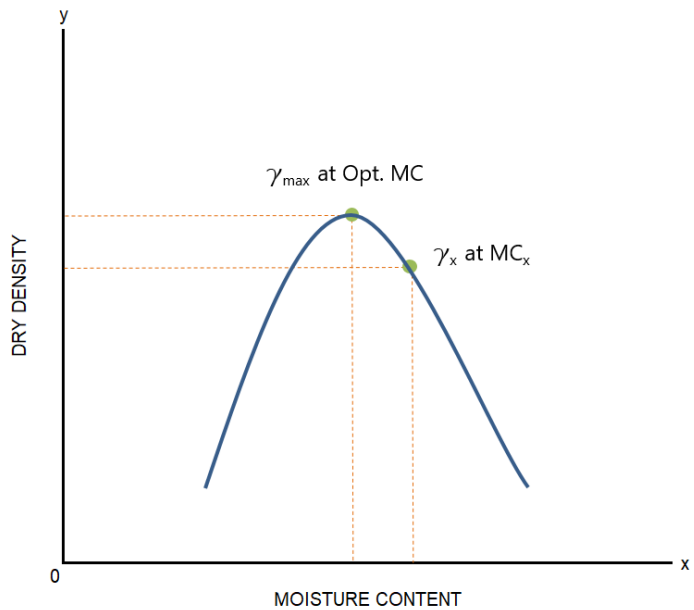

Figure B – Moisture-Density Relationship Curve

The soil types tested consisted of lean clay, fat clay, and clayey sand based on visual observations, but specific laboratory index testing to classify the soil was not performed. Only one sample was classified as sand, which confirms the results of the borings, indicating that the majority of the subgrade is comprised of clayey soil.

3.3 Preliminary Structural Capacity of Roads

This section focuses on determining the estimated load capacity of the existing roads and if required pre-construction rehabilitation needed to accommodate anticipated construction traffic. Each road section analyzed was assigned a unique identifier which are shown in Figure 6. It is important to note that this preliminary analysis is based on limited discrete testing. Final rehabilitation assessment should be made based on continuous testing such as the falling weight deflectometer (FWD) test.

3.3.1 Existing pavement structure

The existing layer thicknesses for road capacity analysis were determined based on road borings and interpretation from field observations (refer to Section 3.1). Gravel thickness for unpaved roads, asphalt/concrete thickness and base thickness for (see Table A) paved roads were estimated from road borings provided in Appendix A and Appendix C.

3.3.2 Subsurface Conditions

Subsurface conditions were determined by borings and cores completed during the site investigation. Based on field testing and observations. The subgrade generally consists of clayey soil, with very isolated areas of sandy soil. The boring logs are located in Appendix A and Appendix C.

3.3.3 Traffic Assumptions (ESAL Determination)

Anticipated delivery routes were developed based on information provided by Apex, and Barr's understanding of the project. Truck counts (traffic volume) were then estimated based on these anticipated construction routes. Appendix D includes the summary of the traffic count determination and Appendix E includes estimation of ESALs from the traffic count and assumed construction and delivery truck types. The following assumptions were used for the estimation of the truck counts:

- Turbine components will be delivered directly to each turbine location. Components will be delivered to the northern portion of the site (approximately two thirds of the total turbines) via Interstate 72 and heading north or south on County Highway 123/State Highway 123. Components will be delivered to the southern portion of the site (approximately one third of the total turbines) via Interstate 72, heading west on Old Route 36, and heading southeast on Illinois 104. See Figure 7 for a representation of this route.

- Concrete will be delivered directly to each turbine location. Concrete will be delivered to the northern portion of the site (approximately two thirds of the total turbines) via Interstate 72 and heading north or south on County Highway 123/State Highway 123. Concrete will be delivered to the southern portion of the site (approximately one third of the total turbines) via Interstate 72, heading west on Old Route 36, and heading southeast on Illinois 104. Concrete for turbines T12, T15, T16, and T18 will be delivered via Interstate 72 and heading east on Old Route 36. See Figure 8 for a representation of this route.

- Structural steel will be delivered directly to each turbine location. Steel will be delivered to the northern portion of the site (approximately two thirds of the total turbines) via Interstate 72 and heading north or south on County Highway 123/State Highway 123. Steel will be delivered to the southern portion of the site (approximately one third of the total turbines) via Interstate 72, heading west on Old Route 36, and heading southeast on Illinois 104. See Figure 9 for a representation of this route.

- Aggregate will be delivered to the northern portion of the site (approximately two thirds of the total turbines) via Interstate 72 and heading north or south on County Highway 123/State Highway 123. Aggregate will be delivered to the southern portion of the site (approximately one third of the total turbines) via Interstate 72, heading west on Old Route 36, and heading southeast on Illinois 104. See Figure 10 for a representation of this route.

- Water will be delivered to the northern portion of the site (approximately two thirds of the total turbines) via Interstate 72 and heading north or south on County Highway 123/State Highway 123. Water will be delivered to the southern portion of the site (approximately one third of the

total turbines) via Interstate 72, heading west on Old Route 36, and heading southeast on Illinois 104. See Figure 11 for a representation of this route.

- Crane parts for the northern portion of the site will be delivered to T14 and picked up from T95 via Interstate 72 heading north on County Highway 123. Crane parts for the southern portion of the site will be delivered to T96 via Interstate 72 and heading south on State Highway 123 and picked up from T47 via Interstate 72, heading west on Old Route 36, and heading southeast on Illinois 104.

Traffic volume and loading for the roadways analyzed were estimated based on typical construction processes, and Barr's previous experience with similar wind farm projects.

The following are the main assumptions used for estimation of traffic volume and loading:

- For design purposes, truck traffic was converted to loading which is normalized by the concept of an equivalent single axle load (ESAL).
- No local traffic was accounted for in the capacity analysis, only wind farm construction traffic.
- Based on Barr's previous experience with gravel roads, an average axle load of 18.25 kips was assumed.
- Truck axle configurations (for construction and delivery vehicles) were assumed based on turbine manufacturer guidelines and Barr's previous experience on similar projects.

The ESALs used for the capacity analysis can be found in Appendix E.

3.4 Gravel and Asphalt Roads

Gravel and asphalt road analysis was performed following the Giroud-Han method (Giroud and Han, 2004) and the guidelines in the *AASHTO Guide for Design of Pavement Structure* method (Huang, 2004), respectively. Details and equations for these two methods are presented in Appendix F.

3.4.1 Assumptions

In addition to the assumptions listed in the traffic volume and loading analysis section, the following assumptions were made for the capacity analysis of public roads:

- The initial serviceability after construction of pavement structure (p_0), or overlay of an existing pavement section, is assumed to be 4.2. The terminal serviceability is assumed to be 2.5 (p_t). These assumptions are based on recommendations in *Pavement Analysis and Design* (Huang, 2004).
- A 1.7 allowable serviceability index loss (ΔPSI) was used for the analysis. This value corresponds to the difference between the after-construction serviceability index and the terminal serviceability index selected for the analysis.

- AASHTO defines reliability as the probability that the load applications a pavement can withstand in reaching a specified minimum serviceability level is not exceeded by the number of load applications that are actually applied to the pavement. For this project, a reliability of 90 percent was assumed for asphalt roads with relatively high local traffic. A reliability of 80 percent was assumed for local asphalt roads with relatively low traffic. These assumptions were based on recommendations in *Pavement Analysis and Design* (Huang, 2004). Table 1 and Table 2 show the reliability used for each road section.

- In the AASHTO method, the overall standard deviation is a measure of the spread of the probability distribution for ESALs vs. Serviceability. For this project, an overall standard deviation of 0.35 was assumed based on recommendations in *Pavement Analysis and Design* (Huang, 2004) and Barr's previous experience.

- The structural coefficient a_1 for asphalt material (i.e., current asphalt layer and potential overlay material) is assumed to be 0.36 based on recommendations in *Pavement Analysis and Design* (Huang, 2004).

- The structural coefficient a_2 for base material is assumed to be 0.10 based on recommendations in *Pavement Analysis and Design* (Huang, 2004).

- Drainage coefficient m_2 for base material is assumed to be 1.0 based on recommendations in *Pavement Analysis and Design* (Huang, 2004) for fair quality of drainage and 5-25% of time pavement structure is exposed to moisture levels approaching saturation.

- A subgrade resilient moduli (M_R) of 5850 psi and 6300 psi was estimated from CBR testing of subgrade material at five locations using Heukelom and Klomp (1962) correlation. This was estimated using CBR values of 3.9% and 4.2%, respectively.

- A tire pressure of 100 psi was assumed (for Giroud-Han gravel road method).

- Maximum rut depth of 3.0 inches was assumed as performance criteria for existing public unpaved roads.

3.4.2 Existing Structural Capacity

The existing structural capacity is represented by the effective structural number for paved roads and by gravel thickness for unpaved roads. The effective structural number (for paved roads) and gravel thickness (for unpaved roads) for the sections analyzed is shown in Table 1 (optimum moisture condition) and Table 2 (in-situ condition).

3.4.3 Required Capacity

The required capacity (i.e., structural number for paved roads and gravel thickness for unpaved roads) computed for each road section to support the anticipated construction traffic is provided in Table 1 (optimum moisture condition – CBR=3.9%) and Table 2 (in-situ condition CBR=4.2%). Based on Barr's analysis, several sections at the site require additional capacity to support anticipated construction traffic.

The required estimated overlay thicknesses were computed using the equations presented in Appendix F. Note that the calculated overlay required for additional capacity is rounded-up to the nearest 0.5 inch. While this value theoretically complies with the numerical requirements, local authorities may require a minimum overlay thickness. The mix design (for asphalt roads) or aggregate size will also influence the minimum overlay thickness. Barr's scope and recommendations are based only on the structural capacity analysis herein, and does not consider local codes or construction recommendations.

3.5 Composite (AC/PCC) Roads

Composite (AC/PCC) roadway capacity analysis was performed following the guidelines in the *AASHTO Guide for Design of Pavement Structure* method (Huang, 2004). Details and equations for this method are presented in Appendix G.

3.5.1 Assumptions

In addition to the assumptions listed in Sections 3.3.3 and 3.4.1, the following assumptions were made for the composite roadway analysis:

- The Portland cement concrete modulus of rupture, S_c, is assumed to be 350 psi based on recommendations in *Pavement Analysis and Design* (Huang, 2004).
- The load transfer coefficient, J, is assumed to be 4.1 based on recommendations in *Pavement Analysis and Design* (Huang, 2004).
- Drainage coefficient, C_D, is assumed to be 0.95 based on recommendations in *Pavement Analysis and Design* (Huang, 2004) for fair quality of drainage and 5-25% of time pavement structure is exposed to moisture levels approaching saturation.
- Joints/cracks adjustment factor, F_{jc}, is assumed to be 0.9 based on recommendations in *Pavement Analysis and Design* (Huang, 2004).
- Durability adjustment factor, F_{dur}, is assumed to be 0.95 based on recommendations in *Pavement Analysis and Design* (Huang, 2004). It is assumed that there is some durability distress in the Portland Cement Concrete.
- Existing asphalt quality adjustment factor, F_{ac}, is assumed to be 0.95 based on recommendations in *Pavement Analysis and Design* (Huang, 2004). It is assumed that there is some existing asphalt distress.

3.5.2 Existing Structural Capacity (D_{eff})

The existing structural capacity (represented by the effective concrete thickness, D_{eff}) of the composite road sections selected as delivery route is shown in Table 3 (optimum moisture condition) and Table 4 (in-situ condition). Existing capacity of the composite sections was calculated using the standard AASHTO method presented in Appendix G.

3.5.3 Required Structural Capacity

The required structural capacity computed for each composite section after accounting for the estimated construction traffic is shown in Table 3 (optimum moisture condition) and Table 4 (in-situ condition). For the subgrade conditions investigated and assumed construction traffic volume, none of the three composite sections require an overlay.

3.6 Summary

Based on this preliminary capacity analysis, several road sections require additional capacity to withstand the anticipated traffic associated with the construction of the project. The summary table presented below shows the estimated required overlay to increase the capacity of these roads.

Table C – Estimated Required Overlay

ID	Roadway	From	To	Type	CBR=3.9% Overlay Thickness (inches)	CBR=4.2% Overlay Thickness (inches)
001	York Road	Lindsey Road**	Twyford Road	Chipseal	0.5	0.5
041	Witty Road	Old Route 36	Prairie College Road	Aggregate	8.0	8.0
042	Witty Road	Prairie College Road	Cox Road	Aggregate	8.0	8.0
043	Witty Road	Cox Road	Unnamed Road**	Aggregate	8.0	8.0
045	Boston Road	Stevenson Road	Orleans Road	Chipseal	0.5	0.5
048	McQueen Lane	Orleans Road	McQueen Lane	Chipseal	0.5	0.5
049	McQueen Lane	McQueen Lane	Anderson Road	Chipseal	1.0	1.0
051	Hermes Road	Franklin Alexander Road	Contrary Lane	Aggregate	5.0	4.0
062	Kenny Road	Contrary Lane	McCarty Road	Chipseal	1.5	1.5
063	Kenny Road	McCarty Road	Burnett Road	Chipseal	1.5	1.5
064	Kenny Road	Burnett Road	Duewer Road	Chipseal	1.0	1.0
071	Burnett Road - A	Kenny Road	Colwell Road	Aggregate	5.0	5.0
072	Burnett Road - B	Kenny Road	Colwell Road	Aggregate	5.0	4.0
076	Kenny Road	Franklin Alexander Road	Contrary Lane	Chipseal	1.5	1.5
103	Barrows Road	Darley Road	Pisgah Road	Aggregate	8.0	7.0
104	Barrows Road	Cully Road	Darley Road	Aggregate	7.0	6.0
105	Cully Road	Curry Road**	Barrows Road	Aggregate	7.0	6.0
106	Barrows Road	Hoagland Road**	Cully Road	Aggregate	5.0	5.0
112	Wood Road	Illinois 104	Barrows Road	Chipseal	1.0	1.0
113	Wood Road	Barrows Road	Yording Road	Chipseal	1.0	1.0
119	N Durbin Lane	Ransdell Road**	Woodson Franklin Road	Aggregate	6.0	6.0
132	Ranson Road	Buck Lane**	Woodson Franklin Road	Chipseal	1.0	1.0

3.7 Analysis Limitations

The road capacity analysis described herein for the public roadways was performed based on Barr's experience with similar projects. The intent of this preliminary capacity analysis was to determine if additional structural capacity is required at the site to accommodate anticipated construction traffic.

The capacity analyses are highly dependent on the parameters selected and assumptions used. Barr has not confirmed the assumptions necessarily comply with the minimum requirements of the governing road agencies. The project civil engineer in charge of the final rehabilitation assessment or the owner is responsible for determining if the assumptions outlined in this report comply with the minimum requirements of the governing road agencies. This report shall be considered preliminary, therefore, additional analysis may be necessary pending input from governing road agencies, and shall be performed prior to final road rehabilitation recommendations. This report contains recommendations for road improvements and these recommendations need to be verified by the civil design professional serving as the Engineer of Record (EOR) for the roadways.

4.0 References

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Tables

Table 1
Capacity Analysis for Existing Gravel and Asphalt Roads - 3.9% CBR

ID	Roadway	From	To	Morgan County Road Jurisdiction	Existing Layer 1		Existing Layer 2		Turbines Served	Total ESALs	Reliability	Existing Structural Number SN_{eff}[1]	Required Structural Number, SN_{req}[2]	Requires Overlay (Yes/No)	Overlay Thickness (inches)	Overlay Material
					Type	Thickness (inches)	Type	Thickness (inches)								
001	York Road	Lindsey Road**	Twyford Road	District 8	Chipseal	2.0	Aggregate	2.0	2	1,035	80%	0.92	1.01	**Y**	**0.5**	**Asphalt**
002	Twyford Road	Madison Road	Green Farm Road	District 8	Chipseal	3.0	Aggregate	2.0	2	1,104	80%	1.28	1.03	**N**		
003	Green Farm Road	Harris Road	Twyford Road	District 8	Asphalt	4.0	Aggregate	3.0	2	1,174	80%	1.74	1.04	**N**		
004	Harris Road	Green Farm Road	Walpole Road	District 8	Chipseal	3.0	Aggregate	3.0	2	1,244	80%	1.38	1.05	**N**		
005	Harris Road - A	Walpole Road	Bluegrass Road	District 8	Chipseal	3.0	Aggregate	3.0	3	1,608	80%	1.38	1.11	**N**		
006	Harris Road - B	Walpole Road	Bluegrass Road	District 8	Chipseal	3.0	Aggregate	3.0	4	1,996	80%	1.38	1.16	**N**		
007	Bluegrass Road	Harris Road	Old State Road	District 8	Asphalt	5.5	-	-	4	2,205	80%	1.98	1.19	**N**		
008	Green Farm Road	Twyford Road**	Old State Road	District 8	Asphalt	4.0	Aggregate	3.0	1	411	80%	1.74	0.82	**N**		
009	Old State Road	Matson Road	Green Farm Road	District 8	Asphalt	8.0	Aggregate	6.0	1	388	90%	3.48	0.88	**N**		
010	Old State Road	Green Farm Road	Wallbaum Lane	District 8	Asphalt	8.0	Aggregate	6.0	2	869	90%	3.48	1.05	**N**		
011	Old State Road - A	Wallbaum Lane	Orleans Road	District 8	Asphalt	8.0	Aggregate	7.0	4	1,668	90%	3.58	1.20	**N**		
012	Old State Road - B	Wallbaum Lane	Orleans Road	District 8	Asphalt	8.0	Aggregate	8.0	6	2,608	90%	3.68	1.31	**N**		
013	Old State Road	Orleans Road	Bluegrass Road	District 8	Asphalt	8.0	Aggregate	8.0	8	3,430	90%	3.68	1.38	**N**		
014	Orleans Road	Old State Road	Courier Road	District 8	Chipseal	3.5	Aggregate	3.0	2	752	80%	1.56	0.95	**N**		
015	Orleans Road	Courier Road	Old Route 36**	District 8	Asphalt	4.3	-	-	1	435	80%	1.53	0.83	**N**		
016	Old State Road - A	Bluegrass Road	County Highway 123	District 8	Asphalt	8.0	Aggregate	8.0	13	5,998	90%	3.68	1.53	**N**		
017	Old State Road - B	Bluegrass Road	County Highway 123	District 8	Asphalt	8.0	Aggregate	7.0	14	6,386	90%	3.58	1.55	**N**		
018	County Highway 123	Negus Road**	Old State Road	Morgan County	Asphalt	15.0	Aggregate	8.0	1	364	90%	6.20	0.87	**N**		
019	Old State Road	County Highway 123	Bloom Road	District 8	Asphalt	8.0	Aggregate	6.0	10	4,842	90%	3.48	1.47	**N**		
020	Old State Road - A	Bloom Road	County Line Road	District 8	Asphalt	8.0	Aggregate	6.0	8	3,972	90%	3.48	1.42	**N**		
021	Old State Road - B	Bloom Road	County Line Road	District 8	Asphalt	8.0	Aggregate	6.0	4	1,647	90%	3.48	1.20	**N**		
022	County Line Road	Old State Road	St Mary's Road**	District 8	Chipseal	3.5	Aggregate	4.0	2	872	80%	1.66	0.98	**N**		
023	Cockin Road	Robin Road	Kennett Road**	District 8	Chipseal	3.0	-	-	2	776	80%	1.08	0.95	**N**		
024	Robin Road - A	County Highway 123	Cockin Road	District 8	Chipseal	3.0	Aggregate	5.0	2	845	80%	1.58	0.97	**N**		
025	Robin Road - B	County Highway 123	Cockin Road	District 8	Chipseal	3.0	Aggregate	5.0	4	1,574	80%	1.58	1.11	**N**		
029	Old Route 36	County Highway 123	Cockin Road	District 8	Asphalt	8.5	Aggregate	5.0	5	2,269	90%	3.56	1.28	**N**		
030	Old Route 36 - A	Cockin Road	County Line Road	District 8	Asphalt	8.5	Aggregate	5.0	5	2,269	90%	3.56	1.28	**N**		
031	Old Route 36 - B	Cockin Road	County Line Road	District 8	Asphalt	8.5	Aggregate	5.0	4	1,857	90%	3.56	1.23	**N**		
032	County Line Road	Interstate 72	Old Route 36	District 8	Chipseal	3.5	Aggregate	4.0	1	505	80%	1.66	0.86	**N**		
033	County Line Road - A	Old Route 36	Mansion Road	District 8	Chipseal	3.8	Aggregate	3.5	3	1,213	80%	1.70	1.05	**N**		
034	County Line Road - B	Old Route 36	Mansion Road**	District 8	Chipseal	4.0	Aggregate	3.0	1	390	80%	1.74	0.81	**N**		
035	Old Route 36	Laydown Yard	County Highway 123	District 8	Asphalt	6.5	Aggregate	4.0	22	10,222	90%	2.74	1.69	**N**		
036	Old Route 36 - A	Orleans Road	Laydown Yard	District 8	Asphalt	6.5	Aggregate	4.0	21	8,937	90%	2.74	1.65	**N**		
037	Old Route 36 - B	Orleans Road	Laydown Yard	District 8	Asphalt	6.5	Aggregate	4.0	20	8,315	90%	2.74	1.63	**N**		
038	Old Route 36 - A	Witty Road	Orleans Road	District 8	Asphalt	6.8	Aggregate	5.5	4	1,062	90%	2.98	1.10	**N**		
039	Old Route 36 - B	Witty Road	Orleans Road	District 8	Asphalt	7.0	Aggregate	7.0	4	1,062	90%	3.22	1.10	**N**		
040	Old Route 36 - B	Arnold Road	Witty Road	District 8	Asphalt	7.0	Aggregate	7.0	1	409	90%	3.22	0.89	**N**		
041	Witty Road	Old Route 36	Prairie College Road	District 8	Aggregate	2.0	-	-	3	1,140	-	-	-	**Y**	**8.0[3]**	**Aggregate**
042	Witty Road	Prairie College Road	Cox Road	District 8	Aggregate	2.0	-	-	3	1,140	-	-	-	**Y**	**8.0[3]**	**Aggregate**
043	Witty Road	Cox Road	Unnamed Road**	District 8	Aggregate	2.0	-	-	3	1,140	-	-	-	**Y**	**8.0[3]**	**Aggregate**
044	Orleans Road	Old Route 36	Bergschneider Road	District 8	Asphalt	4.0	Aggregate	4.0	16	7,184	80%	1.84	1.49	**N**		
045	Boston Road	Stevenson Road	Orleans Road	District 8	Chipseal	2.5	-	-	2	705	80%	0.90	0.93	**Y**	**0.5**	**Asphalt**
046	Bergschneider Road	Orleans Road	Franklin Alexander Road**	District 8	Asphalt	4.0	Aggregate	4.0	1	482	80%	1.84	0.86	**N**		
047	Orleans Road	Boston Road Road	McQueen Lane	District 8	Asphalt	4.0	Aggregate	4.0	12	5,165	80%	1.84	1.40	**N**		
048	McQueen Lane	Orleans Road	McQueen Lane	District 8	Chipseal	3.8	-	-	12	5,095	80%	1.35	1.39	**Y**	**0.5**	**Asphalt**
049	McQueen Lane	McQueen Lane	Anderson Road	District 8/9	Chipseal	3.0	-	-	12	5,026	80%	1.08	1.39	**Y**	**1.0**	**Asphalt**
050	Anderson Road	McQueen Lane	Franklin Alexander Road	District 9	Asphalt	8.0	-	-	12	4,956	80%	2.88	1.39	**N**		
051	Hermes Road	Franklin Alexander Road	Contrary Lane	District 9	Aggregate	7.0	-	-	10	4,133	-	-	-	**Y**	**5.0[3]**	**Aggregate**
052	Contrary Lane - C	Old Route 36	Hermes Road	District 9	Chipseal	3.5	Aggregate	3.5	4	1,504	80%	1.61	1.10	**N**		
053	Contrary Lane - B	Old Route 36	Hermes Road	District 8	Chipseal	3.5	Aggregate	3.5	2	776	80%	1.61	0.95	**N**		
054	Contrary Lane - A	Old Route 36**	Hermes Road	District 8	Chipseal	3.5	Aggregate	3.5	1	364	80%	1.61	0.80	**N**		
055	Hermes Road	Contrary Lane	McCarty Road	District 9	Chipseal	3.5	Aggregate	3.5	1	552	80%	1.61	0.88	**N**		
056	Contrary Lane	Hermes Road	Loami Road	District 9	Asphalt	7.0	-	-	5	1,938	80%	2.52	1.16	**N**		

ID	Roadway	From	To	Morgan County Road Jurisdiction	Existing Layer 1		Existing Layer 2		Turbines Served	Total ESALs	Reliability	Existing Structural Number SN_{eff}[1]	Required Structural Number, SN_{req}[2]	Requires Overlay (Yes/No)	Overlay Thickness (inches)	Overlay Material
					Type	Thickness (inches)	Type	Thickness (inches)								
057	McCarty Road	Hermes Road	Loami Road	District 9	Chipseal	4.0	-	-	1	294	80%	1.44	0.76	**N**		
058	Loami Road	Contrary Lane	McCarty Road	District 9	Chipseal	3.0	Aggregate	5.0	3	1,116	80%	1.58	1.03	**N**		
059	Loami Road - A	McCarty Road	Stenemeyer Road	District 9	Chipseal	3.0	Aggregate	5.0	2	752	90%	1.58	1.02	**N**		
060	Loami Road - B	McCarty Road	Stenemeyer Road**	District 9	Chipseal	3.0	Aggregate	5.0	1	411	90%	1.58	0.89	**N**		
061	Contrary Lane	Loami Road	Kenny Road	District 9	Asphalt	4.5	-	-	1	294	80%	1.62	0.76	**N**		
062	Kenny Road	Contrary Lane	McCarty Road	District 9	Chipseal	1.5	Aggregate	2.5	9	3,440	80%	0.79	1.29	**Y**	**1.5**	**Asphalt**
063	Kenny Road	McCarty Road	Burnett Road	District 9	Chipseal	1.5	Aggregate	2.5	8	3,146	80%	0.79	1.27	**Y**	**1.5**	**Asphalt**
064	Kenny Road	Burnett Road	Duewer Road	District 9	Chipseal	1.5	Aggregate	2.5	4	1,620	80%	0.79	1.11	**Y**	**1.0**	**Asphalt**
065	Duewer Road	Kenny Road	Caruthers Road	District 13	Chipseal	2.0	Aggregate	7.0	4	1,551	80%	1.42	1.10	**N**		
066	Duewer Road	Caruthers Road	Grams Road	District 13	Chipseal	2.0	Aggregate	7.0	3	1,186	80%	1.42	1.04	**N**		
067	Duewer Road	Grams Road	Colwell Road	District 13	Chipseal	2.0	Aggregate	7.0	1	575	80%	1.42	0.89	**N**		
068	Duewer Road - A	Colwell Road	Clevenger Road	District 13	Chipseal	2.0	Aggregate	7.0	1	575	80%	1.42	0.89	**N**		
069	Duewer Road - B	Colwell Road	Clevenger Road**	District 13	Chipseal	3.0	Aggregate	5.0	1	505	80%	1.58	0.86	**N**		
071	Burnett Road - A	Kenny Road	Colwell Road	District 9	Aggregate	5.0	-	-	3	1,162	-	-	-	**Y**	**5.0[3]**	**Aggregate**
072	Burnett Road - B	Kenny Road	Colwell Road	District 13	Aggregate	5.0	-	-	2	868	-	-	-	**Y**	**5.0[3]**	**Aggregate**
073	Colwell Road -B	McNeely Road	Burnett Road	District 13	Asphalt	5.5	Aggregate	2.0	2	798	80%	2.18	0.96	**N**		
074	Colwell Road - A	McNeely Road	Burnett Road	District 9/13	Asphalt	5.5	Aggregate	2.0	1	481	80%	2.18	0.85	**N**		
075	McNeely Road	Colwell Road	Clevenger Road**	District 9	Asphalt	6.5	-	-	1	411	80%	2.34	0.82	**N**		
076	Kenny Road	Franklin Alexander Road	Contrary Lane	District 9	Chipseal	1.5	Aggregate	2.5	10	3,851	80%	0.79	1.32	**Y**	**1.5**	**Asphalt**
077	Franklin Alexander Road - A	Kenny Road	Pauls Road	District 9	Asphalt	13.0	-	-	2	658	90%	4.68	0.99	**N**		
078	Franklin Alexander Road - B	Kenny Road	Pauls Road	District 9	Asphalt	13.0	-	-	1	364	90%	4.68	0.87	**N**		
079	Franklin Alexander Road	Pauls Road	Austif Road**	District 9	Asphalt	13.0	-	-	1	364	90%	4.68	0.87	**N**		
080	Kenny Road	Dodsworth Road	Franklin Alexander Road	District 9	Asphalt	4.0	-	-	7	3,447	80%	1.44	1.29	**N**		
081	Dodsworth Road	Kenny Road	Pauls Road*	District 9	Asphalt	3.5	Chipseal	3.5	1	294	80%	2.52	0.76	**N**		
082	Kenny Road	Flinn Road	Dodsworth Road	District 9	Asphalt	4.0	-	-	6	3,083	80%	1.44	1.27	**N**		
083	Kenny Road/Flinn Road	Flinn Road	Dodsworth Road	District 9	Asphalt	4.0	-	-	4	2,237	80%	1.44	1.19	**N**		
084	Flinn Road - A	Kenny Road	O&M/Substation	District 9	Asphalt	5.0	-	-	3	1,732	80%	1.80	1.13	**N**		
085	Flinn Road - B	Kenny Road	O&M/Substation	District 9	Asphalt	5.0	-	-	1	1,004	80%	1.80	1.01	**N**		
086	Franklin Alexander Road	Loami Road	Kenny Road	District 9	Asphalt	13.0	-	-	19	8,095	90%	4.68	1.62	**N**		
087	Loami Road	Schoolhouse Road	Franklin Alexander Road	District 9	Asphalt	4.0	Aggregate	5.0	19	8,165	90%	1.94	1.62	**N**		
088	Loami Road - B	Lukeman Road	Schoolhouse Road	District 9	Asphalt	4.0	Aggregate	5.0	20	8,576	90%	1.94	1.63	**N**		
089	Loami Road - A	Lukeman Road	Schoolhouse Road	District 9	Asphalt	4.0	Aggregate	5.0	21	8,894	90%	1.94	1.65	**N**		
090	Loami Road	Adams Road	Lukeman Road	District 9	Asphalt	4.0	Aggregate	5.0	21	8,894	90%	1.94	1.65	**N**		
091	Loami Road	Orleans Road	Adams Road	District 9	Asphalt	8.3	-	-	21	8,894	90%	2.97	1.65	**N**		
092	Orleans Road	Loami Road	Lukeman Road	District 9	Asphalt	4.0	-	-	1	411	80%	1.44	0.82	**N**		
093	Lukeman Road	Orleans Road	Loami Road**	District 9	Chipseal	1.3	Aggregate	4.0	1	341	80%	0.85	0.79	**N**		
094	Loami Road	Ed Gordon Road	Orleans Road	District 9	Asphalt	8.3	-	-	22	9,374	90%	2.97	1.66	**N**		
095	Loami Road	Davis Road	Ed Gordon Road	District 9	Asphalt	7.0	Aggregate	5.0	23	9,715	90%	3.02	1.67	**N**		
096	Loami Road - B	Pisgah Road	Davis Road	District 9	Asphalt	7.0	Aggregate	5.0	24	10,032	90%	3.02	1.68	**N**		
097	Loami Road - A	Pisgah Road	Davis Road	District 9	Asphalt	7.0	Aggregate	5.0	25	10,444	90%	3.02	1.69	**N**		
098	Pisgah Road	Loami Road	Union Baptist Road	District 9	Asphalt	4.8	Aggregate	9.0	2	845	80%	2.61	0.97	**N**		
099	Union Baptist Road	Pisgah Road	Wood Road	District 9	Asphalt	7.0	-	-	2	776	80%	2.52	0.95	**N**		
100	Union Baptist Road	Wood Road	Ed Gordon Road**	District 9	Asphalt	7.0	-	-	2	776	80%	2.52	0.95	**N**		
101	Pisgah Road	Pisgah Road	Illinois 104	District 9	Asphalt	4.8	Aggregate	9.0	0	0	80%	2.61	0.00	**N**		
102	Pisgah Road	Illinois 104	Barrows Road	District 9	Asphalt	4.8	Aggregate	9.0	11	4,334	80%	2.61	1.35	**N**		
103	Barrows Road	Darley Road	Pisgah Road	District 9	Aggregate	4.0	-	-	10	3,970	-	-	-	**Y**	**8.0[3]**	**Aggregate**
104	Barrows Road	Cully Road	Darley Road	District 9	Aggregate	4.0	-	-	5	2,056	-	-	-	**Y**	**7.0[3]**	**Aggregate**
105	Cully Road	Curry Road**	Barrows Road	District 9	Aggregate	3.0	-	-	2	823	-	-	-	**Y**	**7.0[3]**	**Aggregate**
106	Barrows Road	Hoagland Road**	Cully Road	District 9/10	Aggregate	4.0	-	-	1	411	-	-	-	**Y**	**5.0[3]**	**Aggregate**
107	Darley Road	Barrows Road	Rees Road	District 9	Asphalt	4.0	-	-	5	1,845	80%	1.44	1.14	**N**		
108	Darley Road	Rees Road	Woodson Franklin Road**	District 9	Asphalt	4.0	-	-	1	294	80%	1.44	0.76	**N**		
109	Rees Road - B	Hoagland Road	Darley Road	District 9	Asphalt	5.5	-	-	3	1,187	80%	1.98	1.04	**N**		
110	Rees Road - A	Hoagland Road**	Darley Road	District 9/10	Asphalt	5.5	-	-	2	893	80%	1.98	0.98	**N**		
111	Barrows Road	Pisgah Road	Wood Road	District 9	Aggregate	4.0	-	-	0	0	-	-	-	**N**		
112	Wood Road	Illinois 104	Barrows Road	District 9	Chipseal	3.0	-	-	9	3,840	80%	1.08	1.33	**Y**	**1.0**	**Asphalt**

ID	Roadway	From	To	Morgan County Road Jurisdiction	Existing Layer 1		Existing Layer 2		Turbines Served	Total ESALs	Reliability	Existing Structural Number SN_{eff}[1]	Required Structural Number, SN_{req}[2]	Requires Overlay (Yes/No)	Overlay Thickness (inches)	Overlay Material
					Type	Thickness (inches)	Type	Thickness (inches)								
113	Wood Road	Barrows Road	Yording Road	District 9	Chipseal	3.0	-	-	9	3,840	80%	1.08	1.33	**Y**	**1.0**	**Asphalt**
114	Yording Road	Wood Road	Bills Road	District 9	Asphalt	4.0	-	-	8	3,476	80%	1.44	1.31	**N**		
115	Bills Road	Yording Road	Rees Road	District 9	Asphalt	6.0	-	-	7	3,019	80%	2.16	1.28	**N**		
116	Bills Road - A	Rees Road	Woodson Franklin Road	District 9	Asphalt	6.0	-	-	7	3,019	80%	2.16	1.28	**N**		
117	Bills Road - B	Rees Road	Woodson Franklin Road	District 9	Asphalt	6.0	-	-	5	2,313	80%	2.16	1.22	**N**		
118	Woodson Franklin Road	N Durbin Lane	Bills Road	District 9	Asphalt	10.0	-	-	2	963	90%	3.60	1.08	**N**		
119	N Durbin Lane	Ransdell Road**	Woodson Franklin Road	District 9	Aggregate	3.0	-	-	1	388	-	-	-	**Y**	**6.0**[3]	**Aggregate**
120	Woodson Franklin Road	Bills Road	Wohlers Lane	District 9	Asphalt	10.0	-	-	3	1,212	90%	3.60	1.16	**N**		
121	Woodson Franklin Road	Wohlers Lane	Oxley Road	District 9	Asphalt	10.0	-	-	3	1,212	90%	3.60	1.16	**N**		
122	Oxley Road	Woodson Franklin Road	Chau Ox Lane**	District 9	Chipseal	1.8	Aggregate	5.0	1	294	80%	1.13	0.76	**N**		
123	Woodson Franklin Road	Oxley Road	Rees Station Road	District 9	Asphalt	13.0	-	-	2	872	90%	4.68	1.10	**N**		
124	Woodson Franklin Road	Rees Station Road	Chaudoin Road	District 9	Asphalt	13.0	-	-	1	461	90%	4.68	0.96	**N**		
125	Old Route 36	Interstate 72	Fox Lane	District 8	Asphalt	7.0	Aggregate	7.0	0	372	90%	3.22	0.87	**N**		
126	Old Route 36	Fox Lane	Arnold Road	District 8	Asphalt	7.0	Aggregate	7.0	0	372	90%	3.22	0.87	**N**		
127	Old Route 36	Arnold Road	Witty Road	District 8	Asphalt	7.0	Aggregate	7.0	0	372	90%	3.22	0.87	**N**		
129	Loami Road	Illinois 104	Pisgah Road	District 9	Asphalt	7.0	Aggregate	5.0	27	11,359	90%	3.02	1.72	**N**		
130	Woodson Franklin Road	Chaudoin Road	Stewart Road	District 9	Asphalt	13.0	-	-	1	554	90%	4.68	0.96	**N**		
131	Woodson Franklin Road	Stewart Road	Ranson Road	District 9	Asphalt	13.0	-	-	1	554	90%	4.68	0.96	**N**		
132	Ranson Road	Buck Lane**	Woodson Franklin Road	District 9	Chipseal	1.8	-	-	1	484	80%	0.63	0.86	**Y**	**1.0**	**Asphalt**
133	Rees Station Road	Rees Road**	Woodson Franklin Road	District 9	Asphalt	8.5	Aggregate	7.0	1	435	90%	3.76	0.91	**N**		

[1]Based on Road Boring Logs

[2]Estimated from AASHTO Flexible Pavement Structural Number Design Equation

[3]Estimated from Giroud-Han Method

Table 2
Capacity Analysis for Existing Gravel and Asphalt Roads - 4.2% CBR

ID	Roadway	From	To	Morgan County Road Jurisdiction	Existing Layer 1		Existing Layer 2		Turbines Served	Total ESALs	Reliability	Existing Structural Number SN_{eff} [1]	Required Structural Number, SN_{req} [2]	Requires Overlay (Yes/No)	Overlay Thickness (inches)	Overlay Material
					Type	Thickness (inches)	Type	Thickness (inches)								
001	York Road	Lindsey Road**	Twyford Road	District 8	Chipseal	2.0	Aggregate	2.0	2	1,035	80%	0.92	0.98	**Y**	**0.5**	**Asphalt**
002	Twyford Road	Madison Road	Green Farm Road	District 8	Chipseal	3.0	Aggregate	2.0	2	1,104	80%	1.28	0.99	**N**		
003	Green Farm Road	Harris Road	Twyford Road	District 8	Asphalt	4.0	Aggregate	3.0	2	1,174	80%	1.74	1.00	**N**		
004	Harris Road	Green Farm Road	Walpole Road	District 8	Chipseal	3.0	Aggregate	3.0	2	1,244	80%	1.38	1.02	**N**		
005	Harris Road - A	Walpole Road	Bluegrass Road	District 8	Chipseal	3.0	Aggregate	3.0	3	1,608	80%	1.38	1.07	**N**		
006	Harris Road - B	Walpole Road	Bluegrass Road	District 8	Chipseal	3.0	Aggregate	3.0	4	1,996	80%	1.38	1.12	**N**		
007	Bluegrass Road	Harris Road	Old State Road	District 8	Asphalt	5.5	-	-	4	2,205	80%	1.98	1.15	**N**		
008	Green Farm Road	Twyford Road**	Old State Road	District 8	Asphalt	4.0	Aggregate	3.0	1	411	80%	1.74	0.79	**N**		
009	Old State Road	Matson Road	Green Farm Road	District 8	Asphalt	8.0	Aggregate	6.0	1	388	90%	3.48	0.85	**N**		
010	Old State Road	Green Farm Road	Wallbaum Lane	District 8	Asphalt	8.0	Aggregate	6.0	2	869	90%	3.48	1.02	**N**		
011	Old State Road - A	Wallbaum Lane	Orleans Road	District 8	Asphalt	8.0	Aggregate	7.0	4	1,668	90%	3.58	1.16	**N**		
012	Old State Road - B	Wallbaum Lane	Orleans Road	District 8	Asphalt	8.0	Aggregate	8.0	6	2,608	90%	3.68	1.27	**N**		
013	Old State Road	Orleans Road	Bluegrass Road	District 8	Asphalt	8.0	Aggregate	8.0	8	3,430	90%	3.68	1.34	**N**		
014	Orleans Road	Old State Road	Courier Road	District 8	Chipseal	3.5	Aggregate	3.0	2	752	80%	1.56	0.91	**N**		
015	Orleans Road	Courier Road	Old Route 36**	District 8	Asphalt	4.3	-	-	1	435	80%	1.53	0.80	**N**		
016	Old State Road - A	Bluegrass Road	County Highway 123	District 8	Asphalt	8.0	Aggregate	8.0	13	5,998	90%	3.68	1.49	**N**		
017	Old State Road - B	Bluegrass Road	County Highway 123	District 8	Asphalt	8.0	Aggregate	7.0	14	6,386	90%	3.58	1.50	**N**		
018	County Highway 123	Negus Road**	Old State Road	Morgan County	Asphalt	15.0	Aggregate	8.0	1	364	90%	6.20	0.84	**N**		
019	Old State Road	County Highway 123	Bloom Road	District 8	Asphalt	8.0	Aggregate	6.0	10	4,842	90%	3.48	1.43	**N**		
020	Old State Road - A	Bloom Road	County Line Road	District 8	Asphalt	8.0	Aggregate	6.0	8	3,972	90%	3.48	1.38	**N**		
021	Old State Road - B	Bloom Road	County Line Road	District 8	Asphalt	8.0	Aggregate	6.0	4	1,647	90%	3.48	1.16	**N**		
022	County Line Road	Old State Road	St Mary's Road**	District 8	Chipseal	3.5	Aggregate	4.0	2	872	80%	1.66	0.94	**N**		
023	Cockin Road	Robin Road	Kennett Road**	District 8	Chipseal	3.0	-	-	2	776	80%	1.08	0.92	**N**		
024	Robin Road - A	County Highway 123	Cockin Road	District 8	Chipseal	3.0	Aggregate	5.0	2	845	80%	1.58	0.93	**N**		
025	Robin Road - B	County Highway 123	Cockin Road	District 8	Chipseal	3.0	Aggregate	5.0	4	1,574	80%	1.58	1.07	**N**		
029	Old Route 36	County Highway 123	Cockin Road	District 8	Asphalt	8.5	Aggregate	5.0	5	2,269	90%	3.56	1.24	**N**		
030	Old Route 36 - A	Cockin Road	County Line Road	District 8	Asphalt	8.5	Aggregate	5.0	5	2,269	90%	3.56	1.24	**N**		
031	Old Route 36 - B	Cockin Road	County Line Road	District 8	Asphalt	8.5	Aggregate	5.0	4	1,857	90%	3.56	1.19	**N**		
032	County Line Road	Interstate 72	Old Route 36	District 8	Chipseal	3.5	Aggregate	4.0	1	505	80%	1.66	0.83	**N**		
033	County Line Road - A	Old Route 36	Mansion Road	District 8	Chipseal	3.8	Aggregate	3.5	3	1,213	80%	1.70	1.01	**N**		
034	County Line Road - B	Old Route 36	Mansion Road**	District 8	Chipseal	4.0	Aggregate	3.0	1	390	80%	1.74	0.78	**N**		
035	Old Route 36	Laydown Yard	County Highway 123	District 8	Asphalt	6.5	Aggregate	4.0	22	10,222	90%	2.74	1.64	**N**		
036	Old Route 36 - A	Orleans Road	Laydown Yard	District 8	Asphalt	6.5	Aggregate	4.0	21	8,937	90%	2.74	1.60	**N**		
037	Old Route 36 - B	Orleans Road	Laydown Yard	District 8	Asphalt	6.5	Aggregate	4.0	20	8,315	90%	2.74	1.58	**N**		
038	Old Route 36 - A	Witty Road	Orleans Road	District 8	Asphalt	6.8	Aggregate	5.5	4	1,062	90%	2.98	1.06	**N**		
039	Old Route 36 - B	Witty Road	Orleans Road	District 8	Asphalt	7.0	Aggregate	7.0	4	1,062	90%	3.22	1.06	**N**		
040	Old Route 36 - B	Arnold Road	Witty Road	District 8	Asphalt	7.0	Aggregate	7.0	1	409	90%	3.22	0.86	**N**		
041	Witty Road	Old Route 36	Prairie College Road	District 8	Aggregate	2.0	-	-	3	1,140	-	-	-	**Y**	**8.0[3]**	**Aggregate**
042	Witty Road	Prairie College Road	Cox Road	District 8	Aggregate	2.0	-	-	3	1,140	-	-	-	**Y**	**8.0[3]**	**Aggregate**
043	Witty Road	Cox Road	Unnamed Road**	District 8	Aggregate	2.0	-	-	3	1,140	-	-	-	**Y**	**8.0[3]**	**Aggregate**
044	Orleans Road	Old Route 36	Bergschneider Road	District 8	Asphalt	4.0	Aggregate	4.0	16	7,184	80%	1.84	1.44	**N**		
045	Boston Road	Stevenson Road	Orleans Road	District 8	Chipseal	2.5	-	-	2	705	80%	0.90	0.90	**Y**	**0.5**	**Asphalt**
046	Bergschneider Road	Orleans Road	Franklin Alexander Road**	District 8	Asphalt	4.0	Aggregate	4.0	1	482	80%	1.84	0.82	**N**		
047	Orleans Road	Boston Road Road	McQueen Lane	District 8	Asphalt	4.0	Aggregate	4.0	12	5,165	80%	1.84	1.35	**N**		
048	McQueen Lane	Orleans Road	McQueen Lane	District 8	Chipseal	3.8	-	-	12	5,095	80%	1.35	1.35	**Y**	**0.5**	**Asphalt**
049	McQueen Lane	McQueen Lane	Anderson Road	District 8/9	Chipseal	3.0	-	-	12	5,026	80%	1.08	1.35	**Y**	**1.0**	**Asphalt**
050	Anderson Road	McQueen Lane	Franklin Alexander Road	District 9	Asphalt	8.0	-	-	12	4,956	80%	2.88	1.34	**N**		
051	Hermes Road	Franklin Alexander Road	Contrary Lane	District 9	Aggregate	7.0	-	-	10	4,133	-	-	-	**Y**	**4.0[3]**	**Aggregate**
052	Contrary Lane - C	Old Route 36	Hermes Road	District 9	Chipseal	3.5	Aggregate	3.5	4	1,504	80%	1.61	1.06	**N**		
053	Contrary Lane - B	Old Route 36	Hermes Road	District 8	Chipseal	3.5	Aggregate	3.5	2	776	80%	1.61	0.92	**N**		
054	Contrary Lane - A	Old Route 36**	Hermes Road	District 8	Chipseal	3.5	Aggregate	3.5	1	364	80%	1.61	0.77	**N**		
055	Hermes Road	Contrary Lane	McCarty Road	District 9	Chipseal	3.5	Aggregate	3.5	1	552	80%	1.61	0.85	**N**		
056	Contrary Lane	Hermes Road	Loami Road	District 9	Asphalt	7.0	-	-	5	1,938	80%	2.52	1.12	**N**		

ID	Roadway	From	To	Morgan County Road Jurisdiction	Existing Layer 1		Existing Layer 2		Turbines Served	Total ESALs	Reliability	Existing Structural Number SN_{eff}[1]	Required Structural Number, SN_{req}[2]	Requires Overlay (Yes/No)	Overlay Thickness (inches)	Overlay Material
					Type	Thickness (inches)	Type	Thickness (inches)								
057	McCarty Road	Hermes Road	Loami Road	District 9	Chipseal	4.0	-	-	1	294	80%	1.44	0.73	**N**		
058	Loami Road	Contrary Lane	McCarty Road	District 9	Chipseal	3.0	Aggregate	5.0	3	1,116	80%	1.58	0.99	**N**		
059	Loami Road - A	McCarty Road	Stenemeyer Road	District 9	Chipseal	3.0	Aggregate	5.0	2	752	90%	1.58	0.98	**N**		
060	Loami Road - B	McCarty Road	Stenemeyer Road**	District 9	Chipseal	3.0	Aggregate	5.0	1	411	90%	1.58	0.86	**N**		
061	Contrary Lane	Loami Road	Kenny Road	District 9	Asphalt	4.5	-	-	1	294	80%	1.62	0.73	**N**		
062	Kenny Road	Contrary Lane	McCarty Road	District 9	Chipseal	1.5	Aggregate	2.5	9	3,440	80%	0.79	1.25	**Y**	**1.5**	**Asphalt**
063	Kenny Road	McCarty Road	Burnett Road	District 9	Chipseal	1.5	Aggregate	2.5	8	3,146	80%	0.79	1.23	**Y**	**1.5**	**Asphalt**
064	Kenny Road	Burnett Road	Duewer Road	District 9	Chipseal	1.5	Aggregate	2.5	4	1,620	80%	0.79	1.08	**Y**	**1.0**	**Asphalt**
065	Duewer Road	Kenny Road	Caruthers Road	District 13	Chipseal	2.0	Aggregate	7.0	4	1,551	80%	1.42	1.07	**N**		
066	Duewer Road	Caruthers Road	Grams Road	District 13	Chipseal	2.0	Aggregate	7.0	3	1,186	80%	1.42	1.01	**N**		
067	Duewer Road	Grams Road	Colwell Road	District 13	Chipseal	2.0	Aggregate	7.0	1	575	80%	1.42	0.86	**N**		
068	Duewer Road - A	Colwell Road	Clevenger Road	District 13	Chipseal	2.0	Aggregate	7.0	1	575	80%	1.42	0.86	**N**		
069	Duewer Road - B	Colwell Road	Clevenger Road**	District 13	Chipseal	3.0	Aggregate	5.0	1	505	80%	1.58	0.83	**N**		
071	Burnett Road - A	Kenny Road	Colwell Road	District 9	Aggregate	5.0	-	-	3	1,162	-	-	-	**Y**	**5.0[3]**	**Aggregate**
072	Burnett Road - B	Kenny Road	Colwell Road	District 13	Aggregate	5.0	-	-	2	868	-	-	-	**Y**	**4.0[3]**	**Aggregate**
073	Colwell Road -B	McNeely Road	Burnett Road	District 13	Asphalt	5.5	Aggregate	2.0	2	798	80%	2.18	0.92	**N**		
074	Colwell Road - A	McNeely Road	Burnett Road	District 9/13	Asphalt	5.5	Aggregate	2.0	1	481	80%	2.18	0.82	**N**		
075	McNeely Road	Colwell Road	Clevenger Road**	District 9	Asphalt	6.5	-	-	1	411	80%	2.34	0.79	**N**		
076	Kenny Road	Franklin Alexander Road	Contrary Lane	District 9	Chipseal	1.5	Aggregate	2.5	10	3,851	80%	0.79	1.28	**Y**	**1.5**	**Asphalt**
077	Franklin Alexander Road - A	Kenny Road	Pauls Road	District 9	Asphalt	13.0	-	-	2	658	90%	4.68	0.96	**N**		
078	Franklin Alexander Road - B	Kenny Road	Pauls Road	District 9	Asphalt	13.0	-	-	1	364	90%	4.68	0.84	**N**		
079	Franklin Alexander Road	Pauls Road	Austif Road**	District 9	Asphalt	13.0	-	-	1	364	90%	4.68	0.84	**N**		
080	Kenny Road	Dodsworth Road	Franklin Alexander Road	District 9	Asphalt	4.0	-	-	7	3,447	80%	1.44	1.25	**N**		
081	Dodsworth Road	Kenny Road	Pauls Road*	District 9	Asphalt	3.5	Chipseal	3.5	1	294	80%	2.52	0.73	**N**		
082	Kenny Road	Flinn Road	Dodsworth Road	District 9	Asphalt	4.0	-	-	6	3,083	80%	1.44	1.22	**N**		
083	Kenny Road/Flinn Road	Flinn Road	Dodsworth Road	District 9	Asphalt	4.0	-	-	4	2,237	80%	1.44	1.15	**N**		
084	Flinn Road - A	Kenny Road	O&M/Substation	District 9	Asphalt	5.0	-	-	3	1,732	80%	1.80	1.09	**N**		
085	Flinn Road - B	Kenny Road	O&M/Substation	District 9	Asphalt	5.0	-	-	1	1,004	80%	1.80	0.97	**N**		
086	Franklin Alexander Road	Loami Road	Kenny Road	District 9	Asphalt	13.0	-	-	19	8,095	90%	4.68	1.57	**N**		
087	Loami Road	Schoolhouse Road	Franklin Alexander Road	District 9	Asphalt	4.0	Aggregate	5.0	19	8,165	90%	1.94	1.57	**N**		
088	Loami Road - B	Lukeman Road	Schoolhouse Road	District 9	Asphalt	4.0	Aggregate	5.0	20	8,576	90%	1.94	1.59	**N**		
089	Loami Road - A	Lukeman Road	Schoolhouse Road	District 9	Asphalt	4.0	Aggregate	5.0	21	8,894	90%	1.94	1.60	**N**		
090	Loami Road	Adams Road	Lukeman Road	District 9	Asphalt	4.0	Aggregate	5.0	21	8,894	90%	1.94	1.60	**N**		
091	Loami Road	Orleans Road	Adams Road	District 9	Asphalt	8.3	-	-	21	8,894	90%	2.97	1.60	**N**		
092	Orleans Road	Loami Road	Lukeman Road	District 9	Asphalt	4.0	-	-	1	411	80%	1.44	0.79	**N**		
093	Lukeman Road	Orleans Road	Loami Road**	District 9	Chipseal	1.3	Aggregate	4.0	1	341	80%	0.85	0.75	**N**		
094	Loami Road	Ed Gordon Road	Orleans Road	District 9	Asphalt	8.3	-	-	22	9,374	90%	2.97	1.61	**N**		
095	Loami Road	Davis Road	Ed Gordon Road	District 9	Asphalt	7.0	Aggregate	5.0	23	9,715	90%	3.02	1.62	**N**		
096	Loami Road - B	Pisgah Road	Davis Road	District 9	Asphalt	7.0	Aggregate	5.0	24	10,032	90%	3.02	1.63	**N**		
097	Loami Road - A	Pisgah Road	Davis Road	District 9	Asphalt	7.0	Aggregate	5.0	25	10,444	90%	3.02	1.64	**N**		
098	Pisgah Road	Loami Road	Union Baptist Road	District 9	Asphalt	4.8	Aggregate	9.0	2	845	80%	2.61	0.93	**N**		
099	Union Baptist Road	Pisgah Road	Wood Road	District 9	Asphalt	7.0	-	-	2	776	80%	2.52	0.92	**N**		
100	Union Baptist Road	Wood Road	Ed Gordon Road**	District 9	Asphalt	7.0	-	-	2	776	80%	2.52	0.92	**N**		
101	Pisgah Road	Pisgah Road	Illinois 104	District 9	Asphalt	4.8	Aggregate	9.0	0	0	80%	2.61	0.00	**N**		
102	Pisgah Road	Illinois 104	Barrows Road	District 9	Asphalt	4.8	Aggregate	9.0	11	4,334	80%	2.61	1.31	**N**		
103	Barrows Road	Darley Road	Pisgah Road	District 9	Aggregate	4.0	-	-	10	3,970	-	-	-	**Y**	**7.0[3]**	**Aggregate**
104	Barrows Road	Cully Road	Darley Road	District 9	Aggregate	4.0	-	-	5	2,056	-	-	-	**Y**	**6.0[3]**	**Aggregate**
105	Cully Road	Curry Road**	Barrows Road	District 9	Aggregate	3.0	-	-	2	823	-	-	-	**Y**	**6.0[3]**	**Aggregate**
106	Barrows Road	Hoagland Road**	Cully Road	District 9/10	Aggregate	4.0	-	-	1	411	-	-	-	**Y**	**5.0[3]**	**Aggregate**
107	Darley Road	Barrows Road	Rees Road	District 9	Asphalt	4.0	-	-	5	1,845	80%	1.44	1.10	**N**		
108	Darley Road	Rees Road	Woodson Franklin Road**	District 9	Asphalt	4.0	-	-	1	294	80%	1.44	0.73	**N**		
109	Rees Road - B	Hoagland Road	Darley Road	District 9	Asphalt	5.5	-	-	3	1,187	80%	1.98	1.01	**N**		
110	Rees Road - A	Hoagland Road**	Darley Road	District 9/10	Asphalt	5.5	-	-	2	893	80%	1.98	0.95	**N**		
111	Barrows Road	Pisgah Road	Wood Road	District 9	Aggregate	4.0	-	-	0	0	-	-	-	**N**		
112	Wood Road	Illinois 104	Barrows Road	District 9	Chipseal	3.0	-	-	9	3,840	80%	1.08	1.29	**Y**	**1.0**	**Asphalt**

ID	Roadway	From	To	Morgan County Road Jurisdiction	Existing Layer 1		Existing Layer 2		Turbines Served	Total ESALs	Reliability	Existing Structural Number SN_{eff}[1]	Required Structural Number, SN_{req}[2]	Requires Overlay (Yes/No)	Overlay Thickness (inches)	Overlay Material
					Type	Thickness (inches)	Type	Thickness (inches)								
113	Wood Road	Barrows Road	Yording Road	District 9	Chipseal	3.0	-	-	9	3,840	80%	1.08	1.29	**Y**	**1.0**	**Asphalt**
114	Yording Road	Wood Road	Bills Road	District 9	Asphalt	4.0	-	-	8	3,476	80%	1.44	1.27	**N**		
115	Bills Road	Yording Road	Rees Road	District 9	Asphalt	6.0	-	-	7	3,019	80%	2.16	1.23	**N**		
116	Bills Road - A	Rees Road	Woodson Franklin Road	District 9	Asphalt	6.0	-	-	7	3,019	80%	2.16	1.23	**N**		
117	Bills Road - B	Rees Road	Woodson Franklin Road	District 9	Asphalt	6.0	-	-	5	2,313	80%	2.16	1.17	**N**		
118	Woodson Franklin Road	N Durbin Lane	Bills Road	District 9	Asphalt	10.0	-	-	2	963	90%	3.60	1.04	**N**		
119	N Durbin Lane	Ransdell Road**	Woodson Franklin Road	District 9	Aggregate	3.0	-	-	1	388	-	-	-	**Y**	**6.0**[3]	**Aggregate**
120	Woodson Franklin Road	Bills Road	Wohlers Lane	District 9	Asphalt	10.0	-	-	3	1,212	90%	3.60	1.12	**N**		
121	Woodson Franklin Road	Wohlers Lane	Oxley Road	District 9	Asphalt	10.0	-	-	3	1,212	90%	3.60	1.12	**N**		
122	Oxley Road	Woodson Franklin Road	Chau Ox Lane**	District 9	Chipseal	1.8	Aggregate	5.0	1	294	80%	1.13	0.73	**N**		
123	Woodson Franklin Road	Oxley Road	Rees Station Road	District 9	Asphalt	13.0	-	-	2	872	90%	4.68	1.06	**N**		
124	Woodson Franklin Road	Rees Station Road	Chaudoin Road	District 9	Asphalt	13.0	-	-	1	461	90%	4.68	0.92	**N**		
125	Old Route 36	Interstate 72	Fox Lane	District 8	Asphalt	7.0	Aggregate	7.0	0	372	90%	3.22	0.84	**N**		
126	Old Route 36	Fox Lane	Arnold Road	District 8	Asphalt	7.0	Aggregate	7.0	0	372	90%	3.22	0.84	**N**		
127	Old Route 36	Arnold Road	Witty Road	District 8	Asphalt	7.0	Aggregate	7.0	0	372	90%	3.22	0.84	**N**		
129	Loami Road	Illinois 104	Pisgah Road	District 9	Asphalt	7.0	Aggregate	5.0	27	11,359	90%	3.02	1.67	**N**		
130	Woodson Franklin Road	Chaudoin Road	Stewart Road	District 9	Asphalt	13.0	-	-	1	554	90%	4.68	0.92	**N**		
131	Woodson Franklin Road	Stewart Road	Ranson Road	District 9	Asphalt	13.0	-	-	1	554	90%	4.68	0.92	**N**		
132	Ranson Road	Buck Lane**	Woodson Franklin Road	District 9	Chipseal	1.8	-	-	1	484	80%	0.63	0.82	**Y**	**1.0**	**Asphalt**
133	Rees Station Road	Rees Road**	Woodson Franklin Road	District 9	Asphalt	8.5	Aggregate	7.0	1	435	90%	3.76	0.87	**N**		

[1]Based on Road Boring Logs

[2]Estimated from AASHTO Flexible Pavement Structural Number Design Equation

[3]Estimated from Giroud-Han Method

Table 3
Capacity Analysis for Existing Composite Roads - 3.9% CBR

ID	Roadway	From	To	Morgan County Road Jurisdiction	Existing Layer 1		Existing Layer 2		Turbines Served	Total ESALs	Estimated Modulus of Subgrade Reaction (pci)[1]	Existing Effective Slab Thickness (in)[2]	Required Effective Slab Thickness (in)[3]	Requires Overlay (Yes/No)	Overlay Thickness (inches)	Overlay Material
					Type	Thickness (inches)	Type	Thickness (inches)								
026	County Highway 123	Old State Road	Robin Road	Morgan County	Asphalt	4.0	Concrete	10.0	26	12,236	301	10.45	4.78	**N**		
027	County Highway 123	Robin Road	Interstate 72	Morgan County	Asphalt	4.0	Concrete	10.0	31	14,174	301	10.45	4.96	**N**		
028	County Highway 123	Interstate 72	Old Route 36	Morgan County	Asphalt	7.5	Concrete	6.8	28	12,948	301	9.33	4.85	**N**		

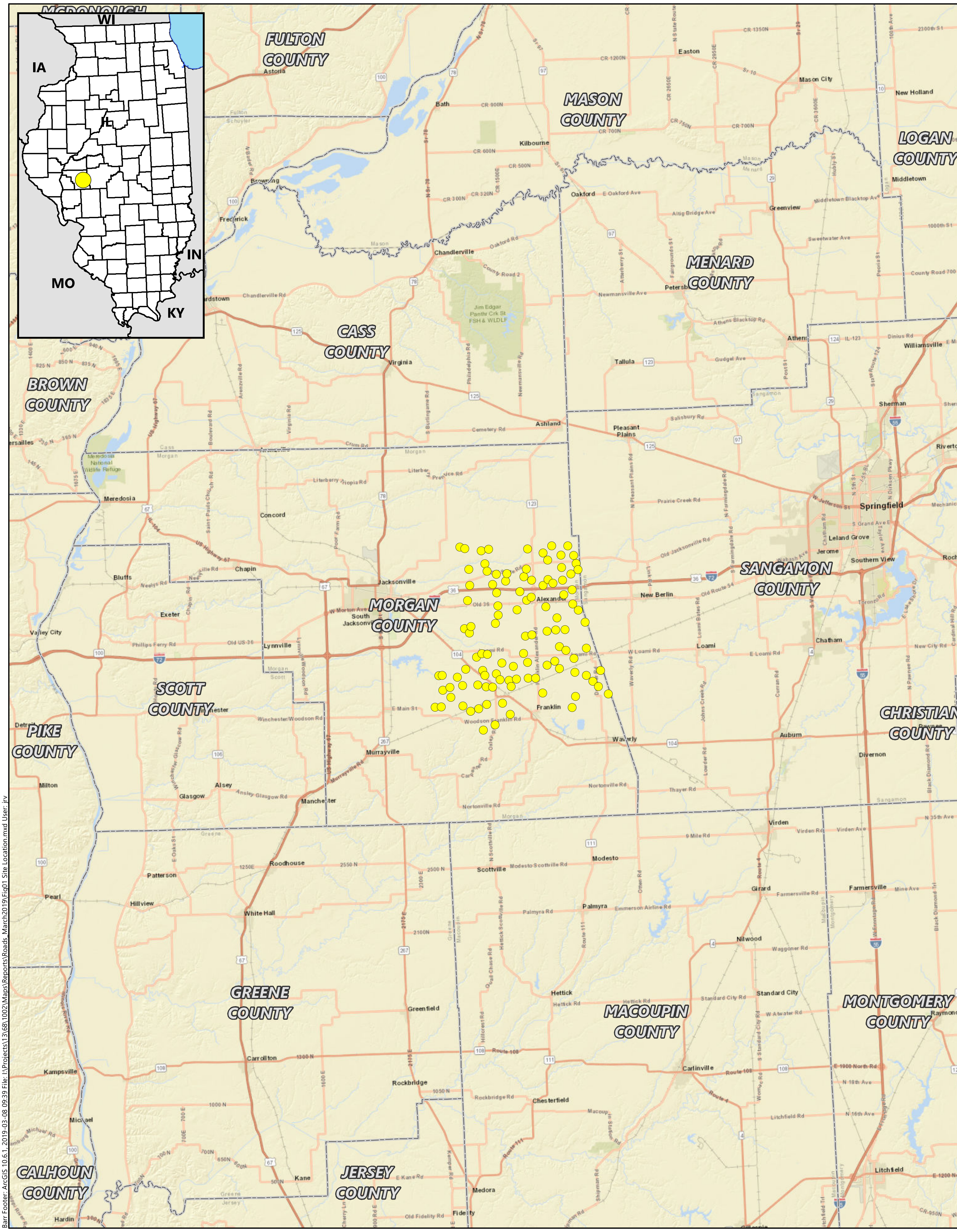
[1]Estimated from Equation 12.22 in *Pavement Analysis and Design* (Huang, 2004)
[2]Based on Road Boring Logs and Estimated from AASHTO Method for Capacity Evaluation of Composite Roads
[3]Estimated from AASHTO Method for Capacity Evaluation of Composite Roads

Table 4
Capacity Analysis for Existing Composite Roads - 4.2% CBR

ID	Roadway	From	To	Morgan County Road Jurisdiction	Existing Layer 1		Existing Layer 2		Turbines Served	Total ESALs	Estimated Modulus of Subgrade Reaction (pci)[1]	Existing Effective Slab Thickness (in)[2]	Required Effective Slab Thickness (in)[3]	Requires Overlay (Yes/No)	Overlay Thickness (inches)	Overlay Material
					Type	Thickness (inches)	Type	Thickness (inches)								
026	County Highway 123	Old State Road	Robin Road	Morgan County	Asphalt	4.0	Concrete	10.0	26	12,236	324	10.45	4.67	**N**		
027	County Highway 123	Robin Road	Interstate 72	Morgan County	Asphalt	4.0	Concrete	10.0	31	14,174	324	10.45	4.86	**N**		
028	County Highway 123	Interstate 72	Old Route 36	Morgan County	Asphalt	7.5	Concrete	6.8	28	12,948	324	9.33	4.74	**N**		

[1]Estimated from Equation 12.22 in *Pavement Analysis and Design* (Huang, 2004)
[2]Based on Road Boring Logs and Estimated from AASHTO Method for Capacity Evaluation of Composite Roads
[3]Estimated from AASHTO Method for Capacity Evaluation of Composite Roads

Figures



Turbine Location (Layout 31 - 1/17/2019)

County Boundary

Miles

6 0 6

Kilometers

10 0 10

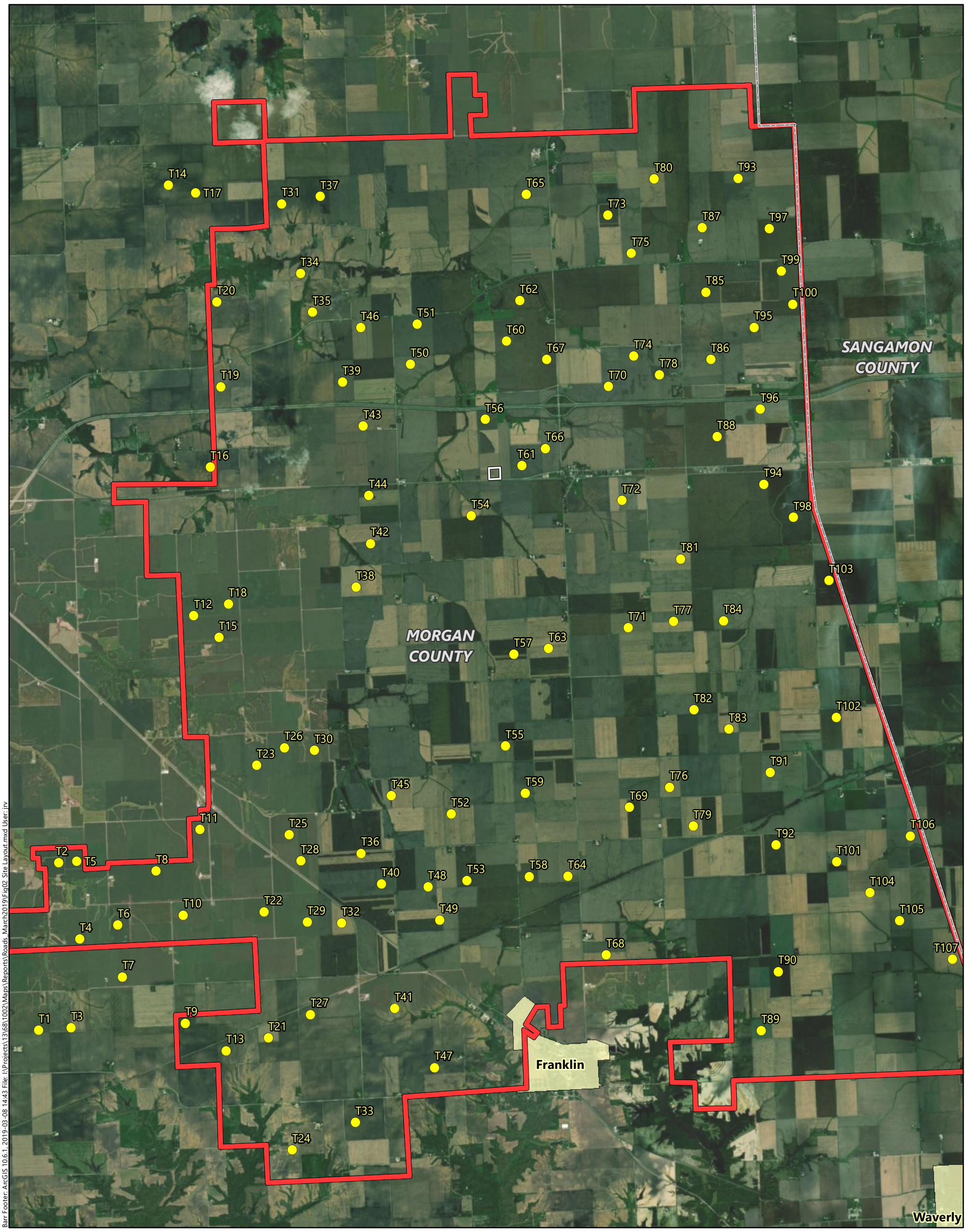
Figure 1

SITE LOCATION

Lincoln Land Wind Project

Apex Clean Energy

Morgan County, Illinois



Barr Footer: ArcGIS 10.6.1, 2019-03-08 14:43 File: I:\Projects\13\68\1002\Maps\Reports\Roads_March2019\Fig02_Site Layout.mxd User: jrv

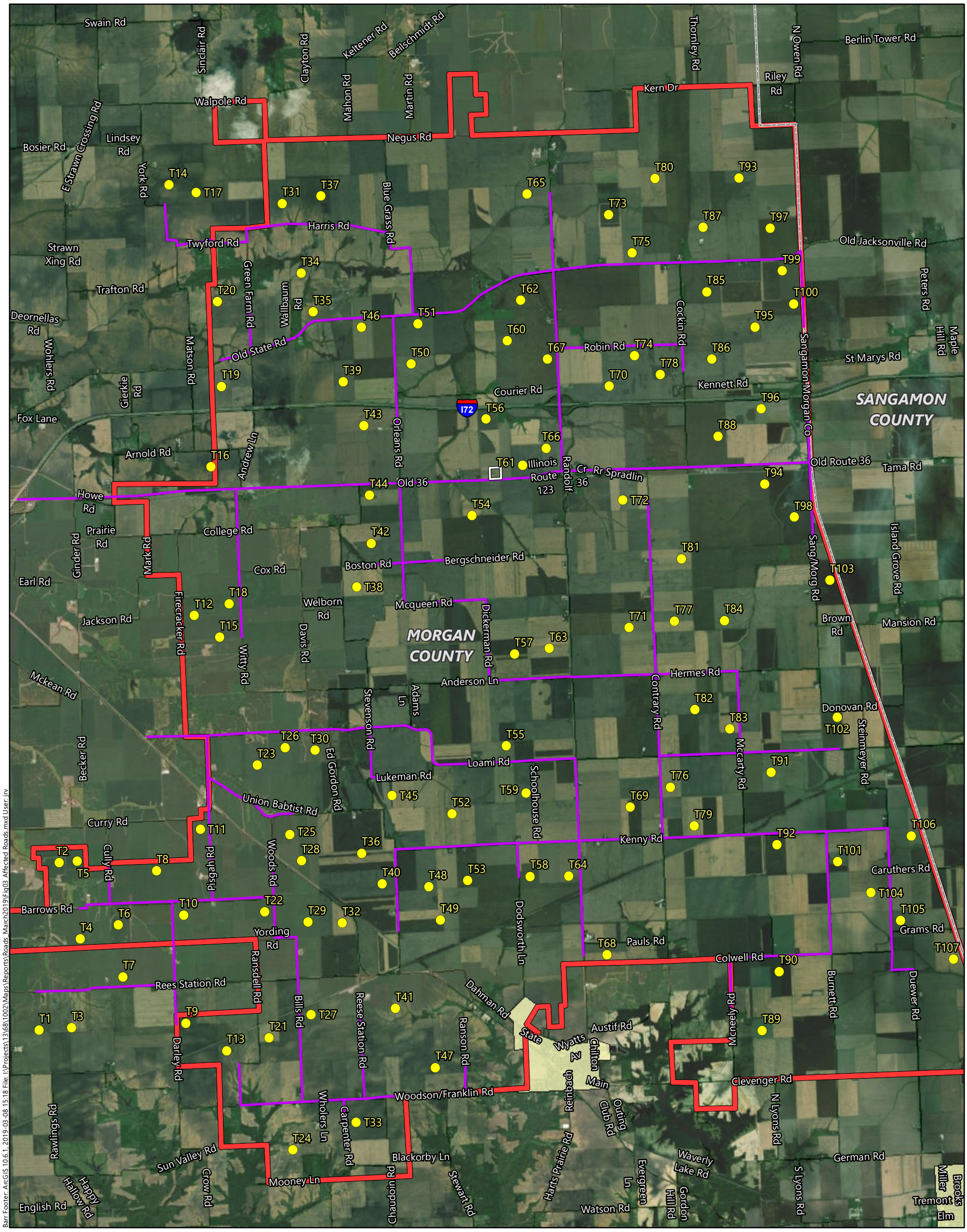
- Turbine Location (Layout 31 - 1/17/2019)
- Laydown Yard
- Project Boundary
- Municipal Boundary
- County Boundary

Feet
6,000 0 6,000

Meters
2,000 0 2,000

Figure 2

SITE LAYOUT
Lincoln Land Wind Project
Apex Clean Energy
Morgan County, Illinois



Barr Footer: ArcGIS 10.6.1 2019-03-08 15:18 File: I:\Projects\13\68\1002\Maps\Reports\Roads_March2019\Fig03_Affected Roads.mxd User: jrv

- Turbine Location (Layout 31 - 1/17/2019)
- Laydown Yard
- Affected Roads
- Project Boundary
- Municipal Boundary
- County Boundary

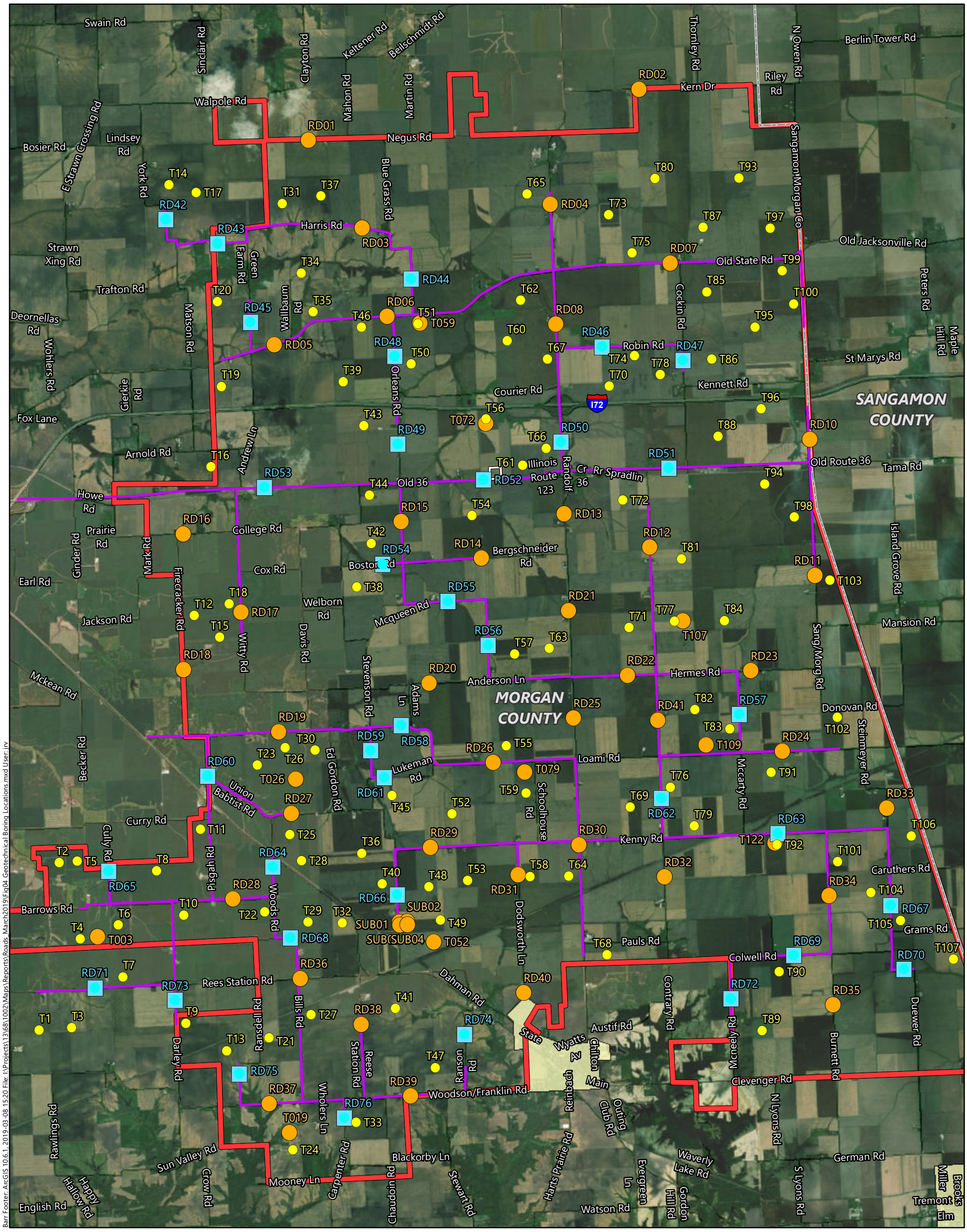
N

Feet
6,000 0 6,000

Meters
2,000 0 2,000

Figure 3

AFFECTED ROADS
Lincoln Land Wind Project
Apex Clean Energy
Morgan County, Illinois



Barr Footer: ArcGIS 10.6.1, 2019-03-08 15:20 File: I:\Projects\13\68\1002\Maps\Reports\Roads_March2019\Fig04 Geotechnical Boring Locations.mxd User: jrv

- Turbine Location (Layout 31 - 1/17/2019)
- Geotechnical Boring Location (August, 2018)
- Geotechnical Boring Location (February 2019)
- Laydown Yard
- Affected Roads
- Project Boundary
- Municipal Boundary
- County Boundary

N

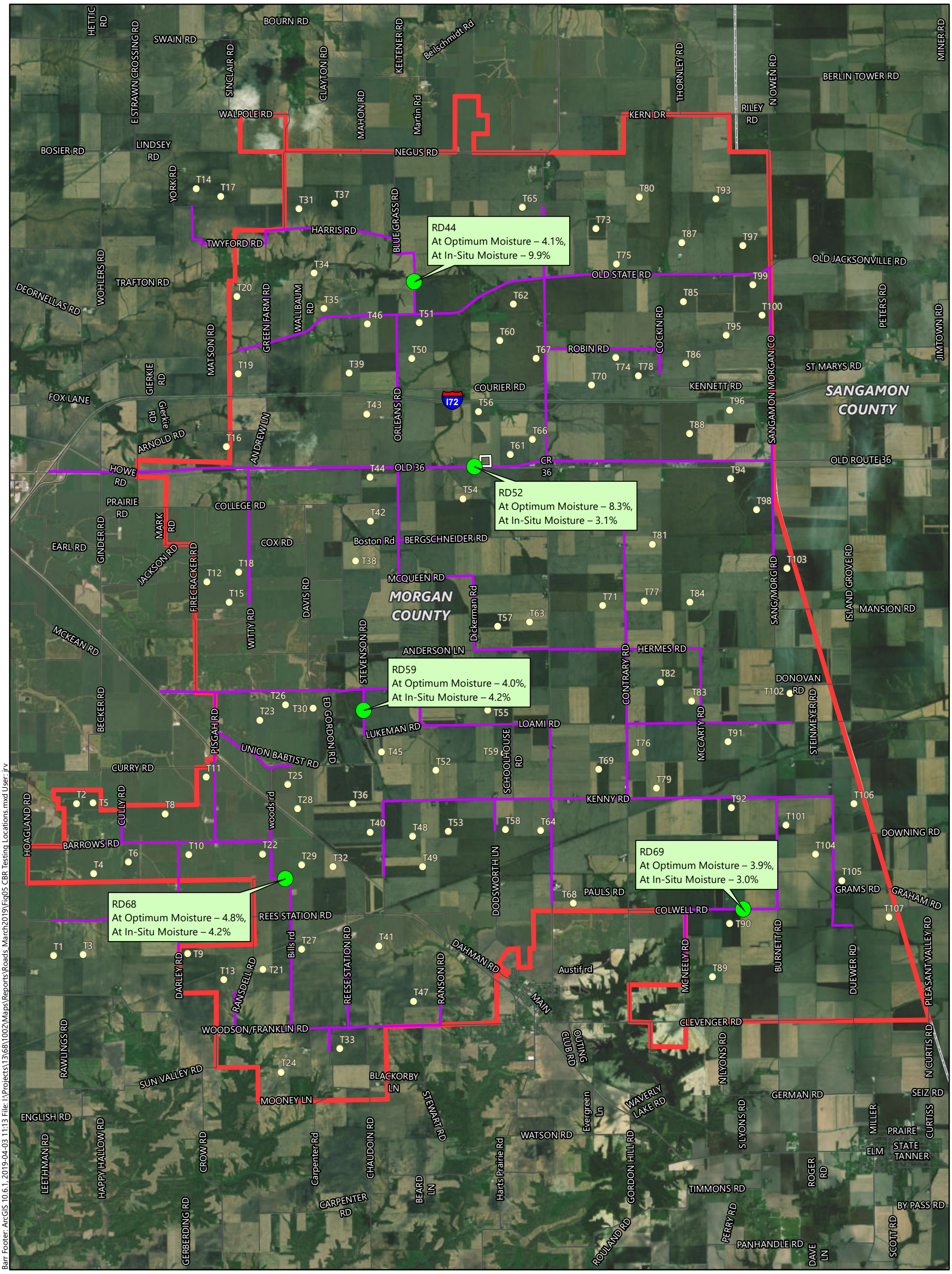
Feet
6,000 0 6,000

Meters
2,000 0 2,000

Figure 4

GEOTECHNICAL BORING LOCATIONS

Lincoln Land Wind Project
Apex Clean Energy
Morgan County, Illinois



Turbine Location (v30, 1/17/2019)

2019 Road CBR Sample Location

Laydown Yard

Affected Roads

Project Boundary

County Boundary

Miles

1.25 0 1.25

Kilometers

2 0 2

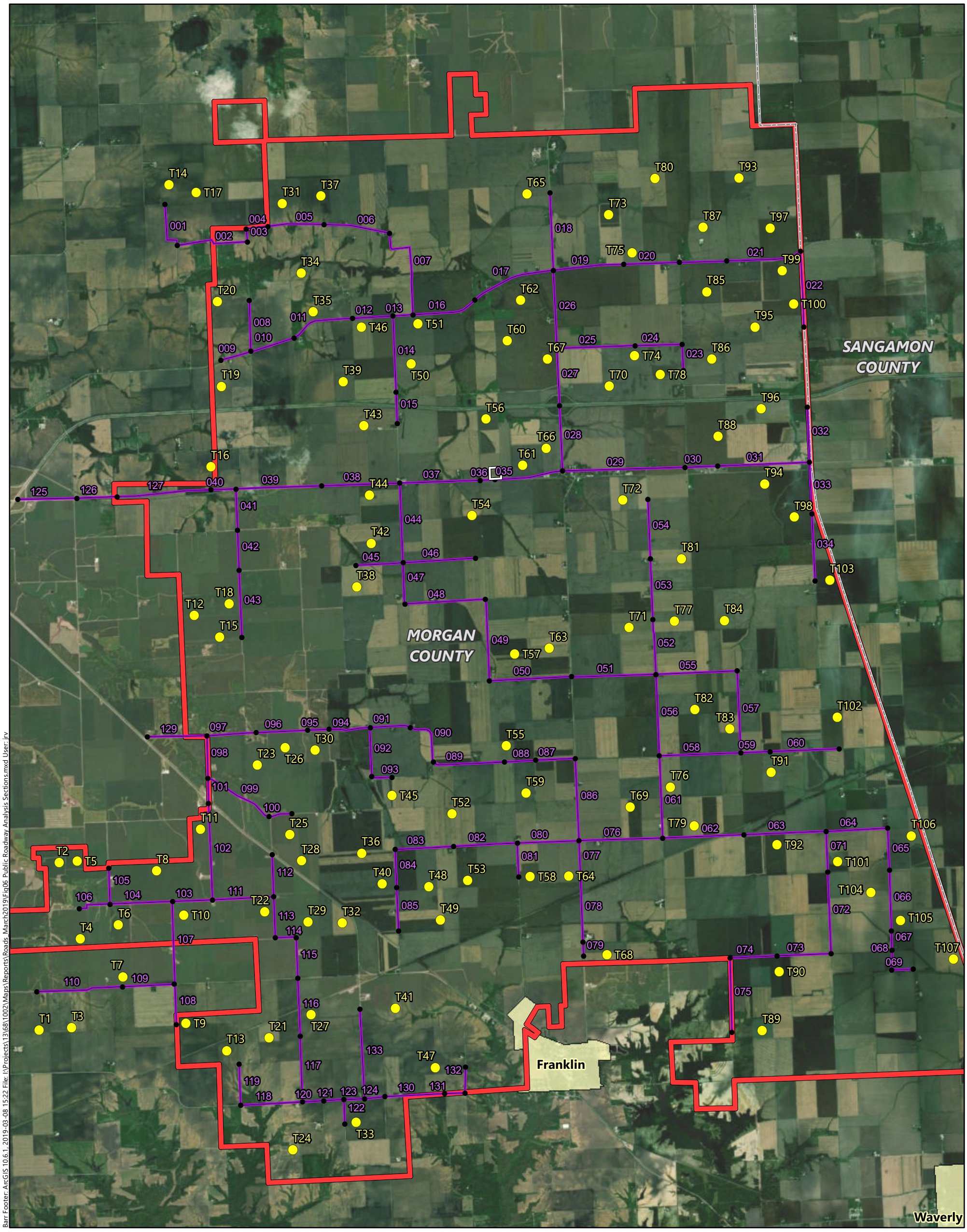
Figure 5

CBR TESTING LOCATIONS

Lincoln Land Wind Project

Apex Clean Energy

Morgan County, Illinois



Barr Footer: ArcGIS 10.6.1, 2019-03-08 15:22 File: I:\Projects\13\68\1002\Maps\Reports\Roads_March2019\Fig06 Public Roadway Analysis Sections.mxd User: jrv

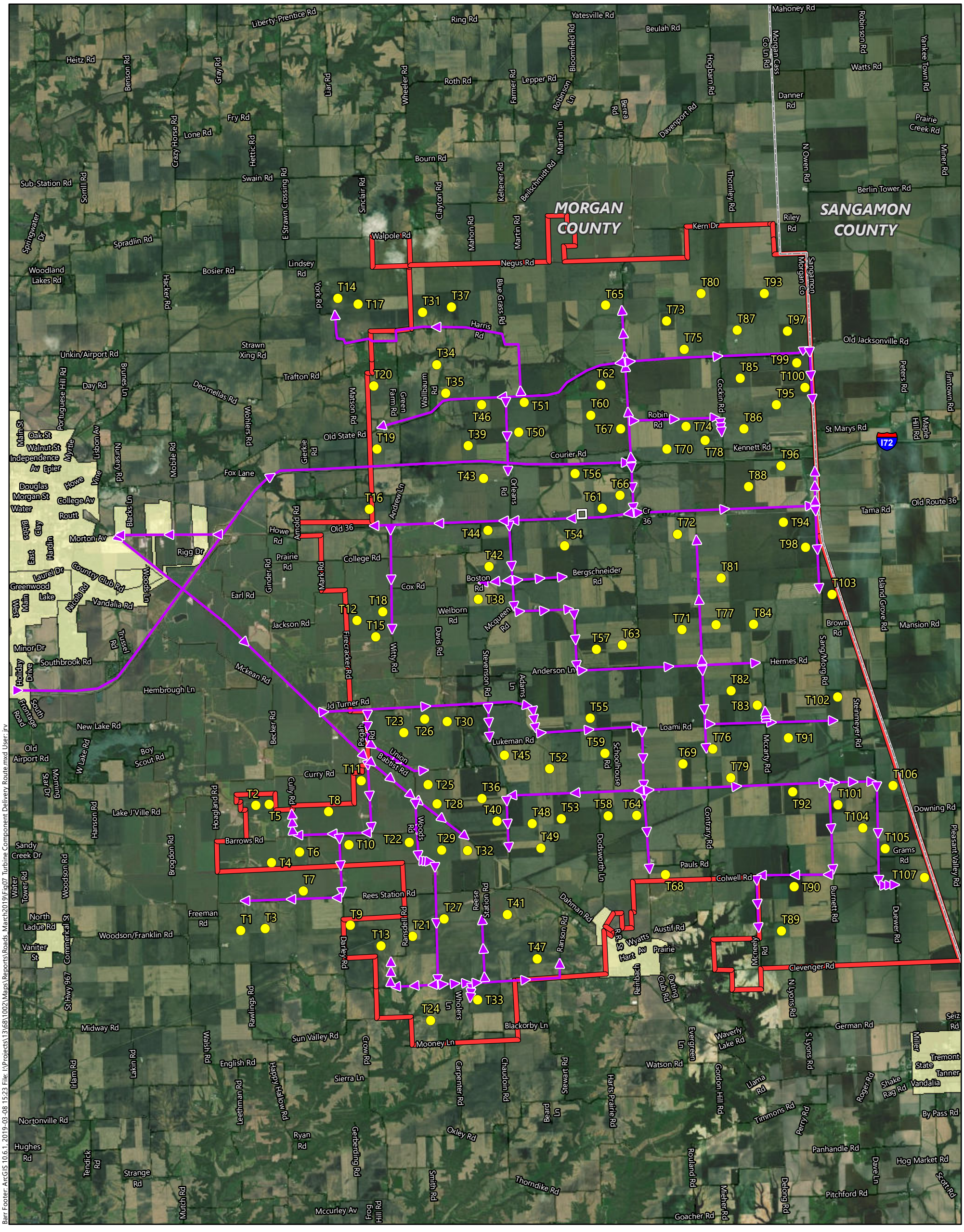
- Turbine Location (Layout 31 - 1/17/2019)
- Laydown Yard
- Public Roadway Analysis Sections
- Project Boundary
- Municipal Boundary
- County Boundary

Feet
6,000 0 6,000

Meters
2,000 0 2,000

Figure 6

PUBLIC ROADWAYS ANALYSIS SECTIONS
Lincoln Land Wind Project
Apex Clean Energy
Morgan County, Illinois



Turbine Location (Layout 31 - 1/17/2019)

Laydown Yard

Delivery Route

Project Boundary

Municipal Boundary

County Boundary

Feet

8,000 0 8,000

Meters

2,000 0 2,000

Figure 7

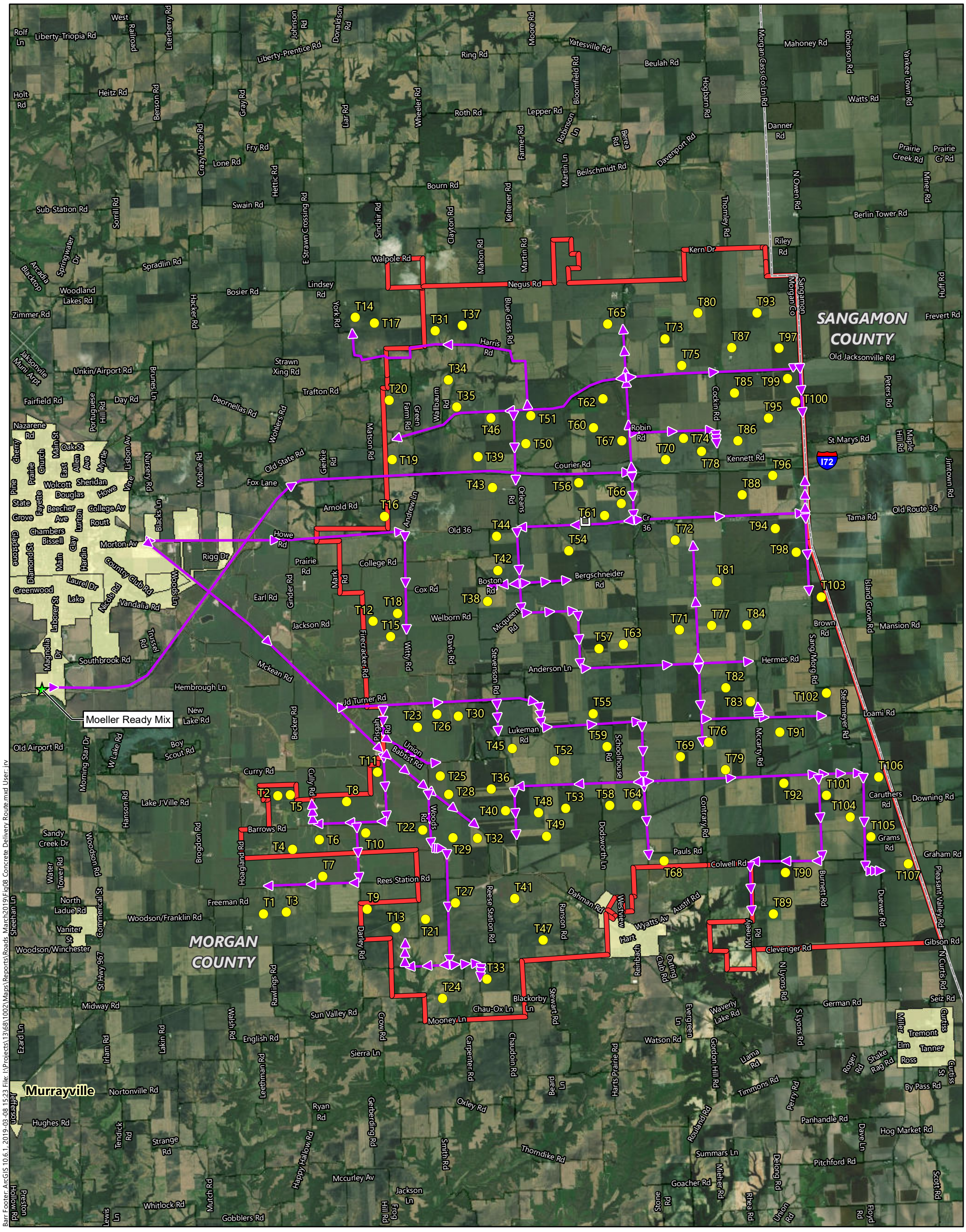
TURBINE COMPONENT DELIVERY ROUTE

Lincoln Land Wind Project

Apex Clean Energy

Morgan County, Illinois

Barr Footer: ArcGIS 10.6.1, 2019-03-08 15:23 File: I:\Projects\13\68\1002\Maps\Reports\Roads_March2019\Fig07_Turbine Component Delivery Route.mxd User: jrv



Barr Footer: ArcGIS 10.6.1, 2019-03-08 15:23 File: I:\Projects\13\68\1002\Maps\Reports\Roads_March2019\Fig08 Concrete Delivery Route.mxd User: jrv

- Turbine Location (Layout 31 - 1/17/2019)
- Moeller Ready Mix
- Laydown Yard
- Delivery Route
- Project Boundary
- Municipal Boundary
- County Boundary

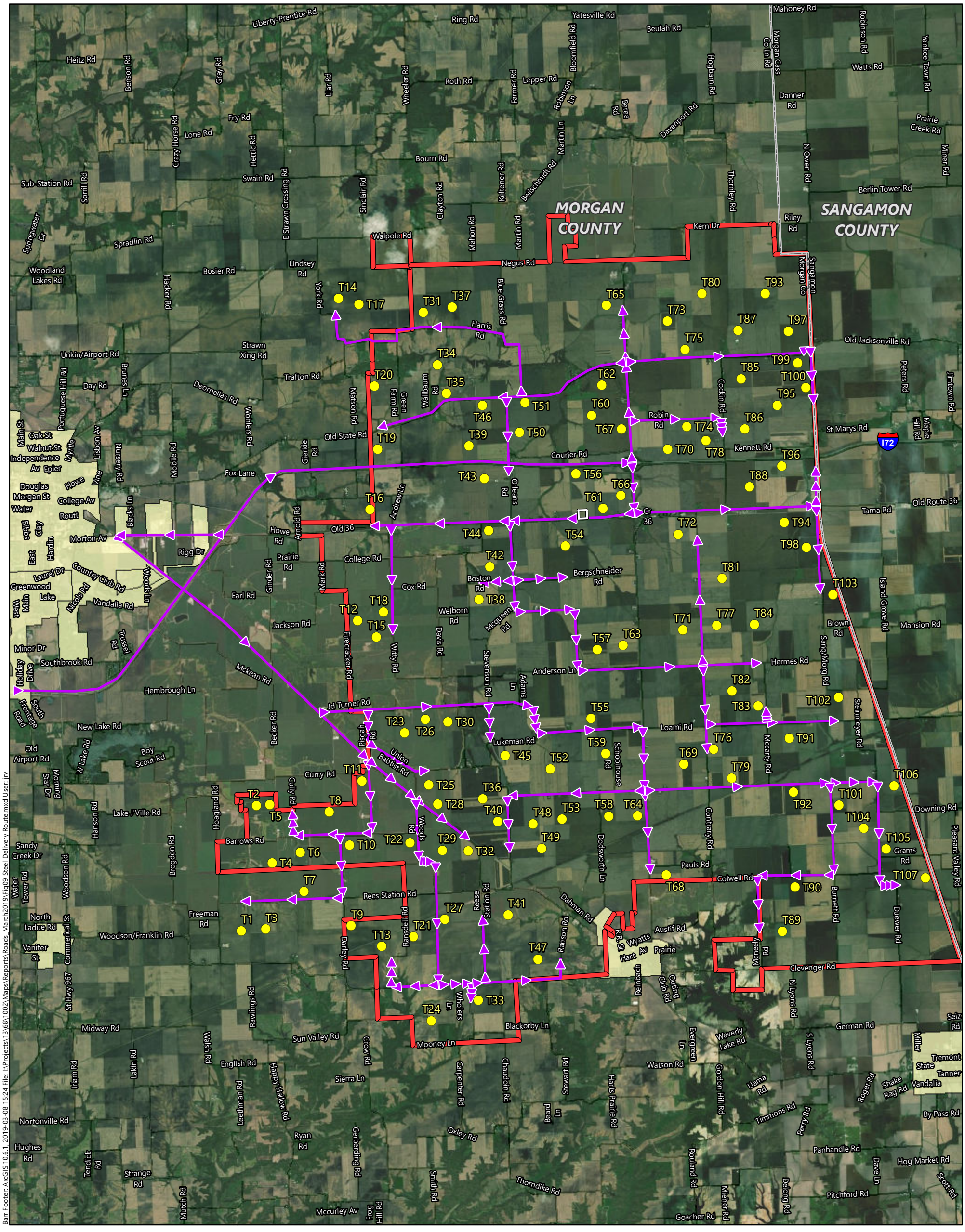
Feet
8,500 0 8,500

Meters
3,000 0 3,000

Figure 8

CONCRETE DELIVERY ROUTE

Lincoln Land Wind Project
Apex Clean Energy
Morgan County, Illinois



Barr Footer: ArcGIS 10.6.1, 2019-03-08 15:24 File: I:\Projects\13\68\1002\Maps\Reports\Roads_March2019\Fig09 Steel Delivery Route.mxd User: jrv

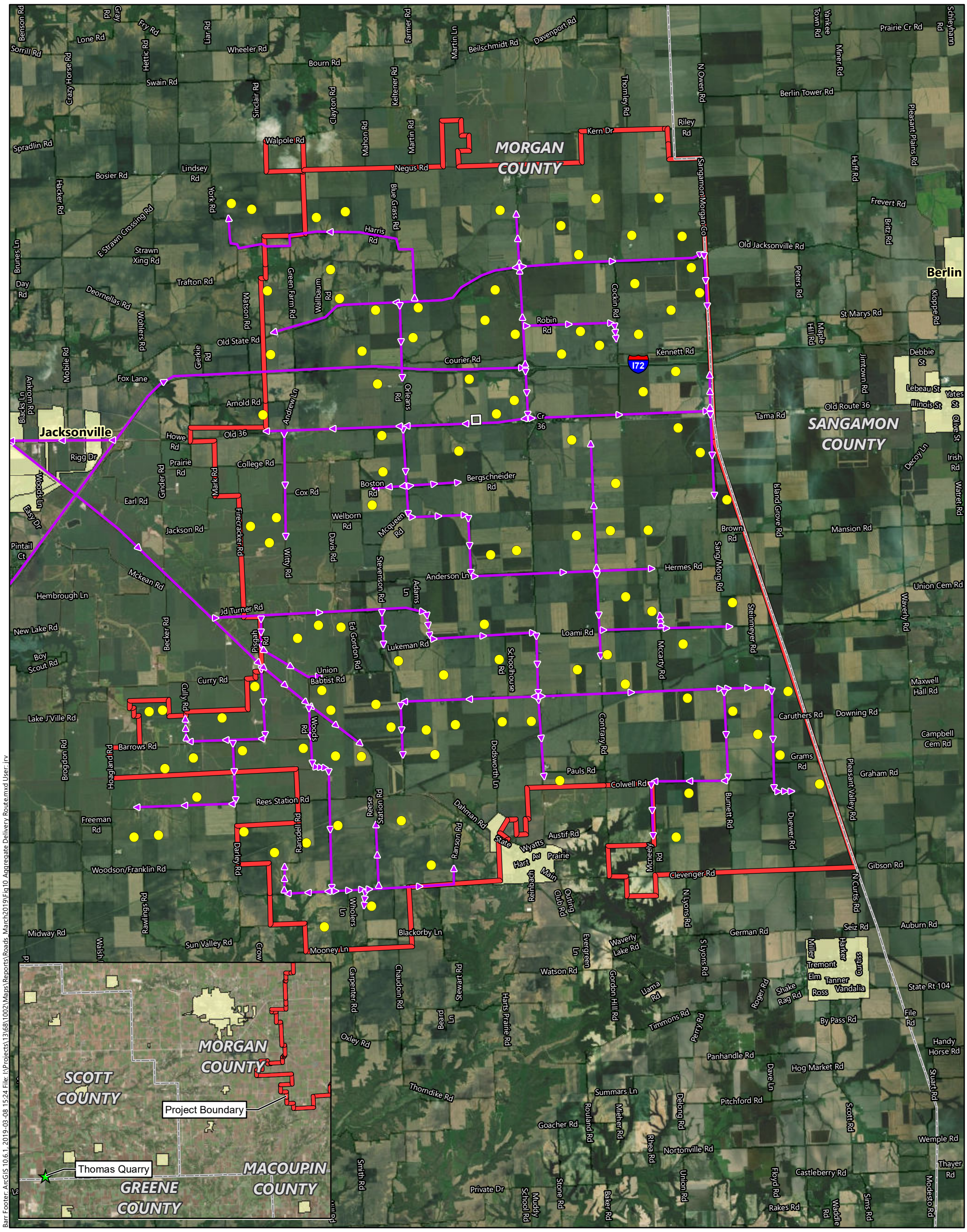
- Turbine Location (Layout 31 - 1/17/2019)
- Laydown Yard
- Delivery Route
- Project Boundary
- Municipal Boundary
- County Boundary

Feet
8,000 0 8,000

Meters
2,000 0 2,000

Figure 9

STRUCTURAL STEEL DELIVERY ROUTE
Lincoln Land Wind
Project Apex Clean Energy
Morgan County, Illinois



Turbine Location (Layout 31 - 1/17/2019)

Thomas Quarry

Laydown Yard

Delivery Route

Project Boundary

Municipal Boundary

County Boundary

Feet

8,000 0 8,000

Meters

2,000 0 2,000

Figure 10

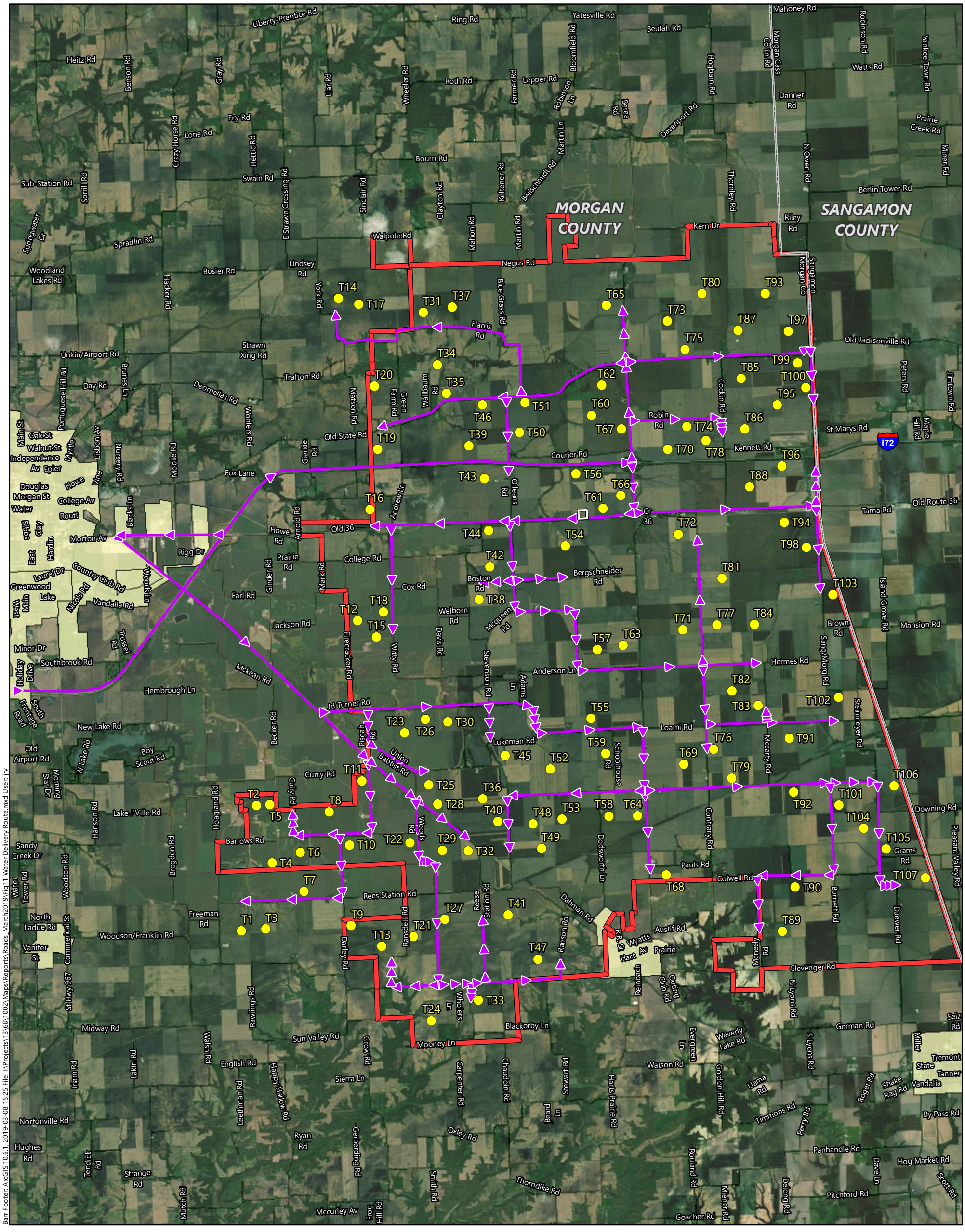
AGGREGATE DELIVERY ROUTE

Lincoln Land Wind Project

Apex Clean Energy

Morgan County, Illinois

Barr Footer: ArcGIS 10.6.1, 2019-03-08 15:24 File: I:\Projects\1368\1002\Maps\Reports\Roads_March2019\Fig10_Aggregate Delivery Route.mxd User: jrv



Barr Footer: ArcGIS 10.6.1, 2019-03-08 15:25 File: I:\Projects\13\68\1002\Maps\Reports\Roads_March2019\Fig11 Water Delivery Route.mxd User: jrv

- Turbine Location (Layout 31 - 1/17/2019)
- Laydown Yard
- Delivery Route
- Project Boundary
- Municipal Boundary
- County Boundary

Feet
8,000 0 8,000

Meters
2,000 0 2,000

Figure 11

WATER DELIVERY ROUTE
Lincoln Land Wind Project
Apex Clean Energy
Morgan County, Illinois

Appendix A

Road Borings

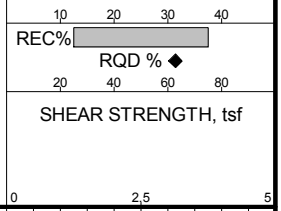
Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD42

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4406407.6m, E:745722.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 2-inches thick.						
		POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 2-inches thick.	0.2ft					
	0.5	LEAN CLAY (LOESS): dark brown/black; moist; very stiff.	0.3ft					
	1.0							
	1.5							
	2.0					1	75	19
	2.5							
	3.0	LEAN CLAY (LOESS): brown; moist; very stiff; some orange and black mottling.	3.0ft					
	3.5							
	4.0					2	75	16
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/6/19 9:30 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/6/19 9:45 am	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 33°F, Overcast, Breezy

M:\GINT\PROJECTS\13681002.03_LINCOLN LAND ROAD EVAL2.GPJ BARRLIBRARY.GLB BOREHOLE LOG REPORT BARR TEMPLATE.GDT

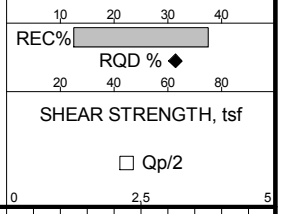
Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD43

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4405934.6m, E:746742.9m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 3-inches thick.					
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 2-inches thick. 0.3ft 0.4ft					
		LEAN CLAY (LOESS): dark brown to brown; moist; stiff to very stiff.					
	1.0						
	1.5						
	2.0				1	67	14
	2.5						
	3.0						
	3.5						
	4.0				2	63	17
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/6/19 9:55 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/6/19 10:10 am	▼ End of Drilling Dry	
Logged By:	ZJN	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 33°F, Overcast, Breezy

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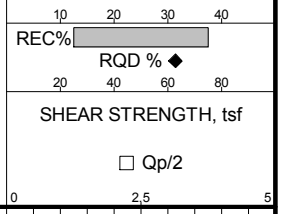
Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD44

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4405228.5m, E:750563.3m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 5.5-inches thick.						
	0.5	LEAN CLAY (LOESS): dark brown; moist; stiff; trace sand.	0.5ft					
	1.0							
	1.5	LEAN CLAY (LOESS): brown and gray; moist; hard; some sand; trace gravel.	1.5ft					
	2.0					1	67	10
	2.5							
	3.0							
	3.5							
	4.0					2	83	36
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/6/19 10:50 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/6/19 11:15 am	▼ End of Drilling Dry	
Logged By:	ZJN	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 33°F, Overcast, Breezy

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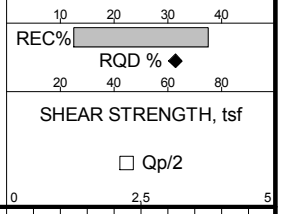
Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD45

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4404377.7m, E:747394.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 4-inches thick.					
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 3-inches thick. 0.3ft					
		LEAN CLAY (LOESS): dark brown/black; moist; very stiff. 0.6ft					
	1.0						
	1.5						
	2.0				1	67	25
	2.5						
	3.0						
	3.5	LEAN CLAY (LOESS): brown and gray; moist; hard; some orange mottling; trace coarse sand. 3.5ft					
	4.0				2	75	38
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/6/19 10:20 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/6/19 10:40 am	▼ End of Drilling Dry	
Logged By:	ZJN	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 33°F, Overcast, Breezy

M:\GINT\PROJECTS\13681002.03_LINCOLN LAND ROAD EVAL2.GPJ BARRLIBRARY.GLB BOREHOLE LOG REPORT BARR TEMPLATE.GDT

Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD46

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4403897.7m, E:754329.7m	Completion Depth:	5.0 ft
Datum:	NAD83		

Surface Elev.:

Depth, feet	MATERIAL DESCRIPTION		Sample No.	% Recovery	SPT, N value or RQD %
0.0	ASPHALT: black; 3-inches thick.				
	POORLY GRADED GRAVEL WITH SAND: brownish gray; moist; 5-inches thick.	0.3ft			
0.5	LEAN CLAY (LOESS): dark brown/black; moist; stiff.	0.7ft			
1.0					
1.5	LEAN CLAY (LOESS): brown and gray; moist; stiff.	1.5ft			
2.0			1	58	13
2.5					
3.0					
3.5					
4.0			2	100	9
4.5					
5.0	Bottom of Boring at 5.0 feet	5.0ft			

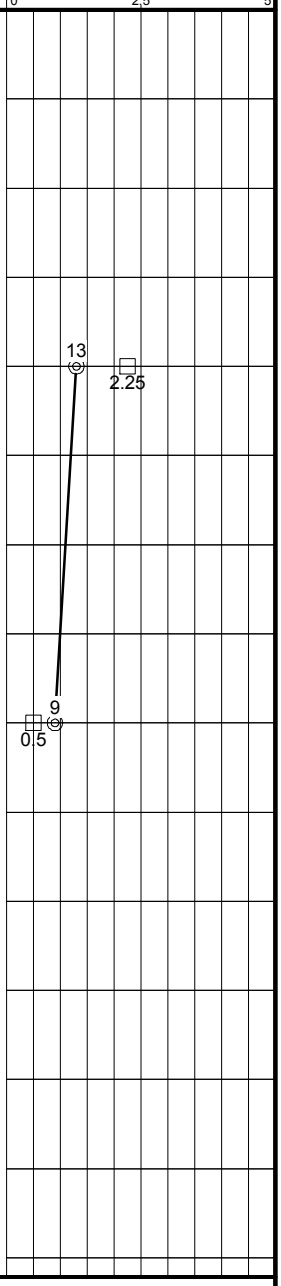
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	2/9/19 2:05 pm	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/6/19 2:20 pm	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 35°F, Overcast, Breezy

M:\GINT\PROJECTS\13681002.03_LINCOLN LAND ROAD EVAL2.GPJ BARRLIBRARY.GLB BOREHOLE LOG REPORT BARR TEMPLATE.GDT

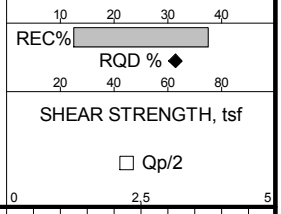
Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD47

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4403628.6m, E:755924.2m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 3-inches thick.						
		LEAN CLAY (LOESS): dark brown/black; moist; stiff.	0.3ft					
	0.5							
	1.0							
	1.5							
	2.0	LEAN CLAY (LOESS): brown and gray; moist; very stiff.	2.0ft			1	67	10
	2.5							
	3.0							
	3.5							
	4.0					2	67	16
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/6/19 1:50 pm	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/6/19 2:00 pm	▼ End of Drilling Dry	
Logged By:	ZJN	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 35°F, Overcast, Breezy

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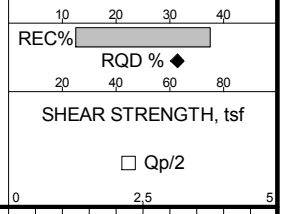
Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD48

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4403708.0m, E:750237.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 3.5-inches thick.						
		POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 3-inches thick.	0.3ft					
	0.5	LEAN CLAY (LOESS): dark brown/black; moist; very stiff; trace fine sand.	0.5ft					
	1.0							
	1.5							
	2.0					1	67	20
	2.5							
	3.0							
	3.5	LEAN CLAY (LOESS): brown; moist; very stiff; some black and orange mottling; trace fine sand.	3.5ft					
	4.0					2	100	18
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/6/19 11:25 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/6/19 11:45 am	▼ End of Drilling Dry	
Logged By:	ZJN	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 33°F, Overcast, Breezy

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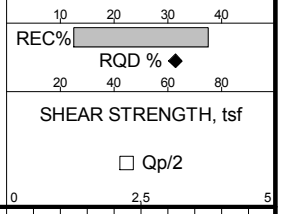
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD49

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4401974.6m, E:750298.8m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 4.25-inches thick.						
	0.5	LEAN CLAY (LOESS): dark brown/black; moist; very stiff.	0.4ft					
	1.0							
	1.5							
	2.0					1	75	17
	2.5	LEAN CLAY (LOESS): brown and gray; moist; very stiff; some black and orange mottling.	2.5ft					
	3.0							
	3.5							
	4.0					2	83	17
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/6/19 11:50 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/6/19 12:05 pm	▼ End of Drilling Dry	
Logged By:	ZJN	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 33°F, Overcast, Breezy

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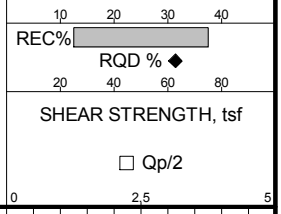
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD50

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4402016.4m, E:753517.5m	Completion Depth:	5.2 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 7.5-inches thick.						
	0.5	CONCRETE: gray; 6.75-inches thick.	0.6ft					
	1.0	LEAN CLAY (LOESS): dark brown/black; moist; stiff.	1.2ft					
	1.5							
	2.0					1	79	9
	2.5							
	3.0	LEAN CLAY (LOESS): gray and brown; moist; stiff; some black and orange mottling; some silt.	3.0ft					
	3.5							
	4.0					2	75	10
	4.5							
	5.0							
		Bottom of Boring at 5.2 feet	5.2ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 7:30 am	Water Levels (ft)	Remarks: Center of southbound lane
Date Boring Completed:	2/7/19 7:50 am	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 28°F, Light Rain, Breezy

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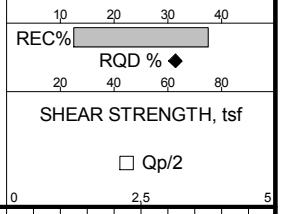
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD51

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4401506.4m, E:755647.1m	Completion Depth:	5.1 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 8.5-inches thick.						
	0.5							
		POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 5-inches thick.	0.7ft					
	1.0	LEAN CLAY (LOESS): dark brown/black; moist; stiff.	1.1ft					
	1.5							
	2.0					1	75	9
	2.5							
	3.0	LEAN CLAY (LOESS): brown and gray; moist; very stiff; trace fine sand.	3.0ft					
	3.5							
	4.0					2	58	16
	4.5							
	5.0							
		Bottom of Boring at 5.1 feet	5.1ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/6/19 1:20 pm	Water Levels (ft)	Remarks: Center of eastbound lane
Date Boring Completed:	2/6/19 1:35 pm	▼ End of Drilling Dry	
Logged By:	ZJN	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 34°F, Overcast, Breezy

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Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD52

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4401273.3m, E:751989.5m	Completion Depth:	5.0 ft
Datum:	NAD83		

Surface Elev.:

Depth, feet	MATERIAL DESCRIPTION		Sample No.	% Recovery	SPT, N value or RQD %
0.0	ASPHALT: black; 6.5-inches thick.				
0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 4-inches thick.	0.5ft			
1.0	LEAN CLAY (LOESS): dark brown to brown; moist; stiff.	0.9ft			
2.0			1	75	11
3.0	LEAN CLAY (LOESS): brown and gray; moist; stiff; trace fine sand.	3.0ft			
4.0			2	67	14
5.0	Bottom of Boring at 5.0 feet	5.0ft			

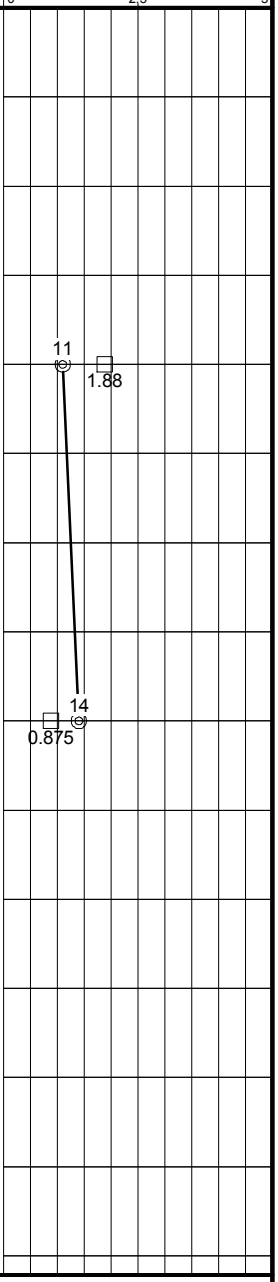
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	2/6/19 12:40 pm	Water Levels (ft)	Remarks: Center of westbound lane
Date Boring Completed:	2/6/19 1:05 pm	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 34°F, Overcast, Breezy

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Minneapolis, MN 55435
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LOG OF BORING RD53

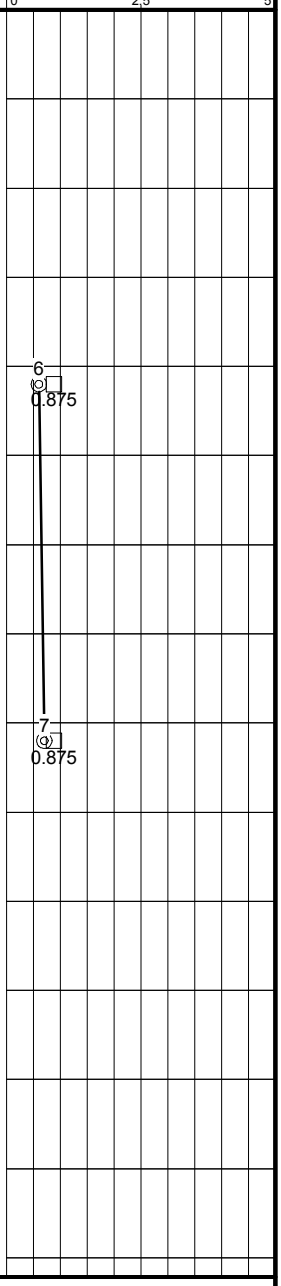
Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4401119.6m, E:747664.7m	Completion Depth:	5.1 ft
Datum:	NAD83		

Surface Elev.:

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Sample No.	% Recovery	SPT, N value or RQD %
	0.0	ASPHALT: black; 7-inches thick.				
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 7-inches thick.	0.6ft			
	1.0	LEAN CLAY (LOESS): dark brown/black; moist; medium stiff.	1.1ft			
	1.5					
	2.0	LEAN CLAY (LOESS): brown and gray; moist; medium stiff.	2.0ft	1	33	6
	2.5					
	3.0					
	3.5					
	4.0			2	92	7
	4.5					
	5.0	Bottom of Boring at 5.1 feet	5.1ft			

Graphic Log / Samples

STANDARD PENETRATION TEST DATA N in blows/ft ◎
REC% (10, 20, 30, 40)
RQD % ◆ (20, 40, 60, 80)
SHEAR STRENGTH, tsf
□ Qp/2 (0, 2.5, 5)



Date Boring Started:	2/6/19 12:15 pm	Water Levels (ft)	Remarks: Center of westbound lane
Date Boring Completed:	2/6/19 12:30 pm	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 34°F, Overcast, Breezy

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Minneapolis, MN 55435
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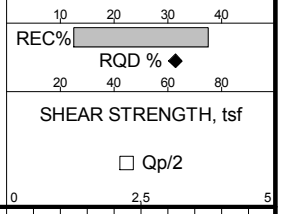
LOG OF BORING RD54

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4399607.2m, E:750001.0m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 2.5-inches thick.					
		LEAN CLAY (LOESS): dark brown/black; moist; medium stiff. 0.2ft					
	0.5						
	1.0						
	1.5	LEAN CLAY (LOESS): brown and gray; moist; medium stiff to stiff; some black and orange mottling. 1.5ft					
	2.0				1	67	6
	2.5						
	3.0						
	3.5						
	4.0				2	83	10
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 8:00 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 8:15 am	▼ End of Drilling Dry	
Logged By:	ZJN	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 28°F, Overcast, Breezy, Drizzle

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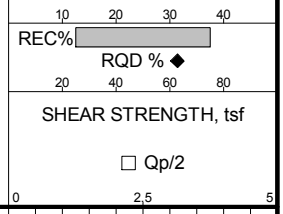
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD55

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4398873.9m, E:751285.7m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 3.75-inches thick.					
		LEAN CLAY (LOESS): dark brown/black; moist; stiff. 0.3ft					
	0.5						
	1.0						
	1.5	LEAN CLAY (LOESS): gray and brown; moist; stiff; some black and orange mottling. 1.5ft					
	2.0				1	67	15
	2.5						
	3.0						
	3.5						
	4.0				2	83	13
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 8:30 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 8:40 am	▼ End of Drilling Dry	
Logged By:	ZJN	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 28°F, Overcast, Breezy

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Minneapolis, MN 55435
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LOG OF BORING RD56

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4398004.9m, E:752081.2m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %	STANDARD PENETRATION TEST DATA N in blows/ft ◎ / REC% / RQD % ◆ / SHEAR STRENGTH, tsf □ Qp/2
		Surface Elev.:						
	0.0	ASPHALT: black; 3-inches thick.						
	0.5	LEAN CLAY (LOESS): dark brown; moist; medium stiff; some black and gray mottling. 0.3ft						
	1.0							
	1.5							
	2.0	LEAN CLAY (LOESS): brown and gray; moist; medium stiff; some orange mottling. 2.0ft			1	58	6	6 ◎ □ 0.75
	2.5							
	3.0							
	3.5							
	4.0				2	50	5	5 ◎ 0.5
	4.5							
	5.0	Bottom of Boring at 5.0 feet 5.0ft						

STANDARD PENETRATION TEST DATA N in blows/ft ◎: 10 20 30 40
REC%
RQD % ◆: 20 40 60 80
SHEAR STRENGTH, tsf □ Qp/2: 0 2.5 5

Date Boring Started:	2/7/19 8:45 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 9:00 am	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 28°F, Overcast, Breezy, Drizzle

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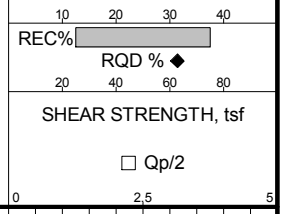
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD57

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4396639.3m, E:757036.1m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 4-inches thick.					
		LEAN CLAY (LOESS): dark brown/black; moist; stiff. 0.3ft					
	0.5						
	1.0						
	1.5						
	2.0				1	67	13
	2.5						
	3.0	LEAN CLAY (LOESS): brown and gray; moist; medium stiff; trace fine sand. 3.0ft					
	3.5						
	4.0				2	67	6
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 9:15 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 9:25 am	▼ End of Drilling Dry	
Logged By:	ZJN	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 28°F, Overcast, Breezy

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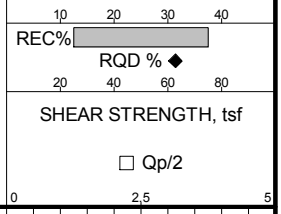
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD58

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4396419.8m, E:750364.8m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 8.25-inches thick.					
	0.5						
		LEAN CLAY (LOESS): dark brown/black; moist; stiff. 0.7ft					
	1.0						
	1.5	LEAN CLAY (LOESS): brown and gray; moist; medium stiff to stiff; some black and orange mottling. 1.5ft					
	2.0				1	75	12
	2.5						
	3.0						
	3.5						
	4.0				2	67	7
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/8/19 11:10 am	Water Levels (ft)	Remarks: Center of eastbound lane
Date Boring Completed:	2/8/19 11:25 am	▼ End of Drilling Dry	
Logged By:	ZJN	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 14°F, Clear, Breezy

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Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD59

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4395930.5m, E:749763.7m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %	STANDARD PENETRATION TEST DATA N in blows/ft ◎ / REC% / RQD % ◆ / SHEAR STRENGTH, tsf □ Qp/2
		Surface Elev.:							
	0.0	ASPHALT: black; 4-inches thick.							
		LEAN CLAY (LOESS): dark brown/black; moist; stiff.	0.3ft						
	0.5								
	1.0								
		LEAN CLAY (LOESS): gray and brown; moist; stiff; some orange and black mottling; trace fine sand.	1.3ft						
	1.5								
	2.0					1	50	9	9 ◎ □ 1.13
	2.5								
	3.0								
	3.5								
	4.0					2	83	9	9 ◎ □ 0.75
	4.5								
	5.0	Bottom of Boring at 5.0 feet	5.0ft						

STANDARD PENETRATION TEST DATA N in blows/ft ◎: 10, 20, 30, 40
REC%
RQD % ◆: 20, 40, 60, 80
SHEAR STRENGTH, tsf □ Qp/2: 0, 2.5, 5

Date Boring Started:	2/8/19 11:50 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 12:20 pm	▼ End of Drilling: Dry	
Logged By:	ZJN	▼ At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 15°F, Clear, Breezy

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Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD60

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4395426.3m, E:746546.0m	Completion Depth:	5.1 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %	STANDARD PENETRATION TEST DATA N in blows/ft ◎ / REC% / RQD % ◆ / SHEAR STRENGTH, tsf □ Qp/2
		Surface Elev.:						
	0.0	ASPHALT: black; 4.75-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; possibly cement treated, 9-inches thick. 0.4ft						
	1.0	LEAN CLAY (POSSIBLE FILL): gray; moist; medium stiff; some brown and black mottling. 1.1ft						
	1.5							
	2.0				1	67	6	6 ◎ □ 0.5
	2.5							
	3.0							
	3.5							
	4.0				2	42	6	6 ◎ □ 0.875
	4.5							
	5.0	Bottom of Boring at 5.1 feet 5.1ft						

STANDARD PENETRATION TEST DATA N in blows/ft ◎: 10 20 30 40
REC%
RQD % ◆: 20 40 60 80
SHEAR STRENGTH, tsf □ Qp/2: 0 2.5 5

Date Boring Started:	2/8/19 10:45 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/8/19 11:00 am	▼ End of Drilling Dry	
Logged By:	ZJN	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 15°F, Clear, Breezy

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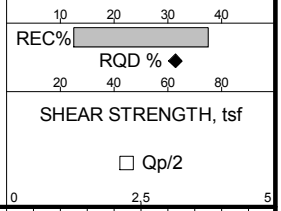
Telephone: 952-832-2600

LOG OF BORING RD61

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4395396.5m, E:750028.5m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 1.25-inches thick.	0.1ft					
		POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 4-inches thick.	0.4ft					
	0.5	LEAN CLAY (LOESS): dark brown/black; moist; stiff.						
	1.0							
	1.5							
	2.0					1	83	12
	2.5	LEAN CLAY (LOESS): brown and gray; moist; stiff; some orange and black mottling.	2.5ft					
	3.0							
	3.5							
	4.0					2	50	9
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/8/19 11:30 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/8/19 11:45 am	▼ End of Drilling Dry	
Logged By:	ZJN	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 15°F, Clear, Breezy

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LOG OF BORING RD62

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4394987.1m, E:755497.6m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %	STANDARD PENETRATION TEST DATA N in blows/ft ◎ / REC% / RQD % ◆ / SHEAR STRENGTH, tsf □ Qp/2
		Surface Elev.:						
	0.0	ASPHALT: black; 4.5-inches thick.						
	0.5	LEAN CLAY (LOESS): dark brown/black; moist; stiff. 0.4ft						
	1.0							
	1.5							
	2.0				1	50	15	15 ◎ 2.25 □
	2.5							
	3.0	LEAN CLAY (LOESS): gray with brown; moist; stiff; some orange mottling. 3.0ft						
	3.5							
	4.0				2	67	13	13 ◎ 1.25
	4.5							
	5.0	Bottom of Boring at 5.0 feet 5.0ft						

Date Boring Started:	2/7/19 9:35 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 9:50 am	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 29°F, Overcast, Breezy

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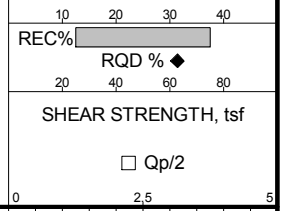
LOG OF BORING RD63

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4394295.4m, E:757799.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 1.5-inches thick.	0.1ft					
		POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 2.5-inches thick.	0.3ft					
	0.5	LEAN CLAY (LOESS): dark brown/black; moist; medium stiff.						
	1.0							
	1.5							
	2.0	LEAN CLAY (LOESS): gray; moist; medium stiff; some black, orange, and brown mottling.	2.0ft			1	67	8
	2.5							
	3.0							
	3.5							
	4.0					2	75	7
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 10:05 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 10:15 am	▼ End of Drilling Dry	
Logged By:	ZJN	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 29°F, Overcast, Breezy

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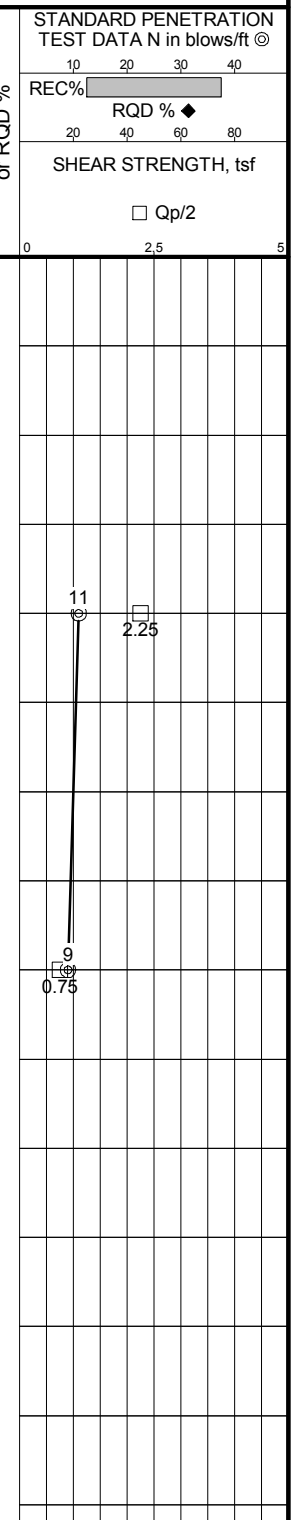
LOG OF BORING RD64

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4393631.0m, E:747832.5m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 3-inches thick.					
		LEAN CLAY (LOESS): dark brown/black; moist; stiff. 0.3ft					
	0.5						
	1.0						
	1.5						
	2.0	LEAN CLAY (LOESS): grayish brown; moist; stiff; some black and orange mottling. 2.0ft			1	75	11
	2.5						
	3.0						
	3.5						
	4.0				2	67	9
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					



Date Boring Started:	2/7/19 2:20 pm	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 2:40 pm	At Time of Drilling Dry	
Logged By:	ZJN	End of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 28°F, Overcast, Windy

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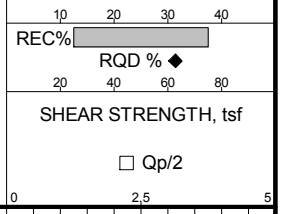
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD65

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4393549.0m, E:744593.3m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	POORLY GRADED GRAVEL WITH SAND (AGGREGATE SURFACING): grayish tan; moist; 3-inches thick.					
		LEAN CLAY (LOESS): dark brown; moist; stiff. 0.3ft					
	0.5						
	1.0						
	1.5	LEAN CLAY (LOESS): brown and gray; moist; medium stiff to stiff; some black and orange mottling. 1.5ft					
	2.0				1	100	12
	2.5						
	3.0						
	3.5						
	4.0				2	100	8
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 3:00 pm	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 3:10 pm	▼ End of Drilling Dry	
Logged By:	ZJN	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 26°F, Overcast, Windy

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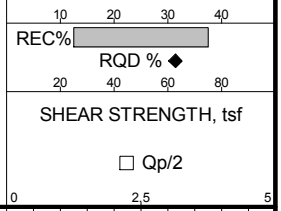
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD66

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4393080.5m, E:750286.0m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 5-inches thick.						
	0.5	LEAN CLAY (LOESS): dark brown/black; moist; medium stiff.	0.4ft					
	1.0							
	1.5	LEAN CLAY (LOESS): brown and gray; moist; medium stiff; some orange and black mottling.	1.5ft					
	2.0					1	67	7
	2.5							
	3.0							
	3.5							
	4.0					2	83	5
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 12:15 pm	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 12:25 pm	▼ End of Drilling Dry	
Logged By:	ZJN	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 29°F, Overcast, Windy, Mist

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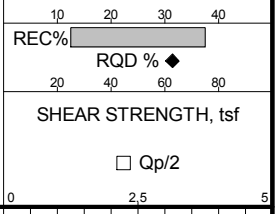
LOG OF BORING RD67

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4392874.8m, E:760025.0m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 2-inches thick.						
		POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 7-inches thick.	0.2ft					
	0.5							
		LEAN CLAY (LOESS): dark brown/black; moist; stiff.	0.8ft					
	1.0							
	1.5							
	2.0	LEAN CLAY (LOESS): brown and gray; moist; stiff; some black and orange mottling.	2.0ft			1	67	11
	2.5							
	3.0							
	3.5							
	4.0					2	67	13
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 10:25 am	Water Levels (ft)	Remarks: Center of southbound lane
Date Boring Completed:	2/7/19 10:35 am	▼ End of Drilling Dry	
Logged By:	ZJN	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 29°F, Overcast, Breezy

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Minneapolis, MN 55435
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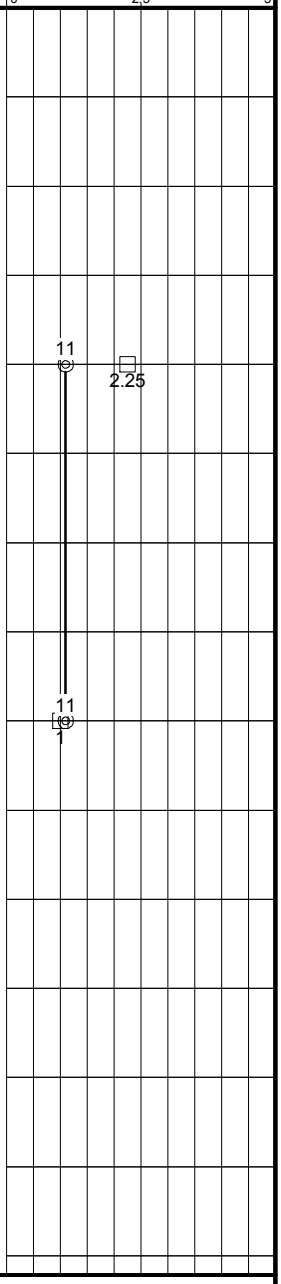
LOG OF BORING RD68

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4392234.8m, E:748180.2m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 4-inches thick.						
		LEAN CLAY (LOESS): dark brown/black; moist; stiff.	0.3ft					
	0.5							
	1.0							
	1.5							
	2.0					1	58	11
	2.5	LEAN CLAY (LOESS): grayish brown; moist; stiff; some black and dark brown mottling.	2.5ft					
	3.0							
	3.5							
	4.0					2	50	11
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎
10 20 30 40
REC%
RQD % ◆
20 40 60 80
SHEAR STRENGTH, tsf
□ Qp/2
0 2.5 5



Date Boring Started:	2/7/19 1:50 pm	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 2:10 pm	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 28°F, Overcast, Windy

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LOG OF BORING RD69

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4391887.2m, E:758107.5m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; broken, significant deterioration; 5.5-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 2-inches thick.	0.5ft					
		LEAN CLAY (LOESS): dark brown/black; moist; stiff.	0.6ft					
	1.0							
	1.5	LEAN CLAY (LOESS): gray and brown; moist; medium stiff to stiff; some orange and black mottling.	1.5ft					
	2.0					1	83	9
	2.5							
	3.0							
	3.5							
	4.0					2	75	6
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

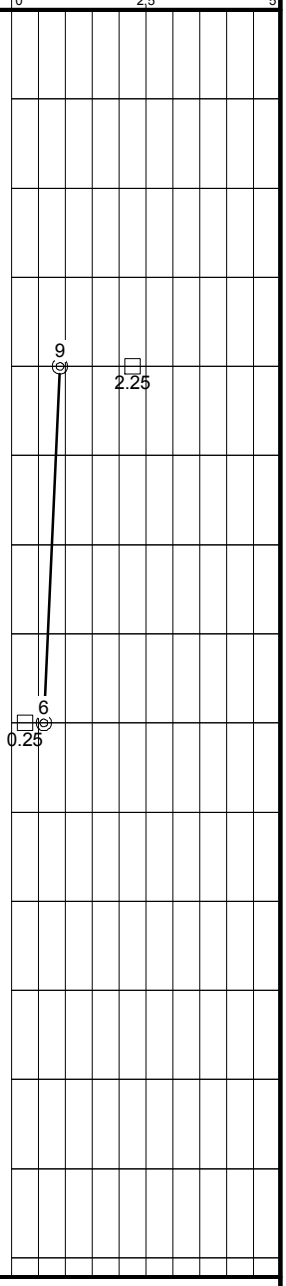
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	2/7/19 11:05 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 11:30 am	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 29°F, Overcast, Windy, Light Mist

M:\GINT\PROJECTS\13681002.03_LINCOLN LAND ROAD EVAL2.GPJ BARRLIBRARY.GLB BOREHOLE LOG REPORT BARR TEMPLATE.GDT

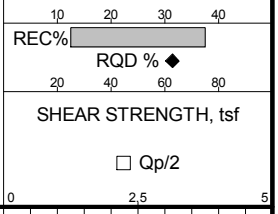
Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD70

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4391611.8m, E:760287.3m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 3-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 5-inches thick.	0.3ft					
		LEAN CLAY (LOESS): dark brown/black; moist; medium stiff.	0.7ft					
	1.0							
	1.5							
	2.0	LEAN CLAY (LOESS): gray and brown; moist; stiff; some orange and black mottling.	2.0ft			1	75	8
	2.5							
	3.0							
	3.5							
	4.0					2	100	11
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 10:45 am	Water Levels (ft)	Remarks: Center of westbound lane
Date Boring Completed:	2/7/19 10:55 am	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 28°F, Overcast, Windy

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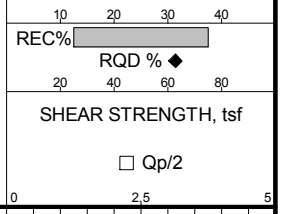
Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD71

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4391248.3m, E:744327.0m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 5.5-inches thick.						
	0.5	LEAN CLAY (LOESS): dark brown/black; moist; very stiff.	0.5ft					
	1.0							
	1.5							
	2.0					1	67	16
	2.5							
	3.0	LEAN CLAY (LOESS): brown and gray; moist; very stiff; some black and orange mottling.	3.0ft					
	3.5							
	4.0					2	58	17
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 3:45 pm	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 4:00 pm	▼ End of Drilling Dry	
Logged By:	ZJN	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 27°F, Overcast, Windy, Light Rain

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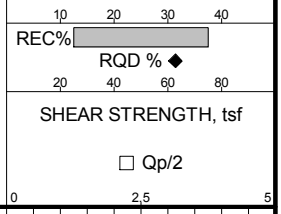
Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD72

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4391035.3m, E:756873.2m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 6.5-inches thick.						
	0.5	LEAN CLAY (LOESS): dark brown/black; moist; stiff.	0.5ft					
	1.0							
	1.5	LEAN CLAY (LOESS): brown and gray; moist; stiff to very stiff; some black mottling.	1.5ft					
	2.0					1	83	12
	2.5							
	3.0							
	3.5							
	4.0					2	58	20
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 11:40 am	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 11:50 am	▼ End of Drilling Dry	
Logged By:	ZJN	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 29°F, Overcast, Windy

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Barr Engineering Company
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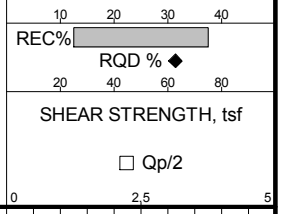
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD73

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4391004.3m, E:745901.8m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 4-inches thick.					
		LEAN CLAY (LOESS): dark brown/black; moist; stiff to very stiff. 0.3ft					
	0.5						
	1.0						
	1.5						
	2.0				1	75	15
	2.5						
	3.0						
	3.5	LEAN CLAY (LOESS): grayish brown; moist; very stiff; some black mottling. 3.5ft					
	4.0				2	83	17
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 3:20 pm	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 3:35 pm	▼ End of Drilling Dry	
Logged By:	ZJN	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 26°F, Overcast, Windy

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Barr Engineering Company
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Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD74

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4390329.1m, E:751616.0m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %	STANDARD PENETRATION TEST DATA N in blows/ft ◎ / REC% / RQD % ◆ / SHEAR STRENGTH, tsf □ Qp/2
		Surface Elev.:						
	0.0	ASPHALT: black; 1.75-inches thick.						
		LEAN CLAY (LOESS): dark brown/black; moist; stiff; some dark gray mottling. 0.1ft						
	0.5							
	1.0							
	1.5							
	2.0				1	67	9	9 ◎ 2.25 □
	2.5	LEAN CLAY (LOESS): brown and gray; moist; medium stiff to stiff; some black mottling. 2.5ft						
	3.0							
	3.5							
	4.0				2	75	6	6 ◎ 0.5 □
	4.5							
	5.0	Bottom of Boring at 5.0 feet 5.0ft						

Date Boring Started:	2/7/19 12:40 pm	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 12:50 pm	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 28°F, Overcast, Windy, Mist

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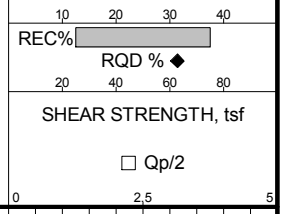
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD75

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4389552.2m, E:747175.0m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	POORLY GRADED GRAVEL WITH SAND (AGGREGATE SURFACING): grayish tan; moist; 3-inches thick.						
		LEAN CLAY (LOESS): dark brown/black; moist; medium stiff.	0.3ft					
	0.5							
	1.0							
	1.5	LEAN CLAY (LOESS): brown and gray; moist; medium stiff to stiff; some orange and black mottling.	1.5ft					
	2.0					1	75	8
	2.5							
	3.0							
	3.5							
	4.0					2	100	12
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 1:25 pm	Water Levels (ft)	Remarks: Center of roadway
Date Boring Completed:	2/7/19 1:35 pm	▼ End of Drilling Dry	
Logged By:	ZJN	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 28°F, Overcast, Windy, Light Mist

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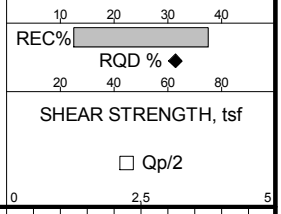
Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD76

Project:	Lincoln Land Wind Project	Surface Elevation:	
Job No.:	13681002.03	Drilling Method:	SSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4388683.3m, E:749246.8m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 1.75-inches thick. 0.1ft					
		POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brownish gray; moist; 5-inches thick. 0.6ft					
	0.5	LEAN CLAY (LOESS): dark brown/black; moist; very stiff.					
	1.0						
	1.5						
	2.0				1	75	16
	2.5						
	3.0	LEAN CLAY (LOESS): grayish brown; moist; stiff; some black mottling. 3.0ft					
	3.5						
	4.0				2	50	10
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	2/7/19 1:00 pm	Water Levels (ft)	Remarks: Center of southbound lane
Date Boring Completed:	2/7/19 1:15 pm	End of Drilling: Dry	
Logged By:	ZJN	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather: 29°F, Overcast, Windy, Light Mist

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Appendix B

Laboratory Test Results

Moisture Density Curve ASTM: D698, Method B

Project: **Lincoln Land** Date: **2/14/19**

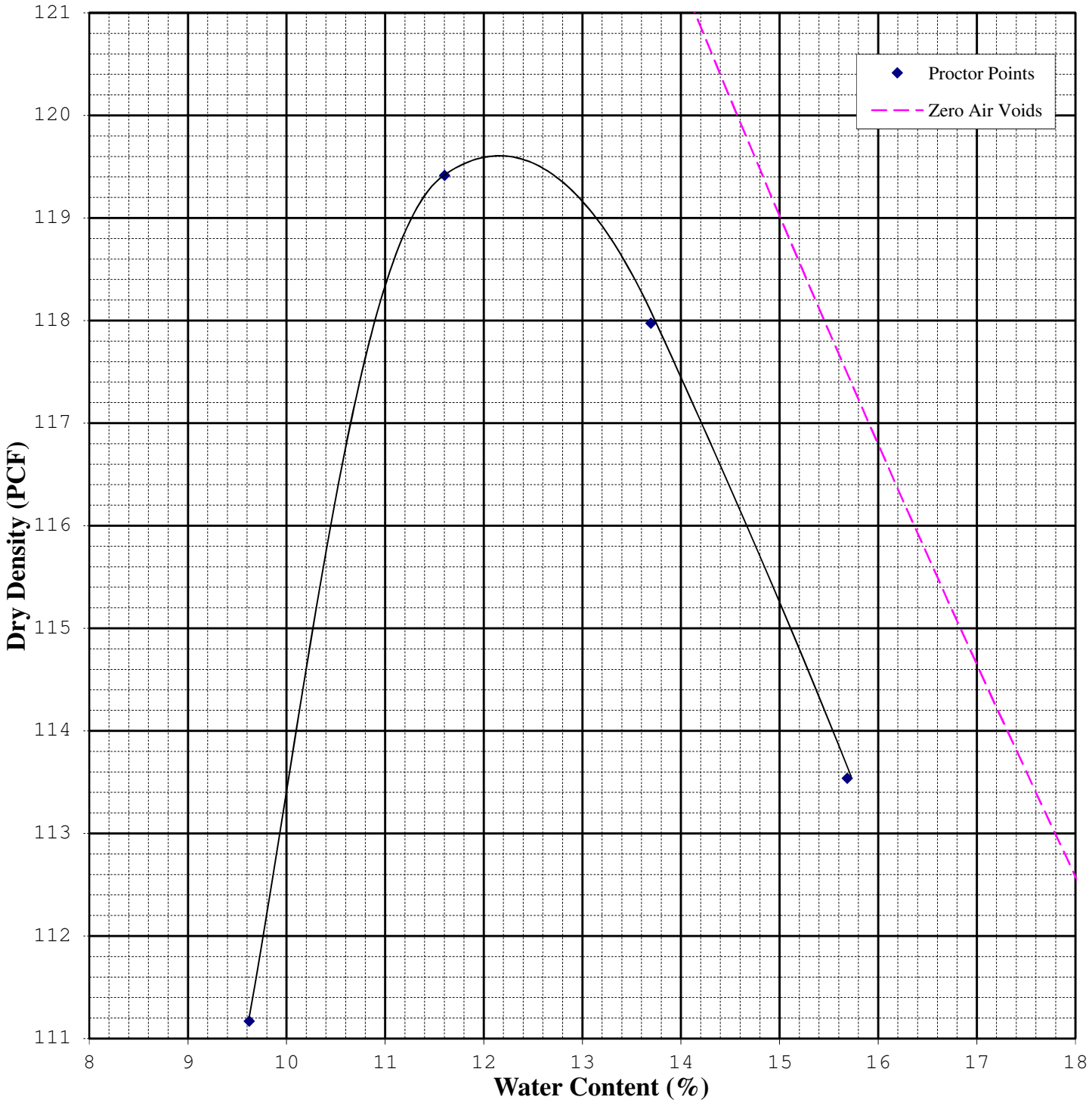
Client: **Barr Engineering Company** Job No. **11838**

Boring No. **RD44** Sample: Depth(ft): Location:

Soil Type: **Clayey Sand (SC)**

As Received W.C. (%): **13.1** LL: PL: PI: Specific Gravity: **2.67** *Assumed

Maximum Dry Density (pcf): **119.6** Opt. Water Content (%): **12.1**



9530 James Ave South

SOIL ENGINEERING TESTING, INC.

Bloomington, MN 55431

SET-R18a

Moisture Density Curve ASTM: D698, Method B

Project: **Lincoln Land** Date: **2/14/19**

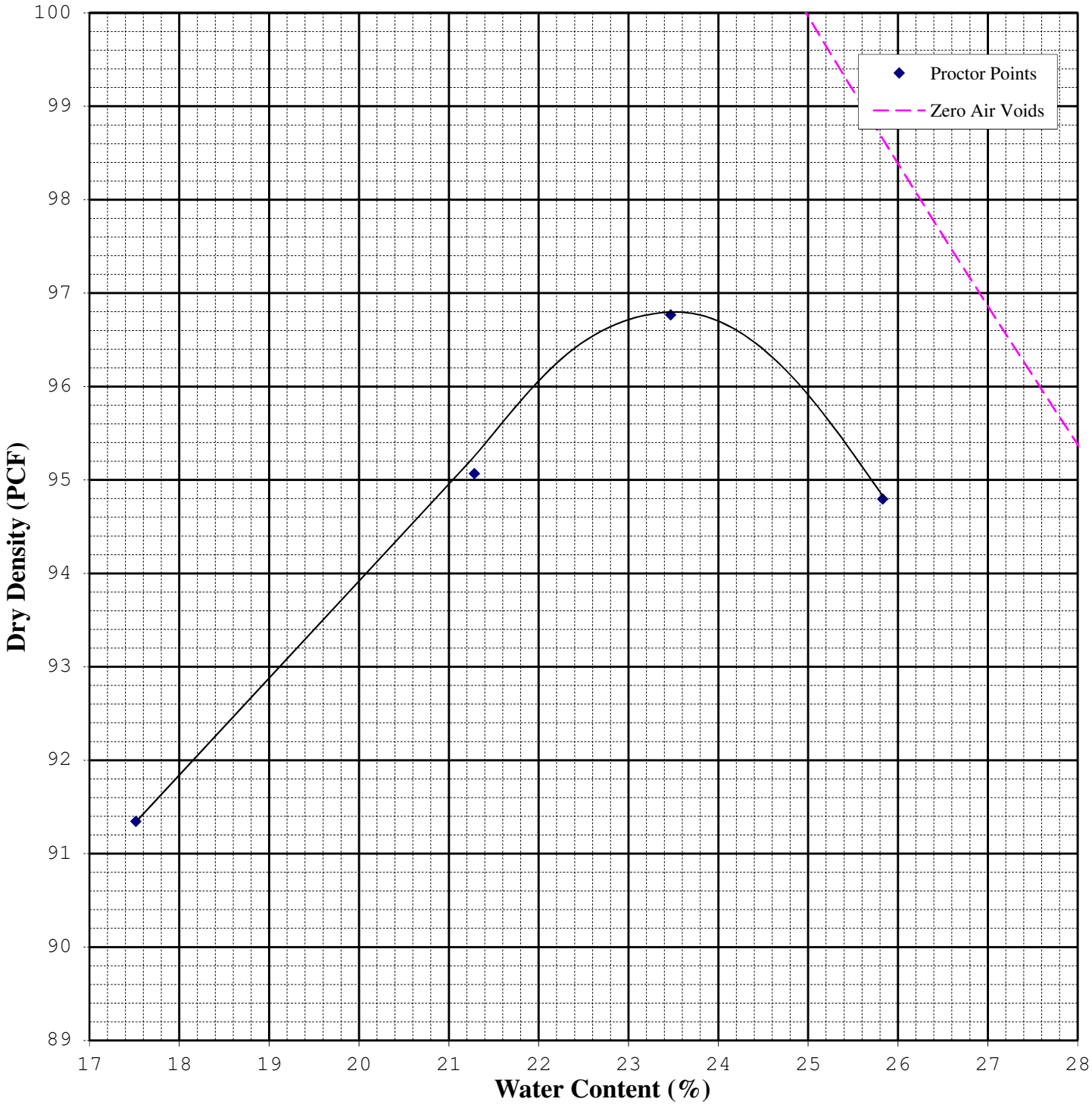
Client: **Barr Engineering Company** Job No. **11838**

Boring No. **RD52** Sample: Depth(ft): Location:

Soil Type: **Lean Clay, slightly organic (CL)**

As Received W.C. (%): **29.4** LL: PL: PI: Specific Gravity: **2.67** *Assumed

Maximum Dry Density (pcf): **96.8** Opt. Water Content (%): **23.5**



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Bloomington, MN 55431

SET-R18a

Moisture Density Curve ASTM: D698, Method B

Project: **Lincoln Land** Date: **2/14/19**

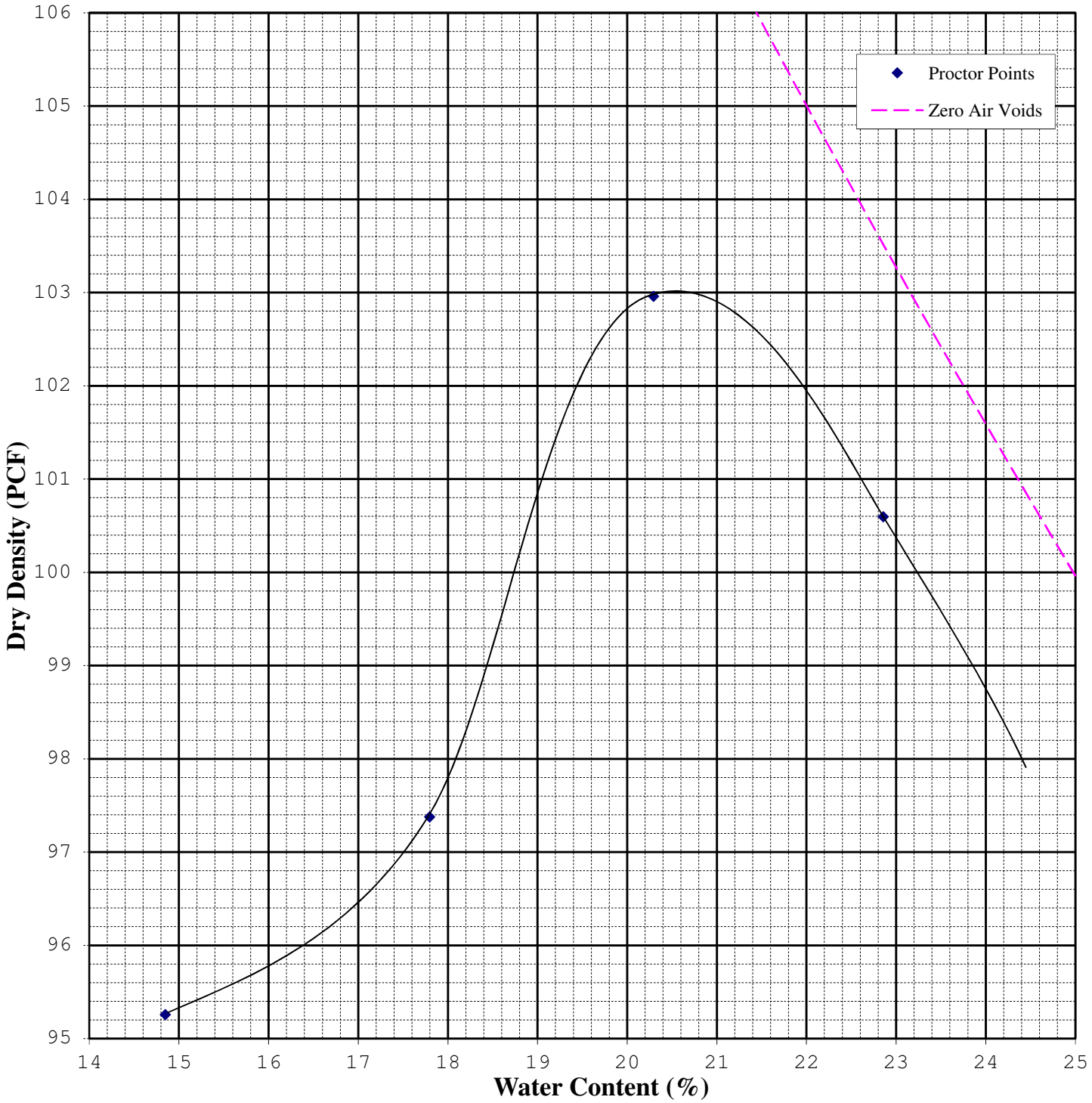
Client: **Barr Engineering Company** Job No. **11838**

Boring No. **RD59** Sample: Depth(ft): Location:

Soil Type: **Fat Clay (CH/CL)**

As Received W.C. (%): **29.3** LL: PL: PI: Specific Gravity: **2.67** *Assumed

Maximum Dry Density (pcf): **103.0** Opt. Water Content (%): **20.6**



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Bloomington, MN 55431

SET-R18a

Moisture Density Curve ASTM: D698, Method B

Project: **Lincoln Land** Date: **2/14/19**

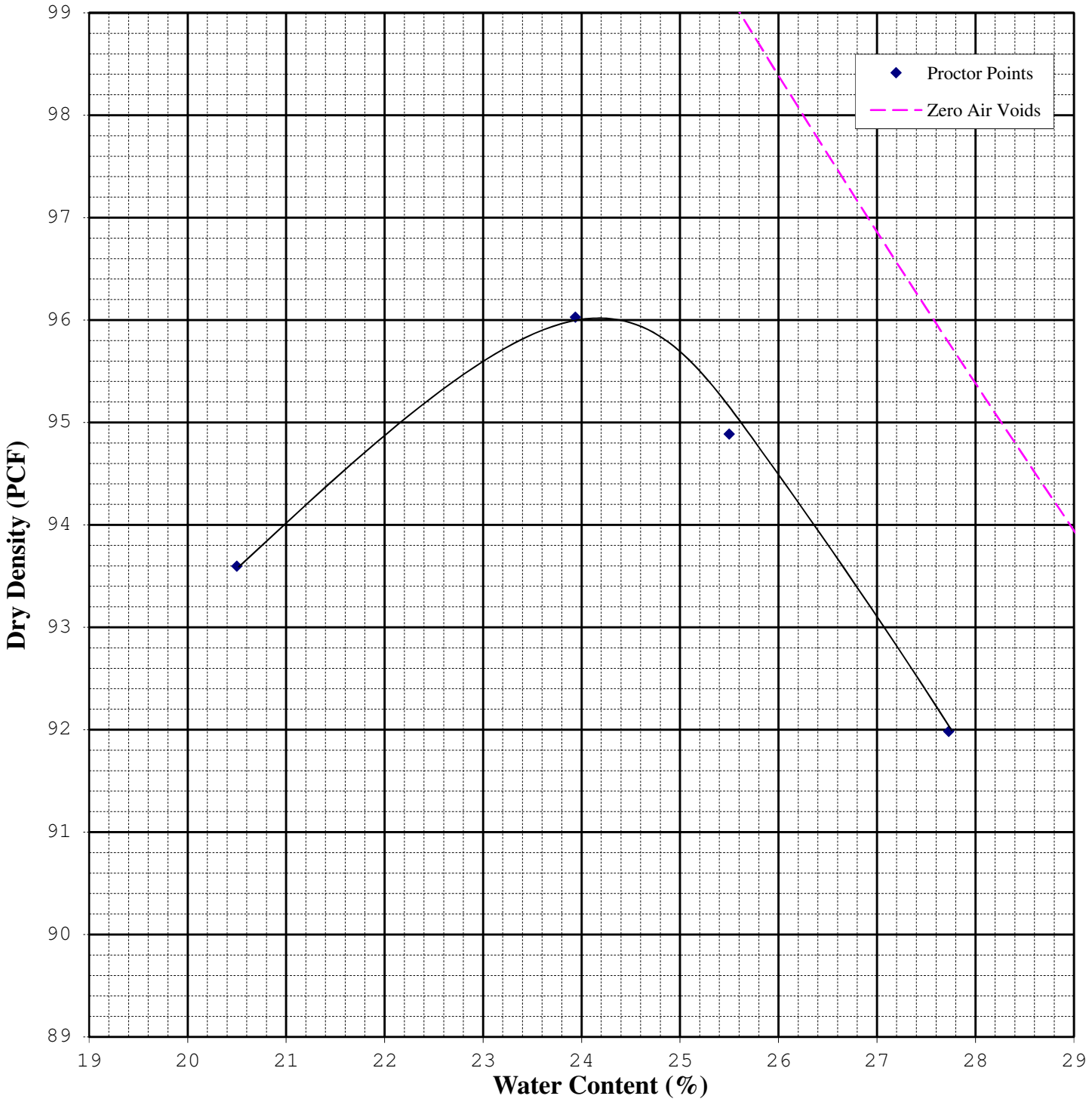
Client: **Barr Engineering Company** Job No. **11838**

Boring No. **RD68** Sample: Depth(ft): Location:

Soil Type: **Fat Clay (CH)**

As Received W.C. (%): **30.2** LL: PL: PI: Specific Gravity: **2.67** *Assumed

Maximum Dry Density (pcf): **96.0** Opt. Water Content (%): **24.2**



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Bloomington, MN 55431

SET-R18a

Moisture Density Curve ASTM: D698, Method B

Project: **Lincoln Land** Date: **2/14/19**

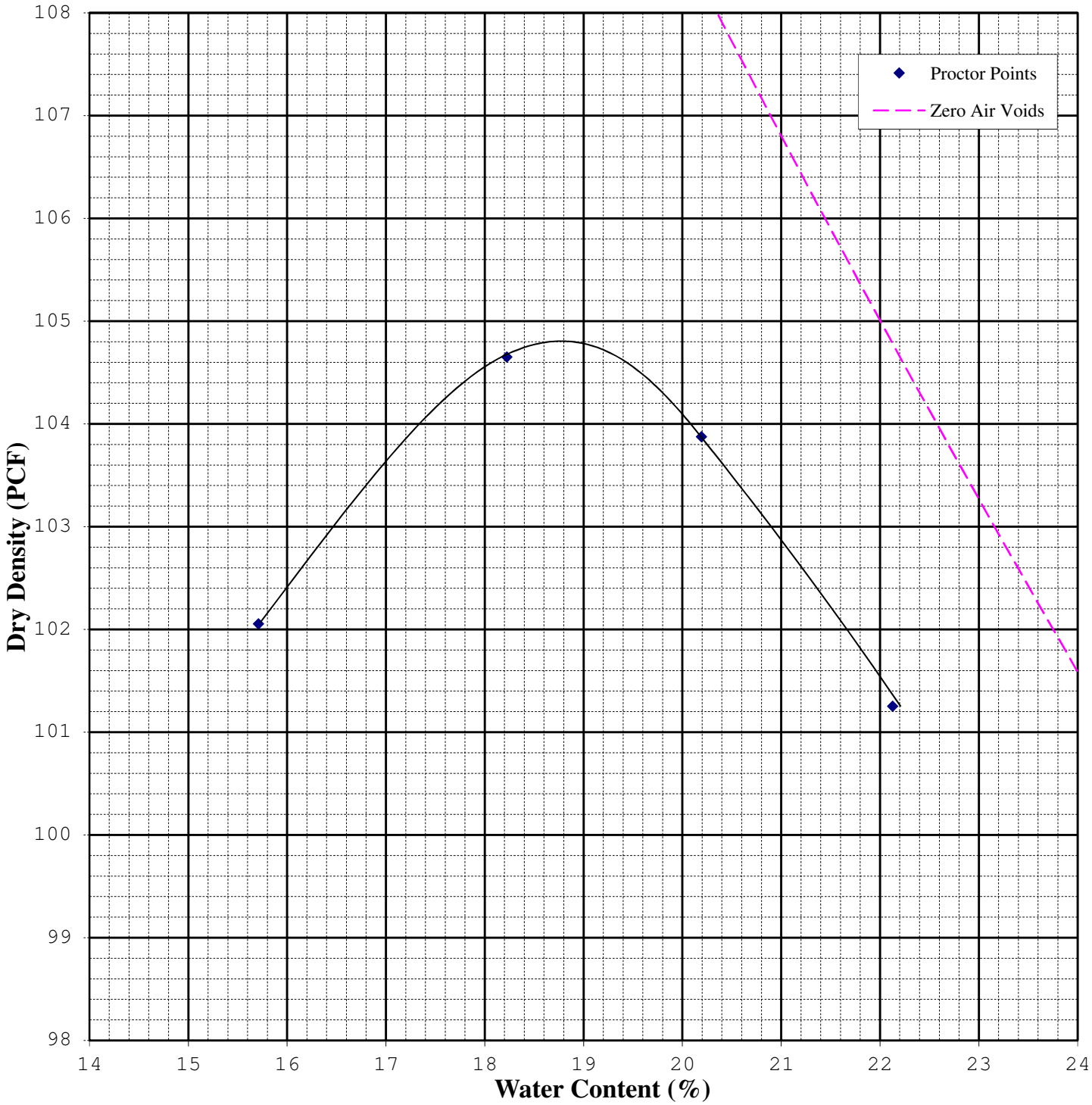
Client: **Barr Engineering Company** Job No. **11838**

Boring No. **RD69** Sample: Depth(ft): Location:

Soil Type: **Lean Clay (CL/CH)**

As Received W.C. (%): **29.1** LL: PL: PI: Specific Gravity: **2.67** *Assumed

Maximum Dry Density (pcf): **104.8** Opt. Water Content (%): **18.8**



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Bloomington, MN 55431

SET-R18a

California Bearing Ratio ASTM:D1883

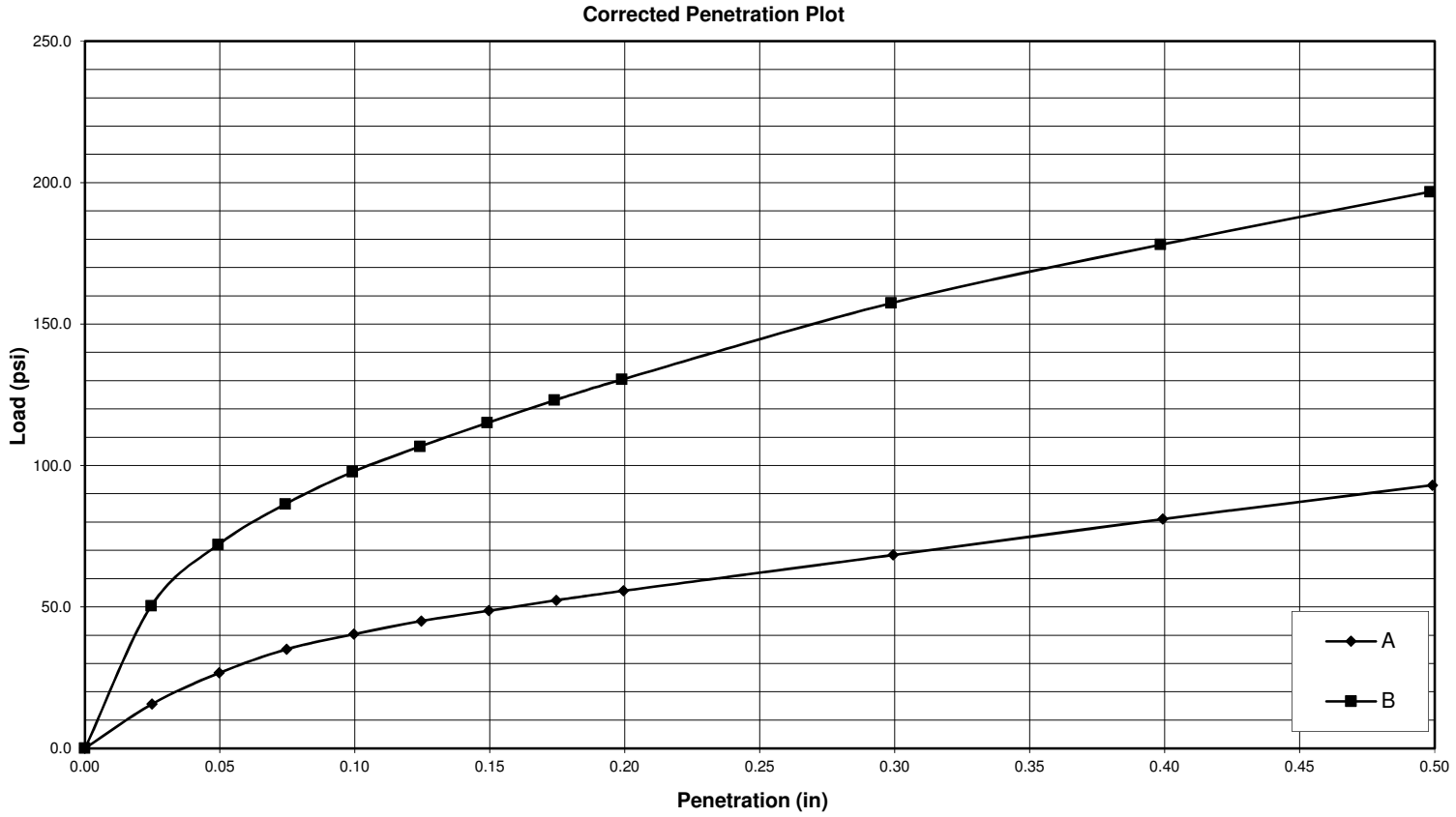
Project:	Lincoln Land	Job:	**11838**
Client:	Barr Engineering Company	Date:	2/20/19

Boring #:	RD44	RD44		Procedural Method:
Sample:	Soaked	Unsoaked		Specimens compacted to approximately 95% of maximum standard proctor density at optimum moisture content and as close to as received as possible. 1 specimen soaked for a period of 4 days while the other had no soak period.
Depth (ft):				
Type:	Bulk	Bulk		
Classification:	Clayey Sand (SC)	Clayey Sand (SC)		

Laboratory Moisture-Density Values				Index Properties	
Method:	ASTM:D698 Method B			LL:	Gs:
Maximum Dry Density (PCF):	119.6	119.6		PL:	Organic Content:
Desired Water Content:	12.1%	13.1%		PI:	pH:

Initial Molding Conditions			
Specimen	A	B	
Compaction Hammer:	5 lb	5 lb	
Number of Layers:	3	3	
Blows per Layer:	NA	NA	
Initial Moisture Content:	12.1%	13.1%	
Initial Dry Density (PCF)	113.4	113.2	
Relative Compaction	94.8%	94.7%	
Soaking Phase			
Days Soaked	4	0	
Surcharge (psf)	50	50	
Total Swell (%)	1.0%	N/A	
Penetration Phase			
Surcharge (psf)	50	50	
Corrected CBR Values			
at 0.1 inch (%)	**4.1%**	**9.9%**	
at 0.2 inch (%)	3.7%	8.8%	
Moisture Content After Penetration			
Top 1" of Specimen:	14.5%	12.0%	
Average of specimen:	14.1%	12.4%	

Stress vs. Penetration Graph



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SOIL ENGINEERING TESTING, INC.
Bloomington, MN 55431

California Bearing Ratio ASTM:D1883

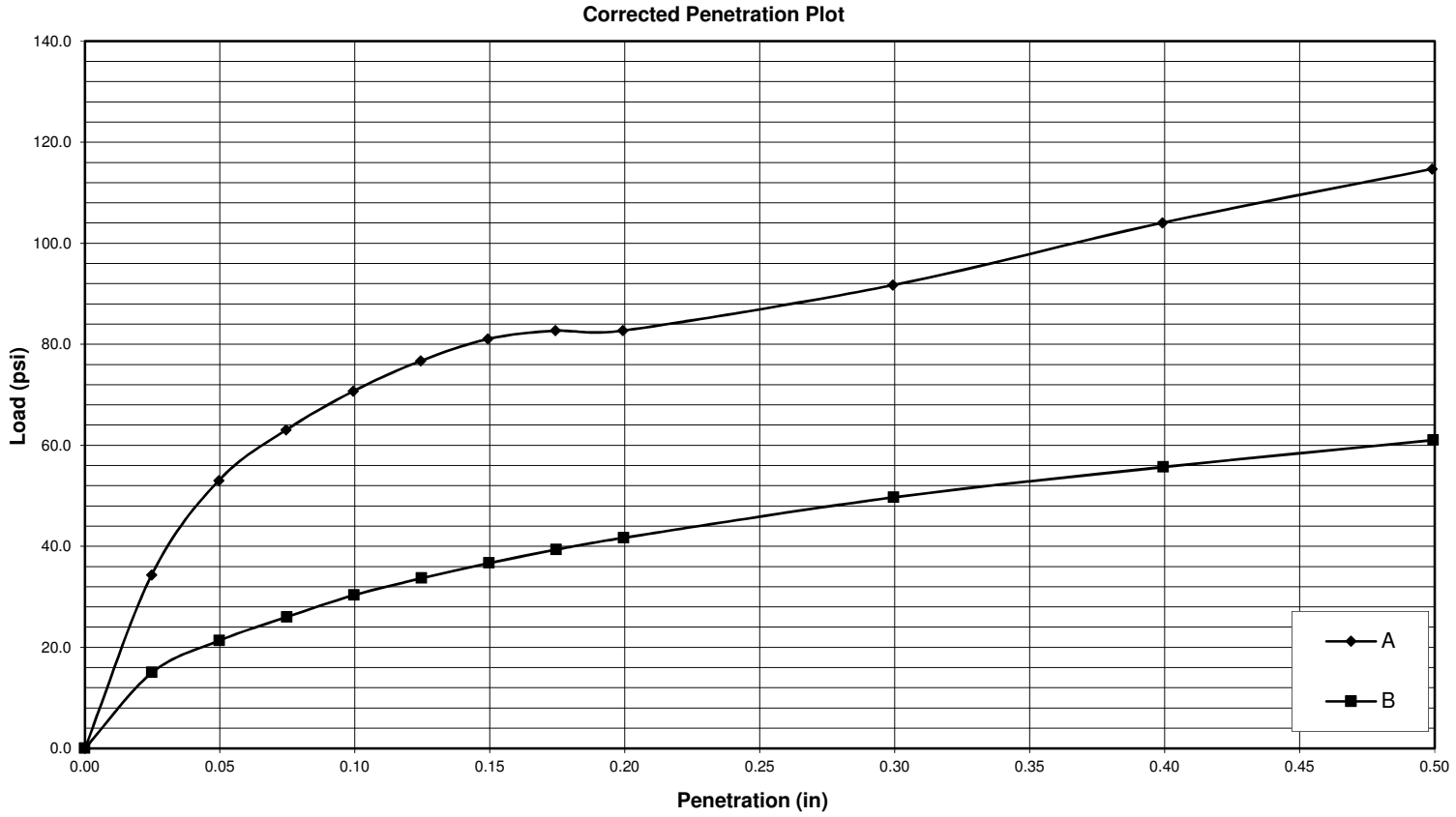
Project:	Lincoln Land	Job:	**11838**
Client:	Barr Engineering Company	Date:	2/20/19

Boring #:	RD-52	RD-52		Procedural Method:
Sample:	Soaked	Unsoaked		Specimens compacted to approximately 95% of maximum standard proctor density at optimum moisture content and as close to as received as possible. 1 specimen soaked for a period of 4 days while the other had no soak period.
Depth (ft):				
Type:	Bulk	Bulk		
Classification:	Lean Clay, slightly organic (CL)	Lean Clay, slightly organic (CL)		

Laboratory Moisture-Density Values				Index Properties	
Method:	ASTM:D698 Method B			LL:	Gs:
Maximum Dry Density (PCF):	96.8	96.8		PL:	Organic Content:
Desired Water Content:	23.5%	28.5%		PI:	pH:

Initial Molding Conditions			
Specimen	A	B	
Compaction Hammer:	5 lb	5 lb	
Number of Layers:	3	3	
Blows per Layer:	NA	NA	
Initial Moisture Content:	23.5%	28.5%	
Initial Dry Density (PCF)	92.1	91.0	
Relative Compaction	95.2%	94.0%	
Soaking Phase			
Days Soaked	4	0	
Surcharge (psf)	50	50	
Total Swell (%)	0.7%	N/A	
Penetration Phase			
Surcharge (psf)	50	50	
Corrected CBR Values			
at 0.1 inch (%)	**8.3%**	**3.1%**	
at 0.2 inch (%)	5.5%	2.8%	
Moisture Content After Penetration			
Top 1" of Specimen:	25.4%	28.2%	
Average of specimen:	25.0%	28.3%	

Stress vs. Penetration Graph



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California Bearing Ratio ASTM:D1883

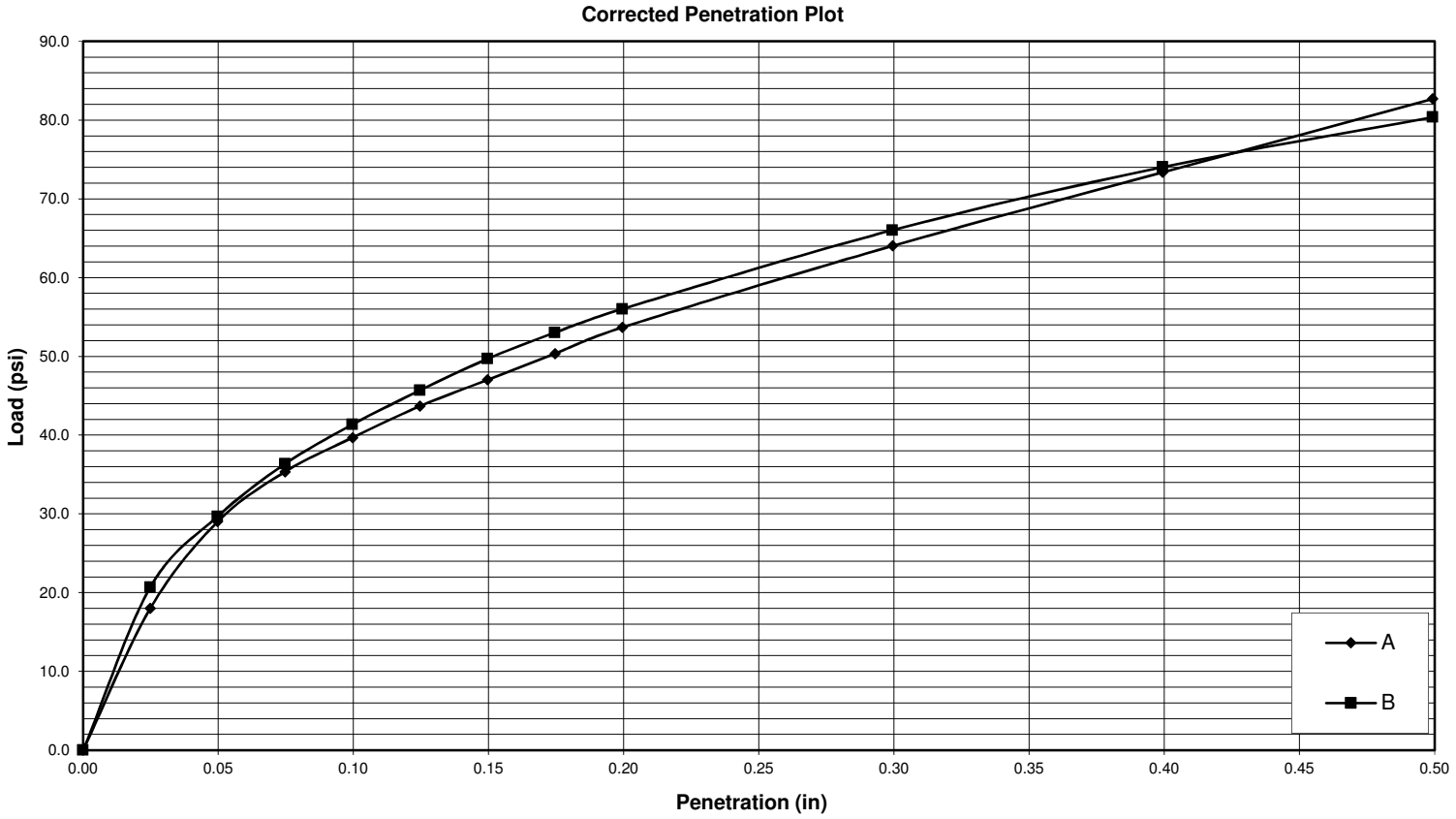
Project:	Lincoln Land	Job:	**11838**
Client:	Barr Engineering Company	Date:	2/20/19

Boring #:	RD59	RD59		Procedural Method:
Sample:	Soaked	Unsoaked		Specimens compacted to approximately 95% of maximum standard proctor density at optimum moisture content and as close to as received as possible. 1 specimen soaked for a period of 4 days while the other had no soak period.
Depth (ft):				
Type:	Bulk	Bulk		
Classification:	Fat Clay (CH/CL)		Fat Clay (CH/CL)	

Laboratory Moisture-Density Values				Index Properties	
Method:	ASTM:D698 Method B			LL:	Gs:
Maximum Dry Density (PCF):	103.0	103.0		PL:	Organic Content:
Desired Water Content:	20.6%	24.5%		PI:	pH:

Initial Molding Conditions			
Specimen	A	B	
Compaction Hammer:	5 lb	5 lb	
Number of Layers:	3	3	
Blows per Layer:	NA	NA	
Initial Moisture Content:	20.6%	24.5%	
Initial Dry Density (PCF)	98.2	97.5	
Relative Compaction	95.4%	94.6%	
Soaking Phase			
Days Soaked	4	0	
Surcharge (psf)	50	50	
Total Swell (%)	1.4%	N/A	
Penetration Phase			
Surcharge (psf)	50	50	
Corrected CBR Values			
at 0.1 inch (%)	**4.0%**	**4.2%**	
at 0.2 inch (%)	3.6%	3.8%	
Moisture Content After Penetration			
Top 1" of Specimen:	23.1%	24.1%	
Average of specimen:	22.5%	24.3%	

Stress vs. Penetration Graph



9530 James Ave South
SOIL ENGINEERING TESTING, INC.
Bloomington, MN 55431

California Bearing Ratio ASTM:D1883

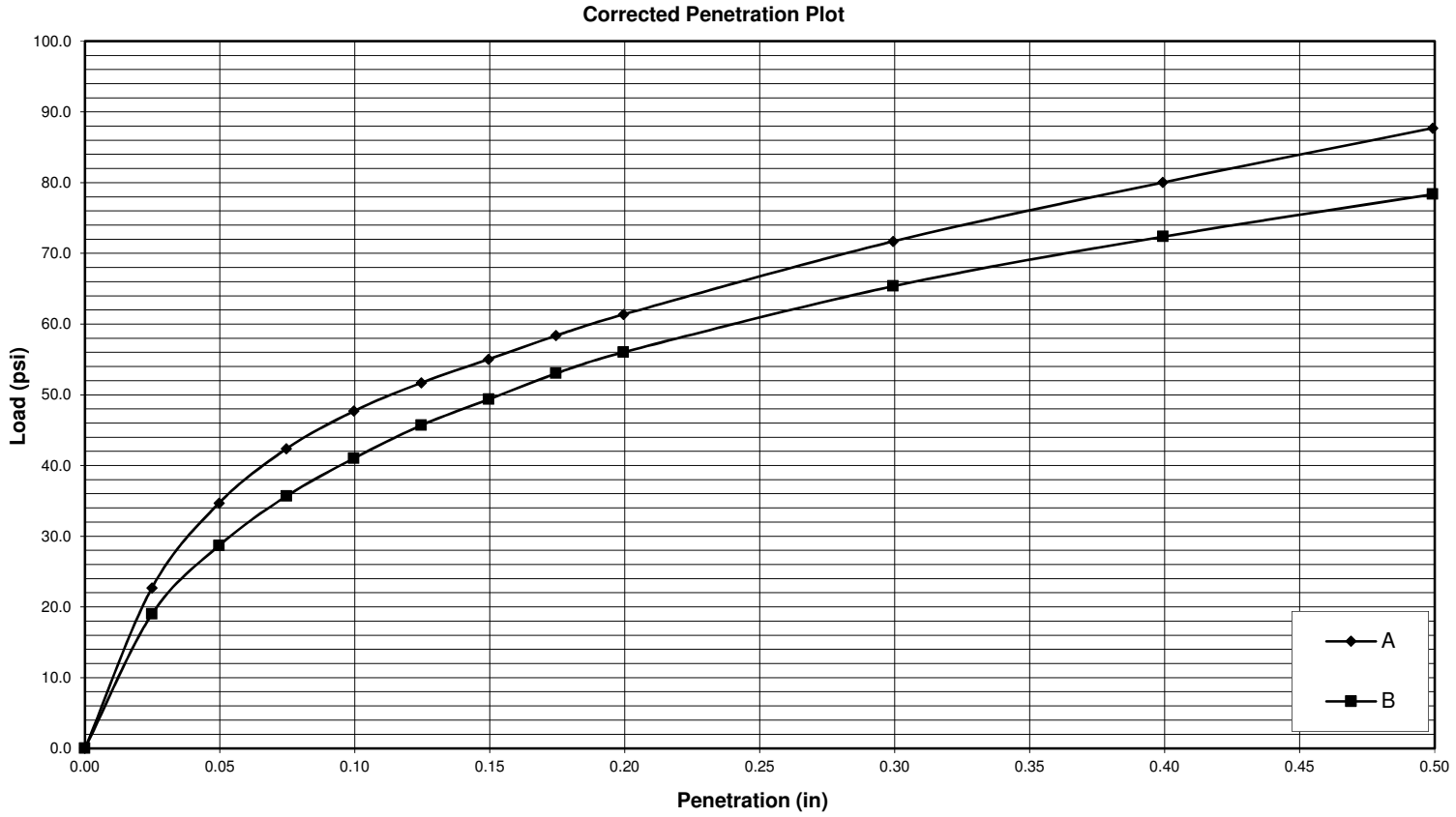
Project:	Lincoln Land	Job:	**11838**
Client:	Barr Engineering Company	Date:	2/20/19

Boring #:	RD68	RD68		Procedural Method:
Sample:	Soaked	Unsoaked		Specimens compacted to approximately 95% of maximum standard proctor density at optimum moisture content and as close to as received as possible. 1 specimen soaked for a period of 4 days while the other had no soak period.
Depth (ft):				
Type:	Bulk	Bulk		
Classification:	Fat Clay (CH)	Fat Clay (CH)		

Laboratory Moisture-Density Values				Index Properties	
Method:	ASTM:D698 Method B			LL:	Gs:
Maximum Dry Density (PCF):	96.0	96.0		PL:	Organic Content:
Desired Water Content:	24.2%	28.5%		PI:	pH:

Initial Molding Conditions			
Specimen	A	B	
Compaction Hammer:	5 lb	5 lb	
Number of Layers:	3	3	
Blows per Layer:	NA	NA	
Initial Moisture Content:	24.2%	28.5%	
Initial Dry Density (PCF)	91.7	90.7	
Relative Compaction	95.5%	94.5%	
Soaking Phase			
Days Soaked	4	0	
Surcharge (psf)	50	50	
Total Swell (%)	1.3%	N/A	
Penetration Phase			
Surcharge (psf)	50	50	
Corrected CBR Values			
at 0.1 inch (%)	**4.8%**	**4.2%**	
at 0.2 inch (%)	4.1%	3.8%	
Moisture Content After Penetration			
Top 1" of Specimen:	26.1%	27.1%	
Average of specimen:	25.9%	27.3%	

Stress vs. Penetration Graph



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Bloomington, MN 55431

California Bearing Ratio ASTM:D1883

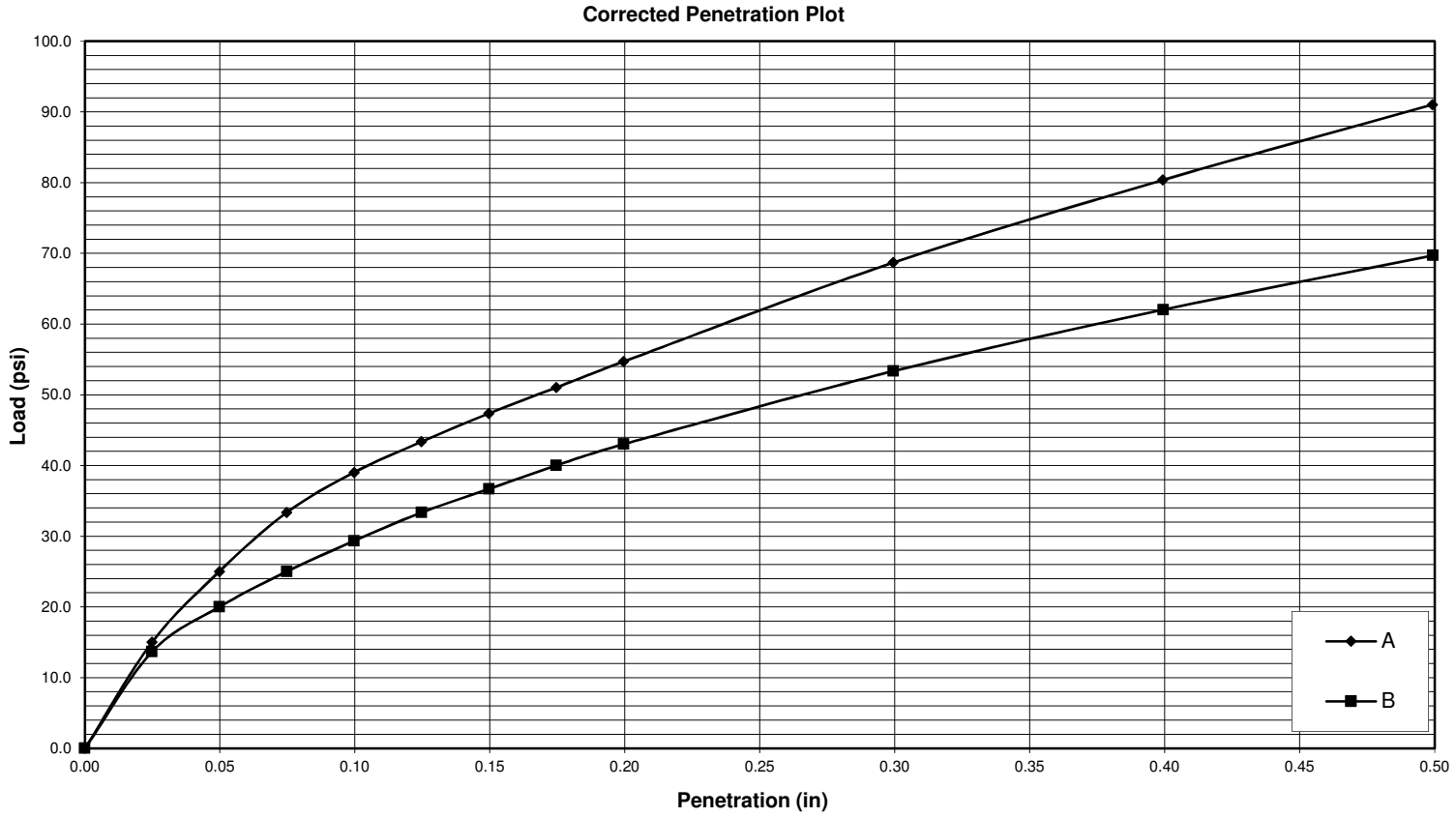
Project:	Lincoln Land	Job:	**11838**
Client:	Barr Engineering Company	Date:	2/20/19

Boring #:	RD69	RD69		Procedural Method:
Sample:	Soaked	Unsoaked		Specimens compacted to approximately 95% of maximum standard proctor density at optimum moisture content and as close to as received as possible. 1 specimen soaked for a period of 4 days while the other had no soak period.
Depth (ft):				
Type:	Bulk	Bulk		
Classification:	Lean Clay (CL/CH)	Lean Clay (CL/CH)		

Laboratory Moisture-Density Values				Index Properties	
Method:	ASTM:D698 Method B			LL:	Gs:
Maximum Dry Density (PCF):	104.8	104.8		PL:	Organic Content:
Desired Water Content:	18.8%	23.5%		PI:	pH:

Initial Molding Conditions			
Specimen	A	B	
Compaction Hammer:	5 lb	5 lb	
Number of Layers:	3	3	
Blows per Layer:	NA	NA	
Initial Moisture Content:	18.8%	23.5%	
Initial Dry Density (PCF)	100.1	98.9	
Relative Compaction	95.5%	94.4%	
Soaking Phase			
Days Soaked	4	0	
Surcharge (psf)	50	50	
Total Swell (%)	1.1%	N/A	
Penetration Phase			
Surcharge (psf)	50	50	
Corrected CBR Values			
at 0.1 inch (%)	**3.9%**	**3.0%**	
at 0.2 inch (%)	3.7%	2.9%	
Moisture Content After Penetration			
Top 1" of Specimen:	22.8%	23.3%	
Average of specimen:	21.3%	23.7%	

Stress vs. Penetration Graph



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Appendix C

Geotechnical Boring Logs from Preliminary Geotechnical Investigation

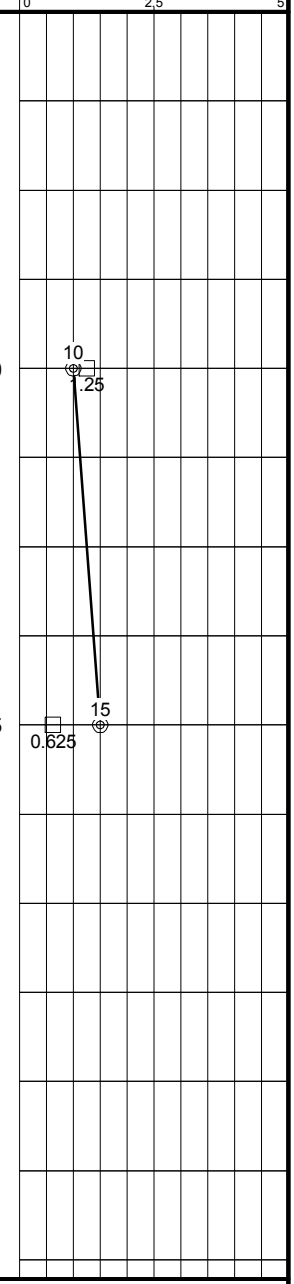
Barr Engineering Company
4300 MarketPointe Drive Suite 200
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD01

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4407977.5m, E:748531.7m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 3-inches thick.						
		POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; 4-inches thick.	0.3ft					
	0.5	LEAN CLAY (COMPACTED LOESS): dark brown to brown; moist; stiff; silty; trace gravel.	0.6ft					
	1.0							
	1.5							
	2.0					1	63	10
	2.5							
	3.0	LEAN CLAY (COMPACTED LOESS): brown and gray; moist; stiff; trace gravel.	3.0ft					
	3.5							
	4.0					2	75	15
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎ (10, 20, 30, 40)
REC% / RQD % ◆ (20, 40, 60, 80)
SHEAR STRENGTH, tsf
□ Qp/2 (0, 2.5, 5)



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	End of Drilling Dry	
Logged By:	SPR	At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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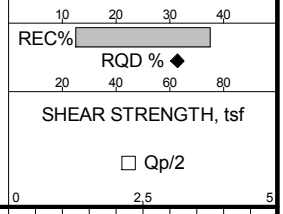
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD02

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4408981.9m, E:755054.3m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 3.5-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; 4-inches thick.	0.3ft					
		LEAN CLAY (LOESS): dark brown to black; moist; stiff.	0.7ft					
	1.0							
	1.5							
	2.0					1	67	13
	2.5	LEAN CLAY (LOESS): brown and gray; moist; stiff; silty.	2.5ft					
	3.0							
	3.5							
	4.0					2	100	15
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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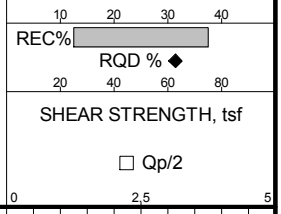
LOG OF BORING RD03

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4406241.9m, E:749594.0m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 3-inches thick.						
		POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; 3-inches thick.	0.3ft					
	0.5	LEAN CLAY (COMPACTED LOESS): dark brown to black; moist; stiff; trace gravel.	0.5ft					
	1.0							
	1.5							
	2.0					1	67	9
	2.5							
	3.0	LEAN CLAY (COMPACTED LOESS): brown and gray; moist; stiff; silty; trace gravel.	3.0ft					
	3.5							
	4.0					2	71	9
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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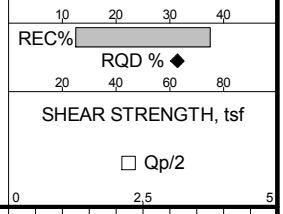
Telephone: 952-832-2600

LOG OF BORING RD04

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4406710.2m, E:753307.5m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 15-inches thick.						
	0.5							
	1.0							
	1.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; loose; 8-inches thick.	1.3ft					
	2.0	LEAN CLAY: black to dark brown; moist; stiff; trace gravel; some sand.	1.9ft			1	83	10
	2.5							
	3.0							
	3.5	ASPHALT: black; buried; no sample recovered from below asphalt.	3.5ft					
	4.0					2	67	25
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD05

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4403942.6m, E:747862.1m	Completion Depth:	5.0 ft
Datum:	NAD83		

Surface Elev.:

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
	0.0	ASPHALT: black; 8-inches thick.						
	0.5							
	1.0	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown; moist; 6-inches thick.	0.8ft					
	1.5	LEAN CLAY (COMPACTED LOESS): dark brown to black; moist; stiff.	1.3ft					
	2.0					1	75	9
	2.5							
	3.0							
	3.5							
	4.0					2	83	15
	4.5	LEAN CLAY (LOESS): brown with black and gray; moist; stiff.	4.5ft					
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

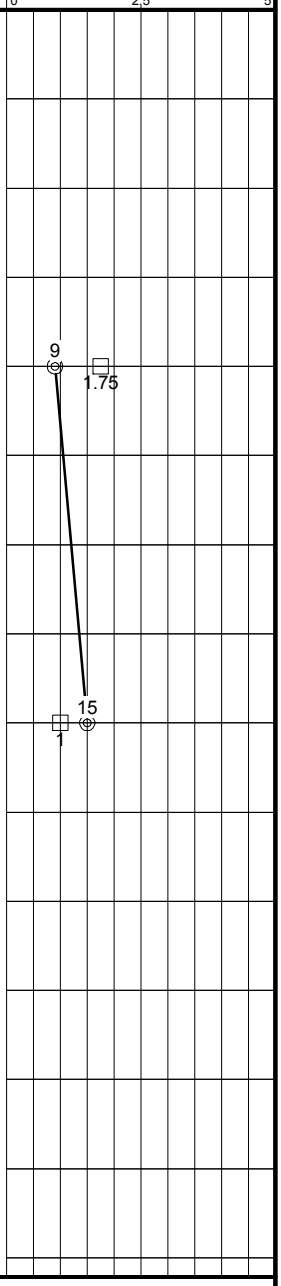
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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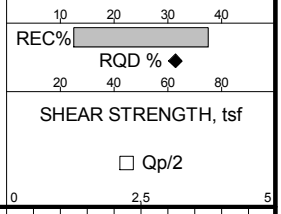
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD06

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4404499.5m, E:750086.8m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 8-inches thick.						
	0.5							
		POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; 8-inches thick.	0.7ft					
	1.0							
	1.5	LEAN CLAY (COMPACTED LOESS): black to dark brown; moist; stiff.	1.4ft					
	2.0					1	67	12
	2.5							
	3.0	LEAN CLAY (LOESS): brown and gray; moist; very stiff.	3.0ft					
	3.5							
	4.0					2	67	19
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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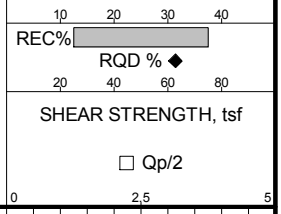
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD07

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4405552.5m, E:755669.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 8-inches thick.						
	0.5							
		POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; 6-inches thick.	0.7ft					
	1.0							
		LEAN CLAY (COMPACTED LOESS): dark brown with black; moist; stiff.	1.2ft					
	1.5							
	2.0					1	83	12
	2.5							
	3.0	LEAN CLAY (COMPACTED LOESS): brown and gray; moist; very stiff.	3.0ft					
	3.5							
	4.0					2	75	18
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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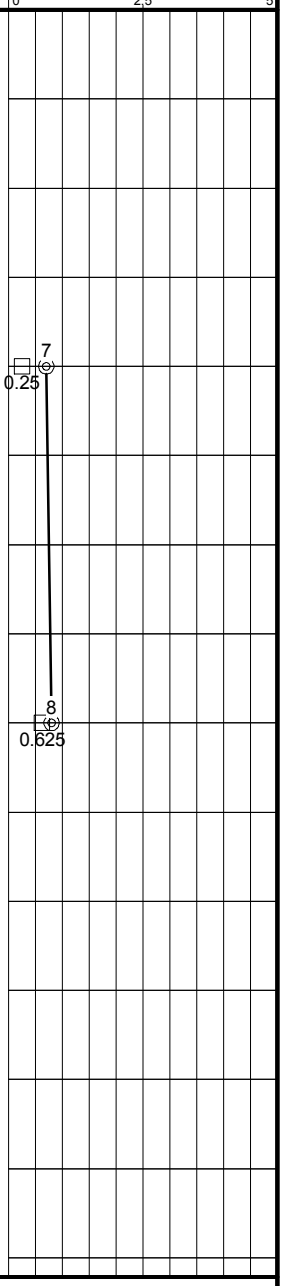
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD08

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4404347.8m, E:753411.7m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 4-inches thick.						
		CONCRETE: gray; 10-inches thick.	0.3ft					
	0.5							
	1.0							
		LEAN CLAY (LOESS): brown and gray; moist; medium stiff.	1.2ft					
	1.5							
	2.0					1	92	7
	2.5							
	3.0							
	3.5							
	4.0					2	88	8
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎
10 20 30 40
REC%
RQD % ◆
20 40 60 80
SHEAR STRENGTH, tsf
□ Qp/2
0 2.5 5



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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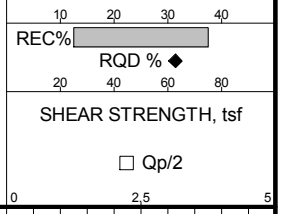
LOG OF BORING RD10

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4402075.0m, E:758424.8m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 3.5-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; 4-inches thick.	0.3ft					
		LEAN CLAY (LOESS): dark brown; moist; stiff.	0.7ft					
	1.0							
	1.5							
	2.0					1	83	10
	2.5							
	3.0							
	3.5	LEAN CLAY (LOESS): brown and gray; moist; stiff.	3.5ft					
	4.0					2	88	12
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



		Water Levels (ft)	Remarks:
Date Boring Started:	8/17/18	End of Drilling: Dry	
Date Boring Completed:	8/17/18	At Time of Drilling: Dry	
Logged By:	SPR		
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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LOG OF BORING RD11

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4399389.5m, E:758527.3m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 4-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; 3-inches thick.	0.3ft					
		LEAN CLAY (LOESS): dark brown to brown with gray; moist; medium dense.	0.6ft					
	1.0							
	1.5							
	2.0					1	83	8
	2.5	LEAN CLAY (LOESS): brown and gray; moist; stiff.	2.5ft					
	3.0							
	3.5							
	4.0					2	75	9
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

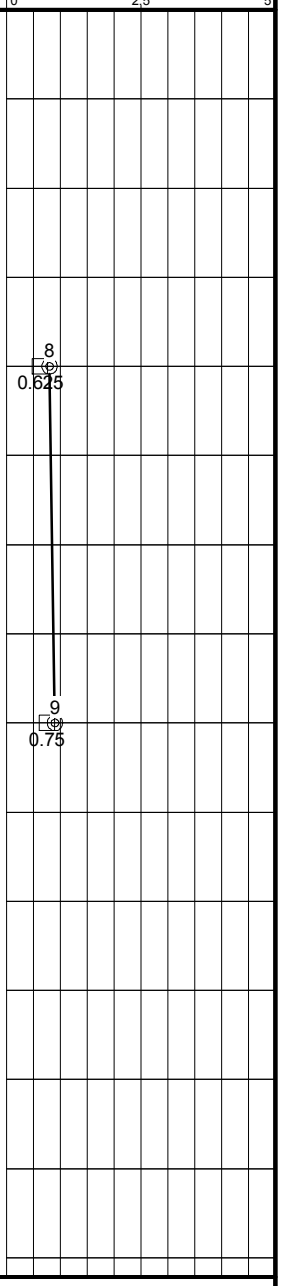
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling	
Logged By:	SPR	Dry	
Drilling Contractor:	GEOCON Professional Services	▼ At Time of Drilling	
Drill Rig:	Diedrich D-120	Dry	Weather:

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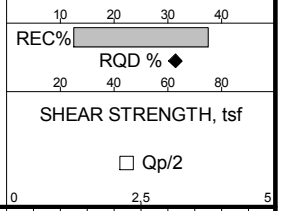
LOG OF BORING RD12

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4399948.4m, E:755269.6m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 3.5-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; 3.5-inches thick.	0.3ft					
		LEAN CLAY (LOESS): dark brown with brown and gray; moist; stiff.	0.6ft					
	1.0							
	1.5							
	2.0					1	67	9
	2.5	LEAN CLAY (LOESS): brown and gray; moist; stiff.	2.5ft					
	3.0							
	3.5							
	4.0					2	83	12
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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LOG OF BORING RD13

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4400603.3m, E:753579.6m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 13-inches thick.					
	0.5						
	1.0						
	1.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown; moist; 3-inches thick. 1.3ft					
		LEAN CLAY (COMPACTED LOESS): brown; moist; stiff to very stiff; trace gravel. 1.6ft					
	2.0				1	83	11
	2.5						
	3.0						
	3.5						
	4.0				2	92	21
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

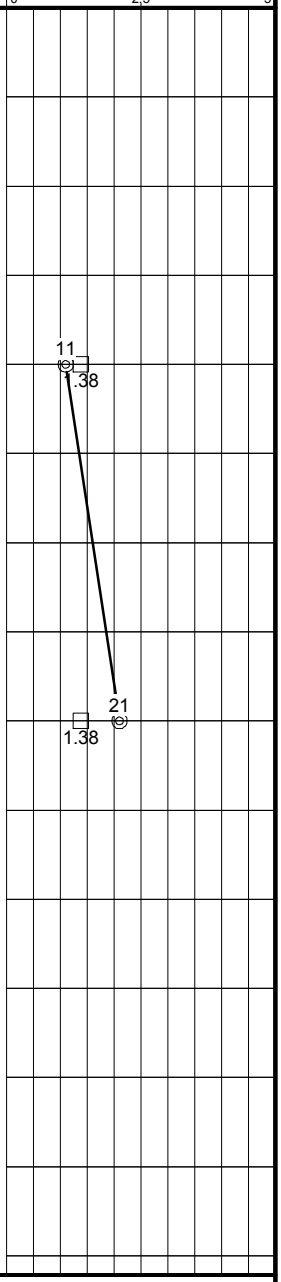
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling	
Logged By:	SPR	Dry	
Drilling Contractor:	GEOCON Professional Services	▼ At Time of Drilling	
Drill Rig:	Diedrich D-120	Dry	Weather:

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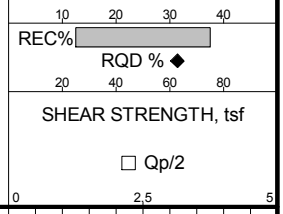
LOG OF BORING RD14

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4399730.2m, E:751945.8m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 4-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown to gray; moist; 4-inches thick.	0.4ft					
		LEAN CLAY (LOESS): dark brown with brown and gray; moist; medium stiff.	0.7ft					
	1.0							
	1.5							
	2.0					1	92	8
	2.5	LEAN CLAY (LOESS): brown and gray with orange; moist; stiff.	2.5ft					
	3.0							
	3.5							
	4.0					2	83	14
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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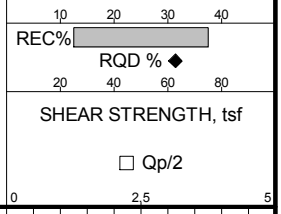
LOG OF BORING RD15

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4400451.2m, E:750361.6m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 4-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown; moist; 4-inches thick.	0.3ft					
		LEAN CLAY (LOESS): black to dark brown; moist; stiff.	0.7ft					
	1.0							
	1.5							
	2.0					1	75	10
	2.5							
	3.0							
	3.5	LEAN CLAY (LOESS): brown and gray; moist; stiff.	3.5ft					
	4.0					2	92	13
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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LOG OF BORING RD16

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4400209.7m, E:746062.1m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %	STANDARD PENETRATION TEST DATA N in blows/ft ◎ / REC% / RQD % ◆ / SHEAR STRENGTH, tsf □ Qp/2
		Surface Elev.:							
	0.0	ASPHALT: black; 4-inches thick.							
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown and gray; moist; 4-inches thick.	0.3ft						
		LEAN CLAY (COMPACTED LOESS): brown and gray; moist; medium stiff.	0.7ft						
	1.0								
	1.5								
	2.0					1	88	8	◎ 8, □ 0.75
	2.5								
	3.0								
	3.5								
	4.0	LEAN CLAY (LOESS): brown with gray; moist; medium stiff.	4.0ft			2	96	8	◎ 8, □ 0.25
	4.5								
	5.0	Bottom of Boring at 5.0 feet	5.0ft						

Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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LOG OF BORING RD17

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4398665.2m, E:747199.8m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %	STANDARD PENETRATION TEST DATA N in blows/ft ◎ / REC% / RQD % ◆ / SHEAR STRENGTH, tsf □ Qp/2
	Surface Elev.:							
	0.0	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown; moist; 2-inches thick. 0.2ft						
		LEAN CLAY (LOESS): dark brown with brown; moist; stiff.						
	0.5							
	1.0							
	1.5							
	2.0				1	92	12	12 ◎ □ 1.88
	2.5							
	3.0							
	3.5	LEAN CLAY (LOESS): brown and gray; moist; very stiff. 3.5ft						
	4.0				2	83	17	17 ◎ □ 0.625
	4.5							
	5.0	Bottom of Boring at 5.0 feet 5.0ft						

Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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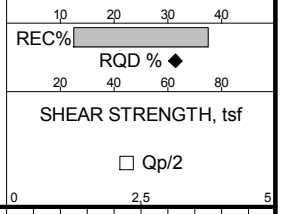
LOG OF BORING RD18

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4397534.1m, E:746068.7m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 4-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown to gray; moist; 4-inches thick.	0.3ft					
		LEAN CLAY (LOESS): brown; moist; stiff.	0.7ft					
	1.0							
	1.5							
	2.0					1	92	10
	2.5							
	3.0							
	3.5							
	4.0					2	83	12
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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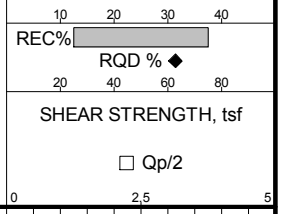
LOG OF BORING RD19

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4396300.5m, E:747943.9m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 7-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown to gray; moist.	0.6ft					
	1.0	LEAN CLAY (COMPACTED LOESS): brown to dark brown with gray; moist; stiff.	1.0ft					
	1.5							
	2.0	LEAN CLAY (LOESS): brown; moist; very stiff; slightly blocky.	2.0ft			1	100	13
	2.5							
	3.0							
	3.5							
	4.0					2	100	17
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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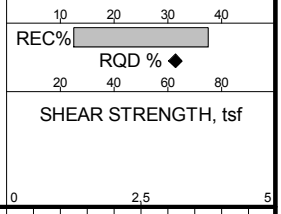
LOG OF BORING RD20

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4397262.9m, E:750917.2m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 8-inches thick.					
	0.5	LEAN CLAY (LOESS): brown with gray; moist; stiff. 0.7ft					
	1.0						
	1.5						
	2.0				1	79	9
	2.5						
	3.0						
	3.5						
	4.0				2	83	12
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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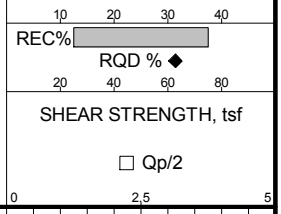
LOG OF BORING RD21

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4398695.0m, E:753662.3m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 13-inches thick.						
	0.5							
	1.0	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown; moist.	1.1ft					
		LEAN CLAY (COMPACTED LOESS): dark brown to brown with gray; moist; stiff.	1.3ft					
	1.5							
	2.0					1	92	11
	2.5							
	3.0	LEAN CLAY (LOESS): brown and gray; moist; stiff.	3.0ft					
	3.5							
	4.0					2	63	13
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD22

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4397415.1m, E:754826.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; 7-inches thick.					
	0.5	LEAN CLAY (LOESS): dark brown with brown and gray; moist; medium stiff. 0.7ft					
	1.0						
	1.5						
	2.0				1	50	7
	2.5	LEAN CLAY (LOESS): brown and gray; moist; stiff. 2.5ft					
	3.0						
	3.5						
	4.0				2	67	12
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

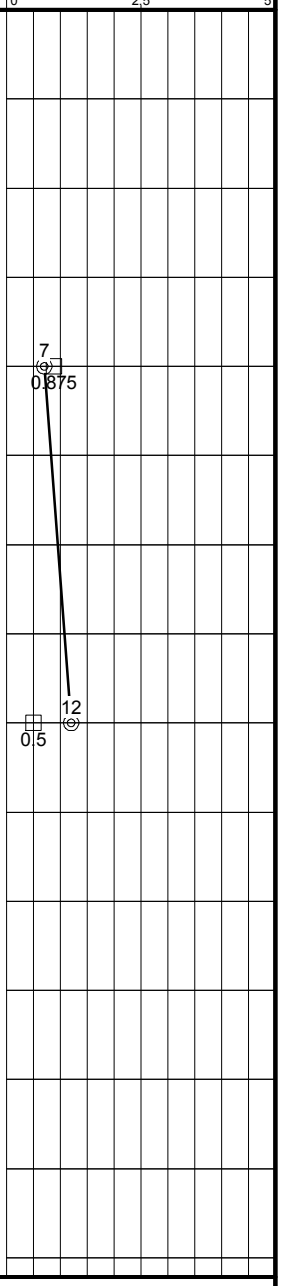
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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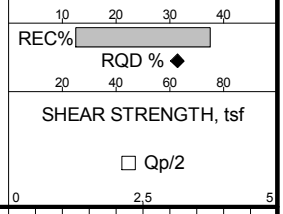
LOG OF BORING RD23

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4397511.0m, E:757260.6m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 3.5-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; 3.5-inches thick.	0.4ft					
		LEAN CLAY (LOESS): dark brown to brown with gray; moist; stiff.	0.8ft					
	1.0							
	1.5							
	2.0					1	75	10
	2.5	LEAN CLAY (LOESS): brown and gray; moist; stiff.	2.5ft					
	3.0							
	3.5							
	4.0					2	83	14
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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LOG OF BORING RD24

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4395920.2m, E:757882.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %	STANDARD PENETRATION TEST DATA N in blows/ft ◎ / REC% / RQD % ◆ / SHEAR STRENGTH, tsf □ Qp/2
		Surface Elev.:							
	0.0	ASPHALT: black; 3-inches thick.							
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown; moist; 5-inches thick.	0.3ft						
		LEAN CLAY (COMPACTED LOESS): brown to dark brown; moist; stiff.	0.7ft						
	1.0								
	1.5								
	2.0					1	100	9	9 ◎ □ 1.25
	2.5								
	3.0	LEAN CLAY (LOESS): brown with dark brown, gray, and orange mottling; moist; stiff.	3.0ft						
	3.5								
	4.0					2	100	12	12 ◎ □ 1.25
	4.5								
	5.0	Bottom of Boring at 5.0 feet	5.0ft						

Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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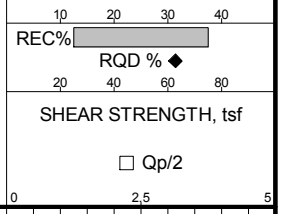
LOG OF BORING RD25

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4396575.0m, E:753761.5m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 13-inches thick.						
	0.5							
	1.0	LEAN TO FAT CLAY (COMPACTED LOESS): dark brown to black; moist; stiff.	1.1ft					
	1.5							
	2.0					1	100	11
	2.5							
	3.0	LEAN TO FAT CLAY (LOESS): dark gray to black; moist; very stiff; trace roots.	3.0ft					
	3.5							
	4.0					2	100	19
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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LOG OF BORING RD26

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4395698.6m, E:752177.3m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %	STANDARD PENETRATION TEST DATA N in blows/ft ◎ / REC% / RQD % ◆ / SHEAR STRENGTH, tsf □ Qp/2
		Surface Elev.:							
	0.0	ASPHALT: black; 4-inches thick.							
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown with gray; moist; 5-inches thick.	0.3ft						
	1.0	LEAN CLAY (COMPACTED LOESS): dark brown; moist; stiff.	0.8ft						
	1.5								
	2.0					1	75	10	◎ 10, □ 1.13
	2.5								
	3.0								
	3.5								
	4.0	LEAN CLAY (LOESS): brown and gray; moist; stiff; silty.	4.0ft			2	96	10	◎ 10, □ 0.75
	4.5								
	5.0	Bottom of Boring at 5.0 feet	5.0ft						

Date Boring Started:	8/17/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/17/08	▼ End of Drilling Dry	
Logged By:	SPR	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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LOG OF BORING RD27

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4394689.8m, E:748198.6m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 7-inches thick.						
	0.5	LEAN CLAY (COMPACTED LOESS): brown to dark brown with orange; moist; stiff; slightly blocky.	0.6ft					
	1.0							
	1.5							
	2.0					1	100	10
	2.5	LEAN CLAY (LOESS): brown with gray and orange; moist to wet; stiff; trace roots.	2.5ft					
	3.0							
	3.5							
	4.0					2	100	10
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

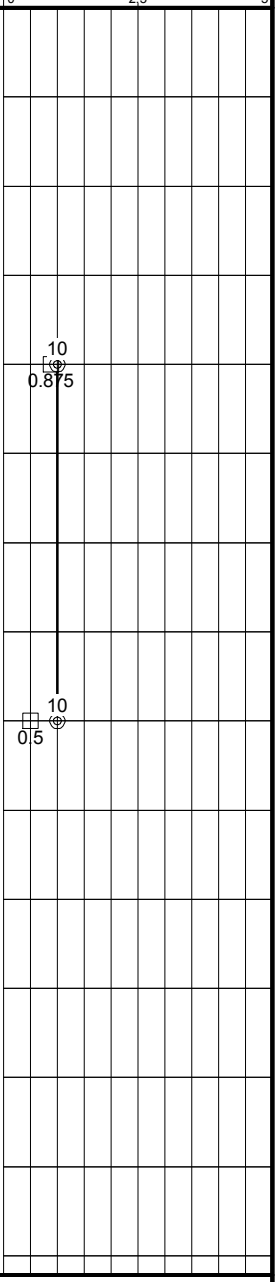
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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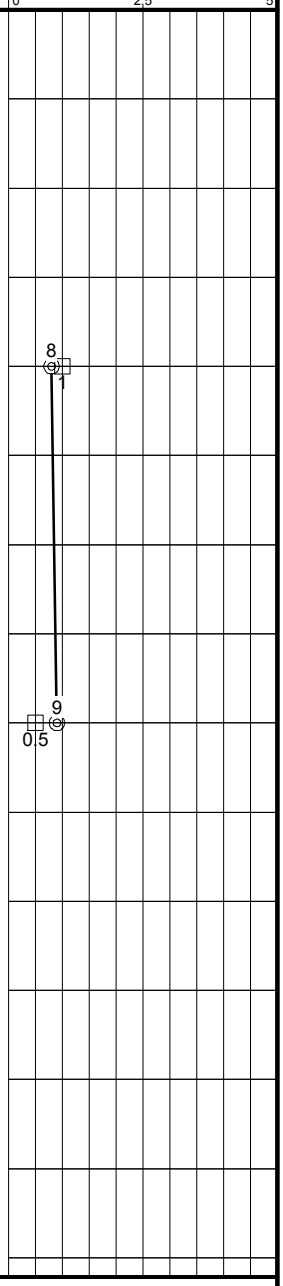
LOG OF BORING RD28

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4393006.4m, E:747044.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Surface Elev.:

Depth, feet	MATERIAL DESCRIPTION	Sample No.	% Recovery	SPT, N value or RQD %
0.0	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown; moist; 4-inches thick.			
0.3ft	LEAN CLAY (COMPACTED LOESS): dark brown to brown with orange; moist; stiff.			
2.0		1	100	8
3.0	LEAN CLAY (LOESS): gray to brown with orange; moist to wet; medium stiff.			
4.0		2	100	9
5.0	Bottom of Boring at 5.0 feet			

Graphic Log | Samples | STANDARD PENETRATION TEST DATA N in blows/ft ◎ (10, 20, 30, 40) | REC% | RQD % ◆ (20, 40, 60, 80) | SHEAR STRENGTH, tsf □ Qp/2 (0, 2.5, 5)



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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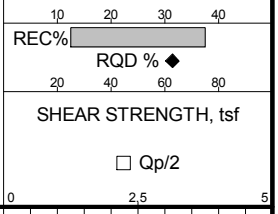
LOG OF BORING RD29

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4394021.8m, E:750937.1m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 4-inches thick.						
	0.5	LEAN CLAY (COMPACTED LOESS): dark brown to black; moist.	0.3ft					
	1.0							
	1.5	LEAN CLAY (LOESS): brown to dark brown; moist; stiff.	1.5ft					
	2.0	LEAN CLAY (LOESS): gray with brown and orange; moist; very stiff.	2.0ft			1	100	10
	2.5							
	3.0							
	3.5							
	4.0					2	100	19
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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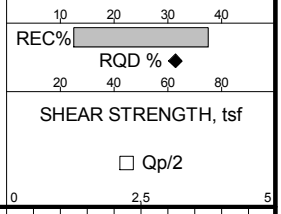
LOG OF BORING RD30

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4394078.0m, E:753873.9m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 13-inches thick.						
	0.5							
	1.0	LEAN CLAY WITH SAND AND GRAVEL (COMPACTED LOESS): dark brown with gray; moist; slightly blocky.	1.1ft					
	1.5	LEAN CLAY (LOESS): brown; moist; stiff; slightly blocky.	1.5ft					
	2.0					1	100	12
	2.5							
	3.0	LEAN CLAY (LOESS): light grayish tan; moist; very stiff.	3.0ft					
	3.5							
	4.0					2	100	17
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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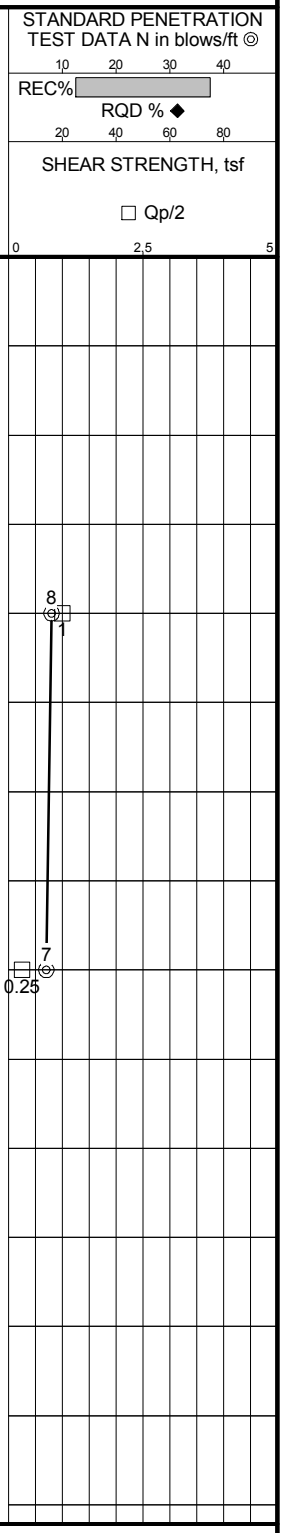
LOG OF BORING RD31

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4393482.7m, E:752673.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 3.5-inches thick.						
		CHIPSEAL: black to gray; 3.5-inches thick.	0.3ft					
	0.5	LEAN CLAY (LOESS): brown with orange; moist; medium stiff.	0.7ft					
	1.0							
	1.5							
	2.0					1	100	8
	2.5							
	3.0	LEAN CLAY (LOESS): light gray; moist to wet; medium stiff.	3.0ft					
	3.5							
	4.0					2	100	7
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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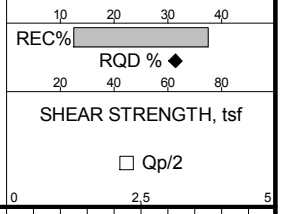
LOG OF BORING RD32

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4393439.7m, E:755557.3m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 7-inches thick.					
	0.5						
		LEAN CLAY (COMPACTED LOESS): dark brown with orange; moist; medium stiff; slightly blocky. 0.7ft					
	1.0						
	1.5						
	2.0				1	100	8
	2.5						
	3.0	LEAN CLAY (LOESS): brown with gray and orange; moist; stiff. 3.0ft					
	3.5						
	4.0				2	100	13
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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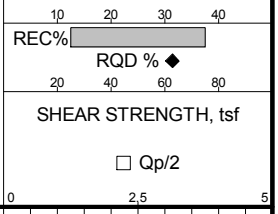
LOG OF BORING RD33

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4394799.0m, E:759942.8m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 5-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown to gray; moist; 3-inches thick.	0.4ft					
		LEAN CLAY (COMPACTED LOESS): dark brown; moist.	0.7ft					
	1.0							
	1.5	LEAN CLAY (COMPACTED LOESS): brown to orange; moist; stiff.	1.5ft					
	2.0					1	100	14
	2.5							
	3.0	LEAN CLAY (LOESS): light gray with dark brown; moist; stiff.	3.0ft					
	3.5							
	4.0					2	100	13
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD34

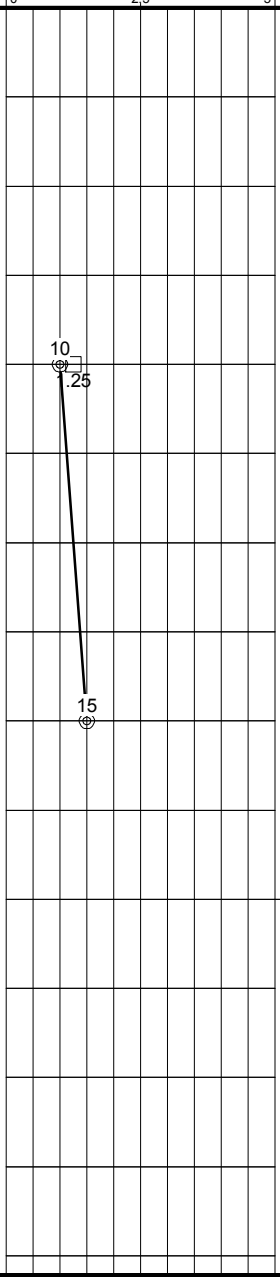
Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4393072.6m, E:758801.8m	Completion Depth:	5.0 ft
Datum:	NAD83		

Surface Elev.:

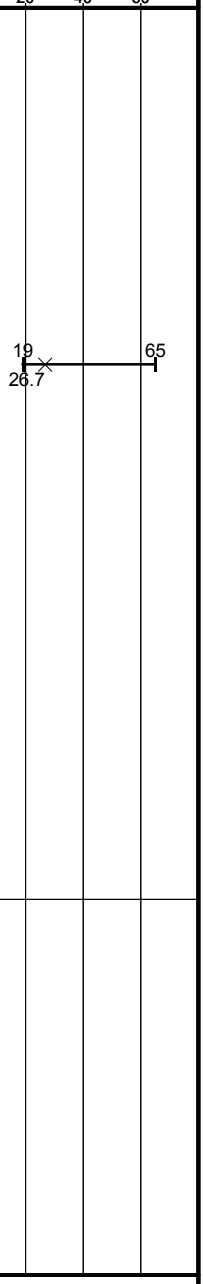
Depth, feet	MATERIAL DESCRIPTION	Sample No.	% Recovery	SPT, N value or RQD %
0.0	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown; moist; 5-inches thick.			
0.5	FAT CLAY (COMPACTED LOESS): dark brown to brown with orange; moist; stiff. 0.4ft			
1.0				
1.5				
2.0		1	100	10
2.5	LEAN CLAY (LOESS): brown; moist; stiff; gray mottling. 2.5ft			
3.0				
3.5				
4.0		2	100	15
4.5				
5.0	Bottom of Boring at 5.0 feet 5.0ft			

Graphic Log / Samples

STANDARD PENETRATION TEST DATA N in blows/ft ◎ (10, 20, 30, 40)
REC% ▬
RQD % ◆ (20, 40, 60, 80)
SHEAR STRENGTH, tsf □ Qp/2 (0, 2.5, 5)



NATURAL DRY DENSITY (pcf) ☆ (80, 100, 120)
WATER CONTENT (%) × PL LL (20, 40, 60)



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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Telephone: 952-832-2600

LOG OF BORING RD35

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4390916.2m, E:758884.5m	Completion Depth:	5.0 ft
Datum:	NAD83		

Surface Elev.:

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
	0.0	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown; moist; 4.5-inches thick.					
	0.5	LEAN CLAY (COMPACTED LOESS): brown with gray; moist; stiff. 0.4ft					
	1.0						
	1.5						
	2.0				1	100	9
	2.5						
	3.0	LEAN CLAY (LOESSO: brown with orange; moist; stiff. 3.0ft					
	3.5						
	4.0				2	100	11
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					

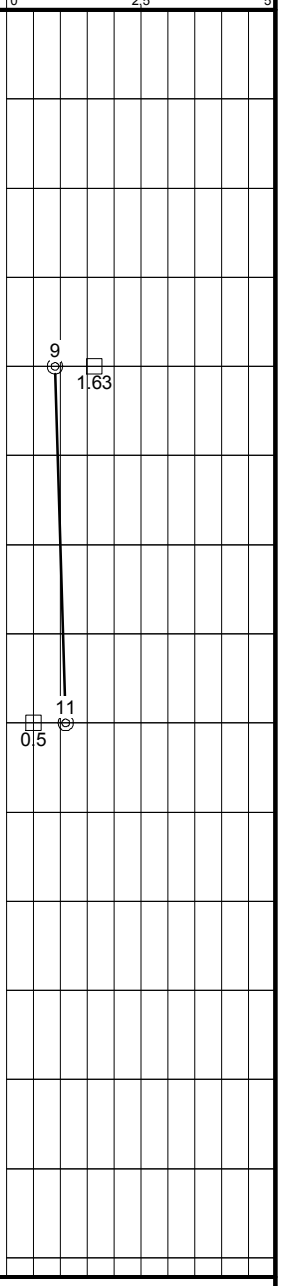
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling Dry	
Logged By:	SPR	▼ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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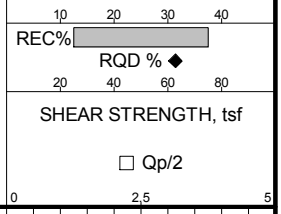
LOG OF BORING RD36

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4391438.8m, E:748370.6m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 6-inches thick.						
	0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): dark brown; moist.	0.5ft					
		LEAN CLAY (COMPACTED LOESS): brown to gray; moist; stiff; trace gravel.	0.7ft					
	1.0							
	1.5							
	2.0					1	100	9
	2.5	LEAN CLAY (LOESS): gray with brown; moist; stiff; trace roots.	2.5ft					
	3.0							
	3.5							
	4.0					2	100	9
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

STANDARD PENETRATION TEST DATA N in blows/ft ◎



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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LOG OF BORING RD37

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4388968.2m, E:747755.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %	STANDARD PENETRATION TEST DATA N in blows/ft ◎ / REC% / RQD % ◆ / SHEAR STRENGTH, tsf □ Qp/2
	Surface Elev.:							
	0.0	ASPHALT: black; 10-inches thick.						
	0.5							
		LEAN CLAY (COMPACTED LOESS): brown; moist; slightly blocky. 0.8ft						
	1.0							
	1.5							
	2.0				1	100	10	◎ 10; □ 1.25
	2.5							
	3.0	LEAN CLAY (LOESS): tan with orange; moist. 3.0ft						
	3.5							
	4.0				2	100	12	◎ 12; □ 0.5
	4.5							
	5.0	Bottom of Boring at 5.0 feet 5.0ft						

Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD38

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4390532.6m, E:749574.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Surface Elev.:

Depth, feet	MATERIAL DESCRIPTION		Sample No.	% Recovery	SPT, N value or RQD %
0.0	ASPHALT: black; 8.5-inches thick.				
0.5	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown; moist; 7-inches thick.	0.7ft			
1.0	LEAN TO FAT CLAY (COMPACTED LOESS): dark brown to black; moist; stiff; trace roots.	1.3ft			
1.5					
2.0			1	100	14
2.5					
3.0					
3.5					
4.0			2	100	19
4.5	LEAN CLAY (LOESS): brown; moist; very stiff.	4.5ft			
5.0	Bottom of Boring at 5.0 feet	5.0ft			

Graphic Log / Samples

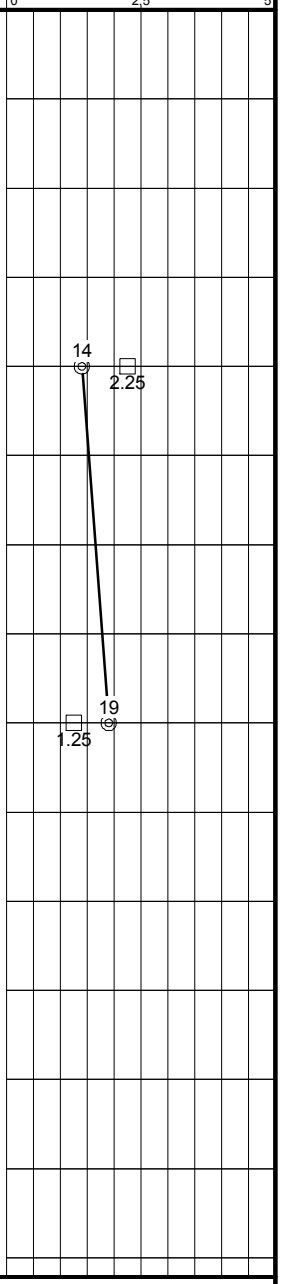
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD39

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4389117.0m, E:750546.8m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:						
	0.0	ASPHALT: black; 13-inches thick.						
	0.5							
	1.0	POORLY GRADED GRAVEL WITH SAND (AGGREGATE BASE): brown to gray; moist.	1.1ft					
	1.5	LEAN TO FAT CLAY (COMPACTED LOESS): dark brown; moist; very stiff; trace roots.	1.6ft					
	2.0					1	100	13
	2.5							
	3.0	LEAN CLAY (LOESS): orangish tan; moist; very stiff.	3.0ft					
	3.5							
	4.0					2	100	16
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

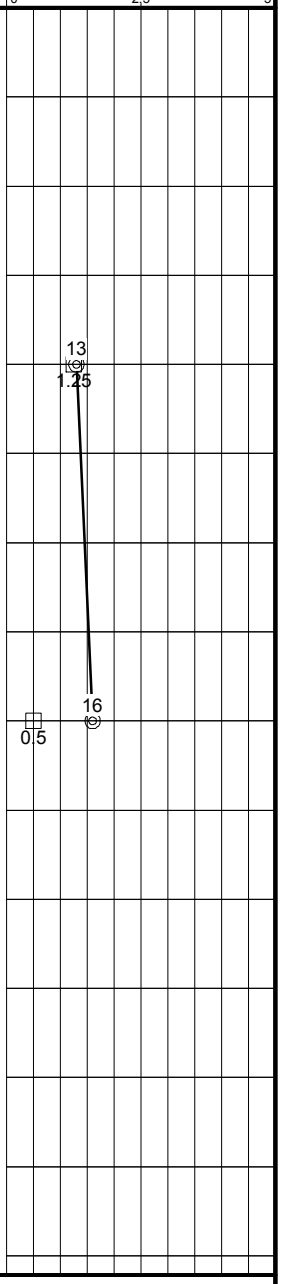
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling Dry	
Logged By:	SPR	▽ At Time of Drilling Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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Barr Engineering Company
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Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD40

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4391154.3m, E:752779.2m	Completion Depth:	5.0 ft
Datum:	NAD83		

Surface Elev.:

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION		Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
	0.0	ASPHALT: black; 4-inches thick.						
		CHIPSEAL: black to gray; 4-inches thick.	0.3ft					
	0.5	LEAN CLAY (COMPACTED LOESS): brown; moist; medium stiff.	0.7ft					
	1.0							
	1.5							
	2.0					1	100	8
	2.5							
	3.0	LEAN CLAY (LOESS): orangish brown; moist to wet; medium stiff.	3.0ft					
	3.5							
	4.0					2	100	6
	4.5							
	5.0	Bottom of Boring at 5.0 feet	5.0ft					

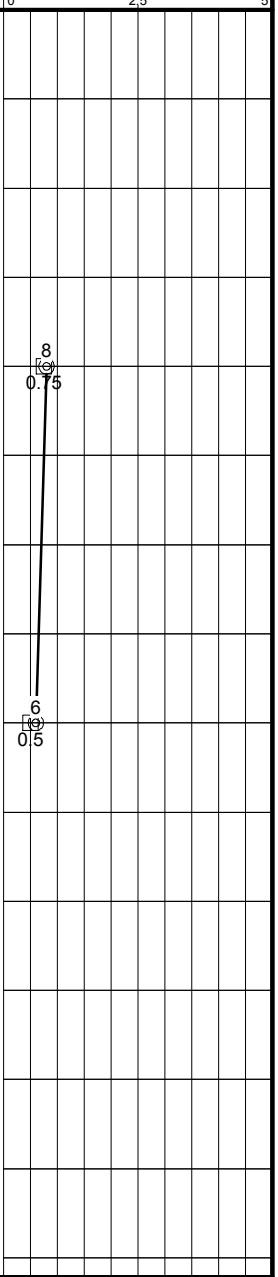
STANDARD PENETRATION TEST DATA N in blows/ft ◎

REC% (10, 20, 30, 40)

RQD % ◆ (20, 40, 60, 80)

SHEAR STRENGTH, tsf

□ Qp/2 (0, 2.5, 5)



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	▼ End of Drilling	
Logged By:	SPR	Dry	
Drilling Contractor:	GEOCON Professional Services	▽ At Time of Drilling	
Drill Rig:	Diedrich D-120	Dry	Weather:

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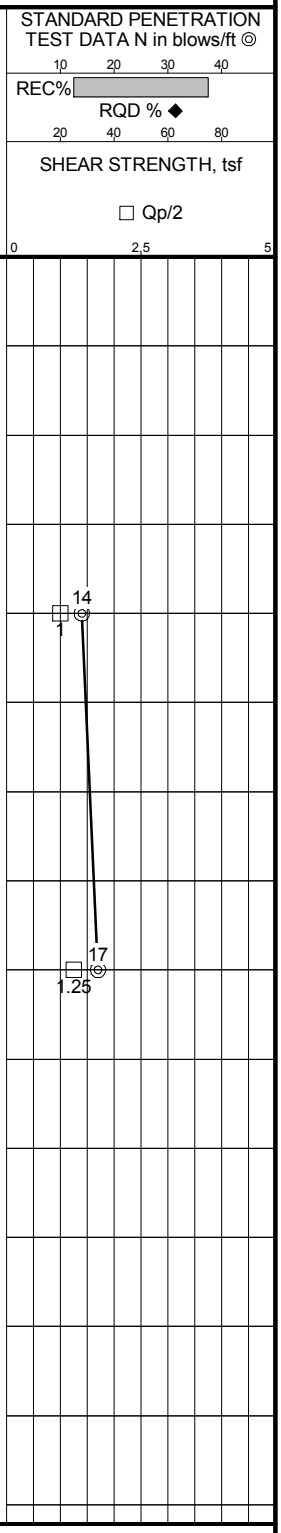
Minneapolis, MN 55435
Telephone: 952-832-2600

LOG OF BORING RD41

Project:	Lincoln Land Preliminary Wind Project	Surface Elevation:	
Job No.:	13681002.01	Drilling Method:	HSA
Location:	Morgan County, Illinois	Sampling Method:	Split Spoon
Coordinates:	UTM 15N N:4396530.9m, E:755428.4m	Completion Depth:	5.0 ft
Datum:	NAD83		

Elevation, feet	Depth, feet	MATERIAL DESCRIPTION	Graphic Log	Samples	Sample No.	% Recovery	SPT, N value or RQD %
		Surface Elev.:					
	0.0	ASPHALT: black; 7-inches thick.					
	0.5	LEAN CLAY (COMPACTED LOESS): dark brown; moist; stiff. 0.6ft					
	1.0						
	1.5						
	2.0				1	100	14
	2.5						
	3.0	LEAN CLAY (LOESS): brown with gray and orange mottling; moist; very stiff. 3.0ft					
	3.5						
	4.0				2	100	17
	4.5						
	5.0	Bottom of Boring at 5.0 feet 5.0ft					



Date Boring Started:	8/18/18	Water Levels (ft)	Remarks:
Date Boring Completed:	8/18/18	End of Drilling: Dry	
Logged By:	SPR	At Time of Drilling: Dry	
Drilling Contractor:	GEOCON Professional Services		
Drill Rig:	Diedrich D-120		Weather:

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Appendix D

Truck Count Rates

Appendix D
Truck Count Rates

TURBINE COMPONENTS		
Tower	3.0	trucks/turbine
Blades	3.0	trucks/turbine
Nacelle	1.0	trucks/turbine
CRANES		
Main Crane	30.0	trucks
Assisting Crane	20.0	trucks
CONCRETE		
Lean Concrete	3.0	trucks/turbine
Structural Concrete	41.0	trucks/turbine
STEEL		
Steel Tons	1.7	trucks/turbine
AGGREGATE		
Laydown	430.2	trucks
O&M	107.6	trucks
Substation	107.6	trucks
Access Roads	0.040	trucks/ft
Public Roads (29')	0.036	trucks/ft
Public Roads (17')	0.021	trucks/ft
Turbine Ring	2.8	trucks/turbine
Crane Pad	16.0	trucks/turbine
INTERSECTION IMPROVEMENTS		
Aggregate	31.8	trucks/improvement
Water(Compaction)	1.9	trucks/improvement

WATER FOR COMPACTION		
Backfill	5.2	trucks/turbine
Laydown	25.8	trucks
O&M	6.5	trucks
Substation	6.5	trucks
Access Roads	0.002	trucks/ft
Public Roads	0.001	trucks/ft
Turbine Ring	0.2	trucks/turbine
Crane Pad	1.0	trucks/turbine
WATER FOR DUST CONTROL		
Laydown	19.4	trucks
O&M	4.8	trucks
Substation	4.8	trucks
Access Roads	0.002	trucks/ft
Gravel Public Roads	0.002	trucks/ft
Construction Time	32.000	weeks
Application Rate	1.000	times/week
Application Times	32.000	times
MISCELLANEOUS		
Miscellaneous	10.0	trucks/turbine
Laydown	50.0	trucks

Appendix E

ESAL Calculations

	TOWER	BLADES	NACELLES	CONCRETE	STEEL	AGGREGATE	WATER	MISCELLANEOUS
EALF	9.3	5.1	10.9	2.1	2.4	2.1	1.3	2.4

NUMBER OF ESALs BY DELIVERY ITEM

ID	ROAD	BETWEEN ROADS		TOWER	BLADES	NACELLES	CONCRETE	STEEL	AGGREGATE	WATER	MISCELLANEOUS	TOTAL
001	York Road	Lindsey Road**	Twyford Road	56	31	22	186	8	566	45	122	1,035
002	Twyford Road	Madison Road	Green Farm Road	56	31	22	186	8	633	48	122	1,104
003	Green Farm Road	Harris Road	Twyford Road	56	31	22	186	8	700	50	122	1,174
004	Harris Road	Green Farm Road	Walpole Road	56	31	22	186	8	767	53	122	1,244
005	Harris Road - A	Walpole Road	Bluegrass Road	83	46	33	279	13	939	70	146	1,608
006	Harris Road - B	Walpole Road	Bluegrass Road	111	62	44	372	17	1,133	88	170	1,996
007	Bluegrass Road	Harris Road	Old State Road	111	62	44	372	17	1,334	96	170	2,205
008	Green Farm Road	Twyford Road**	Old State Road	28	15	11	93	4	216	20	24	411
009	Old State Road	Matson Road	Green Farm Road	28	15	11	93	4	194	19	24	388
010	Old State Road	Green Farm Road	Wallbaum Lane	56	31	22	186	8	477	41	49	869
011	Old State Road - A	Wallbaum Lane	Orleans Road	111	62	44	372	17	886	80	97	1,668
012	Old State Road - B	Wallbaum Lane	Orleans Road	167	92	66	557	25	1,428	127	146	2,608
013	Old State Road	Orleans Road	Bluegrass Road	222	123	87	743	34	1,861	165	194	3,430
014	Orleans Road	Old State Road	Courier Road	56	31	22	186	8	366	36	49	752
015	Orleans Road	Courier Road	Old Route 36**	28	15	11	93	4	238	21	24	435
016	Old State Road - A	Bluegrass Road	County Highway 123	361	200	142	1,208	55	3,367	276	389	5,998
017	Old State Road - B	Bluegrass Road	County Highway 123	389	215	153	1,301	59	3,561	294	413	6,386
018	County Highway 123	Negus Road**	Old State Road	28	15	11	93	4	172	17	24	364
019	Old State Road	County Highway 123	Bloom Road	278	154	109	929	42	2,775	238	316	4,842
020	Old State Road - A	Bloom Road	Sangamon Morgan County Line Road	222	123	87	743	34	2,300	196	267	3,972
021	Old State Road - B	Bloom Road	Sangamon Morgan County Line Road	111	62	44	372	17	798	74	170	1,647
022	Sangamon Morgan County Line Road	Old State Road	St Mary's Road**	56	31	22	186	8	410	39	122	872
023	Cockin Road	Robin Road	Kennett Road**	56	31	22	186	8	388	37	49	776
024	Robin Road - A	County Highway 123	Cockin Road	56	31	22	186	8	455	40	49	845
025	Robin Road - B	County Highway 123	Cockin Road	111	62	44	372	17	798	74	97	1,574
026	County Highway 123	Old State Road	Robin Road	723	400	284	2,415	109	6,946	581	778	12,236
027	County Highway 123	Robin Road	Interstate 72	862	477	339	2,880	130	7,917	670	899	14,174
028	County Highway 123	Interstate 72	Old Route 36	778	431	306	2,229	118	7,693	640	753	12,948
029	Old Route 36	County Highway 123	Cockin Road	139	77	55	464	21	1,213	105	194	2,269
030	Old Route 36 - A	Cockin Road	Sangamon Morgan County Line Road	139	77	55	464	21	1,213	105	194	2,269
031	Old Route 36 - B	Cockin Road	Sangamon Morgan County Line Road	111	62	44	372	17	997	85	170	1,857
032	Sangamon Morgan County Line Road	Interstate 72	Old Route 36	28	15	11	93	4	304	26	24	505
033	Sangamon Morgan County Line Road - A	Old Route 36	Mansion Road	83	46	33	279	13	559	54	146	1,213
034	Sangamon Morgan County Line Road - B	Old Route 36	Mansion Road**	28	15	11	93	4	128	14	97	390
035	Old Route 36	Laydown Yard	County Highway 123	612	338	240	1,672	93	6,217	515	535	10,222
036	Old Route 36 - A	Orleans Road	Laydown Yard	584	323	229	1,579	88	5,182	442	510	8,937
037	Old Route 36 - B	Orleans Road	Laydown Yard	556	308	218	1,486	84	4,768	409	486	8,315
038	Old Route 36 - A	Witty Road	Orleans Road	111	62	44	0	17	666	65	97	1,062
039	Old Route 36 - B	Witty Road	Orleans Road	111	62	44	0	17	666	65	97	1,062
040	Old Route 36 - B	Arnold Road	Witty Road	28	15	11	279	4	40	8	24	409

* denotes approximate location of intersection

** denotes segment ends before intersection

EALF - Equivalent Axle Load Factor

ESAL - Equivalent Single Axle Load

03/22/19

V3

	TOWER	BLADES	NACELLES	CONCRETE	STEEL	AGGREGATE	WATER	MISCELLANEOUS
EALF	9.3	5.1	10.9	2.1	2.4	2.1	1.3	2.4

NUMBER OF ESALs BY DELIVERY ITEM

ID	ROAD	BETWEEN ROADS		TOWER	BLADES	NACELLES	CONCRETE	STEEL	AGGREGATE	WATER	MISCELLANEOUS	TOTAL
041	Witty Road	Old Route 36	Prairie College Road	83	46	33	279	13	559	54	73	1,140
042	Witty Road	Prairie College Road	Cox Road	83	46	33	279	13	559	54	73	1,140
043	Witty Road	Cox Road	Unnamed Road**	83	46	33	279	13	559	54	73	1,140
044	Orleans Road	Old Route 36	Bergschneider Road	445	246	175	1,486	67	4,035	341	389	7,184
045	Boston Road	Stevenson Road	Orleans Road	56	31	22	186	8	322	33	49	705
046	Bergschneider Road	Orleans Road	Franklin Alexander Road**	28	15	11	93	4	282	24	24	482
047	Orleans Road	Boston Road/Bergschneider Road	McQueen Lane	334	185	131	1,115	50	2,817	242	292	5,165
048	McQueen Lane	Orleans Road	McQueen Lane	334	185	131	1,115	50	2,750	239	292	5,095
049	McQueen Lane	McQueen Lane	Anderson Road	334	185	131	1,115	50	2,683	236	292	5,026
050	Anderson Road	McQueen Lane	Franklin Alexander Road	334	185	131	1,115	50	2,616	234	292	4,956
051	Hermes Road	Franklin Alexander Road	Contrary Lane	278	154	109	929	42	2,184	194	243	4,133
052	Contrary Lane - C	Old Route 36	Hermes Road	111	62	44	372	17	731	71	97	1,504
053	Contrary Lane - B	Old Route 36	Hermes Road	56	31	22	186	8	388	37	49	776
054	Contrary Lane - A	Old Route 36**	Hermes Road	28	15	11	93	4	172	17	24	364
055	Hermes Road	Contrary Lane	McCarty Road	28	15	11	93	4	348	29	24	552
056	Contrary Lane	Hermes Road	Loami Road	139	77	55	464	21	971	89	122	1,938
057	McCarty Road	Hermes Road	Loami Road	28	15	11	93	4	106	13	24	294
058	Loami Road	Contrary Lane	McCarty Road	83	46	33	279	13	538	51	73	1,116
059	Loami Road - A	McCarty Road	Stenemeyer Road	56	31	22	186	8	366	36	49	752
060	Loami Road - B	McCarty Road	Stenemeyer Road**	28	15	11	93	4	216	20	24	411
061	Contrary Lane	Loami Road	Kenny Road	28	15	11	93	4	106	13	24	294
062	Kenny Road	Contrary Lane	McCarty Road	250	138	98	836	38	1,706	155	219	3,440
063	Kenny Road	McCarty Road	Burnett Road	222	123	87	743	34	1,600	142	194	3,146
064	Kenny Road	Burnett Road	Duewer Road	111	62	44	372	17	843	75	97	1,620
065	Duewer Road	Kenny Road	Caruthers Road	111	62	44	372	17	776	72	97	1,551
066	Duewer Road	Caruthers Road	Grams Road	83	46	33	279	13	604	55	73	1,186
067	Duewer Road	Grams Road	Colwell Road	28	15	11	93	4	371	28	24	575
068	Duewer Road - A	Colwell Road	Clevenger Road	28	15	11	93	4	371	28	24	575
069	Duewer Road - B	Colwell Road	Clevenger Road**	28	15	11	93	4	304	26	24	505
071	Burnett Road - A	Kenny Road	Colwell Road	83	46	33	279	13	584	52	73	1,162
072	Burnett Road - B	Kenny Road	Colwell Road	56	31	22	186	8	478	39	49	868
073	Colwell Road -B	McNeely Road	Burnett Road	56	31	22	186	8	411	37	49	798
074	Colwell Road - A	McNeely Road	Burnett Road	28	15	11	93	4	283	22	24	481
075	McNeely Road	Colwell Road	Clevenger Road**	28	15	11	93	4	216	20	24	411
076	Kenny Road	Franklin Alexander Road	Contrary Lane	278	154	109	929	42	1,921	175	243	3,851
077	Franklin Alexander Road - A	Kenny Road	Pauls Road	56	31	22	186	8	278	30	49	658
078	Franklin Alexander Road - B	Kenny Road	Pauls Road	28	15	11	93	4	172	17	24	364
079	Franklin Alexander Road	Pauls Road	Austif Road**	28	15	11	93	4	172	17	24	364
080	Kenny Road	Dodsworth Road	Franklin Alexander Road	195	108	76	650	29	2,011	207	170	3,447
081	Dodsworth Road	Kenny Road	Pauls Road*	28	15	11	93	4	106	13	24	294

* denotes approximate location of intersection

** denotes segment ends before intersection

EALF - Equivalent Axle Load Factor

ESAL - Equivalent Single Axle Load

03/22/19

V3

	TOWER	BLADES	NACELLES	CONCRETE	STEEL	AGGREGATE	WATER	MISCELLANEOUS
EALF	9.3	5.1	10.9	2.1	2.4	2.1	1.3	2.4

NUMBER OF ESALs BY DELIVERY ITEM

ID	ROAD	BETWEEN ROADS		TOWER	BLADES	NACELLES	CONCRETE	STEEL	AGGREGATE	WATER	MISCELLANEOUS	TOTAL
082	Kenny Road	Flinn Road	Dodsworth Road	167	92	66	557	25	1,838	192	146	3,083
083	Kenny Road/Flinn Road	Flinn Road	Dodsworth Road	111	62	44	372	17	1,384	151	97	2,237
084	Flinn Road - A	Kenny Road	O&M/Substation	83	46	33	279	13	1,079	127	73	1,732
085	Flinn Road - B	Kenny Road	O&M/Substation	28	15	11	93	4	736	92	24	1,004
086	Franklin Alexander Road	Loami Road	Kenny Road	528	292	207	1,765	80	4,344	417	462	8,095
087	Loami Road	Schoolhouse Road	Franklin Alexander Road	528	292	207	1,765	80	4,411	419	462	8,165
088	Loami Road - B	Lukeman Road	Schoolhouse Road	556	308	218	1,858	84	4,627	439	486	8,576
089	Loami Road - A	Lukeman Road	Schoolhouse Road	584	323	229	1,951	88	4,754	454	510	8,894
090	Loami Road	Adams Road	Lukeman Road	584	323	229	1,951	88	4,754	454	510	8,894
091	Loami Road	Orleans Road	Adams Road	584	323	229	1,951	88	4,754	454	510	8,894
092	Orleans Road	Loami Road	Lukeman Road	28	15	11	93	4	217	18	24	411
093	Lukeman Road	Orleans Road	Loami Road**	28	15	11	93	4	150	16	24	341
094	Loami Road	Ed Gordon Road	Orleans Road	612	338	240	2,044	93	5,038	474	535	9,374
095	Loami Road	Davis Road	Ed Gordon Road	639	354	251	2,137	97	5,188	490	559	9,715
096	Loami Road - B	Pisgah Road	Davis Road	667	369	262	2,229	101	5,316	504	583	10,032
097	Loami Road - A	Pisgah Road	Davis Road	695	385	273	2,322	105	5,532	524	608	10,444
098	Pisgah Road	Loami Road	Union Baptist Road	56	31	22	186	8	455	40	49	845
099	Union Baptist Road	Pisgah Road	Wood Road	56	31	22	186	8	388	37	49	776
100	Union Baptist Road	Wood Road	Ed Gordon Road**	56	31	22	186	8	388	37	49	776
101	Pisgah Road	Pisgah Road	Illinois State Highway 104	0	0	0	0	0	0	0	0	0
102	Pisgah Road	Illinois State Highway 104	Barrows Road	306	169	120	1,022	46	2,202	201	267	4,334
103	Barrows Road	Darley Road	Pisgah Road	278	154	109	929	42	2,029	186	243	3,970
104	Barrows Road	Cully Road	Darley Road	139	77	55	464	21	1,080	98	122	2,056
105	Cully Road	Curry Road**	Barrows Road	56	31	22	186	8	432	40	49	823
106	Barrows Road	Hoagland Road**	Cully Road	28	15	11	93	4	216	20	24	411
107	Darley Road	Barrows Road	Rees Road	139	77	55	464	21	882	85	122	1,845
108	Darley Road	Rees Road	Woodson Franklin Road**	28	15	11	93	4	106	13	24	294
109	Rees Road - B	Hoagland Road	Darley Road	83	46	33	279	13	603	57	73	1,187
110	Rees Road - A	Hoagland Road**	Darley Road	56	31	22	186	8	498	44	49	893
111	Barrows Road	Pisgah Road	Wood Road	0	0	0	0	0	0	0	0	0
112	Wood Road	Illinois State Highway 104	Barrows Road	250	138	98	836	38	2,215	183	267	4,026
113	Wood Road	Barrows Road	Yording Road	250	138	98	836	38	2,215	183	267	4,026
114	Yording Road	Wood Road	Bills Road	222	123	87	743	34	2,042	167	243	3,662
115	Bills Road	Yording Road	Rees Road	195	108	76	650	29	1,781	146	219	3,205
116	Bills Road - A	Rees Road	Woodson Franklin Road	195	108	76	650	29	1,781	146	219	3,205
117	Bills Road - B	Rees Road	Woodson Franklin Road	139	77	55	464	21	1,460	114	170	2,499
118	Woodson Franklin Road	N Durbin Lane	Bills Road	56	31	22	186	8	565	47	49	963
119	N Durbin Lane	Ransdell Road**	Woodson Franklin Road	28	15	11	93	4	194	19	24	388
120	Woodson Franklin Road	Bills Road	Wohlers Lane	83	46	33	279	13	761	62	122	1,397
121	Woodson Franklin Road	Wohlers Lane	Oxley Road	83	46	33	279	13	761	62	122	1,397

* denotes approximate location of intersection

** denotes segment ends before intersection

EALF - Equivalent Axle Load Factor

ESAL - Equivalent Single Axle Load

03/22/19

V3

	TOWER	BLADES	NACELLES	CONCRETE	STEEL	AGGREGATE	WATER	MISCELLANEOUS
EALF	9.3	5.1	10.9	2.1	2.4	2.1	1.3	2.4

NUMBER OF ESALs BY DELIVERY ITEM												
122	Oxley Road	Woodson Franklin Road	Chau Ox Lane**	28	15	11	93	4	106	13	24	294
123	Woodson Franklin Road	Oxley Road	Rees Station Road	56	31	22	186	8	588	46	122	1,058
124	Woodson Franklin Road	Rees Station Road	Chaudoin Road	28	15	11	93	4	283	22	97	554
125	Old Route 36	Interstate 72	Fox Lane	0	0	0	372	0	0	0	0	372
126	Old Route 36	Fox Lane	Arnold Road	0	0	0	372	0	0	0	0	372
127	Old Route 36	Arnold Road	Witty Road	0	0	0	372	0	0	0	0	372
129	Loami Road	Illinois State Highway 104	Pisgah Road	751	415	295	2,508	114	6,054	566	656	11,359
130	Woodson Franklin Road	Chaudoin Road	Stewart Road	28	15	11	93	4	283	22	97	554
131	Woodson Franklin Road	Stewart Road	Ranson Road	28	15	11	93	4	283	22	97	554
132	Ranson Road	Buck Lane**	Woodson Franklin Road	28	15	11	93	4	216	20	97	484
133	Rees Station Road	Rees Road**	Woodson Franklin Road	28	15	11	93	4	238	21	24	435

* denotes approximate location of intersection

** denotes segment ends before intersection

EALF - Equivalent Axle Load Factor

ESAL - Equivalent Single Axle Load

Appendix F

AASHTO Method for Capacity Evaluation of Asphalt Roads and Giroud-Han Method for Gravel Roads

The widely used AASHTO empirical equation for design of flexible pavement relates the traffic loading (i.e., ESALs) to the structural capacity (SN) of the pavement, the stiffness of the subgrade, and the serviceability of the road. The design equation has the following form:

$$\log_{10}(W_{18}) = Z_R \times S_o + 9.36 \times \log_{10}(SN+1) - 0.20 + \frac{\log_{10}\left(\frac{\Delta PSI}{4.2-1.5}\right)}{0.40 + \frac{1094}{(SN+1)^{5.19}}} + 2.32 \times \log_{10}(M_R) - 8.07$$

where;	W_{18}	=	number of 18-kip equivalent single axle loads (ESALs)
	Z_R	=	standard normal deviate (function of the design reliability level)
	S_0	=	overall standard deviation (function of overall design uncertainty)
	ΔPSI	=	allowable serviceability loss at end of design life
	M_R	=	subgrade resilient modulus
	SN	=	structural number (a measure of required structural capacity)

After estimating the structural capacity required for construction/delivery wind farm traffic (SN_{req}) using the AASHTO equation above, the required asphalt overlay thickness needed to upgrade existing roads to meet serviceability can be calculated using the following equation:

$$Required\ Overlay\ Thickness = \frac{SN_{req} - SN_{eff}}{a_1}$$

where, SN_{req} = Required structural number computed using AASHTO equation with wind farm construction traffic and M_R of subgrade

SN_{eff} = existing (or effective) structural number of road.

a_1= structural coefficient for asphalt mixes, assumed 0.36 based on Huang (2004).

For gravel roads, the aggregate thickness required to support the construction traffic was determined utilizing the Giroud-Han iterative equation (Giroud and Han, 2004):

$$h = \frac{0.868 + \left(0.661 - 1.006J^2\right)\left(\frac{r}{h}\right)^{1.5} \log N}{\left[1 + 0.204\left(\frac{3.48CBR_{bc}^{0.3}}{CBR_{sg}} - 1\right)\right]} \left(\sqrt{\frac{\frac{P}{\pi r^2}}{\frac{s}{f_s}\left[1 - 0.9e^{-\left\{\frac{r}{h}\right\}^2}\right] N_c f_c CBR_{sg}}} - 1\right) r$$

where:

h = recommended thickness (meters)

J = aperture stability modulus (m-N/degree), zero for roads without geotextile reinforcement

P = wheel load = axle load/2

r = radius of tire print

N = number of axle passes

CBR_{sg} = Subgrade CBR

CBR_{bc} = Aggregate Base CBR

f_s = rut depth factor = 75 mm

s = maximum rut depth allowed, it was assumed 3 in.

N_c = bearing capacity factor (3.14 for unreinforced roads, 5.14 for geotextile reinforced roads, and 5.71 for geogrid reinforced roads)

f_c = factor relating CBR of subgrade to equivalent c_u value = 30

Appendix G

AASHTO Method for Capacity Evaluation of Composite (AC/PCC) Roads

AASHTO Method for Capacity Evaluation of Composite (AC/PCC) Roads The widely used AASHTO empirical equation for design of Portland cement concrete roads relates the traffic loading (i.e., ESALs) to the thickness of the pavement, the stiffness of the subgrade, and the serviceability of the road. The design equation has the following form:

$$\log(W_{18}) = Z_R S_0 + 7.35\log(D+1) - 0.06 + \frac{\log\left[\frac{\Delta PSI}{4.5-1.5}\right]}{1+\frac{1.624\times10^7}{(D+1)^{8.46}}} + (4.22-0.32p_t)\log\left[\frac{S_c C_d\left(D^{0.75}-1.132\right)}{215.63J\left[D^{0.75}-\frac{18.42}{\left(E_c/k\right)^{0.25}}\right]}\right]$$

where;

	W_{18}	=	number of 18-kip equivalent single axle loads (ESALs)
	Z_R	=	standard normal deviate (function of the design reliability level)
	S_0	=	overall standard deviation (function of overall design uncertainty)
	ΔPSI	=	allowable serviceability loss at end of design life
	p_t	=	serviceability at time *t*, assumed as 2.5.
	k	=	modulus of subgrade reaction (pci)
	D	=	slab thickness (in)
	S_c	=	modulus of rupture of concrete (psi)
	E_c	=	modulus of elasticity of concrete (psi)
	C_d	=	drainage coefficient
	J	=	load transfer coefficient

After estimating the structural capacity required for construction/delivery wind farm traffic (D_f) using the PCC AASHTO equation above, the required asphalt overlay thickness needed to upgrade existing PCC roads to meet serviceability can be calculated using the following equation:

$$Required\ AC\ Overlay\ Thickness = A\left(D_f - D_{eff}\right)$$

where, D_f = required PCC slab thickness using AASHTO equation with local and wind farm construction traffic and modulus of subgrade reaction (k)

D_{eff} = effective existing PCC slab thickness.

A = factor to convert PCC thickness to AC overlay thickness

= $2.2233 + 0.0099\left(D_f - D_{eff}\right)^2 - 0.1534\left(D_f - D_{eff}\right)$

Effective existing PCC slab thickness (D_{eff}) can be computed with the following equation:

$$D_{eff} = F_{jc} D_{existing}$$

where, $D_{existing}$ = existing PCC slab thickness

F_{jc} = joints and cracks adjustment factor. Ranges from 0.9-1.0 depending on the level of deterioration of existing PCC pavement

Structural capacity evaluation of composite pavements (AC/PCC) with AASHTO method follows the same procedure and equations outlined above with exception of the equation to estimate D_{eff} (Effective existing PCC slab thickness).

Effective existing PCC slab thickness (D_{eff}) for composite pavements (AC/PCC) can be computed with the following equation:

$$D_{eff} = F_{jc} F_{dur} D_{existing} + \frac{D_{ac}}{2} F_{ac}$$

where, $D_{existing}$ = existing PCC slab thickness

F_{jc} = joints and cracks adjustment factor. Ranges from 0.9-1.0 depending on the level of deterioration of existing PCC pavement

F_{dur} = durability adjustment factor for PCC

D_{ac} = thickness of existing AC surface layer

F_{ac} = existing asphalt quality adjustment factor. Depends on existing AC distresses such as rutting, stripping, raveling, etc.

Appendix 13 – Communications Analysis

ENGINEERING REPORT
CONCERNING THE EFFECTS UPON
FCC LICENSED RF FACILITIES
DUE TO CONSTRUCTION OF THE
LINCOLN LAND WIND ENERGY PROJECT
In
MORGAN COUNTY, ILLINOIS

Prepared for:
Apex Clean Energy

Revised: February 6, 2020

By: B. Benjamin Evans
Evans Engineering Solutions
Ph. (262) 518-0178
ben@evansengsolutions.com

ENGINEERING REPORT
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I. INTRODUCTION

This engineering report describes the results of a study and analysis to determine the locations of federally-licensed (FCC) fixed station radio frequency (RF) facilities that may be adversely impacted as a result of the construction of the Lincoln Land Wind Energy Project in Morgan County, Illinois. This document describes impact zones and any necessary mitigation procedures, along with recommendations concerning individual wind turbine siting. All illustrations, calculations and conclusions contained in this document are based on FCC database records.

Frequently, wind turbines located on land parcels near RF facilities can cause more than one mode of RF impact, and may require an iterative procedure to minimize adverse effects. This procedure is necessary in order to ensure that disruption of RF facilities either does not occur or, in the alternative, that mitigation procedures will be effective. The purpose of this study is to facilitate the siting of turbines to avoid such impact.

The Lincoln Land wind project as currently planned involves the construction of up to 107 wind turbines, the exact number depending on the turbine model chosen[1], in an area about nine miles east of the City of Jacksonville in Morgan County, Illinois. Out of the four turbine models that are being considered, the tallest hub height will be 114 meters and the largest rotor diameter will be 150 meters. Whatever turbine model is chosen, the maximum blade tip height will be 182.5 meters AGL. The model used for the following analyses is the one utilizing the 150-meter diameter rotor.

Using industry standard procedures and FCC databases, a search was conducted to determine the presence of any existing land mobile stations, including public safety station, in and near the subject property and TV broadcast signals receivable in the area. A specific turbine layout has

[1] The turbine layout shown in this report is comprised of 119 primary and alternate turbine sites.

been submitted for analysis. Accordingly, this report will address the potential conflicts that may be caused by the individual proposed turbines.

The following tabulation and analysis consists of three sections:

1. Land mobile and public safety stations
2. Broadcast TV Stations
3. NTIA notification

The attached figures were generated based upon the operating parameters of the FCC-licensed stations as contained in the FCC station database, with corrections of the antenna locations as needed.

The following analysis examines the pertinent FCC licensed services in the area for impact. This analysis assumes that all licensed services have been designed and constructed according to FCC requirements and good engineering practice.

Each of the RF analyses is described separately in the sections that follow.

II. ANALYSIS OF LAND MOBILE & PUBLIC SAFETY RADIO FACILITIES

A search of the FCC's land mobile/public safety radio database revealed 53 land mobile transmitter stations that fall within the search area (about 2.0 miles beyond the project area). These land mobile stations are listed below in Table 1 (public safety and other government service stations are highlighted in blue) and mapped in Figure 1[2]. The specifications on the land mobile stations can be found in the associated land mobile (LM) spreadsheet file.

Call Sign	Location No.	Latitude (NAD-83)	Longitude (NAD-83)	Ant. Ht. (m AGL)	Freq. (MHz)	Licensee
KJP862	1	39.722535	-90.197171	30	161.76	Morgan County Broadcasting Co., Inc.
KNFX271	1	39.72261	-90.124867	25	161.25-161.565	Norfolk Southern Railway Company
KRO567	1	39.59384	-89.979231	61	48.7	Panhandle Eastern Pipe Line Co., LP
KSH521	1	39.724501	-89.965091	106/21	47.68/452.375	Illinois Road Contractors, Inc.
KSJ787	2	39.734433	-90.197277	30	161.64	Jacksonville Broadcasters, Inc.
WNAK210	1	39.728877	-90.177253	82	37.36	Illinois, State of

[2] For most land mobile sites, the geographical coordinates specified in the FCC license do not match the given street address or other location description. In these cases, the coordinates were corrected in this report to match the physical location descriptions as closely as possible.

Call Sign	Location No.	Latitude (NAD-83)	Longitude (NAD-83)	Ant. Ht. (m AGL)	Freq. (MHz)	Licensee
WNAW444	1	39.623843	-90.04723	34	462.05	Franklin Community School District 1
WNFJ766	1	39.724022	-90.039343	4	161.115	Norfolk Southern Railway Company
WNZS833	1	39.618534	-90.046006	55	463.7	Global Technical Systems, Inc.
WPQG502	1	39.593791	-89.957123	12	159.585	Norton, Robert
WPUG613	1	39.726982	-90.186452	15.2	152.33	Pactiv Corporation
WPXA810	1	39.735945	-90.199716	9	464.425	Hembrough, Inc.
WPYE852	3	39.724028	-89.985139	3.1	161.25	Norfolk Southern Railway Company
WPYE852	4	39.724361	-90.039083	3.1	161.25	Norfolk Southern Railway Company
WPYE852	5	39.724222	-90.116778	3.1	161.25	Norfolk Southern Railway Company
WPZC419	1	39.731444	-90.182056	3.1	161.25	Norfolk Southern Railway Company
WPZC419	2	39.733389	-90.195944	3.1	161.25	Norfolk Southern Railway Company
WPZC420	4	39.723944	-90.022889	3.1	161.25	Norfolk Southern Railway Company
WPZC420	5	39.722	-90.145111	3.1	161.25	Norfolk Southern Railway Company
WPZC420	6	39.721444	-90.152611	3.1	161.25	Norfolk Southern Railway Company
WQER787	3	39.620452	-90.047636	36.6	155.85	Morgan County ETSB
WQER787	6	39.801814	-90.123425	45.7	155.85	Morgan County ETSB
WQFN726	4	39.592885	-89.952607	35.1	155.85	Morgan County ETSB
WQFU495	2	39.595222	-89.94968	55	856.7625	Jacksonville, City of
WQGW222	2	39.620452	-90.047636	36.6	458.5375	Morgan County ETSB
WQGW222	5	39.592885	-89.952607	35.1	458.2625	Morgan County ETSB
WQGW222	6	39.801814	-90.123425	30.5	458.1625	Morgan County ETSB
WQHR791	3	39.785823	-90.150077	3	153.395	Prentice Farmers Elevator
WQIY356	3	39.69125	-90.154	6.3	44.58	BNSF Railway Co.
WQNR413	2	39.620583	-90.04875	16.2	44.58	BNSF Railway Co.
WQPM809	1	39.722556	-90.194833	30	462.5	Reynolds Consumer Products
WQPM809	3	39.726982	-90.186452	15.2	451.6	Reynolds Consumer Products
WQQJ964	1	39.72535	-90.039126	12.2	156.1125	Alexander Fire Protection Dist.
WQQP981	1	39.621053	-90.167986	28	159.765	Scott-Morgan-Greene Water Coop.
WQRV673	1	39.724501	-89.965091	105.7	461.05	PEC Mobile Communications
WQSK970	2	39.69125	-90.154	3.2	161.1	BNSF Railway Co.
WQVL757	1	39.718055	-90.191936	10.1	160.215	BNSF Railway Co.
WQVL757	2	39.696552	-90.160868	10.1	160.215	BNSF Railway Co.
WQVN253	1	39.595222	-89.94968	41	159.675	Whalen Trucking, Inc.
WQWY869	1	39.622861	-90.038167	57.9	151.2275	Morgan, County of
WQWY869	5	39.801814	-90.123425	48.8	151.1675	Morgan, County of
WQYZ313	1	39.72375	-90.116778	3.1	161.565	Norfolk Southern Railway Company
WQYZ313	2	39.721972	-90.145139	3.1	161.565	Norfolk Southern Railway Company
WQYZ313	3	39.724333	-90.154333	3.1	161.565	Norfolk Southern Railway Company
WQYZ313	4	39.723778	-90.079444	3.1	161.565	Norfolk Southern Railway Company

Call Sign	Location No.	Latitude (NAD-83)	Longitude (NAD-83)	Ant. Ht. (m AGL)	Freq. (MHz)	Licensee
WQYZ313	5	39.724028	-90.038861	3.1	161.565	Norfolk Southern Railway Company
WQYZ313	6	39.723889	-90.022639	4.1	161.565	Norfolk Southern Railway Company
WQZH800	1	39.731472	-90.1825	3.1	161.565	Norfolk Southern Railway Company
WQZH800	2	39.7335	-90.196583	3.1	161.565	Norfolk Southern Railway Company
WRDF811	2	39.591493	-89.95449	54.8	155.22	Waverly Volunteer Fire & Rescue
WRDF811	3	39.595222	-89.94968	61	151.4825	Waverly Volunteer Fire & Rescue
WXE205	3	39.595222	-89.94968	59.4	451.925	The Scoular Company
WXF813	1	39.595222	-89.94968	55	159.21	Morgan, County of

Table 1 – Land Mobiles Stations within 2 Miles of Project Area

The far-field region of a transmitting antenna is defined as the distance just far enough from the antenna such that the shape of the radiation pattern of the antenna doesn't change with increased distance from the antenna, unlike in the near-field (although the *strength* of the received signal in the far-field decreases with increased distance). An object near the antenna that has highly conductive properties, such as a wind turbine with a metal supporting tower, may cause distortion of the antenna's radiation pattern if it is located in the antenna's near-field. Thus, in general, a turbine should not be sited inside the edge of the far-field region of a land mobile transmitting antenna.

The distance R_{ff} to the edge of the far-field region of an antenna, also known as the Fraunhofer distance, can be calculated using the following equation:

$$R_{ff} = 2D^2/\lambda$$

where D is the length of the antenna and λ is the wavelength at the operating frequency.

Since the length of the antenna and the frequency are usually known, we can utilize this equation to establish setback distances from omni-directional[3] land mobile stations. Evans Engineering Solutions uses a modified form of the above equation, substituting "3" for "2" as the coefficient in the equation. This increases the setback 50% to provide additional protection by reducing the antenna aperture blockage presented by the wind turbine support towers.

By using worst-case assumptions of frequency and antenna length, we can arrive at a worst-case setback for the purpose of performing an initial "screening" for potential land mobile

[3] "Omni-directional" transmitting stations operate with nearly equal levels of RF energy in all directions, unlike, for example, point-to-point microwave stations which transmit RF energy in one discrete direction.

interference by wind turbines. Let us assume that a land mobile station, whether licensed or unlicensed, could operate on a frequency up to 965 MHz and utilize an antenna up to 20 feet in length (commercially available antennas that operate omni-directionally at this frequency are usually less than 10 feet long). The wavelength λ at 965 MHz is 1.02 feet. Thus, in the modified Fraunhofer equation, the turbine setback is calculated as follows:

$$R = 3(20)^2/1.02 = 1{,}176 \text{ feet}$$

Converting to metric, the worst-case setback R is 359 meters. Since each rotor blade, which contains metallic (thus conductive) components, extends out up to 75 meters from the turbine tower (assuming the largest turbine considered for the Lincoln Land project, measured from the rotor hub to the tip of the blade), we add this length to R to get a recommended spacing from any land mobile antenna structure to the turbine tower, which becomes 434 meters. It is the practice of this firm to round up setback distances to the nearest number divisible by 25; thus, 450 meters is recommended as the setback distance between a land mobile tower and the nearest turbine. However, if a turbine is sited less than the recommended setback from a land mobile station and there are no acceptable options that would meet the setback, we then use the actual highest operating frequency and antenna length to calculate an alternative setback, which is almost always less than the worst-case spacing.

None of the land mobile stations listed in Table 1, if the locations listed on their FCC licenses are correct, are within 450 meters of any planned Lincoln Land turbine site, based on the currently proposed layout (see Figures 1 through 2). The closest station to any planned turbine is shown in Figure 2.

The reader is referred to the provided KMZ file for more magnification and closer inspection.

Based on the current project layout, and assuming that the land mobile stations in and near the project area are actually located at their licensed locations, or located farther away from turbines, no adverse impact is expected to be caused to the transmissions of land mobile or public safety stations that are licensed by the FCC.

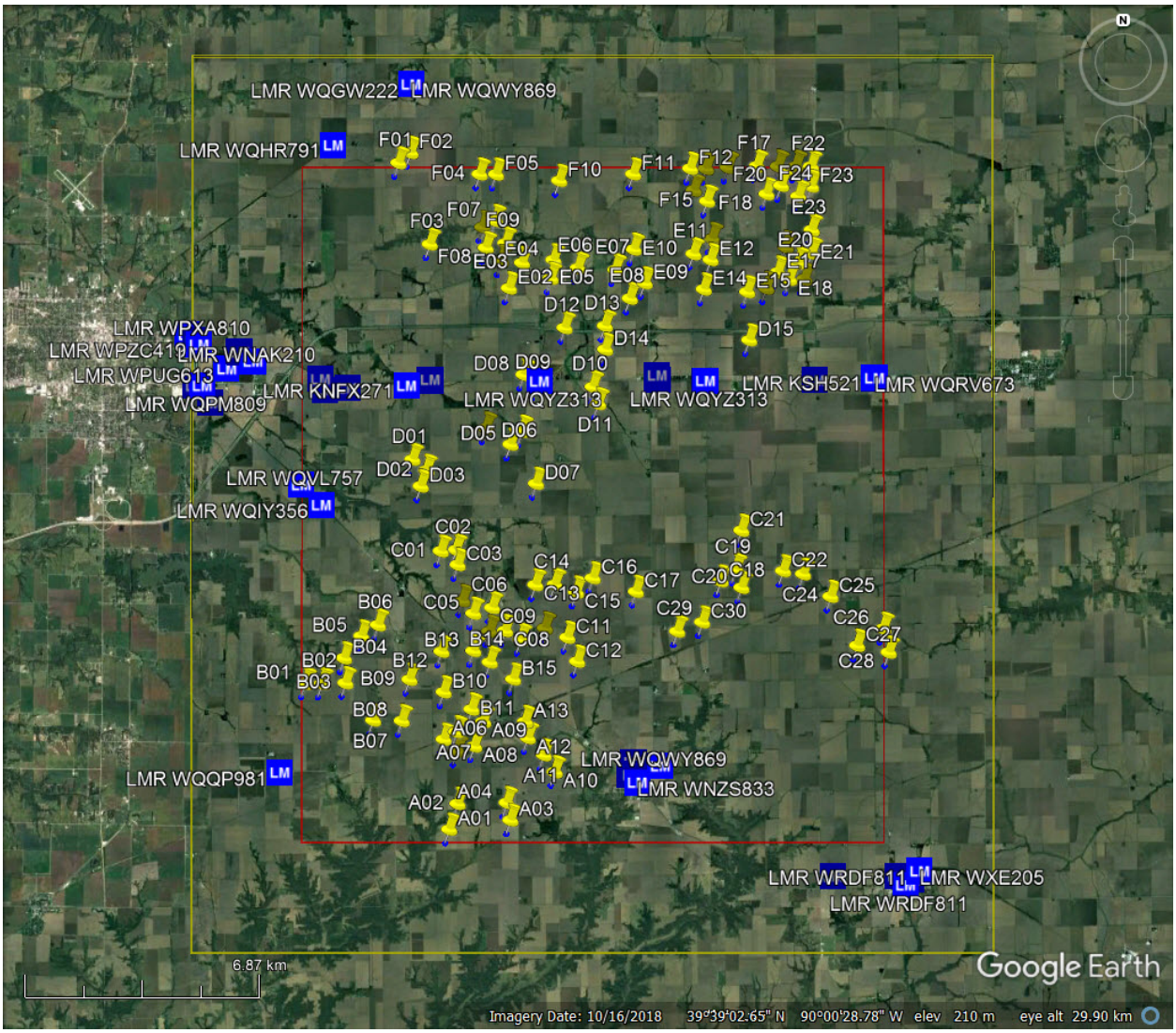

Figure 1 – Land Mobile Stations in or near Lincoln Land Project Area

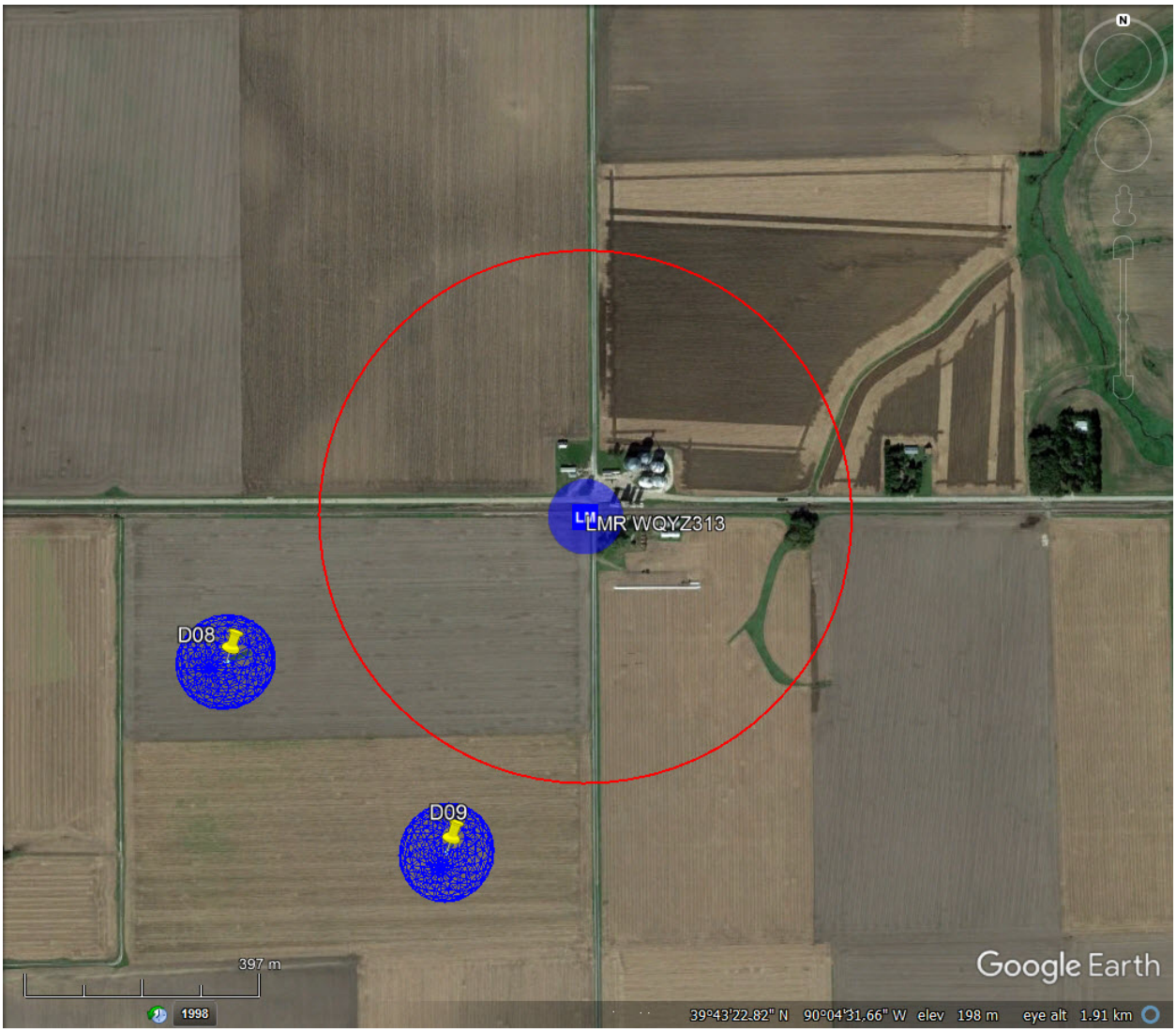

Figure 2 – Land Mobile Station WQYZ313-Location 4 near Lincoln Land Turbines (450-meter radius circle around station)

As can be seen in the above image, the distances from planned Turbines D08 and D09 to the land mobile station exceed the recommended spacing of 450 meters.

III. ANALYSIS OF TV BROADCAST FACILITIES

The rotating blades of a wind turbine have the potential to disrupt over-the-air broadcast TV reception within a kilometer or more of the turbine, especially when the direct path from the TV tower to the viewer's residence is obstructed by terrain. Interference is caused when signals reflected by the blades arrive at the viewer's TV antenna along with the direct signal. This is known as "multipath interference." However, as turbine manufacturers have replaced all-metal blades with blades constructed of mostly nonmetallic materials[4], this effect has been reduced. Also, the new generation of HDTV receivers is better equipped to deal with minor multipath interference (which is manifested by "pixilating" or "freezing" of the digital picture) than analog TV sets, as special circuitry is employed to suppress the weaker reflected signal. Occasionally, however, multipath interference from one or more turbines can cause video failure in HDTV receivers, especially if the receiver location is in a valley or other place of low elevation.

There is some possibility of signal disruption for residences that have to point their outdoor antennas through the turbine area, or that utilize "rabbit ear" antennas and/or older HDTV receivers. This typically occurs when the HDTV receiver location is significantly below grade level at the turbine base, but because the terrain in and around the Lincoln Land project area is fairly level, most of this effect should be dissipated for locations more than 1000 meters from a turbine. Usually, a rule of thumb is that up to 10% of the receiver locations potential are affected to some extent within the project footprint. The usual effect is intermittent "pixilation" or freezing of the digital TV picture. This estimate is based upon Evans Engineering's experience with similar wind energy projects.

Morgan County and the county to the east, Sangamon, are in the Champaign & Springfield-Decatur Designated TV Market Area (DMA) as defined by Nielsen Media Research. The TV stations that have been determined to place a predicted FCC primary off-the-air service signal over at least a portion of the project area or within one and one-half (1 ½) miles of the footprint of the wind project are listed in Table 2. The TV predicted service area boundaries of the stations listed in Table 2, and also those of more distant stations that don't reach within 1 ½ miles of the project footprint (listed separately in Table 3) are mapped in Figure 3.

---

[4] Modern turbine blades are usually constructed from glass-reinforced plastic (GRP), although they usually contain some metal for strengthening, balance and grounding.

Call Sign	Type of Station[5]	Network Affiliate	Displayed Channel	RF Channel	City of License	Power (KW)	Ant. Height (m HAAT)	Dist. km)	Azimuth (°T)
WCIX	Conventional	My/CBS	49	11	Springfield, IL	5.0	176	48.6	77.5
WSEC	Conventional	PBS	14	18	Jacksonville, IL	93.5	292	10.7	169.7
WAND	Conventional	NBC	17	20	Decatur, IL	1000	390	113.7	75.2
W19EE*	Low Power	-	-	19	Jacksonville, IL	6.0	72	45.3	93.5
WBUI	Conventional	CW	23	22	Decatur, IL	325	401	109.1	74.8
W33AY*	Low Power	HSN	33	31	Springfield, IL	15	177	40.8	76.8
W08DP*	Translator	PBS	14	36	Springfield, IL	15	135	43.1	70.1
W29ES	Translator	NBC	17	29	Jacksonville, IL	15	269	10.7	169.7
WICS	Conventional	ABC	20	15	Springfield, IL	350	436	53.4	77.0
WRSP-TV	Conventional	MeTV/Fox	55	16	Springfield, IL	360	436	53.4	77.0
WEEJ-LD*	Low Power	-	13	27	Jacksonville, IL	15	108	43.1	79.2
WGEM-TV	Conventional	NBC/CW/Fox	10	10	Quincy, IL	39.1	238	111.7	285.0
KHQA-TV	Conventional	CBS/ABC	7	7	Hannibal, MO	30	271	112.3	286.2

* FCC Construction Permits for the specified facilities.

Table 2 - TV Stations Serving Lincoln Land Project Area and Environs

The above stations are predicted to place a predicted FCC primary off-the-air service signal over at least a portion of the project area or within one and one-half (1 ½) miles of the footprint of the wind project. The predicted service areas of these stations are shown in yellow in Figure 3.

Many of the TV stations listed in this report were due to change to new RF channels due to an FCC nationwide initiative to vacate the upper UHF TV band that has recently been repurposed for future wireless and LTE mobile services. These new channel assignments may involve changes in station operating parameters (such as power and antenna elevation adjustments), or in a few cases, relocation to another transmitter tower. TV stations in Illinois had until January 17, 2020 to begin operating on their new channel assignments. The determinations in this report assume that all stations affected by the TV band "re-packing" are operating as per their FCC "re-packing" construction permits.

Six of the 11 high-power (conventional) stations from the Champaign & Springfield-Decatur TV market are predicted to serve all or part of the Lincoln Land area with a satisfactory over-the-air

[5] "Conventional" TV station is a station serving a wide geographic area which is often affiliate of a major broadcast network but also could be independent of a network; "Translator" is a low-power station that rebroadcasts the programming of a conventional station; "Low Power" TV station is a community-based station that serves a small area.

signal. Two high-power stations in the Quincy, IL-Hannibal, MO-Keokuk, IA market, WGEM-TV and KHQA-TV, are also predicted to service the project vicinity.

If the Lincoln Land wind project should cause disruptions to over-the-air TV viewing, methods to resolve them are available, and are as follows:

1. Relocation of the household antenna to receive a better signal
2. Installation of a better outside antenna, or one with a higher gain
3. Installation of satellite or cable TV

According to this engineer's calculations, there are 1,170 households within an area likely to be affected (approximately 184 square miles). It is conservatively estimated that 55%, or 644 of the households receive TV programming primarily by satellite dish or cable. This leaves an estimated 526 households relying on transmitted off-the-air TV signals. Based on the 10% criteria described previously, up to 53 TV receiving locations may be affected to varying degrees in the very worst-case. Mitigation costs would be approximately $200 per location for an upgraded outdoor antenna, or $480 per year per location for a basic satellite or cable subscription.

It is the opinion of this consultant that any disruptions to over-the-air TV broadcast signals, if they occur, can be resolved satisfactorily.

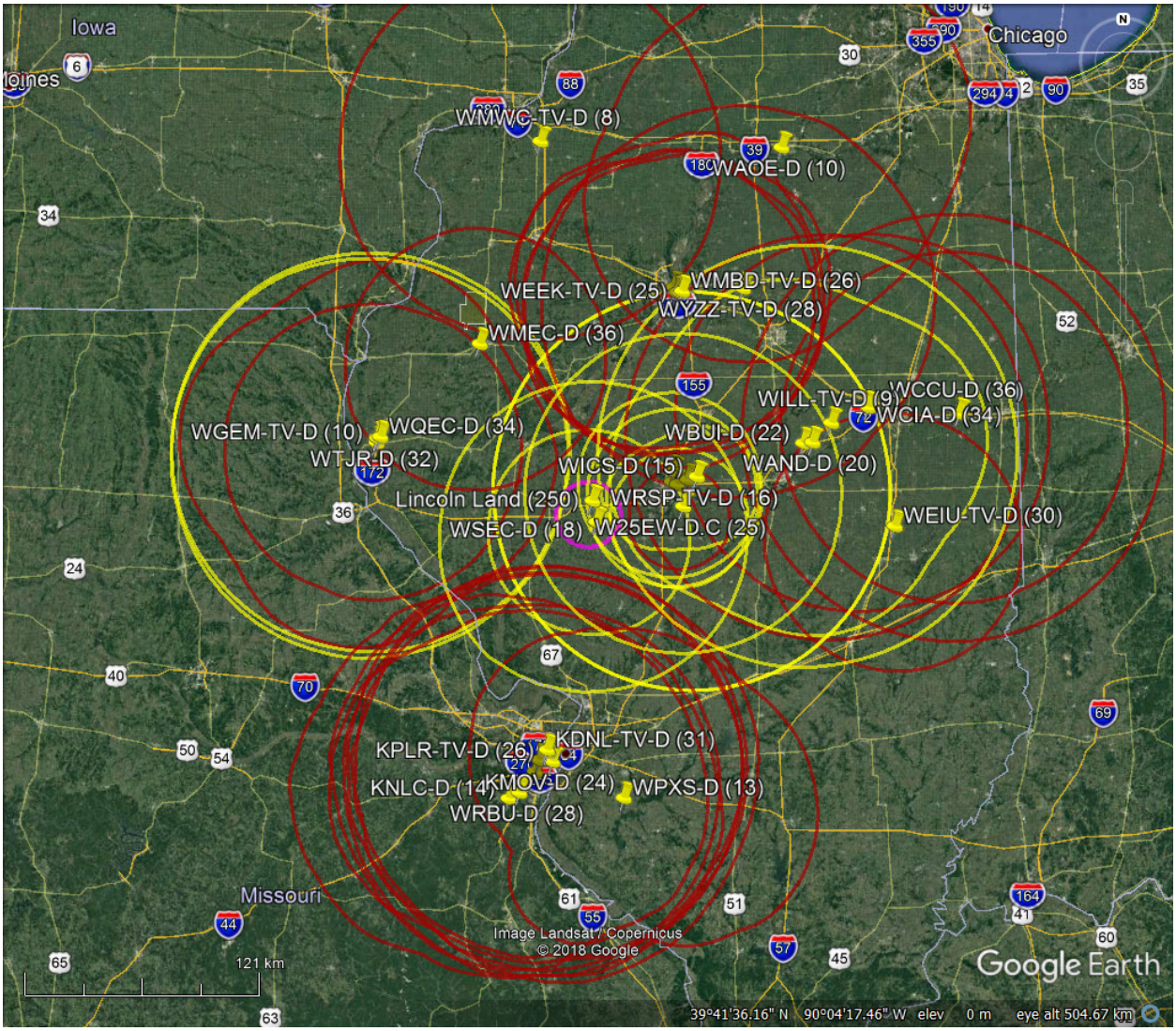

Figure 3 – Predicted Over-the-Air Television Coverage into Lincoln Land Project Area

The yellow boundaries represent TV station coverages that extend into the Lincoln Land wind energy project area. Eleven TV stations, including low power and translator stations, are predicted to reach the project area. The dark red boundaries represent the predicted TV coverages of distant stations, such as in the St. Louis market to the south and in the Peoria market to the north, that do not reach within 1 ½ miles of the project footprint.

The more distant TV stations whose predicted coverages are 1 ½ miles or more beyond the Lincoln Land project footprint are listed below in Table 3. Their predicted service areas are shown in dark red in Figure 3.

Call Sign	Type of Station	Network Affiliate	Displayed Channel	RF Channel	City of License	Power (KW)	Ant. Height (m HAAT)
W25EW*	Low Power	-	-	25	Jacksonville, IL	1.0	72
KPLR-TV	Conventional	CW	11	26	St. Louis, MO	1000	280
KDNL-TV	Conventional	ABC	30	31	St. Louis, MO	1000	321
KETC-D	Conventional	PBS	9	23	St. Louis, MO	300	331
KMOV	Conventional	CBS	4	24	St. Louis, MO	1000	341
KNLC	Conventional	Independent	24	14	St. Louis, MO	900	396
KTVI	Conventional	Fox	2	33	St. Louis, MO	1000	336
WAOE	Conventional	MyN	59	10	Peoria, IL	24	411
WEEK-TV	Conventional	NBC/ABC/CW	25	25	Peoria, IL	246	411
WHOI	Conventional	Comet TV	19	24	Peoria, IL	625	205
WMBD-TV	Conventional	CBS	31	26	Peoria, IL	822	192
WTVP	Conventional	PBS	47	35	Peoria, IL	155	214
WYZZ-TV	Conventional	Fox	43	28	Bloomington, IL	1000	293
WCIA	Conventional	CBS/MyN	3	34	Champaign, IL	1000	285
WICD	Conventional	ABC/CometTV	15	32	Champaign, IL	1000	396
WCCU	Conventional	Fox/MeTV	27	36	Urbana, IL	125	381
WILL-TV	Conventional	PBS	12	9	Urbana, IL	30	302
WMWC-TV	Conventional	TBN	53	8	Galesburg, IL	23	330
WMEC	Conventional	PBS	22	36	Macomb, IL	100	129
WQEC	Conventional	PBS	27	34	Quincy, IL	408	153
WTJR	Conventional	CTN	16	32	Quincy, IL	1000	308
WPXS	Conventional	Daystar/RTV	13	13	Mount Vernon, IL	160	116
WRBU	Conventional	ION	46	28	East St. Louis, IL	1000	334
WEIU-TV	Conventional	PBS	51	30	Charleston, IL	174	141

* FCC Construction Permit for the specified facilities.

Table 3 - TV Stations Serving Areas beyond the Lincoln Land Project Area

IV. NTIA NOTIFICATION

Operation of RF frequencies for federal government use is managed by the National Telecommunication Information Agency (NTIA), which is part of the U.S. Department of Commerce. The technical specifications for most government facilities are unavailable to the public. In order to avoid the derailment of the wind energy project due to late objections from a government agency, the NTIA should be notified of the proposed project during pre-construction planning. The NTIA has set in place a review process, wherein the Interdepartmental Radio Advisory Committee (IRAC), consisting of representatives from various government agencies, reviews new proposals for wind turbine projects for impact on government frequencies. In almost all cases, no adverse impact is found, and IRAC usually issues a determination in about 60 days.

On November 18, 2019, this office sent a notification of the Lincoln Land wind project to the NTIA. The NTIA responded with a determination letter dated January 24, 2020, stating that no federal agencies had concerns of harmful interference caused by the turbines.

V. CONCLUSIONS AND RECOMMENDATIONS

1. No FCC-licensed land mobile or public safety transmitting stations are expected to be adversely affected, assuming that their transmitting sites are located as per the antenna location descriptions in the FCC licenses.

2. Over-the-air TV interference due to operating wind turbines may occur but is not expected to be a significant or intractable problem due to the mitigation options available. Effective mitigation methods to resolve any interference that may occur include satellite or cable service installation which provides the worst-case solution. The Applicant or Operator of the Lincoln Land wind energy project will take commercially reasonable steps to respond to a complaint regarding over-the-air TV interference due to operation of the wind project as required in the Morgan County ordinance.

Respectfully Submitted,

B. Benjamin Evans
RF Impact Consultant

February 6, 2020

Appendix 14 – Property Values Study

MARKET IMPACT ANALYSIS

LINCOLN LAND WIND
MORGAN COUNTY, ILLINOIS

300 SOUTH NORTHWEST HIGHWAY • SUITE 204 • PARK RIDGE, ILLINOIS 60068
(847) 384-2030 • FAX (847) 692-5498 • www.marous.com
Real Estate Consultation, Appraisal & Investment Services

January 28, 2020

Lincoln Land Wind, LLC
Apex Clean Energy, Inc.
8665 Hudson Boulevard North – Suite 110
Lake Elmo, Minnesota 55042

Attention: Will Nissen – Development Manager

Subject: Market Impact Analysis
Lincoln Land Wind
Morgan County, Illinois

Dear Mr. Nissen,

In accordance with your request, the proposed development of the Lincoln Land Wind in Morgan County, Illinois, has been analyzed and this market impact analysis has been prepared.

MaRous & Company has conducted similar market impact studies for a variety of clients and for a number of different proposed developments over the last 39 years. Clients have ranged from municipalities, counties, and school districts, to corporations, developers, and citizen's groups. The types of proposals analyzed include: commercial developments such as shopping centers and big-box retail facilities; religious facilities such as mosques and mega-churches; residential developments such as high-density multifamily and congregate-care buildings and large single-family subdivisions; recreational uses such as skate parks and lighted high school athletic fields; and industrial uses such as waste transfer stations, landfills, and quarries.

MaRous & Company has conducted numerous market studies of energy-related projects. The wind-related projects include the following by state:

- **Illinois** - Grand Ridge V and Otter Creek wind farms in LaSalle County, Pleasant Ridge Wind Farm in Livingston County, Walnut Ridge Wind Farm in Bureau County, McLean County Wind Farm in McLean County, Radford's Run Wind Farm in Macon County, Midland Wind Project in Henry County, Harvest Ridge Wind Project in Douglas County, and Lincoln Land Wind in Morgan County;
- **Indiana** - Tippecanoe County Wind Farm in Tippecanoe County and Roaming Bison Wind Farm in Montgomery County;
- **Iowa** - Ida County and Palo Alto County Wind Farms;
- **Minnesota** - Freeborn County Wind Farm in Freeborn County;
- **South Dakota** - Dakota Range Wind Project I, II, & III, in Codington County, Grant County, and Roberts County, Deuel Harvest Wind Farm in Deuel County, Crocker Wind Farm in Clark County, Prevailing Wind Park in Charles Mix County, Bon Homme County, and Hutchinson County, Triple-H Wind Project in Hyde County, Tatanka Ridge Wind Farm in Deuel County, and Sweetland Wind Farm in Hand County;
- **Kansas** - Neosho Ridge Wind Farm in Neosho County;
- **New York** - Orangeville Wind Farm in Wyoming County;
- **Ohio** - Seneca Wind in Seneca County and Republic Wind in Seneca County and Sandusky County.

The solar-related projects include the following by state:

- **Illinois** - Hickory Point Solar Energy Center in Christian County
- **Indiana** - Lone Oak Solar Farm in Madison County;
- **Wisconsin** - Badger Hollow Solar Farm in Iowa County;
- **Maryland** - Dorchester County Solar Farms in Dorchester County; and
- **Solar Projects of the Western Regions of the United States of America -** Arizona, Colorado, Nevada, New Mexico, and Utah in the Southwest Region; Idaho and Oregon in the Northwest Region; Texas in the Southern Great Plains Region; General Research in the Northern Great Plains Region.

We also have analyzed the impact of transmission lines on adjacent residential uses and a number of proposed natural gas-fired electric plants in various locations.

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JOSEPH M. MAROUS STATEMENT OF QUALIFICATIONS ..... **XXX**

Project Summary

Project Information	
Project Name	Lincoln Land Wind, LLC
Location	Morgan County, Illinois
Property Type	Wind Farm
Project Developer	Apex Clean Energy, Inc.
Wind Farm Description	
Footprint Land Acreage	≈36,000 Acres
Actual Land Acreage Used by Turbines	Up to 55 Acres
Number of Turbines	Up to 107 Turbines
Turbine Specifications	
Type	General Electric – GE127, GE140 Nordex – N149 Vestas – V150
Capacity	2.8-4.8 Megawatts
Tip Height	551-598.6 Feet
Total Capacity	Up to 303.6 Megawatts
Setbacks/Noise	**Setbacks:** ⁘ 1,650 feet from non-participating primary structures, unless a written waiver is obtained from the adjacent landowner ⁘ 1,320 feet from participating primary structures, unless a written waiver is obtained from the adjacent landowner ⁘ 600 feet maximum turbine height **Noise:** ⁘ IPCB sound restrictions will be met
Number of Participants	≈228 Landowners
Participant Acreage	≈35,000 Acres
Ancillary Construction	
Project substation	Operations and maintenance building
Underground collector lines	Fiber optic cable and junction boxes
Meteorological towers	Gravel access roads
Aircraft detection lighting system (ADLS)	
Total Cost	≈$400,000,000

Purpose and Intended Use of the Study

The purpose of this appraisal assignment is to analyze the impact, if any, on the value of the surrounding rural residential and agricultural properties due to the development of the wind farm. Specifically, this study is designed to address the question of whether the development of the wind farm has an effect on the value of residential uses and/or agricultural land in proximity to the turbines. Any other use or user of this report is considered to be unintended.

Executive Summary

As a result of the market impact analysis undertaken, I concluded that there is no market data indicating the project will have a negative impact on either rural residential or agricultural property values in the surrounding area. Further, market data from Illinois supports the conclusion that the project will not have a negative impact on rural residential or agricultural property values in the surrounding area. Finally, for agricultural properties that host turbines, the additional income from the wind lease may increase the value and marketability of those properties. The foregoing general conclusions are the result of considerable study of the following information and data:

- The use will meet or exceed all the required development and operating standards;
- Controls are in place to ensure on-going compliance;
- There are significant financial benefits to the local economy and to the local taxing bodies from the development of the wind farm;
- The wind farm will create well-paid jobs in the area which will benefit overall market demand;
- An analysis of recent residential sales proximate to existing wind farms, which includes residential sales within five times turbine tip height, did not support any finding that proximity to a wind turbine had any impact on property values;
- An analysis of agricultural land values in the area and in other areas of the state with wind farms did not support any findings that the agricultural land values are negatively impacted by the proximity to wind turbines;
- Studies indicate that wind turbine leases add value to agricultural land;
- A survey of County Assessors in 18 Illinois counties in which wind farms are located determined that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm and that there were no reductions in assessed valuations;
- A survey of County Assessors in 5 Indiana counties in which wind farms are located determined that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm, and that there were no reductions in assessed valuations;

- A survey of County Assessors in 21 Kansas counties in which wind farms are located determined that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm and that there were no reductions in assessed valuations;
- A survey of County Assessors in 8 South Dakota counties in which wind farms are located determined that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm and that there were no reductions in assessed valuations;
- A survey of County Assessors in 26 Iowa counties in which wind farms are located determined that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm and that there were no reductions in assessed valuations;
- A survey of County Assessors in 8 Minnesota counties in which wind farms are located determined that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm and that there were no reductions in assessed valuations;
- A survey of County Assessors in 3 Ohio counties in which wind farms are located determined that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm and that there were no reductions in assessed valuations; and
- A summary of the findings in literature on peer-reviewed studies of wind farms in North America, although not specific to Illinois, reported conclusions that are consistent with our findings.

Definition of Market Value

When discussing market value, the following definition is used:

The most probable price a property should bring in a competitive and open market under all conditions' requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

Scope of Work and Reporting Process

Information was gathered concerning the real estate market generally and the market of the area surrounding the proposed wind farm specifically. The uses in the surrounding area were considered. The following summarizes the actions taken:

- Review and analysis of the Morgan County Wind Energy Ordinance, and other public documents;
- Review and analysis of the demographics in the area of the proposed wind farm;
- Review and analysis of data on the general market area of the wind farm, and on the other areas in Illinois and/or Morgan County in which existing wind farms are located;
- Review and analysis of data on the market for single-family houses in the immediate area of the proposed wind farm and from other areas in each of the counties from public sources, and from the Morgan County and/or Illinois public records;
- Interviews of local real estate professionals concerning recent sales in the area, local market conditions, and the impact of wind turbines on property values in the area;
- Properties used for development of the matched pairs were physically inspected on the exterior, and photographs of the interiors were reviewed where available;
- Inspections were performed of the project area and the areas in nearby counties with existing wind farms by Michael S. MaRous on July 15, 2019.

[1] *(12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)*

This document is considered to conform to the requirements of the *Uniform Standards of Professional Appraisal Practice and Advisory Opinions* (USPAP). This letter is a brief recapitulation of the appraisal data, analyses, and conclusions. Additional supporting documentation is retained in the MaRous and Company office file. There are no extraordinary assumptions or hypothetical conditions included in the market study.

In order to form a judgment concerning the potential impact, if any, on the value of the surrounding residential properties of the approval of the conditional use for the wind farm, I have considered the following:

- The character and the value of the residential and agricultural properties in the general area of the proposed wind farm;
- Agricultural land values in Morgan County, and in other Illinois counties in which wind farms are located;
- Market trends for both residential and agricultural land up to the past 5 years;
- The economic impact the proposed wind farm would have on the larger community; and
- The potential impact on the value of the surrounding residential and agricultural properties.

Description of Area Demographics and Development Area Analysis

Lincoln Land Wind Location	
Franklin, Illinois	
2010 Population	1,192 Persons
2019 Population	1,195 Persons
Median Household Income in 2019	$70,272
Number of Households in 2019	489
Number of Housing Units in 2019	574
Number of Vacant Housing Units in 2019	85
Unemployment Rate	5.7%
Pisgah, Illinois	
2010 Population	1,028 Persons
2019 Population	1,006 Persons
Median Household Income in 2019	$76,943
Number of Households in 2019	397
Number of Housing Units in 2019	435
Number of Vacant Housing Units in 2019	38
Unemployment Rate	2.8%
Alexander, Illinois	
2010 Population	383 Persons
2019 Population	386 Persons
Median Household Income in 2019	$71,311
Number of Households in 2019	164
Number of Housing Units in 2019	189
Number of Vacant Housing Units in 2019	25
Unemployment Rate	7.1%
Morgan County	
2010 Population	35,547 Persons
2019 Population	34,302 Persons
Median Household Income in 2019	$54,042
Number of Households in 2019	13,781
Number of Housing Units in 2019	15,515
Number of Vacant Housing Units in 2019	1,734
Unemployment Rate	5.6%
Main Roadway Arterials	
North/South	IL-104 extends through the southwestern portion of the footprint
East/West	US-36 extends through the northern portion of the footprint

Nearest Cities within the Market Area of the Lincoln Land Wind	
Jacksonville, Illinois ***≈ 3 Miles West of Project Footprint***	
2010 Population	19,446 Persons
2019 Population	18,748 Persons
New Berlin, Illinois ***≈ 3 Miles East of Project Footprint***	
2010 Population	1,346 Persons
2019 Population	1,379 Persons
Waverly, Illinois ***≈ 3 Miles South of Project Footprint***	
2010 Population	1,307 Persons
2019 Population	1,227 Persons
South Jacksonville, Illinois ***≈ 4 Miles West of Project Footprint***	
2010 Population	3,331 Persons
2019 Population	3,168 Persons
Springfield, Illinois ***≈ 15 Miles East of Project Footprint***	
2010 Population	116,506 Persons
2019 Population	115,520 Persons

Site to do Business - *https://www.stdb.com/*

Top Private Employers in Morgan County, Illinois	
Business Name	**Business Type**
Passavant Area Hospital	Health Care
Reynolds Consumer Products	Manufacturing
Jacksonville School District	Education
Jacksonville Correctional Facility	Prison
Perma Bound Hertzberg	Book bindery
Computer Sciences Corporation	Health Care Call Center
Blue Cross Blue Shield	Health Care Call Center
Bound to Stay Bound	Book bindery
Illinois School for the Deaf	Education
Illinois College	Education

Major Employers - *http://jredc.org/site-selection/major-employers/*

Other Existing Wind Farms Near the Project Area

The closest wind farm is the HillTopper Wind Farm located in southeast in Logan County, the project consists of 74 wind turbines and came online in 2018. Radford's Run Wind Farm is in southeast in Macon County, the project consists of 139 wind turbines and came online in late 2017. Rail Splitter Wind Farm is located in northern Logan County and southern Tazewell County. The 67-turbine wind farm came online in July 2009. Twin Groves Wind Farm is located to the northeast in McLean County, consists of 240 wind turbines, and came online in 2008. California Ridge Wind Farm is located to the east in Champaign and Vermilion counties. This project consists of 134 wind turbines and came online in 2012.

Residential Sales Nearest to the Project Area

Like the majority of Illinois, this area is primarily rural in nature. In addition to farms, there are single-family houses situated on either smaller lots or larger farmsteads. The following table summarizes examples of the most recent single-family residential sales in the general area of the Lincoln Land Wind. A map illustrating the location of each of these sales is included in the addenda to this market impact study.

MOST RECENT SINGLE-FAMILY RESIDENTIAL SALES SUMMARY IN THE AREA NEAREST TO THE LINCOLN LAND WIND

No.	Location	Sale Price	Sale Date	Site Size (Acres)	Year Built	Building Size (Sq. Ft.)	Sale Price Per Sq. Ft. of Bldg. Area Incl. Land
1	935 Wood Rd. Jacksonville, Illinois	$68,000	5/14/18	1.46	1940	1,120	$60.71
2	787 Rees Station Rd. Franklin, Illinois	$105,000	5/15/18	1.00	1915	1,402	$74.89
3	105 Spradlin Ave. Alexander, Illinois	$110,000	4/22/19	0.29	1982	1,674	$65.71
4	3103 Hermes Rd. Alexander, Illinois	$135,000	9/18/18	1.00	1955	2,174	$62.10
5	3339 Brown Rd. New Berlin, Illinois	$252,500	11/22/17	2.00	2002	3,200	$78.91

Project Description

The project is proposed to consist of up to 107 turbines with an individual capacity of 2.8 up to 4.8 megawatts; the turbines have a tip height of up to 598.6 feet. The total capacity of the wind farm will be approximately 303.6 megawatts, with a total footprint covering approximately 36,000 acres.

The turbines will be constructed to meet applicable standards and will be monitored to ensure compliance with those standards and to limit the impact of noise, and shadow flicker. The wind ordinance put in place requires the use of the Aircraft Detection Lighting System, or ADLS, for all turbines to be installed. Additional efforts are being made to limit the impact on avian and wildlife resources in the area.

Roads will be improved both before and after construction to accommodate the installation of the turbines and to repair any damage caused by the construction. Decommissioning Phase road repairs will be undertaken.

The total project cost will be approximately $400,000,000. Ancillary construction includes gravel access roads, underground collector lines, a project substation, an operations and maintenance building, and fiber optic cable and junction boxes.

Project Benefits

Taxes	
Total Revenue	Estimated total to be greater than $65,600,000 over the life of the project
Beneficiary Totals over the Life of the Project	Morgan County ≈ $9,800,000; School Districts ≈ $43,800,000; Road District ≈ $5,500,000
Land Agreements	
Participating Landowner Lease Payments	Participating landowner payments will consist of approximately $90,000,000 over the first 30 years of the project
Job Creation	
Temporary/Construction	≈395 Construction Jobs
Permanent	≈39 Permanent Jobs
Induced Impacts due to Construction	
Indirect Impacts	Permit payments to the county and anticipated increase in household spending to local businesses

Market Impact Analysis

A market impact analysis is undertaken to develop an opinion as to whether the proposed wind farm will have an effect on the value of residential uses and/or agricultural land in proximity to the turbines. This analysis includes:

- A matched pair analysis considering the impact on value of residential properties proximate to a wind farm in Illinois, as well as matched pairs developed and analyzed of residential properties in counties with similar demographics, land use, and economic characteristics of other states in the Midwest, specifically, Indiana, Kansas, South Dakota, Minnesota, and Iowa;
- The value of agricultural land in Morgan County and in other counties with existing wind farms;
- Interviews of local and national real estate professionals;
- The results of a survey of assessors in Illinois, Indiana, Kansas, South Dakota, Minnesota, and Iowa with existing wind farms in their respective jurisdictions; and
- The results of several academic and peer-reviewed studies on the impact of wind turbines on residential property values.

Matched Pair Analysis

A matched pair analysis is a methodology which analyzes the importance of a selected characteristic, in this instance proximity to a wind turbine, to the value of a property.[2] This technique compares the sale of a property in proximity to the selected characteristic to the sale of a similar property in the same market area and under similar market conditions but without the proximity to the selected characteristic.

It is difficult to find properties that are identical except for proximity to a wind turbine, and which also occurred under substantially similar market conditions, especially in rural areas. Many sales in the area are also conducted privately from family member to family member, or passed down from generation to generation, causing there to be a lack of sale information. Additionally, in many cases, the properties in these types of transactions do not sell at full value. The matched pair analysis accounts for different adjustments that must be made to account for the differences in the paired properties.

Data from similar Midwestern states that have a strong presence of wind turbines, similar demographics, similar economics, and similar agricultural characteristics, have also been analyzed.

Details of the sales included in this analysis are retained in my office files; maps in the addenda to this report illustrate the location of the properties. Unless otherwise indicated, none of the purchasers in these transactions appear to own any other property in proximity, and none of the transactions appear to have a wind turbine lease associated with the property.

[2] *See the discussion "Paired Sales Analysis" and "Sale/Resale Analysis" in Bell, Randall, MAI, Real Estate Damages, Applied Economics and Detrimental Conditions, Second Edition, Appraisal Institute, 2008, pages 25-27.*

Illinois Analysis - Macon County Matched Pair No. 1

Macon County Matched Pair #1 considers the recent sale of a property located at 8873 North Glasgow Road, Warrensburg, that is 1,855 feet from the nearest wind turbine located within the subject, Radford's Run, with approximately four additional turbines visible from the property to the north and west.

This sale is compared with a similar property located at 1511 Hunters View Drive, Mount Zion, that sold in June 2013. The location is in a suburban setting, but the area is still very rural in nature. The salient details of these two properties are summarized in the table below.

MACON COUNTY MATCHED PAIR NO. 1			
	1A - Proximate to a Wind Turbine	**1A - Prior Sale**	**1B - Not Proximate to a Wind Turbine**
Address	8873 North Glasgow Rd. Warrensburg, IL 62573	8873 North Glasgow Rd. Warrensburg, IL 62573	1511 Hunters View Dr. Mount Zion, IL 62549
Distance from Turbine	1,855 Feet	NA	NA
Sale Date	June 12, 2017	March 25, 2014	June 31, 2013
Sale Price	$214,000	$184,000	$193,000
Sale Price/Sq. Ft. (A.G.)	$124.35	$106.91	$91.90
Year Built	2006	2006	2006
Building Size (Sq. Ft.)	1,721	1,721	2,100
Lot Size (Acres)	1.04	1.35	0.21
Style	1-story, frame (vinyl) 4 bedrooms, 2 bath	1-story, frame (vinyl) 3 bedrooms, 2 bath	2-story, frame (vinyl/brick) 4 bedrooms; 2.1 bath
Basement	Full; partially finished	Full; unfinished	Full; finished
Utilities	Geothermal heat & cooling; Well & septic	Geothermal heat & cooling; Well & septic	Central Air; Forced-air heat; Public Sewer
Other	2.5-car attached garage; front porch and deck	2.5-car attached garage; front porch	3-car attached garage; patio

8873 North Glasgow Road

1511 Hunters View Drive

The house at 8873 North Glasgow Road, is located approximately 8 miles northwest of Decatur, in a rural area. According to the Macon County Assessor's records, this house previously sold in March 2014 for $184,000. This indicates an increase in value of approximately 16% during a period in which residential sale prices generally were not increasing. There is no lease for a wind turbine on this property. According to the most recent selling broker, there was an issue with the well test; the yard was dug up to find the well and to treat the problem. The yard has since returned to normal condition. The broker also stated that the house is in excellent condition and showed very well. The sellers added a wrap-around deck and finished part of the basement to add a fourth bedroom. The seller was being relocated and was offered a low price for the relocation fee; the sellers put the house on the market on their own and were able to sell it within six weeks, for greater than the asking price.

The house on Hunters View Drive has a similar, rural location, yet is situated in a suburban setting, and is approximately 4 miles south of Decatur. Although this house sits on a smaller lot than the Glasgow Road property, this is offset by the extra bedroom and by the second floor. The property is not near a wind farm.

ADJUSTMENT GRID MATCHED PAIR NO. 1

SALE NO.	ADDRESS	SALE DATE	YEAR BUILT	BUILDING SIZE	LOT SIZE	LOCATION	STYLE	BASEMENT	UTILITIES	OUT-BUILDINGS
1B	1511 Hunters View Drive Mount Zion, Illinois	+	O	-	+	-	O	O	+	O

\+ Positive adjustment based on comparable being inferior in comparison to property #1A
\- Negative adjustment based on comparable being superior in comparison to property #1A
O No adjustment necessary

The comparison will be made to the June 2017 date of sale because it is most similar to the sale of the Hunters View Drive property.

Upward adjustments are made for the superior market conditions, larger lot size, and geothermal heating and cooling system of the Glasgow Road property. Downward adjustments are made for the superior building size of the Hunters View Drive property. When the adjustments noted above are made to the sale price of the Hunters View Drive property, the two properties have essentially the same sale price per square foot value. Therefore, although the Hunters View Drive house is larger, the higher per foot sales price for the Glasgow Road house is justified by its superior condition and amenities, and its larger lot size. Thus, the difference in the sales price does not support the conclusion that there is any diminution in value resulting from the proximity of the Glasgow Road property to wind turbines. This is further supported by the subsequent sale of the Glasgow Road property, at which time the 2017 sale price increased by $17.44 per square foot over the 2014 sale price.

Illinois Analysis - McLean County Matched Pair No. 1

McLean County Matched Pair No. 1 considers the sale of a house located at 29394 E 850 North Road, Ellsworth, that sold in November 2015 for $207,000. This house is located approximately 1,865 feet from the nearest turbine, and there are several turbines visible to the north and east. The photograph below is of the turbines visible from the house, with the majority visible in the distance.

This property is compared with a similar property located at 26298 E 1000 North Road, Downs, that sold in March 2015 for $220,000. This property is not located near wind turbines; however, there are some visible more than 1 mile to the east. Market conditions are considered to be similar. Both properties are situated in rural locations. The salient details of these two properties are summarized in the following table.

MCLEAN COUNTY MATCHED PAIR NO. 1		
	1A - Proximate to a Wind Turbine	**1B - Not Proximate to a Wind Turbine**
Address	29394 E 850 North Rd. Ellsworth, IL 61737	26298 E 1000 North Rd. Downs, IL 61736
Distance from Turbine	1,865 Feet	N/A
Sale Date	November 17, 2015	March 11, 2015
Sale Price	$207,000	$220,000
Sale Price/Sq. Ft. (A.G.)	$86.25	$82.71
Year Built	1978	1978
Building Size (Sq. Ft.)	2,400	2,660
Lot Size (Acres)	1.70	2.49
Style	Two-story, frame (vinyl/brick) 4 bedrooms; 2 bath	Two-story, frame (vinyl) 4 bedrooms; 2 bath
Basement	Full, finished	Full, finished
Utilities	Central air; Propane heat; Well & septic	Central air; Propane heat; Well & septic
Other	2-car detached garage; patio, deck, small shed	2.5-car attached garage; large storage shed

29394 E 850 North Road

26298 E 1000 North Rd.

Both houses are of similar construction type, vintage, and size. Both had been updated recently, with the house at 29394 E 850 North Road having been updated more extensively than the other. Both have finished basements; however, basement build-out in the house at 26298 E 1000 North Road is not completely finished. The house at 26298 E 1000 North Road has a large shed with a drive-in door. The superior interior features and the larger shed are offset by the approximately ½-acre larger site size of the property at 26298 E 1000 North Road. Both houses are located on paved roads.

ADJUSTMENT GRID MATCHED PAIR NO. 1

SALE NO.	ADDRESS	SALE DATE	YEAR BUILT	BUILDING SIZE	LOT SIZE	LOCATION	STYLE	BASEMENT	UTILITIES	OUT-BUILDINGS
1B	26298 E 1000 North Rd. Downs, Illinois	O	O	O	-	O	O	O	O	-

\+ Positive adjustment based on comparable being inferior in comparison to property #1A
\- Negative adjustment based on comparable being superior in comparison to property #1A
O No adjustment necessary

Downward adjustments are made for the superior lot size and outbuildings of the 26298 E 1000 North Road property. When the adjustments noted above are made to the sale price of the 26298 E 1000 North Road property, the two properties have essentially the same sale price per square foot value. Thus, the difference in the sales price does not support the conclusion that there is any negative impact on value resulting from the proximity of the 29394 E 850 North Road property to wind turbines.

Illinois Analysis - McLean County Matched Pair No. 2

McLean County Matched Pair No. 2 considers the sale of a house located at 25156 E 1400 North Road, Ellsworth, that sold in November 2015 for $196,000. This house is located approximately 2,210 feet from the nearest turbine, but there are several turbines proximate to the south, southeast, and southwest. The photograph below is of the turbines visible from the property.

This property is compared with a similar property located at 787 E 1300 North Road, Sibley, that sold in March 2015 for $125,000. This property is not located near wind turbines. Market conditions are considered to be similar. Although this property is located in Ford County, both properties have similar, rural locations. The salient details of these two properties are summarized in the following table.

MCLEAN COUNTY MATCHED PAIR NO. 2		
	2A - Proximate to a Wind Turbine	**2B - Not Proximate to a Wind Turbine**
Address	25156 E 1400 North Rd. Ellsworth, IL 61737	787 E 1300 North Rd. Sibley, IL 61773
Distance from Turbine	2,210 Feet	N/A
Sale Date	November 1, 2015	March 13, 2015
Sale Price	$196,000	$125,000
Sale Price/Sq. Ft. (A.G.)	$66.58	$49.56
Year Built	1890	1900
Building Size (Sq. Ft.)	2,944	2,522
Lot Size (Acres)	4.14	3.36
Style	Two-story, frame (vinyl) 4 bedrooms; 2 bath	Two-story, frame (vinyl) 4 bedrooms; 2 bath
Basement	Full, finished	Full, partially finished
Utilities	Central air; Propane heat; Well & septic	Central air; Propane heat; Well & septic
Other	1-car attached garage; porch; machine shop	2-car detached garage; deck, large shed

25156 E 1400 North Road

787 E 1300 North Road

Both houses are of similar construction type, vintage, and size. Both have been remodeled in the recent past. The E 1400 North Road house has a large freestanding garage/machine shed that has water and electricity, which is superior to the older shed on the site of the E 1300 North Road house. Also, the site size of the E 1400 North Road house is approximately ¾ acre larger than the E 1300 North Road house. Both factors are reflected in its higher sale price.

ADJUSTMENT GRID MATCHED PAIR NO. 2

SALE NO.	ADDRESS	SALE DATE	YEAR BUILT	BUILDING SIZE	LOT SIZE	LOCATION	STYLE	BASEMENT	UTILITIES	OUT-BUILDINGS
2B	787 E 1300 North Rd. Sibley, Illinois	O	O	+	+	O	O	O	O	O

+	Positive adjustment based on comparable being inferior in comparison to property #2A
-	Negative adjustment based on comparable being superior in comparison to property #2A
O	No adjustment necessary

Upward adjustments are made for the larger building size and the larger lot size of the E 1400 North Road property. When the adjustments noted above are made to the sale price of the E 1300 North Road property, the two properties have a similar sale price per square foot value. Thus, the difference in the sales price does not support the conclusion that there is any negative impact on value resulting from the proximity of the E 1400 North Road property to wind turbines.

Illinois Analysis - McLean County Matched Pair No. 3

McLean County Matched Pair No. 3 considers the sale of a house located at 25017 E 1400 North Road, Ellsworth, that sold in September 2015 for $159,000. This house is located approximately 1,573 feet from the nearest turbine, and there are several turbines proximate to the south, southeast, and southwest. The photograph below is of the turbines visible from the property.

This property is compared with a similar property located at 10837 Yankee Town Road, Farmer City, that sold in October 2016 for $134,000. This property is not located near wind turbines. Market conditions are considered to be slightly superior at the date of sale of this property. Although this house is located in DeWitt County, both properties have similar rural locations. The salient details of these two properties are summarized in the following table.

MCLEAN COUNTY MATCHED PAIR NO. 3		
	3A - Proximate to a Wind Turbine	**3B - Not Proximate to a Wind Turbine**
Address	25017 E 1400 North Rd. Ellsworth, IL 61737	10837 Yankee Town Rd. Farmer City, IL 61842
Distance from Turbine	1,573 Feet	N/A
Sale Date	September 3, 2015	October 3, 2016
Sale Price	$159,000	$134,000
Sale Price/Sq. Ft. (A.G.)	$81.45	$68.37
Year Built	1880	1908
Building Size (Sq. Ft.)	1,952	1,960
Lot Size (Acres)	2.87	4.00
Style	Two-story, frame (vinyl) 4 bedrooms; 2 bath	Two-story, frame (vinyl) 4 bedrooms; 2 bath
Basement	Full, finished	Full, finished
Utilities	Central air; Propane heat; Well & septic	Central air; Propane heat; Well & septic
Other	No separate garage; large shed with drive-in doors; other farm buildings	No separate garage; large shed with drive-in doors; other farm buildings

25017 E 1400 North Road

10837 Yankee Town Road

Both houses are of similar construction type, vintage, and size. Both have been remodeled and updated. Neither property has a garage; both have large buildings with drive-in doors for cars and other equipment. Both properties have other farm buildings on the site. The Yankee Town Road house has a site that is approximately 1.25 acres larger than that of the E 1400 North Road house.

ADJUSTMENT GRID MATCHED PAIR NO. 3

SALE NO.	ADDRESS	SALE DATE	YEAR BUILT	BUILDING SIZE	LOT SIZE	LOCATION	STYLE	BASEMENT	UTILITIES	OUT-BUILDINGS
3B	10837 Yankee Town Rd. Farmer City, Illinois	-	O	O	-	O	O	O	O	O

\+ Positive adjustment based on comparable being inferior in comparison to property #3A
\- Negative adjustment based on comparable being superior in comparison to property #3A
O No adjustment necessary

Downward adjustments are made for the superior market conditions and larger lot size of the E 1400 North Road property. When the adjustments noted above are made to the sale price of the Yankee Town Road property, the E 1400 North Road property appears to have a superior sale price per square foot value to that of the Yankee Town Road property. Thus, the difference in the sales price does not support the conclusion that there is any negative impact on value resulting from the proximity of the E 1400 North Road property to wind turbines.

Illinois Analysis - Livingston County Matched Pair No. 1

Livingston County Matched Pair No. 1 considers the sale of a property in Livingston County that is located proximate to the Cayuga Ridge Wind Farm. Cayuga Ridge construction began in 2009, and the wind farm came fully online in March 2010. The house at 23090 N 2500 East Road, Odell, is 2,322 feet east of a wind turbine, 3,229 feet west of a wind turbine, and 3,440 feet south of a wind turbine. The photograph below illustrates the location of this house, on the right side of the frame, relative to the nearest turbines.

This sale is compared with a similar property located at 16101 E 1400 North Road in Pontiac that is not proximate to a wind turbine. The salient details of these two properties are summarized in the following table.

LIVINGSTON COUNTY MATCHED PAIR NO. 1		
	1A - Proximate to a Wind Turbine	**1B - Not Proximate to a Wind Turbine**
Address	23090 N 2500 East Rd. Odell, IL 60460	16101 E 1400 North Rd. Pontiac, IL 61764
Distance from Turbine	2,322 Feet	N/A
Sale Date	August 15, 2013	November 18, 2013
Sale Price	$205,000	$167,500
Sale Price/Sq. Ft. (A.G.)	$108.41	$89.33
Year Built	1971	1967
Building Size (Sq. Ft.)	1,891	1,875
Lot Size (Acres)	3.63	3.27
Style	One-story; brick 4 bedrooms, 1.1 bath	One-story; brick 3 bedrooms, 2 bath
Basement	Full, partially finished	Crawlspace
Utilities	Central air; Electric heat; Well & septic	Central air; Propane heat; Well & septic
Other	2-car detached garage; 2 pole barns; 60 x 90 shed (subsequently demolished)	1-car attached garage; 30 x 40 shed; 64 x 42 machine shop

23090 N 2500 East Road

16101 E 1400 North Road

Both properties are located in the Pontiac High School district. The lot sizes are similar; however, the Odell property is approximately ⅓-acre larger. The houses are of similar construction vintage and are of equivalent size. The condition of both is assumed to be similar. The Odell property has an additional bedroom and is superior in that it has a full, partially finished basement and a larger garage. However, the Pontiac property has two full bathrooms, a first-floor laundry room, and propane gas heat. The outbuildings of the Odell property were in poor condition and were demolished subsequent to the sale; therefore, the Pontiac property is considered superior in that regard, which offsets the smaller size of the garage.

ADJUSTMENT GRID MATCHED PAIR NO. 1

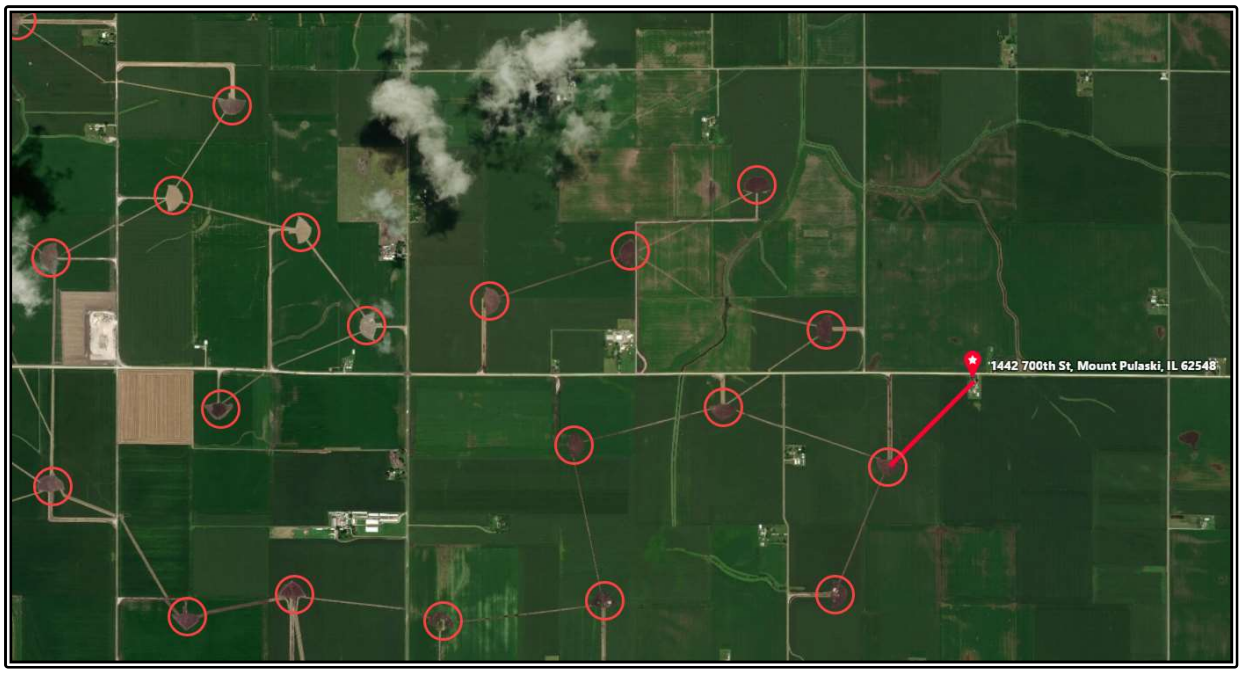
SALE NO.	ADDRESS	SALE DATE	YEAR BUILT	BUILDING SIZE	LOT SIZE	LOCATION	STYLE	BASEMENT	UTILITIES	OUT-BUILDINGS
1B	16101 E 1400 North Rd. Pontiac, Illinois	O	O	O	O	O	O	+	O	O
+	Positive adjustment based on comparable being inferior in comparison to property #1A									
-	Negative adjustment based on comparable being superior in comparison to property #1A									
O	No adjustment necessary									

An upward adjustment is made for the superior basement of the N 2500 East Road property. When the adjustments noted above are made to the sale price of the E 1400 North Road property, the N 2500 East Road property appears to have a superior sale price per square foot value to that of the E 1400 North Road property. Thus, the difference in the sales price does not support the conclusion that there is any negative impact on value resulting from the proximity of the N 2500 East Road property to wind turbines.

Illinois Analysis - Logan County Matched Pair No. 1

Logan County Matched Pair No. 1 considers the sale of a house located at 1442 700th Street, Mount Pulaski, that sold in April 2018 for $170,000. This house is located approximately 2,080 feet from the nearest turbine of HillTopper, which came online in 2018. The photograph below is an aerial view of the multiple turbines visible to the west of the house.

This property is compared with a similar property located at 488 100th Avenue, Athens, that sold in July 2017 for $158,000. This property is not located near wind turbines. Both properties are situated in rural locations. The salient details of these two properties are summarized in the following table.



LOGAN COUNTY MATCHED PAIR NO. 1		
	1A - Proximate to a Wind Turbine	**1B - Not Proximate to a Wind Turbine**
Address	1442 700th St. Mount Pulaski, IL 62548	488 100th Ave. Athens, IL 62613
Distance from Turbine (Ft.)	2,080	N/A
Sale Date	April 15, 2019	July 31, 2017
Sale Price	$170,000	$158,000
Sale Price/Sq. Ft. (A.G.)	$82.68	$81.61
Year Built	1910	1901
Building Size (Sq. Ft.)	2,056	1,936
Lot Size (Acres)	2.00	4.94
Style	Two-story; frame (vinyl/wood) 4 bedrooms, 2 bath	Two-story; frame (vinyl/brick) 4 bedrooms, 2 bath
Basement	N/A	Full, unfinished
Utilities	Central air; heat pump; well & septic	Central air; forced-air heating; well & septic
Other	barn with two parking spaces; deck, porch, and patio	2-car detached garage; deck, porch, and patio

1442 700th Street

488 100th Avenue

The house at 1442 700th Street, is located approximately 2,080 feet away from the nearest turbine, in a rural area. Both houses are of similar vintage, similar building size, located in a similar rural location, have a similar building style, have similar utilities, and have similar outbuildings. The 1442 700th Street property was sold in slightly superior market conditions. The 488 100th Avenue property has a superior lot size and has a superior basement.

ADJUSTMENT GRID MATCHED PAIR NO. 1

Sale No.	Address	Sale Date	Year Built	Building Size	Lot Size	Location	Style	Basement	Utilities	Out-Buildings
1B	488 100th Ave. Athens, IL 62613	+	O	O	-	O	O	-	O	O

+	Positive adjustment based on comparable being inferior in comparison to property #1A
-	Negative adjustment based on comparable being superior in comparison to property #1A
O	No adjustment necessary

Upward adjustments are made to the 488 100th Avenue property for the superior market conditions of the 1442 700th Street property. Downward adjustments are made for the larger lot size and superior basement of the 488 100th Avenue property compared to the basement of the 1442 700th Street property. The two properties have essentially the same vintage, building size, location, style, utilities, and outbuildings. Therefore, although the two properties give the impression of being similar in many categories, the higher per square foot sale price for the 1442 700th Street property appears to not support a finding that there is a negative impact on value resulting from the proximity of the 1442 700th Street property to a wind turbine.

Illinois Analysis - Lee County Matched Pair No. 1

Lee County Matched Pair No. 1 considers the sale of a house located at 956 Bingham Road, Steward, that sold in November 2017 for $185,000. This house is located approximately 735 feet from the nearest turbine of the Mendota Hills Wind Farm, which originally came online in 2003 and was subsequently renewed in 2019. The photograph below is an aerial view of the multiple turbines visible each direction of the house.

This property is compared with a similar property located at 3535 Elva Road, Steward, that sold in June 2018 for $180,000. This property is not located near wind turbines. Both properties are situated in rural locations. The salient details of these two properties are summarized in the following table.

LEE COUNTY MATCHED PAIR NO. 1		
	1A - Proximate to a Wind Turbine	**1B - Not Proximate to a Wind Turbine**
Address	956 Bingham Rd. Steward, IL 60553	3535 Elva Rd. Steward, IL 60553
Distance from Turbine (Ft.)	735	N/A
Sale Date	November 29, 2017	June 24, 2018
Sale Price	$185,000	$180,000
Sale Price/Sq. Ft. (A.G.)	$100.00	$87.89
Year Built	1900	1972
Building Size (Sq. Ft.)	1,850	2,048
Lot Size (Acres)	2.41	3.22
Style	Two-story; frame (vinyl) 4 bedrooms, 2 bath	One-story; frame (vinyl) 4 bedrooms, 2 bath
Basement	Full	Full, partially finished
Utilities	Wall-unit air; radiant heat; well & septic	Hydronic heating; well & septic
Other	2-car detached garage; storage shed; deck, porch, and patio	3-car attached garage; storage shed, horse paddock; porch, and patio

956 Bingham Road

3535 Elva Road

The house at 956 Bingham Road, is located approximately 735 feet away from the nearest turbine, in a rural area. Both houses were sold in similar market conditions, have similar lot sizes, located in a similar rural location, and have similar basements. The 956 Bingham Road property has a superior building style and has superior utilities. The 3535 Elva Road property is of a superior vintage, superior building size, and has superior outbuilding.

ADJUSTMENT GRID MATCHED PAIR NO. 1

Sale No.	Address	Sale Date	Year Built	Building Size	Lot Size	Location	Style	Basement	Utilities	Out-Buildings
1B	3535 Elva Rd. Steward, IL 60553	O	-	-	O	O	+	O	+	-

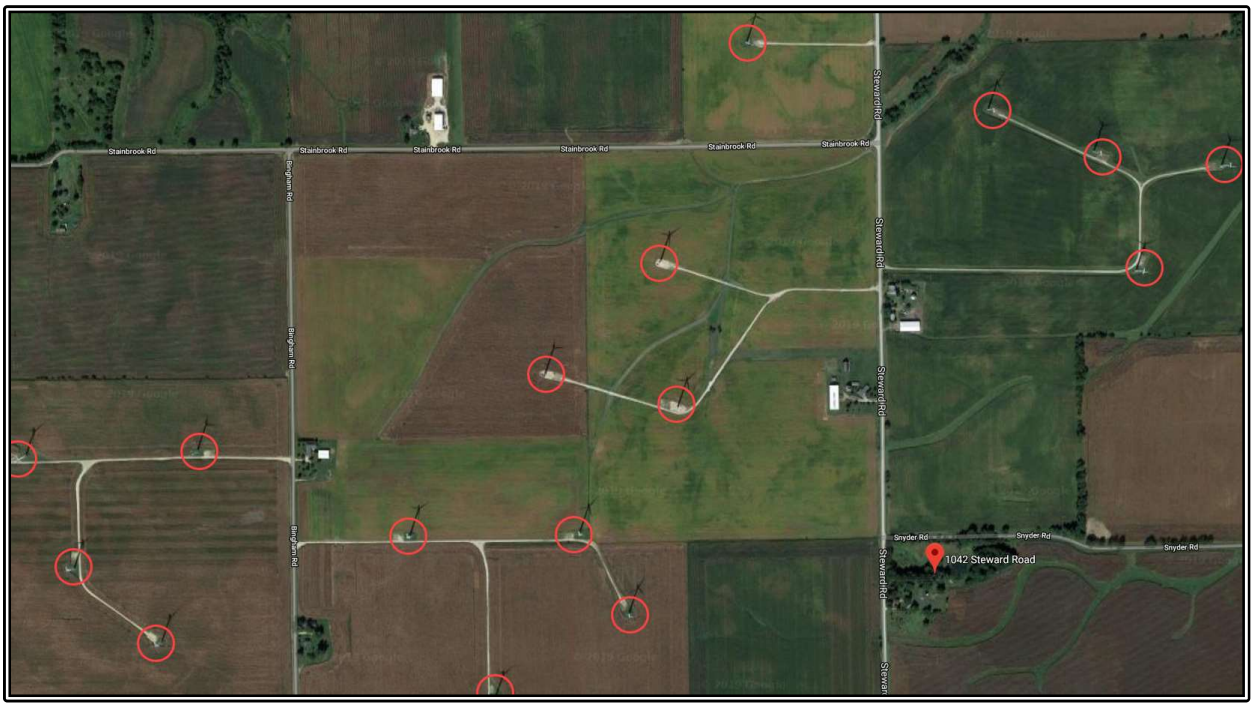
+ Positive adjustment based on comparable being inferior in comparison to property #1A
- Negative adjustment based on comparable being superior in comparison to property #1A
O No adjustment necessary

Upward adjustments are made to the 3535 Elva Road property for the superior building style and utilities of the 956 Bingham Road. Downward adjustments are made for the superior vintage, building size, and outbuildings of the 3535 Elva Road property compared to those features of the 956 Bingham Road property. The two properties have essentially the same market conditions, lot size, location, and basements. Therefore, although the 3535 Elva Road property gives the impression of being superior, the higher per square foot sale price for the 956 Bingham Road property appears to not support a finding that there is a negative impact on value resulting from the proximity of the 956 Bingham Road property to a wind turbine.

Illinois Analysis - Lee County Matched Pair No. 2

Lee County Matched Pair No. 2 considers the sale of a house located at 1042 Steward Road, Steward, that sold in July 2017 for $320,000. This house is located approximately 1,780 feet from the nearest turbine of the Mendota Hills Wind Farm, which originally came online in 2003 and was subsequently renewed in 2019. The following photograph is an aerial view of the multiple turbines visible to the west of the house.

This property is compared with a similar property located at 3377 Willow Creek Road, Lee, that sold in February 2018 for $319,000. This property is not located near wind turbines. Both properties are situated in rural locations. The salient details of these two properties are summarized in the following table.



LEE COUNTY MATCHED PAIR NO. 2		
	2A - Proximate to a Wind Turbine	**2B - Not Proximate to a Wind Turbine**
Address	1042 Steward Rd. Steward, IL 60553	3377 Willow Creek Rd. Lee, IL 60530
Distance from Turbine (Ft.)	1,780	N/A
Sale Date	July 27, 2017	February 15, 2018
Sale Price	$320,000	$319,000
Sale Price/Sq. Ft. (A.G.)	$181.82	$141.34
Year Built	1936	2002
Building Size (Sq. Ft.)	1,760	2,257
Lot Size (Acres)	9.08	2.00
Style	Two-story; frame (brick) 4 bedrooms, 2 bath	One-story; frame (vinyl) 6 bedrooms, 2 bath
Basement	Full	Full, finished 2,000 sq. ft. walkout
Utilities	Central air; forced-air heating; well & septic	Central and geothermal air; geothermal heating; well & septic
Other	2-car detached garage; pole barn; pond, porch, and patio	2-car attached garage; machine shed with 1-car garage two-tiered deck, porch, patio, and pool

1042 Steward Road

3377 Willow Creek Road

The house at 1042 Steward Road, is located approximately 1,780 feet away from the nearest turbine, in a rural area. Both houses were sold in similar market conditions and located in a similar rural location. The 1042 Steward Road property has a superior lot size. The 3377 Willow Creek Road property is of a superior vintage, has a superior building size, is of a superior building style, has a superior basement, has superior utilities, and has superior outbuildings.

ADJUSTMENT GRID MATCHED PAIR NO. 2

Sale No.	Address	Sale Date	Year Built	Building Size	Lot Size	Location	Style	Basement	Utilities	Out-Buildings
2B	3377 Willow Creek Rd. Lee, IL 60530	O	-	-	+	O	-	-	-	-

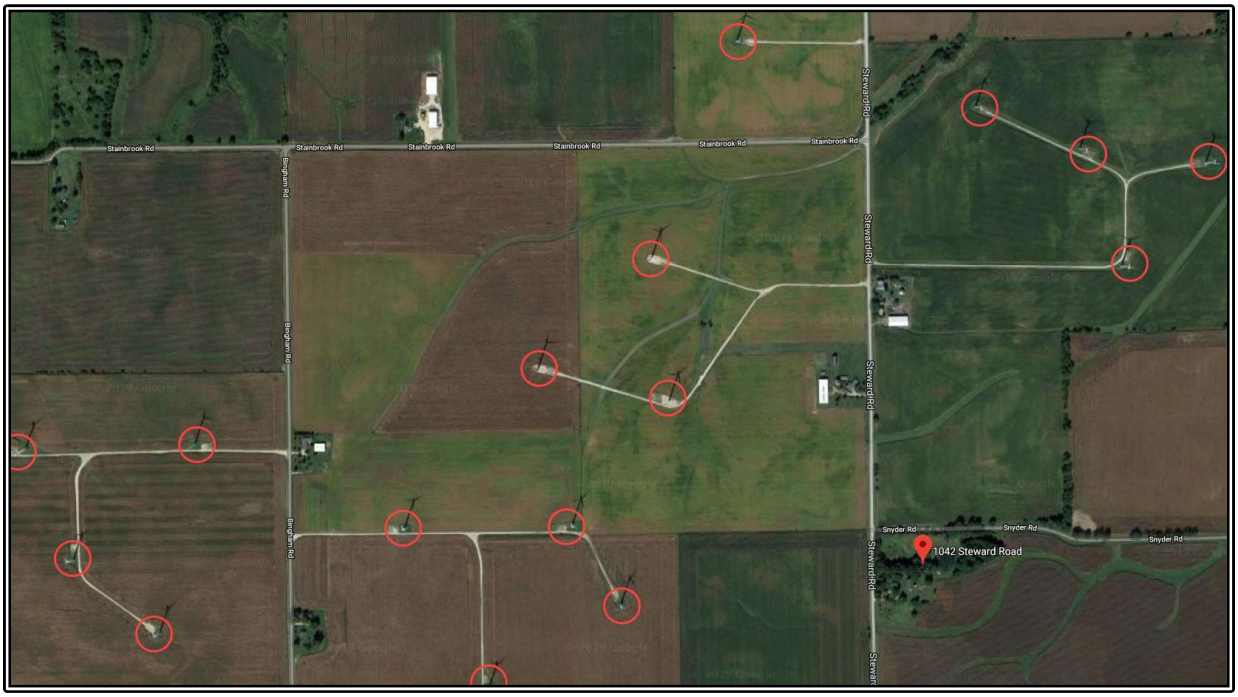
\+ Positive adjustment based on comparable being inferior in comparison to property #1A
\- Negative adjustment based on comparable being superior in comparison to property #1A
O No adjustment necessary

Upward adjustments are made to the 3377 Willow Creek Road property for the larger lot size of the 1042 Steward Road property. Downward adjustments are made for the superior vintage, building size, style, basement, utilities, and outbuildings of the 3377 Willow Creek Road property compared to those features of the 1042 Steward Road property. The two properties have essentially the same market conditions and location. Therefore, although the 3377 Willow Creek Road property gives the impression of being superior, the higher per square foot sale price for the 1042 Steward Road property appears to not support a finding that there is a negative impact on value resulting from the proximity of the 1042 Steward Road property to a wind turbine.

Illinois Analysis - Lee County Matched Pair No. 3

Lee County Matched Pair No. 3 considers the prior sale of a house located at 1042 Steward Road, Steward, that sold in August 2009 for $240,000. This house is located approximately 1,780 feet from the nearest turbine of the Mendota Hills Wind Farm, which originally came online in 2003 and was subsequently renewed in 2019. The photograph below is an aerial view of the multiple turbines visible to the west of the house.

This property is compared to the prior sale of a similar property located at 3535 Elva Road, Steward, that sold in June 2013 for $96,253. As well as a prior sale of a similar property located at 3377 Willow Creek Road, Lee, that sold in February 2014 for $150,000. These property are not located near wind turbines. All three of the properties are situated in rural locations. The salient details of these three properties are summarized in the following table.



LEE COUNTY MATCHED PAIR NO. 3
(PRIOR SALES)

	3A - Proximate to a Wind Turbine	3B - Not Proximate to a Wind Turbine	3B - Not Proximate to a Wind Turbine
Address	1042 Steward Rd. Steward, IL 60553	3535 Elva Rd. Steward, IL 60553	3377 Willow Creek Rd. Lee, IL 60530
Distance from Turbine (Ft.)	1,780	N/A	N/A
Sale Date	August 13, 2009	March 22, 2013	December 15, 2014
Sale Price	$240,000	$96,253	$150,000
Sale Price/Sq. Ft. (A.G.)	$136.36	$47.00	$66.46
Year Built	1936	1972	2002
Building Size (Sq. Ft.)	1,760	2,048	2,257
Lot Size (Acres)	9.08	3.22	2.00
Style	Two-story; frame (brick) 4 bedrooms, 2 bath	One-story; frame (vinyl) 4 bedrooms, 2 bath	One-story; frame (vinyl) 6 bedrooms, 2 bath
Basement	Full	Full, partially finished	Full, finished 2,000 sq. ft. walkout
Utilities	Central air; forced-air heating; well & septic	Hydronic/steam heating; well & septic	Central and geothermal air; geothermal heating; well & septic
Other	2-car detached garage; pole barn; pond, porch, and patio	3-car attached garage; storage shed, horse paddock; porch, and patio	2-car attached garage; machine shed with 1-car garage two-tiered deck, porch, patio, and pool

1042 Steward Road

3535 Elva Road

3377 Willow Creek Road

Both the 1042 Steward Road and the 3535 Elva Road properties are located in a similar rural location, have a similar building style, and have similar basements. The 1042 Steward Road property and has a superior lot size and has superior utilities. The 3535 Elva Road property was sold in superior market conditions, is of a superior vintage, has a superior building size, and has superior outbuildings.

Both the 1042 Steward Road and the 3377 Willow Creek Road properties are located in a similar rural location. The 1042 Steward Road property has a superior lot size. The 3377 Willow Creek Road property was sold in superior market conditions, is of a superior vintage, has a superior building size, is of a superior building style, has a superior basement, has superior utilities, and has superior outbuildings.

ADJUSTMENT GRID MATCHED PAIR NO. 3
(PRIOR SALES)

Sale No.	Address	Sale Date	Year Built	Building Size	Lot Size	Location	Style	Basement	Utilities	Out-Buildings
3B	3535 Elva Rd. Steward, IL 60553	-	-	-	+	O	O	O	+	-
3C	3377 Willow Creek Rd. Lee, IL 60530	-	-	-	+	O	-	-	-	-

\+ Positive adjustment based on comparable being inferior in comparison to property #1A
\- Negative adjustment based on comparable being superior in comparison to property #1A
O No adjustment necessary

Upward adjustments are made to the 3535 Elva Road property for the larger lot size and the superior utilities of the 1042 Steward Road property. Downward adjustments are made for the superior market conditions, vintage, building size, and outbuildings of the 3535 Elva Road property compared to those features of the 1042 Steward Road property. The two properties have essentially the same location, style, and basements.

Upward adjustments are made to the 3377 Willow Creek Road property for the larger lot size of the 1042 Steward Road property. Downward adjustments are made for the superior market conditions, vintage, building size, style, basement, utilities, and outbuildings of the 3377 Willow Creek Road property compared to those features of the 1042 Steward Road property. The two properties have essentially the same location.

The 2013 prior sale of the 3535 Elva Road and the 2014 prior sale of the 3377 Willow Creek Road properties give the impression of being superior including, selling during the recovery of the housing market recession, compared to selling during the peak of the recession, such as the 2009 prior sale of the 1042 Steward Road property. However, the higher per square foot sale of the 2009 prior sale for the property appears to not support a finding that there is a negative impact on value resulting from the proximity of the 1042 Steward Road property to a wind turbine.

Matched Pair Analysis – Indiana, Minnesota, Iowa, and Kansas

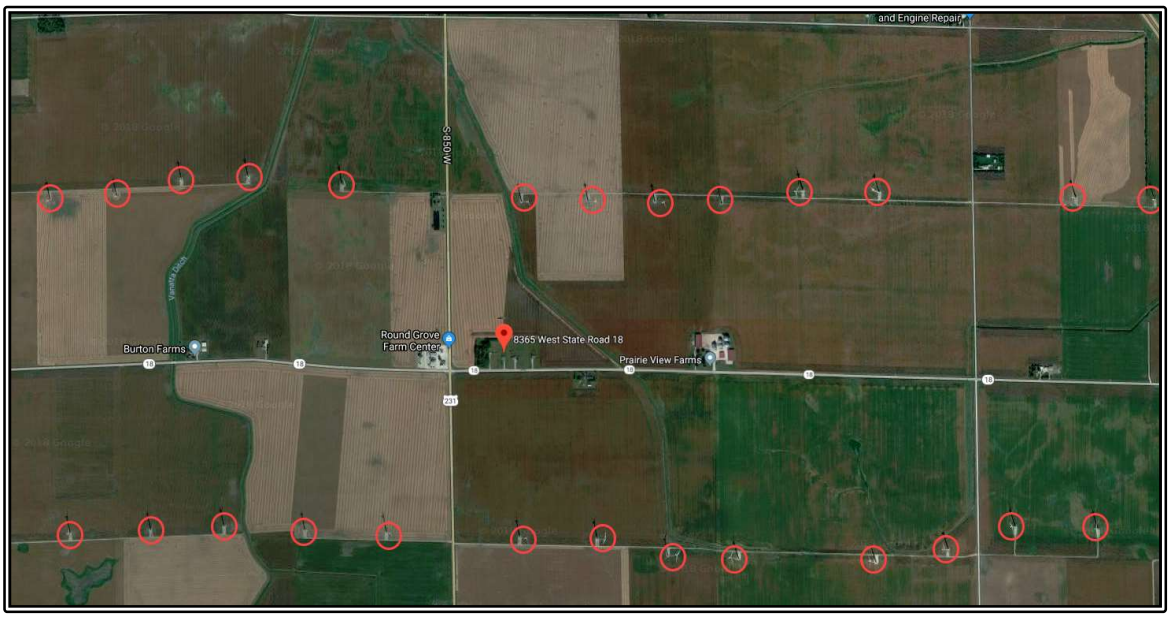
In addition to analyzing sales in the subject project area, we have researched sales in proximity to several existing wind farms in rural areas of Indiana, Minnesota, Iowa, and Kansas in order to discover whether residential property values in these areas were impacted by their locations. The following are the results of the most recent of these studies.

As with the research from Illinois, details of these sales are retained in my office files; maps in the addenda to this report illustrate the location of these matched pairs. Unless otherwise indicated, none of the purchasers in these transactions appear to own any other property in proximity, and none of the transactions appear to have a wind turbine lease associated with the property.

Indiana Analysis - White County Matched Pair No. 1

White County Matched Pair No. 1 considers the sale of a house located at 8365 West State Road 18, Brookston, that sold in December 2017 for $159,900. This house is located approximately 2,340 feet from the nearest turbine of the Meadow Lake Wind Farm, which came online in 2009, and there are several turbines visible in each direction. The photograph below is an aerial view of the turbines visible surrounding the house.

This property is compared with a similar property located at 1105 South Airport Road, Monticello, that sold in December 2017 for $173,200. This property is not located near wind turbines. Both properties are situated in rural locations. The salient details of these two properties are summarized in the following table.



WHITE COUNTY MATCHED PAIR NO. 1		
	1A - Proximate to a Wind Turbine	**1B - Not Proximate to a Wind Turbine**
Address	8365 W State Road 18 Brookston, IN 47923	1105 S Airport Rd. Monticello, IN 47960
Distance from Turbine (Ft.)	2,340	N/A
Sale Date	December 27, 2017	December 18, 2017
Sale Price	$159,900	$173,200
Sale Price/Sq. Ft. (A.G.)	$90.34	$70.78
Year Built	2003	1927
Building Size (Sq. Ft.)	1,770	2,447
Lot Size (Acres)	2.09	1.64
Style	One-story; frame (brick) 3 bedrooms, 2 bath	Two-story; frame (vinyl) 5 bedrooms, 2.5 bath
Basement	Crawlspace	Partial/Crawlspace
Utilities	Central air; forced-air heat; well & septic	Central air; other heating; well & septic
Other	2-car attached garage; deck	1-car attached garage; 2-car detached garage; pool

8365 West State Road 18

1105 South Airport Road

The house at 8365 West State Road 18, is located approximately 2,400 feet away from the nearest turbine, in a rural area. Both houses are located in a similar rural location, have similar utilities, and were sold in similar market conditions. The 8365 West State Road 18 property is of superior vintage and has a superior lot size. The 1105 South Airport Road property has a superior building size, a superior building style, and has a superior basement and outbuildings.

ADJUSTMENT GRID MATCHED PAIR NO. 1

Sale No.	Address	Sale Date	Year Built	Building Size	Lot Size	Location	Style	Basement	Utilities	Out-Buildings
1B	1105 S Airport Rd. Monticello, IN 47960	O	+	-	+	O	-	-	O	-

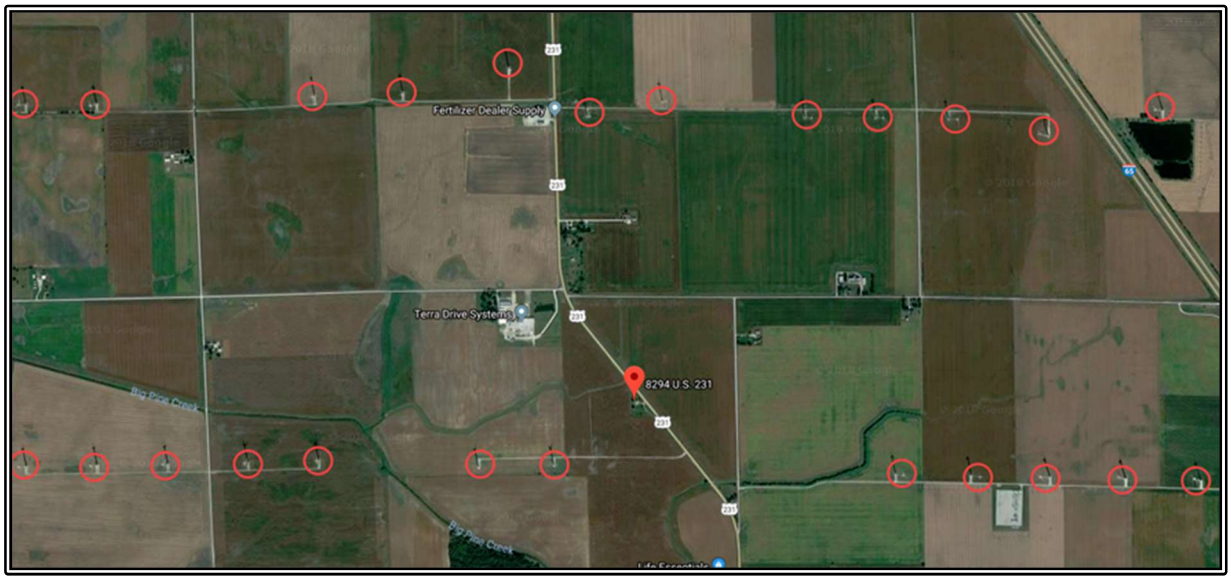
+	Positive adjustment based on comparable being inferior in comparison to property #1A
-	Negative adjustment based on comparable being superior in comparison to property #1A
O	No adjustment necessary

Upward adjustments are made to the 1105 South Airport Road property for the superior vintage and the larger lot size of the 8365 West State Road 18 property. Downward adjustments are made for the superior building size, building style, basement, and outbuildings of the 1105 South Airport Road property compared to those features of the 8365 West State Road 18 property. The two properties have essentially the same location, utilities, and were sold in similar market conditions. Therefore, although the 1105 South Airport Road property give the impressions of being superior in many categories, the much higher per square foot sale price for the 8365 West State Road 18 property appears to not support a finding that there is a negative impact on value resulting from the proximity of the 8365 West State Road 18 property to a wind turbine.

Indiana Analysis - White County Matched Pair No. 2

White County Matched Pair No. 2 considers the sale of a house located at 8294 South US Highway 231, Brookston, that sold in September 2016 for $157,000. This house is located approximately 1,410 feet from the nearest turbine of the Meadow Lake Wind Farm, which came online in 2009, and there are several turbines visible in each direction. The following photograph is an aerial view of the turbines visible surrounding the house.

This property is compared with a similar property located at 6288 East Ash Court, Monticello, that sold in June 2017 for $150,800. This property is not located near wind turbines. Market conditions are considered to be similar. The salient details of these two properties are summarized in the following table.



WHITE COUNTY MATCHED PAIR NO. 2		
	2A - Proximate to a Wind Turbine	**2B - Not Proximate to a Wind Turbine**
Address	8294 S US Highway 231 Brookston, IN 47923	6288 E Ash Ct. Monticello, IN 47960
Distance from Turbine (Ft.)	1,410	N/A
Sale Date	September 23, 2016	June 22, 2017
Sale Price	$157,000	$150,800
Sale Price/Sq. Ft. (A.G.)	$80.60	$59.23
Year Built	1926	1968
Building Size (Sq. Ft.)	1,948	2,546
Lot Size (Acres)	1.35	1.44
Style	One-story; frame (vinyl) 5 bedrooms, 2 bath	Two-story; frame (vinyl/brick) 5 bedrooms, 2.5 bath
Basement	Crawlspace	Crawlspace
Utilities	Central air; forced-air heat; well & septic	Central air; forced-air heat; well & septic
Other	2-car attached garage	1-car attached garage; 2-car detached garage; deck

8294 South US Highway 231

6288 East Ash Court

The house at 8294 South US Highway 231, is located approximately 1,410 feet away from the nearest turbine, in a rural area. Both houses have a similar lot size, a similar rural location, have similar basements, and similar utilities. The 6288 East Ash Court property is of superior building size, building style, vintage, outbuildings, and was sold in superior market conditions.

ADJUSTMENT GRID MATCHED PAIR NO. 2

Sale No.	Address	Sale Date	Year Built	Building Size	Lot Size	Location	Style	Basement	Utilities	Out-Buildings
2B	6288 E Ash Ct. Monticello, IN 47960	-	-	-	O	O	-	O	O	-
+	Positive adjustment based on comparable being inferior in comparison to property #2A									
-	Negative adjustment based on comparable being superior in comparison to property #2A									
O	No adjustment necessary									

Downward adjustments were made for the superior market conditions, vintage, building size, building style, and outbuildings of the 6288 East Ash Court property compared to the 8294 South US Highway 231 property. The two properties have essentially the same location, lot size, basement, and utilities. Therefore, although the 6288 East Ash Court property give the impressions of being superior in many categories, the much higher per square foot sale price for the 8294 South US Highway 231 property appears to support the conclusion that there is not any negative impact in value resulting from the proximity of the 8294 South US Highway 231 property to a wind turbine.

Minnesota Analysis - Freeborn County Matched Pair No. 1

Freeborn County, Minnesota, is located north adjacent to central Iowa. Matched Pair #1 considers the sale of a property in the footprint of the Bent Tree Wind Farm in Freeborn County, which has been operational since February 2011. The house is located at 69525 305th Street, Hartland, sold in March 2016. This house is approximately 2,375 feet from the nearest turbine; there are several turbines located to the south and southeast.

This sale is compared with a similar property located at 70308 240th Street, Albert Lea, that sold in May 2016. Wind turbines are visible from the house, but the turbines are more than 1.5 miles away. The location is very rural in nature. Market conditions are considered to be substantially similar at the dates of sale. The salient details of these two properties are summarized in the table below.

FREEBORN COUNTY MATCHED PAIR NO. 1		
	1A - Proximate to a Wind Turbine	**1B - Not Proximate to a Wind Turbine**
Address	69525 305th Street. Hartland, MN 56042	70308 240th Street. Albert Lea, MN 56007
Distance from Turbine	2,375 Feet	NA
Sale Date	March 31, 2016	May 16, 2016
Sale Price	$89,000	$100,000
Sale Price/Sq. Ft. (A.G.)	$57.12	$61.80
Year Built	1880	1925
Building Size (Sq. Ft.)	1,558	1,618
Lot Size (Acres)	5.51	4.01
Style	Farmhouse; frame (vinyl) 3 or 4 bedrooms, 2 bath	Farmhouse; frame (vinyl) 3 bedrooms, 2 bath
Basement	Full, unfinished	Partial, unfinished
Utilities	No central air; propane heat; Well & septic	Central air; natural gas heat; Well & septic
Other	2-car detached garage; deck, outbuildings	2.5-car detached garage; deck, outbuildings

69525 305th Street

70308 240th Street

Both properties are older, farm-house style and of frame construction with vinyl siding. They are somewhat similar in size. However, the 240th Street house is superior to the 305th Street house in condition; it is classified by the Assessor as being in better condition and is described in the online listing as having been renovated recently. The 305th Street house does not have central air conditioning, and does not have natural gas available; however, the 240th Street house has both. Both the central air conditioning and the availability of natural gas are considered superior factors for 240th Street requiring a downward adjustment. An upward adjustment for the full basement of 305th Street compared to the partial basement of 240th Street.

The house on 240th Street has a site size approximately 1.5 acres smaller than that of the 305th Street house. However, this is more than offset by its location on a hard-surface road, as well as the proximity to Interstate 90 access and to the city of Albert Lea.

ADJUSTMENT GRID MATCHED PAIR NO. 1

SALE NO.	ADDRESS	SALE DATE	YEAR BUILT	BUILDING SIZE	LOT SIZE	LOCATION	STYLE	BASEMENT	UTILITIES	OUT-BUILDINGS
1B	70308 240th St. Albert Lea, Minnesota	O	-	O	O	-	O	+	-	O

+	Positive adjustment based on comparable being inferior in comparison to property #1A
-	Negative adjustment based on comparable being superior in comparison to property #1A
O	No adjustment necessary

When the adjustments noted above for superior condition, air conditioning, and the availability of natural gas are made to the sale price of the 240th Street house, the two properties have essentially the same per square foot value. In other words, the higher per foot sale price for the 240th Street house is justified by its superior condition and amenities. Thus, the difference in the sale price does not support the conclusion that proximity to the wind turbines had a negative impact on the sale price of the property at 69525 305th Street.

Kansas Analysis - Coffey County Matched Pair No. 1

Coffey County Matched Pair No. 1 considers the sale of a house located at 2045 Trefoil Road Northeast, Waverly, that sold in November 2018 for $162,500. This house is located approximately 1,960 feet from the nearest turbine of the Waverly Wind Farm, which came online in 2016, and there are several turbines visible in each direction.

The following photograph is an aerial view of the turbines visible surrounding the house.

This property is compared with a similar property located at 1804 North C Street, Le Roy, that sold in June 2018 for $120,000. This property is not located near wind turbines. Both properties are situated in rural locations. The salient details of these two properties are summarized in the table below.

COFFEY COUNTY MATCHED PAIR NO. 1		
	1A - Proximate to a Wind Turbine	**1B - Not Proximate to a Wind Turbine**
Address	2045 Trefoil Rd. NE Waverly, KS 66871	1804 North C St. Le Roy, KS 66857
Distance from Turbine (Ft.)	1,960	N/A
Sale Date	November 19, 2018	June 15, 2018
Sale Price	$162,500	$120,000
Sale Price/Sq. Ft. (A.G.)	$113.80	$39.53
Year Built	1977	2002
Building Size (Sq. Ft.)	1,428	3,036
Lot Size (Acres)	12.00	0.50
Style	One-story; frame (vinyl) 3 bedrooms, 2 bath	One-story; frame (brick) 4 bedrooms, 3 bath
Basement	Full, unfinished walkout	Full, partial finished
Utilities	Central air; forced-air heat/heat pump; well & septic	Central air; forced-air heating; well & septic
Other	Fully stocked pond	2-car attached garage; 2-car detached garage; porch

2045 Trefoil Road Northeast

1804 North C Street

The house at 2045 Trefoil Road Northeast, is located approximately 1,960 feet away from the nearest turbine, in a rural area. Both houses are located in a similar rural location with paved roads, have similar utilities, have similar basements, and were sold in similar market conditions. The 2045 Trefoil Road Northeast property has a superior lot size. The 1804 North C Street property has a superior vintage, a superior building size, a superior building style, and has superior outbuildings.

ADJUSTMENT GRID MATCHED PAIR NO. 1

Sale No.	Address	Sale Date	Year Built	Building Size	Lot Size	Location	Style	Basement	Utilities	Out-Buildings
1B	1804 North C St. Le Roy, KS 66857	O	-	-	+	O	-	O	O	-
+	Positive adjustment based on comparable being inferior in comparison to property #1A									
-	Negative adjustment based on comparable being superior in comparison to property #1A									
O	No adjustment necessary									

Upward adjustments are made to the 1804 North C Street property for the larger lot size of the 2045 Trefoil Road Northeast property. Downward adjustments are made for the superior vintage, building size, building style, and outbuildings of the 1804 North C Street property compared to those features of the 2045 Trefoil Road Northeast property. The two properties have essentially the same location, utilities, and were sold in similar market conditions. Therefore, although the 1804 North C Street property gives the impression of being superior in many categories, the much higher per square foot sale price for the 2045 Trefoil Road Northeast property appears to not support a finding that there is a negative impact on value resulting from the proximity of the 2045 Trefoil Road Northeast property to a wind turbine.

Kansas Analysis - Harper County Matched Pair No. 1

Harper County Matched Pair No. 1 considers the sale of a house located at 330 Northwest 150th Road, Harper, that sold in July 2017 for $385,000. This house is located approximately 1,330 feet from the nearest turbine of the Flat Ridge II Wind Farm, which came online in 2013, and there are several turbines visible in each direction. The following photograph is an aerial view of the turbines visible surrounding the house.

This property is compared with a similar property located at 750 Northeast 110th Road, Danville, that sold in January 2017 for $174,900. This property is not located near wind turbines. Market areas are considered to be similar. The salient details of these two properties are summarized in the following table.

HARPER COUNTY MATCHED PAIR NO. 1		
	1A - Proximate to a Wind Turbine	**1B - Not Proximate to a Wind Turbine**
Address	330 NW 150th Rd. Harper, KS 67058	750 NE 110th Rd. Danville, KS 67036
Distance from Turbine (Ft.)	1,330	N/A
Sale Date	July 14, 2017	January 1, 2017
Sale Price	$385,000	$174,900
Sale Price/Sq. Ft. (A.G.)	$120.46	$73.49
Year Built	1997	1955
Building Size (Sq. Ft.)	3,196	2,380
Lot Size (Acres)	5.20	5.92
Style	One-story; frame (stone) 5 bedrooms, 4 bath	Two-story; frame (brick) 4 bedrooms, 2 bath
Basement	Partial, finished	N/A
Utilities	Other cooling; forced-air heat; well & septic	Other cooling; other heat; well & septic
Other	2-car attached garage; farm building; pond, deck, patio, fire pit	1-car attached garage; 2-car detached garage; round top building & extra structure

330 Northwest 150th Road

750 Northeast 110th Road

The house at 330 Northwest 150th Road, is located approximately 1,330 feet away from the nearest turbine, in a rural area. The 330 Northwest 150th Road property is of superior vintage and superior building size. The 750 Northeast 110th Road property has superior outbuildings compared to 330 Northwest 150th Road. Both houses were sold in similar market conditions, located in a similar rural location, have similar lot sizes, similar building styles, similar basements, and have similar utilities.

ADJUSTMENT GRID MATCHED PAIR NO. 1

Sale No.	Address	Sale Date	Year Built	Building Size	Lot Size	Location	Style	Basement	Utilities	Out-Buildings
1B	750 NE 110th Rd. Danville, KS 67036	O	+	+	O	O	O	O	O	-

+	Positive adjustment based on comparable being inferior in comparison to property #1A
-	Negative adjustment based on comparable being superior in comparison to property #1A
O	No adjustment necessary

Upward adjustments were made for the superior vintage and building size of the 330 Northwest 150th Road property compared to the 750 Northeast 110th Road property. Downward adjustments were made for the superior outbuildings of the 750 Northeast 110th Road property compared to those of the 330 Northwest 150th Road property. The two properties have essentially the same market conditions, location, style, basement, and utilities. Therefore, although the two properties give the impression of being similar in many categories, the much higher per square foot sale price for the 330 Northwest 150th Road property appears to support the conclusion that there is not any negative impact in value resulting from the proximity of the 330 Northwest 150th Road property to a wind turbine.

Kansas Analysis - Pratt County Matched Pair No. 1

Pratt County Matched Pair No. 1 considers the sale of a house located at 40206 Southeast 30th Street, Pratt, that sold in January 2018 for $195,000. This house is located approximately 2,710 feet from the nearest turbine of the Ninnescah Wind Farm, which came online in 2016, and there are several turbines visible towards the southern direction of the property.

The following photograph is an aerial view of the turbines visible surrounding the house.

This property is compared with a similar property located at 1517 Eastland Place, Pratt, that sold in December 2017 for $230,000. This property is not located near wind turbines. Both properties are situated in rural locations. The salient details of these two properties are summarized in the table below.

PRATT COUNTY MATCHED PAIR NO. 1		
	1A - Proximate to a Wind Turbine	**1B - Not Proximate to a Wind Turbine**
Address	40206 SE 30th St. Pratt, KS 67124	1517 Eastland Pl. Pratt, KS 67124
Distance from Turbine (Ft.)	2,710	N/A
Sale Date	January 29, 2018	December 11, 2017
Sale Price	$195,000	$230,000
Sale Price/Sq. Ft. (A.G.)	$106.56	$59.85
Year Built	2002	2010
Building Size (Sq. Ft.)	1,830	3,843
Lot Size (Acres)	10.01	0.29
Style	One-story; frame (brick) 3 bedrooms, 2 bath	One-story; frame (brick) 5 bedrooms, 3 bath
Basement	N/A	Full, finished
Utilities	Central air; propane gas heat; well & septic	Central air; forced-air heating; public water & sewer
Other	2-car attached garage; 3-bay work shed & storage building; deck, patio, pool, pond, creek	2-car attached garage; cul-de-sac; porch & deck

40206 Southeast 30th Street

1517 Eastland Place

The house at 40206 Southeast 30th Street, is located approximately 2,710 feet away from the nearest turbine, in a rural area. Both houses are of similar building styles, are of similar vintage, and were sold in similar market conditions. The 40206 Southeast 30th Street property has a superior lot size and superior outbuildings. The 1517 Eastland Place property has a superior building size, a superior basement, a superior location on a paved cul-de-sac, and has superior utilities.

ADJUSTMENT GRID MATCHED PAIR NO. 1

Sale No.	Address	Sale Date	Year Built	Building Size	Lot Size	Location	Style	Basement	Utilities	Out-Buildings
1B	1517 Eastland Pl. Pratt, KS 67124	O	O	-	+	-	O	-	-	+

+	Positive adjustment based on comparable being inferior in comparison to property #1A
-	Negative adjustment based on comparable being superior in comparison to property #1A
O	No adjustment necessary

Upward adjustments are made to the 1517 Eastland Place property for the larger lot size and superior outbuildings of the 40206 Southeast 30th Street property. Downward adjustments are made for the superior building size, location, basement, and utilities of the 1517 Eastland Place property compared to those features of the 40206 Southeast 30th Street property. The two properties have essentially the same style, vintage, and were sold in similar market conditions. Therefore, although the 1517 Eastland Place property gives the impression of being superior in many categories, the much higher per square foot sale price for the 40206 Southeast 30th Street property appears to not support a finding that there is a negative impact on value resulting from the proximity of the 40206 Southeast 30th Street property to a wind turbine.

Matched Pair Analysis Conclusions

Studies in Illinois and studies in rural counties of Indiana, Minnesota, Iowa, and Kansas comparing sales of properties proximate to wind turbines with similar properties selling under similar market conditions without proximity to wind turbines have not discovered any sales in which proximity to wind turbines appears to have had a negative impact on property values. Therefore, the conclusion is that there does not appear to have been any measurable negative impact on surrounding residential property values due to the proximity of a wind farm

Agricultural Land Values

Agricultural land values are typically tied to the productivity of the land and to the commodity prices of crops like corn and soybeans. Other factors include favorable interest rates and the supply of land compared to the number of buyers. The May 2019 edition of the *AgLetter,* published by the Federal Reserve Bank of Chicago from the Federal Reserve 7th District, which includes Morgan County, stated that agricultural land values for the Seventh Federal Reserve District as a whole remained stable in the first quarter of 2019, with average farmland values unchanged from a year earlier. "There was a 1% increase in 'good' farmland values from the fourth quarter of 2018 to the first quarter of 2019, according to the survey responses of 168 District agricultural bankers. The amount of farmland for sale in the three- to six-month period ending with March 2019 was slightly higher than in the same period ending with March 2018, even as the demand to purchase agricultural land was a bit lower. Also, the number of farms sold, and the amount of acreage sold were roughly the same during the winter and early spring of 2019 compared with a year ago. Almost a quarter of the responding bankers expected District farmland values to decrease during the second quarter of 2019, while three-fourths of them expected agricultural land values to be steady. Moreover, cash rental rates for District farmland eased for the sixth consecutive year in 2019."[3]

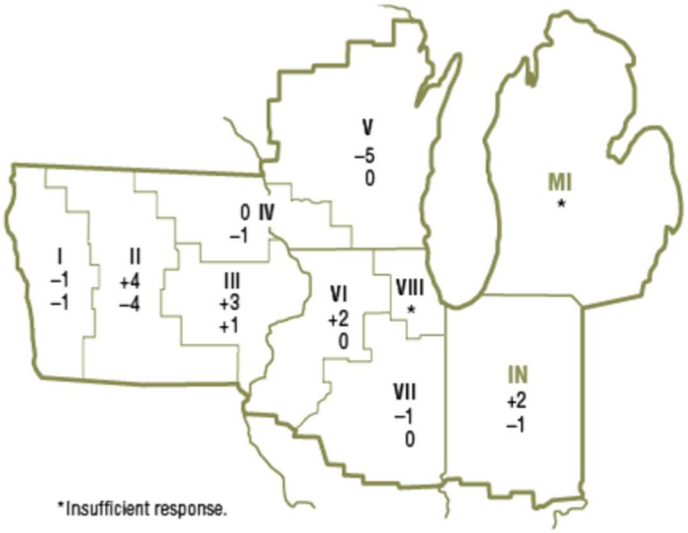
Agricultural land values are typically tied to the productivity of the land and to the commodity prices of crops like corn and soybeans. According the 2019 edition of the annual publication of *Illinois Land Values and Lease Trends,* other factors include favorable interest rates, and the supply of land compared to the number of buyers. The following charts illustrate the prices of average-productivity agricultural land sold in the west-central region of Illinois, which includes Morgan County, in 2018 were between $4,000 per acre and $6,000 per acre. These values were a 5% to 7% decrease from 2017. The prices of excellent-productivity agricultural land sold in 2018 were between $9,750 per acre and $12,000 per acre. These values were a 2% to 5% decrease from 2017. "Although the data suggest a generally mild decline in values, at times it felt like it would be much worse. [The west-central region] continues to find more sustainability than some expected. Overall, 2018 (like 2017 and 2016) felt like an emotional rollercoaster at times but we still see an interest in farmland with buyers in the market." Additionally, "Energy projects continue to be a common conversation in large parts of [the west-central region]. It remains to be seen how they will develop, if at all, but large-scale wind and solar projects are being discussed. If these large projects come to fruition, it could affect the land market but to what extent remains to be seen. We have seen some owners participating in these projects use their payments/bonuses for additional land purchases." [4]

[3] *https://www.chicagofed.org/publications/agletter/2015-2019/may-2019, Federal Reserve Bank of Chicago*
[4] *Region 7 – West-Central. (2019). 2019 Illinois Land Values and Lease Trends. https://ispfmra.org/category/land-values/*

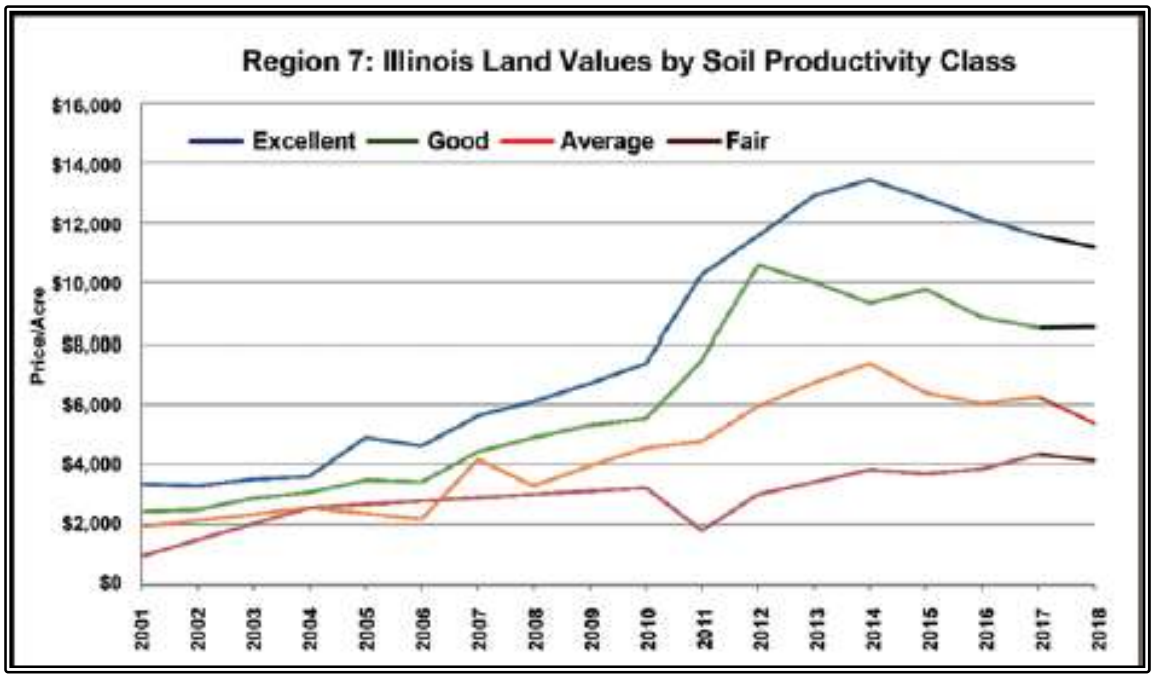
Percent change in dollar value of "good" farmland

Top: January 1, 2019 to April 1, 2019
Bottom: April 1, 2018 to April 1, 2019

	January 1, 2019 to April 1, 2019	April 1, 2018 to April 1, 2019
Illinois	0	0
Indiana	+2	–1
Iowa	+2	–2
Michigan	*	*
Wisconsin	–4	0
Seventh District	+1	0



*Insufficient response.



Land Value and Cash Rent Trends
Overall Summary

Farm Classification	Total Value Per Acre (Typical)	% Change in $/Acre from prior year	Change in rate of land turnover	Avg. Cash Rent Per Acre typical in region	%Change from prior year
Excellent Productivity	$9,750-$12,000	Down 2%-5%	Steady	$290-$340	Steady
Good Productivity	$6,000-$9,000	Down 2%-5%	Steady	$220-$290	Steady
Average Productivity	$4,000-$6,000	Down 5%-7%	Steady	$150-$220	Steady
Fair Productivity	$3,000-$4,000	Steady	Steady	$150 >	Steady
Recreational Land	$2,000-$3,500	Steady	Steady		

SUMMARY OF RECENT LAND SALES
NEAREST TO THE LINCOLN LAND WIND

No.	Owner Mailing Address & Parcel Identification	Sale Price	Sale Date	Land Area (Acres)	Productivity Index	Sale Price Per Acre
1	17540 Mansion Road New Berlin, Illinois Sangamon County APN: 26-03.0-100-002 & 100-003					
	Land Sale #1 - 2 Fields	$111,775	4/19/18	4.90	142.9	$22,811.22
2	3405 Peters Road New Berlin, Illinois Sangamon County - 15N 8W – 22 APN: 19-22.0-100-008					
	Land Sale #2 - 1 Field	$300,100	10/7/15	24.14	141.8	$12,431.65
3	3709 Northwest Territory Drive Springfield, Illinois Sangamon County - 15N 8W – 14 APN: 19-14.0-100-006					
	Land Sale #3 - 1 Field	$437,500	10/5/17	34.42	124.1	$12,710.63
4	3500 Sangamon Morgan County Line Road New Berlin, Illinois Sangamon County - 15N 8W – 15 APN: 19-15.0-100-005 & 200-002 & 300-019					
	Land Sale #4 - 3 Fields	$620,000	6/11/19	77.03	129.5	$8,048.81
5	P.O. Box 3227 Springfield, Illinois Sangamon County - 15N 8W – 10,15 APN: 19-10.0-100-007 & 200-004 & 300-002 & 400-001					
	Land Sale #5 - 4 Fields	$756,000	3/28/18	241.71	142.2	$3,127.72
	Summary Averages:				**136.1**	**$11,826.01**
	Sangamon County Averages:				**125.5**	**$9,239.00**

The research of land sales in Morgan County, Illinois discovered that the county did not have relevant land sales, therefore, the above analysis includes land sales that are nearest to the project footprint in Sangamon County, Illinois. The above summary of land sales[5] reveal that the agricultural land nearest to the area of the project footprint is of above-average quality for, with an average Productivity Index of 136.1 compared to the county's overall average Productivity Index of 125.5. Adding wind turbines and land leases should only add value to the land prices and farm revenue benefit of the above-average land, and then benefit the land prices and farm revenue of the parcels with average or below-average land by adding an extra steady income stream.

[5] *AcreValue Pro - https://www.acrevalue.com/*

Agricultural Land Sales near Wind Farms

The research was not exhaustive, however, in Illinois there was one reported sale of agricultural land close to wind turbines located in McLean County, Illinois, in March 2013. The farm, comprised of two tracts, was considered "highly desirable" with a productivity rating of 135 and 132 respectively (the low end of the excellent range.) The report commented, "...the wind turbine lanes were not a nuisance as they ran the same direction as the farm is planted (north–south.)" In 2014, there were three sales of farms with wind turbines in Region 4, which includes the counties of Marshall, Woodford, Mason, Putnam, Livingston, McLean, and Tazewell. The report stated, "In general, investors may have paid a premium for the wind turbine. High quality farmland with wind turbines is stable."

Another reported sale in November 2017 was to be associated with wind turbines within Jerauld County, South Dakota, which is home to the Wessington Springs Wind Farm and has similar demographics as the project area. The property is situated on pastureland of poor quality with significant topography issues, which would reflect a lower price per acre than the region's average price of $2,011 per acre. However, the sale included multiple wind turbine leases, and sold with an above average price per acre of $2,800, which signifies a direct correlation to the benefit associated with the turbines on the land.

Wind turbines typically are considered to be of significant benefit to farmers. For example, Iowa farmers interviewed by the *Omaha World Herald*, were positive about the stable income as opposed to the vicissitudes of commodity prices.[6] Franklin County, Iowa reported lowering real estate taxes for the county as a whole because of the taxes generated by the wind turbines in that county. Support for good prices comes from the lack of land for sale, stable commodity prices, and low interest rates. Marginal land in areas where wind turbines are located or proposed is popular with investors.[7]

A report was discovered for Illinois, the *2016 Illinois Land Values and Lease Trends*, indicated that the impact of wind turbine leases is being experienced in McLean, Livingston, and Woodford counties, where turbine leases have provided "income diversification, beyond agriculture, which makes these tracts more attractive to an outside investor."[8] Further, they noted that "investors are still paying a little more of a premium for the wind turbines just as they had in the past few years."[9] The report notes that the premium is related directly to the number of years left on the lease.

[6] *http://www.omaha.com/money/turning-to-turbines-as-commodity-prices-remain-low-wind-energy/article_2814e2cf-83a3-5 47d-a09e-f039e935f399.html Accessed September 18, 2107.*
[7] *http://www.agriculture.com/farm-management/farm-land/farmland-sales-hard-to-find-as-growers-hold-tight-keeping-land-value Accessed September 18, 2017.*
[8] *Klein, David E., and Schnitkey, Gary, 2016 Illinois Land Values and Lease Trends, Illinois Society of Professional Farm Managers and Rural Appraisers, Page 38.*
[9] *Ibid. Page 42.*

An updated report was discovered for Illinois, an article titled *Wind Energy and Farmland Values* in the *2018 Illinois Land Values and Lease Trends*, indicated that as of March 22, 2018, Illinois was home over to 27 wind projects that individually have a nameplate capacity of 50 megawatts or greater. Understanding Illinois and its major involvement in wind energy have allowed for several positive side effects besides allowing for cleaner energy. The first benefit is that it appears to impact land values in a positive way significantly. The typical capitalization rate for well-managed farmland in Illinois is usually between 2.5% to 3.5%. The capitalization rate for land with lease payments associated with wind projects is approximately 9%; appearing to be both far more lucrative and more efficient use of the land. A few more of the positive improvements that are associated with wind projects is that the township and county officials within the project area typically create plans with the project developers to repair and improve roads that were used during construction. In addition, the land that is undeveloped by the project developer is available for the discretionary use of the landowners. Different improvements like paved areas around turbines and gravel roads are left once the work is completed. With any improvements, there are always concerns and potential issues that may come to mind, but it appears that with each wind turbine project completed in Illinois derives a far better outcome than worse, when speaking of land values.[10]

Overall, it appears that there is little or no relationship between agricultural land values and the location of wind farms, with productivity being the driving force behind land values. However, wind farm lease revenue does appear to increase the marketability and value of the land benefiting from the lease.

Real Estate Professionals & Assessor Surveys 2016-2019

Real estate professionals from the surrounding market areas and in the Midwest were contacted to discuss market conditions, specific market transactions, and to investigate whether they had experience with or knowledge of any impact of wind farms on residential property values.

Joy Boyd, a local Illinois licensed broker in Christian County, has observed rural residential property values near the existing wind farm, Radford's Run, have not been negatively impacted due to the proximity to a wind turbine. Ms. Boyd also states that during peak farming season, other energy systems, such as solar panels, essentially disappear behind the crops on the land. Ms. Boyd also reported that rural residential properties in the general area overall are accepting of alternative uses for the land due to the proximity of existing intense agricultural uses: agricultural and industrial type buildings, gravel roads, and other intrusive uses of the land. It has been observed that the residents within Christian County and the surrounding counties have consistently agree that the only negative land use possibly impacting property values and buyers' decisions are the existing hog containment facilities within the county.

[10] *Klein, D., Baker, S., Sherrick, B., & Haight, B. (2018). Wind Energy and Farmland Values. 2018 Illinois Land Values and Lease Trends.*

Real estate professional, Joseph M. Webster, MAI, of Webster & Associates, Inc., Decatur, Illinois, was previously consulted within 2016 and 2017 for his extensive experience with agricultural, commercial, and residential values in the Decatur, and Macon County area, as well as the broader market area. Mr. Webster provided background information on the economic conditions as well as information on agricultural and residential values of the central Illinois area.

Michael Crowley, Sr., SRA of Real Estate Consultants, Ltd., Spring Valley, Illinois was consulted. Mr. Crowley has had extensive experience with wind farm development in Central Illinois, including projects in counties with similar demographics and character, such as Bureau, Whiteside, and Lee counties. Mr. Crowley has been unable to document any loss in property values attributable to the proximity of wind turbines.

Kansas broker, Mandy Collum of United Country Real Estate Professionals, states that the Neosho County residential market is very stable and has been stable over the past couple years. She also states that the county is very rural; therefore, residential sales are limited. Her view on the market indicates that the highest end for the residential market values range is typically $250,000 and the highest end for the agricultural land values is typically $3,300 per acre. Ms. Collum also pointed out that the market is demanding residential properties that are modern (which include modern energy sources, such as wind), well maintained, and show well to potential buyers. Properties with these features can be typically valued greater than $100,000.

Kansas broker, Stephanie Tuggle of Keller Williams Realty Select, states that Neosho County's residential market was affected heavily by the housing crisis that began in 2008 and continued through 2012; however, since 2012 the Neosho market has been slowly recovering and appears to be stable and at the peak of its market potential due to the discovery of some declining values throughout the county and due to values in the state trending downwards. Ms. Tuggle did not comment on her opinion of the range of values for residential properties; however, her opinion of the highest end for the agricultural land values is typically $3,000 per acre.

David Engelman, Kansas General Certified Appraiser, Wilson County, Kansas, was consulted. Mr. Engelman has had extensive experience with agricultural, commercial, and residential values in the Neosho County area, as well as the broader southeast Kansas market area.

Jim Aesoph of Aesoph Real Estate, Inc. is a broker with 27 years of experience in northeast South Dakota. MaRous and Company contacted Mr. Aesoph due to his highly regarded reputation in the region. He stated that he contacted the assessors of the adjacent Codington, Grant, and Roberts counties to discuss land prices in each respective county, and each of them informed Mr. Aesoph that they are not aware of any effect on land prices due to new wind projects in the area. He also stated that 5 years ago land prices were roughly $6,000 per acre, and now the average acre price is approximately $4,000. The reduction in land prices, he mentioned, is not due to the wind project, but due to the production of corn on the land.

Interviews were conducted with six auctioneers throughout South Dakota. Marshall Hansen of Bob Hansen Auction stated that while turbines closer to home could possibly keep a buyer away, in areas of low population the development of turbines has a positive effect on the area. Mr. Hansen also stated that chemicals, such as insecticides, pose a larger impact on wildlife and game birds than turbines. Lenny Burlage of Burlage-Peterson Auctions stated that turbines do not negatively affect residential values but can affect each individual person differently. Jackson Hagerfeld of Advantage Land Company stated that he does see any impact on land from wind turbines, and the recent land sale prices are driven up by the limited amount of properties on the market. Jim Thorpe of Thorpe Realty & Auction stated that turbine leases have positively impacted landowners with turbines on their land. Mr. Thorpe also stated that he had noticed a movement of buyers from larger cities buying properties that are being sold off by the aging population that is moving out of the area. Jeff Juffer of Juffer Incorporated stated that from the existing turbines within the Beethoven Wind Farm footprint have not had any effect, positive or negative, on the local market. Mr. Juffer also states that Avon and the immediate surrounding area is lacking in industry and would benefit from an outside influence to attract businesses to the area. Lastly, Glen Peterson of Peterson Auctioneers states that in the past two years there has been a demand for land that is not dependent on if a turbine is on the land or not, which can be assumed that turbines do not affect land sales in any way, positively or negatively.

Rick Mummert of Ron Holton Real Estate reported that residential conditions in both Freeborn and Mower counties in Minnesota had been stable through the last 3 years, primarily due to the very rural nature of the area; however, the area is benefitting from the low-interest rates. He reported that the Highway 14 corridor had experienced increases in residential values; in his opinion, the difference was due to the more developed nature of the area and the availability of jobs.

Interviews with brokers proximate to wind farms in Illinois yielded similar results. Although a number of them wished to remain anonymous, they stated that they did not believe that the proximity to wind turbines had any bearing on the sale prices of residential properties in the area.

Illinois Assessors Survey - Updated October 2016

In March 2015, and updated in October 2016, my office conducted a survey of the supervisor of assessments or a staff member in 18 counties in Illinois in which wind farms currently are operational. As of the third quarter of 2018, the AWEA reported there were 49 wind projects online with 2,632 wind turbines in the state with additional farms being added each year. The interviews were intended to allow the assessment officials to share their experience regarding the wind farm(s) impact upon the market values and/or assessed values of surrounding properties. The following is a summary of the results of that survey:

- Without exception, the interviewees reported that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm facility. In some counties, this results from the very rural nature of the area in which the projects are located;
- In the past 18 months, the assessor's offices have not experienced a real estate tax appeal based on wind farm-related concerns. There have been no reductions in assessed valuations related to wind turbines;[11]
- As the available market data do not support the claim of a negative impact upon residential values, residential assessed values have fluctuated consistently within counties as influenced by market conditions, with no regard for proximity to a wind farm;
- Agricultural properties are taxed based upon a productivity formula that is not impacted by market data and external influences.

Indiana Assessors Survey – January 2019

In January 2019, MaRous & Company conducted a survey of the supervisor of assessments or a staff member in 5 counties in Indiana in which wind farms with more than 25 turbines currently are operational. Of the wind farms with more than 25 turbines, Indiana contains more than 14 wind farms with more than 1,190 wind turbines. As of 2018, the AWEA reported there were approximately 16 wind projects with approximately 1,203 wind turbines in the state with additional farms being added each year. The interviews were intended to allow the assessment officials to share their experience regarding the wind farm(s) impact upon the market values and/or assessed values of surrounding properties. The following is a summary of the results of that survey:

- Without exception, the interviewees reported that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm facility. In some counties, this results from the very rural nature of the area in which the projects are located;

[11] *A lawsuit was apparently filed in 2013 against the Supervisor of Assessments in Vermilion County by a homeowner proximate to wind turbines; however, there has been no further action on the matter.*

- In the past 18 months, the assessor's offices have not experienced a real estate tax appeal based upon wind farm-related concerns. There have been no reductions in assessed valuations related to wind turbines;
- As the available market data does not support the claim of a negative impact upon residential values, residential assessed values have fluctuated consistently within counties as influenced by market conditions, with no regard for proximity to a wind farm;
- Agricultural properties are taxed based upon a productivity formula that is not impacted by market data and external influences.

Kansas Appraiser Survey – January 2019

In January 2019, MaRous & Company conducted a survey of the county appraiser or a staff member in 21 counties in Kansas in which wind farms with more than 25 turbines currently are operational. Of the wind farms with more than 25 turbines, Kansas contains more than 29 wind farms with more than 2,856 wind turbines. As of 2018, the AWEA reported there were approximately 37 wind projects with approximately 2,996 wind turbines in the state with additional farms being added each year. The interviews were intended to allow the assessment officials to share their experience regarding the wind farm(s) impact upon the market values and/or assessed values of surrounding properties. The following is a summary of the results of that survey:

- Without exception, the interviewees reported that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm facility. In some counties, this results from the very rural nature of the area in which the projects are located;
- In the past 18 months, the assessor's offices have not experienced a real estate tax appeal based upon wind farm-related concerns. There have been no reductions in assessed valuations related to wind turbines;
- As the available market data does not support the claim of a negative impact upon residential values, residential assessed values have fluctuated consistently within counties as influenced by market conditions, with no regard for proximity to a wind farm;
- Agricultural properties are taxed based upon a productivity formula that is not impacted by market data and external influences.

South Dakota Assessors Survey - November 2017, Updated April 2018

In November 2017 my office conducted a survey of the supervisor of assessments or a deputy supervisor in eight counties in South Dakota, then two additional counties in April 2018, in which wind farms with more than 25 turbines currently are operational, and South Dakota has more than nine wind farms with more than 510 wind turbines. As of the third quarter of 2018, the AWEA reported there were 14 wind projects online with 583 wind turbines in the state with additional farms being added each year. The interviews were intended to allow the assessment officials to share their experience regarding the wind farm(s) impact upon the market values and/or assessed values of surrounding properties. The detailed analysis is attached in the addenda at the end of this report. The following is a summary of the results of that survey:

- Without exception, the interviewees reported that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm facility. In some counties, this results from the very rural nature of the area in which the projects are located;
- In the past 5 years, the only assessor's office to have experienced a real estate tax appeal based upon wind farm-related concerns was Aurora County, but the appeal was denied by the county. There have been no reductions in assessed valuations related to wind turbines;
- As the available market data does not support the claim of a negative impact upon residential or agricultural values, residential and agricultural assessed values have fluctuated consistently within counties as influenced by market conditions, with no regard for proximity to a wind farm;
- Virtually all assessors volunteered that the wind farms provided positive economic benefits to their counties and, in fact, had a positive impact on real estate values.

Minnesota Assessors Survey - January 2017

In late January 2017, my office conducted a survey of the supervisor of assessments or a deputy supervisor in eight Minnesota counties where large numbers of wind turbines currently are operational. There are several counties with small numbers of wind turbines that were not included in the survey. As of the third quarter of 2018, the AWEA reported there were 98 wind projects online with 2,428 wind turbines in the state with additional farms being added each year. The interviews were intended to allow the assessment officials to share their experience regarding the wind farm(s) impact upon the market values and/or assessed values of surrounding properties. The following is a summary of the results of that survey:

- With one exception, the interviewees reported that there was no market evidence to support a finding that there has been a negative impact upon residential property values as a result of the development of and the proximity to a wind farm facility. In some counties, the assessors believed this to be the result of the very rural nature of the area in which the projects are located;
- The exception, the Dodge County Assessor, reported receiving two complaints from residential property owners regarding the value impact of proximity to wind turbines; however, the Assessor was unable to find data to support the contentions;
- Without exception, where there was sufficient data to analyze, the County Assessors reported that both residential and agricultural assessed property values within the wind farm footprints had fluctuated consistently within counties as influenced by market conditions, with no regard for proximity to a wind farm.

Bruce Nielson, Lincoln County Assessor, reported a recent residential transaction in a township in which wind turbines are located that sold $70,000 higher than the assessor's opinion of market value.

Iowa Assessors Survey - August/September 2017

In August and September 2017 my office conducted a survey of the supervisor of assessments or a staff member in 26 counties in Iowa in which wind farms with more than 25 turbines currently are operational. As of the third quarter of 2018, the AWEA reported there were 107 wind projects online with 4,145 wind turbines in the state with additional farms being added each year. The interviews were intended to allow the assessment officials to share their experience regarding the wind farm(s) impact upon the market values and/or assessed values of surrounding properties. The following is a summary of the results of that survey:

- Without exception, the interviewees reported that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm facility. In some counties, this results from the very rural nature of the area in which the projects are located;
- In the past 18 months, the assessor's offices have not experienced a real estate tax appeal based on wind farm-related concerns. There have been no reductions in assessed valuations related to wind turbines;
- As the available market data do not support the claim of a negative impact upon residential values, residential assessed values have fluctuated consistently within counties as influenced by market conditions, with no regard for proximity to a wind farm;
- Virtually all assessors volunteered that the wind farms provided positive economic benefits to their counties and, in fact, had a positive impact on real estate values;
- Agricultural properties are taxed based upon a productivity formula that is not impacted by market data and external influences.

Ohio Auditors Survey – July 2019

In July 2019, MaRous & Company conducted a survey of the County Auditors or a deputy auditor in 3 counties in which wind farms with more than 25 turbines currently are operational. Of the wind farms with more than 25 turbines, Ohio has more than 5 wind farms with more than 327 wind turbines. As of April 2019, the AWEA reported there were approximately 38 wind projects with approximately 382 wind turbines in the state with additional farms being added each year. The interviews were intended to allow the assessment officials to share their experience regarding the wind farm(s) impact upon the market values and/or assessed values of surrounding properties. The detailed analysis is attached in the addenda at the end of this report. The following is a summary of the results of that survey:

- Without exception, the interviewees reported that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm facility. In some counties, this results from the very rural nature of the area in which the projects are located;
- In the past 18 months, the assessor's offices have not experienced a real estate tax appeal based on wind farm-related concerns. There have been no reductions in assessed valuations related to wind turbines;
- As the available market data do not support the claim of a negative impact upon residential values, residential assessed values have fluctuated consistently within counties as influenced by market conditions, with no regard for proximity to a wind farm;
- Agricultural properties are taxed based upon a productivity formula that is not impacted by market data and external influences.

Literature Review

I am familiar with several academic and peer-reviewed studies on the impact of wind turbines on residential property values. There are no peer-reviewed studies for the state of Illinois. However the following studies are consistent with our findings in Illinois. These are summarized below:

Municipal Property Assessment Corporation (MPAC) Study, 2008, 2012, and 2016

Ontario, Canada

This study originally was conducted in 2008 and was updated in 2012 and 2016. The conclusions in all three studies are similar: "there is *no statistically significant impact on sale prices* of residential properties in these market areas resulting from proximity to an IWT [Industrial Wind Turbine] when analyzing sale prices." (2012 Study, Page 5; emphasis in original) Using 2,051 properties and generally accepted time adjustment techniques, MPAC "cannot conclude any loss in price due to the proximity of an IWT." (2012 Study, Page 29) Further, Appendix G of the 2012 MPAC report "Re-sale Analysis" states in the "Summary of Findings" "MPAC's own re-sale analysis using a generally accepted methodology for time adjustment factors indicates no loss in price based on proximity to the nearest IWT."

Lawrence Berkeley National Laboratory (LBNL) Studies, 2009, 2010, 2013, and 2014

Nationwide

The 2009 LBNL study included analysis of 7,489 sales within 10 miles of 11 wind farms and 125 post-construction sales within 1 mile of a wind turbine. The study used rural settings and wind farms of more than 50 turbines, and considered area stigma, scenic vista sigma, and nuisance stigma in varying distances from a wind turbine. The 2010 LBNL study included 7,500 single-family residential sales located in nine states and proximate to 24 wind farms, and 4,937 post-construction sales within 10 miles of a wind turbine. The 2013 LBNL study included 51,276 sales located in nine states and proximate to 67 wind farms, and 376 post-construction sales within 1 mile of a wind turbine. The 2014 LBNL study included over 50,000 sales located in nine states and proximate to 67 wind farms, and 1,198 post-construction sales within 1 mile of a wind turbine. All were located in rural settings and near wind farms of more than 0.5 megawatts. Theses study concentrated on nuisance stigma in varying distances from a wind turbine. The study found no statistically significant evidence that turbines affect sale prices. Neither study found statistical evidence that home values near turbines were affected.

University of Rhode Island, 2013

Rhode Island

Structured similarly to the LBNL studies, this study included 48,554 total sales proximate to 10 wind farms, and 412 post-construction sales within 1 mile of a turbine. These wind farms were mostly small facilities in urban settings. The study included nuisance and scenic vista stigmas. Page 421 of the report stated, "Both the whole sample analysis and the repeat sales analysis indicate that houses within a half mile had essentially no price change ..." after the turbines were erected.

The University of Guelph, Melancthon Township, 2013

Ontario, Canada

This study analyzed two wind farms in the township, using 5,414 total sales and 18 post-construction sales within 1 kilometer of a wind turbine. The study included nuisance and scenic vista stigmas. Page 365 of the study stated that "These results do not corroborate the concerns regarding potential negative impacts of turbines on property values."

University of Connecticut/LBNL, 2014

Massachusetts

This study included 312,677 total sales proximate to 26 wind farms, and 1,503 post-construction sales within 1 mile of a wind turbine. These wind farms were located in urban settings and primarily were proximate to small wind farms. The study included wind turbines and other environmental amenities/disamenities (including beaches and open spaces/landfills, prisons, highways, major road, and transmission lines) together, for nuisance stigma. "Although the study found the effects from a variety of negative features ... and positive features ... the study found no net effects due to the arrival of turbines."

Wichita State University, 2019

Kansas

This study strived to decipher and develop a better understanding of wind projects and their effect on rural properties in Kansas. The study's data is based on 23 operational wind projects in Kansas which came online between 2005 to 2015. The properties and their values, which were appraised at the county level, have sale dates ranging from 2002 to 2018. The study and its results suggest that property values do not spike once the project is completed. Rather, it was noted that they have a more "modest" growth, and that the three-year average for property value growth was 0.3% after a project had been completed and operational.

These studies had a combined number of over 3,700 transactions within 1 mile of operating turbines and found no evidence of value impact. [12]

[12] *Although I have read these studies, the substance of these summaries were taken from a seminar conducted by the Appraisal Institute on March 5, 2015.*

Conclusions

As a result of the market impact analysis undertaken, I concluded that there is no market data indicating the project will have a negative impact on either rural residential or agricultural property values in the surrounding area. Further, market data from Illinois, as well as from other states, supports the conclusion that the project will not have a negative impact on rural residential or agricultural property values in the surrounding area. Finally, for agricultural properties that host turbines, the additional income from the wind lease may increase the value and marketability of those properties. These conclusions are based on the following:

- There are significant financial benefits to the local economy and to the local taxing bodies from the development of the wind farm;
- The proposed wind farm will create well-paid jobs in the area which will benefit overall market demand;
- An analysis of recent residential sales proximate to existing wind farms did not support any finding that proximity to a wind turbine had a negative impact on property values;
- An analysis of agricultural land values in Illinois did not support any finding that agricultural land values are negatively impacted by the proximity to wind turbines;
- Reports from Illinois, South Dakota, Iowa, Minnesota, Kansas, and Indiana indicate that wind turbine leases add value to agricultural land; and
- A survey of County Assessors in 18 Illinois counties, 5 Indiana Counties, 21 Kansas counties, 8 South Dakota counties, 26 Iowa counties, 8 Minnesota counties, and 3 Ohio counties in which wind farms with more than 25 turbines are located determined that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm and that there were no reductions in assessed valuation.

This report is based on market conditions proposed as of July 15, 2019. This market impact study has been prepared specifically for the use of the client and to support the development of the Lincoln Land Wind, in Morgan County, Illinois. Any other use or user of this report is considered to be unintended.

Respectfully submitted,

MaRous & Company

Michael S. MaRous, MAI, CRE
Illinois Certified General - #553.000141 (9/21 expiration)

CERTIFICATE OF REPORT

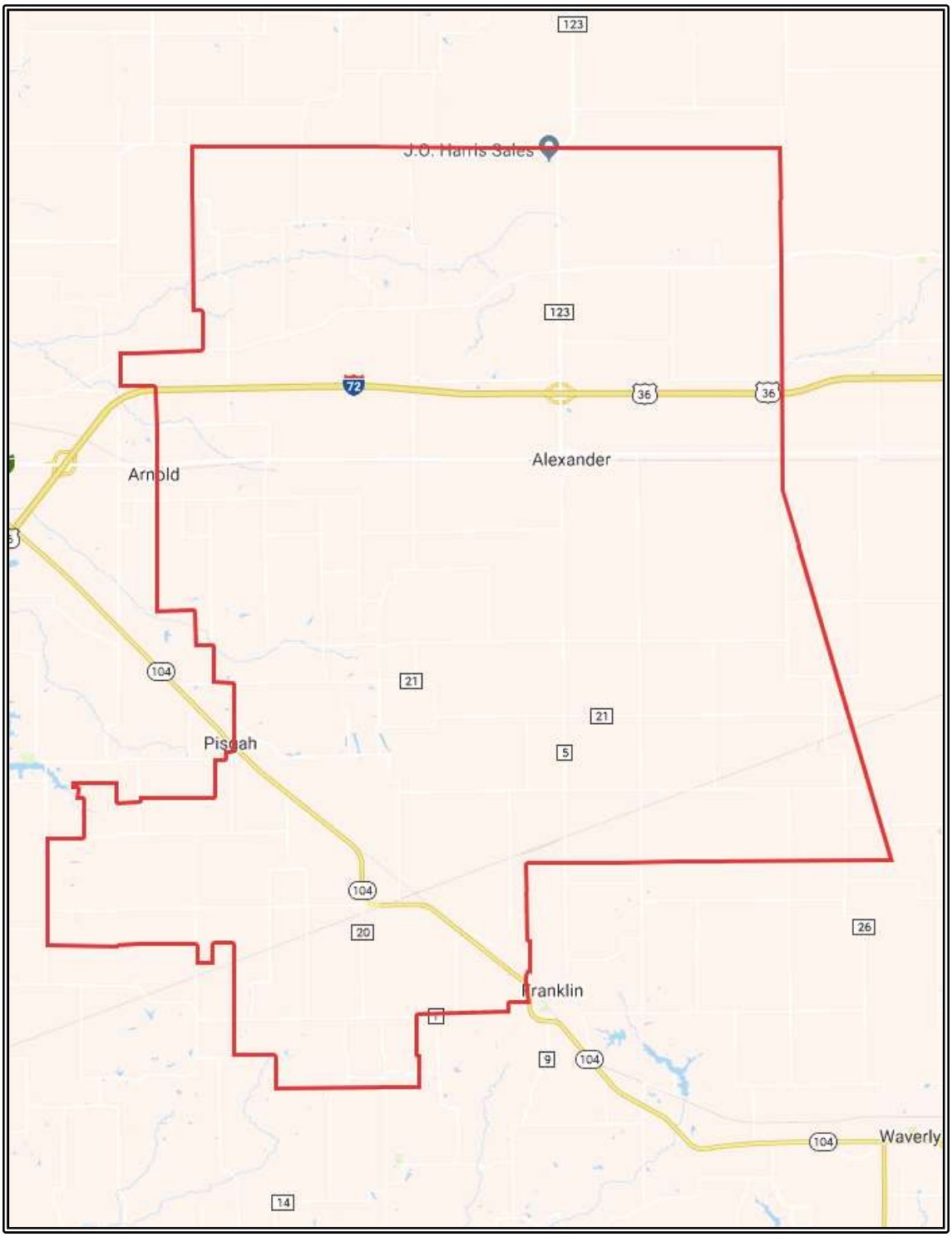
I do hereby certify that:

1. The statements of fact contained in this report are true and correct;
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations:
3. I have no present or prospective personal interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment;
5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment;
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results;
7. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal consulting assignment;
9. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice;*
10. I have made a personal inspection of the subject of the work under review;
11. Joseph M. MaRous provided significant appraisal review assistance to the person signing this certification;
12. The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Foundation;
12. The use of the report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives; and
13. As of the date of this report, Michael S. MaRous, MAI, CRE, has completed the continuing education requirements for Designated Members of the Appraisal Institute.

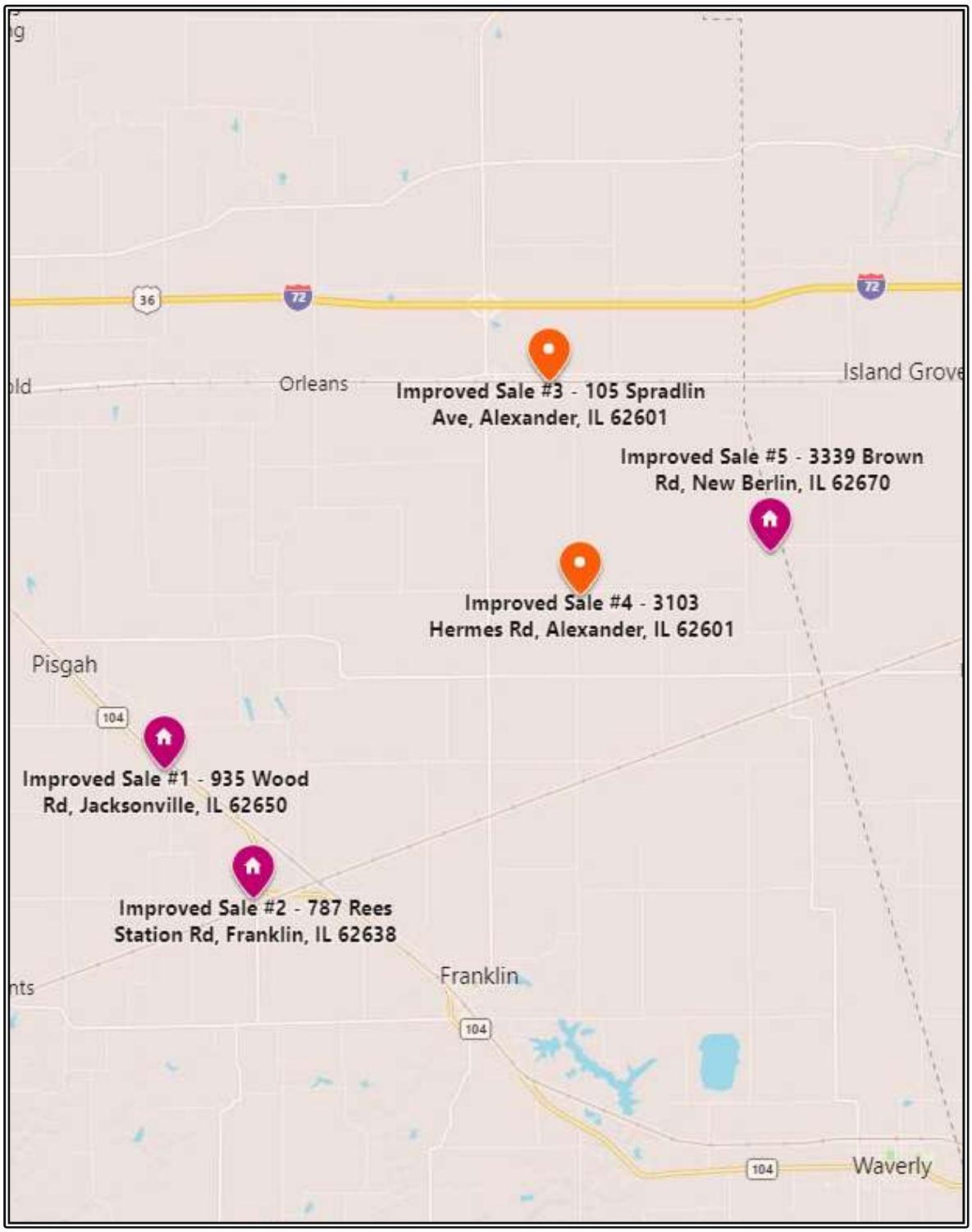
Respectfully submitted,
MaRous & Company

Michael S. MaRous, MAI, CRE
Illinois Certified General - #553.000141 (9/21 expiration)

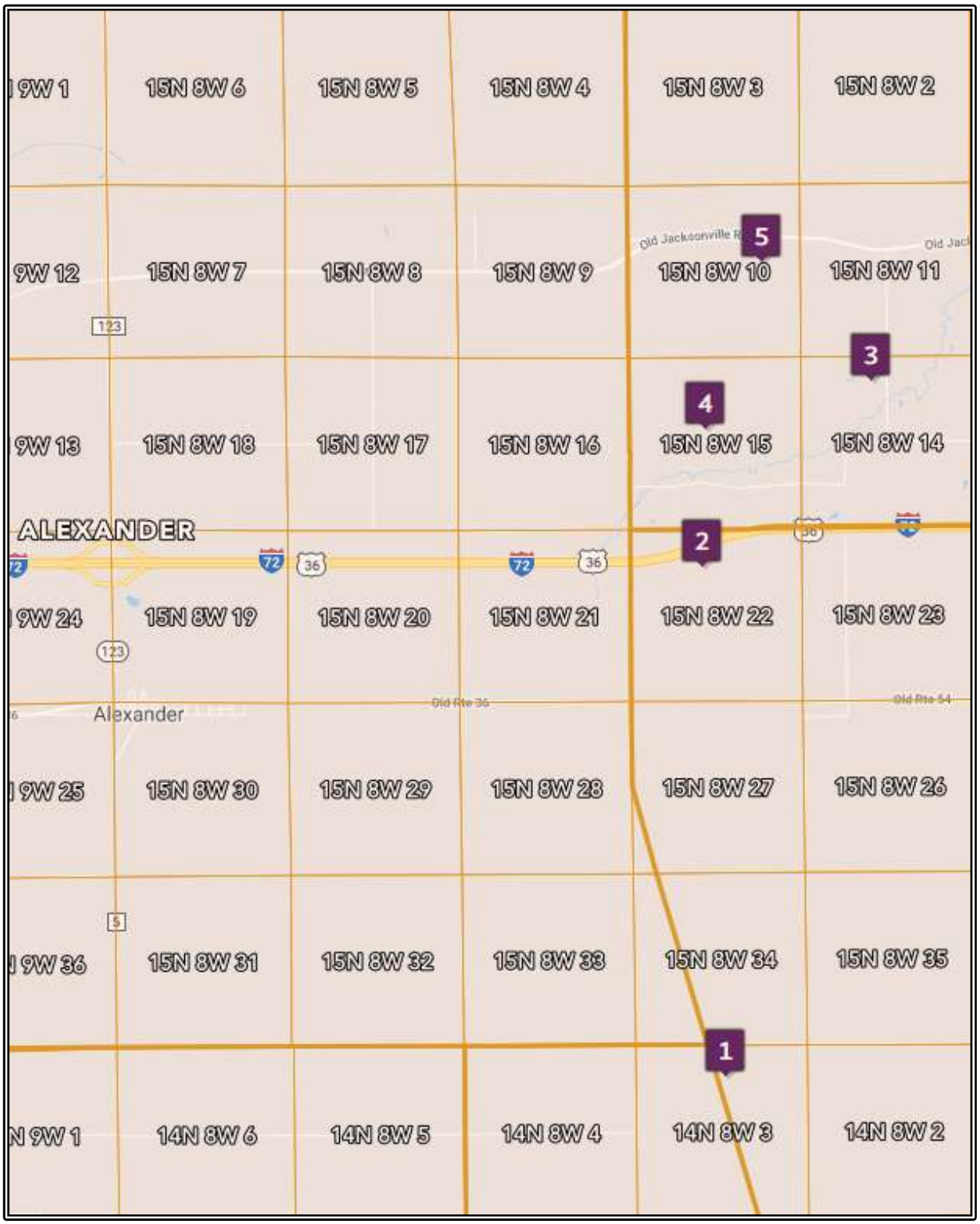
ADDENDA



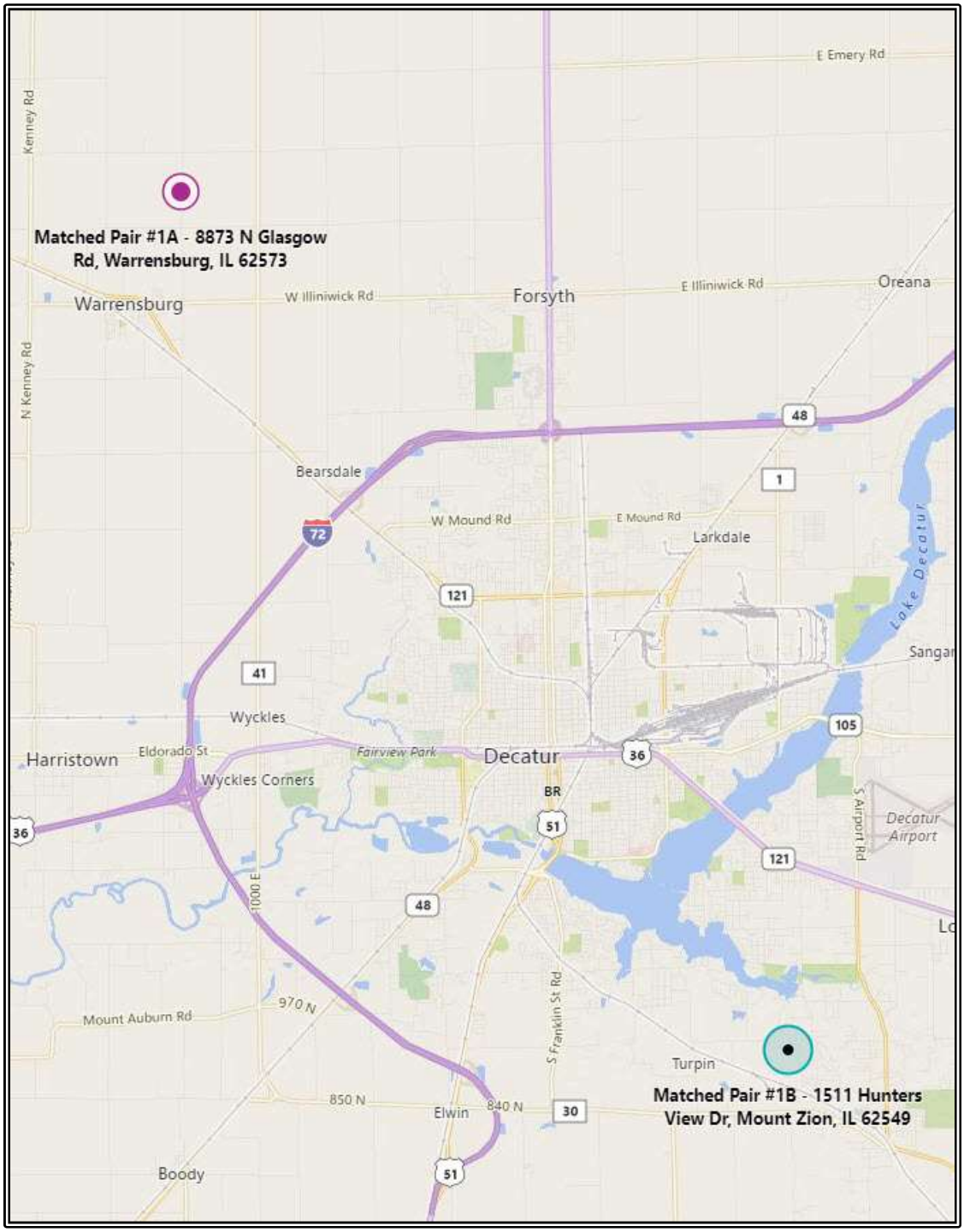
LINCOLN LAND WIND FOOTPRINT



RECENT SINGLE-FAMILY HOUSE SALES LOCATION MAP

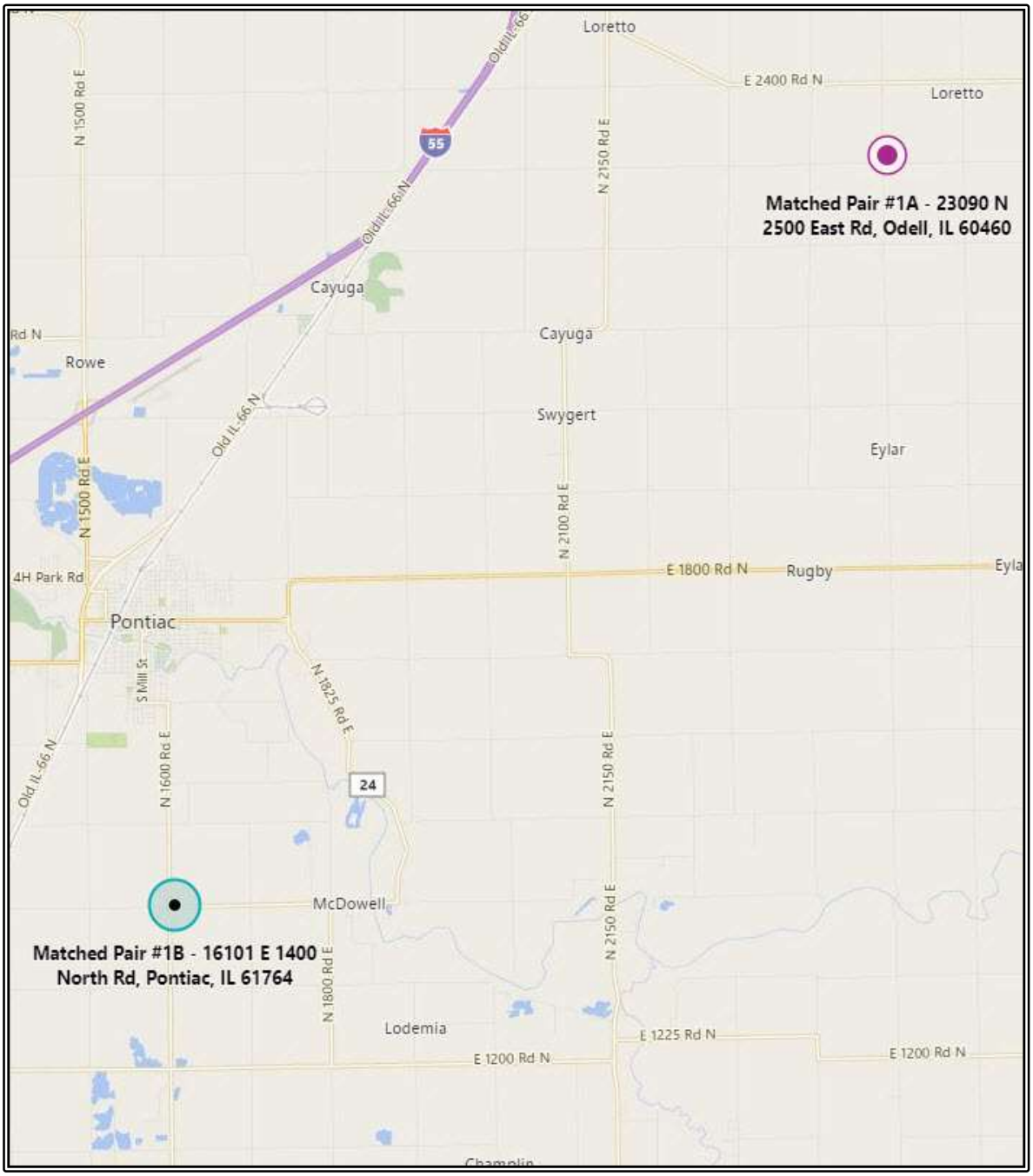


LAND SALES LOCATION MAP

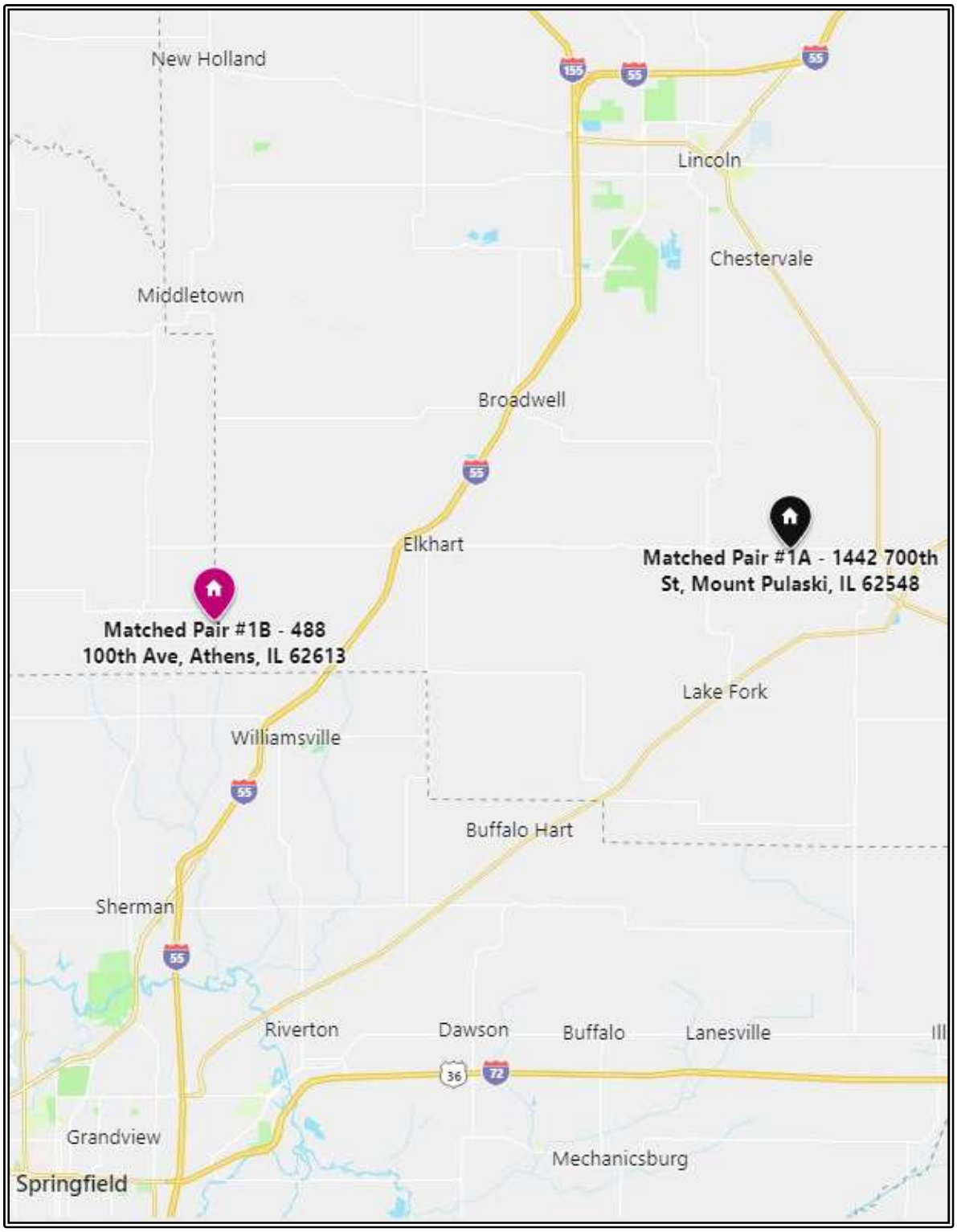


MACON COUNTY, ILLINOIS MATCHED PAIR LOCATION MAP

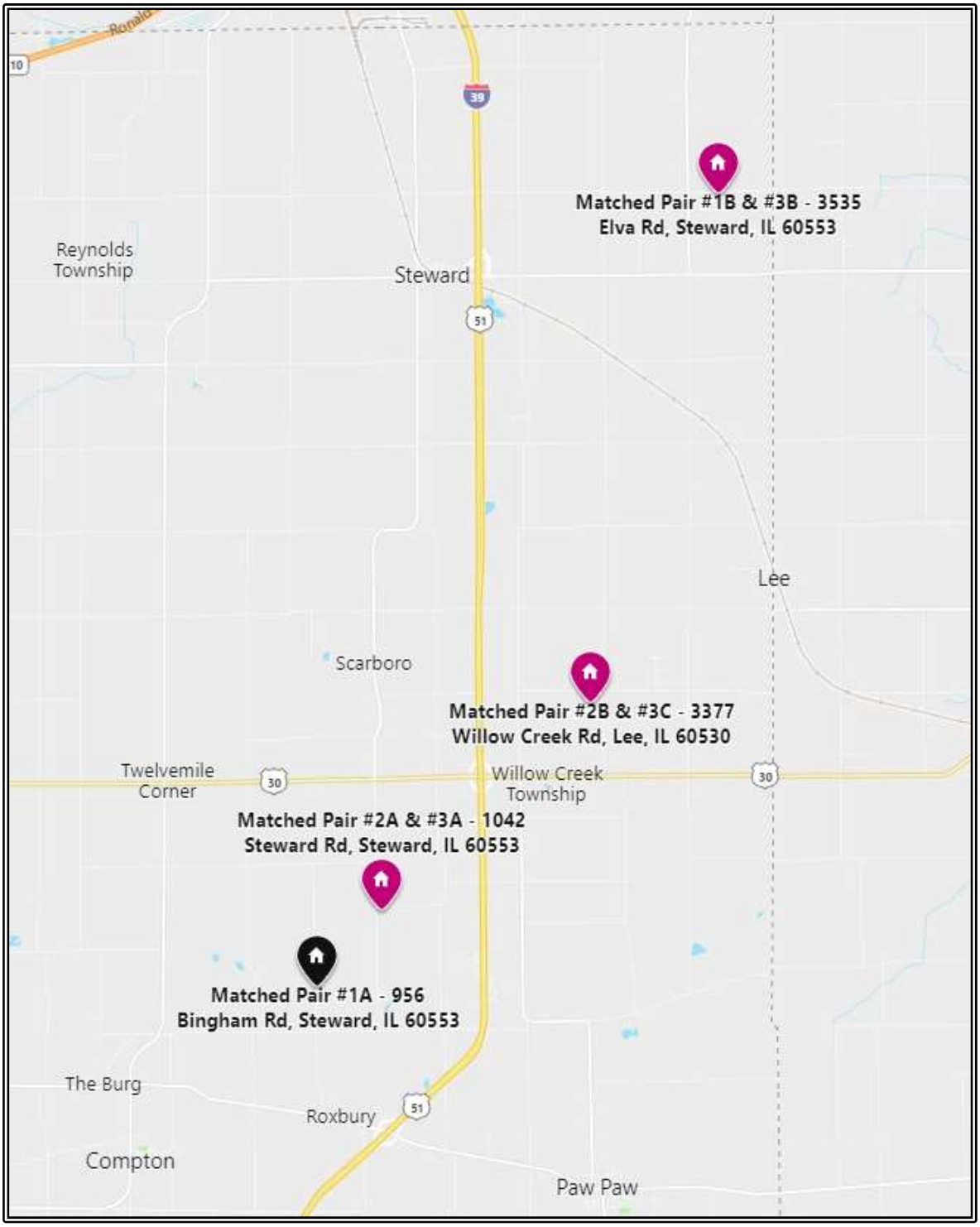
MCLEAN COUNTY, ILLINOIS MATCHED PAIR LOCATION MAP



LIVINGSTON COUNTY, ILLINOIS MATCHED PAIR LOCATION MAP

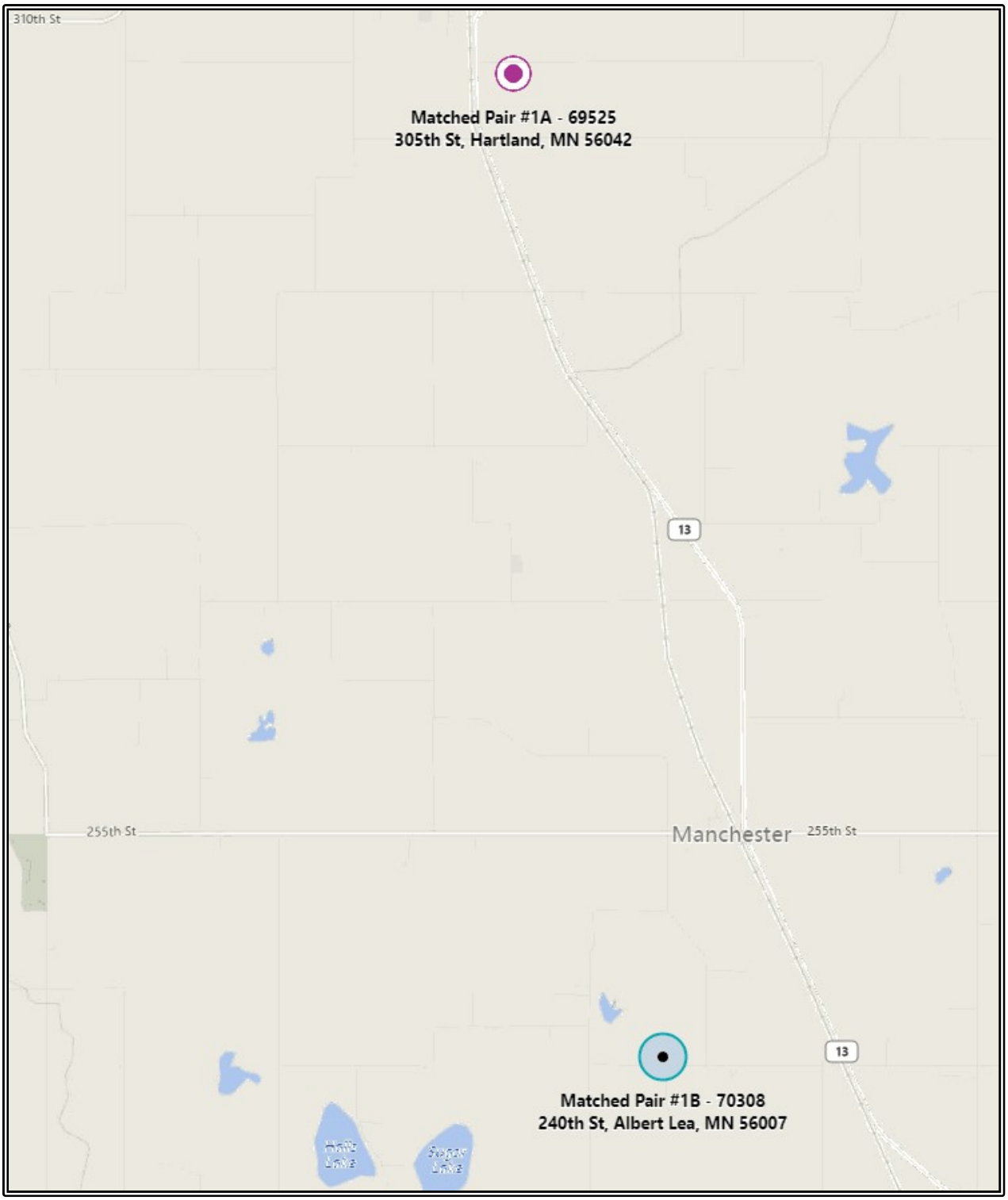


LOGAN COUNTY, ILLINOIS MATCHED PAIR LOCATION MAP

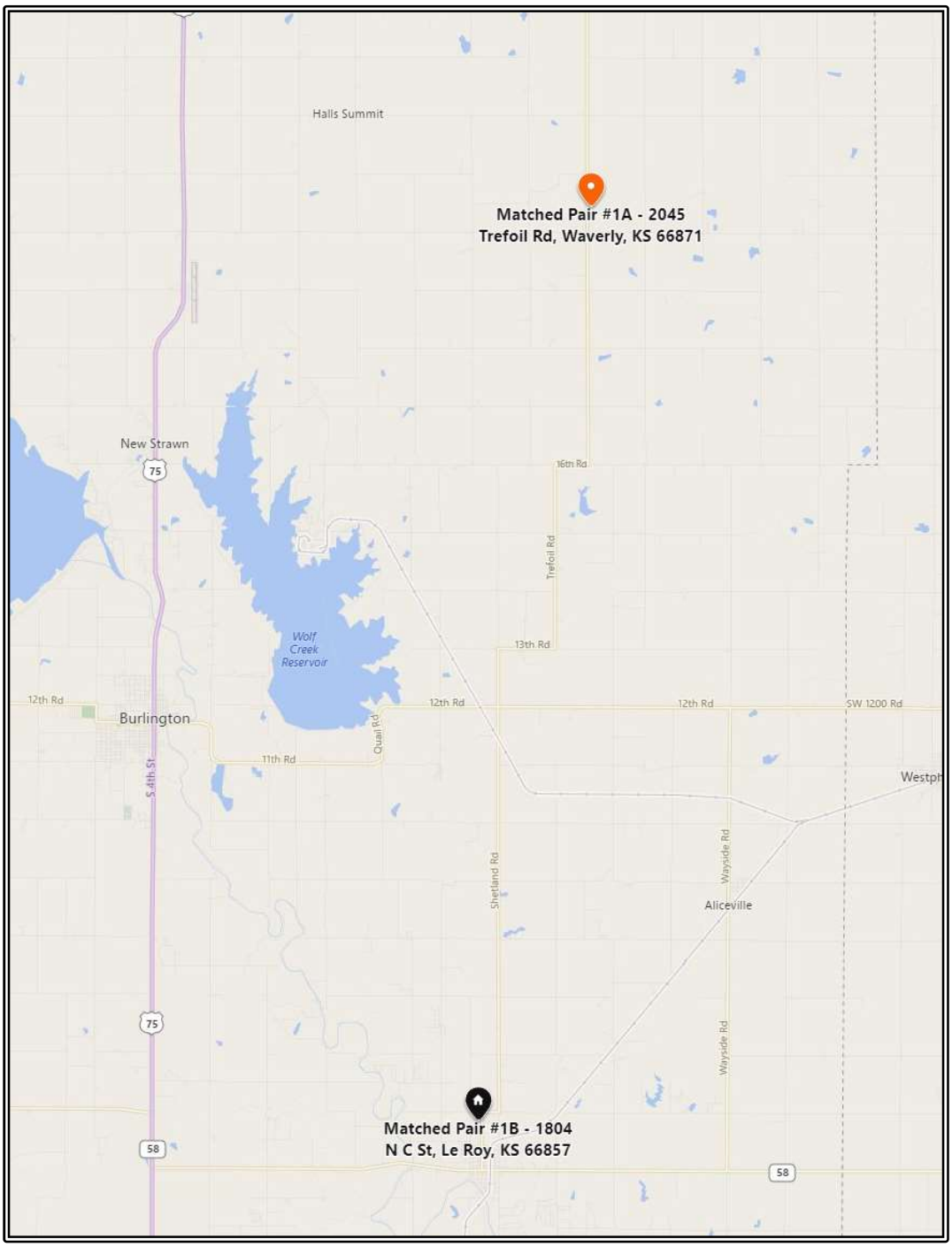


LEE COUNTY, ILLINOIS MATCHED PAIR LOCATION MAP

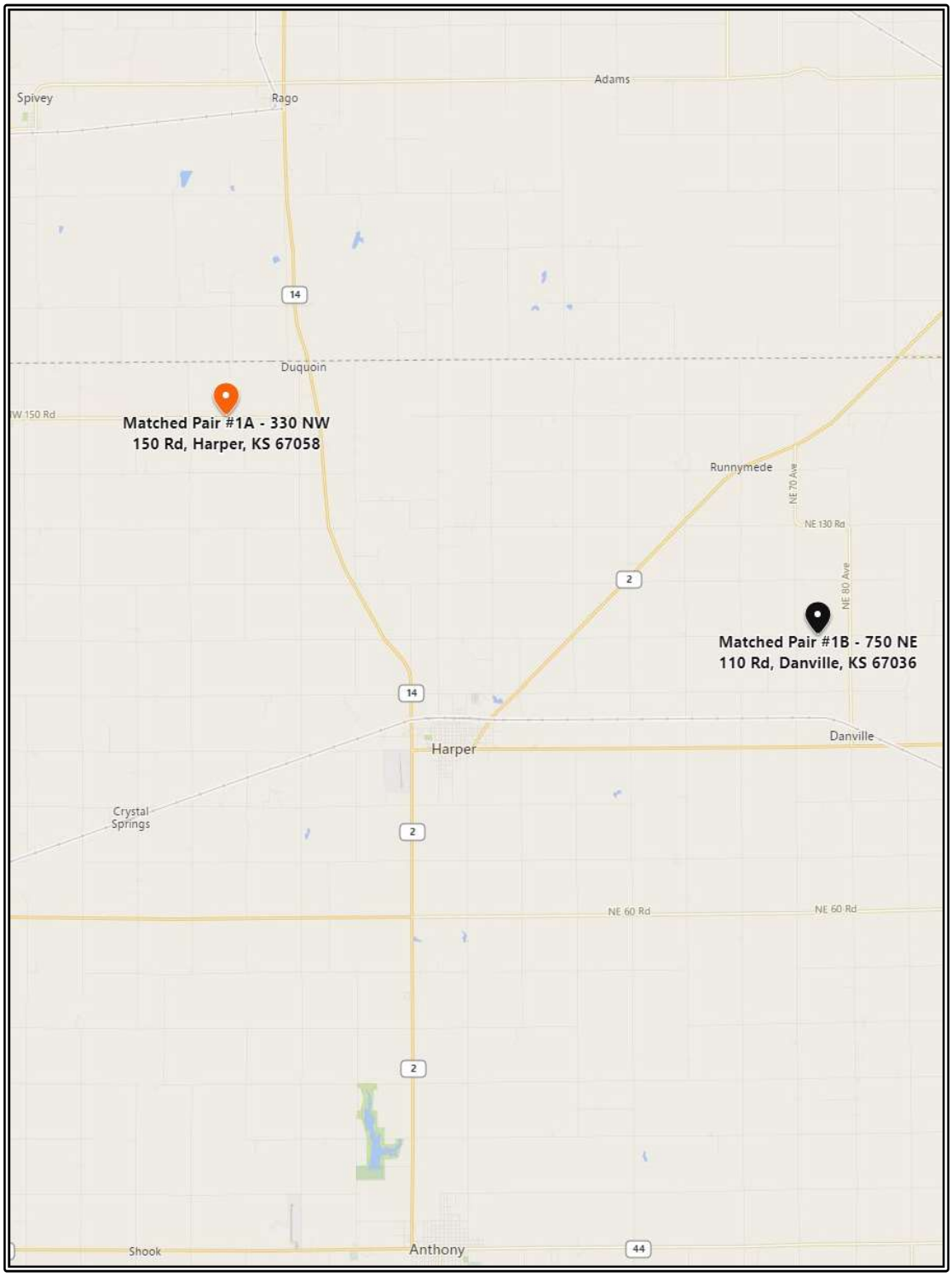
WHITE COUNTY, INDIANA MATCHED PAIR LOCATION MAP



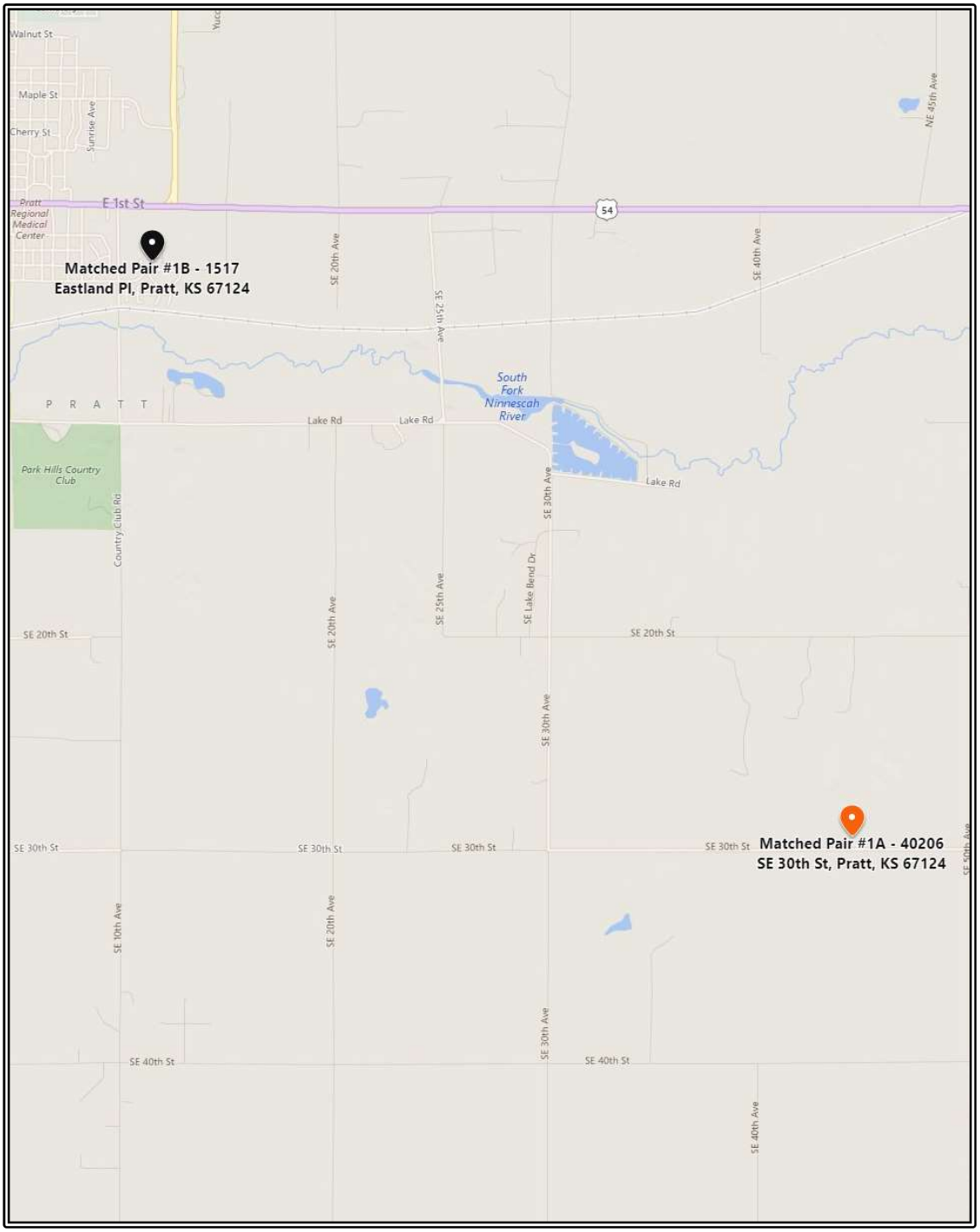
FREEBORN COUNTY, MINNESOTA MATCHED PAIR LOCATION MAP



COFFEY COUNTY, KANSAS MATCHED PAIR LOCATION MAP



HARPER COUNTY, KANSAS MATCHED PAIR LOCATION MAP



PRATT COUNTY, KANSAS MATCHED PAIR LOCATION MAP

IMPROVED SALE PHOTOGRAPHS

935 Wood Road

787 Rees Station Road

105 Spradlin Avenue

3103 Hermes Road

3339 Brown Road

Illinois County Assessor Survey Analysis

A survey of assessors in 18 counties in Illinois which wind farms currently are operational has been undertaken. The supervisors or deputy supervisors of assessments were interviewed. The interviews were intended to allow the assessment officials to share their experiences regarding the impact of the wind farm(s) upon the market values and/or the assessed values of surrounding properties. The interviews were conversational, but thoroughly discussed residential and agricultural values and impacts. The interviews were conducted on October 2016.

Conclusions of the Study

Based on these interviews:

- Without exception, the interviewees reported that there was no market evidence to support a negative impact upon residential property values as a result of the development of, and the proximity to, a wind farm facility. In some counties, this results from the very rural nature of the area in which the projects are located.
- There have been no successful tax appeals in any county based upon wind farm-related concerns.
- In the past 18 months, the assessor's offices have not experienced a real estate tax appeal based upon wind farm-related concerns. As of the date of this report, there are more than 46 wind farms with 2,348 wind turbines and more than 1,000,000 properties situated within these counties. There have been no reductions in assessed valuations related to wind turbines.
- Residential assessed values have fluctuated consistently countywide as influenced by market conditions, with no regard for proximity to a wind farm.
- Agricultural properties are taxed based upon a productivity formula that is not impacted by market data and by external influences.

Scope of Project

The supervisors or deputy supervisors of assessments were interviewed. Each of the interviewees was familiar with the wind farm(s) located within their respective county. The following is the list of County Supervisors of Assessments contacted:

1. Stephenson County	Ronald A. Kane	815-235-8260
2. DeKalb County	Robin L. Brunschon	815-895-7120
3. Lee County	Wendy Ryerson	815-288-4483
4. Henry County	Lindi M. Kernan	309-937-3570
5. Bureau County	Thomas Sweeney	815-875-6478
6. LaSalle County	Stephanie R. Kennedy	815-434-8233
7. Grundy County	Thomas R. Hougas	815-941-3269
8. Stark County	Renee Johnson	309-286-7172
9. Marshall County	Patricia Heath	309-246-2350
10. Woodford County	Mary Bell	309-467-3708
11. Livingston County	Shelly Renkin	815-844-7214
12. Tazewell County	Gary Twist	309-477-2275
13. McLean County	Robert T. Kahman	309-888-5131
14. Ford County	Patricia Langland	217-379-9430
15. Iroquois County	Robert Yergler	815-432-6978
16. Logan County	Denise Martinek	217-732-9635
17. Champaign County	Paula Bates	217-384-3762
18. Vermillion County	Yvonne Robinson (Deputy)	217-554-1940

A map indicating the number of wind farms in each of these counties is included in this memorandum. A second map illustrates the number of the wind farms located in each of these counties.

Residential Market Values

Without exception, the interviewees reported that there was no market evidence to support a negative impact upon residential property values as a result of the development of and the proximity to a wind farm facility. Either as a request by a county board, in an attempt to appropriately assess newly constructed residences, or to support current assessed values, the supervisors of assessments have been particularly attentive to market activity in the area of the wind farms.

Iroquois County Supervisor of Assessments, Mr. Robert Yergler, is a real estate appraiser who has done extensive work in Livingston County. He reports that in addition to the existence of little data to suggest an impact in Iroquois County, he has not found any evidence to support adjustments for proximity to turbines in his private work.

Mr. Robert T. Kahman, the McLean County Supervisor of Assessments, conducted a survey in early 2017 in response to a board member's concerns. The research reported "an explosion" of sales in 2016 due to improving market conditions overall.

Bureau County Supervisor of Assessments Mr. Thomas Sweeney was asked by the county board to prepare an analysis to determine the impact upon market values of residential properties as a result of the development of wind farms within the county. Mr. Sweeney was able to find three properties and to study their successive sales, both before and after the development of the wind farm. His findings included:

- Property #1 sold for significantly less than the previous sale. The property owner was adamantly opposed to the development of the wind farm. The seller no longer had a use or interest in owning the property after the development of the wind farm and sold it. Mr. Sweeney considered the sale price to be a statistical outlier that was heavily influenced by the conditions of sale.
- Property #2 sold for "a little more" than its previous sale before the development of the wind farm.
- Property #3 sold for more in the later sale than in the earlier sale, but for less than the assessor's opinion of market value.

The findings were reported to the county board. The conclusion of the assessor and the county board was that, based upon the limited amount of market data available, there was no evidence of diminution in property values due to the wind farm.

In determining the assessed values of two residences constructed near the Rail Splitter wind farm, the Logan County Supervisor of Assessments Ms. Denise Martinek, studied the sales of nine residential properties in the area. Exclusive of one property, the sale prices "stayed the same, or actually increased" in the later sales than in the earlier sales of the same properties. The exception, the residence that sold for less, was a foreclosure property in its later sale.

Former Ford County Supervisor of Assessments, Ms. Candice D. Short, previously reported "no complaints" and "haven't had any appeals" from residential property owners. Additionally, Ms. Short reported that, since the completion of the Pioneer Trail wind farm, the sale prices of residences in the surrounding area have sold above the assessor's opinion of market value.

The former Champaign County Assessor, Mr. Stan Jenkins, reported that his office "has no evidence that the wind farms have had an impact on surrounding property values, positively or negatively". His successor indicated that nothing has changed since her arrival in April 2016.

Mr. Jenkins and Ms. Martinek stated that discussions among Illinois county assessors have indicated a general agreement that there is no proof that the wind farms have any impact upon property value.

Residential Assessed Values, Complaints/Tax Appeal Filings

The assessors reported that there have been no tax appeal filings based upon wind farm issues.[13]

Ms. Patricia Langland, who replaced Ms. Short in Ford County, reported no tax appeals but several inquiries from property owners as to when they would get their rebates from the energy companies. This apparently was triggered by such payments being made in a nearby county.

Ms. Renee Johnson, Stark County Supervisor of Assessments, reported that the owner of a residence in the area of the Camp Grove wind farm had complained of the wind farm noise but did not file a tax appeal. Subsequently, the property sold in excess of the assessor's opinion of market value.

McLean County Supervisor of Assessments, Mr. Robert T. Kahman, previously reported that property owners have come to his office presenting newspaper articles that claimed a negative impact upon property values due to wind farms. The articles are not accepted as evidence, but rather the property owners are invited to collect their own market data that support their claim of a diminution in value. Thus far, no property owners have submitted market data that contradict the data collected by the assessor's office.

Mr. Kahman reported expecting complaints and/or tax appeal filings in regard to the wind turbine constructed on the Heartland Community College campus. No complaints or tax appeal filings have been submitted regarding the college's wind turbine. Both single-family and multifamily properties are located within 1,900 feet of the wind turbine. The following aerial photograph depicts the location of the Heartland Community College campus, its wind turbine, and the neighboring residential development.

Agricultural Values/Assessed Values

The assessed values of agricultural properties are established based upon a productivity formula and are not driven by market data. Reportedly, assessed values of agricultural properties have been steady or increasing in recent years and are projected to continue increasing for the near future. The assessors reported that no major complaints have been received and/or no tax appeal filings have been filed for agricultural properties within the wind farm project area.

Based on this survey, it does not appear that the Supervisors of Assessments in the 18 counties surveyed in Illinois have reason to believe that the location of wind turbines in their county has had a negative impact on property values.

[13] A previously reported tax appeal in Vermilion County was not actually filed. A law suit by that property owner (Hartke) was apparently filed in 2013 against the Supervisor of Assessments in Vermilion County; however, the Assessor's office reports that there has been no further action on the matter.

Consistently, the assessors reported that whatever initial concern there may have been regarding property values during the planning and approval stages of the various wind farms dissipated once the wind farm was constructed. Repeatedly, where initially there had been community opposition to the development of a wind farm, the resultant facility is no longer perceived as having a negative influence upon property values. According to former LaSalle County Assessor Ms. Linda Kendall, "initially, there had been consternation regarding the development of wind farms and the potential impact upon property values. The impact is no longer a concern". The public perception of a negative impact upon property values due to wind farms constructed as early as 2003 had not materialized, and the assessors have reported an absence of tax appeal filings based upon wind farm-related issues.

Agricultural Values/Assessed Values

he assessed values of agricultural properties are established based upon a productivity formula and are not driven by market data. Reportedly, assessed values of agricultural properties have increased by 10% annually in recent years and are projected to continue increasing at that rate for the near future. The assessors reported that no complaints have been received and/or no tax appeal filings have been filed for agricultural properties within the wind farm project area.

New Residential Construction

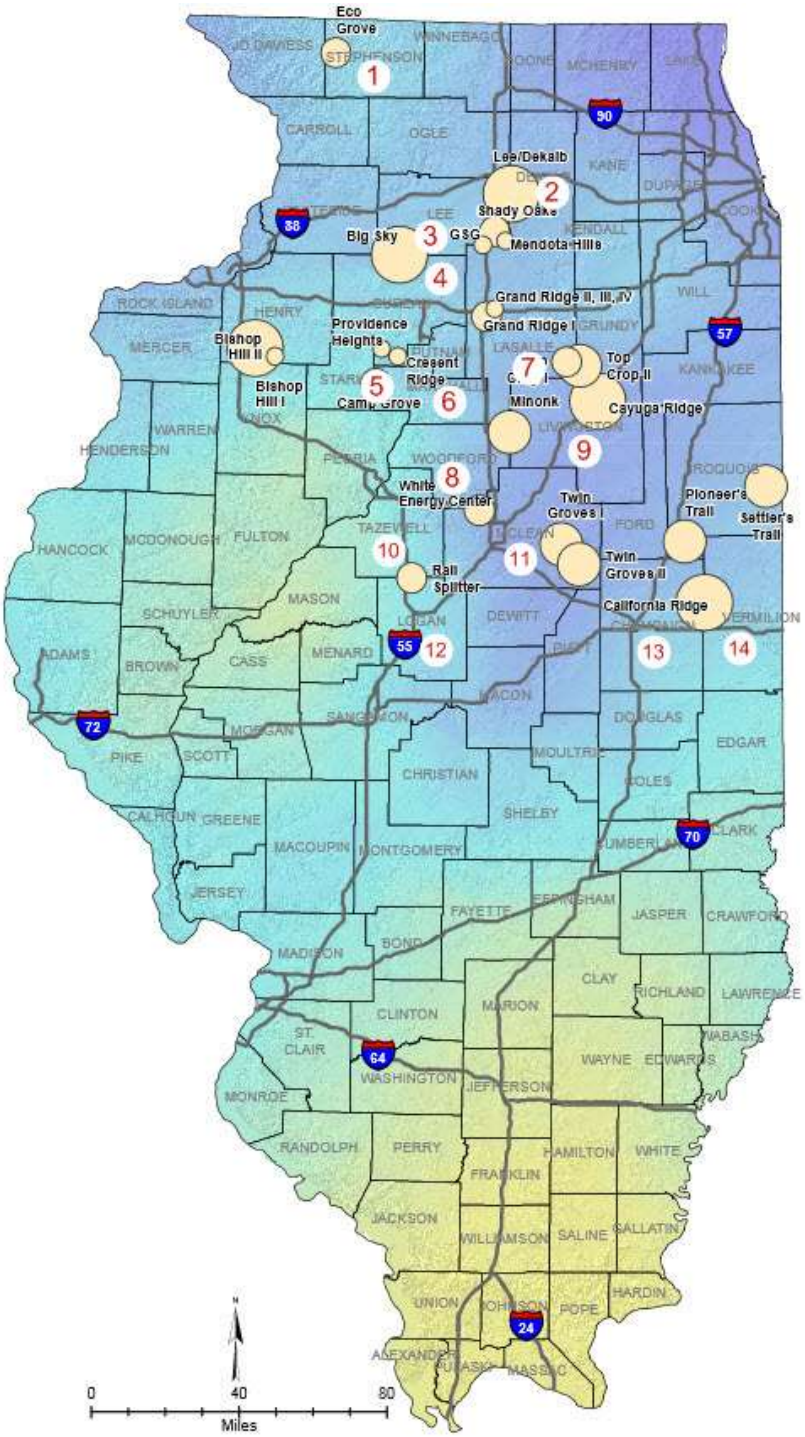
Several assessors reported new residential development in the area of wind farms. The Lee County Supervisor of Assessments Ms. Wendy Ryerson reported that a subdivision of 11 improved residential lots was developed prior to the construction of the wind farm, and the lot sales and construction of the residences occurred after the announcement of the development of the wind farm.

There were several reports of construction of scattered large acreage farmhouse residences in the area of wind farm properties. The McLean County Assessor reported the construction of a 4,821-square-foot single-family residence in the area of Arrowsmith, Illinois. The residence, at 8144 North 3100 East Road, is located 1,113 feet from a wind turbine on an adjacent property. The residential building and surrounding site improvements including a swimming pool have an assessor's opinion of market value of $878,467. The following photograph and aerial photograph depict the residence and the nearby wind turbine(s).

Based on this survey, it does not appear that the Supervisors of Assessments in any of the counties in Illinois have reason to believe that the location of wind turbines in their county has had a negative impact on property values.

Map of Illinois Counties Surveyed

Wind Farm Count by County



Note: As depicted on this map, as of the date of this survey, the locations of certain wind farms are approximations. In some instances, the wind farms are incorrectly shown to be located in adjacent counties. This map also shows the locations of smaller wind farms, but for the accuracy of this study we have only focused on the farms with 25 turbines or higher.

MICHAEL S. MAROUS
STATEMENT OF QUALIFICATIONS

Michael S. MaRous, MAI, CRE, is president and owner of MaRous and Company. He has appraised more than $15 billion worth of primarily investment-grade real estate in more than 25 states. In addition to providing documented appraisals, he has served as an expert witness in litigation proceedings for many law firms; financial institutions; corporations; builders and developers; architects; local, state, county, and federal governments and agencies; and school districts in the Chicago metropolitan area. His experience in partial interest, condemnation, damage impact, easement (including aerial and subsurface), marital dissolutions, bankruptcy proceedings, and other valuation issues is extensive. He has provided highest and best use, marketability, and feasibility studies for a variety of properties. Many of the largest redevelopment areas and public projects, including Interstate 355, the Chicago O'Hare International Airport expansion, the Chicago Midway International Airport expansion, and the McCormick Place expansion, are part of Mr. MaRous' experience. Mr. MaRous also has experience in regard to mediation and arbitration proceedings. Also, he has purchased and developed real estate for his own account.

APPRAISAL AND CONSULTATION EXPERIENCE

Industrial Properties

Business Parks	Manufacturing Facilities	Self-storage Facilities
Distribution Centers	Research Facilities	Warehouses

Commercial Properties

Auto Sales/Service Facilities	Gasoline Stations	Restaurants
Banquet Halls	Hotels and Motels	Shopping Centers
Big Box Stores	Office Buildings	Theaters

Special-Purpose Properties

Bowling Alleys	Nurseries	Tank Farms
Cemeteries	Riverboat Gambling Facilities	Underground Gas Aquifers
Farms	Schools	Utility Corridors
Golf Courses	Stadium Expansion Issues	Waste Transfer Facilities
Lumber Yards	Solar Farms	Wind Farms

Residential Properties

Apartment Complexes	Condominium Developments	Subdivision Developments
Condominium Conversions	Single-family Residences	Townhouse Developments

Vacant Land

Agricultural	Easements	Rights of Way
Alleys	Industrial	Streets
Commercial	Residential	Vacations

Clients

Corporations	Law Firms	Private Parties
Financial Institutions	Not-for-profit Associations	Public Entities

EDUCATION

B.S., Urban Land Economics, University of Illinois, Urbana-Champaign
Continuing education seminars and programs through the Appraisal Institute
and the American Society of Real Estate Counselors, and real estate brokerage classes

PUBLIC SERVICE

Mayor, City of Park Ridge, Illinois (2003-2005)
Alderman, City of Park Ridge, including Liaison to the Zoning Board of Appeals and Planning and Zoning and Chairman of the Finance and Public Safety Committees (1997-2005)

PROFESSIONAL AFFILIATIONS AND LICENSES

Appraisal Institute, MAI designation, Number 6159
Counselors of Real Estate, CRE designation
Illinois Certified General Real Estate Appraiser, License Number 553.000141 (9/21)
Indiana Certified General Real Estate Appraiser, License Number CG41600008 (6/20)
Wisconsin Certified General Real Estate Appraiser, License Number 1874-10 (12/21)
Minnesota Certified General Real Estate Appraiser, License Number 40330656 (8/20)
Pennsylvania Certified General Real Estate Appraiser, License Number GA004181 (6/21)
Iowa Certified General Real Estate Appraiser, License Number CG03468 (6/21)
South Dakota Certified General Real Estate Appraiser, License Number 1467CG (9/20)
Kansas Certified General Real Estate Appraiser, License Number 20 TP.86 (4/20)
Texas Certified General Real Estate Appraiser, License Number 1380817 (8/20)
Licensed Real Estate Broker (Illinois)

PROFESSIONAL ACTIVITIES

Mr. MaRous is past president of the Chicago Chapter of the Appraisal Institute. He is former chair and vice chair of the National Publications Committee and has sat on the board of The Appraisal Journal. In addition, he has served on and/or chaired more than 15 other committees of the Appraisal Institute, the Society of Real Estate Appraisers, and the American Institute of Real Estate Appraisers.

Mr. MaRous served as chair of the Midwest Chapter of the Counselors of Real Estate in 2006 and 2007 and has served on the National CRE Board since 2011. He sat on the Midwest Chapter Board of Directors, the Editorial Board of Real Estate Issues, and on various other committees.

Mr. MaRous also is past president of the Illinois Coalition of Appraisal Professionals. He also has been involved with many other professional associations, including the Real Estate Counseling Group of America, the Northwest Suburban Real Estate Board, the National Association of Real Estate Boards, and the Northern Illinois Commercial Association of Realtors.

PUBLICATIONS AND PROFESSIONAL RECOGNITION

Mr. MaRous has spoken at more than 20 programs and seminars related to real estate appraisal and valuation.

Author

"Low-income Housing in Our Backyards," *The Appraisal Journal*, January 1996
"The Appraisal Institute Moves Forward," *Illinois Real Estate Magazine*, December 1993
"Chicago Chapter, Appraisal Institute," *Northern Illinois Real Estate Magazine*, February 1993
"Independent Appraisals Can Help Protect Your Financial Base," *Illinois School Board Journal*, November-December 1990
"What Real Estate Appraisals Can Do for School Districts,"
School Business Affairs, October 1990

Awards

Appraisal Institute - George L. Schmutz Memorial Award, 2001
Chicago Chapter of the Appraisal Institute – Heritage Award,
2000
Chicago Chapter of the Appraisal Institute - Herman O. Walther, 1987 (Distinguished Chapter Member)

Reviewer or Citation in the Following Books

Rural Property Valuation, 2017
Real Estate Damages, 1999, 2008, and 2016
Golf Property Analysis and Valuation, 2016
Dictionary of Real Estate Appraisal, Fourth Edition, 2002 and Sixth Edition, 2015
Market Analysis for Real Estate, 2005 and 2014
Appraisal of Real Estate, Twelfth Edition, 2001, Thirteenth Edition, 2008, Fourteenth Edition, 2013
Shopping Center Appraisal and Analysis, 2009
Subdivision Valuation, 2008
Valuation of Apartment Properties, 2007
Valuation of Billboards, 2006
Appraising Industrial Properties, 2005
Valuation of Market Studies for Affordable Housing, 2005
Valuing Undivided Interest in Real Property: Partnerships and Cotenancies, 2004
Analysis and Valuation of Golf Courses and Country Clubs, 2003
Valuing Contaminated Properties: An Appraisal Institute Anthology, 2002
Hotels and Motels: Valuation and Market Studies, 2001
Land Valuation: Adjustment Procedures and Assignments, 2001
Appraisal of Rural Property, Second Edition, 2000
Capitalization Theory and Techniques, Study Guide, Second Edition, 2000
Guide to Appraisal Valuation Modeling Land, 2000
Appraising Residential Properties, Third Edition, 1999
Business of Show Business: The Valuation of Movie Theaters, 1999
GIS in Real Estate: Integrating, Analyzing and Presenting Locational Information, 1998
Market Analysis for Valuation Appraisals, 1995

REPRESENTATIVE WORK OF MICHAEL S. MAROUS

Headquarters/Corporate Office Facilities in Illinois
Fortune 500 corporation facility, 200,000 sq. ft., Libertyville
Corporate headquarters, 300,000 sq. ft. and 500,000 sq. ft., Chicago
Fortune 500 corporation facility, 450,000 sq. ft., Northfield
Major airline headquarters, 1,100,000 million sq. ft. on 47 acres, Elk Grove Village
Former communications facility, 1,400,000 million sq. ft. on 62 acres, Skokie and Niles
Corporate Headquarters, 1,500,000+ sq. ft., Lake County
Former Sears Headquarters Redevelopment Project, Chicago

Office Buildings in Chicago
401 South LaSalle Street, 140,000 sq. ft.
134 North LaSalle Street, 260,000 sq. ft.
333 North Michigan Avenue, 260,000 sq. ft.
171 West Randolph Street, 360,000 sq. ft.
20 West Kinzie Street, 405,000 sq. ft.
55 East Washington Street, 500,000 sq. ft.
10 South LaSalle Street, 870,000 sq. ft.
222 West Adams Street, 1,000,000 sq. ft.
141 West Jackson Boulevard, 1,065,000 sq. ft.
333 South Wabash Avenue, 1,125,000 sq. ft.
155 North Wacker Drive, 1,406,000 sq. ft.
70 West Madison Street, 1,430,000 sq. ft.
111 South Wacker Drive, 1,454,000 sq. ft.
175 West Jackson Boulevard, 1,450,000 sq. ft.
227 West Monroe Street, 1,800,000 sq. ft.
10 South Dearborn Street, 1,900,000 sq. ft.

Hotels in Chicago
One West Wacker Drive (Renaissance Chicago Hotel)
10 East Grand Avenue (Hilton Garden Inn)
106 East Superior Street (Peninsula Hotel)
120 East Delaware Place (Four Seasons)
140 East Walton Place (The Drake Hotel)
160 East Pearson Street (Ritz Carlton)
301 East North Water Street (Sheraton Hotel)
320 North Dearborn Street (Westin Chicago River North)
401 North Wabash Avenue (Trump Tower)
505 North Michigan Avenue (Hotel InterContinental)
676 North Michigan Avenue (Omni Chicago Hotel)
800 North Michigan Avenue (The Park Hyatt)

Large Industrial Properties in Illinois
Large industrial complexes, 400,000 sq. ft., 87th Street and Greenwood Avenue, Chicago
Distribution warehouse, 580,000 sq. ft. on 62 acres, Champaign
Publishing house, 700,000 sq. ft. on 195 acres, U.S. Route 45, Mattoon
AM Chicago International, 700,000± sq. ft. on 41 acres, 1800 West Central Road, Mount Prospect
Nestlé distribution center, 860,000 sq. ft. on 153 acres, DeKalb
U.S. Government Services Administration distribution facility, 860,000 sq. ft., 76th Street and Kostner Avenue, Chicago Fortune 500 company distribution center, 1,000,000 sq. ft., Elk Grove Village
Caterpillar Distribution Facility, 2,231,000 sq. ft., Morton
Self-storage facilities, various Chicago metropolitan locations

Airport Related Properties
Mr. MaRous has performed valuations on more than 100 parcels in and around Chicago O'Hare International Airport, Chicago Midway International Airport, Palwaukee Municipal Airport, Chicago Aurora Airport, DuPage Airport, and Lambert-St. Louis International Airport

Vacant Land in Illinois

15 acres, office, Northbrook
20 acres, residential, Glenview
25 acres, Hinsdale
55 acres, mixed-use, Darien
68 acres, Roosevelt Road and the Chicago River
75 acres, I-88 at I-355, Downers Grove
100± acres, various uses, Lake County
100 acres, Western Springs
140 acres, Flossmoor
142 acres, residential, Lake County
160 acres, residential, Cary
200 acres, mixed-use, Bartlett
250 acres, Island Lake
450 acres, residential, Wauconda
475± acres, various uses, Lake County
650 acres, Hawthorne Woods
650 acres, Waukegan/Libertyville
800 acres, Woodridge
900 acres, Matteson
1,000± acres, Batavia area
2,000± acres, Northern Lake County
5,000 acres, southwest suburban Chicago area
Landfill expansion, Lake County

Retail Facilities

20 Community shopping centers, various Chicago metropolitan locations
Big box uses, various Chicago metropolitan locations and the Midwest
Gasoline Stations, various Chicago metropolitan locations
More than 50 single-tenant retail facilities larger than 80,000 sq. ft., various Midwest metropolitan locations

Residential Projects

Federal Square townhouse development project, 118 units, $15,000,000+ sq. ft. project, Dearborn Place, Chicago
Marketability and feasibility study, 219 East Lake Shore Drive, Chicago
Riverview II, Chicago; Old Town East and West, Chicago; Museum Park Lofts II, Museum Park Tower 4, University Commons, Two River Place, River Place on the Park, Chicago;
Timber Trails, Western Springs, Illinois

Market Impact Studies

Land-fill projects in various locations
Quarry expansions in Boone and Kendall counties
Commercial development and/or parking lots in various communities
Zoning changes in various communities
Waste transfer stations in various communities

Energy Projects

Oakwood Hills Energy Center, McHenry County, Illinois
Walnut Ridge Wind Farm, Bureau County, Illinois
Radford's Run Wind Farm, Macon County, Illinois
Twin Groves Wind Farm, McLean County, Illinois
Otter Creek Wind Farm, LaSalle County, Illinois
Pleasant Ridge Wind Farm, Livingston County, Illinois
Alta Farms Wind Project II, DeWitt County, Illinois
Harvest Ridge Wind Farm, Douglas County, Illinois
Midland Wind Farm, Henry County, Illinois
McLean County Wind Farm, McLean County, Illinois
Ida Grove II Wind Farm, Ida County, Iowa
Tippecanoe County Wind Farm, Tippecanoe County, Indiana
Roaming Bison Wind Farm, Montgomery County, Indiana
Neosho Ridge Wind Farm, Neosho County, Kansas
Jayhawk Wind, Bourbon and Crawford County, Kansas
Lincoln Land Wind, Morgan County, Illinois
Bennington Wind Farm, Marshall County, Illinois
Seneca Wind, Seneca County, Ohio
Republic Wind, Seneca and Sandusky County, Ohio
Orangeville Wind Farm, Wyoming County, New York
Alle-Catt Wind Farm, Allegany, Cattaraugus, and Wyoming County, New York
Deuel Harvest Wind Farm, Deuel County, South Dakota
Dakota Range Wind Project I-III, Codington County, Grant County, & Roberts County, South Dakota
Crocker Wind Farm, Clark County, South Dakota
Prevailing Wind Park, Bon Homme County, Charles Mix County, & Hutchinson County, South Dakota
Brookhaven, South Dakota, solar energy production facility
Badger Hollow Solar Farm, Iowa County, Wisconsin
Dorchester County Solar Farm, Dorchester County, Maryland
Lone Oak Solar Farm, Madison County, Indiana
Lackawanna Power Plant, Lackawanna County, Pennsylvania
Commonwealth Edison, high tension lines
Solar Projects of the Western Regions of the United States of America, Southwest, Northwest, Southern Plain, and Northern Plains regions of the United States

Business and Industrial Parks

Chevy Chase Business Park, 30 acres, Buffalo Grove
Carol Point Business Center, 300-acre industrial park, Carol Stream, $125,000,000+ project
Internationale Centre, approximately 1,000 acre-multiuse business park, Woodridge

Properties in Other States

330,000 sq. ft., Newport Beach, California
Former government depot/warehouse and distribution center, 2,500,000 sq. ft. on 100+ acres, Ohio
Shopping Center, St. Louis, Missouri, Office Building, Clayton, Missouri
Condominium Development, South Dakota, South Dakota
Hormel Foods, various Midwest locations
Wisconsin Properties including Lowes, Menards, Milwaukee Zoo, CVS Pharmacy's in Milwaukee, Dairyland Racetrack, Major Industrial Property in Manawa, Class A Office Buildings and Vacant Land

REPRESENTATIVE CLIENT LISTING OF MICHAEL S. MAROUS

Law Firms

Alschuler, Simantz & Hem LLC Ancel, Glink, Diamond, Bush, DiClanni & Krafthefer
Arnstein & Lehr LLP
Berger, Newmark & Fenchel P.C.
Berger Schatz
Botti Law Firm, P.C.
Carmody MacDonald P.C.
Carr Law Firm
Crane, Heyman, Simon, Welch & Clar
Daley & Georges, Ltd.
Day, Robert & Morrison, P.C. Dentons US LLP
DiMonte & Lizak LLC
DLA Piper
Dreyer, Foote, Streit, Furgason & Slocum, P.A.
Drinker, Biddle & Reath LLP Figliulo & Silverman, P.C.
Foran, O'Toole & Burke LLC Franczek Radelet P.C.
Fredrikson & Byron, P.A.
Freeborn & Peters LLP
Gould & Ratner LLP
Greenberg Traurig LLP
Helm & Wagner
Robert Hill Law, Ltd.
Hinshaw & Culbertson LLP
Holland & Knight LLP
Ice Miller LLP
Jenner & Block
Katz & Stefani, LLC
Kinnally, Flaherty, Krentz, Loran, Hodge & Mazur PC
Kirkland & Ellis LLP
Klein, Thorpe & Jenkins, Ltd.
McDermott, Will & Emery
Mayer Brown
Michael Best & Friedrich LLP
Morrison & Morrison, Ltd.
Bryan E. Mraz & Associates
Neal, Gerber & Eisenberg, LLP
Neal & Leroy LLC
O'Donnell Haddad LLC
Prendergast & DelPrincipe
Rathje & Woodward, LLC
Righeimer, Martin & Cinquino, P.C.
Robbins, Salomon & Patt, Ltd.
Rosenfeld Hafron Shapiro & Farmer
Rosenthal, Murphey, Coblentz & Donahue Rubin & Associates, P.C.
Ryan and Ryan, P.C.
Reed Smith LLP
Sarnoff & Baccash
Scariano, Himes & Petrarca, Chtd.
Schiff Hardin LLP
Schiller, DuCanto & Fleck LLP
Schirott, Luetkehans & Garner, LLC
Schuyler, Roche & Crisham, P.C.
Sidley Austin LLP
Storino, Ramello & Durkin
Thomas M. Tully & Associates
Thompson Coburn, LLP
Tuttle, Vedral & Collins, P.C.
Vedder Price
von Briesen & Roper, SC
Winston & Strawn LLP
Worsek & Vihon LLP

Financial Institutions

AmericaUnited Bank Trust
BMO Harris Bank
Charter One
Citibank
Cole Taylor Bank
First Bank of Highland Park
First Financial Northwest Bank
First Midwest Bank
First State Financial
Glenview State Bank
Itasca Bank & Trust Co.
Lake Forest Bank & Trust Co.
MB Financial Bank
Midwest Bank
Northern Trust
Northview Bank & Trust
The Private Bank
Wintrust

Corporations

Advocate Health Care System
Alliance Property Consultants
American Stores Company
Archdiocese of Chicago
Arthur J. Rogers and Company
Avangrid Renewables, LLC
BHE Renewables
BP Amoco Oil Company
Christopher B. Burke Engineering, Ltd. Cambridge Homes
Canadian National Railroad
Capital Realty Services, Inc.
Chicago Cubs
Children's Memorial Hospital
Chrysler Realty Corporation
Citgo Petroleum Corporation
CorLands
CVS
Edward R. James Partners, LLC
Enterprise Development Corporation
Enterprise Leasing Company
Exxon Mobil Corporation
Hamilton Partners
Hollister Corporation
Imperial Realty Company
Invenergy LLC
Kimco Realty Corporation
Kinder Morgan, Inc.
Lakewood Homes
Lowe's Companies, Inc.
Loyola University Health System
Marathon Oil Corporation
Meijer, Inc.
Menards
Mesirow Stein Real Estate, Inc.
Paradigm Tax Group
Prime Group Realty Trust
Public Storage Corporation
RREEF Corporation
Shell Oil Company
Union Pacific Railroad Company
United Airlines, Inc.

Public Entities

Illinois Local Governments and Agencies

Village of Arlington Heights
Village of Barrington
Village of Bartlett
Village of Bellwood
Village of Brookfield
Village of Burr Ridge
City of Canton
Village of Cary
City of Chicago
Village of Deer Park
City of Des Plaines
Des Plaines Park District
Downers Grove Park District
City of Elgin
Elk Grove Village
City of Elmhurst
Village of Elmwood Park
City of Evanston
Village of Forest Park
Village of Franklin Park
Village of Glenview
Glenview Park District
Village of Harwood Heights
City of Highland Park
Village of Hinsdale
Village of Inverness
Village of Kenilworth
Village of Kildeer
Village of Lake Zurich
Leyden Township
Village of Lincolnshire
Village of Lincolnwood
Village of Morton Grove
Village of Mount Prospect
Village of North Aurora
Village of Northbrook
City of North Chicago
Village of Northfield
Northfield Township
Village of Oak Brook
Village of Orland Park
City of Palos Hills
City of Peoria
City of Prospect Heights
City of Rolling Meadows
Village of Rosemont
City of St. Charles
Village of Schaumburg
Village of Schiller Park
Village of Skokie
Village of South Barrington
Village of Streamwood
Metropolitan Water Reclamation District of Greater Chicago
City of Waukegan
Village of Wheeling
Village of Wilmette
Village of Willowbrook
Village of Winnetka
Village of Woodridge

County Governments and Agencies

Boone County State's Attorney's Office
Forest Preserve of Cook County
Cook County State's Attorney's Office
DuPage County Board of Review
Forest Preserve District of DuPage County Kane County
Kendall County Board of Review
Lake County
Lake County Forest Preserve District
Lake County State's Attorney's Office
Morton Township
Peoria County

State and Federal Government Agencies

Federal Deposit Insurance Corporation
U.S. General Services Administration
Illinois Housing Development Authority
Illinois State Toll Highway Authority
Internal Revenue Service
The U.S. Postal Service

Schools

Argo Community High School District No. 217
Arlington Heights District No. 25
Township High School District No. 214, Arlington Heights
Barrington Community Unit District No. 220
Chicago Board of Education
Chicago Ridge District No. 127½
College of Lake County
Community Consolidated School District No. 15
Community Consolidated School District No. 146
Community School District No. 200
Consolidated High School District No. 230
Darien District No. 61
DePaul University
Elk Grove Community Consolidated District No. 59
Elmhurst Community Unit School District No. 205
Glen Ellyn School District No. 41
Glenbard High School District No. 87
Indian Springs School District No. 109
LaGrange School District No. 105
Lake Forest Academy
Leyden Community High School District No. 212
Loyola University
Lyons Township High School District No. 204
Maine Township High School District No. 207
Niles Elementary District No. 71
North Shore District No. 112, Highland Park
Northwestern University
Orland Park School District No. 135
Palatine High School District #211
Rhodes School District No. 84-1/2
Riverside-Brookfield High School District No. 208
Rosalind Franklin University
Roselle School District No. 12
Schaumburg Community Consolidated District No. 54
Sunset Ridge School District No. 29
Township High School District No. 211
Township High School District No. 214
Triton College
University of Illinois
Wheeling Community Consolidated District No. 21
Wilmette District No. 39

JOSEPH M. MaROUS
STATEMENT OF QUALIFICATIONS

Joseph M. MaRous is an Energy Consultant with MaRous and Company, with a focus on the renewable and alternative energy industry.
For more details visit: linkedin.com/in/joemarous

EDUCATION

Purdue University - West Lafayette, Indiana
Bachelor of Science – Building Construction Management
Focus in residential and green build construction

CERTIFICATIONS

OSHA Safety Certified
Certified Green Build Professional
USPAP Certified

CONSTRUCTION

Professional in the construction industry for 10 years

- Residential
- Commercial
- Industrial
- Municipal
- Tenant Improvement
- Schools
- Media Studios
- Automobile Dealerships

MaROUS & COMPANY

Wind Projects

- Illinois
  - Alta Farms Wind Project II, *Dewitt County*
  - Bennington Wind Project, *Marshall County*
  - Harvest Ridge Wind Farm, *Douglas County*
  - Lincoln Land Wind Farm, *Morgan County*
  - Midland Wind Farm, *Henry County*
  - McLean County Wind Farm, *McLean County*
  - Radford's Run Wind Farm, *Macon County*
- Indiana
  - Tippecanoe County Wind Farm, *Tippecanoe County*
  - Roaming Bison Wind Farm, *Montgomery County*
- Iowa
  - Ida Grove II Wind Farm, *Ida County*
- Kansas
  - Neosho Ridge Wind Farm, *Neosho County*
- New York
  - Orangeville Wind Farm, *Wyoming County*
- Ohio
  - Seneca Wind, *Seneca County*
  - Republic Wind, *Seneca County & Sandusky County*
- South Dakota
  - Deuel Harvest Wind Farm, *Deuel County*
  - Dakota Range Wind Project I-III, *Codington County, Grant County, & Roberts County*
  - Crocker Wind Farm, *Clark County*
  - Prevailing Wind Park, *Bon Homme County, Charles Mix County, & Hutchinson County*
  - Sweet Land Wind Farm, *Hand County*
  - Triple H Wind Farm, *Hyde County*
  - Tatanka Wind Project, *Deuel County*

Solar Projects

- Illinois
  - Hickory Point Solar Energy Center, *Christian County*
- Indiana
  - Lone Oak Solar Farm, *Madison County*
- Maryland
  - Dorchester County Solar Farm, *Dorchester County*
- Wisconsin
  - Badger Hollow Solar Farm, *Iowa County*
- Western Regions of the United States of America
  - Southwest Region – Arizona, Colorado, Nevada, New Mexico, and Utah
  - Northwest Region – Idaho and Oregon
  - Southern Great Plains Region – Texas
  - Northern Great Plains Region – General Research

Appraisal Assistance

- Vacant Land
- Auto Dealerships
- Religious Facilities
- Residential
- Commercial
- Retail

Appendix 15 – Turbine Design & Certification

resourceful. naturally.
engineering and environmental consultants

BARR

December 18, 2019

Permit Officer, Morgan County, IL
300 West State Street
Jacksonville, IL 62650

Re: Lincoln Land Wind Project – GE2.8-127, GE3.0-140, Nordex N149 and Vestas V150 Foundation Design Certification

To Whom It May Concern:

Barr Engineering Company (Barr) will complete calculations and construction documents for the wind turbine foundations to be constructed at the Lincoln Land Wind Project located in Morgan County, Illinois. Foundation design for the selected wind turbine model(s) will be completed based on a site specific geotechnical investigation, wind turbine manufacturer requirements, and standards of the wind industry.

Foundation loads are to be provided by turbine manufacturer and will be based on a Mechanical Loads Analysis Report (MLA) for the site climatic conditions. The design loads are proprietary to the turbine manufacturer thus no confirmation of this information can be made by Barr or is possible to independently confirm the turbine manufacturer supplied information.

Based on the design loads to be provided by the turbine manufacturer and the site specific geotechnical investigation, the foundation design will be completed in compliance with industry accepted professional standards for the local soil and climate conditions.

Sincerely,

Matthew B. Johnson, S.E.
Illinois License #081.006343

	Projects	State	Turbine Size (MW)	Turbine Number	Total Capacity (MW)	Turbine Mfg.	Foundation Engineering	Geotechnical Engineering	Civil Engineering
1	Grand Ridge	Illinois	1.5	66	99	GE	X	X	
2	Eco Grove	Illinois	1.5	67	101	Acciona	X		
3	Grand Ridge Ph II to IV	Illinois	1.5	100	150	GE	X	X	
4	Cayuga Ridge	Illinois	2	150	300	Gamesa	X	X	
5	Big Sky	Illinois	2.1	125	263	Suzlon	X		
6	Pioneer Trail	Illinois	1.6	62	99	GE	X	X	
7	Settlers Trail	Illinois	1.6	94	150	GE	X	X	
8	Bishop Hills	Illinois	1.5	133	200	GE	X	X	
9	White Oak	Illinois	1.5	100	150	GE	X		
10	Shady Oaks	Illinois	2.5	3	8	Goldwind	X	X	
			1.5	68	102	Goldwind			
11	California Ridge	Illinois	1.6	134	214	GE	X		
12	Bishop Hill II	Illinois	1.6	50	80	GE	X	X	
13	K-4	Illinois	1.7	114	194	GE	X	X	
14	Hoopeston	Illinois	2.0	49	98	Vestas	X	X	
15	Kelly Creek	Illinois	2.0	92	184	Vestas	X	X	
16	Walnut Ridge	Illinois	2.2	123	271	Vestas	X	X	
17	Bishop Hill III	Illinois	2.3	10	23	GE	X	X	
18	Bishop Hill III	Illinois	2.5	43	108	GE	X	X	
19	Hill Topper	Illinois	2.5	74	185	GE	X	X	
20	Mendota Hills II	Illinois	2.6	29	76	Gamesa	X	X	

Total 3055 MW

Electrical Engineering	Constrution Engineering	Desktop Study
	X	
	X	
	X	
X	X	
	X	
	X	
	X	
		X
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	

Appendix 16 – Emergency Action Plan

Premlinary Lincoln Land Wind Emergency Action Plan

Site Address

November

Prepared by

Manager of Health and Safety

Approved by

Facility Manager, Lincoln Land Wind

Regional Operations Manager

Introduction

Lincoln Land Wind recognizes that site personnel have the right and need to know the procedures to follow in the event of an emergency. With this policy, Lincoln Land Windintends to ensure the transmission of necessary information to site personnel regarding emergency action.

This Emergency Action Plan ("EAP") is maintained to ensure the safety of all site personnel at Lincoln Land Windfacility in the event of a **major** emergency that could occur within our facility or at the fields in which we work. The EAP includes provisions for:

1. crisis management
2. medical emergency
3. building evacuation
4. building utility failure
5. fire
6. earthquake
7. adverse weather
8. hazardous material spill
9. crime / violent behavior / civil disturbance
10. bomb threat
11. turbine fire

The EAP is established to:

1. Identify alarm and emergency evacuation procedures.
2. Identify procedures to be followed by site personnel who remain to operate critical business operations before they evacuate.
3. Identify rescue and medical duties for all site personnel following emergency evacuation.
4. Identify persons who can be contacted for further information or explanation of duties under this plan.
5. Establish training guidelines for site personnel regarding this plan and what they need to know to protect themselves.

Responsibility

The responsibility for maintaining this EAP has been assigned to the Facility Manager.

Herein the term "Manager" or "Management" shall mean any Manager or Supervisor, unless otherwise specified.

Site Personnel Training

New site personnel will be oriented to the EAP via a copy and review of this document in combination with their orientation to other Lincoln Land Wind safety policies.

Beyond new hire orientation, the Facility Manager, or the persons direct supervisor shall be responsible for providing training

A copy of this EAP is provided to each site person and is always to be available for all site personnel to review.

Contents

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Lincoln Land WindEmergency Management Organization

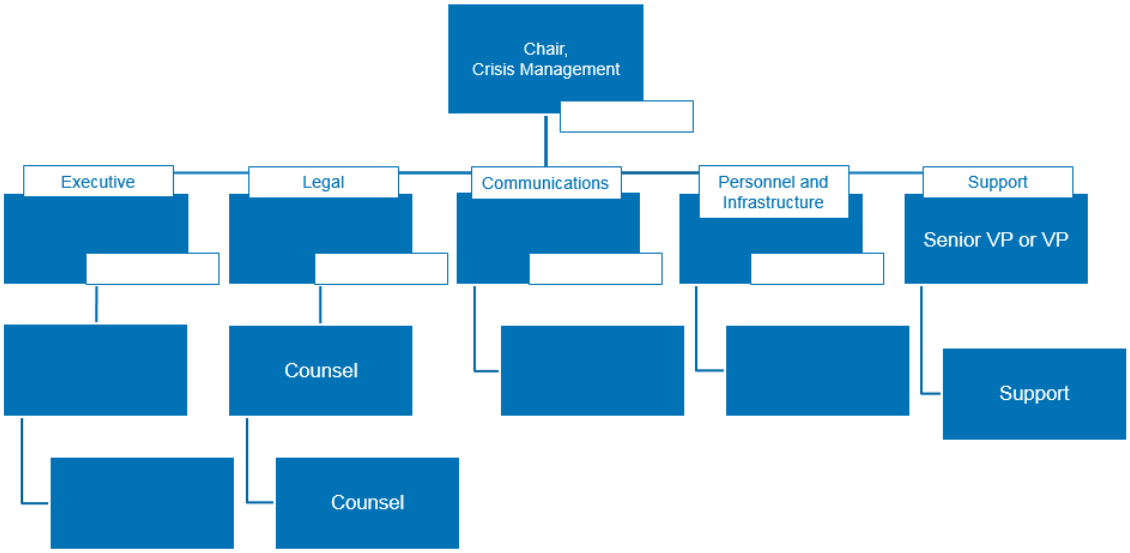
Emergency Organization Chart

EMERGENCY RESPONSE (ALL SITE PERSONNEL)			
First Aid/Survival	**Security**	**Maintenance**	**Communications**
• Evacuation • Emergency supplies • Injury assessment • First aid • Light search and rescue • Vehicles and other heavy equipment for rescue • Light firefighting • Site personnel shelter	• Security personnel to protect lives and property (e.g., equipment lock-up, sentry posting) • Signage, plywood and plastic sheeting, security ribbons, flares • Property damage assessment (physical threats; structural damage)	• Utilities control (building utilities shut-off; field high-voltage procedures) • Hazardous materials decontamination • Debris removal • Auxiliary power equipment	• Operate communications equipment (PA, phones, pagers, field radio) • Compile and relay disaster information as needed (site personnel roll call, injury lists) • Notify outside emergency services • Deploy messengers • Set up message board

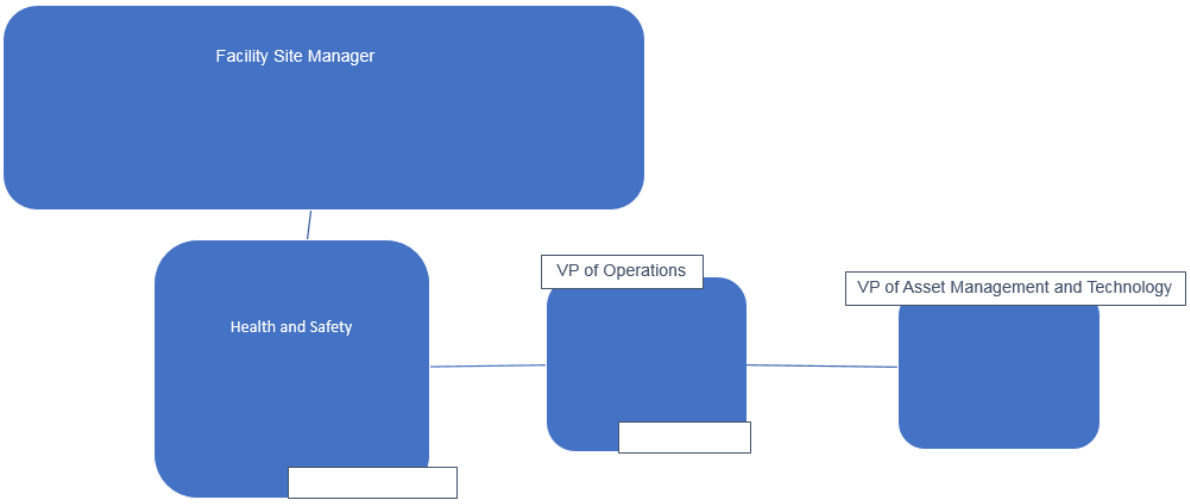
MANAGEMENT GROUP		
Preparation	**Response in an Emergency**	**Business Recovery**
• Develops and maintains overall emergency plan and policies • Reviews recommendations for mitigative measures and training; makes necessary decisions; authorizes use of finances • Ensures site personnel training on policies and procedures • Maintains supply of emergency cash • Develops, maintains and distributes forms, maps, personnel assignment flowcharts, etc.	• Overall coordination and personnel deployment • Declares existence of an emergency based on status and damage assessment reports from teams • Authorizes evacuation when necessary • Interfaces with local utility companies • Interfaces with area Emergency Operation Centers regarding extent of disaster and availability of mass shelter • Responds to media and public inquiries	• Responsible for business recovery • Maintains documentation necessary to resume business • Determines value and estimates damages • Handles insurance claims • Handles loan applications • Interfaces with Lincoln Land WindUS corporate entities

Lincoln Land Wind Management Crisis Management Organizational Chart

Crisis Management Flow Chart



Apex Incident Reporting Protocol



Emergency Contact List

FIRE/POLICE/AMBULANCE/Life Flight: 911

Office of Emergency Mgmt.: 911, 200 West Douglas Jacksonville, IL 62650
217-479-4616

Jackson Fire Department: 911, (217) 479-4656

Jackson Police Department: (217) 479-0257

Level 1 Truama Center: Memorial Medical Center, 701 N First Street, Springfield, IL (217) 788-3000

Level 1 Trauma Center: St. John's Hospital, 800 E. Carpenter St, Springfield, IL 62769 (217) 544-6464

Facility Manager: TBD
Cell Ph
After Hrs. Ph

Real-Time Desk
Phone:

Apex Emergency Contact List
Owner's Rep: Apex Asset
Management Address: 310
4th St. NE, Ste 200
Charlottesville, VA 22902
Ph #: (434) 282-2119

VP of Operations and Maintenance:
Office Ph #: 434-270-7434
Cell Ph # (432)-599-5515

VP of Technology and Energy Assessment:
Cell Ph #: 434-220-3790

Regional Operations Manager:
Office Ph#:
Cell Ph #:

Apex Remote Operations Control Center (ROCC)

ROCC Ph# 434-328-2305
Additional Line 844-442-4752

Emergency Response Procedures

Corporate Emergency Response

In an event of a crisis or an emergency at the site, the Facility Manager will have support from the corporate office.

All Wind Farm Emergencies require a response from the corporate office with essential personnel. The essential staff identified includes the Safety Manager, a staff engineer, Operations Directors and possible public relations support. This team is to be used at the discretion of the Facility Manager. At any time during a crisis or an emergency, the Facility Manager can request additional support or stand down the responding essential corporate personnel. At the corporate level, all emergency responses will be operations driven managed by Vice President of Asset Management.

Emergency Communication Operations

ALL FIELD SITE PERSONNEL SHALL CARRY OR HAVE ACCESS TO COMMUNICATIONS MEDIA, AND IS IDENTIFIED BY HIS/HER SITE PERSONNEL NAME/NUMBER. SUBCONTRACTORS OFTEN CARRY THEIR OWN COMMUNICATIONS MEDIA AND ARE IDENTIFIED BY NAME.

COMMUNICATIONS MEDIA IS USED FOR COMMUNICATION BETWEEN THE SITE PERSONNEL IN THE FIELDS AND THE OFFICE PERSONNEL FOR THE PURPOSES OF:

- Field status reports
- Power outage coordination Emergency conditions
- Other daily work performance

IT IS ABSOLUTELY NECESSARY THAT EVERYONE HAVE COMMUNICATIONS MEDIA AT ALL TIMES DURING WORKING HOURS.

Power Outage Coordination

When communications media is being used to coordinate power outages for transformer maintenance or substation maintenance, you will need to know which fields are affected to call the appropriate offices for clearance of their field personnel.

Community Notification

In the event of an emergency, the Applicant's Remote Operations Control Center Operator (ROCCO) will assess each emergency to determine whether outreach to the community and adjacent landowners may potentially be required. The Director of Communications will notify municipal officials and landowners as appropriate. Additionally, the NYSDEC and/or NYSDPS will be contacted in the event of a spill, release, or similar facility-related emergency.

Field Injury

1. Confirm the severity of injury; are emergency personnel required?
2. Obtain an Accident Report Form and ask all the questions thereon of the caller. Fill out the form as you talk.
3. Confirm that someone from the field will meet emergency personnel at the appropriate rendezvous point.
4. Have the completed Accident Report in hand and contact 911 to relay the information.

Field Injury Procedure

A. FIRST PERSON AT THE ACCIDENT SCENE

Upon arriving at the scene of an injury related accident, the first person shall survey the scene (is it safe?), then notify management personnel of the following:

1. Severity of the victim(s) injury.
2. Emergency personnel “are” or “are not” required.

B. ACCIDENT REPORT

If emergency personnel are required, the management personnel shall:

1. Obtain an “Accident Report”
2. Copy information received via radio to the form.
3. Ensure that all areas of the form are completed.
4. Continue to monitor communications for further developments.

C. CALL 911

The designated 911-call person shall:

1. Dial 911 immediately.
2. Relay all the information on the accident form to the 911 operator.

D. NOTIFY THE FOLLOWING PERSONS

After the call to 911, the designated 911 call person shall notify all the following personnel (if possible):

1. Facility Manager
2. Health and Safety Manger
3. Regional Operations Manager
4. VP of Operations

Medical Emergency

Medical cases generally fall under the following categories:

1. **Minor Medical Case –** Medical cases requiring minimal lay car and presenting no disability potential. Frequently do not require professional medical care.
2. **Urgent Medical Case –** Medical cases that are not life threatening and not likely to result in permanent or serious disability. Require professional medical care.
3. **Emergency Medical Case –** Those medical cases that, if not properly attended to, could result in serious injury or death. Permanent disability is possible. Require professional medical care.

PROCEDURE

1. Do not move victim unless safety dictates.
2. Notify “base” of the extent of the medical emergency and your location.
3. See “Field Injury – Emergency Operations Procedure.”
4. If the injury appears to be life threatening, be prepared to give “base” as much information as possible so that they can relay the information to the professional (911) EMT’s.
5. See “Accident Report.”
6. If the injury is not life threatening or not likely to result in permanent disability, first aid care may be provided by a trained site personnel or the injured person will be transported to our industrial clinic by a supervisor.

LOCATION OF FIRST AID SUPPLIES

1. Office: Large first aid kit, fire extinguisher, AED
2. Each vehicle is equipped with an individual trauma kit and AED.

Building Evacuation

SITE PERSONNEL GUIDELINES

1. Building evacuation will occur upon instruction by Management personnel. Notification to building site personnel will be made the via radio, telephone and or intercom system.
2. Be aware of all marked exits from your area and building. Know the routes from your work area. Marked exit signs are installed in all buildings.

3. Take note of physically handicapped individuals in your area that may need assistance.
4. When instructed to evacuate, walk quickly to the nearest marked exit and ask others to do the same.
5. **DON'T:** Run, lag, scream, stop to get personal belongings, smoke, leave any doors open, or return to the building until you are instructed to do so.
6. All personnel should meet at:

SEE PAGE 38 FOR O&M BUILDING EVACUATION MAP

7. If it is safe, remain in this location until roll call has been taken by a Manager. Do not leave premises until accounted for and given permission to do so by Management. Valuable time could be wasted searching for personnel that have not followed correct procedures.
8. Keep fire lanes, hydrants and walkways clear for emergency crews and equipment.
9. During emergency, only personnel authorized by Management will be allowed in the building to perform such responsibilities as shutting down power, potentially hazardous equipment, heat sources, gases, machine and other electrical equipment.
10. Should you become trapped in a building, **DO NOT PANIC:**
    - If a window is available, place an article of clothing outside the window as a marker for rescue crews.
    - If there is no window, tap on the wall and shout at regular intervals to alert emergency crews.

Building Utility Failure

SITE PERSONNEL GUIDELINES

1. In the event of a major utility outage in an Lincoln Land Windbuilding during working hours, notify a member of Management.
2. If there is potential danger to the building occupants or if the utility failure occurs after hours, on the weekend, or a holiday, notify a member of Management.
3. Do not evacuate a building unless directed to do so by Management, the policy or fire department. Do not return to an evacuated building unless directed to do so by Management personnel.

Electrical / Light Failure

It is advisable to have a flashlight nearby for emergencies.

Plumbing Failure / Flooding / Water Leak

1. Cease using all electrical equipment.
2. Notify a Manager immediately.
3. Evacuate the immediate area to prevent injuries.

Natural Gas Leak

1. Cease all operations.
2. Notify a Manager immediately.
3. Evacuate the area immediately.

****DO NOT SWITCH LIGHTS ON / OFF OR UNPLUG ANY ELECTRICAL EQUIPMENT—ELECTRICAL ARCING COULD TRIGGER AN EXPLOSION.****

Ventilation Problems

1. If smoke or odors come from the ventilation system, immediately notify a Manager.
2. If necessary, cease all operations and vacate the area.

****DO NOT RETURN TO AN EVACUATED AREA UNLESS THE "ALL CLEAR" SIGN IS GIVEN BY A MANAGER.****

Fire

SITE PERSONNEL GUIDELINES

1. Field personnel should notify "O&M" to report the fire emergency. Someone at "base" will notify the Fire department. Office / Warehouse personnel should immediately dial "911" in the event of a fire. However, when in doubt, shout FIRE.
2. Know the location of fire extinguishers, fire exits, and alarm systems in your area and know how to use them. In most cases, do not attempt to extinguish the fire.
3. If a minor fire appears to be controllable, a Manager or a member of the Safety Committee may attempt to extinguish the fire using the fire extinguishers or other sources, such as water from a hose – only after "911" has been called.
4. A complete evacuation of the entire building or area will be performed in any fire emergency. All site personnel should proceed to the nearest exit. Last ones to exit should close doors behind them.
5. Seek out any handicapped personnel in the area and provide assistance when exiting.

6. Managers or site personnel will assist in the evacuation and will meet the Fire Department to direct them to the proper location. Once the Fire Department has arrived, the responding incident commander will take charge of all rescue operations and suppression activities.
7. Office / Warehouse should meet at:

TBD

8. Keep clear of fire lanes, hydrants, and walkways for emergency crews and vehicles.
9. Personnel should remain at this location until accounted for by Management. Do not leave premises until accounted for and given permission to do so. Valuable time could be wasted searching for personnel who have not followed correct procedures.
10. Only members of Management can declare the state of emergency over and give permission to re-enter.

Should you become trapped in a building during a fire:

- If a window is available, place an article of clothing (shirt, coat, etc.) outside the window for the rescue crews.
- If there is no window, stay near the floor where the air will be less toxic. Shout at regular intervals to alert emergency crews of your location. **DO NOT PANIC.**
- If the door is warm, do not open it. If smoke is entering the room through cracks around the door, stuff something in the cracks to slow the flow.

Turbine Fire

1. Dial 911
2. Notify Facility Manager
3. Verify turbine affected is isolated from the electrical system.
4. Determine fire location—base or nacelle—**and investigate with binoculars 100 feet from the turbine**
5. **Base Fires-** Advise emergency responders of hazards and give them control of the scene
6. **Nacelle Fires**- Establish a sterile zone (approximately 100ft) around the base of the turbine.
7. Keep **all** personnel away from the turbine (including emergency responders)
8. Allow fire debris to fall freely within controlled area.
9. Watch for fire debris to go beyond the controlled area.

10. Fire Department will manage the fire scene, site personnel will stand by to assist with isolation of additional turbines and electrical equipment if requested by the Fire Department Incident Commander.

Turbine Evacuation

SITE PERSONNEL GUIDELINES

Most turbine repair/maintenance activities are performed by teams of two employees/contractors. In the event dangerous conditions arise during turbine repair/maintenance activities (e.g., fire, thunderstorms other dangerous weather conditions), the affected employees/contractors will take the following steps:

1. Assessment/Immediate Response: The crews working at the turbine site will assess conditions, determine whether they pose an immediate safety threat, and initiate evacuation, if necessary.
2. Notification: use two-way radios, cell phones or other communications devices to inform the Facility Manager or designee of the situation and request guidance. If immediate evacuation is commenced without first consulting the Facility Manager or designee, initiate contact and apprise Facility Manager/designee of the situation once evacuation is completed.
3. Evacuation: Climb down the tower and/or evacuate the area.
4. Follow turbine manufacture emergency evacuation procedure

Assembly Areas: The appropriate assembly point differs depending on the nature of the emergency.

Field personnel should meet at:

TBD

Personnel Accounting: Personnel will contact the Facility Manager/designee and report whether everyone at the location has been accounted for.

Brush Fire

1. Dial 911
2. Notify Facility Manager
3. Advise all site employees of the fire emergency and gather team at the muster location.
4. Work with local responders to address fire encroachment near the facility or turbines

5. In the event firefighting teams utilize helicopter or fixed wing aircraft near wind farm the Fire Department Incident Commander may request to pause the turbines for safety.
6. Fire Department will manage the fire scene, site personnel will stand by to assist with isolation of additional turbines and electrical equipment if requested by the Fire Department Incident Commander.
7. All safety requests from the Incident Commander shall be followed by the site team.

Earthquake (Office / Warehouse)

GUIDELINES FOR OFFICE / WAREHOUSE / SHOP PERSONNEL

1. Stay in the building. Many injuries occur while people run through the building to the outside. It is possible to be hit by flying objects, falling plaster or other debris.
2. Assist any handicapped persons in the area and find a safe place for them.
3. Drop, cover, and hold. Try to take cover under a table or other sturdy furniture. Kneel, sit, or stay close to the floor. Hold onto furniture legs for balance. Be prepared to move with your cover. Face away from windows.
4. Doorways may not be the safest location for protection. Violent motion could cause doors to slam against your body, crush your fingers, or inflict other serious injuries. More importantly, you could become a target for flying objects.
5. You could kneel, sit, or stay close to the floor, next to a structurally sound interior wall. Place your hands on the floor for balance, as the ground may move violently for several minutes.
6. Try to avoid airborne objects. Move away from overhead fixtures, windows, bookcases, file cabinets, etc.
7. If you are outside, go to a clear area away from buildings, trees, and power lines.
8. Keep calm. Do not move. Wait for emergency instructions from Management.

IMMEDIATELY AFTER THE EARTHQUAKE

1. Be prepared for aftershocks. Although usually less intense than the main quake, they can cause further structural damage.
2. Gas leaks might be present. Do not use lanterns, torches, lighted cigarettes, or open flames.
3. Open windows, if possible, to ventilate the building. Watch out for broken glass.
4. If fire is caused by the earthquake, implement the fire procedures.

5. If evacuation is ordered:
    - Evacuate as instructed.
    - Provide assistance to any handicapped personnel.
    - Beware of falling debris and electrical wires as you exit.
    - Personnel should meet at:

TBD

6. If it is safe, remain in this location until accounted for by Management or Communications personnel. Do not leave premises until accounted for and given permission to do so. Valuable time could be wasted searching for personnel that have not followed correct procedures.
7. Keep fire lanes, hydrants, and walkways clear for emergency crews and equipment.
8. Only members of Management can declare the state of emergency over and give permission to re-enter.

Should you become trapped in building, DO NOT PANIC.

- If window is available, place an article of clothing outside the window as a marker for rescue crews.
- If there is no window, tap on the wall and shout at regular intervals to alert emergency crews.

LOCATION OF FIRST AID SUPPLIES

Shop and within our work trucks

Earthquake (Field) Guidelines for Field Site Personnel

DURING AN EARTHQUAKE

1. Move to an open area away from turbine towers, power lines, and poles.
2. Get low to the ground and balance yourself. The ground may move violently for several minutes.
3. If there is no open area, seek available shelter (such as your vehicle) to avoid falling objects. Stay in your vehicle if electrical wires fall on it. Wait for professional help – wires may still be live, and you could be electrocuted if you stepped outside.

IMMEDIATELY AFTER THE EARTHQUAKE

1. Be prepared for aftershocks. Although usually less intense than the main quake, they can cause further damage.
2. Use any communication means necessary to notify your supervisor of your status and position.
3. If you feel safe in doing so, attempt to evacuate to your safe shelter location.

MAIN ENTRANCE OF WIND FARM

SEE PAGE 38 FOR SITE MAP

4. Remain at your designated safe shelter location until you have answered to a roll call by a Manager. Do not leave the premises until accounted for and given permission to do by a Manager. Valuable time could be wasted searching for personnel that have not followed correct procedures.
5. You may be directed to return to the Lincoln Land Windoffice location. This does not give you permission to go elsewhere.
6. Only members of Management can declare the state of emergency over and give permission to leave the designated rendezvous location or the Lincoln Land Windshelter area.

LOCATION OF FIRST AID SUPPLIES

Service trucks

Adverse Weather

SITE PERSONNEL GUIDELINES

A serious weather “watch” indicates that conditions for bad weather exist. During a “watch” status, maintain a normal routine. Management will monitor available information report. A “warning” is more serious. The following is a list of emergency situations, definitions of these conditions, and general emergency instructions which should be followed:

Severe Thunderstorms

Winds exceeding 55 miles per hour and heavy lightning and thunder. Lightning is the greatest danger during a severe thunderstorm.

Special Precautions

1. Remain indoors.
2. Stay away from open doors, windows, metal pipes, or electrical appliances.
3. Prepare for flash flooding and low water crossings.
4. Follow Management instructions.

Working in Adverse Weather: Lightning

In addition to the General Safety Policy and General Safety Rules of the IIPP, the following shall apply:

1. Morning safety meetings shall cover forecasted weather conditions for the day.
2. Lightning warnings shall reflect a fifty (50) mile radius as an initial advisement to technicians that a storm is in the area, and a thirty (30) mile radius will indicate an immediate weather stand down. Technicians will be required to immediately stop working and head to their vehicles until the storm passes.
3. Stand down directions will be clear. The message “STOP WORK- weather stand down is in effect” shall be communicated when a storm reaches a thirty (30) mile radius from the turbine.
4. Site supervision will confirm all employees are accounted for and down tower. At that time, they will be directed to return to the shop or stay in the field until the lightning passes.
5. Lines of communications shall include radios as a primary source.

This policy effects all locations and the procedures are consistent throughout each wind farm.

The seemingly random nature of thunderstorms cannot guarantee the individual or group absolute protection from lightning strikes, however, being aware of, and following lightning safety guidelines can greatly reduce the risk of injury or death

General Information

During late spring to the summer months, in certain parts of the country, thunderstorms are common. Because of this, all service technicians who work in these areas need to be aware of the possible lightning conditions that may occur on our wind turbine projects during these thunderstorms. Before, during, and after thunderstorms all affected site personnel need to be aware of what to do and where to report.

Safer Locations During Thunderstorms and Locations to Avoid

No place is absolutely safe from the lightning threat; however, some places are safer than others. Large enclosed structures (substantially constructed buildings) tend to be much safer than smaller or open structures. The risk of lightning injury depends on whether the structure incorporates lightning protection, construction materials used, and the size of the structure. Avoid contact with metal or conducting surfaces outside or inside the vehicle.

Generally speaking, if an individual can see lightning and/or hear thunder he/she is already at risk. Louder or more frequent thunder indicates that lightning activity is approaching and increasing. If the time delay between seeing the flash (lightning) and hearing the bang (thunder) is less than 30 seconds, the individual should be in or seek a safer location. Be aware that this method of ranging has severe limitations in part due to the difficulty of associating the proper thunder to the corresponding flash.

High winds, rainfall, and cloud cover often act as precursors, to actual cloud-to-ground strikes by notifying individuals to take action. Many lightning casualties occur in the beginning, as the storm approaches, because people ignore the precursors. Also, many lightning casualties occur after the perceived threat has passed. Generally, the lightning threat diminishes with time after the last sound of thunder, but may persist for more than 30 minutes. When thunderstorms are in the area but not overhead, the lightning can exist even when it is sunny, not raining, or when clear sky is visible.

When available, pay attention to weather warning devises such as weather radio and/or credible lightning detection systems. However, do not let this information override good common sense as isolated storms are common.

Lightning Safety

Avoid being in or near:

Wind turbine and communications towers, other high places, open fields, isolated trees, light poles, metal fences, and open water (ocean, lakes, rivers, etc.). After the storm has passed, all site personnel shall wait at least one (1) hour before approaching any equipment. If you hear a hissing or crackling sound, this may be a sign of the wind turbine holding a charge. If these sounds are present, DO NOT TOUCH THE MACHINE.

When inside a building avoid use of the telephone, washing your hands, or any contact with conductive surfaces with exposure to the outside such as metal door or window frames, electrical wiring, telephone wiring, cable TV wiring, plumbing, etc.

When in vehicles during lightning you must not be touching any metallic objects referenced to the outside of the car. Door and window handles, radio dials, CB microphones, gearshifts, steering wheels, and other inside-to-outside metal objects should be left alone during close-in lightning events. If you are driving and get caught in a lightning storm, pull off to the side of the road in a safe manner (in a low area, not on a hill), turn on the emergency blinkers, turn off the engine, put your hands in your lap, and wait out the storm.

Heavy equipment like boom trucks, cranes, backhoes, bulldozers, loaders, graders, scrapers, mowers, etc. which employ an enclosed rollover systems canopy (ROPS) are safe in nearby electrical storms. The operator should shut down the equipment, close the doors, and sit with hands in lap, waiting out the storm. In no circumstances, during close-in lightning, should the operator attempt to step off the equipment to ground in an attempt to find another shelter. If operating a boom truck or crane, make sure to retract the boom and place in the boom rack.

****NOTE: EMERGENCY WORK CAN BE CONDUCTED IN THE SUBSTATION. ONLY QUALIFIED AND TRAINED PERSONNEL WILL BE ABLE TO CONDUCT WORK. A JSEA MUST BE COMPLETED AND RISK ASSESSMENT SHOULD REFLECT THE WEATHER AND ITS HAZARDS****

First Aid Recommendations for Lightning Victims

Most lightning victims can actually survive their encounter with lightning, especially with timely medical treatment. Individuals struck by lightning do not carry a charge and it is safe to touch them to render medical treatment. Follow these steps to try to save the life of a lightning victim:

1. **First:** Call 911 to provide directions and information about the likely number of victims.
2. **Response:** The priority of emergency care is “make no more casualties.” If the area where the victim is located is in a high-risk area (mountain top, isolated wind turbine, open field, etc.) with a continuing thunderstorm, the rescuers may be placing themselves in significant danger.
3. **Evacuation:** It is relatively unusual for victims who survive a lightning strike to have major fractures that would cause paralysis or major bleeding complications unless they have suffered a fall or been thrown a distance. As a result, in an active thunderstorm, the rescuer needs to choose whether evacuation from very high-risk areas to an area of lesser risk is warranted and should not be afraid to move the victim rapidly if necessary. Rescuers are cautioned to minimize their exposure to lightning as much as possible.
4. **Resuscitation:** If the victim is not breathing, start mouth-to-mouth resuscitation. If it is decided to move the victim, give a few quick breaths prior to moving them. Determine if the victim has a pulse by checking the pulse at the carotid artery (side of the neck) or femoral artery (groin) for at least 20 – 30 seconds. If no pulse is detected, start cardiac

compressions as well. In situations that are cold and wet, putting a protective layer between the victim and the ground may decrease the hypothermia that the victim suffers which can further complicate the resuscitation.

Location

TBD
Facility Manager:

Designated Muster Point: O&M Building conference room S

SEE PAGE 38 FOR SITE MAP

Backup Designated Muster Point: OM parking lot near entrance sign

Note: The persons named above shall be trained in the procedures to follow and have full authority to perform said duties. Training shall be performed annually or when the plan changes. A copy of this plan shall be available to all site personnel. The location manage shall maintain the master copy of this plan and forward a copy to the corporate Safety Officer. A map of any evacuation routes shall be posted and kept up to date by the plan supervisor.

Flooding

Concerns of the Office / Warehouse

1. Top off any underground tanks. Make tank access caps water tight, plug vents, and seal off pumping lines.
2. Plug all floor drains and sanitary lines.
3. If possible, disconnect electric motors and store in dry place.
4. Move chemicals to a high shelf.
5. If possible, put merchandise on pallets.
6. Shut off main power and valves.

Concerns of the Field

1. Down power lines.
2. De-energize substation.
3. Open KPF's.
4. Transformers down, exposing primary/secondary lines.
5. Cracks in dikes, exposing primary/secondary lines.
6. Control panels down, exposing secondary lines.
7. Towers over, exposing secondary lines.

Working in Adverse Weather: Tornadoes

General

In addition to the General Safety Policy and General Safety Rules of the IIPP, the following shall apply: This policy effects all locations that see annual weather situations. Although we have several types of wind turbines in these areas, the procedures are the same.

Definitions

Tornado Watch: A tornado watch means that conditions are favorable for tornados to develop.

Tornado Warning: A tornado warning means that either official spotters have sighted a tornado or Doppler Radar has reported a developing tornado. A tornado warning is typically issued for a small area (possibly a county or two) for less than an hour.

Fujita–Pearson Tornado Scale:

1. F-0: 40–72 mph, chimney damage, tree branches broken
2. F-1: 73–112 mph, mobile homes pushed off foundation or overturned
3. F-2: 113–157 mph, considerable damage, mobile homes demolished, trees uprooted
4. F-3: 158–205 mph, roofs and walls torn down, trains overturned, cars thrown
5. F-4: 207–260 mph, well-constructed walls leveled
6. F-5: 261–318 mph, homes lifted off foundation and carried considerable distances, autos thrown as far as 100 meters

General Information

During late spring to the summer months in certain parts of the country, tornados are commons. Because of this, all service technicians who work in these areas need to be aware of the possible tornado conditions that may occur on our wind turbine projects.

When a tornado is coming, you have only a short amount of time to make life-or-death decisions. Planning and quick response are the keys to surviving a tornado. Therefore, it is so important to conduct tornado drills before and during each tornado season.

1. When a tornado watch is issued in your area, stay tuned to a weather radio, commercial radio, and/or television to stay informed of changing weather conditions. Remain alert for approaching storms and remember that tornados can occur with little to no warning. Be prepared to take cover on short notice.
2. When a tornado warning is issued, local EMS will take, as a minimum, the following precautions to alert the public:
    - Sound local sirens (know what is the sequence in your area)
    - Activate the Emergency Alert System (EAS) to interrupt radio and television broadcasts to provide instructions and information to the public

Tornado Safety

Tornado danger signs (learn and know these tornado danger signs):

1. An approaching cloud of debris can mark the location of a tornado even if a funnel is not visible.
2. Before a tornado hits, the wind may die down and the air may become very still.
3. Tornadoes generally occur near the trailing edge of a thunderstorm. It is not uncommon to see clear, sunlit skies behind a tornado.

Take the following protective actions when a tornado watch has been issued in your area:

1. Have a person designated to monitor a radio or television
2. Notify all affected site personnel of the tornado watch and assure that they are in immediate contact if an emergency arises.
3. If the weather is extreme, remove all site personnel from the field and prepare for the safety of all site personnel.

Take the following protective actions when a tornado warning has been issued in your area:

1. Seek sturdy shelter in a basement or other predestinated “tornado shelter” (not a mobile home, car, or trailer)
2. Go at once to a windowless, interior room; storm cellar; basement; or lowest level of the building.
3. If there is no basement, go to an inner hallway or a small inner room without windows, such as a bathroom or closet.
4. Stay away from windows, doors, and outside walls (most deaths occur from flying debris)

If outdoors:

1. If possible, get inside a building.
2. If shelter is not available or there is no time to get indoors, lie in a ditch or a low-lying area or crouch near a strong building. Be aware of the potential for flooding.
3. Use arms to protect head and neck.

If in a car:

1. Never try to out drive a tornado in a car or truck. Tornadoes can change direction quickly and can lift a car or truck and toss it through the air.
2. Get out of the car immediately and take shelter in a nearby building.
3. If there is no time to get indoors, get out of the car and lie in a ditch or low-lying area away from the vehicle. Be aware of the potential for flooding.

After a tornado, be aware of your surroundings. Also:

1. Turn on radio or television to get the latest emergency information
2. Use the telephone only for emergency calls.
3. Watch for downed power and telephone lines (do not use the phone unless calling 911)
4. Around the projects watch for falling debris, exposed power lines, and chemical spills.
5. Give first aid when appropriate. Don't try to move the seriously injured unless they are in immediate danger of further injury.
6. Stay out of damaged buildings. Return only when authorities say it is safe.
7. Clean up spilled medicines, bleaches, gasoline, or other flammable liquids immediately. Leave the buildings if you smell gas or chemical fumes.

Location

Lincoln Land Wind -
Facility Manager: TBD

Designated Muster Point: TBD

Backup Designated Muster Point: OM parking lot near entrance sign

Note: The persons named above shall be trained in the procedures to follow and have full authority to perform said duties. Training shall be performed annually or when the plan changes. A copy of this plan shall be available to all site personnel. The location manage shall maintain the master copy of this plan and forward a copy to the corporate Safety Officer. A map of any evacuation routes shall be posted and kept up to date by the plan supervisor.

Cold Weather Safety

The purpose of this Safety Document is to provide the site personnel with the basic knowledge needed to work safely in conditions where the possibility of cold exists. At the end of this period of instruction the site personnel should:

- Be able to identify the conditions and circumstances that can lead to cold injury.
- Know the signs of cold injury.
- Explain the first aid treatment for cold injury.

The Cold Environment

The human body can experience a loss of functionality, damage, or death from the cold environment. Temperature is not the only factor resulting in cold injury. Immersion and wind speed can also contribute to the severity of cold injuries.

Immersion can cause a significant and rapid loss of body heat. In water temperatures that are well above freezing, a person can quickly become immobilized and drown.

Immersion Survival Times

Water Temperature Degrees Fahrenheit	**30**	**40**	**50**	**60**	**70**
Time for 50% Deaths	15 min	20 min	50 min	2 hrs.	Safe
Time for 100% Deaths	1 hr.	2 hrs.	4 hrs.	Some survive	Safe

In water temperatures as high as 60 degrees there is danger of people being overcome by the cold. Wind turbine sites are often located where there are lakes, rivers, creeks, or ponds. These are also areas where roads may become unstable. There is some chance of crashing into the water. Heavy rain can have the same effect as immersion. In the event a person should experience immersion the first step is to remove them from the cold, the second is to get them dry. As the need arises, use clothing to protect from getting wet.

Wind Chill

Just as exposure to wet and cold can rob heat faster than just temperature alone, so can strong winds. Strong winds enhance the effects of low temperatures. This chart shows combinations of wind and temperature that can lead to cold injuries. In areas where these conditions exist, care should be taken to cover all exposed flesh or stay out of the weather.

Wind Speed (MPH)	Perceived Temperature											
Calm	50	40	30	20	10	0	-10	-20	-30	-40	-50	-60
5	48	37	27	16	6	-5	-15	-26	-36	-47	-57	-68
10	40	28	16	4	-9	-21	-33	-46	-58	-70	-83	-95
15	36	22	9	-5	-18	-36	-45	-58	-72	-85	-99	-112
20	32	18	4	-10	-25	-39	-53	-67	-82	-96	-110	-121
25	30	16	0	-15	-29	-44	-59	-74	-88	-104	-118	-133
30	28	13	-2	-18	-33	-48	-63	-79	-94	-109	-125	-140
35	27	11	-4	-20	-35	-49	-67	-82	-98	-113	-129	-145
40	26	10	-6	-21	-37	-53	-69	-85	-100	-116	-132	-148

Little Danger if Properly Clothed
Danger of Freezing Exposed Flesh
Great Danger of Freezing Exposed Flesh

Cold Injuries

Hypothermia

The medical term for a drop in core body temperature is Hypothermia. As temperatures drop the human body adapts various strategies to keep the core temperatures at 98.6 degree Fahrenheit. “Goose bumps” and shivering are the first signs of a drop in body temperature. The body may restrict flow of blood to the extremities making them more susceptible to freezing. As the extremities get colder there is loss of coordination. As a person gets colder they become apathetic and lose gross motor functions. At some point shivering will cease. The skin will be cold and waxy, muscles will be rigid, and the heart rate slows. As the core temperature drops, the pupils dilate and the person will go into a coma. At a core body temperature below 86 degree Fahrenheit, there is a chance of cardiac arrest.

Local Cold Injury

Local cold injury is commonly called “frost bite”. Frost bite occurs when body tissue gets cold enough to freeze. It is most likely to affect the tips of the fingers, toes, ears, nose, cheek bones, and chin. While when first exposed to cold a body part will burn and sting, eventually as exposure time lengthens, there will be a loss of sensation. The skin may turn waxy grey or yellow. If the condition is allowed to continue, the tissue will freeze and cause permanent tissue damage.

Treatment

Prevention is always preferable to treatment. Heat is lost through the body by several means, not the least of which is radiation. It is important to cover all exposed areas of the body. Hands and head are often neglected when dressing for the cold environment. Head coverings should cover as much of the head, neck, and face as possible. Gloves should be insulated as should footwear. Clothes should be loose and layered. Clothing may need to be shed and donned several times during a work day. As one works, the clothes might need to be removed to keep from overheating. The clothes will need to be put on again during periods of inactivity.

Hypothermia

First priority in hypothermia / cold injury treatment is to remove the patient from the cold environment. Keep the person warm and dry. Use blankets, sleeping bags, etc. to cover exposed areas. Shelter the patient from the wind. If in the field, the cab of a vehicle with the heater running will provide a warm environment. If the patient is in advanced hypothermia (confused, no shivering) handle them gently and do not allow patient to exert themselves. There is possibility if cardiac arrest. Seek medical attention.

Local Cold Injury

In the event one suspects a local cold injury, remove the person from the cold. Never try to thaw any tissue if there is a possibility of it refreezing. Carefully remove any jewelry, wet or restrictive clothing. Leave the clothing if it frozen to the skin. Cover the skin with loose clothing or bandage to prevent friction or pressure. Never rub or massage the affected. If the area is hard and frozen, do not attempt to re- warm it by applying heat. Seek medical attention.

Hazardous Material

SITE PERSONNEL GUIDELINES

Safety Data Sheets (SDS's) are kept on premises on all chemicals we use.

These data sheets are located in: **O&M Warehouse**

For spills, leaks, and incidents when a fire is not involved, the following steps should be taken, if appropriate:

1. Do not make contact with the chemical. Evacuate all personnel in the area immediately. Seal off the area if possible to prevent further contamination of others until someone from Management arrives.
2. Seek out any handicapped personnel in the area and provide assistance when exiting.
3. Report the incident immediately to anyone in Management.
    - Type of incident. Are there any injuries?
    - Name and quantity of the material, if known.
    - Possible hazards to persons or the environment, if known.
    - Be sure to state if you feel that the spill or its vapors may cause an immediate threat to human life so that evacuation procedures may be implemented.
4. Anyone who is contaminated by the spill should avoid contact with others as much as possible. Washing-off contamination and first aid should be started immediately.
5. Do not try to contain or clean up spills. This will be conducted be someone designated by Management.
6. If it is safe, remain in this location until accounted for by roll call by Management. Do not leave premises until accounted for and given permission to do so. Valuable time could be wasted searching for personnel that have not followed correct procedures.
7. Keep fire lanes, hydrants, and walkways clear for emergency crews and equipment.
8. Only members of Management can declare the state of emergency over and give permission to re-enter.

Catastrophic Turbine Failure

SITE PERSONNEL GUIDELINES

- In the event of catastrophic turbine failure (blade failure, tower collapse) do the following:
- Call Facility Manager
- Stay away from the danger area
- Set up sterile zone and do not allow vehicles to park within fall down distance of any standing component
- Direct all media inquiries to the Facility Manager

Crime / Violent Behavior / Civil Disturbance

SITE PERSONNEL GUIDELINES

How to Report

You may contact any Manager or call “911” yourself to access the police department.

Reporting Crimes in Progress

If you are a victim or a witness to any in-progress criminal offense, report the incident as soon as possible, providing the following information:

1. Nature of the incident. MAKE SURE that the 911 dispatcher understands that the incident is IN PROGRESS!
2. Location of the incident.
3. A description of the suspect(s) involved.
4. A description of any weapons involved.
5. A description of any property involved.

Stay on the line with the dispatcher until a police officer arrives at the scene. Keep the dispatcher informed of any changes in the situation so that updated information cab be relayed to the responding units. Even if you are the victim and unable to communicate further, try to keep the line open.

Reporting Crimes Not in Progress

Even though it seems futile, all crime should be reported.

Be prepared to provide the following information to the investigating officer:

1. When the incident occurred.

2. If a property crime, what was taken or damaged.
3. The named and/or descriptions of any suspects or witnesses.

Civil Disturbance Response Plan

Any site personnel noting a possible civil disturbance should contact a Manager immediately. If necessary, all entrances and exits will be secured. Should unauthorized intruders gain access onto premises, refrain from any contact with the intruders. All site personnel should remain in the area, remain calm, and follow instructions from Management. Should intruders gain access into the building and damage property, site personnel should not interfere. The personal safety of our personnel is more important than the protection of our property.

Bomb Threat

SITE PERSONNEL GUIDELINES

All bomb threats must be treated as a serious matter and must be considered real until proven otherwise. The procedures described below should be implemented regardless of whether the bomb threat appears to be real or not.

Bomb Threats Through Mail or Suspicious Packages

1. Do not handle the envelope or package. Clear the area and call “911”. In addition, contact any manager.
2. The building will not be evacuated until Management personnel or local authorities have given orders to do so.

Bomb Threats Over the Phone

1. Keep the caller on the line as long as possible and try to obtain the following information:
   - When is the bomb going to explode?
   - Where is the bomb located?
   - What kind of bomb is it?
   - What does it look like?
   - Why did you place the bomb?
2. Also, try to record the following information:
   - Time of call
   - Age and sex of caller
   - Speech pattern, accent, possibly nationality, etc.
   - Emotional state of caller
   - Background noise
3. Immediately notify your supervisor or a Manager. Await further instructions. The building will not be evacuated until Management personnel or local authorities have given orders to do so.

Hurricane Procedure

1. **Hurricane Procedure Policy**

This plan is for all personnel working at the Lincoln Land Wind Farm.

It is our policy that safety of site personnel is the primary concern. Lincoln Land Windwill activate this procedure well before a hurricane reaches the project to assure the safety of site personnel.

2. **Notification**

In the event of an approaching Hurricane the following people must be notified;

Apex Safety Manager: Office Ph#:

Regional Operations Manager: Cell Ph#:

VP of Operations and Maintenance: Cell Ph#:

Apex ROCC: Office#

3. **Hurricane Procedure**

48 HOURS FROM LANDFALL: About two days before a hurricane is expected to affect your location, begin implementing the following actions.

- Review the hurricane emergency action plan with all involved personnel.
- Check building roofs. Make repairs to coverings and flashing as time allows.
- Remove all loose items from the roof, secure equipment doors and covers, and remove debris.
- Verify roof drains are clear of trash and other obstructions.
- Fill fuel tanks serving emergency generators and other vital services.
- Verify dewatering pumps are in service and working.
- Verify outside storm drains and catch basins are clean.
- Remove debris from outdoor areas that may become “missiles.”
- Remove loose, outdoor, inactive equipment.
- Back up computer data.

36 HOURS FROM LANDFALL: At 36 hours before anticipated landfall, time will be limited. Make sure you will have the staff needed to complete all of the following actions, and leave plenty of time to evacuate personnel.

- Protecting or relocating vital business records
- Removing all loose outdoor storage or equipment
- Anchoring portable buildings or trailers to the ground
- Securing outdoor storage or equipment that cannot be moved
- Installing manual protection systems (e.g. shutters, plywood covers and flood gates)
- Raising critical equipment off floors
- Moving critical equipment from basement and other below-ground areas
- Covering critical stock and equipment with waterproof tarpaulins
- Turning off fuel gas services
- Turning off non-essential electrical systems
- Verifying all fire protection systems are in service (e.g. water supplies, fire pumps, sprinklers, fire alarms and special extinguishing systems)
- Setting up flood barriers at all first-floor doors and entrances
- Temporarily closing buildings under construction to avoid entry of wind-driven rain

***24–32 HOURS BEFORE LANDFALL*: ALL PERSONNEL SHALL EVACUATE THE SITE**

***DURING THE HURRICANE*- Personnel shall remain off site. ROCC will operate the site remotely.**

AFTER THE HURRICANE- Apex Facility Management will return to the site to conduct a safety assessment of the O&M building, warehouse, substation, and other critical components. When returning to the site, bring additional supplies and cameras to document conditions.

AFTER THE HURRICANE HAZARD ASSESSMENT- If the site is deemed safe to return by the Apex Facility Manager, an ALL CLEAR will be issued and communicated to awaiting site personnel. Site personnel may return to the site once an ALL CLEAR is issued.

- Survey the site for hazards: Live electrical wires, broken glass and sharp metal, leaking fuel gases or flammable liquids, damaged building features or contents that could shift or collapse, Paved or hardscape areas undermined by wave action and subject to collapse, Flammable atmosphere in vapor space of flammable storage tanks, etc.

- Verify the status of protection systems. Check water supplies, fire pumps, automatic sprinklers, fire alarms and security systems.
- Manage impairment for protection systems: or Expedite repairs, Post fire watch in area with impaired fire protection, Post security personnel in areas where building or site access is not suitably controlled.
- Survey the damage and initiate repairs immediately: Promptly notify contractors to avoid waiting in line for service.
- Perform site wide inspection to determine if Turbine start up can be initiated.
- After confirmation site restoration can be established use SCADA to remote start turbines.
- Coordinate with site team to troubleshoot and repair turbines that were faulted and could not be restarted.

Establish repair priorities, including the building envelope, utilities and fire protection systems.

Document all damage by photograph for potential insurance claims. Work with Asset Manager to determine if Met Tower Data Logger download is required.

Operational Equipment Safety Protocols

Hurricanes

- Follow Hurricane Procedure
- Remote Operations Control Center (ROCC) to operate the site
- Conduct post hurricane inspection by management
- Report findings
- Return site to normal operations

Site Fire/ Turbine Fire

- Site management will control access to site to ensure the safety of all personnel and equipment
- Determine if de-energization is required
- Maintain communications with ROCC
- Conduct post fire inspection
- Return site to normal operations

Tornadoes

- Follow tornado procedure
- Remote Operations Control Center (ROCC) to operate the site
- Conduct post hurricane inspection by management
- Report findings
- Return site to normal operations

Substation Failure

- Site management will control access to site to ensure the safety of all personnel and equipment
- Determine if de-energization is required
- Maintain communications with ROCC
- Return site to normal operations

Adverse Weather Conditions

Icing

- Follow turbine manufactures icing procedure
- Determine whether work will stop or resume
- Conduct site assessment
- Determine if equipment can continue normal operations

High Winds

- SCADA will monitor
- 25mps will place turbine into pause (reference turbine manufacture wind speed specs)
- ROCC will monitor

Snow

- Conduct site assessment
- Determine if equipment can continue normal operations

High Ambient—*Per the generator resource summer preparation checklist*

- Review previous event issues and lesson learned applied
- Determine if coolant equipment is functional at the turbines Determine if coolant equipment is functional at the substation
- Determine if all transformer oil levels have checked and refilled as necessary
- Ensure that back-up generators have been tested for functionality (if applicable)

Low Ambient—*Per the generator resource winter preparation checklist*

- Review previous events issues and lessons learned applied
- Determine if equipment or exposed components need additional insulation
- Ensure all heaters in proper working order
- Determine if all cooling equipment has been disabled
- Determine if all transformer oil levels have checked and refilled as necessary
- Ensure that allback-up generators have been tested for functionality (if applicable)

Communications Loss

- Site management to remain on site and maintain turbine and substation control through communication reestablished
- Maintain communication with ROCC
- Report findings and repair communication issue

Pandemics

Pandemic Definition: An epidemic of infectious disease that is spreading through human populations across a large region

Examples Include: Small Pox, HIV, H1N1 Flu, Measles

Pandemics are declared when three conditions are met: 1) Emergence of an infectious disease to a new population, 2) the disease infects humans causing serious illness, 3) The disease is easily spread among humans

Pandemics may cause a serious reduction in workforce.

Preventative measures: washing hands, covering your mouth when sneezing, staying home from work to minimize further exposure

Pandemic Notification:

Health and Safety Manager: Office Ph#:

Regional Operations Manager: Cell Ph#: Report:

Exposure type:

- Influenza
- Measles
- Other

Contamination area:

- Isolate area
- Third party bio-hazard clean up

Worker exposure:

- Number of personnel
- Reduction in workforce
- Are there adequate available workers to ensure continued safety operations

Significant Impact to the operations:

- Operations will be relinquished to Apex Clean Energy's Remote Operations Center. The site will operated remotely until the all clear is given.

Water Shortage or Water Compromise

Extended water compromise or shortage more than 48 hours:

Site operations will be relinquished to Remote Operations Control Center. The site will be operated remotely until potable water is reestablished for site personnel.

Notification:

Health and Safety Manager:

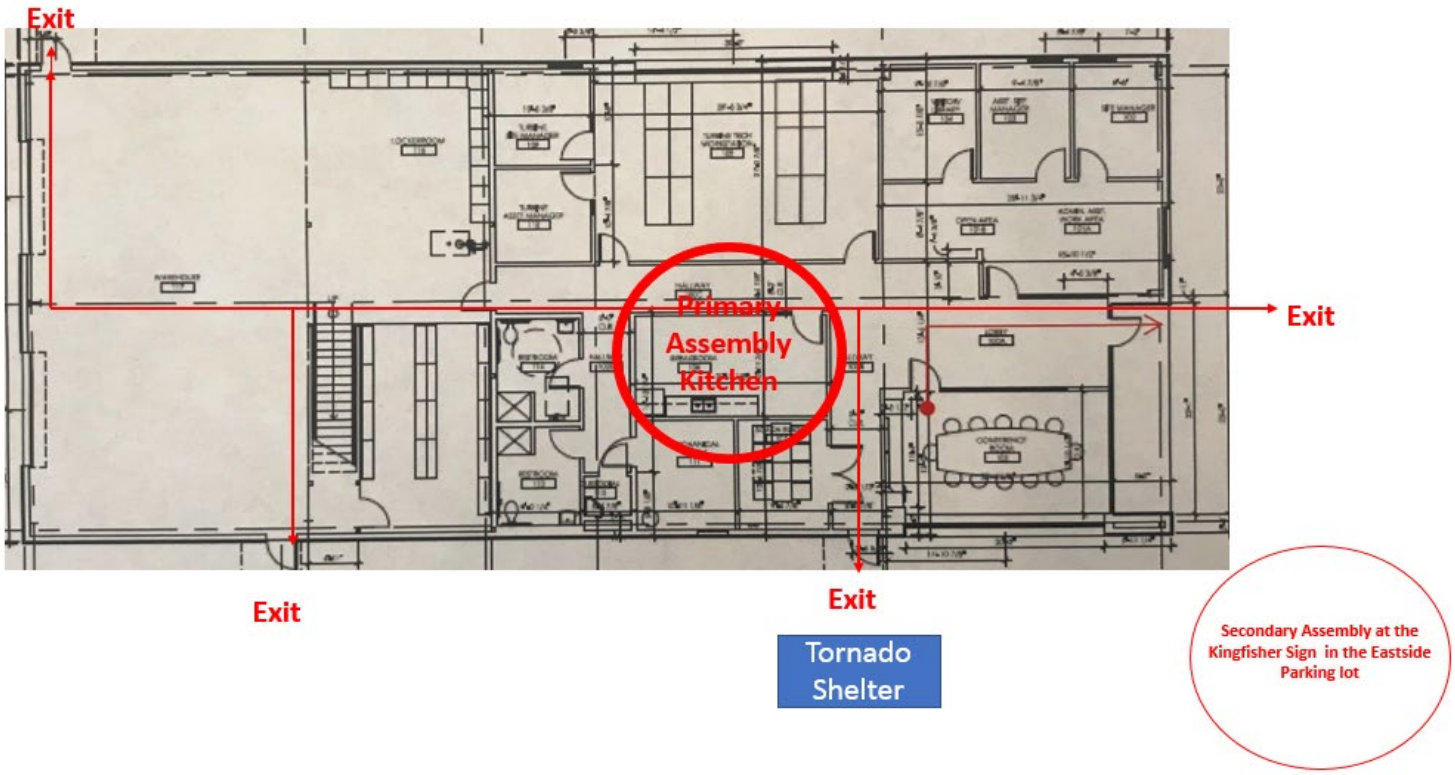
Regional Operations Manager:

Apex Incident Report Form OHS-011

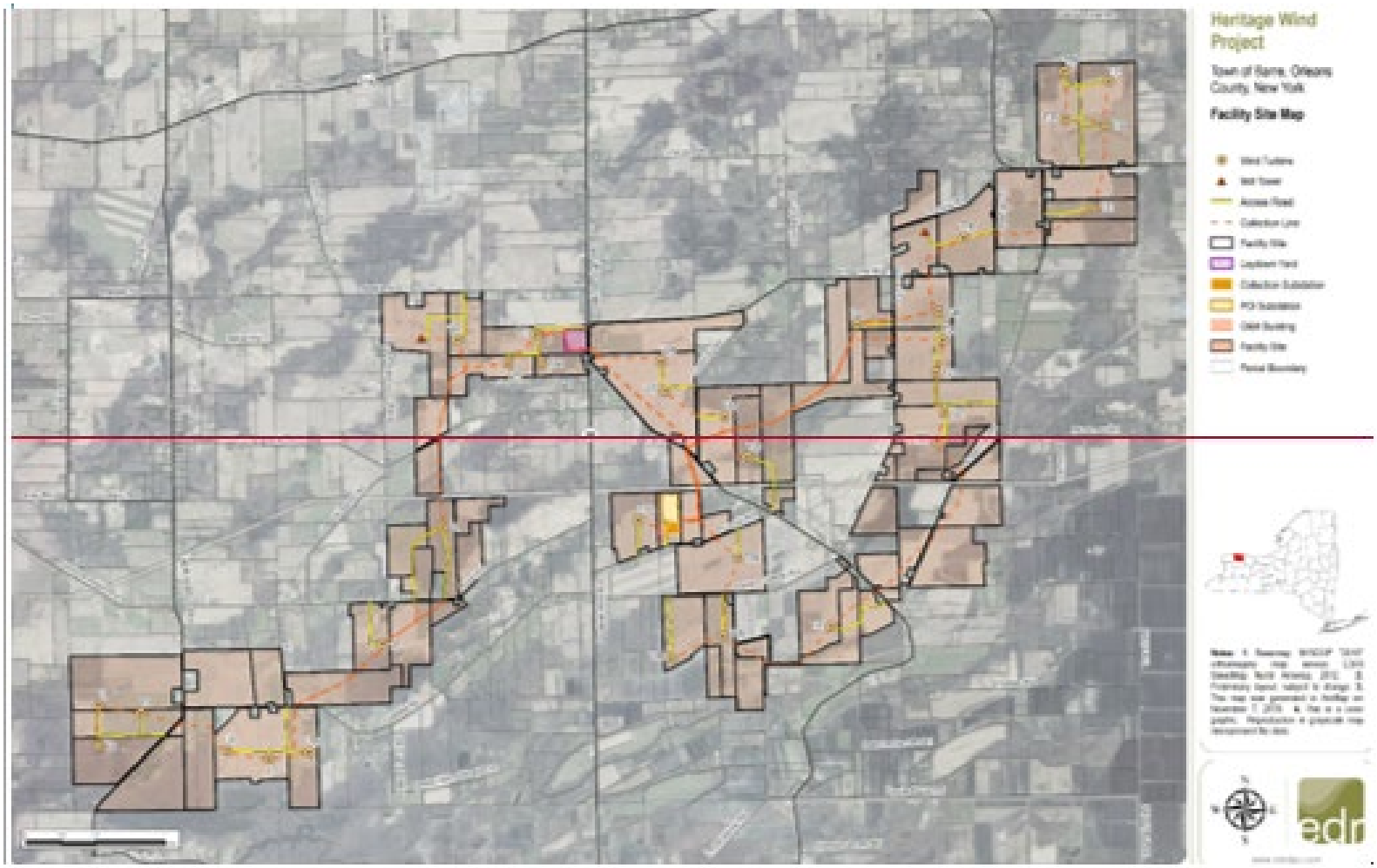
☐ **Injury Incident**	☐ **Hazard Identification**	
☐ **Near Miss**	☐ **Environmental**	
Injury Potential (Check One): ☐ **Low** ☐ **Medium** ☐**High**		
Report Version: ☐ **Draft** ☐ **Final**		
Location / Department ID:		
Location of Incident:		
Contact Name(s)	**Phone Number(s)**	**Date of Incident**
Briefly Describe the Incident or Hazard		
Document Used: ☐ **JSA** ☐ **LOTO Procedure** **Work Procedure Doc ID:** _____		
Potential EHS Hazards, Injuries, Damage	**Existing Control Measures**	
Root Cause:		
Personnel Contacted: **Safety Manager**_____ **Line** **Manager** _____ **Other**___		

Maps

O&M Building Evacuation Map (SAMPLE)



Site Map (SAMPLE)



Turbine Coordinates (TBA)

Emergency Action Plan Receipt

PLEASE SIGN BELOW AND RETURN THIS PAGE TO THE PLANT MANAGER.

Lincoln Land Wind("APEX CLEAN ENERGY) recognizes that its site personnel have the right and need to know the procedures to follow in the event of an emergency. With this policy, LINCOLN LAND WIND intends to ensure the transmission of necessary information to site personnel regarding emergency action.

I have received a copy of the APEX CLEAN ENERGY EMERGENCY ACTION PLAN, and I have reviewed and understand its contents.

_____ _____

Signature of site personnel Date

_____ _____

Site personnel name (please print) Employee #

Lincoln Land Wind

Appendix 17 – Drainage Plan

Lincoln Land Wind Farm

Drainage Repair and Remediation Plan

WHEREAS, Section VII.F. of Morgan County's Wind Energy Conversion Systems Siting Regulations Ordinance ("**Ordinance**") requires the Applicant (or WECS Permittee) seeking (or holding) a Siting Approval Permit for a Wind Energy Conversion System ("**Commercial Wind Energy Facility**") to submit a plan to the County for remediation and repair of agricultural drainage systems and field tiles damaged during construction, maintenance and/or operation of the Commercial Wind Energy Facility;

WHEREAS, Lincoln Land Wind, LLC has submitted an application to Morgan County seeking a Siting Approval Permit to construct and operate the Lincoln Land Commercial Wind Energy Facility;

THEREFORE, Lincoln Land Wind, LLC submits the following Drainage Repair and Remediation Plan to the Morgan County Engineer for review and approval pursuant to Section VII.F. of the Ordinance.

1. Definitions

All capitalized terms used in this Drainage Repair and Remediation Plan ("**Plan**") shall have the definition used for them in the Agricultural Impact Mitigation Agreement ("**AIMA**") entered into between Lincoln Land Wind, LLC ("**Lincoln Land**") and the Illinois Department of Agriculture on _____. Definitions of certain of those terms used in the Plan are provided below:

"**Best Efforts**" – Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.

"**Commercial Wind Energy Facility**" – A wind energy conversion facility of equal or greater than 500 kilowatts in total nameplate generating capacity.

"**Construction**" – The installation, preparation for installation and/or repair of a Commercial Wind Energy Facility.

"**Deconstruction**" – The removal of a Commercial Wind Energy Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.

"**Department**" – The Illinois Department of Agriculture.

"**Landowner**" – Any person with an ownership interest in property that is used for agricultural purposes and that is a party to an Underlying Agreement.

"**Professional Engineer**" – An engineer licensed to practice engineering in the State

of Illinois, and who is determined to be qualified to perform the work described herein by mutual agreement of the County and the Commercial Wind Energy Facility Owner.

"**Soil and Water Conservation District**" – A local unit of government that provides technical and financial assistance to eligible landowners for the conservation of soil and water resources.

"**Underlying Agreement**" – The written agreement with a Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Commercial Wind Energy Facility on the property of the Landowner.

"**Underground Cable**" – Electrical power lines installed below grade to be utilized for conveyance of power from the wind turbine(s) to the wind facility substation.

2. Pre-Construction Activities

A. **Identify Tile Lines**.

(i) Lincoln Land will work with the Landowners to identify the tile lines traversing the property included within the Underlying Agreement.

(ii) To ensure all drainage tiles have been located, reasonable measures should be made to locate all existing tile in the vicinity of the private access roads by exploratory trench or other appropriate methods.

B. **Pre-Construction Plans**

(i) All tile lines identified pursuant to Section 2(a)(i) and (ii) will be shown on the Construction and Deconstruction site plans submitted to the County prior to Construction ("**Site Plans**"), and the locations of tile lines so identified shall be staked or flagged prior to Construction or Deconstruction to alert Construction and Deconstruction crews to the possible need for tile line repairs.

(ii) To the extent practicable, there will be a minimum of one foot of separation between the tile line and the Underground Cable whether the Underground Cable passes over or under a tile line, and such separation will be shown on the Site Plans.

3. Construction/Deconstruction Phase

A. **Tile Line Repair Standards**

(i) If underground drainage tile is damaged by Construction or

Deconstruction activities, it shall be repaired in a manner that assures the drainage tile's proper operation at the point of repair.

(ii) Where tile lines are severed by an excavation trench, repairs shall be made using the Department's Drain Tile Repairs, Figures 1 and 2. Copies of Figures 1 and 2 are attached hereto.

(iii) If the tile line was damaged as part of the excavation for installation of an Underground Cable, the Underground Cable will be installed with a minimum one foot clearance below or over the tile line to be repaired or otherwise to the extent practicable.

(iv) The original tile line alignment and gradient shall be maintained to the greatest extent possible. If the tile needs to be relocated, the installation angle may vary due to site specific conditions and Landowner recommendations. A laser transit shall be used to ensure the proper gradient is maintained. A laser operated tiling machine shall be used to install or replace tiling segments of 100 linear feet or more.

B. **Tile Line Repair Procedures**

(i) Lincoln Land will comply with the following procedures when repairing damages caused to drainage tiles:

(1) (a) record the date that the damage occurred, if observed by Lincoln Land, and the date the damage was reported, if reported by a Landowner; (b) record the Global Positioning Systems (GPS) coordinates of broken tile; (c) complete an inspection form indicating that the tile has been damaged; and (d) log the form.

(2) Take a "before" photograph of the broken tile.

(3) Make repairs to the tile using methods prescribed by this Plan (to be determined on a case by case basis).

(4) Take an "after" photograph of the repaired tile.

(5) Provide all photographs and forms to Lincoln Land's Operations and Maintenance facility.

(6) Upon request, information about the tile repair will be provided to the impacted Landowner and Morgan County.

C. **Tile Line Repair Process and Schedule**

(i) Tile lines that are damaged, cut, or removed shall be staked or flagged

with stakes or flags placed in such a manner they will remain visible until the permanent repairs are completed.

(ii) If water is flowing through any damaged tile line, Lincoln Land shall utilize Best Efforts to immediately, upon discovery or notification, repair the tile line in a temporary manner until such time as Lincoln Land can make permanent repairs.

(iii) All permanent tile line repairs must be made within 14 days of identification or notification of the damage; provided, however, if the tile lines are dry and water is not flowing, temporary repairs may be made if the permanent repairs cannot be completed within 14 days due to weather or soil conditions. As soon as practical, exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials or animals into the tile lines.

4. Post-Construction Phase

A. **Restoration and Tile Line Repair Obligations**

(i) Following Construction and/or Deconstruction activities, Lincoln Land will utilize best practices to restore the drainage in the area to the condition it was in before commencement of the Construction/Deconstruction activities.

(ii) Following completion of the work, Lincoln Land will be responsible for correcting all tile line repairs that fail due to Construction and/or Deconstruction activities, provided those repairs were made by Lincoln Land.

(iii) Notwithstanding Sections 4(A)(i) and (ii), for those Landowners that request to perform the tile line repairs themselves, Lincoln Land shall offer the Landowners the area commercial rate for their machinery and labor costs and Lincoln Land will not be responsible for such tile line repairs.

B. **Dispute Resolution**

(i) If the Landowner and Lincoln Land cannot agree upon a reasonable method of permanent tile line repair, Lincoln Land may – but is not required to – implement the recommendations of the Morgan County Soil and Water Conservation District and such implementation will be deemed to have resolved the dispute. If Lincoln Land chooses not to implement the recommendations of the Morgan County Soil and Water Conservation District, it shall engage a Professional Engineer acceptable to Landowner and at Lincoln Land's sole cost and expense to inspect the site and

recommend a method of repair in accordance with the specifications set forth in this Plan. The Professional Engineer's recommendation shall be binding on Lincoln Land and the Landowner, and shall be implemented by Lincoln Land.

C. **Final Site Plans**

(i) Lincoln Land shall update the Site Plans with any underground field drainage tiles encountered during construction and not previously included in the Site Plans.

(ii) Lincoln Land will provide such updated Site Plans to Morgan County at any time during construction upon reasonable request, and shall deliver to Morgan County the final Site Plans after completion of Construction. In addition, following completion of construction, Lincoln Land will provide all affected Landowners with a copy of the portion of updated Site Plans showing tile repairs on their property with GPS coordinates identified as the electric cable crosses said property.

(iii) After Construction, in accordance with the AIMA, Lincoln Land will provide the Department with "as built" drawings (strip maps) showing the location of all tile lines by survey station encountered during Construction so that the Department may distribute the drawings and GPS tile line repair coordinates to the Morgan County Soil and Water Conservation District for the purpose of assisting Landowners with future drainage needs.

Appendix 18 – Financial Assurance

DECOMMISSIONING BOND

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, and [_____], a [_____] duly organized under the laws of the State of [_____], as Surety, are held and firmly bound unto XXXXXXXX County, as Obligee, in the sum of $_____ lawful money of the United States, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS, pursuant to the _____ Ordinance (the "Ordinance") which Ordinance sets forth the terms and conditions which govern the development, construction and operation of wind energy facilities in _____, and which Ordinance is hereby specifically referred to and made part hereof, and

WHEREAS, the Ordinance requires the submission of a bond guaranteeing the removal of the wind power facility and its related structures and restoration of the surrounding soil and vegetation at the site of the wind power facility located at _____ (the "Facility") at the end of the Facility's useful life.

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall perform in accordance with the aforesaid Resolution and indemnify the Obligee against all loss caused by Principal's breach of any ordinance or agreement relating to the removal or restoration of the Facility, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled as set forth below.

Notwithstanding the provisions of the agreement, the term of this bond shall apply from _____ day of _____20[__] until ____ day of _____and may be extended by the Surety by a continuation certificate, however, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof.

THIS BOND may be cancelled by the Surety by giving thirty (30) days written notice by certified mail to the Obligee. Such cancellation shall not affect any liability the Surety may have or incurred under this bond prior to the effective date of the termination.

THIS BOND is signed, sealed, dated on the _____day of _____, _____.
This bond is effective the _____ day of _____, _____

_____

By:_____

_____

By:_____
, Attorney-in-Fact

ROAD MAINTENANCE SURETY BOND - 2B
BOND NO.:_____

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____
herein called "Principal" whether one or more, and *****_____
_____
a corporation duly authorized to do a surety business within the State of Florida, herein called "Surety", are held and firmly bound unto the County of Sarasota, a political subdivision of the State of Florida, hereinafter called "The County", for the use of said obligee and all persons supplying the Principal or his contractors or subcontractors, or some or any of them, with labor, services, materials and/or supplies used directly or indirectly in and about the construction of all road improvements required by the County of Sarasota under any ordinances and regulations thereof, for or in connection with the approval of the plat of that certain subdivision more particularly hereinafter described which improvements may consist of, but are not necessarily limited to, paving, curbing, grading, filling, storm sewers, sanitary sewers, water systems, catch basins, headwalls, pipe lines, or other similar improvements, whether specifically mentioned herein or not and whether particularly described by any attached schedules or not, in the full and just sum of_____
_____Dollars ($_____)
lawful money of the United States of America, said sum being twenty percent (20%) of the construction cost of the improvements as estimated by a Registered Florida Engineer, to be paid unto said County, its successors and assigns, to which payment, well and truly to be made we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied to the County for approval of a construction plan for a certain road to be known as ******_____
and has agreed as a condition to the approval of said plan by said County to maintain the improvements as shown on the Plans and Specifications approved by and on file with the County for a period of <u>two (2) years after issuance of the FIRST LETTER.</u>

WHEREAS, it is a further condition for the approval of said plan by said County that this bond should be furnished to the County.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly repair and maintain all of said improvements to the original condition required by said County or any ordinances and regulations thereof, as amended, should the same because of defective materials, faulty engineering, faulty workmanship, weather or any other causes require such repair or replacement within two (2) years after final inspection and certification of completion (FIRST LETTER) of said improvements by the County then this obligation shall be void, otherwise remaining in full force and effect.

***[Insert name of Bonding Company and physical street address]**
****[Insert Subdivision name exactly as shown on the Plat]**

REVISED: 5/02

And the said Surety on this bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the work or to the plans, specifications and schedules covering the same, or in the term or mode of payment for the same, shall in anywise affect liability or payment under this bond, and it does hereby waive notice of any and all such changes, extensions of time, alterations and additions to the work or to the plans, specifications and schedules covering said work.

Whenever the Principal shall have failed or refused to repair or maintain the said work by the date hereinabove specified, or any subsequent extension date agreed to by the Principal and the County, the County may declare the Principal to be in default and the Surety may promptly remedy the default, or shall promptly:

1) Complete the said repair or maintenance work in accordance with the specifications and schedules covering said work and such approved additions, amendments or alterations as may be made in the plans, specifications and schedules covering said work, or

2) Obtain a bid or bids for submission to the County for completion of said work in accordance with the plans, specifications and schedules covering said work, and such approved additions, amendments or alterations as may be made in the plans, specifications and schedules for said work, and upon determination by the County and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the County, and pay to such bidder as work progresses (even should there be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) the funds required to pay the cost of completion of said repair or maintenance work as herein described.

The County shall be entitled to its reasonable attorneys' fees and costs in any action at law or equity, including appellate court actions, to enforce the County's rights under this bond.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly executed on the ____ day of _____, 20__.

ATTEST:

By:_____
(Signature)

_____
(Printed Name & Title)

FULL NAME OF PRINCIPAL

By:_____
(Signature of Pres. Or V.P.)

_____
(Printed Name & Title)

ATTEST:

By:_____
(Signature)

_____
(Printed Name and Title)

FULL NAME OF SURETY

By:_____
(Signature)

_____
(Printed Name & Title)
As: Agent & Attorney in Fact

Approved as to Form

_____
County Attorney

REVISED: 5/02

NOTE: Where the Principal is an individual, the bond shall be signed as follows:

ATTEST:	FULL NAME OF PRINCIPAL
By:_____ (Signature)	By:_____ (Signature of Pres. Or V.P.)
_____ (Printed Name & Title)	_____ (Printed Name & Title)

NOTE: Where the Principal is a partnership, the bond shall be signed as follows:

ATTEST:	FULL NAME OF PARTNERSHIP
By:_____ (Signature)	By:_____ (Signature of Pres. Or V.P.)
_____ (Printed Name & Title)	_____ (Printed Name & Title) As: Partner

Appendix 19 – Railroad Easement

WIRE CROSSING CONTRACT (KCS Contract No. _____)

THIS AGREEMENT, made and entered into this __ day of ___, 2018, by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY,** a Missouri corporation, hereinafter referred to as "Railway Company", and Lincoln Land Wind, LLC, a Delaware limited liability company, to be addressed at c/o Apex Clean Energy, Inc., 310 4th Street NE, Suite 200, Charlottesville, VA 22902, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee desires to construct and maintain wires, hereinafter described, across the right-of-way and tracks of Railway Company and across the telephone, telegraph, signal and other wires of Railway Company and The Western Union Telegraph Company, the latter wires being hereinafter referred to as "Company wires";

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **PERMIT FOR CROSSING:** For the sole convenience and accommodation of Licensee, at its sole risk and expense, and in consideration of the covenants of Licensee hereinafter set forth, Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee to construct, maintain and operate a crossing (herein referred to as wire crossing), the course of the wire crossing being described as follows:

> ____ wire line crossing Railway Company right-of-way and tracks at Mile Post ___ (___ Subdivision), ___ (___ County), __, as indicated on print of drawing no. 18-___ dated __-__-2018, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this License are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. **SPECIFICATIONS:** Licensee's wire carrier crossing shall be encased in a __" x __' __ casing pipe having a minimum wall thickness of ___" and shall be placed at a depth of not less than __' below the base of the rail in the tracks of the Railway Company, nor less than a minimum of __' below the ditch and all other points upon the right of way. The Licensee shall safeguard its wire at the points where the same enter and leave said casing so as not to obstruct the right of way or endanger persons or trains or the passage of persons over said right of way. The Licensee shall protect its wire at the points where the same enters and leaves said casing, so as to afford no obstruction or risk to trains or the passage of persons over said right-of-way.

Locations of the wire crossing shall be marked and markers maintained and plainly visible at the right-of-way lines. Installation shall be by ____ method and no boring or excavation shall occur within Railway Company's right of way, nor shall any boring occur in the track embankment. The angle of the wire crossing beneath Railway Company's property and tracks shall be no less than __°.

3. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's

SAMPLE

work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work. Licensee's request must be delivered to Scheduling Agent by contacting Bartlett & West at 785-228-3101 to leave a message and/or by sending an email to kcscrossings@bartwest.com.

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee

SAMPLE

shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

4. **POLES:** Licensee shall not erect or cause to be erected any poles, anchors or guy wires upon the right-of-way of Railway Company except as indicated upon the attached Exhibit A, and which poles, anchors and guy wires shall not be placed nearer than twelve (12) feet from the nearest rail of any main track or nearer than nine (9) feet from the nearest rail of any side track.

5. **ADOPT MODERN METHODS:** Licensee shall, at all times, at its own expense, adopt and maintain the most effective system and use the best known and most effective methods approved by Railway Company to protect the property of Railway Company, including Company wires, from interference and physical hazard.

6. **MAINTENANCE:** Licensee shall maintain the wire crossing to conform to the requirements of Section 2 hereof, and shall make frequent inspections of the crossing for that purpose. If it shall come to the attention of Railway Company that the same is not being so maintained, Licensee will, on written request of Railway Company, at any time, promptly make such renewals or repairs in wire crossing as shall be designated by Railway Company, and if Licensee fails within ten (10) days to comply with such request, Railway Company may make such renewals and repairs, the cost of which Licensee agrees to pay, or Railway Company may, at its option, wholly remove the crossing wires, and the supporting structures, conduits and appurtenances from the right-of-way.

7. **ADDITIONAL WIRES OF LICENSEE** In the event Licensee desires to install additional wires at the crossing in the locations hereinbefore described on the same poles, or towers, or in the same conduits, hereinbefore provided for, Licensee shall first obtain Railway Company's written consent for the construction or installation of such additional wires.

8. **CHANGES HEREAFTER MADE BY RAILWAY COMPANY:** If at any time during the term of this Agreement, it shall become necessary for Railway Company to build additional track or tracks, depots, yards, or any other structure that may be necessary in connection with the operation and maintenance of Railway Company, or to change the grade or location of its track or tracks, or if changes in or additions to Company wires or poles used in connection therewith shall become necessary, or if it shall become necessary to do any work to comply with the requirements of Railway Company, or with the demands which may hereafter by law be prescribed with reference to the crossing, Licensee shall, at its own cost and expense, within thirty (30) days after receipt of written notice from Railway Company so to do, relocate, rearrange, reconstruct or revise the wire crossing in such manner as to conform to the requirements of Railway Company.

9. **CONSIDERATION, INDEMNITY: IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, LICENSEE ASSUMES AND AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS RAILWAY COMPANY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS, REPRESENTATIVES, AND OTHER COMPANIES OPERATING TRAINS OVER ITS TRACKS FROM ANY CLAIMS OR DEMANDS (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) (INCLUDING LEGAL FEES AND COURT COSTS) MADE BY ANY AND ALL PERSONS FOR ACCIDENTS, INJURIES OR LOSSES ARISING FROM OR GROWING OUT OF THE PRESENCE, USE OR OPERATION OF LICENSEE'S POLES, TOWERS, WIRES AND APPURTENANCES ON RAILWAY COMPANY'S RIGHT-OF-WAY, OR FROM THE ESCAPE OF CURRENT THEREFROM, OR FROM THE BREACH OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT BY LICENSEE, AND FROM ANY PAYMENTS WHICH RAILWAY COMPANY AND OTHER COMPANIES, OR ANY OF THEM, MAY MAKE TO ITS OR THEIR EMPLOYEES AND THEIR BENEFICIARIES, OR ANY OF THEM UNDER THE PROVISIONS OF ANY COMPENSATION LAW OR OTHER SIMILAR LAW OR UNDER THE PROVISIONS OF ANY PLAN FOR EMPLOYEES' BENEFITS ADOPTED BY RAILWAY COMPANY AND OTHER COMPANIES, OR ANY OF THEM, IN**

SAMPLE

SETTLEMENT FOR ACCIDENTS OR INJURIES ARISING FROM OR GROWING OUT OF THE FAILURE OF LICENSEE TO CONSTRUCT AND MAINTAIN THE WIRE CROSSING AS HEREIN PROVIDED. LICENSEE SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE AFOREMENTIONED COMPANIES AS PROVIDED IN THIS SECTION UNLESS SUCH LOSS ARISES OUT OF THE SOLE NEGLIGENCE OF THOSE COMPANIES.

LICENSEE RECOGNIZES THE DANGER INCIDENT TO THE OPERATION OF TRAINS OVER THE TRACKS OF RAILWAY COMPANY IN THE VICINITY OF THE WIRE CROSSING, AND AGREES TO ADOPT AND ENFORCE UPON ITS EMPLOYEES ENGAGED IN CONSTRUCTING, RECONSTRUCTING OR MAINTAINING THE WIRE CROSSING PROPER RULES AND REGULATIONS FOR THEIR SAFETY WHILE ON OR NEAR SUCH TRACKS, AND LICENSEE ASSUMES ALL LIABILITY FOR INJURIES TO ALL PERSONS ENGAGED IN SUCH WORK AND AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS RAILWAY COMPANY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS, REPRESENTATIVES AND OTHER COMPANIES OPERATING TRAINS OVER ITS TRACKS FROM ANY LIABILITY FOR SUCH INJURIES EXCEPT WHEN THE SAME IS CAUSED BY THE SOLE NEGLIGENCE OF RAILWAY COMPANY OR SUCH OTHER COMPANIES, ITS OR THEIR EMPLOYEES.

LICENSEE AGREES TO REIMBURSE AND PAY RAILWAY COMPANY, OR SUCH OTHER COMPANIES, ANY JUDGMENTS, COSTS, AND EXPENSES OR AMOUNTS PAID OUT IN SETTLEMENT, WHICH THEY OR ANY OF THEM MAY BE PUT TO OR MAY BE COMPELLED TO PAY ON ACCOUNT OF ANY CLAIMS ARISING UNDER LICENSEE'S DUTIES OF INDEMNIFICATION, SAVING AND HOLDING HARMLESS. THIS AGREEMENT IS MADE IN PART FOR THE BENEFIT OF OTHER COMPANIES OPERATING OVER RAILWAY COMPANY'S TRACKS AND ANY OF THE COMPANIES MAY SUE TO ENFORCE THE PROVISIONS HEREOF, EITHER JOINTLY OR SEVERALLY, AS THEIR INTERESTS MAY BE JOINT OR SEVERAL. NONE OF THE COMPANIES SHALL BE LIABLE FOR ANY DAMAGE (EXCEPT THAT WILLFULLY DONE) TO THE WIRE CROSSING, HOWEVER CAUSED.

It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five (25) feet from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five (25) feet. Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement.

10. **OTHERS NOT TO USE:** Licensee shall have no right to permit others to install wires in the crossing, but if done, then the obligations, duties and liabilities herein imposed upon Licensee shall be the same as to such wires, as though they were the wires of Licensee, and Railway Company shall retain all remedies against Licensee for breach of this Agreement.

11. **FEES:** Licensee agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of ____ AND NO/100 DOLLARS ($__.00) upon execution of this Agreement. Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

SAMPLE

12. **TAXES:** Licensee shall promptly pay all taxes, assessments and other governmental or municipal charges upon its property located upon the right-of-way of Railway Company and comply with all governmental or municipal rules and regulations covering the operation of electrical transmission lines of the character constructed, erected or operated hereunder.

13. **TERM:** The term of this Agreement shall be for a period of forty-tw0 (42) years, beginning on the date first written above, and will automatically renew at the end of the initial forty-two (42) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice.

This Agreement shall continue so long as the wire crossing does not materially interfere with the property or the development, enlargement or improvement of the property of Railway Company, or in the reasonable opinion of the Chief Engineer of Railway Company, the wire crossing does not constitute a hazard to Railway Company's property or employees.

Neither the service of the notice herein provided for, nor the termination of this Agreement shall operate in any manner whatsoever to relieve or release Licensee from any obligations or liability to Railway Company theretofore accruing under the terms hereof.

Upon the termination of this Agreement in any manner Licensee shall immediately remove its property from the right-of-way, and in the event of its failure so to do, Railway Company may remove the same at the cost of Licensee.

Rights herein granted are personal and may not be assigned without Railway Company's written consent. However, the provisions of this Agreement shall be binding upon the successors and assigns of both of the parties.

14. **INTERFERENCE:** If the operation or maintenance of the wire crossing shall at any time cause interference, including, but not limited to, physical interference from electromagnetic induction, electrostatic induction, or from stray or other currents with the facilities of Railway Company or of any lessee or licensee of Railway Company, or in any manner interferes with the operation, maintenance or use by Railway Company of its right-of-way, tracks, structures, pole lines, signal and communication lines, radio or other equipment, devices, other property or appurtenances thereto, Licensee agrees immediately to make such changes in its own lines and furnish such protective devices to Railway Company and its lessees or licensees as shall be necessary in the reasonable judgment of Railway Company's representative to eliminate such interference. The cost of such protective equipment and its installation shall be borne solely by Licensee.

In the event that the methods above set forth fail to eliminate such interference, and it is deemed reasonably necessary by the proper officer of Railway Company having jurisdiction therein that any or all facilities of Railway Company or of any lessee or licensee thereof shall be relocated, reconstructed or otherwise changed, the entire cost of such changes shall be borne by Licensee.

The current due to electrostatic effects shall not exceed 5.0 milliamperes, rms, to ground. In the event it is determined that such current, at any time, exceeds 5.0 milliamperes, rms, Railway Company shall have the right to require such installation or modification as may be necessary to reduce the current to 5.0 milliamperes, rms, or less, and the entire cost of the installation or modification shall be borne by Licensee.

15. **ENVIRONMENTAL CLAUSE:** Licensee shall not permit hazardous waste, hazardous substances or hazardous materials on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or

SAMPLE

emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement during Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL INDEMNIFY, SAVE AND HOLD HARMLESS RAILWAY COMPANY, ITS OFFICERS, EMPLOYEES, SERVANTS AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

FOR THE PURPOSES OF THIS ENVIRONMENTAL SECTION, LICENSEE AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS RAILWAY COMPANY, ITS OFFICERS, EMPLOYEES, SERVANTS AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE BREACH OF THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES UNDER SECTION 15 OF THIS AGREEMENT.

FOR THE PURPOSES OF THIS ENVIRONMENTAL SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATIONS OF INDEMNITY, SAVING AND HOLDING HARMLESS HEREUNDER PURSUANT TO THIS SECTION SHALL BE STRICT AND ABSOLUTE, AND SHALL REMAIN IN FULL FORCE AND EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

16. **REQUIRED INSURANCE:** So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability, and contractual liability insurance with minimum limits of two million dollars ($2,000,000.00) per occurrence, four million dollars ($4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars ($1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company’s property. Licensee must also provide Railroad Protective Liability

SAMPLE

Insurance naming the Railway Company as the Insured with coverage of at least two million dollars ($2,000,000.00) per occurrence and six million dollars ($6,000,000.00) aggregate. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee, reasonably satisfactory in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee's liability to the Railway Company to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

17. **EEO REQUIREMENT**. THE PARTIES HEREBY INCORPORATE THE REQUIREMENTS OF 41 CFR §§ 60-1.4(A), 60-300.5(A), AND 60-741.5(A) AND 29 CFR SECTION PART 471, APPENDIX A TO SUBPART A, IF APPLICABLE. THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN. MOREOVER, THESE REGULATIONS REQUIRE THAT COVERED PARTIES TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT INDIVIDUALS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, PROTECTED VETERAN STATUS, OR DISABILITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: _____
Srikanth Honnur, P.E.

Title: Track and Bridge Construction Director

Date: _____

_____

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

Lincoln Land
Siting Permit Application

BOOK II

Parcel ID	Auditor Landowner Name	Agreen	Mailing Address 1	Mailing City	Mailing	Mailing Zip	Abbreviated Legal
1004300002	Spradlin Robert	Lease	2581 Wheeler Rd	ALEXANDER	IL	626017096	490537 5-1-96 46,250
1121400009	Robert Spradlin	Lease	2581 Wheeler Rd	Alexander	IL	626017096	SW SW 21-15-8
1121400011	Robert A Spradlin	Lease	2581 Wheeler Rd	Alexander	IL	626017096	PT E 1/2 SE SE 21-15-8
1128200007	Robert Spradlin	Lease	2581 Wheeler Rd	Alexander	IL	626017096	W 17.91A OF N PT NE EXC FOR HWY 32-15-8
1505400003	Robert Spradlin	Lease	2581 Wheeler Rd	Alexander	IL	626017096	DOC-491676 2-11-00 327,699 B/R
1508100003	Robert Spradlin	Lease	2581 Wheeler Rd	Alexander	IL	626017096	NW 2 PARCELS DOC-491676 2-11-00 327,699 B/R
1508200004	Michael Joann Johnson	Lease	3015 Kenny Rd	Franklin	IL	626385104	RNG/BLK:8 TWP:14 SECT/LOT:8 W 1/2 W 1/2 NE
1518300006	Michael R Johnson Joann Johnson	Lease	3015 Kenny Rd	Franklin	IL	626385104	NW COR NE SW
1414300004	Hoelzer Farms Llc	Lease	1303 S Wiggins Ave	Springfield	IL	627043365	RNG/BLK:9 TWP:14 SECT/LOT:14 E 1/2 SW EXC 3.07A N END DOC-444389 1-10-95 214,200
1419100001	Hoelzer Farms Llc	Lease	1303 S Wiggins Ave	SPRINGFIELD	IL	627043365	RNG/BLK:9 TWP:14 SECT/LOT:19 PT NW DOC-455244 4-15-96 300,300
1429100003	Hoelzer Farms Llc	Lease	1303 S Wiggins Ave	SPRINGFIELD	IL	627043365	RNG/BLK:9 TWP:14 SECT/LOT:29 S END W 1/2 NW DOC-491361 1-20-00 180,000 2
1429300001	Hoelzer Farms Llc	Lease	1303 S Wiggins Ave	SPRINGFIELD	IL	627043365	RNG/BLK:9 TWP:14 SECT/LOT:29 NW SW DOC-491361 1-20-00 180,000 2
1516300002	Hoelzer Farms Llc	Lease	1303 S Wiggins Ave	Springfield	IL	627043365	RNG/BLK:8 TWP:14 SECT/LOT:16 E 1/2 SW
1412300002	Estate of Donald R Johnson et al	Lease	414 Main St	Franklin	IL	626385167	RNG/BLK:9 TWP:14 SECT/LOT:12 E 1/2 SW DOC-479380 10-9-98 QC 8
1517100001	Estate of Donald R Johnson et al	Lease	414 Main St	Franklin	IL	626385167	RNG/BLK:8 TWP:14 SECT/LOT:17 NW NW DOC-479380 10-9-98 QC 8
1509400001	Estate of Donald R Johnson et al	Lease	414 Main St	Franklin	IL	626385167	RNG/BLK:8 TWP:14 SECT/LOT:9 W 1/2 SE EXC NE COR DOC-479380 10-9-98 QC 8
1413200001	Estate of Donald R Johnson et al	Lease	414 Main St	Franklin	IL	626385167	RNG/BLK:9 TWP:14 SECT/LOT:13 N 1/2 NE DOC-479380 10-9-98 QC 8
1409300006	Wood Craig	Lease	6110 Sugar Bush Dr	MAGNOLIA	TX	773545390	RNG/BLK:9 TWP:14 SECT/LOT:9 PT SW SW PT SE SW DOC-459565 9-3-96 QC 2
1416100007	Wood Craig	Lease	6110 Sugar Bush Dr	MAGNOLIA	TX	773545390	RNG/BLK:9 TWP:14 SECT/LOT:16 ALL THAT PT E 1/2 NW EXC S 20.91A & E SD W1/2 NW LYING N OF QRR AND S OF UNION BAPIST ROAD
1416100010	Wood Craig	Lease	6110 Sugar Bush Dr	MAGNOLIA	TX	773545390	E SD OF W1/2 NW LYING N OF QRR & S OF UNION BAPTIST ROAD 16-14-9
1409300005	Bergschneider Richard	Lease	2716 Union Baptist Rd	FRANKLIN	IL	626385148	RNG/BLK:9 TWP:14 SECT/LOT:9 S PT NE SW DOC-487555 4-9-84 300,000 2
1409400003	Bergschneider Richard	Lease	2716 Union Baptist Rd	FRANKLIN	IL	626385148	RNG/BLK:9 TWP:14 SECT/LOT:9 S END W 1/2 SE DOC-487555 4-9-84 300,000 2
1410100001	Bergschneider Richard L	Lease	2721 Union Baptist Rd	FRANKLIN	IL	626385148	RNG/BLK:9 TWP:14 SECT/LOT:10 W SD NW LYING S OF RD
1410100002	Bergschneider Richard L Bergschneide	Lease	2716 Union Baptist Rd	FRANKLIN	IL	626385148	RNG/BLK:9 TWP:14 SECT/LOT:10 NE NW EXC W 10A AND 1A SE COR
1410100003	Bergschneider Richard L Bergschneide	Lease	849 Contrary Ln	WAVERLY	IL	626926037	RNG/BLK:9 TWP:14 SECT/LOT:10 MID PT NW LYING S OF RD
1410200003	Bergschneider Richard Lee	Lease	2716 Union Baptist Rd	FRANKLIN	IL	626385148	RNG/BLK:9 TWP:14 SECT/LOT:10 S 1/2 SW NE DOC-392734 6-79 70,000
1410300003	Bergschneider Richard	Lease	2716 Union Baptist Rd	FRANKLIN	IL	626385148	RNG/BLK:9 TWP:14 SECT/LOT:10 E SD W 1/2 SW DD3-1946 5-76

1415100001	Bergschneider Richard L	Lease	2721 Union Baptist Rd	FRANKLIN	IL	626385148	RNG/BLK:9 TWP:14 SECT/LOT:15 W 1/2 NW AND W SD E 1/2 NW AND PT SW OF SECT 10 LYING S OF RD DD3-1946 5-76
1415100002	Bergschneider Richard L Bergschneide	Lease	2716 Union Baptist Rd	FRANKLIN	IL	626385148	RNG/BLK:9 TWP:14 SECT/LOT:15 NW EXC W 1912FT AND S 15FT
1415100003	Bergschneider Richard Lee	Lease	2716 Union Baptist Rd	FRANKLIN	IL	626385148	RNG/BLK:9 TWP:14 SECT/LOT:15 PT NW AND PT E 1/2 SW LYING S OF ROAD
1415200001	Bergschneider Richard L Bergschneide	Lease	2716 Union Baptist Rd	FRANKLIN	IL	626385148	RNG/BLK:9 TWP:14 SECT/LOT:15 W 1/2 W 1/2 NE EXC S 15FT
1422400005	Rees William Trust	Substa	783 Rees Station Rd	FRANKLIN	IL	626385122	RNG/BLK:9 TWP:14 SECT/LOT:22 PT E 1/2 SE EXC 1 30A MID PT
1422200005	Rees Edith Trust	Substa	783 Rees Station Rd	FRANKLIN	IL	626385122	S END SE NE DOC-442272 10-6-94 150,000 2 22-14-9
1023400006	Gary E Strawn Vicki E Strawn	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:23 PT SE
1026200008	Gary E Strawn Vicki E Strawn	Lease	2900 Old 36	Alexander	IL	626017030	RNG/BLK:9 TWP:15 SECT/LOT:26 PT NE
1025100003	Gary E Strawn	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:25 S END W 1/2 NW
1026200004	Gary E Strawn	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:26 PT S END E 1/2 NE
1023400005	Strawn Elmer G Elmer Strawn Sept 85	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:23 PT SE
1024100006	Strawn Elmer G Elmer Strawn Sept 85	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:24 W 1/2 NW LYING S OF HIGHWAY DD7-1565-67 9-85
1024300001	Strawn Elmer Elmer Strawn Sept 85 Tr	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:24 W 1/2 SW
1025100001	Strawn Elmer Elmer Strawn Sept 85 Tr	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:25 N END W 1/2 NW
1026200010	Strawn Elmer Elmer Strawn Sept 85 Tr	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:26 PT NE LYING N OF HARD ROAD
1120100009	Meado Lester & Renee	Lease	1487 Cockin Rd	Alexander	IL	62601	PT N 1/2 NW 20-15-8
1120100010	Meado Lester & Renee	Lease	1487 Cockin Rd	Alexander	IL	62601	PT N 1/2 NW 20-15-8
1120100014	Meado Lester & Renee	Lease	1487 Cockin Rd	Alexander	IL	62601	PT N 1/2 NW 20-15-8
1117200007	Meado Lester J & Bonnie L Meado Nov	Lease	1592 Cockin Rd	Alexander	IL	626017075	PT N 1/2 NE 17-15-8
1118400002	Meado Lester J & Bonnie L Meado Nov	Lease	1592 Cockin Rd	Alexander	IL	626017075	RNG/BLK:8 TWP:15 SECT/LOT:18 N 1/2 OF E 1/2 OF SE
1118400003	Meado Lester J & Bonnie L Meado Nov	Lease	1592 Cockin Rd	Alexander	IL	626017075	RNG/BLK:8 TWP:15 SECT/LOT:18 S 1/2 E 1/2 SE
1119200006	Meado Lester J & Bonnie L Meado Nov	Lease	1592 Cockin Rd	Alexander	IL	626017075	RNG/BLK:8 TWP:15 SECT/LOT:19 NE NE EXC 9.44A FOR FA 408 & ALL THAT PT NE NE N OF INT 72 19-15-8
1120100006	Meado Lester J & Bonnie L Meado Nov	Lease	1592 Cockin Rd	Alexander	IL	626017075	RNG/BLK:8 TWP:15 SECT/LOT:20 W SD N 1/2 NW
1120100011	Meado Lester J & Bonnie L Meado Nov	Lease	1592 Cockin Rd	Alexander	IL	626017075	E 34 A S 1/2 NW 20-15-8
11-17-300-005	Bonnie Meado	Lease	1592 Cockin Rd	Alexander	IL	626017075	RNG/BLK:8 TWP:15 SECT/LOT:17 E 53A OF THE N 1/2 OF SW
11-17-300-007	Meado Lester J & Bonnie L Meado Nov	Lease	1592 Cockin Rd	Alexander	IL	626017075	RNG/BLK:8 TWP:15 SECT/LOT:17 E 26.08A S 1/2 SW
1117300003	Bonnie Meado	Lease	1592 Cockin Rd	Alexander	IL	626017075	RNG/BLK:8 TWP:15 SECT/LOT:17 200FT SQ SE COR SW DOC-480720 10-15-98 QC
11-17-300-004	Bonnie Meado	Lease	1592 Cockin Rd	Alexander	IL	626017075	RNG/BLK:8 TWP:15 SECT/LOT:17 W 27A OF THE N 1/2 OF SW
11-17-300-008	Bonnie Meado	Lease	1592 Cockin Rd	Alexander	IL	626017075	RNG/BLK:8 TWP:15 SECT/LOT:17 E 52.08A S 1/2 SW EXC .92A SE COR
1409200003	Gordon William A Gordon Katherine A S	Lease	1038 Ed Gordon Rd	FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:9 S END E 1/2 NE
1409400002	Gordon William A Gordon Katherine A S	Lease	1038 Ed Gordon Rd	FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:9 N END E 1/2 SE
1409400004	Gordon William A Gordon Katherine A S	Lease	1038 Ed Gordon Rd	FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:9 S END E 1/2 SE
1410100009	Gordon William A Gordon Katherine A S	Lease	1038 Ed Gordon Rd	FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:10 S 1/2 SW NW EXC E 13-50A
1410100010	Gordon William A Gordon Katherine A S	Lease	1038 Ed Gordon Rd	FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:10 E 13.50A OF S 1/2 SW NW DD7-3291 7-86
1410300001	Gordon William A Gordon Katherine A S	Lease	1038 Ed Gordon Rd	FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:10 PT W PT W 1/2 SW

1410300002	Gordon William A Gordon Katherine A S	Lease	1038 Ed Gordon Rd	FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:10 PT W 1/2 SW
1132300004	Bernice L Bergschneider	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:32 S 1/2 SW DOC-496495 7-12-00 TRUST DEED
1422200004	Hamilton Gina	Lease	520 Stewart Rd	FRANKLIN	IL	626384953	RNG/BLK:9 TWP:14 SECT/LOT:22 SE NE DOC-460474 10-21-96 145,270 2
1422200006	Hamilton Gina	Lease	520 Stewart Rd	FRANKLIN	IL	626384953	RNG/BLK:9 TWP:14 SECT/LOT:22 N END SE NE DOC-442275 10-6-94 75,000 2
1423100004	Gina Hamilton	Lease	520 Stewart Rd	Franklin	IL	626384953	RNG/BLK:9 TWP:14 SECT/LOT:23 MID PT SW NW AND W 1/2 W 1/2 E 1/2 NW DOC-460474 10-21-96 145,270
1423100006	Gina Hamilton	Lease	520 Stewart Rd	Franklin	IL	626384953	RNG/BLK:9 TWP:14 SECT/LOT:23 N END SW NW AND W 1/2 W 1/2 E 1/2 NW DOC-442275 10-6-94 75,000 2
1007100002	Wohlers Ralph A Wohlers Thelma M	Lease	613 Wohlers	FRANKLIN	IL	626385099	RNG/BLK:9 TWP:15 SECT/LOT:7 E 1/2 NW N 80A
1433300003	Wohlers Ralph A Wohlers Thelma M	Lease	613 Wohlers	FRANKLIN	IL	626385099	RNG/BLK:9 TWP:14 SECT/LOT:33 SE SW S FARM 40A W OF HOUSE AND BLDG DOC-389802 12-88 322,300
1433300004	Wohlers Ralph A Wohlers Thelma M	Lease	613 Wohlers	FRANKLIN	IL	626385099	RNG/BLK:9 TWP:14 SECT/LOT:33 PT W 1/2 SW TODD - 80
1433400002	Wohlers Ralph A Wohlers Thelma M	Lease	613 Wohlers	FRANKLIN	IL	626385099	RNG/BLK:9 TWP:14 SECT/LOT:33 SW SE S FARM WITH BUILDINGS DOC-389802 12-88 322,300
1804100001	Wohlers Ralph A Wohlers Thelma M	Lease	613 Wohlers	FRANKLIN	IL	626385099	RNG/BLK:9 TWP:13 SECT/LOT:4 NW S FARM SE FIELD
1804200001	Wohlers Ralph A Wohlers Thelma M	Lease	613 Wohlers	FRANKLIN	IL	626385099	RNG/BLK:9 TWP:13 SECT/LOT:4 W SD NE S FARM SW FIELD
1804200004	Wohlers Ralph A Wohlers Thelma M	Lease	613 Wohlers	FRANKLIN	IL	626385099	RNG/BLK:9 TWP:13 SECT/LOT:4 E 1/2 NE EXC 4A IN SE COR & 4.02 IN SW COR THELMA AND BESSIES DOC-419078 7-92 102,980
0616300001	Awa Properties Lp	Lease	61 Crestwood Dr	Clayton	MO	631053020	RNG/BLK:8 TWP:16 SECT/LOT:16 SW DD6-1879-2009-10-11 5-83
0616400002	Awa Properties Lp	Lease	61 Crestwood Dr	Clayton	MO	631053020	RNG/BLK:8 TWP:16 SECT/LOT:16 S 1/2 SE DD7-4326 11-86
1416400007	Awa Properties Lp	Lease	61 Crestwood Dr	CLAYTON	MO	631053020	RNG/BLK:9 TWP:14 SECT/LOT:16 W END OF ALL THAT PT OF SE 1/4 S OF B N R R DD7-2389 3-86 225,250 2
1421200002	Awa Properties Lp	Lease	61 Crestwood Dr	CLAYTON	MO	631053020	RNG/BLK:9 TWP:14 SECT/LOT:21 W END NE DD7-2389 3-86 225,250 2
1434100002	Awa Properties Lp	Lease	61 Crestwood Dr	CLAYTON	MO	631053020	RNG/BLK:9 TWP:14 SECT/LOT:34 E 1/2 NW DD6-4285 5-84 216,000
1422400005	Rees William Trust	Lease	783 Rees Station Rd	FRANKLIN	IL	626385122	RNG/BLK:9 TWP:14 SECT/LOT:22 PT E 1/2 SE EXC 1 30A MID PT
1423300001	Rees William	Lease	783 Rees Station Rd	FRANKLIN	IL	626385122	RNG/BLK:9 TWP:14 SECT/LOT:23 W 1/2 SW AND W 1/2 W 1/2 E 1/2 SW
1427100014	Rees William	Lease		FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:27 PT E 1/2 NW DOC-431144 8-93
1427100019	Rees William	Lease		FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:27 W 1/2 NW EXC RR ROW DOC-431144 8-93
1422200005	Rees Edith Trust	Lease	783 Rees Station Rd	FRANKLIN	IL	626385122	S END SE NE DOC-442272 10-6-94 150,000 2 22-14-9
1423100005	Edith Rees	Lease	783 Rees Station Rd	Franklin	IL	626385122	RNG/BLK:9 TWP:14 SECT/LOT:23 S END SW NW AND W 1/2 W 1/2 E 1/2 NW DOC-442272 10-6-94 150,000 2
1427100016	Rees Edith	Lease	783 Rees Station Rd	FRANKLIN	IL	626385122	RNG/BLK:9 TWP:14 SECT/LOT:27 S END E 1/2 NW DOC-492634 3-30-00 WD
1427200004	Rees Edith	Lease	783 Rees Station Rd	FRANKLIN	IL	626385122	S END W 1/2 NE DOC-492634 3-30-00 WD 27-14-9
1427300004	Rees Edith	Lease	783 Rees Station Rd	FRANKLIN	IL	626385122	N PT E 1/2 SW DOC-492634 3-30-00 WD 27-14-9

1427400004	Rees Edith	Lease	783 Rees Station Rd	FRANKLIN	IL	626385122	N PT NW SE AND N PT W 1/2 E 1/2 SE DOC-492634 3-30-00 WD 27-14-9
1410400005	Rees Edith	Lease	783 Rees Station Rd	FRANKLIN	IL	626385122	RNG:9 TWP:14 SECT:10 E 59.22A OFF SE 10-14-9
1422400003	Rees Richard L Rees William M	Lease	758 Rees Station Rd	FRANKLIN	IL	626385121	RNG/BLK:9 TWP:14 SECT/LOT:22 PT E 1/2 SE WILL 99-P-99 08-99
1423300004	Rees Richard L Rees William M	Lease	758 Rees Station Rd	FRANKLIN	IL	626385121	RNG/BLK:9 TWP:14 SECT/LOT:23 SW COR SW SW WILL 99-P-99 08-99
1427100015	Rees William	Lease	2877 Woodson Franklin Rd	FRANKLIN	IL	626385140	RNG/BLK:9 TWP:14 SECT/LOT:27 PT E 1/2 E 1/2 NW
1427200006	Rees William	Lease	2877 Woodson Franklin Rd	FRANKLIN	IL	626385140	RNG/BLK:9 TWP:14 SECT/LOT:27 W 1/2 NE EXC RR AND HYWAY ROW 6.17A S END DOC-431144 8-93
1427200002	Rees Richard L	Lease	758 Rees Station Rd	FRANKLIN	IL	626385121	RNG/BLK:9 TWP:14 SECT/LOT:27 E 1/2 NE (.69A RT 104)
1427200005	Rees Richard L Diana	Lease	2877 Woodson Franklin Rd	FRANKLIN	IL	626385140	RNG/BLK:9 TWP:14 SECT/LOT:27 W 1/2 NE EXC RR AND HYWAY ROW 6.17A S END DOC-431144 8-93
1428200004	Rees Richard L Rees Diana G	Lease	758 Rees Station Rd	FRANKLIN	IL	626385121	RNG/BLK:9 TWP:14 SECT/LOT:28 E 1/2 NE LYING S OF RR DOC-460471 10-21-96 145,270
1410300008	Rees Beverly J	Lease	2751 Lukeman Rd	FRANKLIN	IL	626385052	ALL PT LYING N & E OF LUKEMAN RD RUN THRU E 1/2 SW 10-14-09
1410400004	Rees Beverly J	Lease	2751 Lukeman Rd	FRANKLIN	IL	626385052	PT SE 1/2 SW & PT E SW 10-14-09
1427100009	Rees Richard L Rees Diana G	Lease	758 Rees Station Rd	FRANKLIN	IL	626385121	RNG/BLK:9 TWP:14 SECT/LOT:27 PT SW COR NE NW DOC-458560 8-12-96
1515300006	James E Johnson Catherine A Johnson	Lease	5 Westview	Franklin	IL	626384906	N 25 A SW SW 15-14-8
1515400002	James E Johnson Catherine Ann Johns	Lease	5 Westview	Franklin	IL	626384906	RNG/BLK:8 TWP:14 SECT/LOT:15 E 1/2 SE
1009400004	Radkiewicz Robert Susan	Lease	2669 Old State Rd	JACKSONVILLE	IL	626506259	RNG/BLK:9 TWP:15 SECT/LOT:9 PT W 1/2 SE SE
1016200007	Radkiewicz Robert Susan	Lease	2669 Old State Rd	JACKSONVILLE	IL	626506259	RNG/BLK:9 TWP:15 SECT/LOT:16 PT W 1/2 NE NE AND PT N END SW NE
1016200018	Radkiewcz Robert Susan	Lease	2669 Old State Rd	JACKSONVILLE	IL	626506259	PT NE 16-15-9
1426300006	Birkett John T	Lease	2453 County Road 115n	HOMER	IL	61849	RNG/BLK:9 TWP:14 SECT/LOT:26 PT W1/2 SW EXCPT FOR .68 ACRES NE CORNER
1427400006	Birkett John T	Lease	2453 County Road 115n	HOMER	IL	61849	E 1/2 OF THE E 1/2 OF THE SE 1/4 EXCPT FOR THE N 5.17 A 27-14-9
1410100007	Ebrey John	Lease	113 E College Ave	JACKSONVILLE	IL	626502502	RNG/BLK:9 TWP:14 SECT/LOT:10 E SD SE NW
1410100008	Ebrey John Allen	Lease	1033 Orleans Rd	FRANKLIN	IL	626385093	RNG/BLK:9 TWP:14 SECT/LOT:10 E SD SE NW DD6-3173 12-83 10,500
1410300007	Ebrey John	Lease	113 E College Ave	JACKSONVILLE	IL	626502502	RNG/BLK:9 TWP:14 SECT/LOT:10 N END E 1/2 SW
1410400006	John Ebrey	Lease	113 E College Ave	Jacksonville	IL	626502502	RNG:9 TWP:14 SECT:10 W 42.565A OFF MID PT SE 10-14-9
1426200014	Ryan Charles Donald Joyce A	Lease	Po Box 297	WHITES CREEK	TN	371890297	PT SE NE & S1/2 NE NE D 26-14-09
1426200015	Ryan Charles Donald Joyce A	Lease	Po Box 297	WHITES CREEK	TN	371890297	PT E 1/2 E 1/2 26-14-9
1426400012	Ryan Charles Donald Joyce A	Lease	Po Box 297	WHITES CREEK	TN	371890297	RNG/BLK:9 TWP:14 SECT/LOT:26 PT N END E1/2 E1/2 SE LYING N RR ROW DOC-471567 12-97 209924 2
1506400003	James Edward Eck	Lease	Po Box 21	New Berlin	IL	626700021	E 1/2 SE 6-14-8
1133300001	Robert Lola Eck	Lease		New Berlin	IL	62670	RNG/BLK:8 TWP:15 SECT/LOT:33 N 1/2 SW
1133400001	Robert Lola Eck	Lease	1239 Sangamon Morgan County Rd	New Berlin	IL	626704321	RNG/BLK:8 TWP:15 SECT/LOT:33 N 1/2 SE
1401200001	Robert W Eck Lola A Eck	Lease	1239 Sangamon Morgan County Rd	New Berlin	IL	626704321	RNG/BLK:9 TWP:14 SECT/LOT:1 N 1/2 NE DD5-3426 11-80 64,000
1505300003	Robert William Lola A Eck	Lease	1239 Morgan Sangamon Line Rd	New Berlin	IL	62670	RNG/BLK:8 TWP:14 SECT/LOT:5 SW SW
1505300008	Robert William Lola A Eck	Lease	1239 Morgan Sangamon Rd	New Berlin	IL	62670	N 1/2 SE SW 05-14-08
1508100004	Robert W Eck Lola A Eck	Lease	1239 Sangamon Morgan County Rd	New Berlin	IL	626704321	RNG/BLK:8 TWP:14 SECT/LOT:8 PT SW NW BY WILL 8-21-98
1508300001	Robert William Lola A Eck	Lease	1239 Morgan Sangamon Rd	New Berlin	IL	62670	RNG/BLK:8 TWP:14 SECT/LOT:8 W 1/2 SW

1434200006	Bryant Gary L Bryant Bruce W	Lease	2764 Woodson Franklin Rd	FRANKLIN	IL	626385009	RNG/BLK:9 TWP:14 SECT/LOT:34 W 1/2 NE AND PT W SD SE NE
1435200005	Bryant Gary L Bryant Bruce W	Lease	2764 Woodson Franklin Rd	FRANKLIN	IL	626385009	RNG/BLK:9 TWP:14 SECT/LOT:35 W PT SW NE DOC-438597 5-5-94
1435200009	Bryant Gary L Bryant Bruce W	Lease	2764 Woodson Franklin Rd	FRANKLIN	IL	626385009	PT E PT SW NE 35-14-9
1434200005	Bryant Gary L Bryant Sandra R	Lease	2764 Woodson Franklin Rd	FRANKLIN	IL	626385009	RNG/BLK:9 TWP:14 SECT/LOT:34 PT E SD SE NE DOC-387128 8-88 56,024
1434200007	Bryant Gary L Bryant Sandra R	Lease	2764 Woodson Franklin Rd	FRANKLIN	IL	626385009	RNG/BLK:9 TWP:14 SECT/LOT:34 2.60A MID PT S END W 1/2 NE DOC-438598 5-5-94 QC
1003400005	Bruce R Harris Audrey M Harris	Good N	2778 Harris Rd	Jacksonville	IL	626506274	PT SE SE 3-15-9
1420200002	Milleson Carl W Milleson Trustee Broth	Lease	2235 Gobblers Rd	MURRAYVILLE	IL	626686049	RNG/BLK:9 TWP:14 SECT/LOT:20 E 1/2 NE NE
1421100001	Milleson Carl W & -executor Milleson Br	Lease	2235 Gobblers Rd	MURRAYVILLE	IL	626686049	RNG/BLK:9 TWP:14 SECT/LOT:21 NW NW AND 10A N SD SW NW
1421400002	Milleson Carl W Milleson Bros Trust 20	Lease	2235 Gobblers Rd	MURRAYVILLE	IL	626686049	RNG/BLK:9 TWP:14 SECT/LOT:21 E 1/2 SE
1421400003	Milleson Carl W Milleson Bros Trst -201	Lease	2235 Gobblers Rd	MURRAYVILLE	IL	626686049	RNG/BLK:9 TWP:14 SECT/LOT:21 PT W 1/2 SE
1422300001	Milleson Carl W Milleson Bros Trust-20	Lease	2235 Gobblers Rd	MURRAYVILLE	IL	626686049	RNG/BLK:9 TWP:14 SECT/LOT:22 W 1/2 SW EXC 1-66A RT 104
1015300002	Keltner Danny W Keltner Lynn A	Lease		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:15 E 1/2 SW DOC-487291 8-12-99 QC 2
1105400003	R Edward Suzanne Cowman	Lease	305 E Gibson St	New Berlin	IL	626706418	RNG/BLK:8 TWP:15 SECT/LOT:5 E SD OF MID PART OF W1/2
1105400004	R Edward Suzanne Cowman	Lease	305 E Gibson St	New Berlin	IL	626706418	RNG/BLK:8 TWP:15 SECT/LOT:5 W SD S END E SD E 1/2 93-P-248 11-93
1108200007	R Edward Suzanne Cowman	Lease	305 E Gibson St	New Berlin	IL	626706418	RNG/BLK:8 TWP:15 SECT/LOT:8 MID PT NE 93-P-248
1108200008	R Edward Suzanne Cowman	Lease	305 E Gibson St	New Berlin	IL	626706418	RNG/BLK:8 TWP:15 SECT/LOT:8 MID PT NE 93-P-248
1006300005	Wohlers Ralph A et al	Lease	613 Wohlers	FRANKLIN	IL	626385099	RNG/BLK:9 TWP:15 SECT/LOT:6 S 19A W 1/2 SW MOTHER'S - BAUMANN FARM
1007100005	Wohlers Ralph A et al	Lease	613 Wohlers	FRANKLIN	IL	626385099	RNG/BLK:9 TWP:15 SECT/LOT:7 E 1/2 SW AND N 33.27A OFF W 1/2 NW MOTHER'S HOME PLACE
1410300005	Bergschneider Robert H Bergschneider	Lease	849 Contrary Ln	WAVERLY	IL	626926037	RNG/BLK:9 TWP:14 SECT/LOT:10 PT E 1/2 SW
1006300004	Wohlers Beverly et al	Lease	Rr 3	JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:6 S 19A E 1/2 SW BAUMANN FARM CENTER OF ALL W OF OUR 2
1006400004	Wohlers Beverly et al	Lease		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:6 S 20A W 1/2 SE BAUMANN E END
1003400004	Harris Frank R	Lease	202 Hemlock St	PEKIN	IL	615542520	E SD S END SECT 3 EXCPT 1.17A AT RESIDENCE 3-15-9
1005400002	Harris Frank R	Lease	202 Hemlock St	PEKIN	IL	615542520	RNG/BLK:9 TWP:15 SECT/LOT:5 SW COR W 1/2 SE AND SE COR E 1/2 SW
1008100003	Harris Frank R	Lease	202 Hemlock St	PEKIN	IL	615542520	RNG/BLK:9 TWP:15 SECT/LOT:8 PT E 1/2 NW
1008200001	Harris Frank R	Lease	202 Hemlock St	PEKIN	IL	615542520	RNG/BLK:9 TWP:15 SECT/LOT:8 PT E 1/2 NE AND E SD W 1/2 NE
1009100001	Harris Frank R	Lease	202 Hemlock St	PEKIN	IL	615542520	RNG/BLK:9 TWP:15 SECT/LOT:9 W PT W 1/2 NW
1010200002	Frank R Harris	Lease	202 Hemlock St	Pekin	IL	615542520	RNG/BLK:9 TWP:15 SECT/LOT:10 E PT NE
1011100003	Frank R Harris	Lease	202 Hemlock St	Pekin	IL	615542520	RNG/BLK:9 TWP:15 SECT/LOT:11 PT W 1/2 NW (S OF RD)
1106300007	Ronald M Walpole	Lease	1662 State Highway 123	Alexander	IL	626017005	RNG/BLK:8 TWP:15 SECT/LOT:6 SW COR SW DD7-4521 12-86
1107100002	Ronald M Walpole Pamela S Walpole	Lease	1662 State Highway 123	Alexander	IL	626017005	RNG/BLK:8 TWP:15 SECT/LOT:7 PT W 1/2 NW DD5-248-49 4-79 50,000
1107100010	Ronald M Walpole	Lease	1662 State Highway 123	Alexander	IL	626017005	RNG/BLK:8 TWP:15 SECT/LOT:7 NW COR SW DD7-4521 12-86

1518300002A	Donald R Johnson Gene A Johnson	Lease	414 Main St	Franklin	IL	626385167	RNG/BLK:8 TWP:14 SECT/LOT:18 PT W END N END SW AND S END SW LYING N AND W OF RR DOC-479380 10-9-98 QC 8
1518300005A	Don R Johnson Gene A Johnson	Lease	414 Main St	Franklin	IL	626385167	RNG/BLK:8 TWP:14 SECT/LOT:18 E END N END SW DOC-479380 10-9-98 QC 8
1519100001A	Donald R Johnson Gene A Johnson	Lease	414 Main St	Franklin	IL	626385167	RNG/BLK:8 TWP:14 SECT/LOT:19 PT NW DOC-479380 10-9-98 QC 8
1518300002B	Donald R Johnson Gene A Johnson	Lease	414 Main St	Franklin	IL	626385167	RNG/BLK:8 TWP:14 SECT/LOT:18 PT W END N END SW AND S END SW LYING N AND W OF RR DOC-479380 10-9-98 QC 8
1518300005B	Don R Johnson Gene A Johnson	Lease	414 Main St	Franklin	IL	626385167	RNG/BLK:8 TWP:14 SECT/LOT:18 E END N END SW DOC-479380 10-9-98 QC 8
1519100001B	Donald R Johnson Gene A Johnson	Lease	414 Main St	Franklin	IL	626385167	RNG/BLK:8 TWP:14 SECT/LOT:19 PT NW DOC-479380 10-9-98 QC 8
1427300013	Rowlin Evergreen Farm	Lease	14416 W Thorne Ln Sw	LAKEWOOD	WA	984982132	N 1/2 SE SW 27-14-9
1415300002	Clark Alan L & Und 1 & 2 Interest	Lease	51 Highland Rd	GRAYSLAKE	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:15 N 110A SW DOC-441280 8-26-94 172,500 5
1415300003	Clark Alan L & Und 1 & 2 Interest	Lease	51 Highland Rd	GRAYSLAKE	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:15 S 50A SW DOC-441287 8-26-94 207,521
1415400003	Clark Alan L & Und 1 & 2 Interest	Lease	51 Highland Rd	GRAYSLAKE	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:15 N 55A W 1/2 SE DOC-441280 8-26-94 172,500 5
1415400004	Clark Alan L & Und 1 & 2 Interest	Lease	51 Highland Rd	GRAYSLAKE	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:15 S 25A SW SE DOC-441287 8-26-94 207,521
1416400005	Clark Alan L & Und 1 & 2 Interest	Lease	51 Highland Rd	GRAYSLAKE	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:16 N 55A E 1/2 SE
1416400006	Clark Alan L & Und 1 & 2 Interest	Lease	51 Highland Rd	GRAYSLAKE	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:16 S 20A OFF E 1/2 SE N OF RR AND INCL NE COR SEC 21 DOC-441281 8-26-94 207,521 5
1422100001	Clark Alan L & Und 1 & 2 Interest	Lease	51 Highland Rd	GRAYSLAKE	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:22 N AND E PT NW DOC-441287 8-26-94 207,521 5
1422200001	Clark Alan L & Und 1 & 2 Interest	Lease	51 Highland Rd	GRAYSLAKE	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:22 W 1/2 NE DOC-441287 8-26-94 207,521 5
0604200001	Phyllis Kilver	Lease	Rr 1	Ashland	IL	62612	RNG/BLK:8 TWP:16 SECT/LOT:4 NE BY WILL 2-3-88
1104300002	Phyllis Kilver	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:4 S END W SD DOC-398114 1-90
1105400002	Phyllis Kilver	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:5 S END E SD E 1/2 DOC-398114 1-90
1108200004	Phyllis Kilver	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:8 PT E SD NE DOC-398114 1-90
1109100004	Phyllis Kilver	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:9 PT W SD W 1/2 NW 35.97 ACRES DOC-398114 1-90
1427300009	Caldwell James M Caldwell Susan	Lease	815 School St	CARROLLTON	IL	620161435	RNG/BLK:9 TWP:14 SECT/LOT:27 SW SW EXC W 20A DOC-493984 5-3-2000
1428400008	Whalen John A Whalen Lori E	Lease	107 Maple St	FRANKLIN	IL	626385149	RNG/BLK:9 TWP:14 SECT/LOT:28 W 33.33A S 1/2 SE DOC-493982 5-3-2000
1427300011	Whalen Josephine	Lease	102 Maple St	FRANKLIN	IL	626385149	RNG/BLK:9 TWP:14 SECT/LOT:27 SW SW EXC E 20A
1428400006	Whalen Josephine	Lease	102 Maple St	FRANKLIN	IL	626385149	RNG/BLK:9 TWP:14 SECT/LOT:28 E END S 1/2 SE DOC-493983 5-31-2000
1515300004	Paul E Johnson Lin Moonlin	Lease	2176 Mesic Hammock Way	Venice	FL	342924153	S 15 A OF THE SW SW 15-14-8
1518400002	Paul E Johnson Lin Moonlin	Lease	2176 Mesic Hammock Way	Venice	FL	342924153	RNG/BLK:8 TWP:14 SECT/LOT:18 PT E 1/2 SE LYN N OF RR
0925400007	Wilson David H	Lease	2635 Woodson Franklin Rd	FRANKLIN	IL	626385007	RNG/BLK:10 TWP:15 SECT/LOT:25 MID PT E 1 2 SE

0925400008	Wilson David H	Lease	2635 Woodson Franklin Rd	FRANKLIN	IL	626385007	RNG/BLK:10 TWP:15 SECT/LOT:25 E SD MD PT SE
0925400015	Wilson David H	Lease	2635 Woodson Franklin Rd	FRANKLIN	IL	626385007	RNG/BLK:10 TWP:15 SECT/LOT:25 PT SE COR SE
0925400021	Wilson David H	Lease	2635 Woodson Franklin Rd	FRANKLIN	IL	626385007	RNG/BLK:10 TWP:15 SECT/LOT:25 MID PT SE
1027300004	Wilson Margie E Wilson George B	Lease	20 Jacksonville Pl	JACKSONVILLE	IL	626503719	RNG:9W TWP:15N SECT:27 PT N END W 1/2 SW
1027300006	Wilson Margie E Wilson George B	Lease	20 Jacksonville Pl	JACKSONVILLE	IL	626503719	RNG:9W TWP:15N SECT:27 PT S END W 1/2 SW
1028400005	Wilson Margie E Wilson George B	Lease	20 Jacksonville Pl	JACKSONVILLE	IL	626503719	RNG/BLK:9 TWP:15 SECT/LOT:28 S 20A E 1/2 SE DD6-5206 11-74
1033200002	Wilson Margie E Wilson George B	Lease	20 Jacksonville Pl	JACKSONVILLE	IL	626503719	RNG/BLK:9 TWP:15 SECT/LOT:33 NE NE
1432300006	Wilson Margie E Wilson George B	Lease	20 Jacksonville Pl	JACKSONVILLE	IL	626503719	W 1/2 W 1/2 SW EXC 1.85A IN NW COR 32-14-9
1433300002	Wilson Margie E Wilson George B	Lease	20 Jacksonville Pl	JACKSONVILLE	IL	626503719	RNG/BLK:9 TWP:14 SECT/LOT:33 N END E 1/2 SW DOC-407189 4-91 QC
1433400001	Wilson Margie E Wilson George B	Lease	20 Jacksonville Pl	JACKSONVILLE	IL	626503719	RNG/BLK:9 TWP:14 SECT/LOT:33 NW SE AND E 1/2 SE DOC-407189 4-91 QC
1434300003	Wilson Margie E Wilson George B	Lease	20 Jacksonville Pl	JACKSONVILLE	IL	626503719	RNG/BLK:9 TWP:14 SECT/LOT:34 NW SW DOC-407189 4-91 QC
1805300005	Wilson Margie E Wilson George B	Lease	20 Jacksonville Pl	JACKSONVILLE	IL	626503719	RNG/BLK:9 TWP:13 SECT/LOT:5 NW SW
1505300007	G Eck Robert W Eck (Te)	Lease	1239 Morgan Sangamon Line Rd	New Berlin	IL	62670	S 1/2 SE SW 05-14-08
1508100001	Robert Willliam Eck	Lease	1239 Morgan Sangamon Line Rd	New Berlin	IL	62670	RNG/BLK:8 TWP:14 SECT/LOT:8 NW NW EXC .55A NW COR
1420200005	Ransdell Trust	Lease	871 Flinn Rd	FRANKLIN	IL	626385115	RNG/BLK:9 TWP:14 SECT/LOT:20 SE NE
1421100004	Ransdell Trust	Lease	871 Flinn Rd	FRANKLIN	IL	626385115	RNG/BLK:9 TWP:14 SECT/LOT:21 S SD SW NW
1428100002	Ransdell Elise A Ransdell (te)	Lease	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529	RNG/BLK:9 TWP:14 SECT/LOT:28 S 1/2 NW EXC RR ROW DOC-424183 1-93 QC
1428100003	Ransdell John	Lease	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529	RNG/BLK:9 TWP:14 SECT/LOT:28 N 1/2 NW
1427300012	Davis Donald M	Lease	6615 N 40th St	TACOMA	WA	984071109	RNG/BLK:9 TWP:14 SECT/LOT:27 S 1/2 SE SW
1116300002	Becker William Living Trust	Lease	1535 Sangamon Morgan County Rd	New Berlin	IL	626704551	RNG/BLK:8 TWP:15 SECT/LOT:16 NE END E 1/2 SW DOC-448678 7-25-95 QC
1116300003	Becker William Living Trust	Lease	1535 Sangamon Morgan County Rd	New Berlin	IL	626704551	RNG/BLK:8 TWP:15 SECT/LOT:16 S END NE SW DD6-3613 2-74
1116400009	Becker William Living Trust	Lease	1535 Sangamon Morgan County Rd	New Berlin	IL	626704551	RNG/BLK:8 TWP:15 SECT/LOT:16 PT NE SE & N END W1/2 SE DOC-448678 7-25-95 QC
1116400012	Becker William Living Trust	Lease	1535 Sangamon Morgan County Rd	New Berlin	IL	626704551	RNG/BLK:8 TWP:15 SECT/LOT:16 S 15A NW SE DD6-3613 2-74 36.00 2
1116400013	Becker William Living Trust	Lease	1535 Sangamon Morgan County Rd	New Berlin	IL	626704551	RNG/BLK:8 TWP:15 SECT/LOT:16 18.63 A E SD SE SE DD6-3613 2-74 36,000 2
1116400016	Becker William Living Trust	Lease	1537 Sangamon Morgan County Rd	New Berlin	IL	626704551	RNG/BLK:8 TWP:15 SECT/LOT:16 E SD NE SE DOC-485358 5-17-99 97,500
1433100007	Big Sue Farm	Lease	201 Sage Ct	FORISTELL	MO	633482671	RNG/BLK:9 TWP:14 SECT/LOT:33 PT E 1/2 NW 98P143 WILL 11/98
1020300004	Kleinschmidt Elmer C Kleinschmidt Und	Lease	202 Capps Rd	MURRAYVILLE	IL	626688085	RNG/BLK:9 TWP:15 SECT/LOT:20 PT NO 1 SW & W SD SE DOC-424717 3-93 TD
1435200001	Ranson Mary Ann	Lease	201 Sage Ct	FORISTELL	MO	633482671	RNG/BLK:9 TWP:14 SECT/LOT:35 NW NE 98P143 WILL 11/98
1435100001	Ranson Mary Ann	Lease	201 Sage Ct	FORISTELL	MO	633482671	RNG/BLK:9 TWP:14 SECT/LOT:35 PT NW NW 98P143 WILL 11/98
1435100002	Ranson Mary Ann	Lease	201 Sage Ct	FORISTELL	MO	633482671	RNG/BLK:9 TWP:14 SECT/LOT:35 PT NE NW 98P143 WILL 11/98
1435100003	Ranson Mary Ann	Lease	201 Sage Ct	FORISTELL	MO	633482671	RNG/BLK:9 TWP:14 SECT/LOT:35 PT NE NW 98P143 WILL 11/98
1435100004	Ranson Mary Ann	Lease	201 Sage Ct	FORISTELL	MO	633482671	RNG/BLK:9 TWP:14 SECT/LOT:35 PT NE NW 98P143 11/98

1434200002	Ranson Mary Ann	Lease	201 Sage Ct	FORISTELL	MO	633482671	RNG/BLK:9 TWP:14 SECT/LOT:34 NE NE 98P143 WILL 11/98
1805100002	Ranson Mary Ann	Lease	201 Sage Ct	FORISTELL	MO	633482671	RNG/BLK:9 TWP:13 SECT/LOT:5 E 1/2 NW 98P143 WILL 11-98
1425300007	Vohsen Peggie	Lease	201 Stage Ct	FORISTELL	MO	63348	RNG/BLK:9 TWP:14 SECT/LOT:25 VILLAGE OF FRANKLIN LANDS PT E 1/2 SW 98P143 WILL 11/98
1435100005	Vohsen Peggie	Lease	201 Stage Ct	FORISTELL	MO	63348	RNG/BLK:9 TWP:14 SECT/LOT:35 S 1/2 NW 98P143 WILL 11/98
1435200002	Ranson Mary Ann	Lease	201 Sage Ct	FORISTELL	MO	633482671	RNG/BLK:9 TWP:14 SECT/LOT:35 NE NE 98P143 WILL 11/98
1435200007	Vohsen Peggie	Lease	201 Stage Ct	FORISTELL	MO	63348	N 1/2 SE NE 35-14-9
1436100005	Vohsen Peggie	Lease	201 Stage Ct	FORISTELL	MO	63348	RNG/BLK:9 TWP:14 SECT/LOT:36 VILLAGE OF FRANKLIN LANDS PT E 1/2 NW 3-25A RTE 104 98P143 WILL 11/98
1436100006	Vohsen Peggie	Lease	201 Stage Ct	FORISTELL	MO	63348	RNG/BLK:9 TWP:14 SECT/LOT:36 NW NW E 10A SW NW 98P143 WILL 11/98
27050300006	William R Becker	Lease	1535 Sangamon Morgan County Rd	New Berlin	IL	626704551	S1/2 SW 5-14-7
1327300006	Johnson Jerome A Johnson Cynthia A	Lease	921 Contrary Ln	WAVERLY	IL	62692	RNG/BLK:10 TWP:14 SECT/LOT:27 W SD W 1/2 SW
1327300007	Johnson Jerome A Johnson Cynthia A	Lease	22 Catalina Ct	JACKSONVILLE	IL	626503615	RNG/BLK:10 TWP:14 SECT/LOT:27 E SD W 1/2 SW EXC 3-98A NW COR
1327300008	Johnson Jerome A Johnson Cynthia A	Lease	22 Catalina Ct	JACKSONVILLE	IL	626503615	RNG/BLK:10 TWP:14 SECT/LOT:27 E SD W 1/2 SW EXC 3-98A NW COR
1411300003	Jerome A Johnson Cynthia A Johnson	Lease	921 Contrary Ln	Waverly	IL	62692	RNG/BLK:9 TWP:14 SECT/LOT:11 PT W 1/2 SW AND PT W 1/2 E 1/2 SW
1508300002	Jerome A Johnson Cynthia A Johnson	Lease	921 Contrary Ln	Waverly	IL	62692	RNG/BLK:8 TWP:14 SECT/LOT:8 W 1/2 E 1/2 SW DOC-484086 4-14-99 129,790 B/R
1508300003	Jerome A Johnson Cyn A Johnson	Lease	961 Contrary Ln	Waverly	IL	626926103	RNG/BLK:8 TWP:14 SECT/LOT:8 E 1/2 E 1/2 SW
1509300004	Johnson Jerome A Johnson Cynthia A	Lease	22 Catalina Ct	Jacksonville	IL	626503615	RNG/BLK:8 TWP:14 SECT/LOT:9 E 1/2 SW
1517200001	Harold E Johnson Dorothy M Johnson	Lease	22 Catalina Ct	Jacksonville	IL	626503615	RNG/BLK:8 TWP:14 SECT/LOT:17 NW NE
1518200002	Jerome A Johnson Cyn A Johnson	Lease	961 Contrary Ln	Waverly	IL	626926103	RNG/BLK:8 TWP:14 SECT/LOT:18 NE NE
1518200003	Johnson Jerome Trust & Johnson Cynth	Lease	961 Contrary Ln	Waverly	IL	626926103	RNG/BLK:8 TWP:14 SECT/LOT:18 SE NE
1422200007	RANSDELL JOHN PRESLEY UND 1/3	Lease	51 Highland Rd	GRAYSLAKE	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:22 NE NE DOC-441280 8-26-94 172,500 5
1422200008	RANSDELL JOHN PRESLEY UND 1/3	Lease	51 Highland Rd	GRAYSLAKE	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:22 NE NE DOC-441280 8-26-94 172,500 5
1423100007	RANSDELL JOHN PRESLEY UND 1/3	Lease	51 Highland Rd	Grayslake	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:23 NW NW DOC-441280 8-26-94 172,500 5
1423100008	RANSDELL JOHN PRESLEY UND 1/3	Lease	51 Highland Rd	Grayslake	IL	600307955	RNG/BLK:9 TWP:14 SECT/LOT:23 NW NW DOC-441280 8-26-94 172,500 5
1422300002	Ransdell Diane R	Lease	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529	RNG/BLK:9 TWP:14 SECT/LOT:22 E 1/2 SW EXC 4.08A RT 104 DD7-3269 6-86 240,000
1422400001	Ransdell Diane R	Lease	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529	RNG/BLK:9 TWP:14 SECT/LOT:22 W 1/2 SE DD7-3269 6-86 240,000
1432200002	Ransdell Elise A Ransdell Und 1	Lease	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529	RNG/BLK:9 TWP:14 SECT/LOT:32 E 1/2 NE EXC SE COR DOC-461074 11/15/96 QC
1421200003	Ransdell Diane R Und	Lease	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529	RNG/BLK:9 TWP:14 SECT/LOT:16 PT SE SEC 16 AND PT NE LYING S AND W OF RTE 104 DOC-454429/31 3-8-96 QC 2
1422100002	Ransdell Diane R Und	Lease	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529	RNG/BLK:9 TWP:14 SECT/LOT:22 70A SW PT NW EXC 4.39A FOR RTE 104 DOC-454529 3-8-96 QC 2

1416200003	Ransdell Diane R Und	Lease	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529	RNG/BLK:9 TWP:14 SECT/LOT:16 LTS 1-8 E 1/2 E 1/2 NE DOC-413471 12-91 QC
1414100002	Kevin Mccarthy	Lease	3705 Crystal Spring Dr	Springfield	IL	627117237	RNG/BLK:9 TWP:14 SECT/LOT:14 E 1/2 E 1/2 W 1/2 NW DOC-444714 1-26-95 644,454 2
1414200001	Kevin Mccarthy	Lease	3705 Crystal Spring Dr	Springfield	IL	627117237	RNG/BLK:9 TWP:14 SECT/LOT:14 PT W 1/2 NE DOC-444714 1-26-95 644,454 2
1416100008	Breckon Marjorie A	Lease	23 Westfair Dr	JACKSONVILLE	IL	626501759	RNG/BLK:9 TWP:14 SECT/LOT:16 S END SE NW LYING N & E OF QRR DOC-399648 5-90 TR DEED
1416200001	Breckon Marjorie A	Lease	23 Westfair Dr	JACKSONVILLE	IL	626501759	RNG/BLK:9 TWP:14 SECT/LOT:16 W 1/2 NE
1416200002	Breckon Marjorie A	Lease	23 Westfair Dr	JACKSONVILLE	IL	626501759	RNG/BLK:9 TWP:14 SECT/LOT:16 LTS 1-8 W 1/2 E 1/2 NE
1416400001	Breckon Marjorie A	Lease	23 Westfair Dr	JACKSONVILLE	IL	626501759	RNG/BLK:9 TWP:14 SECT/LOT:16 ALL THAT PT W 1/2 SE N OF QRR AND ALL THAT PT E 1/2 SW N OF QRR DD6-1464
1509400002B	Johnson Donald	Lease	3249 Loami Rd	Alexander	IL	626017012	RNG/BLK:8 TWP:14 SECT/LOT:9 NE COR W 1/2 SE DOC-496544 9-14-00 25,000 B/R
1109200001	Douglas Ringer	Lease	Rr 2	New Berlin	IL	62670	RNG/BLK:8 TWP:15 SECT/LOT:9 NE DOC-463906 3-11-97 QC
1105300002	Delbert E Rahe	Lease	1638 Bethel Ln	Chapin	IL	626284062	RNG/BLK:8 TWP:15 SECT/LOT:5 SW COR SW DOC-409100 7-91 QC
1106400006	Delbert E Rahe	Lease	1638 Bethel Ln	Chapin	IL	626284062	RNG/BLK:8 TWP:15 SECT/LOT:6 S END E SD SE DOC-409100 7-91 QC
1107200003	Delbert E Rahe	Lease	1638 Bethel Ln	Chapin	IL	626284062	RNG/BLK:8 TWP:15 SECT/LOT:7 E SD E 1/2 NE DOC-409100 7-91 QC
1108100003	Delbert E Rahe	Lease	1638 Bethel Ln	Chapin	IL	626284062	RNG/BLK:8 TWP:15 SECT/LOT:8 W SD NW
1404300002	Zellmanwilliam Etal-undiv Zelman Barba	Lease	2175 Souhbrooke Rd	JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:14 SECT/LOT:4 E END E 1/2 SW DOC-480470 11-16-98 4
1404400002	Zellman William Barbara Bieb L	Lease	2175 Southbrooke Rd	SOUTH JACKSON	IL	626509201	RNG/BLK:9 TWP:14 SECT/LOT:4 S 1/2 W 1/2 SW SE DOC-470470 11-12-97
1404400007	Zellman William Etal-undiv Zellman Bar	Lease	2175 Southbrooke Rd	SOUTH JACKSON	IL	626509201	RNG/BLK:9 TWP:14 SECT/LOT:4 PT SE DOC-480470 11-16-98 4
1409200002	Zellman William Etal-undiv Zellman Bar	Lease	2175 Southbrooke Rd	SOUTH JACKSON	IL	626509201	RNG/BLK:9 TWP:14 SECT/LOT:9 W PT N END E 1/2 W 1/2 NE AND N END E 1/2 NE DOC-480470 11-16-98 4
1509300003	Johnson Shirley	Lease	22 Catalina Ct	Jacksonville	IL	626503615	RNG/BLK:8 TWP:14 SECT/LOT:9 E 1/2 SW
1420100001	S & J & Chism Fa Rms Llc	Lease	2 Crossroads Ct	ALTON	IL	620024100	RNG/BLK:9 TWP:14 SECT/LOT:20 W 1/2 NW DOC-396445 11-89
1420300003	S & J & Chism Fa Rms Llc	Lease	2 Crossroads Ct	ALTON	IL	620024100	N 1/2 SW AND SW SW EXCEPT 2.53 AROUND HOUSE 20-14-9
1401100002	Chism & Loy Farms Llc	Lease	2 Crossroads Ct	Alton	IL	620024100	RNG/BLK:9 TWP:14 SECT/LOT:1 E 1/2 NW DD7-3803 9-86 2
1401100003	Chism & Loy Farms Llc	Lease	2 Crossroads Ct	Alton	IL	620024100	RNG/BLK:9 TWP:14 SECT/LOT:1 W 1/2 NW DOC-471002 12-8-97
1413300004	Chism & Loy Farms Llc	Lease	2 Crossroads Ct	Alton	IL	620024100	RNG/BLK:9 TWP:14 SECT/LOT:13 SE SW EXC 2A NW COR WILL 99-P-99 08-99
1424100003	Chism & Loy Farms Llc	Lease	2 Crossroads Ct	Alton	IL	620024100	RNG/BLK:9 TWP:14 SECT/LOT:24 N PT E 1/2 NW AND N PT NE ALL LYING N OF RR WILL 99-P-PP 08-99
1434400001	Chism & Loy Farms Llc	Lease	2 Crossroads Ct	ALTON	IL	620024100	RNG/BLK:9 TWP:14 SECT/LOT:34 E 1/2 SE NW SE DOC-438597 5-5-94 QC
1515400003	Chism & Loy Farms Llc	Lease	2 Crossroads Ct	Alton	IL	620024100	RNG/BLK:8 TWP:14 SECT/LOT:15 S 1/2 SW SE
1522100002	Chism & Loy Farms Llc	Lease	2 Crossroads Ct	Alton	IL	620024100	RNG/BLK:8 TWP:14 SECT/LOT:22 NE NW
1522200001	Chism & Loy Farms Llc	Lease	2 Crossroads Ct	Alton	IL	620024100	RNG/BLK:8 TWP:14 SECT/LOT:22 NW NE

1926200002	Chism & Loy Farms Llc	Lease	34129 Ryan Rd	MEDORA	IL	620633056	RNG/BLK:8 TWP:13 SECT/LOT:26 E 1/2 NE
0535300002	Marilyn G Lovekamp Richard C Lovekai	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:16 SECT/LOT:35 S 80A OFF W 3/4 W 1/2 EXC 1.12 A IN SW COR DOC-494842 7-11-00 1 OF 5
0535300004	Marilyn G Lovekamp Richard C Lovekai	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:16 SECT/LOT:35 S END E 1/2 E 1/2 SW DOC-494842 7-11-00 1 OF 5
0535400002	Marilyn G Lovekamp Richard C Lovekai	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:16 SECT/LOT:35 S END W 1/2 SE DOC-494842 7-11-00 1 OF 5
1106400010	Lovekamp Trust	Lease	1764 State Highway 123	Alexander	IL	626017004	RNG/BLK:8 TWP:15 SECT/LOT:6 PT NW SE 95-P-57 5-95
1106400012	Lovekamp Trust	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:6 W SD SE AND PT S 1/2 SE DOC-479198&199 10-1-98 5
1106400014	Lovekamp Trust	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:6 W SD SE AND PT S 1/2 SE DOC-479198&199 10-1-98 5
1107200006	Lovekamp Trust	Lease	3060 Old State Rd	Alexander	IL	626017094	RNG/BLK:8 TWP:15 SECT/LOT:7 S END W 100A NE EXC .77A IN SW COR DOC-479198&199 10-1-98 5
1107200009	Lovekamp Trust	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:7 N END W 100A NE DOC-479198&199 10-1-98 5
1431400003	Crow Keith Patricia S	Lease	599 Darley Rd	FRANKLIN	IL	626385060	RNG/BLK:9 TWP:14 SECT/LOT:31 S 1/2 SE SE EXC 2.67A SE COR AND 100FT X 150FT NE DOC-408001 6-91
1431400005	Crow Keith Patricia S	Lease	599 Darley Rd	FRANKLIN	IL	626385060	RNG/BLK:9 TWP:14 SECT/LOT:31 PT S 1/2 SE SE 90FT X 155FT DOC-408001 6-91
1431400006	Crow Wayne K Crow Patricia S	Lease	599 Darley Rd	FRANKLIN	IL	626385060	RNG/BLK:9 TWP:14 SECT/LOT:31 SE COR SE SE DD5-2924 9-80 47,000
1802300004	Crow Wayne Keith Patricia Susan	Lease	599 Darley Rd	FRANKLIN	IL	626385060	RNG/BLK:9 TWP:13 SECT/LOT:2 S 1/2 E 1/2 E 1/2 SW
1806200002	Crow Keith Patricia S	Lease	599 Darley Rd	FRANKLIN	IL	626385060	RNG/BLK:9 TWP:13 SECT/LOT:6 PT MID NE NE
1808100002	Crow W Keith Patricia	Lease		FRANKLIN	IL	62638	RNG/BLK:9 TWP:13 SECT/LOT:8 NE NW
1808200001	Crow W Keith Patricia	Lease		FRANKLIN	IL	62638	RNG/BLK:9 TWP:13 SECT/LOT:8 NW NE
1811100005	Crow W Keith Crow Patricia S	Lease	599 Darley Rd	FRANKLIN	IL	626385060	RNG/BLK:9 TWP:13 SECT/LOT:11 E 1/2 NW
1302100002	Crow Charles	Lease	2222 Hembrough Rd	JACKSONVILLE	IL	626506328	RNG/BLK:10 TWP:14 SECT/LOT:2 PT S 1/2 NW
1701200005	Crow Charles	Lease	719 Morgan St	CHAPIN	IL	626282048	RNG/BLK:10 TWP:13 SECT/LOT:1 S 1/2 NE
1806300001	Crow Charles	Lease	719 Morgan St	CHAPIN	IL	626282048	RNG/BLK:9 TWP:13 SECT/LOT:6 N 20A OF W 1/2 NO 2 OF FRACT SW
1109300003	J E Bellatti Agent Bellatti	Lease	2240 W Morton Ave	Jacksonville	IL	626502627	RNG/BLK:8 TWP:15 SECT/LOT:9 S 1/2 SW DOC-397123 1-90
1109400001	J E Bellatti Agent Bellatti	Lease	2240 W Morton Ave	Jacksonville	IL	626502627	RNG/BLK:8 TWP:15 SECT/LOT:9 SE DOC-397123 1-90
1116200002	J E Bellatti Agent Bellatti	Lease	2240 W Morton Ave	Jacksonville	IL	626502627	RNG/BLK:8 TWP:15 SECT/LOT:16 N 60A NE DOC-397123 1-90
1001400001	Roy E Ward Opal Lou Ward	Lease	1701 State Highway 123	Alexander	IL	626017007	RNG/BLK:9 TWP:15 SECT/LOT:1 SE
0914300001	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:10 TWP:15 SECT/LOT:14 W 165FT SW SW
0915400013	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	PT SE 15-15-10
0922200008	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:10 TWP:15 SECT/LOT:22 PT NE
0923100001	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:10 TWP:15 SECT/LOT:23 W SD W 1/2 NW N OF OLD STATE RD -
1027200004	Ronald Cox	Lease	2654 Cox Rd	Jacksonville	IL	626506371	RNG/BLK:9 TWP:15 SECT/LOT:27 N END E 1/2 NE DOC-408738 7-91 84,985
1028300002	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:9 TWP:15 SECT/LOT:28 E SD SW
1028400001	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:9 TWP:15 SECT/LOT:28 W 1/2 SE EXC 2A NE COR
1033200001	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:9 TWP:15 SECT/LOT:33 N 50A W 1/2 NE
1034100002	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:9 TWP:15 SECT/LOT:34 E 1/2 NW

1034200001	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:9 TWP:15 SECT/LOT:34 W 1/2 NE
1034300002	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:9 TWP:15 SECT/LOT:34 7.96A OFF N END E 1/2 SW
1034400001	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:9 TWP:15 SECT/LOT:34 7.96A OFF N END W 1/2 SE
1404100002	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:9 TWP:14 SECT/LOT:4 S 1/2 NW
1404200003	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:9 TWP:14 SECT/LOT:4 SW NE DD3-4374 12-76 144,000 2
1405100004	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:9 TWP:14 SECT/LOT:5 SW NW
0926100012	Cox Ronald	Lease	2654 Cox Rd	JACKSONVILLE	IL	626506371	RNG/BLK:10 TWP:15 SECT/LOT:26 N END OF 2.48CH W SD NW NW EXC N 300FT DOC-489503 9-1-99 CONTR FOR DD
1027200003	Cox Ronald Wayne	Lease	1376 Woods Ln	JACKSONVILLE	IL	626509261	RNG/BLK:9 TWP:15 SECT/LOT:27 N END W 1/2 NE
1027200005	Ronald Wayne Cox	Lease	1376 Woods Ln	Jacksonville	IL	626509261	RNG/BLK:9 TWP:15 SECT/LOT:27 S END E 1/2 NE
1027200006	Cox Ronald Wayne	Lease	1376 Woods Ln	JACKSONVILLE	IL	626509261	RNG/BLK:9 TWP:15 SECT/LOT:27 S END W 1/2 NE
0533400002	Becker Weldon Todd Weldon Todd Bec	Lease	430 S Westgate Ave	JACKSONVILLE	IL	626502641	RNG/BLK:9 TWP:16 SECT/LOT:33 S 1/2 SE DOC-497546 11-21-00 WD
0534100015	Becker Weldon Todd	Lease	430 S Westgate Ave	JACKSONVILLE	IL	626502641	RNG/BLK:9 TWP:16 SECT/LOT:34 PT W 1/2 NW DD3-4871 3-77
0910200016	Becker Weldon Todd	Lease	430 S Westgate Ave	JACKSONVILLE	IL	626502641	RNG/BLK:10 TWP:15 SECT/LOT:10 MID E 1/2 NE
0910200018	Becker Weldon Todd	Lease	430 S Westgate Ave	JACKSONVILLE	IL	626502641	PT N END E 1/2 NE 10-15-10
0911100001	Becker Weldon Todd	Lease	430 S Westgate Ave	JACKSONVILLE	IL	626502641	RNG/BLK:10 TWP:15 SECT/LOT:11 NW PT NW
0536100004	Jane Anne Becker	Lease	430 S Westgate Ave	Jacksonville	IL	626502641	RNG/BLK:9 TWP:16 SECT/LOT:36 SE NW
0536200004	Jane Anne Becker	Lease	430 S Westgate Ave	Jacksonville	IL	626502641	RNG/BLK:9 TWP:16 SECT/LOT:36 10.83A OFF W SD SW NE
0536300002	Jane Anne Becker	Lease	430 S Westgate Ave	Jacksonville	IL	626502641	RNG/BLK:9 TWP:16 SECT/LOT:36 E 1/2 SW EXC 271FT X 378FT SW COR
0536400006	Jane Anne Becker	Lease	430 S Westgate Ave	Jacksonville	IL	626502641	RNG/BLK:9 TWP:16 SECT/LOT:36 10.83A E SD NW SE
1408300008	Becker Jane Anne	Lease	430 S Westgate Ave	JACKSONVILLE	IL	626502641	RNG/BLK:9 TWP:14 SECT/LOT:8 PT SE COR SW 2000-P-1 12-27-99
1417100002	Becker Jane Anne	Lease	430 S Westgate Ave	JACKSONVILLE	IL	626502641	RNG/BLK:9 TWP:14 SECT/LOT:17 E 1/2 NW 2000-P-1 12-27-99
0531300002	Becker Weldon F Becker Weldon Todd	Lease	2378 Bosier Rd	JACKSONVILLE	IL	626506390	RNG/BLK:9 TWP:16 SECT/LOT:31 E 1/2 SW DOC-497544 11-21-00 WD
0531400001	Becker Weldon F Becker Weldon Todd	Lease	2378 Bosier Rd	JACKSONVILLE	IL	626506390	RNG/BLK:9 TWP:16 SECT/LOT:31 PT W PT SE
0902400004	Becker Weldon F Becker Weldon Todd	Lease	2378 Bosier Rd	JACKSONVILLE	IL	626506390	ALL THAT PT OF LOT 1 LYING S OF RR SE EXCEPT 2A IN NE COR 02-15-10
1430400003	Becker Weldon F Becker Weldon Todd	Lease	2378 Bosier Rd	JACKSONVILLE	IL	626506390	RNG/BLK:9 TWP:14 SECT/LOT:30 SW SE EXC R R ROW
1431100003	Becker Weldon F Becker Weldon Todd	Lease	2378 Bosier Rd	JACKSONVILLE	IL	626506390	RNG/BLK:9 TWP:14 SECT/LOT:31 PT NE NW DOC-4008198 6-91
1431200001	Becker Weldon F Becker Weldon Todd	Lease	2378 Bosier Rd	JACKSONVILLE	IL	626506390	RNG/BLK:9 TWP:14 SECT/LOT:31 PT W 1/2 NE N OF RR DOC-408198 6-17-91
1431200006	Becker Weldon F Becker Weldon Todd	Lease	2378 Bosier Rd	JACKSONVILLE	IL	626506390	RNG/BLK:9 TWP:14 SECT/LOT:31 PT W 1/2 NE S OF RR AND N OF RD DOC-408198 6-91
1104300001	Weldon F Becker Weldon Todd Weldor	Lease	2378 Bosier Rd	Jacksonville	IL	626506390	RNG/BLK:8 TWP:15 SECT/LOT:4 E SD S END W SD DOC-497542 11-21-00 WD 3
1109100003	Weldon F Becker Weldon Todd Weldor	Lease	2378 Bosier Rd	Jacksonville	IL	626506390	RNG/BLK:8 TWP:15 SECT/LOT:9 PT E SD W 1/2 NW 44.03 ACRES DOC-497542 11-21-00 WD 3
1120200001	Weldon F Becker Weldon Todd Weldor	Lease	2378 Bosier Rd	Jacksonville	IL	626506390	RNG/BLK:8 TWP:15 SECT/LOT:20 N 1/2 NE LYN N OF FA 408 DOC-497547 11-21-00 WD

0902100010	Becker Weldon Todd Jane Anne	Lease	430 S Westgate Ave	JACKSONVILLE	IL	626502641	S 1/2 LOT 3 & N 11A LOT 2 FRACTION NW 2-15-10
0903200004	Becker Weldon Todd Jane Anne	Lease	430 S Westgate Ave	JACKSONVILLE	IL	626502641	S 1/2 LOT 3 FRACT NE 3-15-10
0536200003	Joel T Sander Becky S Sander	Lease	124 Heritage Pt	New Berlin	IL	626706404	RNG/BLK:9 TWP:16 SECT/LOT:36 W SD SE NE
0536200005	Joel T Sander Becky S Sander	Lease	124 Heritage Pt	New Berlin	IL	626706404	29.17A E S NW SE 36-16-9
0536400002	Joel T Sander Becky S Sander	Lease	124 Heritage Pt	New Berlin	IL	626706404	RNG/BLK:9 TWP:16 SECT/LOT:36 W SD NE SE
0536400007	Joel T Sander Becky S Sander	Lease	124 Heritage Pt	New Berlin	IL	626706404	RNG/BLK:9 TWP:16 SECT/LOT:36 29.17A W SD NW SE
1426100005	Adkins Vickie	Lease	2851 State Highway 104	FRANKLIN	IL	626384962	RNG/BLK:9 TWP:14 SECT/LOT:26 PT NW LYING S & W OF ILL RTE 104
1426200013	Adkins Vickie	Lease	2851 State Highway 104	FRANKLIN	IL	626384962	RNG/BLK:9 TWP:14 SECT/LOT:26 W SD NE LYING N & E OF ILL RTE 104
1107100013	Smith Randall C Darin L	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:7 E SD NW DOC-479198&199 10-1-98 5
1107100015	Smith Randall C Darin L	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:7 E SD NW DOC-479198&199 10-1-98 5
1107200005	Smith Randall C Darin L	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:7 N END W 100A NE DOC-479198&199 10-1-98 5
1107200008	Smith Randall C Darin L	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:7 N END W 100A NE DOC-479198&199 10-1-98 5
1106100011	Darrell L Smith Marilyn M Smith	Lease	1764 State Highway 123	Alexander	IL	626017004	RNG/BLK:8 TWP:15 SECT/LOT:6 S PT NW 95-P-57 5-95
1106100004	Darrell L Smith Marilyn M Smith	Lease	1764 State Highway 123	Alexander	IL	626017004	RNG/BLK:8 TWP:15 SECT/LOT:6 PT S PT NW 95-P-57 5-95
1003200001	Darrell L Smith Marilyn M Smith	Lease	1764 State Highway 123	Alexander	IL	626017004	RNG/BLK:9 TWP:15 SECT/LOT:3 NO 6 NE
1104200002	Darrell L Smith Marilyn M Smith	Lease	1764 State Highway 123	Alexander	IL	626017004	RNG/BLK:8 TWP:15 SECT/LOT:4 S PT E 1/2 95-P-57 5-95
1106100007	Darrell L Smith Marilyn M Smith	Lease	1764 State Highway 123	Alexander	IL	626017004	RNG/BLK:8 TWP:15 SECT/LOT:6 .50A S PT NW 95-P-57 WILL
1106100010	Darrell L Und 38 Int M Smith	Lease	1764 State Highway 123	Alexander	IL	626017004	RNG/BLK:8 TWP:15 SECT/LOT:6 S PT NW 95-P-57 5-95
1106200002	Darrell L Smith Marilyn M Smith	Lease	1764 State Highway 123	Alexander	IL	626017004	RNG/BLK:8 TWP:15 SECT/LOT:6 SW PT NE 95-P-57 5-95
1106400009	Darrell L Smith Marilyn M Smith	Lease	1764 State Highway 123	Alexander	IL	626017004	RNG/BLK:8 TWP:15 SECT/LOT:6 PT NW SE 95-P-57 5-95
1108300007	Joyce Hawks Hawks	Lease	355 N Country Club Rd	Decatur	IL	625211885	WEST 60A SW 8-15-8
1404400004	Hawks Marilyn Joyce	Lease	355 N Country Club Rd	DECATUR	IL	625211885	RNG/BLK:9 TWP:14 SECT/LOT:4 NE SE AND PT SE SE DOC-432378 10-6-93 QC
1510300005	Richard Duewer	Lease	981 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:10 SE SW
1515100001	Richard Duewer	Lease	981 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:15 NW NW EXC 1-62A IN NW COR AND PT NE NE
1515200006	Richard Duewer	Lease	981 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:15 NW NE EXC .50A AND NE NW
1515200007	Richard Duewer	Lease	981 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:15 PT NE COR NW NE
1325100008	Powell Charles D	Lease	1165 Old Route 36	WINCHESTER	IL	626943620	RNG/BLK:10 TWP:14 SECT/LOT:25 PT NW NW
1325100010	Powell Charles D	Lease	1165 Old Route 36	WINCHESTER	IL	626943620	NE COR NW 25-14-10
1325100012	Powell Charles	Lease	1165 Old 36	WINCHESTER	IL	62694	RNG/BLK:10 TWP:14 SECT/LOT:25 PT N END NW DOC-471038 12-12-97 211,120 T HOAGLAND FARM (POWELL)
1325100004	Sievers Emily M	Lease		JACKSONVILLE	IL	62650	RNG/BLK:10 TWP:14 SECT/LOT:25 S 1/2 NW HOAGLAND FARM(SIEVERS)
1421300001	Sievers Emily M Sievers M A Powell C I	Lease		FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:21 SW DOC-437603 4-4-94 576,000 WAGNER FARM

1419300003	Sievers Emily Mccullough	Lease	Rr 5	JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:14 SECT/LOT:19 S1/2 SE SW & S1/4 N1/2 SE SW DOC-482902 2-23-99 80310 MCCORMICK FARM SMALL
1413400002	Emily M Sievers	Lease		Franklin	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:13 E 1/2 SE DOC-462991 1-31-97 103,600 GOTSCHALL FARM
1012300004	Allen B. Courier and Janice A. Roller	Lease	2905 Old State Rd	Alexander	IL	626017055	RNG/BLK:9 TWP:15 SECT/LOT:12 S END W 1/2 SW
1013100001	Allen B. Courier and Janice A. Roller	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:13 PT W 1/2
1013100003	Everett Erwin Courier	Lease	246 Harts Prairie Rd	Franklin	IL	626385020	RNG/BLK:9 TWP:15 SECT/LOT:13 S 240A W 1/2 EXC 8.13A SW SW
1510400002	Dorothy Duewer	Lease	981 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:10 N END E 1/2 SE EXC THAT PT IN SANGAMON COUNTY
1514300001	Dorothy Duewer	Lease	981 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:14 W 1/2 SW EXC THAT PT IN SANGAMON COUNTY
1523100002	Dorothy Duewer	Lease	981 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:23 PT W 1/2 E 1/2 NW PT E 1/2 E 1/2 NW
26100400001	Dorothy Duewer	Lease	981 Duewerrd	Waverly	IL	62692	PT. S1/2 OF SE1/4 EX. R. R. 10-14-8 LYING E.OF MORGAN CO.LINE
26140300001	Dorothy Duewer	Lease	981 Duewerrd	Waverly	IL	62692	PT. W1/2 OF SW1/4 14-14-8 LYING E.OF MORGAN CO.LINE
26230100005	Dorothy Duewer	Lease	981 Duewerrd	Waverly	IL	62692	W PT OF E1/2 NW1/4 LYING E OF MORGAN COUNTY LINE 23-14-8
1510400008	Duewer Dorothy LE & Conrady Carol R	Lease	981 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:10 W 1/2 SE 98-P-149 1-28-99
1510400009	Carol Conrady	Lease	981 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:10 W 1/2 SE 98-P-149 1-28-99
1514300002	Dorothy L Duewer Catherine A Ward	Lease	2106 E Strawn Crossing Rd	Ashland	IL	626128057	PT E 1/2 SW 14-14-8
26140300003	Dorothy L Duewer Catherine A Ward	Lease	981 Duewerrd	Waverly	IL	62692	E1/2 SW1/4 EX E 463.30' ALSO EX 2.23 AC IN SW CORNER & LYING WITHIN THE BOUNDRIES OF MORGAN COUNTY 14-14-8
1105100007	Carolyn B Carolyn B Drinkwater Drinkw	Lease	2113 Autumn Oak Cir	Maryville	TN	378019593	RNG/BLK:8 TWP:15 SECT/LOT:5 N PT W SD S END DOC=394748 9-89 212,850 2
1106400005	Carolyn B Carolyn B Drinkwater Drinkw	Lease	2113 Autumn Oak Cir	Maryville	TN	378019593	RNG/BLK:8 TWP:15 SECT/LOT:6 N PT E SD SE AND SE COR NE DOC-394748 9-89 212,500 2
1001200008	Carl J Becker	Lease	1795 State Highway 123	Alexander	IL	626017007	RNG/BLK:9 TWP:15 SECT/LOT:1 PT E SD NE EXCPT FOR .11 A MID PT EAST SIDE
1105100001	Carl J Becker	Lease	1795 State Highway 123	Alexander	IL	626017007	RNG/BLK:8 TWP:15 SECT/LOT:5 PT NW W 1/2 DOC-452901 1-9-96 1/4 INT
1106100008	Carl J Becker	Lease	1795 State Highway 123	Alexander	IL	626017007	RNG/BLK:8 TWP:15 SECT/LOT:6 N PT NW
1106200001	Carl J Becker	Lease	1795 State Highway 123	Alexander	IL	626017007	RNG/BLK:8 TWP:15 SECT/LOT:6 PT SE NE AND N PT NE DOC-452901 1-9-96 1/4 INT
0631200010	Marc Vikkie Becker	Lease	1883 State Highway 123	Alexander	IL	626017008	PT NE 1/4 SEC31
0631200012	Marc Vikkie Becker	Lease	1883 State Highway 123	Alexander	IL	626017008	PT NE 1/4 SEC 31
1001200009	Timothy L Becker Sue E Becker	Lease	1795 State Highway 123	Alexander	IL	626017007	RNG/BLK:9 TWP:15 SECT/LOT:1 PT E SD NE EXCPT FOR .11 A MID PT EAST SIDE
1106100009	Timothy L Becker Sue E Becker	Lease	1790 State Highway 123	Alexander	IL	626017004	PT NW 1/4 6-15-8
1426100004	Adkins Joshua	Lease	2851 State Highway 104	FRANKLIN	IL	626384962	RNG/BLK:9 TWP:14 SECT/LOT:26 PT NW LYING S & W OF ILL RTE 104
1426100007	Adkins Joshua	Lease	2851 State Highway 104	FRANKLIN	IL	626384962	PT W SD NW EXC ROW 26-14-9
1426200012	Adkins Joshua	Lease	2851 State Highway 104	FRANKLIN	IL	626384962	RNG/BLK:9 TWP:14 SECT/LOT:26 W SD NE LYING S & W OF ILL RTE 104 .

1002100006	Carl J Becker Bonita A Becker	Lease	1795 State Highway 123	Alexander	IL	626017007	RNG/BLK:9 TWP:15 SECT/LOT:2 S 1/2 FRACT NW EXC 4A SW COR NW
1005100002	Becker Carl J Becker Bonita	Lease	1795 State Highway 123	ALEXANDER	IL	626017007	RNG/BLK:9 TWP:15 SECT/LOT:5 SE NW
1005200002	Becker Carl J Becker Bonita	Lease	1795 State Highway 123	ALEXANDER	IL	626017007	RNG/BLK:9 TWP:15 SECT/LOT:5 W 1/2 NO 1 NE AND S END W 1/2 NO 2 NE
1106100005	Carl John Bonita Becker	Lease	1795 State Highway 123	Alexander	IL	626017007	RNG/BLK:8 TWP:15 SECT/LOT:6 NW COR NW S6 T15 R8 AND NE COR NE S1 T15 R9 DD4-1503 11-77
1002300005	David Andrew Leinberger	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:2 S 1/2 S 1/2 SW
1010400005	David Leinberger	Lease	2664 Harris Rd	Jacksonville	IL	626506272	N 35A E 1/2 SE
1011100001	David Andrew Leinberger	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:11 PT W 1/2 NW (N OF RD)
1011300003	David A Leinberger	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:11 PT W 1/2 SW DOC-474641 4-4-98 QC 2
1002300003	Djl Farm Llc	Lease	1456 Chaparral Dr	Mesquite	NV	890272206	N 1/2 SW 2-15W-9N
1002300004	Djl Farm Llc	Lease	1456 Chaparral Dr	Mesquite	NV	890272206	N 1/2 S 1/2 SW 2-15W-9N
1003300006	Leinberger Andrew H & Family Trust-no	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:3 LOT NO 4 SW NORTH OF HARRIS ROAD
1003300007	Leinberger Andrew H & Family Trust-no	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:3 LOT NO 4 SW NORTH OF HARRIS ROAD
1004400003	Leinberger Andrew H & Family Trust	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:4 PT W 1/2 E 1/2 NORTH OF HARRIS ROD
1004400004	Leinberger Andrew H & Family Trust	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:4 PT W 1/2 E 1/2 SOUTH OF HARRIS ROAD
1004400005	Leinberger Andrew H & Family Trust-no	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:4 S END E 1/2 E 1/2 NORTH OF HARRIS ROAD
1004400006	Leinberger Andrew H & Family Trust	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:4 S END E 1/2 E 1/2
1009200001	Leinberger Andrew H & Family Trust-so	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:9 E 1/2 NE AND PT W 1/2 NE
1009400002	Leinberger Andrew H & Family Trust	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:9 E 1/2 E 1/2 SE AND N 1/2 W 1/2 E 1/2 SE
1010100001	Leinberger Andrew H & Family Trust-so	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:10 W SD E 1/2 NW AND PT W 1/2 NW
1010300001	Leinberger Andrew H & Family Trust-so	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:10 SW
1010400001	Leinberger Andrew H & Family Trust-so	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:10 W 1/2 SE
1015200001	Leinberger Andrew H & Family Trust-so	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:15 W 1/2 NE
1016200004	Leinberger Andrew H & Family Trust-so	Lease	1017 Lake Ave	WILMETTE	IL	600911763	RNG/BLK:9 TWP:15 SECT/LOT:16 PT E 1/2 NE NE
0534100008	Becker Marc A Becker Timothy L	Lease	1790 State Highway 123	ALEXANDER	IL	626017004	RNG/BLK:9 TWP:16 SECT/LOT:34 E 1/2 NW N OF ROAD DOC-399766 5-90
1010400007	Marc A Becker Timothy L Becker	Lease	1883 State Highway 123	Alexander	IL	626017008	S 45A E 1/2 SE 10-15-9
1011300002	Marc A Becker Timothy L Becker	Lease	1883 State Highway 123	Alexander	IL	626017008	RNG/BLK:9 TWP:15 SECT/LOT:11 PT W 1/2 SW DOC-470845 7-23-97 2
1510200003	Duewer Gavin and Hannah	Good N	3358 W Loami Rd	New Berlin	IL	626704390	RNG/BLK:8 TWP:14 SECT/LOT:10 SW COR SE NE 185FT X 262FT DOC-426430 3-93 43,000
1510300004	Richard R Duewer Therese M Duewer	Lease	977 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:10 W 1/2 SW S OF RR
1510400005	Richard R Duewer Therese M Duewer	Lease	977 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:10 S END E 1/2 SE EXC THAT PT IN SANGAMON COUNTY AND EXC 7.78A IN NW SE SE DOC-496360 9-26-00 113,400 2 A
0631100002	Kenneth Carol Grady	Lease	2211 Old State Rd	Jacksonville	IL	626506255	RNG/BLK:8 TWP:16 SECT/LOT:31 N 27.60A OFF E 1/2 NW
0631200007	Kenneth Carol Grady	Lease	2211 Old State Rd	Jacksonville	IL	626506255	RNG/BLK:8 TWP:16 SECT/LOT:31 N 13.81A OFF W /12 W 1/2 NE EXC SE COR

1515100002	Hayes & Jones Farmland Llc	Lease	601 N Fairfax St	Alexandria	VA	223142083	RNG/BLK:8 TWP:14 SECT/LOT:15 SW NW AND PT SE NE
1523100001	Hayes & Jones Farmland Llc	Lease	601 N Fairfax St	Alexandria	VA	223142083	RNG/BLK:8 TWP:14 SECT/LOT:23 W 1/2 NW
0506300002	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:16 SECT/LOT:6 E 1/2 SW BY WILL
0506400003	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:16 SECT/LOT:6 S END W 1/2 SE
0507100003	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:16 SECT/LOT:7 PT W END S 1/2 NW
0507100005	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:16 SECT/LOT:7 N 1/2 NW AND E 1/2 SE NW EXP 5 A SW
0507200001	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:16 SECT/LOT:7 W 1/2 NE BY WILL
0509100002	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:16 SECT/LOT:9 E 1/2 NW DOC-445460 3-6-95 305,200 2
0509200003	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:16 SECT/LOT:9 S 3/4 NE DOC-446011 3-20-95 QC
0509300008	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:16 SECT/LOT:9 NE SW LYING N OF ROAD DOC-445460 3-6-95 305,200 2
0913400010	Ceres Properties	Lease	2376 Fox Ln	JACKSONVILLE	IL	626506262	RNG/BLK:10 TWP:15 SECT/LOT:13 S END E 1/2 SE DOC-494125 6-9-00 TRUST DD
1018300008	Ceres Properties Llc	Lease					
1018400005	Ceres Properties Llc	Lease					
1019100004	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:15 SECT/LOT:19 N END W 1 2 NW N END E 1 2 NW LYING NORTH FA 408-
1215300010	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	PT S 1/2 15-14-11
1215400004	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	18.06A S END E 1/2 W 1/2 SE 15-14-11
1313100003	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:10 TWP:14 SECT/LOT:13 SE NW EXC 16-81 IN W PT ALSO EXC 7-12 A IN E PT SE NW-
1313200002	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:10 TWP:14 SECT/LOT:13 S 1/2 NE
1313400008	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:10 TWP:14 SECT/LOT:13 PT N END E 1/2 SE DOC-470107 11-5-97 133,000 2
1313400015	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	N END E 1/2 SE & W 1/2 SE 13-14-10
1324100001	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:10 TWP:14 SECT/LOT:24 NW EXC 6 A MID PT-
1324200003	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:10 TWP:14 SECT/LOT:24 E 1/2 NE DOC-472343 2-3-98 264,000
1325200002	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:10 TWP:14 SECT/LOT:25 E 1/2 W 1/2 NE
1325200008	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:10 TWP:14 SECT/LOT:25 E 1/2 W 1/2 E 1/2 NE DOC-497017 10-12-00 WD B/R
1325200009	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:10 TWP:14 SECT/LOT:25 W 1/2 W 1/2 E 1/2 NE DOC-445918 2-23-95 40,000
1325200010	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:10 TWP:14 SECT/LOT:25 W1/2 E1/2 E1/2 NE DOC-445920 2-23-95
1325200013	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	PT W 1/2 W 1/2 NE 25-14-10
1408200007	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:8 PT E 1/2 NE 98-P-134 10-27-98
1409100002	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:9 E 1/2 NW
1409100004	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:9 PT W 1/2 NW 98-P-134 10-27-98
1409200001	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:9 N END W 1/2 W 1/2 NE 30 A AND S 1/2 SW NE 20 A
1409300002	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:9 10A N END NE SW
1409400001	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:9 10A N END NW SE
1417300001	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:17 SW EXC 31A NE COR

1417300002	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:17 NE COR SW
1418300010	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:18 PT NW SW AND SW NW DOC-470107 11-5-97 133,000 2
1418300012	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:18 PT W SD E 1/2 SW 18-14-9 DOC-449859 9-13-95 306,000
1418300013	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:18 E 1/2 SW EXC W 330' 18-14-9 DOC-476668 6-25-98 469,000 2
1418400001	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:18 W 1/2 SE DOC-476668 6-25-98 469,000 2
1418400002	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:18 E 1/2 SE
1419100002	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	E 1/2 NW
1419200001	Ceres Properties Llc	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:19 N 1/2 NE DOC-467359 7-24-9 262,000
1324100002	Fletcher Mark Rev Liv Trst 4 & 01 & 96	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:10 TWP:14 SECT/LOT:24 PT MID PT NW DOC-477568 7-31-98 TRUST DEED
1324200002	Fletcher Mark M Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:10 TWP:14 SECT/LOT:24 W 1/2 NE DOC-437100-02 3-9-94 160,000
1325200012	Fletcher Mark Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	PT W 1/2 W 1/2 NE 25-14-10
1403300011	Robinson Charles R Jr Sarah E	Lease	2700 Loami Rd	FRANKLIN	IL	626385085	RNG/BLK:9 TWP:14 SECT/LOT:3 PT W1/2 SW DOC-439886 4-27-94
1403300012	Robinson Charles R Jr Sarah E	Lease	2700 Loami Rd	FRANKLIN	IL	626385085	RNG/BLK:9 TWP:14 SECT/LOT:3 PT W1/2 SW DOC-439886 4-27-94
1108300004	Karen Middleton	Lease	3103 Old State Rd	Alexander	IL	626017093	RNG/BLK:8 TWP:15 SECT/LOT:8 PT 1183.25FT E SD SW 95-P-96 AND 99-P-71
1108300008	Karen Middleton	Lease	1487 Middleton Rd	Jacksonville	IL	626506435	MID PT SW 8-15-8
1508400003	Huot Thomas A Joan A	Lease	22 Catalina Ct	Jacksonville	IL	626503615	RNG/BLK:8 TWP:14 SECT/LOT:8 W 1/2 SE DOC-447504/505 5-31-95
1427300001	Scott John Christopher	Lease	717 Rees Station Rd	FRANKLIN	IL	626385122	RNG/BLK:9 TWP:14 SECT/LOT:27 NW SW DOC-459784 9-24-96 QC 2
1428400002	Scott John Christopher	Lease	717 Rees Station Rd	FRANKLIN	IL	626385122	RNG/BLK:9 TWP:14 SECT/LOT:28 NE SE DOC-459784 9-24-96 QC 2
1504100005	Barnes William & Angela	Good N	3196 Hermes Rd	Alexander	IL	626017016	RNG/BLK:8 TWP:14 SECT/LOT:4 .76A TRIANGLE S SD SW NW
1004100002	Farmers State Bank Beilschmidt Wm O	Lease	2907 Beilschmidt Rd	ALEXANDER	IL	626017040	RNG/BLK:9 TWP:15 SECT/LOT:4 NO 1 NW
1004300004	Farmers State Bank Trust Co Beilschmi	Lease	Po Box 1330	JACKSONVILLE	IL	626511330	PT E 1/2 SW 4-15-9
1004300005	Farmers State Bank Trust Co Beilschmi	Lease	Po Box 1330	JACKSONVILLE	IL	626511330	PT E 1/2 SW 4-15-9
1009100002	Farmers State Bank Beilschmidt Wm O	Lease	2907 Beilschmidt Rd	ALEXANDER	IL	626017040	RNG/BLK:9 TWP:15 SECT/LOT:9 PT E 1/2 NW
0619300007	Wm H Beilschmidt Beilschmidt Oley Ma	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:16 SECT/LOT:19 SE SW AND S 1/2 NE SW EXC ROW
0630100002	Farmers State Bank Beilschmidt Wm O	Lease	2985 Beilschmidt Rd	Alexander	IL	626017040	RNG/BLK:8 TWP:16 SECT/LOT:30 E 1/2 W 1/2 DD6-3062-63 10-83
0630200001	Wm H Beilschmidt Beilschmidt Oley Ma	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:16 SECT/LOT:30 W 1/2 W 1/2 NE EXC ROW
0630400001	Wm H Beilschmidt Beilschmidt Oley Ma	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:16 SECT/LOT:30 W 1/2 W 1/2 SE EXC ROW
1017400001	Passavant Memorial Hospital	Lease	1600 W Walnut St	JACKSONVILLE	IL	626501136	RNG/BLK:9 TWP:15 SECT/LOT:17 PT W 1/2 SE EXC 2A FOR FA 408
1020200001	Passavant Memorial Hospital	Lease	1600 W Walnut St	JACKSONVILLE	IL	626501136	RNG/BLK:9 TWP:15 SECT/LOT:20 N 1/2 OF W 1/2 NE EXC 8.7A FOR FA 408
1130300005	Passavant Memorial Area Hospital	Lease	400 Chatham Rd	Springfield	IL	627041458	60 ACRES OF S END SW 30-15-8
1130300009	Passavant Memorial Hospital	Lease	205 S 5Th St	Springfield	IL	627011490	PT SW EXCEPT 5.94A MID PT W 1/2 SW 30-15-8

1401400002	Passavant Memorial Hospital	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:14 SECT/LOT:1 SE EXC 3.26A
1014300002	Mary Joan Martin Joh M Giddings	Lease	26818 N 42Nd Way	Cave Creek	AZ	853312627	RNG/BLK:9 TWP:15 SECT/LOT:14 SE SW
1014300005	Mary Joan Martin Joh M Giddings	Lease	26818 N 42Nd Way	Cave Creek	AZ	853312627	RNG/BLK:9 TWP:15 SECT/LOT:14 W 1/2 SW AND NE SW EXC 3A SW COR TAKEN FOR ROAD AND SW COR SW DOC-396720 12-89 165,735
1023200001	Mary Joan Martin Joh M Giddings	Lease	26818 N 42Nd Way	Cave Creek	AZ	853312627	RNG/BLK:9 TWP:15 SECT/LOT:23 W 1/2 NE EXC 9.50A FOR FA 408
1433200006	Meyer Sheila Diane	Lease		FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:33 W 1/2 NE AND W 1/2 E 1/2 NE
1434300004	Meyer Sheila Diane	Lease		FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:34 NE SW
1433200007	Fuller Donna Jo	Lease		FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:33 W 1/2 NE AND W 1/2 E 1/2 NE
1508400004	Duffy Mary Stella	Lease	22 Catalina Ct	Jacksonville	IL	626503615	RNG/BLK:8 TWP:14 SECT/LOT:8 W 1/2 SE DOC-447504/505 5-31-95
0633400006	Bellatti John T	Lease	29298 Bolton Ln	Evergreen	CO	804399459	RNG/BLK:8 TWP:16 SECT/LOT:33 W SD SE DOC-435282 1-7-94
1104100006	Bellatti John T	Lease	29298 Bolton Ln	Evergreen	CO	804399459	RNG/BLK:8 TWP:15 SECT/LOT:4 N END W SD DOC-435282 1-7-94
0633400007	Bellatti John T	Lease	29298 Bolton Ln	Evergreen	CO	804399459	RNG/BLK:8 TWP:16 SECT/LOT:33 W SD SE DOC-435282 1-7-94
1104100007	Bellatti John T	Lease	29298 Bolton Ln	Evergreen	CO	804399459	RNG/BLK:8 TWP:15 SECT/LOT:4 N END W SD DOC-435282 1-7-94
0633300004	Bellatti John T & Margaret T Bellatti 201	Lease	29298 Bolton Ln	Evergreen	CO	804399459	RNG/BLK:8 TWP:16 SECT/LOT:33 E SD SW DOC-435282 1-7-94
0633400005	Green Susan Anne Trustee	Lease	29298 Bolton Ln	Evergreen	CO	804399459	RNG/BLK:8 TWP:16 SECT/LOT:33 W SD SE DOC-435282 1-7-94
1104100005	Green Susan Anne Trustee	Lease	29298 Bolton Ln	Evergreen	CO	804399459	RNG/BLK:8 TWP:15 SECT/LOT:4 N END W SD DOC-435282 1-7-94
1105200008	Bellatti John T & Margaret T Bellatti 201	Lease	29298 Bolton Ln	Evergreen	CO	804399459	RNG/BLK:8 TWP:15 SECT/LOT:5 9.84A E SD N END E 1/2 DOC-435282 1-7-94
1420200003	Brogdon Sarah	Lease	2535 Rees Rd	FRANKLIN	IL	626385110	RNG/BLK:9 TWP:14 SECT/LOT:20 SW NE
1420400004	Brogdon Sarah	Lease	2535 Rees Rd	FRANKLIN	IL	626385110	RNG/BLK:9 TWP:14 SECT/LOT:20 PT N 1/2 SE
1429100002	Brogdon Sarah	Lease	2535 Rees Rd	FRANKLIN	IL	626385110	RNG/BLK:9 TWP:14 SECT/LOT:29 E 1/2 NW
1029300005	Jackson Albert J Jackson Carolyn R	Lease	2460 Jackson Rd	JACKSONVILLE	IL	626506285	RNG/BLK:9 TWP:15 SECT/LOT:29 PT W 1/2 SW
1031200002	Jackson Albert J Jackson Carolyn R	Lease	2460 Jackson Rd	JACKSONVILLE	IL	626506285	RNG/BLK:9 TWP:15 SECT/LOT:31 E 1/2 NE
1030300003	Jackson, Mark	Lease	1242 Ginder Rd	JACKSONVILLE	IL	626506286	RNG/BLK:9 TWP:15 SECT/LOT:30 MID PT SW 234FT X 886FT
1030400002	Jackson Albert J Jackson Carolyn R	Lease	2460 Jackson Rd	JACKSONVILLE	IL	626506285	RNG/BLK:9 TWP:15 SECT/LOT:30 S PT W 1/2 SE AND PT W 1/2 E 1/2 SE
1031200001	Jackson Albert J Jackson Carolyn R	Lease	2460 Jackson Rd	JACKSONVILLE	IL	626506285	RNG/BLK:9 TWP:15 SECT/LOT:31 W 1/2 NE
1031400001	Jackson Albert J Jackson Carolyn R Ma	Lease	2460 Jackson Rd	JACKSONVILLE	IL	626506285	RNG/BLK:9 TWP:15 SECT/LOT:31 W 1/2 SE
1326400011	JACKSON ALBERT J CAROLYN R TR	Lease	756 Hoagland Rd	JACKSONVILLE	IL	626506339	PT S 1/2, SE 1/4, SECTION 26, TOWNSHIP 14N, RANGE 10W
1405200002	Jackson Albert J Jackson Carolyn R	Lease	2460 Jackson Rd	JACKSONVILLE	IL	626506285	RNG/BLK:9 TWP:14 SECT/LOT:5 PT E 1/2 NW AND NE DOC-437008 3-9-94
1509300001	Albert J Jackson Carolyn R Jackson	Lease	2460 Jackson Rd	Jacksonville	IL	626506285	RNG/BLK:8 TWP:14 SECT/LOT:9 W 1/2 SW EXC 3/100A FOR ROAD
1517200004	Albert J Jackson Carolyn R Jackson	Lease	2460 Jackson Rd	Jacksonville	IL	626506285	RNG/BLK:8 TWP:14 SECT/LOT:17 S 1/2 E 1/2 NE
1410200001	Bergschneider Thomas J Bergschnei U	Lease	734 Franklin Alexander Rd	FRANKLIN	IL	626385077	RNG/BLK:9 TWP:14 SECT/LOT:10 NW NE N 1/2 SW NE
1015400007	Betsy L Betsy L Davis Davis	Lease	1616 Cape Coral Pkwy W	Cape Coral	FL	339148911	S 1/2 N 1/2 SE 15-15-9

1419300002	Sievers Emily Mccullough	Lease		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:14 SECT/LOT:19 W1/2 SW & NE SW & N PT N1/2 SE SW DOC-482901 2-23-99 509440 MCCORMICK FARM LARGE
1105100008	Charles Braker	Lease	3126 Old State Rd	Alexander	IL	626017092	RNG/BLK:8 TWP:15 SECT/LOT:5 E 558.2FT OFF S 3317FT E SD W 1/2 AND PT W SD E 1/2
1108100005	Charles Braker	Lease	3126 Old State Rd	Alexander	IL	626017092	RNG/BLK:8 TWP:15 SECT/LOT:8 SE COR NE & NW OF SW & W PT NE
1134300005	Charles M. Braker	Lease	Rr 1	Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:34 E PT SW COR SW DOC-497978 6-21-2000
19340400013	Charles Braker	Lease	16813 Mansion Rd	New Berlin	IL	626704386	PT SE 1/4-PARCEL 2 ON SURVEY #2009R04623 34-15-8
1015100001	Thayer Jane	Lease	6100 Club Cholla Ct Ne	ALBUQUERQUE	NM	871118229	RNG/BLK:9 TWP:15 SECT/LOT:15 NW
1016200005	Thayer Jane	Lease	6100 Club Cholla Ct Ne	ALBUQUERQUE	NM	871118229	RNG/BLK:9 TWP:15 SECT/LOT:16 PT E 1/2 NE NE
1006200001	Thayer Jane E Thayer Und	Lease	6100 Club Cholla Ct Ne	ALBUQUERQUE	NM	871118229	RNG/BLK:9 TWP:15 SECT/LOT:6 PT LT 2 FRACT NW AND PT LT 2 FRACT NE
1410200010	Tillery Donald W Tillery Debra S	Good N	2767 Loami Rd	FRANKLIN	IL	626385154	RNG/BLK:9 TWP:14 SECT/LOT:10 NW COR E 1/2 NE DOC-495135 7-18-2000 AND
1425300037	Ransdell Charles	Lease	2710 Woodson Franklin Rd	FRANKLIN	IL	626385009	RNG/BLK:9 TWP:14 SECT/LOT:25 PT W PT E 1/2 SW E W EN NW SE
1425300038	Charles Ransdell	Lease	2710 Woodson Franklin Rd	Franklin	IL	626385009	RNG/BLK:9 TWP:14 SECT/LOT:25 PT W PT E 1/2 SW E W EN NW SE
1428200003	Ransdell Charles D	Lease	2710 Woodson Franklin Rd	FRANKLIN	IL	626385009	RNG/BLK:9 TWP:14 SECT/LOT:28 E 1/2 NE LYING N OF RR DOC-460467 10-21-96 QC
1429400001	Ransdell Charles D Marilyn P Lee	Lease	87 S Mc Intyre Way	GOLDEN	CO	804015062	RNG/BLK:9 TWP:14 SECT/LOT:29 W 1/2 SE DOC-433931 11-23-93 Q C
1432200004	Ransdell Charles	Lease	2710 Woodson Franklin Rd	FRANKLIN	IL	626385009	RNG/BLK:9 TWP:14 SECT/LOT:32 W 1/2 NE EXC SW COR DOC-442270 9-13-94 129,200
1432400003	Ransdell Charles	Lease	2710 Woodson Franklin Rd	FRANKLIN	IL	626385009	RNG/BLK:9 TWP:14 SECT/LOT:32 NE SE DOC460463/66 10-9-96 344,137 2
1432400006	Ransdell Charles	Lease	Woodson Franklin Rd	FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:32 E 1/2 W 1/2 SE AND SE SE EXCPT FOR 2.5 A IN NW COR
1433200005	Ransdell Charles	Lease	2710 Woodson Franklin Rd	FRANKLIN	IL	626385009	RNG/BLK:9 TWP:14 SECT/LOT:33 E 1/2 E 1/2 NE DOC-424182 1-93
1434100006	Ransdell Charles	Lease	2710 Woodson Franklin Rd	FRANKLIN	IL	626385009	RNG/BLK:9 TWP:14 SECT/LOT:34 W 1/2 NW EXC PT W 1/2 NW 1/4
1026200011	Betty Strawn	Good N	2914 Old 36	Alexander	IL	626017030	RNG/BLK:9 TWP:15 SECT/LOT:26 PT NE LYING N WABASH RR AND HARD ROAD DD7-1615 11-85
1434300002	First Presbyterian Church, of Jacksonvil	Lease	870 W College Ave	FRANKLIN	IL	62638	RNG/BLK:9 TWP:14 SECT/LOT:34 S 1/2 SW
1019200002	Newton Daniel and Shelly	Lease	1305 Edgehill Rd	JACKSONVILLE	IL	626502729	RNG/BLK:9 TWP:15 SECT/LOT:19 PT E 1/2 NE EXC 7.74A FOR FA 408 DOC-389741 12-88
1019200003	Newton Daniel and Shelly	Lease	1305 Edgehill Rd	JACKSONVILLE	IL	626502729	E SD NE EXC 1.50A FOR FA 408 19-15-9
1019400014	Newton Daniel and Shelly	Lease		JACKSONVILLE	IL	62650	PT MID PT SE 19-15-9
1019400015	Newton Daniel and Shelly	Lease		JACKSONVILLE	IL	62650	PT MID PT SE 19-15-9
1020100011	Newton Daniel and Shelly	Lease	1305 Edgehill Rd	JACKSONVILLE	IL	626502729	W 1/2 W 1/2 NW EXC W 32A & EXC ROW 20-15-9
1020100012	Newton Daniel and Shelly	Lease	1305 Edgehill Rd	JACKSONVILLE	IL	626502729	W 32 A OF THE WE 1/2 W 1/2 NW 20-15-9
1020100013	Newton Daniel and Shelly	Lease	1305 Edgehill Rd	JACKSONVILLE	IL	626502729	NE NW EXC ROW 20-15-9
1020100014	Newton Daniel and Shelly	Lease	1305 Edgehill Rd	JACKSONVILLE	IL	626502729	SE NW EXC 20-15-9
1118100002	Farmland Trust 42627	Lease	Po Box 72	Jacksonville	IL	626510072	RNG/BLK:8 TWP:15 SECT/LOT:18 S SD NW EXC ROW DOC-407463 4-91
1118200001	Farmland Trust 42627	Lease	Po Box 72	Jacksonville	IL	626510072	RNG/BLK:8 TWP:15 SECT/LOT:18 W 1/2 NE AND W 1/2 E 1/2 NE DOC-407463 4-91

0533200006	Plunkett Sally J	Lease	1112 Massey Ln	JACKSONVILLE	IL	626506731	RNG/BLK:9 TWP:16 SECT/LOT:33 E 1/2 NE DD5-5506
0534100014	Plunkett Sally J	Lease	1112 Massey Ln	JACKSONVILLE	IL	626506731	PT W 1/2 NW 34-16-9
0912100001	Plunkett Sally J	Lease	1112 Massey Ln	JACKSONVILLE	IL	626506731	RNG/BLK:10 TWP:15 SECT/LOT:12 NW COR NW DOC-464053 3-18-97 123,272
1316400001	Plunkett Sally J	Lease	1112 Massey Ln	JACKSONVILLE	IL	626506731	RNG/BLK:10 TWP:14 SECT/LOT:16 N 1 2 SE DOC-492259 3-15-00 247,812 B/R
0533300003	E & S & Family Farms Llp	Lease					
0533400001	E & S & Family Farms Llp	Lease	1112 Massey Ln	JACKSONVILLE	IL	626506731	RNG/BLK:9 TWP:16 SECT/LOT:33 N 1/2 SE DOC-492260 3-15-00 B/R 4
0534300001	E & S & Family Farms Llp	Lease	1112 Massey Ln	JACKSONVILLE	IL	626506731	RNG/BLK:9 TWP:16 SECT/LOT:34 NW COR W 1/2 SW DOC-492260 3-15-00 B/R 4
1105100005	E & S & Family Farms Llp	Lease	1112 Massey Ln	Jacksonville	IL	626506731	RNG/BLK:8 TWP:15 SECT/LOT:5 PT W 1/2 DD7-5297-98 3-87
1811100003	E & S & Family Farms Llp	Lease	1112 Massey Ln	JACKSONVILLE	IL	626506731	RNG/BLK:9 TWP:13 SECT/LOT:11 W1/2 W/12 NW WILL 12-93
1312100007	Freeman Richard R Freeman Tina G	Good N	1074 Asbury Rd	JACKSONVILLE	IL	626506511	RNG/BLK:10 TWP:14 SECT/LOT:12 MID PT N END E 1/2 NW
1301300001	Freeman Farms Ltd	Lease	136 E 56th St	NEW YORK	NY	100223614	RNG/BLK:10 TWP:14 SECT/LOT:1 E 1/2 SW AND N 1/2 NW SW DOC-414201 2-92
1301300002	Freeman Farms Ltd	Lease	723 Cropmate Rd	BLUFFS	IL	626218003	RNG/BLK:10 TWP:14 SECT/LOT:1 S 1/2 NW SW AND SW SW DD7-4257 10-86
1301400001	Freeman Farms Ltd	Lease	136 E 56th St	NEW YORK	NY	100223614	RNG/BLK:10 TWP:14 SECT/LOT:1 W 1/2 SE DOC-414201 2-92
1302100007	Freeman Farms Ltd	Lease	723 Cropmate Rd	BLUFFS	IL	626218003	RNG/BLK:10 TWP:14 SECT/LOT:2 N 1/2 N2 EXC SE COR DOC-465912 5-28-97 179400
1302400004	Freeman Farms Ltd	Lease	723 Cropmate Rd	BLUFFS	IL	626218003	RNG/BLK:10 TWP:14 SECT/LOT:2 E 12 1/2A OFF S 50A IN SE DD7-4251 10-86
1302400008	Freeman Farms Ltd	Lease	723 Cropmate Rd	BLUFFS	IL	626218003	RNG/BLK:10 TWP:14 SECT/LOT:2 MID PT E1/2 E1/2 SE DOC-484138 4-16-99
1311200004	Freeman Farms Ltd	Lease	723 Cropmate Rd	BLUFFS	IL	626218003	RNG/BLK:10 TWP:14 SECT/LOT:11 PT E SD NE DOC-492548 3-4-00 45,900 2
1312100001	Freeman Farms Ltd	Lease	723 Cropmate Rd	BLUFFS	IL	626218003	RNG/BLK:10 TWP:14 SECT/LOT:12 PT NW NW
1312100003	Freeman Farms Ltd	Lease	723 Cropmate Rd	BLUFFS	IL	626218003	RNG/BLK:10 TWP:14 SECT/LOT:12 PT W 1/2 NW DOC-492548 3-4-00 45,900 2
1312100006	Freeman Farms Ltd	Lease	723 Cropmate Rd	BLUFFS	IL	626218003	RNG/BLK:10 TWP:14 SECT/LOT:12 E 1/2 NW EXC 12.06A MID PT N END
1312200001	Freeman Farms Ltd	Lease	723 Cropmate Rd	BLUFFS	IL	626218003	RNG/BLK:10 TWP:14 SECT/LOT:12 W 1/2 NE
1312300002	Freeman Farms Ltd	Lease	723 Cropmate Rd	BLUFFS	IL	626218003	RNG/BLK:10 TWP:14 SECT/LOT:12 NE SW
1324400002	Freeman Farms Ltd	Lease	723 Cropmate Rd	BLUFFS	IL	626218003	RNG/BLK:10 TWP:14 SECT/LOT:24 SE DOC-493722/723 5-26-00 TR DEED
1012300003	Vm3 Family	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:12 S END E 1/2 SW DOC-481489 12-28-98 WD 3
1012400002	Vm3 Family	Lease		Alexander	IL	62601	RNG/BLK:9 TWP:15 SECT/LOT:12 PT SE EXC ROW DOC-481489 12-28-98 3
1013200002	Vm3 Family	Lease	1595 State Highway 123	Alexander	IL	626017006	RNG/BLK:9 TWP:15 SECT/LOT:13 E 1/2 EXC ROW'S DOC-481489 12-28-98 WD 3
1403300010	Robinson Larry M Robinson Tamra R	Good N	2704 Loami Rd	FRANKLIN	IL	626385085	RNG/BLK:9 TWP:14 SECT/LOT:3 MID PT S END W1/2 SW SEC 3 MID PT N END NW NW SEC 10 DOC-483492 3-17-99 15000
1404400006	Robinson Larry and Tamra	Lease	2700 Loami Rd	FRANKLIN	IL	626385085	RNG/BLK:9 TWP:14 SECT/LOT:4 PT SE SE SE

1025300001	Gerald F Cleer Michael H Cleer	Lease	2908 E 3Rd Rd	La Salle	IL	61301	RNG/BLK:9 TWP:15 SECT/LOT:25 W 1/2 SW DOC-496259 9-11-00 TRUST DD 2
1026400001	Gerald F Cleer Michael H Cleer	Lease	2908 E 3Rd Rd	La Salle	IL	61301	RNG/BLK:9 TWP:15 SECT/LOT:26 SE DOC-496259 9-11-00 TRUST DEED2
0911400003	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:11 PT W 1/2 SE AND E 1/2 SE DOC-437780 3-22-94 QC
0912100002	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:12 24.58 CHS X 13.20 CHS SW COR OF NW
0912100003	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:12 PT NE NW AND E SD NW
0912100004	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:12 SE COR NW DOC-437780 3-22-94 QC 10
0912200002	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:12 E SD NE DOC-437780 3-22-94 QC
0912300001	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:12 NW SW DOC-437780 3-22-94 QC 10
0912300002	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:12 PT E 1/2 SW DOC-437780 3-22-94 QC 10
0912300007	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:12 PT SW SW DOC-437780 3-22-94 QC
0912400001	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:12 N END W SD SE DOC-437780 3-22-94 QC
0914200002	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:14 NO 2 NW NE
0922200011	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:22 PT NE
0923100002	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:23 W 165FT NW LYING S OF OLD STATE ROAD AND N OF RAILROAD
1006400002	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:9 TWP:15 SECT/LOT:6 E 1/2 SE DOC-463499 2/10/97 445,300 3
1007400001	Boss Farms, LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:9 TWP:15 SECT/LOT:7 W 1/2 SE
1120200002	Boss Farms, LLC	Lease	2331 Fox Ln	Jacksonville	IL	626506264	RNG/BLK:8 TWP:15 SECT/LOT:20 E 1/2 LYING S OF FA408 EXC 3.24A FOR OLD RTE 36
1128100002	Boss Farms, LLC	Lease	2331 Fox Ln	Jacksonville	IL	626506264	RNG/BLK:8 TWP:15 SECT/LOT:28 S END E 1/2 NW
1128200005	Boss Farms, LLC	Lease	2331 Fox Ln	Jacksonville	IL	626506264	RNG/BLK:8 TWP:15 SECT/LOT:28 NE LYING S RR EXC 13.75A S END
1128300002	Boss Farms, LLC	Lease	2331 Fox Ln	Jacksonville	IL	626506264	RNG/BLK:8 TWP:15 SECT/LOT:28 E 1/2 SW
1128400004	Boss Farms, LLC	Lease	2331 Fox Ln	Jacksonville	IL	626506264	RNG/BLK:8 TWP:15 SECT/LOT:28 PT SE
0901100005	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:1 PT S END NO 2 NW
0901300002	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:1 E 1/2 SW EXC 1A BK-230 PG-46 12-68 76,000 2
0901300004	Armstrong Family LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:10 TWP:15 SECT/LOT:1 W 1/2 SW DOC-475164 5-1-98 250,000
0912400004	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	E SD SE ALL THAT PART LYING N OF DEORNELLAS RD 12-15-10
0913300007	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:13 W 1/2 SW
0914300002	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:14 E SD W 1/2 SW
0923100004	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:23 E SD N END W 1&2 NW-
0923100016	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:23 E SD S END W 1/2 NW EXC 1.25A NE COR 96-P-13 1/96
0924100001	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:24 PT NW NW LYN N OF OLD STATE RD

0924100004	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:24 NW COR E 1/2 NW AND W SD W 1/2 NW LYING S OF OLD STATE ROAD
0924100006	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:24 PT E 1/2 NW AND E SD W 1/2 NW 96-P-13 1/96
0924300001	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:24 N PT E 1/2 SW
0924300002	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:24 N PT E 1/2 SW AND PT W 1/2 SW 96-P-13 1/96
1005400008	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	N END W 1/2 SE AND W SD E 1/2 SE EXC FOR 14-11 ACRES IN SE CORNER 5-13-9
1006300003	Armstrong Family LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:9 TWP:15 SECT/LOT:6 SW EXC NW COR AND EXC S 38A
1006400003	Armstrong Family LLC	Lease	2331 Fox Ln	JACKSONVILLE	IL	626506264	RNG/BLK:9 TWP:15 SECT/LOT:6 W 1/2 SE EXC S 20A
1014100001	Armstrong Family LLC	Lease	1642 State Highway 78 N	Jacksonville	IL	626506228	RNG/BLK:9 TWP:15 SECT/LOT:14 NW DOC 462468 1-10-97
1128200004	Armstrong David	Lease	2331 Fox Ln	Jacksonville	IL	626506264	RNG/BLK:8 TWP:15 SECT/LOT:28 PT W SD S PT NE DOC-530641 10-28-96 76,500
1128400003	David R Armstrong	Lease	2331 Fox Ln	Jacksonville	IL	626506264	RNG/BLK:8 TWP:15 SECT/LOT:28 PT W SD N END SE DOC-460634 10-28-98 76,500 2
0924100007	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:24 PT E 1/2 NW AND E SD W 1/2 NW 96-P-13 1/96
0913300008	Armstrong Family LLC	Lease	1642 State Highway 78 N	JACKSONVILLE	IL	626506228	RNG/BLK:10 TWP:15 SECT/LOT:13 W 1/2 SW
1017100004	Ernest Trust	Lease	617 Conner Hills Rd	SEYMOUR	TN	378654327	RNG/BLK:9 TWP:15 SECT/LOT:17 W 1/2 W 1/2 NW
1428200001	Jacksonville Childrens Foundation Elliot	Lease	752 Bills Rd	JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:14 SECT/LOT:28 W 1/2 NE
1428400001	Jacksonville Childrens Foundation Elliot	Lease		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:14 SECT/LOT:28 NW SE
1416100011	Cox Edward W Cox (te)	Lease	1240 Quail Gardens Ct	ENCINITAS	CA	920242785	PT W 1/2 NW LYING S OF HWY AND N PT W 1/2 SW EXC 1.46 A WEST SIDE 16-14-9
1417200004	Cox Edward W Cox (te)	Lease	1240 Quail Gardens Ct	ENCINITAS	CA	920242785	RNG/BLK:9 TWP:14 SECT/LOT:17 SE COR NE AND NE COR SE DOC-438270 2-4-94 QC 2
1403200001	Clyde Cox Trust	Lease					RNG/BLK:9 TWP:14 SECT/LOT:3 NE EXC 1.70A SW COR DD4-1274/75 10-77 30,000
1403400001	Clyde Cox Trust	Lease					RNG/BLK:9 TWP:14 SECT/LOT:3 N END W 1/2 SE
1423100003	Hinderliter Trusts	Lease	789 Finley St	Jacksonville	IL	626501161	RNG/BLK:9 TWP:14 SECT/LOT:23 E SD E 1/2 NW DOC-498293 12-22-00 380,000 2T
1423300003	Hinderliter Trusts	Lease	789 Finley St	JACKSONVILLE	IL	626501161	RNG/BLK:9 TWP:14 SECT/LOT:23 E SD SW DOC-498293 12-22-00 380,000 2T
1531100001	Village Of Franklin	Good N	Po Box 119	FRANKLIN	IL	626380119	RNG/BLK:8 TWP:14 SECT/LOT:31 N 30A OFF E 1/2 NW
1531101009	Village Of Franklin	Good N	Po Box 119	FRANKLIN	IL	626380119	RNG/BLK: TWP:0 SECT/LOT: VILLAGE OF FRANKLIN MAPLE HEIGHTS ADDITION LTS 21 TO 69 INCL
1007200001	Klein Aileen	Lease	Po Box 1077	ENNIS	MT	597291077	RNG/BLK:9 TWP:15 SECT/LOT:7 NW NE AND W 1/2 E 1/2 NE
1007200002	Klein Aileen	Lease	Po Box 1077	ENNIS	MT	597291077	RNG/BLK:9 TWP:15 SECT/LOT:7 E 1/2 E 1/2 NE DOC-463499 2/10/97 445,300 3
1007200003	Klein Aileen	Lease	Po Box 1077	ENNIS	MT	597291077	RNG/BLK:9 TWP:15 SECT/LOT:7 SW NE
1133100003	John Richard Ankrom Jane Lukeman	Lease		New Berlin	IL	62670	RNG/BLK:8 TWP:15 SECT/LOT:33 S 1/2 N 1/2
1032400003	Becker Howard	Lease	1033 Becker Rd	JACKSONVILLE	IL	626506332	RNG/BLK:9 TWP:15 SECT/LOT:32 S END OF THE E 1/2 W 1/2 AND S END E 1/2 AND 19.5 ACRES OFF THE S END OF THE SE NE AND S END OF THE W 1/2 NE & S END OF THE S 1/2 NW
1301400003	Becker H Edward	Lease	1033 Becker Rd	JACKSONVILLE	IL	626506332	RNG/BLK:10 TWP:14 SECT/LOT:1 PT S 1/2 NE AND E 1/2 SE AND 20FT S SD W 1/2 SE DOC-398342 3-90 QC
1312200002	Becker Edward	Lease	1033 Becker Rd	JACKSONVILLE	IL	626506332	RNG/BLK:10 TWP:14 SECT/LOT:12 E 1/2 NE

1312400001	Becker Edward	Lease	1033 Becker Rd	JACKSONVILLE	IL	626506332	RNG/BLK:10 TWP:14 SECT/LOT:12 SE
1313100002	Becker Edward	Lease	1033 Becker Rd	JACKSONVILLE	IL	626506332	RNG/BLK:10 TWP:14 SECT/LOT:13 NE NW AND NE NW NW
1313200001	Becker Edward	Lease	1033 Becker Rd	JACKSONVILLE	IL	626506332	RNG/BLK:10 TWP:14 SECT/LOT:13 N 1/2 NE
1407300001	Becker Edward	Lease	1033 Becker Rd	JACKSONVILLE	IL	626506332	RNG/BLK:9 TWP:14 SECT/LOT:7 NW SW 87-P-115 8-87 5
1407300003	Becker Howard Edward	Lease	1013 Becker Rd	JACKSONVILLE	IL	626506332	RNG/BLK:9 TWP:14 SECT/LOT:7 SW SW
1803100001	Becker H Edward	Lease	1033 Becker Rd	JACKSONVILLE	IL	626506332	RNG/BLK:9 TWP:13 SECT/LOT:3 N PT NW
1504400003	Laurette A. Kaptena	Lease	322 W Morton Ave	Jacksonville	IL	626502813	RNG/BLK:8 TWP:14 SECT/LOT:4 S 1/2 E SD SE
1510100001A	Laurette A. Kaptena	Lease	322 W Morton Ave	Jacksonville	IL	626502813	RNG/BLK:8 TWP:14 SECT/LOT:10 NW EXC 1.20A DOC-455912 4-25-97 75,000
1510300001	Duewer et al	Lease	322 W Morton Ave	Jacksonville	IL	626502813	RNG/BLK:8 TWP:14 SECT/LOT:10 W 1/2 SW N OF RR
1510100001B	Duewer Revocable Trusts	Lease	322 W Morton Ave	Jacksonville	IL	626502813	RNG/BLK:8 TWP:14 SECT/LOT:10 NW EXC 1.20A DOC-455912 4-25-97 75,000
1108400001	Applebee Farms Inc	Lease	2 Dunlap Ct	Jacksonville	IL	626502414	RNG/BLK:8 TWP:15 SECT/LOT:8 SE EXC 10A W END S 1/2 SE
1427100002	Mather Justin A Kelse E	Good N	783 Rees Station Rd	FRANKLIN	IL	626385122	RNG/BLK:9 TWP:14 SECT/LOT:27 PT NW DOC-492633 3-30-00 WD
1427100021	Mather Justin A Kelse E	Good N	783 Rees Station Rd	FRANKLIN	IL	626385122	RNG/BLK:9 TWP:14 SECT/LOT:27 PT E 1/2 NW NW DD6-187/188 5-82
1433300005	Steinacher Steven J Steinacher Debora	Good N	2629 Woodson Franklin Rd	FRANKLIN	IL	626385007	RNG/BLK:9 TWP:14 SECT/LOT:33 PT NE COR SW 260FT X 350FT DOC-439768 6-94
1517100008	Johnson Kevin Courtney	Lease	22 Catalina Ct	Jacksonville	IL	626503615	RNG/BLK:8 TWP:14 SECT/LOT:17 E 1/2 E 1/2 NW
1517100009	Johnson Adam Paul	Lease	22 Catalina Ct	Jacksonville	IL	626503615	RNG/BLK:8 TWP:14 SECT/LOT:17 E 1/2 E 1/2 NW
1004200001	Trustees Of Illinois College	Lease		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:4 PT W 1/2 NE DOC-491710 2-15-00 5
0912400007	Armstrong Evan	Good N	1616 Wohlers Rd	JACKSONVILLE	IL	626506379	E SD SE ALL THAT PART LYING S OF DEORNELLAS RD 12-15-10
1414300001	Dodsworth Curt et al	Lease	4 Valevue Acres Dr	Jacksonville	IL	626506484	RNG/BLK:9 TWP:14 SECT/LOT:14 W 1/2 SW
1415400002	Dodsworth Curt et al	Lease	4 Valevue Acres Dr	Jacksonville	IL	626506484	RNG/BLK:9 TWP:14 SECT/LOT:15 E 1/2 SE DD6-3283 12-83
1509400002A	Gavin Duewer	Good N	3249 Loami Rd	Alexander	IL	626017012	RNG/BLK:8 TWP:14 SECT/LOT:9 NE COR W 1/2 SE DOC-496544 9-14-00 25,000 B/R
1428300001	Ransdell John P Ransdell Sand D	Lease	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529	RNG/BLK:9 TWP:14 SECT/LOT:28 NW SW AND N 1/2 NE SW DOC-433931 11-23-93 QC
1428300002	Ransdell Und 1 16th Int John	Lease	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529	RNG/BLK:9 TWP:14 SECT/LOT:28 S 1/2 NE SW AND S 1/2 SW DOC-460459/62 10-7-96 370,000
1417400004	Ransdell Elise A Ransdell Und	Lease	2309 Lindbergh Blvd	SPRINGFIELD	IL	627045529	RNG/BLK:9 TWP:14 SECT/LOT:17 S 1/2 SE
1014200007	Mark O Roberts	Lease	36 Long Bay	Springfield	IL	627129517	RNG/BLK:9 TWP:15 SECT/LOT:14 PT NE EXP HOMESITE 1.216 ACRES MID PT AND 2.96 OFF OF NE CORNER
1116100001	Bruce Kinnett Trust	Lease	144 Nottingham Rd	Springfield	IL	627045263	RNG/BLK:8 TWP:15 SECT/LOT:16 N 1/2 NW DOC-387347 9-88 QC
1116100002	Bruce Kinnett Trust	Lease	144 Nottingham Rd	Springfield	IL	627045263	RNG/BLK:8 TWP:15 SECT/LOT:16 S 1/2 NW DOC-387347 9-88 QC
1116200003	Bruce Kinnett Trust	Lease		Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:16 S 100A NE DD6-1153 9-81 340,000
1117200003	Bruce Kinnett Trust	Lease	4022 Springer Ln	Springfield	IL	627118042	RNG/BLK:8 TWP:15 SECT/LOT:17 N 1/2 NE EXC W 250FT DD4-4970 12-78
1117200005	Bruce Kinnett Trust	Lease	4022 Springer Ln	Springfield	IL	627118042	RNG/BLK:8 TWP:15 SECT/LOT:17 S 1/2 NE DOC-442439 10-14-94 196,250

1134100003	Darrel L Thoma Amy Thoma	UCE	4409 Blackwolf Rd	Springfield	IL	627117886	RNG/BLK:8 TWP:15 SECT/LOT:34 W END S PT NW AND W END SW EXC THAT PT IN SANGAMON COUNTY
1009100004	Jerry Kinnett	Lease	144 Nottingham Rd	SPRINGFIELD	IL	627045263	RNG/BLK:9 TWP:15 SECT/LOT:9 PT E 1/2 NW
1009200002	Jerry Kinnett	Lease	144 Nottingham Rd	SPRINGFIELD	IL	627045263	RNG/BLK:9 TWP:15 SECT/LOT:9 PT W 1/2 W 1/2 SW NE
1009300002	Jerry Kinnett	Lease	144 Nottingham Rd	SPRINGFIELD	IL	627045263	RNG/BLK:9 TWP:15 SECT/LOT:9 W PT E 1/2 SW
1016100007	Jerry Kinnett	Lease	144 Nottingham Rd	SPRINGFIELD	IL	627045263	PT N END E 1/2 SW 16-15-9
1016100008	Jerry Kinnett	Lease	144 Nottingham Rd	SPRINGFIELD	IL	627045263	PT N END W 1/2 SW N OF RD 16-15-9
1116300001	Jerry Kinnett	Lease	3210 Kennett Rd	Alexander	IL	626017077	RNG/BLK:8 TWP:15 SECT/LOT:16 W 1/2 SW DOC-387347 9-88 QC
1117400001	Jerry Kinnett	Lease	144 Nottingham Rd	Springfield	IL	627045263	RNG/BLK:8 TWP:15 SECT/LOT:17 W 1/2 SE DOC-387346 9-88 QC
1117400002	Jerry Kinnett	Lease	144 Nottingham Rd	Springfield	IL	627045263	RNG/BLK:8 TWP:15 SECT/LOT:17 E 1/2 SE DOC-387347 9-88 QC
1034400009	Farrell Kari	Good N	4177 Lake George Rd	DRYDEN	MI	484289712	PT W 1/2 SE 34-15-9
1426300010	Seymour Dan	Good N	301 Joanne Ln	DEKALB	IL	601151827	SE SW & NE SW EXCPT 20 FT OFF N SD 26-14-09
1426300008	Sarver Gail Christine	Good N	312 S Locust St	SYCAMORE	IL	601781805	RNG/BLK:9 TWP:14 SECT/LOT:26 SE SW
1117100004	Staley Ryan M	Lease	4 Washington Pl	Springfield	IL	62704	RNG/BLK:8 TWP:15 SECT/LOT:17 NE EXC .50A DOC-46118 11-15-96
1118200002	Staley Ryan M	Lease	4 Washington Pl	Springfield	IL	62704	RNG/BLK:8 TWP:15 SECT/LOT:18 E 1/2 E 1/2 NE DOC-461118 11-15-96
1514100001	Mrrt Farm Llc	Lease	18777 Katydid Rd	Pickering	MO	644769100	RNG/BLK:8 TWP:14 SECT/LOT:14 PT NW NW
1515200002	Mrrt Farm Llc	Lease	18777 Katydid Rd	Pickering	MO	644769100	RNG/BLK:8 TWP:14 SECT/LOT:15 NE NE
1515200003	Mrrt Farm Llc	Lease	18777 Katydid Rd	Pickering	MO	644769100	RNG/BLK:8 TWP:14 SECT/LOT:15 PT SW NE AND SE NW
1430200002	Lowry William E Lowry Donna J	Lease	Po Box 368	PITTSFIELD	IL	623630368	RNG/BLK:9 TWP:14 SECT/LOT:30 PT NE DOC-424590 1-93 80,000
1019300002	Howe Richard	UCE	897 State Route 121	MOUNT PULASKI	IL	625486058	RNG/BLK:9 TWP:15 SECT/LOT:19 SW EXC 1-54A TO WABASH RR EXC -75A IN NW SW
1030100001	Howe Richard	UCE	897 State Route 121	MOUNT PULASKI	IL	625486058	RNG/BLK:9 TWP:15 SECT/LOT:30 NW EXC 3-58A FOR RR ROW
1031300004	Knapp M J Mark Fletcher	Lease	232 Greencastle Cir	SPRINGFIELD	IL	62712	RNG/BLK:9 TWP:15 SECT/LOT:31 S END SW
1405100001	Knapp M J Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:5 NW NW
1405300004	Knapp M J Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:5 NE COR E SD E 1/2 SW
1405400010	Knapp M J Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:5 PT SE
1406100004	Knapp M J Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:6 S PT NW LYING NOF OF RR WILL 72-P-717
1406100006	Knapp M J Mark Fletcher	Lease	232 Greencastle Cir	SPRINGFIELD	IL	62712	RNG/BLK:9 TWP:14 SECT/LOT:6 N PT NW
1406200001	Knapp M J Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:6 N 1/2 NE
1408100005	Knapp M J Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:8 SE NW AND NE NW AND E 1/2 W 1/2 NW EXC RR LANDS AND HYWAY ROW
1408200009	Knapp M J Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:8 PT W 1/2 NE AND S PT E 1/2 NE
1408200010	Knapp M J Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:8 PT W 1/2 NE AND S PT E 1/2 NE
1408300010	Knapp M J Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:8 PT SW N OF B N RR
1408400011	Knapp M J Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	RNG/BLK:9 TWP:14 SECT/LOT:8 PT E 1/2 SE AND PT NW COR W 1/2 SE

1416100009	Knapp M J Mark Fletcher	Lease	3808 Cookson Rd	EAST SAINT LOUI	IL	622012126	W SD OF W1/2 NW LYING N OF QRR & S OF UNION BAPTIST ROAD 16-14-9
1508200002	Dorothy Duewer	UCE	981 Duewer Rd	Waverly	IL	626926102	RNG/BLK:8 TWP:14 SECT/LOT:8 E 1/2 NE
1514100002	Lois Mallin	UCE	88 Byram Ridge Rd	Armonk	NY	105041212	RNG/BLK:8 TWP:14 SECT/LOT:14 PT SW NW
1131400004	Bill R Long Barbara J Long	UCE	2880 Loami Rd	Franklin	IL	626385084	RNG/BLK:8 TWP:15 SECT/LOT:31 PT NE SE DOC-478176 8-24-98 70,000 B/R
1131400009	Bill R Long Barbara J Long	UCE	2880 Loami Rd	Franklin	IL	626385084	PT NE SE 31-15-8
1402300001	Bill R Long Barbara A Long	UCE	2880 Loami Rd	Franklin	IL	626385084	RNG/BLK:9 TWP:14 SECT/LOT:2 NW SW DOC-427855 5-93
1403300003	Long Bill R Long Barbara A	UCE	2880 Loami Rd	FRANKLIN	IL	626385084	RNG/BLK:9 TWP:14 SECT/LOT:3 NE SW DOC-427855 5-93 QC
1403400007	Bill R Long Barbara J Long	UCE	2880 Loami Rd	Franklin	IL	626385084	S 1/2 S 1/2 SE 3-14-9
1403400009	Bill R Long Barbara J Long	UCE	2880 Loami Rd	Franklin	IL	626385084	N1/2 S 1/2 SE 3-14-9
1403400010	Bill R Long Barbara J Long	UCE	2880 Loami Rd	Franklin	IL	626385084	PT NE 1/4, SE 1/4
1403400011	Bill R Long Barbara J Long	UCE	2880 Loami Rd	Franklin	IL	626385084	PT NE 1/4, SE 1/4
1131400002	Norman L Zeller	Lease	Po Box 558	Walnut	CA	917880558	RNG/BLK:8 TWP:15 SECT/LOT:31 S 1/2 SE DOC-444589 1-18-95 230000 2
1506200001	Norman L Zeller	Lease	Po Box 558	Walnut	CA	917880558	RNG/BLK:8 TWP:14 SECT/LOT:6 PT E END N 1/2 NE DOC-444589 1-18-95 230000 2
1411100004	Donald Bennett	Lease	20344 Pheasant Trl	Brainerd	MN	564017041	RNG/BLK:9 TWP:14 SECT/LOT:11 SE NW
1411200004	Donald Bennett	Lease	20344 Pheasant Trl	Brainerd	MN	564017041	RNG/BLK:9 TWP:14 SECT/LOT:11 S 1/2 NE EXC .50A
1411200005	Donald Bennett	Lease	20344 Pheasant Trl	Brainerd	MN	564017041	RNG/BLK:9 TWP:14 SECT/LOT:11 PT SE NE
1411400001	Donald Bennett	Lease	20344 Pheasant Trl	Brainerd	MN	564017041	RNG/BLK:9 TWP:14 SECT/LOT:11 W 1/2 SE DOC-393397 7-89
1411400002	Donald Bennett	Lease	20344 Pheasant Trl	Brainerd	MN	564017041	RNG/BLK:9 TWP:14 SECT/LOT:11 E 1/2 SE
1412100003	Donald Bennett	Lease	20344 Pheasant Trl	Brainerd	MN	564017041	RNG/BLK:9 TWP:14 SECT/LOT:12 S 1/2 NW AND S SD MID PT N 1/2 NW
1023100003	Mcdannald Norma J & John M et al	Lease	1502 Peters Dr	Saint Joseph	IL	618738824	RNG/BLK:9 TWP:15 SECT/LOT:23 NW AND 60A N END SW EXC 23A FOR FA 408
1019400023	Ginder David W	UCE	2502 Old 36	JACKSONVILLE	IL	626506309	RNG/BLK:9 TWP:15 SECT/LOT:19 SE COR SE AND 40FT NE SD E 1/2 SE
1020300007	Ginder David	UCE	2502 Old 36	JACKSONVILLE	IL	626506309	RNG/BLK:9 TWP:15 SECT/LOT:20 PT NO 2 SW
1024100007	David L Winkelman Leslie Winkelman	UCE	309 W Buchanan St	Ashland	IL	626127511	RNG/BLK:9 TWP:15 SECT/LOT:24 E 1/2 NW LYING N OF HIGHWAY DOC-492947 4-17-2000 49,500
1034100003	Ginder Gary L	UCE	2977 Palmetto Ct	DUNEDIN	FL	346989663	RNG/BLK:9 TWP:15 SECT/LOT:34 N 1/2 SW NW AND NW NW DOC-407568 5/91
1027400001	Stevenson Clarke Reed Trust	UCE		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:27 W 1/2 SE
1313400004	Holloway Andrew B Holloway Cindy G	Good N	2322 Barrows Rd	JACKSONVILLE	IL	626506343	RNG/BLK:10 TWP:14 SECT/LOT:13 PT SW COR S END E 1/2 SE SCHOOL
1413300001	Clark S Dodsworth	Lease	2307 Isle Royale Ln	Davis	CA	956166619	RNG/BLK:9 TWP:14 SECT/LOT:13 NW SW
1414400003	Clark S Dodsworth	Lease	2307 Isle Royale Ln	Davis	CA	956166619	RNG/BLK:9 TWP:14 SECT/LOT:14 PT N 1/2 SE AND SW SE
1413400001	Yuska David and Paul	Lease	30 Wadsworth Dr	Jacksonville	IL	626501383	RNG/BLK:9 TWP:14 SECT/LOT:13 W 1/2 SE DOC-429083 6-93
1430100001	Yuska David and Paul	Lease	30 Wadsworth Dr	JACKSONVILLE	IL	626501383	RNG/BLK:9 TWP:14 SECT/LOT:30 W 1/2 NW DOC-428807 6-93
1703200005	Yuska David and Paul	Lease	30 Wadsworth Dr	JACKSONVILLE	IL	626501383	RNG/BLK:10 TWP:13 SECT/LOT:3 E 1/2 LYING N OF RR
1703200007	Yuska David and Paul	Lease	30 Wadsworth Dr	JACKSONVILLE	IL	626501383	RNG/BLK:10 TWP:13 SECT/LOT:3 PT NE LYING S RR
1008200003	Stone Joan	Lease		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:8 SE COR E 1/2 NE
1008400002	Stone Joan	Lease		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:8 E 1/2 SE
1009100003	Stone Joan	Lease		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:9 PT SW NW

1009300001	Stone Joan	Lease		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:9 W 1/2 SW
1016100005	Stone Joan	Lease	35864 Apple Creek Rd	MODESTO	IL	626677022	N 17 1/2A W 1/2 NW 16-15-9
1016100006	Stone Joan	Lease	35864 Apple Creek Rd	MODESTO	IL	626677022	S 20 1/2A W 1/2 NW 16-15-9
1017200007	Stone Joan	Lease	2583 Old State Rd	JACKSONVILLE	IL	626506258	E 1/2 NE N OF RD 17-15-9
1017200008	Stone Joan	Lease	2583 Old State Rd	JACKSONVILLE	IL	626506258	E 1/2 NE S OF RD 17-15-9
1017400002	Stone Joan	Lease		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:17 E 1/2 SE
1107300002	J Mark Bergschneider	Lease	2931 Bergschneider Rd	Alexander	IL	626017033	RNG/BLK:8 TWP:15 SECT/LOT:7 SW LYING S OF SPFD RD & HIWAY ROW DOC-492935&936 4-14-00 TRUST D
1107400001	J Mark Bergschneider	Lease	2931 Bergschneider Rd	Alexander	IL	626017033	RNG/BLK:8 TWP:15 SECT/LOT:7 SE DOC-492935&936 4-14-00 TRUST D
1118100001	J Mark Bergschneider	Lease	2931 Bergschneider Rd	Alexander	IL	626017033	RNG/BLK:8 TWP:15 SECT/LOT:18 N 1/2 NW EXC ROW DOC-492935&936 4-14-00 TRUST D
1423200001	Clark S Dodsworth	Lease	2307 Isle Royale Ln	Davis	CA	956166619	RNG/BLK:9 TWP:14 SECT/LOT:23 S 1/2 NE AND NW NE WILL 99-P-99 08-99
1423400004	Dodsworth Clark S	Lease	2307 Isle Royale Ln	DAVIS	CA	956166619	RNG/BLK:9 TWP:14 SECT/LOT:23 N PT N 1/2 SE WILL 99-P-99 08-99
1424100004	Clark S Dodsworth	Lease	2307 Isle Royale Ln	Davis	CA	956166619	RNG/BLK:9 TWP:14 SECT/LOT:24 N PT SW NW WILL 99-P-99 08-99
1412300001	Nancy Becker	UCE	2792 Anderson Rd	Franklin	IL	626385090	RNG/BLK:9 TWP:14 SECT/LOT:12 W 1/2 SW DOC-498406&407 1-9-01 250,000
1429100001	Becker Nancy	UCE	2792 Anderson Rd	FRANKLIN	IL	626385090	RNG/BLK:9 TWP:14 SECT/LOT:29 60A OFF NE W 1/2 NW DOC-396556 11-89
1029300006	Johnson Agnes Trust	UCE		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:29 20A W SD SW
1030400003	Johnson Agnes Trust	UCE		JACKSONVILLE	IL	62650	RNG/BLK:9 TWP:15 SECT/LOT:30 E 1/2 E 1/2 SE
1508200003	Everett Johnson	UCE	720 Dahman Rd	Franklin	IL	626384900	RNG/BLK:8 TWP:14 SECT/LOT:8 E 1/2 W 1/2 NE
1015200002	Brasel Family Limited Partnership	UCE	2240 W Morton Ave	Jacksonville	IL	626502627	RNG/BLK:9 TWP:15 SECT/LOT:15 E 1/2 NE DOC-474927-928 4-23-98
1030300002	Brasel Family Limited Partnership	UCE	2240 W Morton Ave	JACKSONVILLE	IL	626502627	RNG/BLK:9 TWP:15 SECT/LOT:30 PT SW DOC-474927-928 4-23-98
1034300003	Dobyns Partners Ltd	UCE		FRANKLIN	IL	62638	RNG/BLK:9 TWP:15 SECT/LOT:34 MID PT E 1/2 SW DOC-494473 6-23-00 QC 2
1034400006	Dobyns Partners Ltd	UCE		FRANKLIN	IL	62638	RNG/BLK:9 TWP:15 SECT/LOT:34 PT SE DOC-494473 6-23-00 QC 2
1121400001	Kathleen Ann Reif Cy Sue Gray	Lease	1417 Lakelawn Dr	South Jacksonville	IL	626503403	RNG/BLK:8 TWP:15 SECT/LOT:21 N 1/2 SE
1414100001	Kathleen Ann Reif Cy Sue Gray	Lease	1417 Lakelawn Dr	South Jacksonville	IL	626503403	RNG/BLK:9 TWP:14 SECT/LOT:14 W 1/2 W 1/2 NW
1415200002	Gray Kathleen Ann Reif Cy Sue	Lease	1417 Lakelawn Dr	SOUTH JACKSON	IL	626503403	RNG/BLK:9 TWP:14 SECT/LOT:15 E 1/2 NE AND E 1/2 W 1/2 NE
1023200006	Jeffrey York	UCE	2335 Fox Ln	Jacksonville	IL	626506264	ALL THAT PT OF E 1/2 OF NE LYING S OF INT 72 23-15-9
1022400002	Rachel Armstrong Luk Evan Wright	UCE	3225 Hog Barn Rd	Pleasant Plains	IL	626773465	RNG/BLK:9 TWP:15 SECT/LOT:22 PT OF E 1/2 SE
1022400003	Rachel E Armstrong Luke B Evan P	UCE	91 N Owen Long Rd	New Berlin	IL	626704335	RNG/BLK:9 TWP:15 SECT/LOT:27 PT N END NE
1027200001	Rachel E Armstrong Luke B Evan P	UCE	91 N Owen Long Rd	New Berlin	IL	626704335	RNG/BLK:9 TWP:15 SECT/LOT:27 PT N END NE
0912400007	Armstrong Evan	UCE	1616 Wohlers Rd	JACKSONVILLE	IL	626506379	E SD SE ALL THAT PART LYING S OF DEORNELLAS RD 12-15-10
1109100002	Paul E Armstrong Custodian Armstrong	Lease	91 N Owen Rd	Alexander	IL	62601	RNG/BLK:8 TWP:15 SECT/LOT:9 E 1/2 NW 80.00 ACRES DOC-442901-903 11-1-94
1409100003	Knapp M J Mark Fletcher	Lease	232 Greencastle Cir	SPRINGFIELD	IL	62712	RNG/BLK:9 TWP:14 SECT/LOT:9 S END W 1/2 NW
1409300008	Knapp M J Mark Fletcher	Lease	232 Greencastle Cir	SPRINGFIELD	IL	62712	RNG/BLK:9 TWP:14 SECT/LOT:9 NW SW AND SW COR SW SW

1409300009	Knapp M J Mark Fletcher	Lease	232 Greencastle Cir	SPRINGFIELD	IL	62712	RNG/BLK:9 TWP:14 SECT/LOT:9 NW SW AND SW COR SW SW
1022200004	Pain Maker Land Llc	UCE	91 N Owen Long Rd	New Berlin	IL	626704335	RNG/BLK:9 TWP:15 SECT/LOT:22 PT NE AND N END W 1/2 W 1/2 SE LYING S OF FA 408

1421100005	Fromme Justin M	Good Neighbor	2602 Yording Rd	FRANKLIN	IL	626385143	RNG/BLK:9 TWP:14 SECT/LOT:21 SW COR NW SEC 21 AND SE COR NE SEC 20 DOC-450740 10-7-95
1413100004	Jeffrey Bergschneider	UCE	2910 Kenny Rd	Franklin	IL	626385103	RNG/BLK:9 TWP:14 SECT/LOT:13 E PT NW BK-215 PG-335 6-65
1517200006	John Daniel Eilering and Carolyn Sue Eilering	UCE	22 Catalina Ct	Jacksonville	IL	626503615	RNG/BLK:8 TWP:14 SECT/LOT:17 E PT SW NE
1413100005	Brandon Wesley Bergschneider	UCE	2910 Kenny Rd	Franklin	IL	626385103	RNG/BLK:9 TWP:14 SECT/LOT:13 E PT NW BK-215 PG-335 6-65
1420400005	Whitlock Scott E Whitlock Lisa J	Good Neighbor	833 Ransdell Rd	FRANKLIN	IL	626385118	RNG/BLK:9 TWP:14 SECT/LOT:20 PT N 1/2 SE DOC-475749 5-22-98 76,000
1518400004	Jeffrey R Bergschneider	UCE	831 Dodsworth Rd	Franklin	IL	626385081	RNG/BLK:8 TWP:14 SECT/LOT:18 PT W 1/2 SE 3.89A FOR RR
1413100003	Jeffrey R & Peggy J Bergschneider	UCE	2910 Kenny Rd	Franklin	IL	626385103	RNG/BLK:9 TWP:14 SECT/LOT:13 E PT NW BK-215 PG-335 6-65

621818
Jill Waggener
RECORDER
Morgan COUNTY, IL
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05/03/2018 10:08:06 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

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Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 26, 2018 (the "Effective Date"), by and between Robert A. Spradlin, a single person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Robert Spradlin
Name: Robert A. Spradlin

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 26 day of February, 2018 by Robert A Spradlin

KATHRYN A THOMPSON
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 30, 2020

Kathy A Thompson
Printed Name: Kathryn A. Thompson
Notary Public in and for the State of Illinois
My Commission Expires: Nov 30, 2020

[SEAL]

Spouse's Signature (if applicable)*

By: N/A
Name:

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____
_____
_____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 21st day of March 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1

Part of the West half of the Southwest quarter of Section Four (4), described as follows: Beginning at the Southeast corner of the West half of the Southwest quarter of Section 4, thence West 950 feet, thence North 850 feet, thence East 950 feet, thence South to the point of beginning, all in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, subject to highways as now located and existing public utility easements. Situated in Morgan County, Illinois.

Tract 2

Part of the Southeast Quarter of Section Twenty-one (21), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: From the Southeast corner of said Section 21; thence South 89°51'50" West on the section line 611.69 feet; thence North 00°33'17" West 73.76 feet to a point on the North right-of-way line of Old Illinois Route 54, the point of beginning; thence continuing on said course, 1247.89 feet to a point on the North line of the South half of the Southeast quarter of said Section 21; thence North 89°37'55" East on the quarter-quarter section line, 618.97 feet; thence South 00°14'23" East on the section line 995.59 feet; thence North 86°23'54" West 288.85 feet; thence South 00°14'23" East 274.00 feet to aforesaid North right-of-way line of Old Illinois Route 54; thence North 86°23'54" West on said North right-of-way line 205.43 feet; thence South 83°36'51" West on said right-of-way line 119.35 feet to the point of beginning.

Tract 3

The Southwest Quarter of the Southeast Quarter of Section 5 and 25 feet off of the West Side of the Northwest Quarter of the Southeast Quarter of said Section 5, in Township 14 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 4

The Northeast Quarter of the Northwest Quarter of Section 8 and the East Half of the Southeast Quarter of the Northwest Quarter on Section 8, in Township 14 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 5

Part of the Southeast Quarter of Section 21, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: From the Southwest corner of Southeast Quarter of said Section 21; thence North 00°33'17" West on the quarter section line, 52.20 feet to the North right-of-way line of Old Illinois Route 54, the point of beginning; thence continuing on said course, 1261.27 feet to the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 21; thence North 89 °37'55" East on the quarter quarter Section line, 1386.26 feet; thenc e South 00°33'17" East, 1252.57 feet to aforesaid North right-of-way line; thence So ıth 89°16'21" West on said right-of-way line, 1386.26 feet to the point of beginning. containing 40.00 acres, more or less.

Tract 6

Part of the Northeast quarter of Section 28, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: From the Northwest corner of Northeast quarter of said Section 28; thence South 01°19'45" East on the quarter section line, 47.81 feet to the South right-of-way line of Old Illinois Route 54, the point of beginning; thence South 89°57'12" East on said right-of-way line, 739.98 feet; thence North 89°16'12" East on said right-of-way line, 740.24 feet; thence South 89°21'39" East on said right-of-way line, 457.20 feet; thence South 77°57'03" East, 145.03 feet; thence South 00°44'58" West, 344.24 feet to the North right-of-way line of the Norfolk & Southern Railroad; thence South 89°47'40" West on said North right-of-way line, 2065.90 feet; thence North 01°19'45" West on the quarter section line, 378.27 feet to the point of beginning containing 17.91 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

621819
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
05/03/2018 10:08:48 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 28, 20 18 (the "Effective Date"), by and between Michael Johnson and JoAnn Johnson, husband and wife (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Michael R. Johnson Sr.
Name: Michael R. Johnson, Sr.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28th day of February, 2018 by Michael R Johnson Sr

Crystal K Chappell
Printed Name: Crystal K Chappell
Notary Public in and for the State of Illinois
My Commission Expires: 6-12-18

[SEAL]

OFFICIAL SEAL
CRYSTAL K CHAPPELL
Notary Public - State of Illinois
My Commission Expires Jun 12, 2018

Spouse's Signature (if applicable)*

By: JoAnn Johnson
Name: Jo Ann Johnson

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28th day of February, 2018 by JoAnn Johnson, spouse.

Crystal K Chappell
Printed Name: Crystal K Chappell
Notary Public in and for the State of Illinois
My Commission Expires: 6-12-18

[SEAL]

OFFICIAL SEAL
CRYSTAL K CHAPPELL
Notary Public - State of Illinois
My Commission Expires Jun 12, 2018

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 29th day of March 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West Half of the West Half of the Northeast Quarter of Section Eight (8) in Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, SUBJECT to highways as now located.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624313
Receipt #: 18143039 Total Fees: $48.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/2/2018 9:46:26 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

AMENDMENT TO
LEASE AND EASEMENT AGREEMENT FOR WIND ENERGY PROJECT AND MEMORANDUM OF AGREEMENT

This Amendment to the Lease and Easement Agreement for Wind Energy Project and Memorandum of Agreement (this "Amendment") is made, dated and effective as of September 28, 2018 (the "Amendment Effective Date"), between Michael R. Johnson, a/k/a Michael Johnson, and JoAnn Johnson, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee")

WHEREAS, Lessor and Lessee are parties to that certain Lease and Easement Agreement for Wind Energy Project with an Effective Date of February 2, 2018 (as the same may be modified, amended, and/or supplemented from time to time, the "Agreement"), a memorandum of which (the "Memorandum") was recorded May 3, 2018 as Instrument No. 621819 in the Real Property Records of Morgan County, Illinois ("Official Records");

WHEREAS, Pursuant to the Agreement, Lessor granted and conveyed to Lessee the exclusive right to use that certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached to the Agreement and attached hereto (the "Original Property") for Wind Energy Purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Agreement and Memorandum to add additional real property to the Agreement and Memorandum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2. Additional Property. Exhibit A of the Agreement and the Memorandum is hereby amended by adding the description of real property in Exhibit A-1 attached hereto (the "Additional Property"). As of the date hereof, all references in the Agreement and Memorandum to the "Property" shall mean the lands described in Exhibit A and Exhibit A-1 attached hereto.

3. Miscellaneous. The Agreement as amended by this Amendment is ratified, approved and confirmed, and all terms and conditions thereof remain in full force and effect. In the event of a discrepancy between this Amendment and the Agreement, the terms of this Amendment shall control. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument. The Agreement, together with this Amendment, shall constitute and be referred to as the "Agreement." The Parties agree that this Amendment shall be recorded in the Official Records.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

"LESSOR"

By: Michael R. Johnson, Jr.
Name: Michael R. Johnson, a/k/a Michael Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of September, 2018 by Michael R. Johnson, a/k/a Michael Johnson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

By: JoAnn Johnson
Name: JoAnn Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of September, 2018 by JoAnn Johnson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 5th day of October, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Amendment

Legal Description of the Original Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West Half of the West Half of the Northeast Quarter of Section Eight (8) in Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, SUBJECT to highways as now located.

Tax Parcel Reference: 1508200004 (40 acres)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Exhibit A-1 to Amendment

Legal Description of the Additional Property

Situate in the County of Morgan, and State of Illinois, to-wit:

From a point in the center of the Alexander-Franklin Road lying adjacent on the West of Section 18 in Township 14 North and Range 8 West of the Third Principal Meridian to a point 1378 feet East on the center line of the road adjacent on the North of the Southwest quarter of said Section 18, said point being the point of beginning, thence East 160 feet, thence South 190 feet, thence West 160 feet, thence North 190 feet to the point of beginning, subject to existing rights of way for road purposes;

Tax Parcel Reference: 1518300006 (0.7 acres)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

621820
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
05/03/2018 10:09:06 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 27, 2018 (the "Effective Date"), by and between Hoelzer Farms, LLC, a Illinois limited liability company ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Hoelzer Farms, LLC, a Illinois limited liability company

By: Karen Hoelzer
Name: Karen Hoelzer
Title: Manager

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27th day of March, 2018 by Karen Hoelzer, as Manager for Hoelzer Farms, LLC, a Illinois limited liability company.

Susan Caillier
Printed Name: Susan Caillier
Notary Public in and for the State of IL
My Commission Expires: 2-14-22

[SEAL]

SUSAN CAILLIER
Official Seal
Notary Public – State of Illinois
My Commission Expires Feb 14, 2022

By: N/A
Name:
Title:

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____, as _____ for Hoelzer Farms, LLC, a Illinois limited liability company.

Printed Name:
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6th day of April 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The East half of the Southwest Quarter of Section Sixteen (16) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian.

Tract 2:

The East Half (E½) of the Southwest Quarter (SW¼) of Section Fourteen (14) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, in Morgan County, Illinois, excepting therefrom the following described parcel of real estate, to-wit: Commencing at an iron pin at the Northeast corner of the East Half (E½) of the Southwest Quarter (SW¼) of said Section Fourteen (14); thence South 89° 13' 0" West, Two hundred forty-three and thirty-six hundredths (243.36) feet to the point of beginning; thence South 0° 47' 0" East, Four hundred twenty-five (425) feet to an iron pin; thence South 89° 13' 0" West, Three hundred fifteen (315) feet to an iron pin; thence North 0° 47' 0" West, Four hundred twenty-five (425) feet to the North line of the East Half (E½) of the Southwest Quarter (SW¼) of said Section Fourteen (14); thence North 89° 13' 0" East, Three hundred fifteen (315) feet to the point of beginning; as shown on Plat of Survey dated December 29, 1994 and made by John W. Garrison, Jr., registered Professional Land Surveyor No. 1564, State of Illinois, and filed in the Morgan County Recorder's Office on January 5, 1995 as Document No. 444290, to which reference is made for greater certainty; said excepted parcel containing 3.07 acres, more or less; all situated in the County of Morgan in the State of Illinois.

Tract 3:

Lot 2 in the Northwest Fractional Quarter of Section Nineteen (19) in Township Fourteen (14) and Range Nine (9) West of the Third Prinicpal Meridian, subject to highways as now located.

Tracts 4-5:

The Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of Section Twenty-nine (29) and the South half (S ½) of the Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) of Section Twenty-nine (29) in Township fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

621821
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
05/03/2018 10:09:25 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 16, 2018 (the "Effective Date"), by and between Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and Barbara J. Johnson, a single ~~married~~ person, a Remainderman (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Donald R Johnson
Name: Donald R. Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 16 day of March, 2018 by Donald R. Johnson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11/03/19

[SEAL]

"LESSOR"

By: Barbara J Johnson
Name: Barbara J. Johnson

THE STATE OF Fl. §
§
COUNTY OF Pinellas §

This instrument was acknowledged before me on the 5 day of March 20 18 by Barbara J. Johnson.

Donna M Mercurio
Printed Name: Donna M Mercurio
Notary Public in and for the State of Fl
My Commission Expires: 6/10/18

[SEAL]

DONNA M. MERCURIO
Notary Public, State of Florida
Commission# FF 131609
My comm. expires June 10, 2018

Spouse's Signature (if applicable)*

By: _____
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 3rd day of April 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East half of the Southwest quarter of Section Twelve (12) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

621822
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
05/03/2018 10:09:47 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 16, 2018 (the "Effective Date"), by and between Donald R. Johnson, a single person; Individually and as Life Estate Tenant; and Debra Kay Johnson, f/k/a Debra Kay Pierce, a single ~~/ married~~ person, as Remainderman (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Donald R. Johnson
Name: Donald R. Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 16 day of March, 2018 by Donald R. Johnson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11/03/19

[SEAL]

"LESSOR"

By: Debra Kay Johnson
Name: Debra Kay Johnson, f/k/a Debra Kay Pierce

THE STATE OF Mo §
§
COUNTY OF LINCOLN §

This instrument was acknowledged before me on the 27 day of Feb, 2018 by Debra Kay Johnson, f/k/a Debra Kay Pierce.

Pam Finnerty
Notary Public-Notary Seal
State Of Missouri
Commissioned for Lincoln County
My Commission Expires 11/01/2019
#11343753
[SEAL]

Pam Finnerty
Printed Name: Pam Finnerty
Notary Public in and for the State of Mo
My Commission Expires: 11-01-2019

Spouse's Signature (if applicable)*

By: N/A
Name: N/A

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: Jeanine G. Wolanski
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 3rd day of April 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

Donna Sharpe Linthicum
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Northwest quarter of the Northwest quarter of Section Seventeen (17) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

621823
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
05/03/2018 10:10:14 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 16, 2018 (the "Effective Date"), by and between Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and Stacy J. Lawrence, a ~~single~~ / married person, as Remainderman (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Donald R Johnson
Name: Donald R. Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 16 day of March, 2018 by Donald R. Johnson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11/03/19

[SEAL]

"LESSOR"

By: Stacy J. Lawrence
Name: Stacy L. Lawrence
Stacy J. Lawrence

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 10 day of March, 20 18 by Stacy ~~L.~~ J. Lawrence.

Stephanie Pottier
Printed Name: Stephanie Pottier
Notary Public in and for the State of IL
My Commission Expires: 12-21-2021

[SEAL]

OFFICIAL SEAL
STEPHANIE POTTIER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-21-2021

Spouse's Signature (if applicable)*

By:
Name: CHRIS LAWRENCE

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 10 day of March, 20 18 by Christopher Lawrence, spouse.

Stephanie Pottier
Printed Name: Stephanie Pottier
Notary Public in and for the State of IL
My Commission Expires: 12-21-21

[SEAL]

OFFICIAL SEAL
STEPHANIE POTTIER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-21-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 11th day of April 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West half of the Southeast quarter of Section Nine (9) in Township Fourteen (14) and Range Eight (8) West of the Third Principal Meridian, except the following part thereof:

Part of the West half of the Southeast Quarter of Section Nine (9) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian, bounded and described as follows:

Beginning at the Northeast corner of said Half-Quarter Section, and running thence West 542 Feet, thence South 320 Feet, thence East 542 feet, thence North 320 feet to the place of beginning, subject to highways as now located.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

621824
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
05/03/2018 10:10:36 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 23, 20 18 (the "Effective Date"), by and between Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and William J. Johnson, a married person, Remainderman (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Donald R Johnson
Name: Donald R. Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 16 day of March, 2018 by Donald R. Johnson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11/03/19

[SEAL]

"LESSOR"

By: _____
Name: William J. Johnson

THE STATE OF Georgia §
§
COUNTY OF Forsyth §

This instrument was acknowledged before me on the 23 day of March, 2018 by William J. Johnson.

Kalpana Desai

Printed Name: KALPANA DESAI
Notary Public in and for the State of Georgia
My Commission Expires: 05/20/2018

[SEAL]

KALPANA DESAI
NOTARY PUBLIC, FORSYTH COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 20, 2018

Spouse's Signature*

By: _____
Name: Jodi Elizabeth Johnson

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF GA §
§
COUNTY OF Forsyth §

This instrument was acknowledged before me on the 2 day of April, 2018 by _____ Jodi Elizabeth Johnson, spouse.

Nilam Desai

Printed Name: NILAM DESAI
Notary Public in and for the State of GA
My Commission Expires: Nov. 20, 2021

[SEAL]

NILAM DESAI
COM. EXP.
NOTARY
PUBLIC
Nov. 20, 2021
GWINNETT COUNTY, GEORGIA

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 11th day of April 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The North half of the Northeast Quarter of Section Thirteen (13) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

622644
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
06/28/2018 9:19:19 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 5, 2018 (the "Effective Date"), by and between Craig A. Wood, Trustee of the Craig A. Wood Revocable Trust, dated June 13, 2017 ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: C A. Wood

Name: Craig A. Wood, Trustee of the Craig A. Wood Revocable Trust, dated June 13, 2017

THE STATE OF Texas §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on the 5 day of April, 2018 by Craig A. Wood, Trustee of the Craig A. Wood Revocable Trust, dated June 13, 2017.

Stacy Bettes

Printed Name: Stacy Bettes
Notary Public in and for the State of Texas
My Commission Expires: 11.24.19

STACY BETTES
Notary Public, State of Texas
Comm. Expires 11-24-2019
Notary ID 130451385
[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 23rd day of April 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

That part of the Southwest Quarter of the Southwest Quarter of Section Nine (9), and that part of the Northwest Quarter of the Northwest Quarter of Section Sixteen (16) lying North of the Public Road commonly known as the "Vandalia Road" as the same is now located;

ALSO, the Southeast Quarter of the Southwest Quarter of Section Nine (9); the Northeast Quarter of the Northwest Quarter of Section Sixteen (16);

ALSO, Eighteen (18) acres off of the North side of the Southeast Quarter of the Northwest Quarter of Section Sixteen (16);

ALSO, Thirty-one (31) acres off of the East side of that part of the West Half of the Northwest Quarter of Section Sixteen (16) which lies North of the right of way of the Chicago, Burlington & Quincy Railroad Company (now Burlington & Northern), and a part of the Southwest Quarter of the Southwest Quarter of Section Nine (9) all of which lies South of the Public Road known as the "Vandalia Road," and all of which lies West of the Public Road running South of the dwelling house in which Iven Wood resided at the time of execution of his Last Will and Testament on February 5, 1918 (said Public Road running generally along the line between the Northwest Quarter of Section Sixteen (16) and the Northeast Quarter of Section Seventeen (17) and North of the right of way of the Chicago, Burlington & Quincy Railroad Company (now Burlington & Northern), and being the same Thirty-one (31) acres excepted from the

description of certain lands devised by the said Iven Wood to Albert A. Curry, as Trustee.

EXCEPT from the above-described real estate the following:

Part of the Southwest Quarter (SW ¼) of Section 9 and part of the Northwest Quarter (NW ¼) of Section 16 lying North of Township Road #227, all in Township 14 North, Range 9 West of the 3rd Principal Meridian in Morgan County, Illinois, described as follows:

Commencing at the Southwest corner of the Southwest Quarter (SW ¼) of said Section 9; thence North 0°00' East 926.57 feet along the West line of the Southwest Quarter (SW ¼) of said Section 9 to a point on the centerline of Township Road #227; thence South 63°29'42" East 229.35 feet along the centerline of Township Road #227 to the point of beginning; thence North 27°34'05" East 174.9 feet along the Easterly property line of Howard Wilson to the Northeast corner of said property; thence South 44°49'55" East 713.4 feet; thence South 57°17'05" East 350.0 feet; thence North 87°12'55" East 309.0 feet; thence South 85°47'05" East 255.0 feet; thence South 15°47'05" East 125.0 feet; thence North 81°12'55" East 365.0 feet; thence South 0°12'55" West 185.15 feet to a point on the centerline of Township Road #227; thence North 89°55'50" West 169.15 feet along the center line of Township Road #227; thence South 72°06'20" West 472.15 feet along the centerline of Township Road #227; thence North 81°55'09" West 427.94 feet along the centerline of Township Road #227; thence North 39°47'53" West 1,076.05 feet along the centerline of Township Road #227; thence North 63°29'42" West 115.83 feet, more or less, along the centerline of Township Road #227 to the point of beginning; said property containing 11.65 acres, more or less, including existing highway right of way.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

622848
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
07/13/2018 10:01:27 AM

REC FEE: 59.00
RHSP: $9.00
PAGES: 7

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURNED TO SENDER RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of May 31, 2018 (the "Effective Date"), by and between Richard Lee Bergschneider, a/k/a Richard L. Bergschneider, a/k/a Richard Bergschneider, and Lea E. Bergschneider, husband and wife (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Richard Lee Bergschneider
Name: Richard Lee Bergschneider, a/k/a Richard L. Bergschneider, a/k/a Richard Bergschneider

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 31 day of May, 20 18 by Richard Lee Bergschneider, a/k/a Richard L. Bergschneider, a/k/a Richard Bergschneider.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11/03/2019

[SEAL]

By: Lea E. Bergschneider
Name: Lea E. Bergschneider

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 31 day of May, 20 18 by Lea E. Bergschneider.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11/03/2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of June 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1

The Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section Ten (10) EXCEPT the West 896 feet; and FURTHER EXCEPTING that part lying North of the road;
The North half (N½) of the Southwest quarter (SW¼) of the Northwest quarter (NW¼) of Section Ten (10) EXCEPT the West 896 feet;
The West Twenty (20) acres of the East half (E½) of the Northwest quarter (NW¼) of Section Ten (10);
All in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 2-5

54 acres off of the East side of the West half of the Southwest Quarter of Section 10.

The West 896 feet of the North half of the Northwest Quarter of Section 10 and the West 896 feet of the North half of the Southwest Quarter of the Northwest Quarter of Section 10;

The West 1,912 feet of the Northwest Quarter of Section 15 except the South 15.18 feet of that part of the above described property that is located in the East Half of the Northwest Quarter of Section 15;

All that part of the West 1,912 feet of South half of the Southwest Quarter of Section 10 lying South of an existing Public Road;

All the above described property being located in Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois;

Tract 6

Nineteen and three-fourths (19 3/4) acres off of the South end of the West half of the Northeast Quarter of Section 10 bounded as follows:

Beginning at the Southwest corner of said lot, running thence East 79 rods, thence North 40 rods, thence West 79 rods, thence South 40 rods to the place of beginning, all in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois;

All of the above subject to public utility easements of record and as now located, and to that part of the premises taken, used or dedicated for roads and highways, right-of-way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any;

Tracts 7-8

70 acres off of the South end of the West Half of the Southeast Quarter of Section 9, and
30 acres off of the South end of the Northeast Quarter of the Southwest Quarter of Section 9,
all in Township 14 North and Range 9 West of the Third Principal Meridian, subject to public highways as now located,

Tracts 9-11

The Northeast Quarter of the Northwest Quarter of Section Ten (10) except the West 10 acres and also except the South 132 feet of the East 330 feet, in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

AND

The Northwest Quarter of Section Fifteen (15) except the West 1,912 feet and also except the South 15.18 feet;
The West Half of the West Half of the Northeast Quarter of Section Fifteen (15) except the South 15.18 feet and also except the East 15.18 feet of the South 828.96 feet of the West Half of the West Half of the Northeast Quarter of Section Fifteen (15);
All that part, if any, of the South Half of the Southwest Quarter of Section Ten (10) lying South of an existing Public Road except the West 1,912 feet.
All of the above described property being located in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

622849
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
07/13/2018 10:02:08 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and return to:
Apex Clean Energy, Inc.
310 4th Street, NE, Suite 200
Charlottesville, Virginia 22902
Attention: Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This Memorandum of Purchase and Sale Agreement ("**Memorandum**") is made as of this 30th day of May, 2018, by and between William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006 ("**Seller**"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("**Buyer**"), who agree as follows:

1. **Option Term and Property**. Pursuant to a Purchase and Sale Agreement between Seller and Buyer of even date herewith (the "**Agreement**"), Seller and Buyer have entered into an agreement to sell and purchase certain real property located in Morgan County, Illinois, legally described on Exhibit A and depicted on Exhibit A-1 attached hereto and incorporated herein by this reference. Such sale and purchase is subject to the satisfaction or waiver of certain contingencies set forth in the Agreement (the "**Contingencies**"). The Contingencies are to be satisfied or waived in the sole discretion of the Buyer, which satisfaction or waiver will occur not later than two (2) years from the date of this Memorandum.

2. **Provisions Binding on Seller**. All of Seller's covenants under the Agreement, both affirmative and negative, are intended to and shall bind Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns, and shall run with the land.

3. **Purpose of Memorandum**. This Memorandum is prepared for the purpose of recordation to give notice of the Agreement. It shall not constitute an amendment or modification of the Agreement. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the date first above set forth.

BUYER:

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its Sole Member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of June, 2018 by Jeanine G. Wolanski as the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of LINCOLN LAND WIND, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

SELLER:

By: William M. Rees, IV
Name: William M. Rees, IV, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 30 day of May, 2018 by William M. Rees, IV, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

By: Richard Rees
Name: Richard Rees, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 21 day of May, 2018 by Richard Rees, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of IL
My Commission Expires: 12/19/21

SELLER:

By: Beverly J. Rees
Name: Beverly J. Rees, f/k/a Beverly J. West, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15 day of June, 2018 by Beverly J. Rees, f/k/a Beverly J. West, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D. Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11/03/2019

[SEAL]

EXHIBIT A

DESCRIPTION OF LAND

A tract of land containing approximately 1.136 acres, lying in and being a part of the following land in Morgan County, Illinois:

All that part of the East Half of the Southeast Quarter of Section Twenty-two (22) lying North of the North line of the right-of-way of the Chicago and Alton Air Line Railroad, except that part conveyed to the Chicago, Burlington and Quincy Railroad for a right-of-way

all in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Less and Except:

Beginning at a point 140 feet South of the Northwest corner of the East Half (E ½) of the Southeast Quarter (SE ¼) of Section Twenty-two (22) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, thence East 231 feet, thence South 245 feet, thence West 231 feet, thence North along the West line of said Half Quarter Section 245 feet to the point of beginning. Situated in Morgan County, Illinois.

Tax Parcel Reference: Part of 14-22-400-005 (a 1.136 acre portion)

The approximate location of said tract is shown on Exhibit A-1 attached hereto and shall to be more particularly described by a survey prior to Closing.

622850
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
07/13/2018 10:02:30 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and return to:
Apex Clean Energy, Inc.
310 4th Street, NE, Suite 200
Charlottesville, Virginia 22902
Attention: Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This Memorandum of Purchase and Sale Agreement ("**Memorandum**") is made as of May 14, 2018, by and between William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustees of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006 (collectively, "**Seller**"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("**Buyer**"), who agree as follows:

1. **Option Term and Property**. Pursuant to a Purchase and Sale Agreement between Seller and Buyer of even date herewith (the "**Agreement**"), Seller and Buyer have entered into an agreement to sell and purchase certain real property located in Morgan County, Illinois, legally described on Exhibit A and depicted on Exhibit A-1 attached hereto and incorporated herein by this reference. Such sale and purchase is subject to the satisfaction or waiver of certain contingencies set forth in the Agreement (the "**Contingencies**"). The Contingencies are to be satisfied or waived in the sole discretion of the Buyer, which satisfaction or waiver will occur not later than two (2) years from the date of this Memorandum.

2. **Provisions Binding on Seller**. All of Seller's covenants under the Agreement, both affirmative and negative, are intended to and shall bind Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns, and shall run with the land.

3. **Purpose of Memorandum**. This Memorandum is prepared for the purpose of recordation to give notice of the Agreement. It shall not constitute an amendment or modification of the Agreement. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the date first above set forth.

BUYER:

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its Sole Member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of June, 2018 by Jeanine G. Wolanski as the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of LINCOLN LAND WIND, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

SELLER:

William M. Rees, IV

William M. Rees, IV, as Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 14th day of May, 2018 by William M. Rees, IV, as Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Notary Public
My commission expires: 3/20/20
Commission No.: 764384

(SEAL)

Richard Rees

Richard Rees, as Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 14th day of May, 2018 by Richard Rees, as Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Notary Public
My commission expires: 3/20/20
Commission No.: 764384

(SEAL)

SELLER:

Beverly J. Rees

Beverly J. Rees, f/k/a Beverly J. West, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006, and Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 15 day of June, 2018 by Beverly J. Rees, f/k/a Beverly J. West, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006, and Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Notary Public
My commission expires: 11/03/2019
Commission No.: 828425

(SEAL)

EXHIBIT A

DESCRIPTION OF LAND

A tract of land containing approximately 13.9 acres, lying in and being a part of the following land in Morgan County, Illinois:

22.30 acres off the South side of the Southeast Quarter of the Northeast Quarter of Section Twenty-Two (22) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Parcel ID: 14-22-200-005 (a 13.9 acre portion)

The approximate location of said tract is shown on Exhibit A-1 attached hereto and shall to be more particularly described by a survey prior to Closing.

622851
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
07/13/2018 10:02:49 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 6, 2018 (the "Effective Date"), by and between Gary E. Strawn and Vicki E. Strawn, husband and wife (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Gary E. Strawn
Name: Gary E. Strawn

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6 day of June, 2018 by Gary E. Strawn.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

By: Vicki E. Strawn
Name: Vicki E. Strawn

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6 day of June, 2018 by Vicki E. Strawn.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 14th day of June 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Six Hundred Ninety (690) feet off of the West side of the following:

Part of the South half of the Southeast quarter of Section Twenty-three (23) and Part of the North half of the Northeast quarter of Section Twenty-six (26), bounded and described as follows:

Beginning at the Southeast corner of said Section 23, and running thence North to a point 32.93 chains South of the Northeast corner of the Southeast quarter of said Section 23, thence West 26.93 chains, thence South to the North line of the public highway known as State Bond Issue Route #10, thence Easterly along the North line of said public highway to the East line of the North half of the Northeast quarter of said Section 26, and thence North to the place of beginning; In Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, subject tohighways as now located and easements of record;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

622852
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
07/13/2018 10:03:07 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 6, 2018 (the "Effective Date"), by and between Gary E. Strawn, Trustee of the Byron W. Strawn Family Trust created by subparagraph 4(b) of said declaration of trust ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Gary E. Strawn
Name: Gary E. Strawn, Trustee of the Byron W. Strawn Family Trust created by subparagraph 4(b) of said declaration of trust

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6 day of June, 2018 by Gary E. Strawn, Trustee of the Byron W. Strawn Family Trust created by subparagraph 4(b) of said declaration of trust.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 14th day of June 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

_____
Notary Public, Commonwealth of Virginia

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

All that part the West half of the North West quarter of Section Twenty-five (25), and all that part of the East half of the North East quarter of Section Twenty-six (26),

All in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, lying South of the Wabash Railroad Company's right of way, except a strip or parcel of land in the Southwest corner thereof, bounded and described as follows:

Beginning at the Southwest corner of said last named half quarter section and running thence East one chain and 12 1/2 links to a hedge running North and South, thence North with the line of said hedge 16 chains, thence West to the West line of said half quarter section, and thence South 16 chains to the place of beginning, said strip or parcel of land containing 1.80 acres.

Situated in the County of Morgan, in the State of Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

622853
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
07/13/2018 10:03:21 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 20, 2018 (the "Effective Date"), by and between Gary Strawn, Successor Trustee of the Elmer G. Strawn September 1985 Trust ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Gary E. Strawn
Name: Gary Strawn, Successor Trustee of the Elmer G. Strawn September 1985 Trust

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6 day of June, 2018 by Gary Strawn, Successor Trustee of the Elmer G. Strawn September 1985 Trust.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 14th day of June 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-four (24), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

The Northwest Quarter of the Northwest Quarter of Section Twenty-four (24), all in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, except the following described tract: commencing at an iron pin set at the northwest corner of said Section Twenty-four (24); thence S 0 -29'-05" E along the west line of said Section Twenty-four (24), a distance of 804.92 feet to the true point of beginning; thence N 89 -13'-16" E a distance of 1,220.37 feet to the beginning of a tangent curve having a radius of 114,741.60 feet whose center bears S 0 -46'-44" E; thence Easterly along said curve through a central angle of 0 -03'-27" a distance of 115.39 feet to a point on the east line of the NW 1/4, NW 1/4 of said Section 24; thence S 0 -34'-37" E along said east line a distance of 325.00 feet; thence N 83 -16'-15" W a distance of 115.23 feet; thence S 89 -13'-16" W a distance of 492.22 feet; thence N 87 -54'-59" W a distance of 200.25 feet; thence S 89 -13'-16" W a distance of 529.69 feet to the west line of said Section 24; thence N 0 -29'-05" W along said west line a distance of 300.00 feet, more or less, to the true point of beginning, and containing 9.38 acres, more or less.

Also Less and Except:

Part of the Northwest Quarter of the Northwest Quarter of Section Twenty-four (24), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Beginning at an iron pin set at the northwest corner of said Section Twenty-four (24); thence S 0 -29'-05" E along the west line of said Section Twenty-four (24) a distance of 804.92 feet; thence N 89 -13'-16" E a distance of 1,220.37 feet to the beginning of a tangent curve having a radius of 114,741.60 feet whose center bears S 0 -46'-44" E; thence Easterly along said curve through a central angle of 0 -03'-27" a distance of 115.39 feet to a point on the East line of said quarter-quarter section; thence N 0 -34'-37" W along said East line to the northeast corner of said quarter-quarter section; thence west along the North line of said quarter-quarter section to the point of beginning.

Part of the South half of the South East quarter of Section Twenty-three (23) and part of the North Half of the North East quarter of Section Twenty-six (26) in Township Fifteen (15) North and Range Nine (9), West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Starting at the North East corner of the South East quarter of said Section Twenty-three (23), South 32.93 chains to the point of beginning, thence West 26.93 chains, thence South to the North line of the public highway known as State Bond Issue Route #10, thence Easterly along the North line of said public highway to the East line of said Section Twenty-six (26) and thence North to the place of beginning, except the West Six Hundred Ninety (690) feet of said part, and further except a tract in the south-east corner of said part bounded and described as follows: Starting at the North East corner of the South East quarter of said Section Twenty-three (23), South 2,744.5 feet to the point of beginning, thence West 188 feet, thence South to the North line of the public highway known as State Bond Issue Route #10, thence Easterly along the North line of said public highway to the East line of said Section Twenty-six (26) and thence North to the place of beginning.

AND

The West half of the South West quarter of Section Twenty-four (24), and all that part of the North West Quarter of the Northwest Quarter of Section Twenty-Five (25), lying North of the Right of Way of the Wabash Railroad Company, all in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624004
Pages Recorded: 5
Total Fees: $47.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/9/2018 10:58:10 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURNED TO SENDER RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 28, 2018 (the "Effective Date"), by and between Lester Jay Meado and Renee L. Meado, husband and wife (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Lester Jay Meado

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of June, 2018 by Lester Jay Meado.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D. Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

By: _____
Name: Renee L. Meado

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of June, 2018 by Renee L. Meado.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019
[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 30th day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-3

Part of the North half of the Northwest quarter of Section Twenty (20) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at the Northeast corner of said half-quarter section; thence West along the North line of said half-quarter section a distance of 738.5 feet; thence South a distance of 839 feet, more or less, to the North right-of-way line of new U.S. Route 36; thence North 89°51'32" East a distance of 740 feet, more or less, along said North right-of-way line to the East line of said half-quarter section; thence North along said East line to the point of beginning, containing 14.15 acres, more or less.

ALSO, a non-exclusive easement for ingress to and egress from the aforesaid over and across the following: The North 20 feet of the East 390 feet of the North half of the Northwest quarter of Section Twenty (20), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian in Morgan County, Illinois .

EXCEPT the following: Part of the North half of the Northwest quarter of Section Twenty (20) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at the Northeast corner of the Northwest quarter of said Section 20; thence South 00°29'04" East 390 feet; thence North 89°39'37" West 172 feet; thence North 00°29'04" West 390 feet, more or less, to the North line of the Northwest quarter of said Section 20; thence South 89°39'37" East, along said North line, 172 feet, more or less, to the point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624005
Pages Recorded: 5
Total Fees: $47.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/9/2018 10:58:11 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURNED TO SENDER RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 28, 20 18 (the "Effective Date"), by and between Lester J. Meado and Bonnie L. Meado, as Trustees of the Meado November 2014 Trust, created by Declaration of Trust dated November 13, 2014 ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: L Jay Meado POA
Name: Lester J. Meado, Trustee of the Meado November 2014 Trust, created by Declaration of Trust dated November 13, 2014

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of June, 2018 by Lester Jay Meado, attorney-in-fact for Lester J. Meado, Trustee of the Meado November 2014 Trust, created by Declaration of Trust dated November 13, 2014.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D. Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

By: L Jay Meado POA
Name: Bonnie L. Meado, Trustee of the Meado November 2014 Trust, created by Declaration of Trust dated November 13, 2014

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of June, 2018 by Lester Jay Meado, attorney-in-fact for Bonnie L. Meado, Trustee of the Meado November 2014 Trust, created by Declaration of Trust dated November 13, 2014.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: Jeanine G. Wolanski
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 30th day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

Donna Sharpe Linthicum
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

1. The West 250 feet off of the North Half of the Northeast Quarter of Section Seventeen (17), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, subject to highways as now located, except the North 250 feet thereof, Morgan County, Illinois.
2. The East Half of the Southeast Quarter of Section Eighteen (18), located in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.
3. The Southwest Quarter of Section Seventeen (17), except the East 106 acres thereof, located in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.
4. The East 34 acres of the South Half of the Northwest Quarter of Section Twenty (20), located in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.
5. All that part of the Northeast Quarter of the Northeast Quarter of Section Nineteen (19), in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, lying North of the North right-of-way line of Interstate Route 72, containing 26.37 acres, more or less.
6. All that part of the North half of the Northwest Quarter of Section Twenty (20) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, lying North of the North right-of-way line of new U.S. Route 36, EXCEPT the following part thereof: Beginning at the Northeast corner of said half quarter section; thence West along the North line of said half quarter section a distance of 738.5 feet; thence South a distance of 839 feet, more or less, to the North right-of-way line of new U.S. Route 36; thence North 89° 51' 32" East a distance of 740 feet, more or less, along said North right-of-way line to the East line of said half quarter section; thence North along said East line to the point of beginning, containing 14.15 acres, more or less. Containing 37.26 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624006
Pages Recorded: 6
Total Fees: $48.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/9/2018 10:58:12 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURNED TO SENDER RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 28, 2018 (the "Effective Date"), by and between Bonnie Meado, a married person, Life Estate Tenant; and Lester J. Meado, a married person, Remainderman (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: L J Meado POA
Name: Bonnie Meado

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of June, 2018 by Bonnie Meado.
Lester Jay Meado, attorney-in-fact for

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

Spouse's Signature*

By: L J Meado POA
Name: Lester J. Meado

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of June, 2018 by Lester J. Meado, spouse.
Lester Jay Meado, attorney-in-fact for

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSOR"

By: _____
Name: Lester J. Meado

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of June, 2018 by Lester J. Meado.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

Spouse's Signature *

By: _____
Name: Renee L. Meado

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of June, 2018 by Renee L. Meado, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 11th day of July 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East 106 acres of the Southwest Quarter of Section Seventeen (17) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Less and Except:

Part of the Southwest Quarter of Section Seventeen (17) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 17; thence North, along the East line of said quarter section a distance of 685 feet to the Point of Beginning; thence West 300 feet; thence North 250 feet; thence East 300 feet, to the East line of said quarter section; thence South, along said East line a distance of 250 feet, more or less, to the Point of Beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623601
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:23:31 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 9 ____, 20 18 (the "Effective Date"), by and between Katherine A. Gordon, Trustee of the Gordon September 2014 Trust, created by Declaration of Trust dated September 30, 2014 ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Katherine A. Gordon
Name: Katherine A. Gordon, Trustee of the Gordon September 2014 Trust, created by Declaration of Trust dated September 30, 2014

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 9 day of July, 2018 by Katherine A. Gordon, Trustee of the Gordon September 2014 Trust, created by Declaration of Trust dated September 30, 2014.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 16th day of July 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1

Thirteen and one half (13 ½) acres off the East side of 20 acres off the South end of the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 10, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 2-5

Twenty (20) acres off the South end of the West Half of the Northwest Quarter of Section 10, except 13 ½ acres off the East side thereof; 20 acres off of the South end of the East Half of the Northeast Quarter of Section 9; 20 acres off of the North end of the East Half of the Southeast Quarter of Section 9; 6 ½ acres off of the North end of 26 acres off of the West side of the West Half of the Southwest Quarter of Section 10, all in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 6-7

Sixty (60) acres off the South end of the East Half of the Southeast Quarter of Section 9; 120 rods off of the South end of 26 rods off of the West side of the West Half of the Southwest Quarter of Section 10; all in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623602
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:24:06 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 11, 2018 (the "Effective Date"), by and between Bernice L. Bergschneider, Trustee of the Bernice L. Bergschneider Declaration of Trust, dated July 12, 2000 ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Bernice L. Bergschneider
Name: Bernice L. Bergschneider, Trustee of the Bernice L. Bergschneider Declaration of Trust, dated July 12, 2000

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 11 day of July, 2018 by Bernice L. Bergschneider, Trustee of the Bernice L. Bergschneider Declaration of Trust, dated July 12, 2000.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 18th day of July 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The South One-Half (S½) of the Southwest One-Quarter (SW¼) of Section Thirty-two (32) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623404
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
08/23/2018 9:38:33 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 17, 2018 (the "Effective Date"), by and between Gina Hamilton, a married person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Gina Hamilton
Name: Gina Hamilton

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 17 day of July, 2018 by Gina Hamilton.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

Spouse's Signature *

By: George Hamilton
Name: George Hamilton

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 17 day of July, 2018 by George Hamilton, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 26th day of July 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2

The Southeast Quarter of the Northeast Quarter of Section Twenty-two (22); the Southwest Quarter of the Northwest Quarter of Section Twenty-three (23); and the South Half of the West Half of the West Half of the East Half of the Northwest Quarter of Section Twenty-three (23), all in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT the North Fifteen (15) acres thereof and the South Fifty (50) acres thereof.

Tracts 3-4

The North Half of the West Half of the West Half of the East Half of the Northwest Quarter of Section Twenty-three (23); and Fifteen (15) acres off the North side of the following described real estate:

The Southeast Quarter of the Northeast Quarter of Section Twenty-two (22); the Southwest Quarter of the Northwest Quarter of Section Twenty-three (23); and the South Half of the West Half of the West Half of the East Half of the Northwest Quarter of Section Twenty-three (23),

All in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623405
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
08/23/2018 9:39:19 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 18, 2018 (the "Effective Date"), by and between Ralph A. Wohlers, Trustee of the Ralph A. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013, and of the Thelma M. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013 (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Ralph A. Wohlers
Name: Ralph A. Wohlers, Trustee of the Ralph A. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013, and of the Thelma M. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 18 day of July, 2018 by Ralph A. Wohlers, Trustee of the Ralph A. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013, and of the Thelma M. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1st day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

TRACT I:
The Southwest quarter (SW¼) of the Southeast quarter (SE¼) and the Southeast quarter (SE¼) of the Southwest quarter (SW¼), all in Section Thirty-three (33) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois;

ALSO, Part of the North half (N½) of Section Four (4) in Township Thirteen (13) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows:

Beginning at the Northwest corner of said Section 4 and running thence South 149.44 rods to the Southwest corner of the Northwest quarter of said Section 4, thence East along the half section line of said Section 4, 227.20 rods to a point 3.20 chains West of the Southeast corner of the West half of the Northeast quarter of Section 4, thence North to the North line of said Section 4, thence West to the place of beginning.

TRACT II:
The East half (E½) of the Northeast quarter (NE¼) of Section Four (4) in Township Thirteen (13) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois,

EXCEPT: Beginning at the Southeast corner of said East half of the Northeast quarter of Section Four (4) and running thence West 32 rods, thence North 20 rods, thence East 32 rods, and thence South 20 rods to the place of beginning, and

FURTHER EXCEPTING the following: Part of the East half of the Northeast quarter of Section 4, Township 13 North, Range 9 West of the Third Principal Meridian, and more particularly described as follows: Beginning at the Southwest corner of said half-quarter section, thence North 350 feet, thence East 500 feet, thence South 350 feet, more or less, to the South line of said half-quarter section, thence West along said South line 500 feet, more or less, to the place of beginning, Morgan County, Illinois.

TRACT III:
The West half (W½) of the Southwest quarter (SW¼) of Section Thirty-three (33) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois,

EXCEPT the following: Beginning at a point Forty (40) feet West of the Northeast corner of the above described real estate and running thence South 350 feet, thence West 260 feet, thence North 350 feet, thence East 260 feet, more or less, to the point of beginning.

TRACT IV:
The East half (E½) of the Northeast quarter (NE¼) of Section Ten (10) in Township Thirteen (13) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

TRACT V:
The East half (E½) of the Northwest quarter (NW¼) of Section Seven (7) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623406
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
08/23/2018 9:39:39 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 20, 2018 (the "Effective Date"), by and between AWA Properties, LP, a Missouri limited partnership ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

AWA Properties, LP, a Missouri limited partnership

By: Flyway Property Management, LLC, a Missouri limited liability company, its General Partner

By: _____

Name: William G. Crawford, Trustee of the William G. Crawford Trust, dated August 14, 2009, Member

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by William G. Crawford, Trustee of the William G. Crawford Trust dated August 14, 2009, Member of Flyway Property Management, LLC, a Missouri limited liability company, General Partner of AWA Properties, LP, a Missouri limited partnership.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

_____

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1st day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1

Southwest Quarter (SW ¼) of Section Sixteen (16) in Township Sixteen (16) North in Range Eight (8) West of the Third Principal Meridian, except that part conveyed to the State of Illinois by deed dated November 20, 1955, and recorded September 13, 1956, in the Recorder's Office of Morgan County, Illinois, in Book 189 at Page 47, all located in Morgan County, Illinois.

Tract 2

The East half of the Northwest quarter of Section Thirty-four (34) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, except Fifteen (15) feet off of the South Side thereof, Morgan County, Illinois.

Tracts 3-4

All that part of the West 1544 feet of the Southeast Quarter of Section 16 lying South and West of the Southerly right of way line of Illinois S.B.I. Route 104; the West 1544 feet of the Northeast Quarter of Section 21; and all that part of the West 1544 feet of the Southeast Quarter of Section 16 lying North and East of the Northerly right of way line of S.B.I. Route 104 and South and West of the Southerly right of way line of the Burlington-Northern (formerly Chicago, Burlington & Quincy) Railroad; all in Township 14 North, Range 9 West of the Third Principal Meridian. Subject to all public and private roads and easements;

Tract 5

The South Half of the Southeast Quarter of Section 16 in Township 16 North, Range 8 West of the Third Principal; Meridian. Situated in the County of Morgan and State of Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623408
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
08/23/2018 9:40:23 AM

REC FEE: 61.00
RHSP: $9.00
PAGES: 9

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 20, 2018 (the "Effective Date"), by and between William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006 ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: William M. Rees, IV, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by William M. Rees, IV, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

_____
Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

By: _____
Name: Richard Rees, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Richard Rees, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

_____
Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

"LESSOR"

By: Beverly J. Rees
Name: Beverly J. Rees, f/k/a Beverly J. West, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF IL §
§
COUNTY OF Marion §

This instrument was acknowledged before me on the 20 day of July, 2018 by Beverly J. Rees, f/k/a Beverly J. West, Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
KOERT BROWN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 02, 2022

Printed Name: Koert Brown
Notary Public in and for the State of IL
My Commission Expires: 2022

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

TRACT I

Part of the Northwest Quarter and part of the West Half of the Northeast Quarter of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at a stone at the Northwest corner of said Section 27; thence North 89°15'21" East, 1106.29 feet along the North section line to an iron pin; thence South 1°10'48" West, 600.09 feet to an iron pin; thence South 69°53'04" West, 1192.94 feet along the North line of the Illinois Central Gulf Railroad to an iron pin; thence North 0°00'00" East 995.65 feet along the West section line to the point of beginning. Containing 20.41 acres, more or less.

TRACT II

Part of the Northwest Quarter and part of the West Half of the Northeast Quarter of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at a stone at the Northwest corner of said Section 27; thence North 89°15'21" East, 1323.84 feet along the North line of Section 27 to an iron pin and the true point of beginning; thence North 89°15'21" East, 1417.34 feet to a P-K Nail; thence South 69°53'04" West, 1509.59 feet along the North line of the Illinois Central Gulf Railroad to an iron pin; thence North 0°01'57" East, 500.76 feet along the Sixteenth Section line to the true point of beginning. Containing 8.11 acres, more or less.

TRACT III

Part of the Northwest Quarter and part of the West Half of the Northeast Quarter of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at a stone at the West Quarter corner of said Section 27; thence North 0°00'00" East, 1478.38 feet along the West section line to an iron pin; thence North 69°53'04" East, 595.81 feet to an iron pin; thence South 50°08'31" East, 184.55 feet to an iron pin; thence North 70°25'46" East, 180.64 feet to an iron pin; thence North 9°08'51" East, 183.89 feet to an iron pin; thence

North 69°53'04" East, 450.69 feet to an iron pin; thence North 0°01'57" East, 53.82 feet along the Sixteenth Section line to an iron pin; thence North 69°53'04" East, 673.71 feet along the South line of the Illinois Central Gulf Railroad to an iron pin; thence South 0°00'09" West, 2020.55 feet to an iron pin; thence South 89°16'34" West, 633.62 feet to an iron pin; thence South 0°01'57" West, 203.76 feet along the Sixteenth Section line to an iron pin; thence South 89°16'34" West, 1322.32 feet along the Quarter Section line to the point of beginning. Containing 78.74 acres, more or less, EXCEPT:

Parcel A - Part of the East Half of the Northwest Quarter of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, described as follows: Commencing at a stone at the West Quarter corner of said Section 27; thence North 89°16'34" East, 1322.32 feet along the Quarter Section line; thence North 0°01'57" East, 1019.74 feet along the Sixteenth Section line to the true point of beginning; thence North 0°01'57" East, 402.00 feet continuing along said Sixteenth Section line; thence North 89°37'09" East, 631.00 feet; thence South 0°01'57" West 402.00 feet; thence South 89°37'09" West, 631.00 feet to the true point of beginning. Containing 5.82 acres, more or less.

Parcel B - Part of the East Half of the Northwest Quarter of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, described as follows: Commencing at a stone at the West Quarter corner of said Section 27; thence North 89°16'34" East, 1322.32 feet along the Quarter Section line; thence North 0°01'57" East, 1019.74 feet along the Sixteenth Section line to the true point of beginning; thence South 0°01'57" West, 68 feet, back along said Sixteenth Section line; thence North 89°37'09" East 634 feet, more or less, to a point on a line described as follows: Commencing at a stone at the West Quarter corner of said Section 27; thence North 89°16'34" East, 1322.32 feet along the Quarter Section line to an iron pin; thence North 0°01'57" East, 203.76 feet along the Sixteenth Section line to an iron pin; thence North 89°16'34" East, 633.62 feet to an iron pin and the beginning of said line; thence North 0°00'09" East, 2020.55 feet to an iron pin, the ending of said line; thence North 0°00'09" East along said line 538 feet; thence South 89°37'09" West 636 feet, more or less, to a point on said Sixteenth Section line; thence South 0°01'57" West 68 feet, more or less, to the Northwest corner of the hereinabove described Parcel A; thence North 89°37'09" East, 631.00 feet; thence South 0°01'57" West 402.00 feet; thence South 89°37'09" West, 631.00 feet to the true point of beginning, said Parcel B containing two (2) acres, more or less.

Also Except:

Part of the West half of the Northwest quarter of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at a point 208.71 feet South of the Northeast corner of said half-quarter section; thence running West 208 feet; thence South to the North line of the Chicago and Alton Railway Company right of way as now located; thence Northeastwardly along said right of way to the wagon road; and thence North to the place of beginning.

TRACT IV

Part of the West Half of the Northwest Quarter of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at a point 256 feet South of the Northeast corner of said Half Quarter Section; thence running West 108 feet; thence South to the North line of the Chicago and Alton Railway Company right of way as now located; thence Northeastwardly along the said right of way to the wagon road and thence North to the place of beginning, containing ¾ of one (1) acre, more or less.

ALSO, Beginning at a point 208 feet South of the Northeast corner of the West Half of the Northwest Quarter of Section Twenty-seven (27) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, running thence South 208 feet; thence West 208 feet; thence North 208 feet; and thence East 208 feet to the place of beginning, containing one (1) acre.

TRACT V

All that part of the East Half of the Southeast Quarter of Section Twenty-two (22) lying North of the North line of the right-of-way of the Chicago and Alton Air Line Railroad, except that part conveyed to the Chicago, Burlington and Quincy Railroad for a right-of-way; all that part of the West Half of the Southwest Quarter of Section Twenty-three (23) lying North of the North line of the Chicago and Alton Air Line Railroad right-of-way; also, all that part of the West Half of the West Half of the East Half of the Southwest Quarter of Section Twenty-three (23) lying North of the North line of the Chicago and Alton Air Line Railroad right-of-way; all in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Less and Except:

Beginning at a point 140 feet South of the Northwest corner of the East Half (E ½) of the Southeast Quarter (SE ¼) of Section Twenty-two (22) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, thence East 231 feet, thence South 245 feet, thence West 231 feet, thence North along the West line of said Half Quarter Section 245 feet to the point of beginning. Situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623409
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
08/23/2018 9:41:36 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 20, 2018 (the "Effective Date"), by and between William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006, and as Successor Trustees of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006 (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and

conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: William Rees, IV
Name: William M. Rees, IV, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006, and Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by William M. Rees, IV, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006, and Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

"LESSOR"

By: _____
Name: Richard Rees, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006, and Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Richard Rees, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006, and Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

[SEAL]

_____
Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

By: Beverly J. Rees
Name: Beverly J. Rees, f/k/a Beverly J. West, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006, and Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Beverly J. Rees, f/k/a Beverly J. West, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006, and Successor Trustee of the William M. Rees, III, Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
KOERT BROWN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 02, 2022

[SEAL]

_____
Printed Name: Koert Brown
Notary Public in and for the State of IL
My Commission Expires: 2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-4

Part of the Southeast Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northeast Quarter and the East Half of the Southwest Quarter and part of the Southeast Quarter; all in Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, containing 107.26 acres, more or less, and legally described as follows: Commencing at an iron pin at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 27; thence North 0°01'57" East, 1412.45 feet along the Sixteenth Section line to an iron pin and the true point of beginning; thence North 0°01'57" East, 1455.67 feet continuing along said Sixteenth Section line to an iron pin; thence North 89°16'35" East, 2644.35 feet to an iron pin; thence South 0°00'10" West, 203.76 feet to an iron pin; thence North 89°16'34" East, 661.16 feet along the Quarter Section to an iron pin; thence South 0°01'42" East, 1249.60 feet to an iron pin; thence South 89°14'14" West, 3307.16 feet to the true point of beginning, containing 107.26 acres, more or less.

Tracts 5-6

50 acres off the South side of the following described real estate: The Southeast Quarter of the Northeast Quarter of Section Twenty-two (22); the Southwest Quarter of the Northwest Quarter of Section Twenty-three (23); and the South Half of the West Half of the West Half of the East Half of the Northwest Quarter of Section Twenty-three (23), All in Township Fourteen (14) North, Range Nine (90 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623410
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
08/23/2018 9:42:00 AM

REC FEE: 59.00
RHSP: $9.00
PAGES: 7

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 20, 2018 (the "Effective Date"), by and between William M. Rees, IV, Richard Rees and Beverly J. Rees, f/k/a Beverly J. West, as Successor Trustees of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006 ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: William M. Rees, IV, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by William M. Rees, IV, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

[SEAL]

_____
Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

By: _____
Name: Richard Rees, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Richard Rees, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

[SEAL]

_____
Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

"LESSOR"

By: Beverly J. Rees
Name: Beverly J. Rees, f/k/a Beverly J. West, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Beverly J. Rees, f/k/a Beverly J. West, Successor Trustee of the Edith S. Rees Living Trust, created by Declaration of Living Trust dated October 3, 2006.

"OFFICIAL SEAL"
KOERT BROWN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 02, 2022

Printed Name: Koert Brown
Notary Public in and for the State of IL
My Commission Expires: 2022

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1

The East 59.255 acres of the following described real estate: Part of the Southeast Quarter of Section Ten (10), being more particularly described as follows: Beginning at the Southeast corner of the Southeast Quarter of said Section 10; thence on an assumed bearing of South 88°20'09" West along the South line of said Southeast Quarter a distance of 1,735.45 feet; thence North 03°43'10" West, 228.88 feet to an iron rod; thence North 47°25'16" West, 67.66 feet to an iron rod; thence North 61°55'56" West, 121.51 feet to an iron rod; thence North 35°20'47" West, 258.81 feet to an iron rod; thence North 23°59'03" West, 342.78 feet to an iron rod; thence North 28°06'19" West, 385.41 feet to an iron rod; thence North 12°41'38" West, 174.38 feet to an iron rod; thence North 17°04'10" West, 215.88 feet to an iron rod; thence North 01°18'58" West a distance of 442.44 feet, more or less, to a point that lies 629.64 feet (9.54 chains) South of the North line of the Southeast Quarter of said Section 10; thence North 88°24'02" East on a line that lies parallel with, and 629.64 feet South of the North line of said Southeast Quarter a distance of 2,465.74 feet, more or less, to a point on the East line of said Southeast Quarter; thence South 00°41'06" East along said East line a distance of 2,032.99 feet, more or less, to the Point of Beginning.

All in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2

Part of the Northeast quarter (NE¼) of the Southeast quarter (SE¼) and part of the Northwest quarter (NW¼) of the Southeast quarter (SE¼) of Section Seventeen (17), Township Thirteen (13) North, Range Nine (9) West of the Third Principal Meridian in Morgan County, Illinois, more particularly described as follows: Commencing at the Northeast corner of the Northeast quarter of the Southeast quarter of said Section 17; thence North 89°14'45" West 970.00 feet along the North line of the Southeast

quarter of said Section 17 to the point of beginning; thence South 00°22'20" East 667.80 feet; thence North 89°13'28" West 655.25 feet; thence North 00°07'25" West 667.50 feet to a point on the North line of the Southeast quarter of said Section 17; thence South 89°14'45" East 652.35 feet along the North line of the Southeast quarter of said Section 17, said point being the point of beginning, said tract containing 10.02 acres, more or less, including existing dedicated public road right of way, EXCEPT THE FOLLOWING PART THEREOF: Commencing at the Northeast corner of the Northeast quarter of the Southeast quarter of said Section 17; thence North 89°14'45" West along the North line of said Southeast quarter of Section 17, a distance of 970.00 feet to the point of beginning; thence South 00°22'20" East, a distance of 376.00 feet; thence North 89°14'45" West, a distance of 250.00 feet; thence North 00°22'20" West, a distance of 376.00 feet to the North line of said Southeast quarter of Section 17; thence South 89°14'45" East along said North line, a distance of 250.00 feet to the point of beginning, containing 2.157 acres, more or less, all being situated in the County of Morgan and State of Illinois.

Said parcel containing 7.863 acres more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623412
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
08/23/2018 9:42:54 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 24, 2018 (the "Effective Date"), by and between William M. Rees, IV, a ~~single /~~ married person; Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24 (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: William M. Rees, IV
Name: William M. Rees, IV

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by William M. Rees, IV.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

Spouse's Signature (if applicable)*

By: Juanita K. Rees
Name: Juanita Rees

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 24 day of July, 2018 by Juanita Rees, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D. Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSOR"

By: _____
Name: Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2016 by Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

_____
Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

By: _____
Name: Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

_____
Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1 and 2:

That part of the East half (E ½) of the Southeast quarter (SE ¼) of Section Twenty-two (22) and that part of the West half (W ½) of the Southwest quarter (SW ¼) of Section Twenty-three (23); All in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, lying South of a line 65 feet, at right angles, South of and parallel with the centerline of the C & A Railroad and West of a line parallel with and 45 feet at right angles, West of the centerline of the CB&Q Railraod, containing Nineteen and one-half (19 ½) acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623413
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
08/23/2018 9:43:26 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

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2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: William M. Rees, IV
Name: William M. Rees, IV

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 20 18 by William M. Rees, IV.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

[SEAL]

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

Spouse's Signature (if applicable)*

By: Juanita K. Rees
Name: Juanita Rees

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 24 day of July, 2018 by Juanita Rees, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

[SEAL]

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West Half of the following described real estate:

Part of the Northwest quarter (NW¼) and part of the West half (W½) of the Northeast quarter (NE¼) of Section Twenty-seven (27) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at a stone at the West quarter corner of said Section 27; thence North 89°16'34" East 1,322.32 feet along the quarter section line to an iron pin; thence North 0°01'57" East 203.76 feet along the Sixteenth section line to an iron pin; thence North 89°16'34" East 633.62 feet to an iron pin and the true point of beginning; thence North 0°00'09" East 2,020.55 feet to an iron pin; thence North 69°53'04" East 1,317.54 feet along the South line of the Illinois Central Gulf Railroad to a P-K nail; thence North 89°15'21" East 773.70 feet to a P-K nail; thence South 0°00'09" West 2,458.44 feet to an iron pin; thence South 89°16'34" West 2,010.91 feet to the true point of beginning, containing 107.26 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623414
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
08/23/2018 9:43:50 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 20, 2018 (the "Effective Date"), by and between Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016 (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Richard L. Rees
Name: Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

By: Diana G. Rees
Name: Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1 -2:

The East Half (E½) of the Northeast Quarter (NE¼) of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

AND

The East Half (E½) of the Northeast Quarter (NE¼) of Section Twenty-eight (28) lying South of the right-of-way of the Chicago, Missouri and Western Railroad in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 3:

The East Half of the following described real estate:

Part of the Northwest quarter (NW¼) and part of the West half (W½) of the Northeast quarter (NE¼) of Section Twenty-seven (27) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at a stone at the West quarter corner of said Section 27; thence North 89°16'34" East 1,322.32 feet along the quarter section line to an iron pin; thence North 0°01'57" East 203.76 feet along the Sixteenth section line to an iron pin; thence North 89°16'34" East 633.62 feet to an iron pin and the true point of beginning; thence North 0°00'09" East 2,020.55 feet to an iron pin; thence North 69°53'04" East 1,317.54 feet along the South line of the Illinois Central Gulf Railroad to a P-K nail; thence North 89°15'21" East 773.70 feet to a P-K nail; thence South 0°00'09" West 2,458.44 feet to an iron pin; thence South 89°16'34" West 2,010.91 feet to the true point of beginning, containing 107.26 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623603
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:24:18 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 20, 2018 (the "Effective Date"), by and between Beverly J. Rees, f/k/a Beverly R. West, a single person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Beverly J. Rees
Name: Beverly J. Rees, f/k/a Beverly R. West

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Beverly J. Rees, f/k/a Beverly R. West.

"OFFICIAL SEAL"
KOERT BROWN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 02, 2022

Printed Name: Koert Brown
Notary Public in and for the State of IL
My Commission Expires: 2022

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

TRACT I – One (1) acre, more or less, lying North and East of the public road running across the Northeast corner of the following described real estate: Part of the East Half of the Southwest Quarter of Section Ten (10) described as: Beginning 14.95 chains South of the Northeast corner of said half quarter section and running thence West 4 chains, thence North 4.99 chains, thence West 6.06 chains, thence South 3.04 chains, thence West 10 chains to the West line of said quarter section, thence South to the Southwest corner of said half quarter section, thence East to the Southeast corner of said half quarter section, thence North to the place of beginning;

TRACT II – All that part of the following described real estate lying North and East of the road running through a part of the East Half of the Southwest Quarter of Section Ten (10): Part of the East Half of the Southwest Quarter of Section Ten (10), bounded and described as follows: Beginning at the Northeast corner of said half quarter section and running thence South 14.95 chains, thence West 4 chains, thence North 4.99 chains, thence West 6.06 chains, thence South 3.04 chains, thence West 10 chains, to the West line of said half quarter section, thence North to the Northwest corner of said half quarter section, thence East to the place of beginning.

TRACT III – All that part of the Southeast Quarter of Section Ten (10), except a strip of land 9.54 chains wide off of the North side thereof, lying Westerly of the following described line: Beginning at the Southeast corner of the Southeast Quarter of said Section 10; thence on an assumed bearing of South 88°20'09" West along the South line of said Southeast Quarter a distance of 1,735.45 feet, to the point of beginning of said line; thence North 03°43'10" West, 228.88 feet to an iron rod; thence North 47°25'16" West, 67.66 feet to an iron rod; thence North 61°55'56" West, 121.51 feet to an iron rod; thence North 35°20'47" West, 258.81 feet to an iron rod; thence North 23°59'03" West, 342.78 feet to an iron rod; thence North 28°06'19" West, 385.41 feet to an iron rod; thence North 12°41'38" West, 174.38 feet to an iron rod; thence North 17°04'10" West, 215.88 feet to an iron rod; thence North 01°18'58" West a distance of 442.44 feet, more or less, to a point that lies 629.64 feet (9.54 chains) South of the North line of the Southeast Quarter of said Section 10, being the end of said line.

All located in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623604
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:24:56 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 20, 2018 (the "Effective Date"), by and between Edith S. Rees, a single person; Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016; and Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016 (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Edith S. Rees by Beverly J. Rees
Name: Edith S. Rees

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Edith S. Rees.

"OFFICIAL SEAL"
KOERT BROWN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 02, 2022

Printed Name: Koert Brown
Notary Public in and for the State of IL
My Commission Expires: 2022

[SEAL]

"LESSOR"

By: _____
Name: Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Richard L. Rees, Trustee of the Richard L. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

_____
Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

By: _____
Name: Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of July, 2018 by Diana G. Rees, Trustee of the Diana G. Rees Trust No. 2016, established by Declaration of Trust dated June 24, 2016.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

_____
Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract I:

Part of the East Half (E½) of the Northwest Quarter (NW¼) of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at a stone at the West Quarter (W¼) corner of said Section Twenty-seven (27); thence North 89°16'34" East 1,322.32 feet along the Quarter Section line; thence North 0°01'57" East, 1,019.74 feet along the Sixteenth (16) Section line to the true point of beginning; thence North 0°01'57" East, 402.00 feet continuing along said Sixteenth (16) Section line; thence North 89°37'09" East 631.00 feet; thence South 0°01'57" West 402.00 feet; thence South 89°37'09" West 631.00 feet to the true point of beginning.

Commonly known as: 758 Rees Station Road, Franklin, IL 62638

Tract II:

Part of the East Half (E½) of the Northwest Quarter (NW¼) of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at a stone at the West Quarter (W¼) corner of said Section Twenty-seven (27); thence North 89°16'34" East, 1322.32 feet along the Quarter Section line; thence North 0°01'57" East, 1019.74 feet along the Sixteenth (16) Section line to the true point of beginning; thence South 0°01'57" West, 68 feet, back along said Sixteenth (16) Section line; thence North 89°37'09" East 634 feet, more or less, to a point on a line described as follows: Commencing at a stone at the West Quarter (W¼) corner of said Section Twenty-seven (27); thence North 89°16'34" East, 1322.32 feet along the Quarter Section line to an iron pin; thence North 0°01'57" East, 203.76 feet along the Sixteenth (16) Section line to an iron pin; thence North 89°16'34" East, 633.62 feet to an iron pin and the beginning of said line; thence North 0°00'09" East, 2020.55 feet to an iron pin, the ending of said line. Thence North 0°00'09" East along said line 538 feet; thence South 89°37'09" West 636 feet, more or less, to a point on said Sixteenth (16) Section line; thence South 0°01'57" West 68 feet, more or less, to the Northwest corner of the hereinabove described Tract I; thence North 89°37'09" East, 631.00 feet; thence South 0°01'57" West 402.00 feet; thence South 89°37'09" West, 631.00 feet to the true point of beginning, said Tract II containing two (2) acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623606
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:25:42 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 15, 2018 (the "Effective Date"), by and between James E. Johnson, Jr. and Catherine Ann Johnson, husband and wife (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity,

including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: James E. Johnson Jr.
Name: James E. Johnson, Jr.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15 day of August, 2018 by James E. Johnson, Jr.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

By: Catherine Ann Johnson
Name: Catherine Ann Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15 day of August, 2018 by Catherine Ann Johnson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 22nd day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract I:
The North 25 acres of the Southwest Quarter of the Southwest Quarter of Section 15 in Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract II:
The East Half of the Southeast Quarter of Section 15, Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

623607
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:26:16 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 15, 2018 (the "Effective Date"), by and between Robert Radkiewicz and Susan Radkiewicz, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Robert Radkiewicz
Name: Robert Radkiewicz

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15 day of August, 2018, by Robert Radkiewicz.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

By: Susan Radkiewicz
Name: Susan Radkiewicz

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15 day of August, 2018, by Susan Radkiewicz.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 22nd day of August, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The West half of the Southeast quarter of the Southeast quarter of Section Nine (9), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, IL.

Tract 2:

Part of the Northeast quarter of the Northeast quarter of Section Sixteen (16), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, IL, more particularly described as follows: Lot 2 and all that part of Lot 3 that lies North of the Old State Road as now located except that part that is now used as a cemetery described as:

Beginning at a point on the West line bounding said Lot 3 at a point 1.87 ½ chains South of the Northwest corner of said Lot 3, thence North 342 feet, thence East 2 chains 40 feet, thence South 342 feet, thence West 40 feet, thence South to a point 24 rods South of the North line of said Lot 3, thence West to the West line of said Lot 3, and thence North to the place of beginning;

The lots referred to above are the Lots that are shown in the subdivision of said Section Sixteen (16) on Page 104 of Records and Reports of School lands in the Office of the County Clerk of Morgan County, Illinois.

Tract 3:

Part of the Northeast Quarter (N.E. 1/4) of Section 16, T. 15 N., R. 9 W., of the 3rd P.M., Morgan County, Illinois, being further described as follows: Commencing at the Southeast Corner of the Northeast Quarter of said Section 16; thence, along the East line of said Northeast Quarter, N.01°-21'-34"E., 754.08 feet to the point of beginning; thence N.01°-21'-34"E., 572.77 feet; thence N.87°-43'-37"W., 653.42 feet; thence N.00°-51'-24"E., 726.35 feet, more or less to the centerline of a public road known as the "Old State Road"; thence S.48°-40'-06"W., 346.96 feet; thence on a curve, curving to the right and having a radius of 1206.57 feet, an arc length of 211.26 feet, and a chord length of 210.99 feet at S.52°-05'-32"W.; thence S.02°-29'-52"W., 804.59 feet; thence S.87°-43'-37"E., 550.07 feet; thence S.83°-52'-09"E., 468.88 feet; thence S.39°-35'-09"E., 117.20 feet, more or less, to the point of beginning, containing 16.85 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623608
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:26:33 AM

REC FEE: 58.00
RHSP: $9.00
PAGES: 6

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 22, 2018 (the "Effective Date"), by and between John T. Birkett, a single person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: John T. Birkett

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22nd day of June, 2018 by John T. Birkett.

Cindy Holloway
Printed Name: Cindy Holloway
Notary Public in and for the State of IL
My Commission Expires: 9-10-20

[SEAL]

CINDY HOLLOWAY
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 10, 2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 23rd day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

TRACT I - The West Half of the Southwest Quarter in Section Twenty-six (26), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian in Morgan County, Illinois, subject to easements of record, and excepting the following described:

Exception A: Beginning at the Northeast corner of the West Half of the Southwest Quarter of said Section 26; thence South 140.00 feet along the East line of the West Half of the Southwest Quarter of said Section 26; thence West 210.00 feet parallel with the North line of the Southwest Quarter of said Section 26; thence North 140.00 feet parallel with the East line of the West Half of the Southwest Quarter of said Section 26 to a point on the North line of the Southwest Quarter of said Section 26; thence East 210.00 feet to the Point of Beginning; containing 0.67 acres, more or less; and also except the following:

Exception B: Beginning at the Northwest corner of the West Half of the Southwest Quarter of said Section 26; thence East 675.00 feet along the North line of the Southwest Quarter of said Section 26; thence South 340.00 feet parallel with the West line of the Southwest Quarter of said Section 26; thence West 675.00 feet parallel with the North line of the Southwest Quarter of said Section 26 to a point on the West line of the Southwest Quarter of said Section 26; thence North 340.00 feet to the Point of Beginning; containing 5.27 acres, more or less.

Containing 75.53 acres, more or less.

TRACT II – The East Half of the East Half of the Southeast Quarter of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian in Morgan County, Illinois, except the following described:

> Exception: Beginning at a stone at the Northeast corner of the Southeast Quarter of said Section 27; thence South 340.00 feet along the East line of the Southeast Quarter of said Section 27; thence West 661.54 feet parallel with the North line of the Southeast Quarter of said Section 27 to a point on the West line of the East Half of the East Half of the Southeast Quarter of said Section 27; thence North 340.00 feet along the West line of the East Half of the East Half of the Southeast Quarter of said Section 27 to a point on the North line of the Southeast Quarter of said Section 27; thence East 661.57 feet along the North line of the Southeast Quarter of said Section 27 to the Point of Beginning; containing 5.16 acres, more or less.

Containing 35.20 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624007
Pages Recorded: 6
Total Fees: $48.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/9/2018 10:58:13 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURNED TO SENDER RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 10, 2018 (the "Effective Date"), by and between John Allen Ebrey, a/k/a John A. Ebrey, a ~~single~~ / married person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: John Allen Ebrey, a/k/a John A. Ebrey

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 10 day of August, 2018 by John Allen Ebrey, a/k/a John A. Ebrey.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

_____
Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature (if applicable)*

By: _____
Name: Theresa Ebrey

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 10 day of August, 2018 by Theresa Ebrey, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

_____
Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 23rd day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

TRACT I -

Part of the East Half of the Southwest Quarter of Section Ten (10), bounded and described as follows: Beginning at the Northeast corner of said half quarter section and running thence South 14.95 chains, thence West 4 chains, thence North 4.99 chains, thence West 6.06 chains, thence South 3.04 chains, thence West 10 chains, to the West line of said half quarter section, thence North to the Northwest corner of said half quarter section, thence East to the place of beginning, except that part thereof lying North and East of the road running through a part of the East Half of the Southwest Quarter of Section Ten (10).

TRACT II -

The Southeast Quarter of the Northwest Quarter of Section Ten (10), except Ten (10) acres off of the West side of said quarter quarter section and containing Thirty (30) acres, more or less;

TRACT III – Part of the Southeast Quarter of Section Ten (10), being more particularly described as follows: Beginning at the Southeast corner of the Southeast Quarter of said Section 10; thence on an assumed bearing of South 88°20'09" West along the South line of said Southeast Quarter a distance of 1,735.45 feet; thence North 03°43'10" West, 228.88 feet to an iron rod; thence North 47°25'16" West, 67.66 feet to an iron rod; thence North 61°55'56" West, 121.51 feet to an iron rod; thence North 35°20'47" West, 258.81 feet to an iron rod; thence North 23°59'03" West, 342.78 feet to an iron rod; thence North 28°06'19" West, 385.41 feet to an iron rod; thence North 12°41'38" West, 174.38 feet to an iron rod; thence North 17°04'10" West, 215.88 feet to an iron rod; thence North 01°18'58" West a distance of 442.44 feet, more or less, to a point that lies 629.64 feet (9.54 chains) South of the North line of the Southeast Quarter of said Section 10; thence North 88°24'02" East on a line that lies parallel with, and 629.64 feet South of the North line of said Southeast Quarter a distance of 2,465.74 feet, more or less, to a point on the East line of said Southeast Quarter; thence South 00°41'06" East along said East line a distance of 2,032.99 feet, more or less, to the Point of Beginning, except 59.255 acres off the West side thereof.

All in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623609
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:27:04 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 22, 2018 (the "Effective Date"), by and between Charles Donald Ryan and Joyce A. Ryan, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Charles Donald Ryan
Name: Charles Donald Ryan

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of August, 2018 by Charles Donald Ryan.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D. Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

By: Joyce A. Ryan
Name: Joyce A. Ryan

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of August, 2018, by Joyce A. Ryan.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 28th day of August, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The South Half of the Northeast Quarter of the Northeast Quarter;

The Southeast Quarter of the Northeast Quarter, except that part thereof lying southerly of the southwesterly right-of-way line of the Township Road (commonly known as Dahman Road) running across the southwesterly portion of said Quarter Quarter Section, said excepted portion consisting of 3.07 acres, more or less;

The East Half of the East Half of the Southeast Quarter, except that part thereof lying South of the southwesterly right-of-way line of the Burlington and Northern Railroad;

All located in Section Twenty-six (26) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623610
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:27:33 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 22, 2018 (the "Effective Date"), by and between James Edward Eck, a single ~~married~~ person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: James E. Eck
Name: James Edward Eck

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of August, 2018 by James Edward Eck.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature (if applicable)*

By: N/A
Name: N/A

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 28th day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East half of the Southeast Quarter of Section 6, Township 14 North, Range 8 West of the Third Principal Meridian

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623611
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:28:17 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 22, 2018 (the "Effective Date"), by and between Robert W. Eck, Trustee of the Robert W. Eck Declaration of Trust; and Lola A. Eck, Trustee of the Lola A. Eck Declaration of Trust ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Robert Eck
Name: Robert W. Eck, Trustee of the Robert W. Eck Declaration of Trust

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of August, 2018 by Robert W. Eck, Trustee of the Robert W. Eck Declaration of Trust.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

By: Lola A Eck
Name: Lola A. Eck, Trustee of the Lola A. Eck Declaration of Trust

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of August, 2018 by Lola A. Eck, Trustee of the Lola A. Eck Declaration of Trust.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 29th day of August 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The North Half of the South Half of Section 33, Township 15 North, Range 8 West, of the Third Principal Meridian, Morgan County, Illinois.

Common street address: 1239 Sangamon Morgan County Road, New Berlin, Illinois.

The Southwest Quarter of the Southwest Quarter of Section 5, and the North Half of the Southeast Quarter of the Southwest Quarter, of Section 5, Township 14 North, Range 8 West, of the Third Principal Meridian, Morgan County, Illinois.

Common street address: 1096 Contrary Lane, Alexander, Illinois.

The West Half of the Southwest Quarter of Section 8, Township 14 North, Range 8 West, of the Third Principal Meridian, Morgan County, Illinois.
Common street address: Farmland

The North Half of the Northeast Quarter of Section 1, Township 14 North, Range 9 West, of the Third Principal Meridian, Morgan County, Illinois.

Common street address: 1153 Franklin Alexander Road, Alexander, Illinois.

The Southwest Quarter of the Northwest Quarter of Section 8 in Township 14 North and Range 8 West, of the Third Principal Meridian, except 25 feet off of the West side thereof, also except that part conveyed by deed recorded September 8, 1955 in Deed Record 185 at page 110 in Recorder's office of Morgan County, Illinois, more particularly described as follows: From a half section stone common to Sections 17 and 18 in Township 14 North and Range 8 West of the Third Principal Meridian, thence North along the center line of a highway known as Road District #9, Section 102 T.R. for a distance of 5297.75 feet, thence East along the center line of a highway known as State Aid Route 21 Section 24, for a distance of 545.2 feet to the point of beginning, thence North 180 feet, thence East 290.4 feet, thence South 180 feet, thence West 290.4 feet, back to the point of beginning. Situated in Morgan County, Illinois.

Common street address: 3124 Loami Road, Alexander, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623612
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:28:42 AM

REC FEE: 59.00
RHSP: $9.00
PAGES: 7

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 22, 2018 (the "Effective Date"), by and between Gary L. Bryant, a married person, and Bruce W. Bryant, a married person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Gary L Bryant
Name: Gary L. Bryant

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of August, 2018, by Gary L. Bryant.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature*

By: Sandra R. Bryant
Name: Sandra R. Bryant

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of August, 2018, by Sandra R. Bryant, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSOR"

By: Bruce W. Bryant
Name: Bruce W. Bryant

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of August, 2018, by Bruce W. Bryant.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature*

By: Florence Bryant
Name: Florence Bryant

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of August, 2018, by Florence Bryant, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 30th day of August, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The West Half of the Northeast Quarter of Section Thirty-four (34), except for the following part thereof:

> Beginning at a point on the South line of said half quarter section, 620 feet East of the Southwest corner thereof; thence North 220 feet; thence East 515 feet; thence South 220 feet to the South line of said half quarter section; and thence West along said South line 515 feet to the point of beginning;

The Southeast Quarter of the Northeast Quarter of Section Thirty-four (34), except 28 acres off the East side thereof; All located in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2:

The Southwest Quarter of the Northeast Quarter of Section Thirty-five (35) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, except the following part thereof:

A part of the Northeast quarter (NE¼) of Section Thirty-five (35) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Southeast corner of the Northeast quarter of said Section 35; thence South 88°27'26" West (bearings based on the Illinois State Plane Coordinate System NAD-83 Illinois West Zone) 1,311.53 feet, more or less, along the South line of the Northeast quarter of said Section 35 to the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 35, said corner being the point of beginning; thence continuing South 88°27'26" West 217.23 feet along the South line of the Northeast quarter of said Section 35; thence North 00°33'48" West 36.66 feet to an iron rod; thence continuing North 00°33'48" West 480.86 feet to an iron rod; thence South 88°20'50" East 99.48 feet to an iron rod; thence North 01°26'01" West 338.73 feet to an iron rod; thence North 65°31'52" West 245.92 feet to an iron rod; thence North 56°46'51" West 181.43 feet to an iron rod; thence North 31°19'37" West 291.40 feet to an iron rod; thence North 05°10'35" West 22.27 feet, more or less, to the North line of the Southwest quarter of the Northeast quarter of said Section 35; thence North 88°43'31" East 103.34 feet along the North line of the Southwest quarter of the Northeast quarter of said Section 35; thence South 19°25'07" East 109.18 feet to an iron rod; thence South 46°27'30" East 161.64 feet to an iron rod; thence South 71°09'39" East 282.87 feet to an iron rod; thence North 83°09'01" East 128.35 feet to the East line of the Southwest quarter of the Northeast quarter of said Section 35; thence South 00°28'11" East 1,031.74 feet along the East line of the Southwest quarter of the Northeast quarter of said Section 35 to the point of beginning, containing 5.73 acres, more or less, subject to all rights-of-way and easements of record.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

623613
Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
09/10/2018 10:29:10 AM

REC FEE: 57.00
RHSP: $9.00
PAGES: 5

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 22, 2018 (the "Effective Date"), by and between Gary L. Bryant and Sandra R. Bryant, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Gary L. Bryant
Name: Gary L. Bryant

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of August, 2018, by Gary L. Bryant.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D. Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

By: Sandra R. Bryant
Name: Sandra R. Bryant

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of August, 2018, by Sandra R. Bryant.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19
[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: Jeanine G. Wolanski
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 30th day of August, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

Donna Sharpe Linthicum
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

Twenty-eight (28) acres off of the East side of the Southeast Quarter of the Northeast Quarter of Section 34 in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois;

Tract 2:

Part of the West Half (W½) of the Northeast Quarter (NE¼) of Section Thirty-four (34) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, described as follows: Beginning at a point on the South line of said half quarter section, 620 feet East of the Southwest corner thereof; thence North 220 feet; thence East 515 feet; thence South 220 feet to the South line of said half quarter section; and thence West along said South line 515 feet to the point of beginning;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624008
Pages Recorded: 8
Total Fees: $50.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/9/2018 10:58:14 AM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 200
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of August 22, 2018 ("**Effective Date**"), by and between **Bruce R. Harris and Audrey M. Harris, husband and wife** (collectively, "**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setback Waiver.**

1.1 To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property (or any structures thereon) for Wind Facilities constructed on Wind Farm Property, Owner hereby waives any and all such setback requirements (the "**Setback Waiver**"); provided however, Grantee agrees not to construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

1.2 The Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land. If requested by Grantee, Owner shall execute and deliver to Grantee one or more separate setback waivers evidencing the intent of this Section 1, in a form provided by Grantee, which Grantee may then record at its expense.

2. **Term of Agreement.** This Agreement shall be for an initial term ("**Option Term**") commencing on the Effective Date and continuing for a period of seven (7) years. If, at any time during the Option Term the Commercial Operations Date (as defined below) for a Phase that includes the Property occurs, then the Option Term shall end and the term of this Agreement shall automatically be extended for a period of thirty (30) years (such period, the "**Operation Term**"). Unless earlier terminated, Grantee shall have the sole right and option to extend the Operation Term for two additional ten (10) year terms by providing written notice thereof to Owner within thirty (30) days of the end of the Operation Term. The Option Term plus the Operation Term, as the same may be extended, are collectively referred to in this Agreement as the "**Term**." Notwithstanding the foregoing, in no event shall the Term of this Agreement be longer than the longest period permitted by law. The "**Commercial Operations Date**" means the date that Wind Turbines representing at least ninety-five percent (95%) of the installed capacity of a particular Phase are authorized and able to continuously and reliably generate and deliver commercial quantities of energy.

3. **Termination.** Grantee shall have the right throughout the Term to terminate this Agreement as to all or any part of the Property upon thirty (30) days prior written notice to Owner. If the Commercial Operations Date does not occur prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. Either party shall have the right to terminate this Agreement in whole or in part, at any time, upon written consent of the other party.

4. **Consideration**. As consideration for the rights granted herein, Grantee shall make payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

5. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership or possessory interest in the Property have signed this Agreement as Owner. There are no liens, encumbrances, leases, mortgages, deeds of trust, mineral or oil and gas rights, options, rights of refusal, preferential rights to purchase or lease, or other interests in (or exceptions to) Owner's fee title ownership of the Property which are not recorded in the public records of the county in which the Property

is located.

6. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

7. **Reasonable Assistance.** Owner consents to allowing Grantee to act on Owner's behalf to evidence Owner's consent as set forth in this Agreement. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or consents to assignment and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time. Owner agrees not to object to the Wind Farm and to use reasonable efforts to assist Grantee's reasonable requests. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns.

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Bruce R. and Audrey M. Harris
2778 Harris Road
Jacksonville, IL 62650
Telephone: 217-370-4708

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 200
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Legal Fees**. In the event of any controversy, claim or dispute arising out of or relating to this Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not limited to those incurred at trial, on appeal and on petition for review).

14. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run

with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: Bruce R. Harris
Name: Bruce R. Harris

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 22nd day of August, 20 18 by Bruce R. Harris.

OFFICIAL SEAL
STEVE BRUMLEVE
Notary Public, State of Illinois
My Commission Expires 08-30-2018

Steve Brumleve
Printed Name: Steve Brumleve
Notary Public in and for the State of IL.
My Commission Expires: 8-30-18

[SEAL]

By: Audrey M. Harris
Name: Audrey M. Harris

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 22nd day of August, 20 18 by Audrey M. Harris.

OFFICIAL SEAL
STEVE BRUMLEVE
Notary Public, State of Illinois
My Commission Expires 08-30-2018

Printed Name: Steve Brumleve
Notary Public in and for the State of IL.
My Commission Expires: 8-30-18

[SEAL]

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 5th day of September, 2018, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

_____
Notary Public, Commonwealth of Virginia

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

Part of the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section Three (3) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Commencing at the Southeast corner of said Section 3; thence South 88°42'15" West 454.26 feet (bearings are based on the Illinois State Plane Coordinate System NAD 83 (CORS 96) Illinois West Zone) along the South line of said Section 3 to the point of beginning; thence continuing South 88°42'15" West 292.84 feet along the South line of said Section 3; thence North 09°17'30" East 210.60 feet to the South right-of-way line for Harris Road; thence South 77°59'56" East 291.40 feet along said South right-of-way line; thence South 10°34'54" West 143.06 feet to the point of beginning, containing 1.17 acres, more or less.

Tax Parcel Reference: 1003400005 (1.17 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624009
Pages Recorded: 5
Total Fees: $47.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/9/2018 10:58:15 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 4, 2018 (the "Effective Date"), by and between Carl W. Milleson, Trustee of the Milleson Brothers Trust 2014, established by Declaration of Trust dated April 21, 2014 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Carl W. Milleson Trustee
Name: Carl W. Milleson, Trustee of the Milleson Brothers Trust 2014, established by Declaration of Trust dated April 21, 2014

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 4th day of September, 2018, by Carl W. Milleson, Trustee of the Milleson Brothers Trust 2014, established by Declaration of Trust dated April 21, 2014.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Printed Name: Ryan D. Byers
Notary Public in and for the State of Illinois
My Commission Expires: 3/20/20

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 4th day of September, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement
Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2:

The East half (E½) of the Northeast quarter (NE¼) of the Northeast quarter (NE¼) of Section Twenty (20), the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section Twenty-one (21), AND, Ten (10) acres off of the North side of the Southwest quarter of the Northwest quarter of Section Twenty-one (21), all in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 3-4:

The Southeast quarter (SE¼) of Section Twenty-one (21), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT the following:

Part of the West half (W½) of the Southeast quarter (SE¼) of Section Twenty-one (21) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Commencing at the Northwest corner of the Southeast quarter of said Section 21, thence South 0°00'00" West along the West line of the Southeast quarter of said Section 21 a distance of 774.50 feet to the true point of beginning, thence continuing South 0°00'00" West along said West line a distance of 264.00 feet, thence North 89°44'30" East a distance of 292.50 feet, thence North 0°45'27" West a distance of 265.71 feet, thence South 89°24'12" West a distance of 289.00 feet to the true point of beginning.

Tract 5:

The West half (W½) of the Southwest quarter (SW¼) of Section Twenty-two (22), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624010
Pages Recorded: 5
Total Fees: $47.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/9/2018 10:58:16 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 15, 2018 (the "Effective Date"), by and between Danny W. Keltner and Lynn A. Keltner, as Co-Trustees of the Danny W. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017, and as Co-Trustees of the Lynn A. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Danny W. Keltner, as Co-Trustee of the Danny W. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017, and as Co-Trustee of the Lynn A. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15 day of August, 2018, by Danny W. Keltner, as Co-Trustee of the Danny W. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017, and as Co-Trustee of the Lynn A. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

_____
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

By: _____
Name: Lynn A. Keltner, as Co-Trustee of the Danny W. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017, and as Co-Trustee of the Lynn A. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15 day of August, 2018, by Lynn A. Keltner, as Co-Trustee of the Danny W. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017, and as Co-Trustee of the Lynn A. Keltner Trust No. 2017, established by Declaration of Trust dated May 16, 2017.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

_____
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 4th day of September, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The East half of the Southwest quarter of Section Fifteen (15) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, and an easement 20 feet wide off of the South side of the North half of the Southeast quarter of Section Fifteen (15) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624011
Pages Recorded: 5
Total Fees: $47.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/9/2018 10:58:17 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 6, 2018 (the "Effective Date"), by and between R. Edward Cowman and Suzanne Cowman, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: R. Edward Cowman
Name: R. Edward Cowman

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6 day of September, 2018, by R. Edward Cowman.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

By: Suzanne Cowman
Name: Suzanne Cowman

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6 day of September, 2018, by Suzanne Cowman.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of September, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

Part of Sections Five (5) and Eight (8) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, described as follows:

Commencing at an existing fence post 33.0 feet (0.50 chains) West of a stone at the North quarter corner of said Section Nine (9), thence North 1°07'17" West 3,221.5 feet to an existing fence post; thence South 90°00'00" West 2,964.25 feet to the point of beginning;

Thence continuing South 90°00'00" West 1,277.15 feet, thence South 2°28'12" West 3,206.45 feet along an existing hedge fence; thence South 7°41'33" West 1,162.95 feet along an existing fence line; thence South 5°06'47" East 1,479.0 feet along an existing fence line to a point on the centerline of the Old State Road; thence South 89°39'40" East 1,497.65 feet along the centerline of the Old State Road; thence North 0°34'28" West 5,838.25 feet to the point of beginning, containing 193.48 acres more or less, including existing highway right of way. Situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624012
Pages Recorded: 6
Total Fees: $48.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/9/2018 10:58:18 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 6, 2018 (the "Effective Date"), by and between Ralph A. Wohlers, Trustee of the Ralph A. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013, and of the Thelma M. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013; and Gerald L. Wohlers and Cheryl J. Wohlers, husband and wife (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan 1272 County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Ralph A. Wohlers
Name: Ralph A. Wohlers, Trustee of the Ralph A. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013, and of the Thelma M. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 29 day of August, 2018 by Ralph A. Wohlers, Trustee of the Ralph A. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013, and of the Thelma M. Wohlers Trust No. 2013, established by Declaration of Trust dated the 4th day of September, 2013.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D. Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSOR"

By: Gerald L. Wohlers
Name: Gerald L. Wohlers

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6 day of September, 2018 by Gerald L. Wohlers.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

By: Cheryl Wohlers
Name: Cheryl J. Wohlers

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6 day of September, 2018 by Cheryl J. Wohlers.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 12th day of September 20 18 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

TRACT I:
The East Half of the Southwest Quarter of Section Seven (7), and the West Half of the Northwest Quarter of Section Seven (7), except Thirty-five (35) acres off of the South end of said last mentioned tract, All in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, subject to highways as now located, ALSO EXCEPT THE FOLLOWING:

> Commencing at the Northwest corner of the East half of the Southwest quarter of said Section 7, thence South along the West line of said half quarter section 292 feet, thence East 23 feet, thence South 208 feet, thence East 625 feet, thence North to the North line of said quarter section, thence West along the North line of said quarter section to the place of beginning, Morgan County, Illinois.

TRACT II:
Six Hundred Sixty (660) feet off of the South side of the West Half of the Southwest Quarter of Section Six (6) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, subject to easements of record and roads and highways of record and as now located, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624314
Receipt #: 18143039 Total Fees: $47.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/2/2018 9:46:27 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 11, 2018 (the "Effective Date"), by and between Robert H. Bergschneider and Marilyn P. Bergschneider, Trustees of the Robert H. Bergschneider Living Trust, dated December 1, 2003, and of the Marilyn P. Bergschneider Living Trust, dated December 1, 2003 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Robert H Bergschneider
Name: Robert H. Bergschneider, Trustee of the Robert H. Bergschneider Living Trust, dated December 1, 2003, and of the Marilyn P. Bergschneider Living Trust, dated December 1, 2003

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 11 day of September, 20 18 by Robert H. Bergschneider, Trustee of the Robert H. Bergschneider Living Trust, dated December 1, 2003, and of the Marilyn P. Bergschneider Living Trust, dated December 1, 2003.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

By: Marilyn P. Bergschneider
Name: Marilyn P. Bergschneider, Trustee of the Robert H. Bergschneider Living Trust, dated December 1, 2003, and of the Marilyn P. Bergschneider Living Trust, dated December 1, 2003

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 11 day of September, 20 18, by Marilyn P. Bergschneider, Trustee of the Robert H. Bergschneider Living Trust, dated December 1, 2003, and of the Marilyn P. Bergschneider Living Trust, dated December 1, 2003.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of September, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

Beginning at a point 986.70 feet South of the Northeast corner of the East Half of the Southwest Quarter of Section Ten (10) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; thence West 264 feet; thence North 329.34 feet; thence West 399.96 feet; thence South 200.64 feet; thence West 660 feet, more or less, to the West line of said Half Quarter Section; thence South 1782 feet, more or less, to the Southwest corner of said Half Quarter Section; thence East 1323.96 feet, more or less, to the Southeast corner of said Half Quarter Section; thence North 1653.30 feet, more or less, to the point of beginning, except one (1) acre off of the Northeast corner of said Fifty-five (55) acres conveyed by John Ryan to Iven Wood cut off by the County Road and now running across said tract, also except any part of the above described property lying South of an existing East West Public Road;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624315
Receipt #: 18143039 Total Fees: $50.00
Pages Recorded: 8 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/2/2018 9:46:28 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 20, 2018 (the "Effective Date"), by and between Beverly E. Wohlers, a/k/a Beverly E. Huber, a single person; Deborah M. Wohlers, a/k/a Deborah M. Steinacher, a married person; Connie L. Wohlers, a/k/a Connie L. Lawson, a married person; and Brenda S. Wohlers, a/k/a Brenda S. Wilson, a single person, (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

8

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Beverly E. Wohlers
Name: Beverly E. Wohlers
AKA: Beverly E. Huber

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of August, 2018 by Beverly E. Wohlers, a/k/a Beverly E. Huber.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of Il
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature (if applicable)*

By: N/A
Name:

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSOR"

By: Deborah M Wohlers
Name: Deborah M. Wohlers
AKA: Deborah M Steinacher

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of August, 2018 by Deborah M. Wohlers, a/k/a Deborah M. Steinacher.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature (if applicable)*

By: Steven J. Steinacher
Name: Steven J. Steinacher

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of August, 2018 by Steven J. Steinacher, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSOR"

By: Connie L. Wohlers
Name: Connie L. Wohlers
AKA: Connie L Lawson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of August, 2018 by Connie L. Wohlers, a/k/a Connie L. Lawson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature (if applicable)*

By:
Name: Tim Lawson

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of August, 2018 by Tim Lawson, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSOR"

By: Brenda S. Wohlers
Name: Brenda S. Wohlers
AKA Brenda S. Wilson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of August, 2018 by Brenda S. Wohlers, a/k/a Brenda S. Wilson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature (if applicable)*

By: N/A
Name:

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 25th day of September 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Six hundred sixty (660) feet off of the South side of the East half of the Southwest quarter of Section 6 and 660 feet off of the South side of the West half of the Southeast quarter of Section 6, all in Township 15 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois,

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624316
Receipt #: 18143039
Pages Recorded: 7
Total Fees: $49.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/2/2018 9:46:29 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 28, 2018 (the "Effective Date"), by and between Alice Francine Buchanan and Phillip J. Harris, Successor Co-Trustees of the Alice B. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991 and of the Frank R. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991 (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and

conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Alice Francine Buchanan
Name: Alice Francine Buchanan, Successor Co-Trustee of the Alice B. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991 and of the Frank R. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of September, 20 18 by Alice Francine Buchanan, Successor Co-Trustee of the Alice B. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991 and of the Frank R. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

[SEAL]

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

"LESSOR"

By: Phillip J. Harris
Name: Phillip J. Harris, Successor Co-Trustee of the Alice B. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991 and of the Frank R. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 26 day of September, 2015 by Phillip J. Harris, Successor Co-Trustee of the Alice B. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991 and of the Frank R. Harris Living Trust, under Declaration of Living Trust dated the 24th day of January, 1991.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020
[SEAL]

Printed Name: Ryan D Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of October 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-4

Part of Sections 5 and 8, Township 15 North, Range 9 West of the 3rd P.M., bounded as follows: Beginning at the center of said Section 8; running thence East 26.01 chains; thence North 29.50 chains; thence West 8 chains; thence North 13.98 chains; thence South 82 3/4° West 28.01 chains to a point on the North line of said Section 8, 9.85 chains West of the Northeast corner of the Northwest Quarter (NW 1/4) of said Section 8; thence South to the South line of said Northwest Quarter (NW 1/4) of Section 8; thence East to the place of beginning.

ALSO,

Part of the East Half (E 1/2) of the Northeast Quarter (NW 1/4) of said Section 8, bounded as follows: Beginning at a point 26.01 chains East of the Northwest corner of the Northeast Quarter (NE 1/4) of said Section 8; running thence South 23.18 chains; thence East 4.14 chains; thence North 23.18 chains; and thence West 4.14 chains to the place of beginning.

ALSO,

Twenty-three and twenty-three Hundredths (23.23) acres, bounded as follows: Beginning at the Northwest corner of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 9, Township 15 North, Range 9 West, as aforesaid; running thence East 10 chains; thence South 23 chains; thence West 10 chains and 14 links; thence North 23 chains and 14 links to the place of beginning.

ALSO,

Thirty-one and twenty-three Hundredths (31.23) acres, bounded as follows: Beginning at the Northeast corner of the Northeast Quarter (NE 1/4) of said Section 8, T. 15 N., R. 9 W., aforesaid; running thence South 23 chains and 15 links; thence West 13 chains and 50 links; thence North 23 chains and 30 links; thence East 13 chains and 41 links to the place of beginning, EXCEPT, 5.80 acres off the West side thereof heretofore conveyed by Samuel Liter to John Dodsworth.

ALSO,

The North Half (N 1/2) of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of said Section 9, T. 15 N., R. 9 W., aforesaid.

Tracts 5-7

Part of Fractional Section Three (3) and part of Section Ten (10), bounded as follows: Beginning at an iron pipe in the East line of said Section 3, 33.79 chains South of a stone at the Northeast corner of said Section 3; thence West 26.688 chains to an iron pipe in the existing fence line; thence South 33.21 chains to an iron pipe in the center of the public road known as S.R. Route No. 3; thence with the centerline of said public road South 76° 35' East 4.68 chains to an iron pipe; thence South 47.29 chains to an iron pipe in the existing fence line on the South line of the North Half of said Section 10; thence East along said Half Section line 23.10 chains, more or less, to the Southeast corner of the North Half of said Section 10; and thence North along the East lines of said Sections 10 and 3 to the place of beginning, containing 247.37 acres, more or less;

ALSO,

All that part of the West Half of the Northwest Quarter of Section Eleven (11) lying South of the public highway extending in an Easterly and Westerly direction across said Half Quarter Section, containing 47.63 acres, more or less;

All in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, containing in all 295 acres, more or less, situated in Morgan County, Illinois.

Less and Except:

Part of the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section Three (3) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Commencing at the Southeast corner of said Section 3; thence South 88°42'15" West 454.26 feet (bearings are based on the Illinois State Plane Coordinate System NAD 83 (CORS 96) Illinois West Zone) along the South line of said Section 3 to the point of beginning; thence continuing South 88°42'15" West 292.84 feet along the South line of said Section 3; thence North 09°17'30" East 210.60 feet to the South right-of-way line for Harris Road; thence South 77°59'56" East 291.40 feet along said South right-of-way line; thence South 10°34'54" West 143.06 feet to the point of beginning, containing 1.17 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624317
Receipt #: 18143039 Total Fees: $47.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/2/2018 9:46:30 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of October 3, 2018 (the "Effective Date"), by and between Ronald M. Walpole and Pamela S. Walpole, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Ronald M. Walpole
Name: Ronald M. Walpole

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3 day of October, 2018, by Ronald M. Walpole.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

By: Pamela S. Walpole
Name: Pamela S. Walpole

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3 day of October, 2018, by Pamela S. Walpole.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 3rd day of October, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

Part of the West half of the Northwest quarter of Section Seven (7) Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, being further described as follows:

Beginning at a point 3882.0 feet North and 30 feet East of the Southwest corner of said Section 7, thence North 89°37' East, 128.9 feet, thence North 299.8 feet, thence East 10.3 feet, thence North 103.6 feet, thence North 86°18' West 141.0 feet, thence South 412.7 feet to the point of beginning, subject to highways as now located.

Tracts 2-3:

Part of the West half of the Northwest quarter of Section 7 in Township 15 North and Range 8 West of the Third Principal Meridian, being further described as follows: Beginning at a point 3,882 feet North and 158.9 feet East of the Southwest corner of said Section 7, thence East 379.1 feet to a point 538 feet East of the West line of said Section 7, thence North 2,110.5 feet, thence Northwesterly along an existing fence 617.5 feet to a point 30 feet East of said West line of Section 7, thence South 2,048.9 feet, thence East 141 feet, thence South 103.6 feet, thence West 10 feet, thence South 299.8 feet to the point of beginning, said tract containing 25.4051 acres, more or less, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624491
Receipt #: 18143273 Total Fees: $49.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/16/2018 11:26:58 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of October 12, 2018 (the "Effective Date"), by and between Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and Michael R. Johnson, a ~~single~~ / married person, Remainderman (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Donald R Johnson
Name: Donald R. Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12 day of October, 2018 by Donald R. Johnson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of Il
My Commission Expires: 11-03-19

[SEAL]

"LESSOR"

By: _____
Name: Michael R. Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12 day of October, 20 18 by Michael R. Johnson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature (if applicable)*

By: _____
Name: Jo Ann Johnson

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12 day of October, 20 18 by Jo Ann Johnson, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 16th day of October 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the fractional Southwest Quarter (SW 1/4) of Section Eighteen (18), and the fractional Northwest Quarter (NW 1/4) of Section Nineteen (19), all in Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Commencing at the Northeast corner of the fractional Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois; thence South 00°15'01" East along the East line of the fractional Southwest Quarter (SW 1/4) of said Section Eighteen (18), 2205.39 feet to a point on the Northerly right-of-way line of the Great Western Railroad; thence South 69°20'48" West along said Northerly right-of-way line, 1514.76 feet, to the true point of beginning; thence continuing South 69°20'48" West along said Northerly right-of-way line, 1440.13 feet to a point on the West line of the fractional Northwest Quarter (NW 1/4) of Section Nineteen (19), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian; thence North 00°26'18" West along the West line of last said Quarter Section line, 586.69 feet to the Southwest corner of the fractional Southwest Quarter (SW 1/4) of said Section Eighteen (18); thence North 00°37'35" West along the West line of last said Quarter Section, 1696.72 feet; thence North 89°25'04" East along the South line of a parcel of land conveyed to Jason Fuchs and Emily B. Fuchs by Executor's Deed, recorded as Document No. 596269 on June 4,

2013, in the Office of the Recorder of Morgan County, 474.90 feet; thence North 00°37'35" West along the East line of said Fuchs parcel, 959.61 feet; to a point on the North line of the fractional Southwest Quarter (SW 1/4) of said Section Eighteen (18); thence South 89°59'53" East along the North line of last said Quarter Section, 517.75 feet; thence South 00°02'12" West along the West line of a parcel of land conveyed to Edward D. Black, III, and Patricia A. Speaks by Warranty Deed, recorded as Document No. 494012 on June 9, 2000, in the Office of the Recorder of Morgan County, 286.79 feet; thence South 89°57'48" East, 160.00 feet to the Southeast corner of said Black parcel; thence North 00°02'12" East along the East line of said Black parcel, 286.88 feet to a point on the North line of last said Quarter Section; thence South 89°59'53" East along last said Quarter Section line, 212.49 feet; thence South 00°02'12" West along the West line of a parcel of land conveyed to Michael R. Johnson and Joann Johnson by Quitclaim Deed as Document No. 244641 on September 2, 1982, in the Office of the Recorder of Morgan County, 187.01 feet; thence South 89°57'48" East along the South line of said Johnson parcel, 4.95 feet; thence South 00°15'01" East, 2552.70 feet to the true point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624492
Receipt #: 18143273 Total Fees: $48.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/16/2018 11:26:59 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of October 12, 2018 (the "Effective Date"), by and between Donald R. Johnson, a single person, Individually and as Life Estate Tenant; and Bruce T. Johnson, a ~~single /~~ married person, as Remainderman (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Donald R Johnson
Name: Donald R. Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12 day of October, 20 18 by Donald R. Johnson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSOR"

By: _____
Name: Bruce T. Johnson

THE STATE OF Florida §
§
COUNTY OF Osceola §

This instrument was acknowledged before me on the 12 day of October, 20 18 by Bruce T. Johnson.

_____
Printed Name: Susan P Edder
Notary Public in and for the State of Florida
My Commission Expires: April 5, 2019

[SEAL]

SUSAN P EDDER
Notary Public - State of Florida
Commission # FF 217371
My Comm. Expires Apr 5, 2019
Bonded through National Notary Assn.

Spouse's Signature (if applicable)*
By: _____
Name: Deanne Coffey Johnson

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Florida §
§
COUNTY OF Osceola §

This instrument was acknowledged before me on the 12 day of October, 20 18 by Deanne Johnson, spouse.

SUSAN P EDDER
Notary Public - State of Florida
Commission # FF 217371
My Comm. Expires Apr 5, 2019
Bonded through National Notary Assn.

_____
Printed Name: Susan P Edder
Notary Public in and for the State of Florida
My Commission Expires: April 5, 2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 16th day of October 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the fractional Southwest Quarter (SW 1/4) of Section Eighteen (18), and the fractional Northwest Quarter (NW 1/4) of Section Nineteen (19), all in Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Beginning at the Northeast corner of the fractional Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois; thence South 00°15'01" East along the East line of the fractional Southwest Quarter (SW 1/4) of said Section Eighteen (18), 2205.39 feet to a point on the Northerly right-of-way line of the Great Western Railroad; thence South 69°20'48" West along said Northerly right-of-way line, 1514.76 feet, thence North 00°15'01" West, 2552.70 feet, to a point on the South line of a parcel of land conveyed to Michael R. Johnson and Joann Johnson by Quitclaim Deed, recorded as Document No. 244641 on September 2, 1982, in the Office of the Recorder of Morgan County; thence South 89°57'48" East, 155.05 feet to the Southeast corner of said Johnson parcel; thence North 00°02'12" East along the East line of said Johnson parcel, 187.11 feet to a point on the North line of the fractional Southwest Quarter (SW 1/4) of said Section Eighteen (18); thence South 89°59'53" East along the North line of the fractional Southwest Quarter (SW 1/4) of said Section Eighteen (18), 1263.77 feet to the true point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624493
Receipt #: 18143273
Pages Recorded: 5
Total Fees: $47.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/16/2018 11:27:00 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of October 15, 2018 (the "Effective Date"), by and between Rowlin Evergreen Farm, LLC, a Washington limited liability company ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

of agreement. JW Row

"LESSOR"

By: Rainer O Willingham
Name: Rainer Willingham
Title: Manager

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15 day of October, 2018 by Rainer O. Willingham, as Manager for Rowlin Evergreen Farm, LLC, a Washington limited liability company.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

By: Linda Willingham
Name: Linda Willingham
Title: Manager

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15 day of October, 2018 by Linda Willingham, as Manager for Rowlin Evergreen Farm, LLC, a Washington limited liability company.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 18th day of October 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of Section Twenty-Seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows:

Beginning at an iron pin at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 27; thence North 0°01'57" East, 1,412.45 feet along the Sixteenth Section Line to an iron pin; thence North 89°14'14" East, 3,307.16 feet to an iron pin; thence South 0°01'42" East, 1,412.45 feet to an iron pin; thence South 89°14'14" West, 3,308.66 feet along the South line of said Section 27 to the point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624494
Receipt #: 18143273 Total Fees: $50.00
Pages Recorded: 8 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/16/2018 11:27:01 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of October 11, 2018 (the "Effective Date"), by and between Amy S. Bell, a ~~single /~~ married person; Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008; Steven W. Martin, Tustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015; and Carolyn S. Pappas, a/k/a Carolyn H. Pappas, a single ~~/ married~~ person (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Amy S. Bell
Name: Amy S. Bell

THE STATE OF Texas §
§
COUNTY OF Galveston §

This instrument was acknowledged before me on the 28th day of September 20 18 by Amy S. Bell.

L. Chavez
Printed Name: Liz Chavez
Notary Public in and for the State of Texas
My Commission Expires: 1-9-2022

[SEAL]

L CHAVEZ
Notary Public
State of Texas
ID # 13140184-7
My Comm. Expires 01-09-2022

Spouse's Signature (if applicable)*

By: G. Anthony Bell, By Amy Bell / POA
Name: G. Anthony Bell

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Texas §
§
COUNTY OF Galveston §

This instrument was acknowledged before me on the 28th day of September, 20 18 by Amy Bell POA for G Anthony Bell, spouse.

L. Chavez
Printed Name: Liz Chavez
Notary Public in and for the State of Texas
My Commission Expires: 1-9-2022

[SEAL]

L CHAVEZ
Notary Public
State of Texas
ID # 13140184-7
My Comm. Expires 01-09-2022

"LESSOR"

By: _____
Name: Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008

THE STATE OF Illinois §
§
COUNTY OF Cook §

This instrument was acknowledged before me on the 26 day of September, 2018 by Alan L. Clark, Trustee of the Alan L. Clark Trust dated October 8, 2008.

_____
Printed Name: Gloria Traiforos
Notary Public in and for the State of Illinois
My Commission Expires: 6.28.2020

[SEAL]

"OFFICIAL SEAL"
GLORIA TRAIFOROS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/28/2020

"LESSOR"

By: _____
Name: Steven W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015

THE STATE OF Illinois §
§
COUNTY OF Tazewell §

This instrument was acknowledged before me on the 24 day of September, 2018 by Steven W. Martin, Trustee of the AJM (Adam J. Martin) Revocable Trust dated March 6, 2015.

Becky Rosenak
Printed Name: Becky Rosenak
Notary Public in and for the State of Illinois
My Commission Expires: _____

[SEAL]

OFFICIAL SEAL
BECKY ROSENAK
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 04-03-2022

"LESSOR"

By: _____
Name: Carolyn S. Pappas, a/k/a Carolyn H. Pappas

THE STATE OF SC §
§
COUNTY OF Greenville §

This instrument was acknowledged before me on the 11th day of October, 2018 by Carolyn S. Pappas, a/k/a Carolyn H. Pappas.

_____
Printed Name: Amanda McClellan
Notary Public in and for the State of SC
My Commission Expires: 12/16/23

[SEAL]

AMANDA McCLELLAN
NOTARY PUBLIC
COM. EXP. 12-16-2023
SOUTH CAROLINA

Spouse's Signature (if applicable)*

By: N/A
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF — §
§
COUNTY OF — §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

—
_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 18th day of October 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-3

Part of the East half (E½) of the Southeast quarter (SE¼) of Section Sixteen (16) and the Southwest quarter (SW¼) and the West half (W½) of the Southeast quarter (SE¼) of Section Fifteen (15) bounded and described as follows, to-wit: Beginning at the Northeast corner of said West half (W½) of the Southeast quarter (SE¼) of Section Fifteen (15) and running thence South 27 chains 35 links; thence West 80 chains 48 links to the West line of said East half (E½) of the Southeast quarter (SE¼) of said Section Sixteen (16); thence North 27 chains 35 links to the Northwest corner of said last mentioned subdivision; and thence East 80 chains 48 links to the place of beginning, all in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 4-8

A tract of land Two Hundred and Sixty-four and 92/100 (264.92) acres described as: Beginning at a stake in the North line of the right of way of the Jacksonville and Southeastern Railway, (now known as the Chicago, Burlington & Quincy R.R.), and in the South line of the Northeast quarter of Section Twenty-two (22), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, thence East on the said half-section line Seventeen and 40/100 (17.40) chains to the Southeast corner of the West half (W½) of the Northeast quarter (NE¼) of said Section Twenty-two (22), thence North Fifty-three and 30/100 (53.30) chains to a stake in the Public Road, thence West Eighty and 48/100 (80.48) chains to a stake, thence South One and 15/100 (1.15) chains to the North line of the right of way of said railway, thence in a Southeasterly direction along the line of said right of way to the place of beginning, EXCEPT a strip of land Twenty (20) feet in width lying along and adjoining the right of way of the Chicago, Burlington & Quincy Railroad Company on the Southwesterly side of said Two Hundred Sixty-four and 92/100 (264.92) acres. Situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624495
Receipt #: 18143273 Total Fees: $47.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/16/2018 11:27:02 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of October 16, 2018 (the "Effective Date"), by and between Phyllis G. Kilver, a/k/a Phyllis Kilver, a single ~~married~~ person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to five (5) years; provided, however, that Lessee has the option to extend the development period for an additional five (5) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Patricia M. McKean
Name: Pat McKean as Attorney-in-Fact for Phyllis G. Kilver, a/k/a Phyllis Kilver

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 16th day of October, 20 18 by Pat McKean as Attorney-in-Fact for Phyllis G. Kilver, a/k/a Phyllis Kilver.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

[SEAL]

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

Spouse's Signature (if applicable)*

By: N/A
Name:

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 23rd day of October 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The Northeast quarter of Section Four (4), Township 16 North, Range 8 West of the Third Principal Meridian, containing 165 1/4 acres, more or less, situated in the County of Morgan and State of Illinois;

Tracts 2-5

Part of Sections FOur (4), Five (5), Eight (8) and Nine (9) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, described as follows: Commencing at an existing fence post 33.0 feet (0.50 chains) West of a stone at the NOrth quarter corner of said Section 9, thence North 1°07-17" West 3,221.5 feet to an existing fence post, thence SOuth 90°00'00" West 2,002.25 feet to the point of beginning, thence continuing SOuth 90°00'00" West 962.0 feet, thence SOuth 0°34'28" East 5,838.75 feet to a point on the centerline of the Old State Road (County Highway #3), thence SOuth 89°39'40" East 962.0 feet along the centerline of the Old State Road, thence North 0°34'28" West 5,843.9 feet to the point of beginning, said center tract containing 128.99 acres, more or less, including existing highway right of way, subject to a 30 foot easement for ingress and egress for the benefit of the premises in question and the premises lying East thereof, the centerline of which is the East line of the premises in question. Situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624496
Receipt #: 18143273 Total Fees: $47.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/16/2018 11:27:03 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 4, 2018 (the "Effective Date"), by and between James M. Caldwell and Susan Caldwell, husband and wife (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: James M. Caldwell

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 4th day of Sept., 2018 by James M. Caldwell.

OFFICIAL SEAL
CHRISTOPHER GORDON
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-08-2021

[SEAL]

JAMES M. CALDWELL
Printed Name: Christopher Gordon
Notary Public in and for the State of Illinois
My Commission Expires: 6-8-21

By: _____
Name: Susan Caldwell

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 4th day of Sept, 2018 by Susan Caldwell.

SUSAN E. CALDWELL
Printed Name: Christopher Gordon
Notary Public in and for the State of Illinois
My Commission Expires: 6-8-21

OFFICIAL SEAL
CHRISTOPHER GORDON
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-08-2021

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1st day of November 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East Half of the Southwest quarter of the Southwest quarter of Section 27, Township 14 North, Range 9 West of the Third Principal Meridian.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625256
Receipt #: 18144323
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:19:55 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of October 19, 2018 (the "Effective Date"), by and between John A. Whalen and Lori E. Whalen, husband and wife ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: John A. Whalen
Name: John A. Whalen

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 19 day of October, 2018 by John A. Whalen.

OFFICIAL SEAL
CHRISTOPHER GORDON
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-08-2021
[SEAL]

Christopher Gordon
Printed Name: Christopher Gordon
Notary Public in and for the State of Illinois
My Commission Expires: 6-8-21

By: Lori E Whalen
Name: Lori E. Whalen

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 19 day of October, 2018 by Lori E. Whalen.

OFFICIAL SEAL
CHRISTOPHER GORDON
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-08-2021
[SEAL]

Christopher Gordon
Printed Name: Christopher Gordon
Notary Public in and for the State of Illinois
My Commission Expires: 6-8-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1st day of November 20 18 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West three-fourths of the Southwest quarter of the Southeast quarter of Section 28, except one (1) acre in the Northwest corner thereof used for school purposes, all in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

And:

Three and one-third acres of even width off the West side of the East one-quarter of the Southwest quarter of the Southeast quarter of Section 28, in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625260
Receipt #: 18144323
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:19:59 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of October 19, 2018 (the "Effective Date"), by and between Josephine M. Whalen, a single ~~/ married~~ person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Josephine M Whalen
Name: Josephine M. Whalen

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 19 day of October, 2018 by Josephine M. Whalen.

Christopher Gordon
Printed Name: Christopher Gordon
Notary Public in and for the State of Illinois
My Commission Expires: 6-8-21

[SEAL]
OFFICIAL SEAL
CHRISTOPHER GORDON
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-08-2021

Spouse's Signature (if applicable)*

By: N/A
Name:

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1st day of November 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East one-quarter of the Southwest quarter of the Southeast quarter; the Southeast quarter of the Southeast quarter, all in Section 28; and the West one-quarter of the Southwest quarter of the Southwest quarter of Section 27, all in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

And:

The East half of the West half of the Southwest quarter of the Southwest quarter of Section 27, in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625261
Receipt #: 18144323 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:00 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of November 1, 2018 (the "Effective Date"), by and between Paul E. Johnson and Moonlin Lin Johnson, husband and wife (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

JOHN C RUSSELL III
Notary Public - State of Florida
Commission # GG 252701
My Comm. Expires Aug 26, 2022
Bonded through National Notary Assn.

"LESSOR"

By: Paul E. Johnson
Name: Paul E. Johnson

THE STATE OF FLORIDA §
§
COUNTY OF SARASOTA §

This instrument was acknowledged before me on the 1 day of November, 2018 by Paul E. Johnson.

Printed Name: JOHN C. RUSSELL
Notary Public in and for the State of FLORIDA
My Commission Expires: 8-26-2022

[SEAL]

JOHN C RUSSELL III
Notary Public - State of Florida
Commission # GG 252701
My Comm. Expires Aug 26, 2022
Bonded through National Notary Assn.

By:
Name: Moonlin Lin Johnson

THE STATE OF FLORIDA §
§
COUNTY OF SARASOTA §

This instrument was acknowledged before me on the 1 day of November, 2018 by Moonlin Lin Johnson.

Printed Name: JOHN C. RUSSELL III
Notary Public in and for the State of FLORIDA
My Commission Expires: 8-26-2022

[SEAL]

JOHN C RUSSELL III
Notary Public - State of Florida
Commission # GG 252701
My Comm. Expires Aug 26, 2022
Bonded through National Notary Assn.

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of November 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1

The South 15 acres of the Southwest Quarter of the Southwest Quarter of Section 15 in Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2

All that part of the East Half of the Southeast Quarter of Section 18 lying North of the right-of-way of the Chicago and Alton Railroad (now Illinois Central Gulf Railroad) in Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624983
Receipt #: 18143915 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/31/2018 11:19:23 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of November 14, 2018 (the "Effective Date"), by and between David H. Wilson, a single ~~married~~ person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: David H. Wilson

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 14 day of November, 2018, by David H. Wilson.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

_____
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

Spouse's Signature (if applicable)*

By: _____
Name: N/A

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20th day of November, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

Part of the Southeast quarter of Section Twenty-five (25) in Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at a stone at the Southeast corner of the Southeast quarter of said Section 25; thence North 0°00'00" East along the East line of the Southeast quarter of Section 25 a distance of 998 feet; thence South 89°37'30" West a distance of 1,163.72 feet to the true point of beginning; thence North 0°00'00" East a distance of 1,159.27 feet; thence North 89°39'03" West a distance of 105.77 feet; thence North 0°29'22" East a distance of 33.09 feet; thence North 88°41'12" West a distance of 52.15 feet; thence South 0°08'51" West a distance of 105.01 feet; thence North 88°41'12" West a distance of 118.48 feet; thence South 08°08'08" East a distance of 21.51 feet; thence South 46°28'32" West a distance of 686.86 feet; thence South 88°42'08" West a distance of 479.94 feet to a point 231 feet East of the West line of the Southeast quarter of Section 25; thence South 0°17'43" West parallel with said West line a distance of 323.54 feet; thence North 89°51'37" East a distance of 358.50 feet; thence South 0°17'43" West a distance of 214.60 feet; thence North 89°51'37" East a distance of 577.46 feet; thence South 0°17'43" West a distance of 255.40 feet; thence North 89°51'37" East a distance of 154.08 feet; thence North 2°17'29" West a distance of 1.07 feet; thence North 0°00'00" East a distance of 202 feet; thence North 89°37'30" East a distance of 165.28 feet to the true point of beginning, containing 21.10 acres, more or less.
EXCEPT the following part thereof:
Commencing at a stone at the Southeast corner of the Southeast quarter of said Section 25; thence North 0°00'00" East along the East line of the Southeast quarter of Section 25 a distance of 998 feet; thence South 89°37'30" West a distance of 1,163.72 feet; thence North 0°00'00" East a distance of 1,159.27 feet; thence North 89°39'03" West a distance of 105.77 feet; thence North 0°29'22" East a distance of 33.09 feet; thence North 88°41'12" West a distance of 52.15 feet; thence South 0°08'51" West a distance of 105.01 feet; thence North 88°41'12" West a distance of 118.48 feet; thence South 08°08'08" East a distance of 21.51 feet; thence South 46°28'32" West a distance of 686.86 feet; thence South 88°42'08" West a distance of 479.94 feet to a point 231 feet East of the West line of the Southeast quarter of Section 25; thence South 0°17'43" West parallel with said West line a distance of 175 feet to the true point of beginning; thence South 0°17'43" West 148.54 feet; thence North 89°51'37" East a distance of 358.50 feet; thence South 0°17'43" West a distance of 214.60 feet; thence North 89°51'37" East a distance of 577.46 feet, to a point hereinafter referred to as the "Reference Point"; thence South 0°17'43" West a distance of 255.40 feet; thence North 89°51'37" East a distance of 154.08 feet; thence North 2°17'29" West a distance of 1.07 feet; thence North 0°00'00" East a distance of 202 feet; thence Northwesterly to the "Reference Point"; thence Northwesterly to a point 479.94 feet East and 148.54 feet South of the true point of beginning; thence North 148.54 feet; thence West 479.94 feet to the point of beginning.

Less and Except:

Part of the Southeast Quarter (SE 1/4) of Section Twenty-Five (25), in Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE 1/4) of Section Twenty-Five (25), in Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois; thence North 00°04'28" West (Basis of Bearing is the Illinois State Plane Coordinate System, NAD 83, Illinois West Zone) along the East line of the Southeast Quarter (SE 1/4) of said Section Twenty-Five (25), 998.10 feet, thence South 89°32'56" West, 1163.72 feet to the Southeast corner of a tract of land conveyed to David H. Wilson by Quitclaim Deed, recorded as Document No. 541982 on June 5, 2005 in the Office of the Recorder of Morgan County and specific to Tract III; thence North 00°05'44" West, 1159.23 feet to the Northeast corner of said Wilson Tract; thence North 89°37'51" West along the Northerly line of said Wilson Tract, 105.87 feet; thence North 00°53'08" East along the Northerly line of said Wilson Tract, 32.74 feet; thence North 89°26'32" West along the Northerly line of said Wilson Tract, 52.20 feet; thence South 00°00'12" East along the Northerly line of said Wilson Tract, 105.00 feet; thence North 88°45'35" West along the Northerly line of said Wilson Tract, 118.45 feet; thence South 08°12'30" East along the Northerly line of said Wilson Tract, 21.51 feet to the true point of beginning; thence South 46°27'58" West along the Northerly line, 686.86 feet; thence South 88°33'00" West, 479.94 feet to the Northwest corner of said Wilson Tract; thence South 00°12'49" West, 175.00 feet to the Southwest corner of said Wilson Tract, also being the Northwest corner of a parcel of land conveyed to Robert D. Baxter by Warranty Deed, recorded as Document No. 425105 on February 8, 1993 in the Office of the Recorder of Morgan County. Thence North 89°46'43" East along the Northerly line of said Baxter Parcel and Southerly line of said Wilson Tract, 460.53 feet to a point in the centerline of a waterway that bears Northeasterly and Southwesterly in direction; thence North 36°22'23" East along said centerline, 98.84 feet; thence North 42°46'50" East along said centerline, 127.33 feet; thence North 47°21'34" East along said centerline, 246.79 feet; thence North 52°43'01" East along said centerline, 68.62 feet; thence North 59°33'26" East along said centerline, 158.85 feet; thence leaving said centerline North 00°05'44" West, 196.20 feet to the true point of beginning.

Tract 2:

Part of the Southeast quarter (SE¼) of Section Twenty-five (25), Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at a stone at the Southeast corner of the Southeast quarter (SE¼) of said Section 25, thence North 0°00'00" East along the East line of said quarter section a distance of 998 feet to the true point of beginning; thence South 89°37'30" West a distance of 583.75 feet; thence North 0°00'00" East a distance of 1,151.95 feet; thence South 89°39'03" East a distance of 583.75 feet to a point on the East line of the Southeast quarter of Section 25; thence South 0°00'00" West along said South line a distance of 1,144.57 feet to the true point of beginning; containing 15.39 acres, more or less.

Tract 3:

Part of the Southeast quarter (SE¼) of Section Twenty-five (25), Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at a stone at the Southeast corner of the Southeast quarter of said Section 25; thence North 0°00'00" East along the East line of said quarter section a distance of 998 feet; thence South 89°37'30" West a distance of 583.75 feet to the true point of beginning; thence continuing South 89°37'30" West a distance of 579.97 feet; thence North 0°00'00" East a distance of 1,159.27 feet; thence South 89°39'03" East a distance of 579.97 feet; thence South 0°00'00" East a distance of 1,151.95 feet to the true point of beginning. Said parcel containing 15.39 acres, more or less.

Tract 4:

Part of the Southeast quarter (SE¼) of Section Twenty-five (25), Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Beginning at a stone a the Southeast corner of the Southeast quarter of said Section 25; thence North 0°00'00" East along the East line of the Southeast quarter of Section 25 a distance of 978.00 feet; thence South 89°37'30" West a distance of 1,329.00 feet; thence South 0°00'00" West a distance of 182.00 feet; thence South 2°17'29" East a distance of 107.25 feet; thence South 62°49'21" East a distance of 1,489.08 feet to the point of beginning, containing 19.29 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624984
Receipt #: 18143915
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/31/2018 11:19:24 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of November 14, 2018 (the "Effective Date"), by and between George B. Wilson, Trustee of the George B. Wilson Living Trust, created by Declaration of Living Trust, dated December 8, 2009; and Margie E. Wilson, Trustee of the Margie E. Wilson Living Trust, created by Declaration of Living Trust, dated December 8, 2009 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Jane Tavender, POA
Name: George B. Wilson, Trustee of the George B. Wilson Living Trust, created by Declaration of Living Trust, dated December 8, 2009

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 14 day of November, 2018, by George B. Wilson, Trustee of the George B. Wilson Living Trust, created by Declaration of Living Trust, dated December 8, 2009.

Jane Tavender, Attorney-in-Fact for

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

By: Jane Tavender, POA
Name: Margie E. Wilson, Trustee of the Margie E. Wilson Living Trust, created by Declaration of Living Trust, dated December 8, 2009

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 14 day of November, 2018, by Margie E. Wilson, Trustee of the Margie E. Wilson Living Trust, created by Declaration of Living Trust, dated December 8, 2009.

Jane Tavender, Attorney-in-Fact for

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20th day of November, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

_____
Notary Public, Commonwealth of Virginia

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2

The West Half of the Southwest Quarter of Section Twenty-seven (27) in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, except the East Six Hundred Seventy-two and one-half (672.5) feet thereof.

Tracts 3-4

The East Half of the Southeast Quarter of Section Thirty-three (33) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

The Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter in Section Thirty-three (33) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 5

The Northwest Quarter of the Southwest Quarter of Section Thirty-four (34) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 6

The West Half of the West Half of the Southwest Quarter of Section Thirty-two (32) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Less and Except:

Part of the Southwest Quarter of Section Thirty-two (32) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 32; thence South, along the West line of said quarter section a distance of 343.8 feet; thence East, along a line parallel with the North line of said quarter section a distance of 234.25 feet; thence North, along a line parallel with the West line of said quarter section a distance of 343.8 feet, to a point on the North line of said quarter section; thence West, along the North line of said quarter section a distance of 234.25 feet, to the point of beginning.

Tract 7

The Northwest Quarter of the Southwest Quarter of Section Five (5) in Township Thirteen (13) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 8-9

The South Half of the Southeast Quarter of the Southeast Quarter of Section Twenty-eight (28), and the Northeast Quarter of the Northeast Quarter of Section Thirty-three (33) in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624985
Receipt #: 18143915 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/31/2018 11:19:25 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of November 28, 2018 (the "Effective Date"), by and between Robert William Eck, Trustee for George Emerick Eck, and then Gail A. Eck ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Robert William Eck
Name: Robert William Eck, Trustee for George Emerick Eck, and then Gail A. Eck

THE STATE OF IL §
§
COUNTY OF Morgan, §

This instrument was acknowledged before me on the 28 day of November, 2018, by Robert William Eck, Trustee for George Emerick Eck, and then Gail A. Eck.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 30th day of November, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Northwest Quarter of the Northwest Quarter of Section 8 and the South Half of the Southeast Quarter of the Southwest Quarter of Section 5 all in Township 14 North and Range 8 West of the Third Principal Meridian EXCEPT the following described real estate:

Part of the Northwest Quarter of the Northwest Quarter of Section Eight (8), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, described as follow:

Tract #1: Beginning at a point 367.0 feet East of the Northwest corner of said Section Eight (8), said point being on the North line of said Section Eight (8); thence South 90.0 feet on a line parallel to the West line of said Section Eight (8); thence East 140.0 feet on a line parallel to the North line of said Section Eight (8); thence North 90.0 feet to the North line of said Section Eight (8); thence West 140.0 feet along said North line to the point of beginning.

Tract #2: Beginning at the Northwest corner of said Section Eight (8); thence East along the North line of said Section Eight (8) 367.0 feet; thence South 24.0 feet; thence West 367.0 feet to the West line of said Section Eight (8); thence North along said West line, 24.0 feet to the point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624987
Receipt #: 18143915
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/31/2018 11:19:27 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of November 27, 20 18 (the "Effective Date"), by and between John P. Ransdell, Trustee of the John P. Ransdell Living Trust, dated December 11, 2001 ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: John P. Ransdell, Trustee of the John P. Ransdell Living Trust, dated December 11, 2001

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov, 2018 by John P. Ransdell, Trustee of the John P. Ransdell Living Trust, dated December 11, 2001.

_____
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-2021

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 4th day of December 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Southeast Quarter of the Northeast Quarter of Section Twenty (20), and Thirty (30) acres off of the South side of the Southwest Quarter of the Northwest Quarter of Section Twenty-one (21), EXCEPT THE FOLLOWING:

Part of the Northeast Quarter of Section 20 and the Northwest Quarter of Section 21, described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 21, thence East along the center of the half section line 175 feet, thence North 264 feet 6 inches, thence West 230 feet, thence South 253 feet 6 inches to an iron stake, thence Southeasterly 58 feet 5 inches, more or less, to the point of beginning;

All in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624988
Receipt #: 18143915 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/31/2018 11:19:28 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of November 27, 2018 (the "Effective Date"), by and between Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Elise A. Ransdell Tr.
Name: Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov, 20 18 by Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust.

Hope K. Quarles
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-2021

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 4th day of December 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Northwest Quarter of Section Twenty-eight (28) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624989
Receipt #: 18143915
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/31/2018 11:19:29 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 7, 20 18 (the "Effective Date"), by and between Donald M. Davis, a ~~single~~ married person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: DONALD M. DAVIS

THE STATE OF CA §
§
COUNTY OF SANTA CLARA §

This instrument was acknowledged before me on the 7 day of December, 2018 by ~~George Nick Dimopoulos~~ DONALD M DAVIS

_____
Printed Name: George Nick Dimopoulos
Notary Public in and for the State of CA
My Commission Expires: 1/27/21

[SEAL]

GEORGE NICK DIMOPOULOS
Notary Public – California
Los Angeles County
Commission # 2181454
My Comm. Expires Jan 27, 2021

Spouse's Signature (if applicable)*

By: _____
Name: Brenda L Davis

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF CA §
§
COUNTY OF SANTA CLARA §

This instrument was acknowledged before me on the 7 day of December, 2018 by _____
Brenda L Davis, spouse.

GEORGE NICK DIMOPOULOS
Notary Public – California
Los Angeles County
Commission # 2181454
My Comm. Expires Jan 27, 2021

_____
Printed Name: George N Dimopoulos
Notary Public in and for the State of CA
My Commission Expires: 1/27/21

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13th day of December 2018 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at an iron pin at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 27; thence North 0°01'57" East, 706.225 feet along the Sixteenth Section Line; thence North 89°14'14" East, 3,307.91 feet; thence South 0°01'42" East, 706.225 feet to an iron pin; thence South 89°14'14" West, 3,308.66 feet along the South Line of said Section 27 to the point of beginning. Containing 53.63 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625262
Receipt #: 18144323 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:01 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 13, 2018 (the "Effective Date"), by and between William Becker, Trustee of the William Becker Revocable Living Trust ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: William Becker, trustee
Name: William Becker, Trustee of the William Becker Revocable Living Trust

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 13 day of December, 2018, by William Becker, Trustee of the William Becker Revocable Living Trust.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of January, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2:

Part of Lot Eleven (11), being fifteen (15) acres off of the South end of the Northwest Quarter of the Southeast Quarter; and, part of Lot Twelve (12), being fifteen (15) acres off of the South end of the Northeast Quarter of the Southwest Quarter; all in Section 16, Township 15 North and Range 8 West of the Third Principal Meridian, subject to highways, if any. Situated in Morgan County, Illinois.

Tracts 3-4:

Lots Nine (9) and Ten (10) being the Northeast quarter of the Southeast quarter; the North Twenty-five (25) acres of Lot Eleven (11) being the North Twenty-five (25) acres of the Northwest quarter of the Southeast quarter; the North Twenty-five (25) acres of Lot Twelve (12) being the North Twenty-five (25) acres of the Northeast quarter of the Southwest quarter; all in Section Sixteen (16) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, subject to highways as now located.

Tract 5:

Twenty (20) acres off of the East end of Lot Seventeen (17) and Lot Eighteen (18) being the Southeast Quarter of the Southeast Quarter of Section Sixteen (16) except a tract of land in the Southwest corner of the above described tract having an east and west dimension of 131 feet and a north and south dimension of 200 feet; all in Section Sixteen (16) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, subject to highways, if any, in Morgan County, Illinois.

Tract 6:

The North Five (5) acres of the following:
The East 225 feet of Lots Nine (9) and Ten (10) of the Plat of the School Commissioners Subdivision of Section Sixteen (16), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, as recorded in the Book of School Lands on pages 188 and 189 in the Office of the County Clerk of Morgan County, Illinois, more particularly described as follows: Beginning at an iron pipe found marking the Southeast corner of the Northeast quarter of the Southeast quarter of the aforesaid Section 16, said corner also being the Southeast corner of the aforesaid Lot 10; thence South 89°59'35" West along the South line of said Lot 10, 225.00 feet to a set iron pin; thence North 00°16'14" West 1319.31 feet to the North line of the aforesaid Lot 9; thence North 89°59'10" East 225.00 feet to a found iron pipe marking the East quarter corner of the aforesaid Section 16, said corner also being the Northeast corner of said Lot 9; thence South 00°16'14" East along the quarter-quarter section line 1319.34 feet to the true point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624990
Receipt #: 18143915
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/31/2018 11:19:30 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 6, 2018 (the "Effective Date"), by and between Peggie L. Vohsen, a/k/a Peggy L. Vohsen, Successor Trustee of the Big Sue Farm Trust, established by Irrevocable Trust Agreement dated the 7th day of July, 2011 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Peggie L. Vohsen
Name: Peggie L. Vohsen, a/k/a Peggy L. Vohsen, Successor Trustee of the Big Sue Farm Trust, established by Irrevocable Trust Agreement dated the 7th day of July, 2011

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6th day of December, 2018, by Peggie L. Vohsen, a/k/a Peggy L. Vohsen, Successor Trustee of the Big Sue Farm Trust, established by Irrevocable Trust Agreement dated the 7th day of July, 2011.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

[SEAL]

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 14th day of December, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East half of the Northwest quarter of Section Thirty-three (33), except beginning at the Southeast corner of said half quarter section, thence West 22 rods, thence North 58 rods, thence East 22 rods, thence South 58 rods to the place of beginning, in Township 14 North, Range 9 West of the Third Principal Meridian in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 624991
Receipt #: 18143915
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/31/2018 11:19:31 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 6, 2018 (the "Effective Date"), by and between Alan E. Kleinschmidt, Trustee of the Kleinschmidt Jacksonville Farm Trust, established by Irrevocable Trust Agreement dated December 24, 2012; and Kleinschmidt Farms, LLC, an Illinois limited liability company (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____ TTER
Name: Alan E. Kleinschmidt, Trustee of the Kleinschmidt Jacksonville Farm Trust, established by Irrevocable Trust Agreement dated December 24, 2012

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6th day of December, 2018, by Alan E. Kleinschmidt, Trustee of the Kleinschmidt Jacksonville Farm Trust, established by Irrevocable Trust Agreement dated December 24, 2012.

_____
Printed Name: Ryan Byers
Notary Public in and for the State of Illinois
My Commission Expires: 3/20/20

[SEAL]

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Kleinschmidt Farms, LLC, an Illinois limited liability company

By: _____ manager
Name: Alan E. Kleinschmidt
By: Manager

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6th day of December, 2018, by Alan E. Kleinschmidt, Manager for Kleinschmidt Farms, LLC, an Illinois limited liability company.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

_____
Printed Name: Ryan Byers
Notary Public in and for the State of Illinois
My Commission Expires: 3/20/20

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 14th day of December, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

Part of the South half of Section Twenty (20) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows:

Beginning at a point on the North line of said half section 5.04 chains East of the Northwest corner of said half section, and thence running South 20.69 chains, more or less, to the Northerly line of a tract of land conveyed by Elliott Stevenson and wife to William Waggoner by deed dated April 2, 1860 and recorded in the Recorder's Office of Morgan County, Illinois in Book "QQ" of Deeds at page 618, thence South about 71° East along said Northerly line, and to the Northeast corner of said Waggoner land, thence South along the East line of said Waggoner land, 10.87 chains, more or less, to the South line of said half section, thence East along said South line 35 chains, more or less, to a point 15 chains West of the Southeast corner of said Section 20, thence North to the North line of said half section, and thence West along said North line to the place of beginning;

EXCEPT the following: Part of the Southwest quarter of Section Twenty (20),Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, being further described as follows:

Beginning at a point on the North line of said Southwest quarter 1226.14 feet West of the Northeast corner of said Southwest quarter; thence South 25.00 feet; thence South 06°34'30" East, 399.12 feet; thence South 55°06'07" East, 37.00 feet; thence South 07°16'22" East, 116.56 feet; thence South 67°10'26" West, 30.75 feet; thence South 07°03'40" West, 26.99 feet; thence South 87°08'29" West, 204.33 feet; thence North 00°10'27" West, 604.87 feet, more or less, to the North line of said Southwest quarter of Section Twenty (20); thence North 89°05'33" East, 146.71 feet, more or less, to the point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625263
Receipt #: 18144323
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:02 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 7, 2018 (the "Effective Date"), by and between Peggie L. Vohsen, a ~~single /~~ married person, and Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Peggie L. Vohsen
Name: Peggie L. Vohsen

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6th day of December, 2018, by Peggie L. Vohsen

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

Spouse's Signature (if applicable)*

By: Thomas J. Vohsen
Name: THOMAS J. VOHSEN

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6th day of December, 2018, by Thomas J. Vohsen, spouse.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

"LESSOR"

By: Mary Ann Ranson
Name: Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009

THE STATE OF Missouri §
§
COUNTY OF St Charles §

This instrument was acknowledged before me on the 7 day of December, 2018, by Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009.

PAT KASPAR
Notary Public, Notary Seal
State of Missouri
Warren County
Commission # 14396071
My Commission Expires 07-20-2022
[SEAL]

Pat Kaspar
Printed Name: PAT KASPAR
Notary Public in and for the State of Missouri
My Commission Expires: 7/20/2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of December, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Northwest Quarter of the Northeast Quarter of Section Thirty-five (35) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian,

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625265
Receipt #: 18144323
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:04 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 7, 20 18 (the "Effective Date"), by and between Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Mary Ann Ranson
Name: Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009

THE STATE OF Missouri §
§
COUNTY OF St Charles §

This instrument was acknowledged before me on the 7 day of December, 2018, by Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009.

PAT KASPAR
Notary Public, Notary Seal
State of Missouri
Warren County
Commission # 14396071
My Commission Expires 07-20-2022
[SEAL]

Pat Kaspar
Printed Name: PAT KASPAR
Notary Public in and for the State of Missouri
My Commission Expires: 7/20/2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of December, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The Northwest quarter of the Northwest quarter of Section Thirty-five (35) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2:

The Northeast quarter of the Northwest quarter of Section Thirty-five (35) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625266
Receipt #: 18144323
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:05 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 7, 2018 (the "Effective Date"), by and between Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009; and Executor of the Estate of James C. Ranson (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Mary Ann Ranson
Name: Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009; and Executor of the Estate of James C. Ranson

THE STATE OF Missouri §
§
COUNTY OF St Charles §

This instrument was acknowledged before me on the 7 day of December, 20 18, by Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009; and Executor of the Estate of James C. Ranson.

PAT KASPAR
Notary Public, Notary Seal
State of Missouri
Warren County
Commission # 14396071
My Commission Expires 07-20-2022
[SEAL]

Printed Name: PAT KASPAR
Notary Public in and for the State of Missouri
My Commission Expires: 7/20/2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of December, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

All that part of the Northwest quarter of Section Five (5) in Township Thirteen (13) North and Range Nine (9) West of the Third Principal Meridian, lying East of the Public Road running North and South near the Center of said quarter section, containing Sixty-nine (69) acres, more or less, situated in Morgan County, Illinois.

And:

The Northeast quarter of the Northeast quarter of Section Thirty-four (34), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625267
Receipt #: 18144323
Pages Recorded: 8
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:06 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 7 ____, 20 18 (the "Effective Date"), by and between Peggie L. Vohsen, a ~~single /~~ married person, and Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

8

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Peggie L. Vohsen
Name: Peggie L. Vohsen

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6th day of December, 2018, by Peggie L. Vohsen.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

Spouse's Signature (if applicable)*

By: Thomas J. Vohsen
Name: THOMAS J. VOHSEN

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 6th day of December, 2018, by Thomas J. Vohsen, spouse.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

"LESSOR"

By: Mary Ann Ranson
Name: Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009

THE STATE OF Missouri §
§
COUNTY OF St Charles §

This instrument was acknowledged before me on the 1 day of December, 2018, by Mary Ann Ranson, Trustee of the Mary Ann Ranson Trust No. 2009, established by Declaration of Trust dated the 17th day of September, 2009.

PAT KASPAR
Notary Public, Notary Seal
State of Missouri
Warren County
Commission # 14396071
My Commission Expires 07-20-2022
[SEAL]

Printed Name: PAT KASPAR
Notary Public in and for the State of Missouri
My Commission Expires: 7/20/2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of December, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-4:

The Northeast quarter of the Northeast quarter of Section Thirty-five (35), and the West half of the Northwest quarter of Section Thirty-six (36), all in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; except that part conveyed by Deeds recorded September 27, 1984 in Deed Drawer 6, Cards 5020 and 5021 described as 30 acres off of the West side of the Southwest quarter of the Northwest quarter of Section 36 in Township 14 North and Range 9 West of the Third Principal Meridian,

EXCEPTING therefrom the following described 5 acre parcel:

Beginning at the intersection of the North right of way line of the Franklin to Woodson Road and the West line of the Northwest quarter of Section 36 in Township 14 North and Range 9 West of the Third Principal Meridian, thence East along said North right of way line a distance of 500 feet, thence North parallel with the West line of the Northwest quarter of said Section 36 a distance of 435.6 feet, thence West 500 feet to a point on the West line of the Northwest quarter of said Section 36, thence South along said West line a distance of 435.6 feet to the point of beginning.

Part of the Southeast quarter of the Southwest quarter of Section Twenty-five (25), bounded as follows:

Beginning at the Southwest corner of said quarter quarter section, and running thence North to the South line of the right of way of the Chicago, Burlington and Quincy Railroad Company, thence in a Southeasterly direction with the South line of said right of way to the South line of said Section 25, and thence West along said Section line to the place of beginning;

ALSO, 60 acres off of the North end of the East half of the Northwest quarter of Section 36,

EXCEPT part of said tract lying North of the South line of the right of way of the Chicago Burlington and Quincy Railroad

ALSO EXCEPT 29.49 acres off of the South end thereof; subject to highways as now located; all in Township 14 North and Range 9 West of the Third Principal Meridian;

49.94 acres off of the South end of the East half of the Northwest quarter of Section 36 in Township 14 North and Range 9 West of the Third Principal Meridian,

EXCEPT 20 acres off of the South end thereof, subject to highways as now located.

ALSO EXCEPTED from the above described property is the following:

Part of the Northwest quarter of Section Thirty-six (36) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, being more particularly described as follows:

Beginning at the intersection of the North right of way line of the Franklin to Woodson Road and the West line of the Northwest quarter of Section 36 in Township 14 North and Range 9 West of the Third Principal Meridian, thence East along said North right of way line a distance of 500 feet, thence North parallel with the West line of the Northwest quarter of said Section 36 a distance of 435.6 feet, thence West 500 feet to a point on the West line of the Northwest quarter of said Section 36, thence South along said West line a distance of 435.6 feet to the point of being, said parcel containing 5 acres, more or less;

ALSO, EXCEPTED from the said real estate is the following:

Part of the Northeast quarter of the Northwest quarter of Section 36 in Township 14 North and Range 9 West of the Third Principal Meridian in the Village of Franklin, described as follows:

Commencing at the intersection of the North line of the South half of the Southeast quarter of the Northwest quarter of Section 36 and the West right of way line of State Bond Issue Route 104, said point being 35 feet West of the East line of the Northwest quarter of said Section 36, thence North 823 feet along the West right of way line of State Bond Issue Route 104 to the point of beginning; thence West 150 feet along a line parallel to the North line of the South half of the Southeast quarter of the Northwest quarter of said Section 36, thence North 135 feet along a line parallel to the West right of way line of State Bond Issue Route 104, thence East 140 Feet, more or less, along a line parallel to the North line of the South half of the Southeast quarter of the Northwest quarter of said Section 36 to a point on the Westerly right of way line of State Bond Issue Route 104, thence Southeasterly 135.4 feet, more or less, along the Westerly right of way line of State Bond Issue Route 104 to the point of beginning, said tract containing 19,840 square feet, more or less, or 0.455 acres, more or less, all subject to highways as now located and easements of record.

ALSO, EXCEPTED from the said real estate are those parts thereof sold or conveyed to the State of Illinois in Morgan County Circuit Court No.94ED9 and also to Junction Sales, Inc. by Warranty Deed Recorded as Document #439474 described as follows:

Part of the Northeast quarter (NE¼) of the Northwest quarter (NW¼) of Section 36, in Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Commencing at a stone at the Southwest corner of the Southwest quarter (SW¼) of Section 25 in Township 14 North, Range 9 West of the Third Principal Meridian; thence South 89°57'54" East along the South line of said quarter section line a distance of 1323.02 feet to the Southwest corner of the Southeast quarter (SE¼) of the Southwest quarter (SW¼) of said Section 25; thence North 00°31'52" East along the West line of said quarter quarter section a distance of 328.17 feet; thence continuing North 00°31'52"East 141.64 feet to a point on the Southerly right-of-way line of the Burlington Northern Railroad; thence South 50°25'15" East along the Southerly right-of-way line of said Burlington Northern Railroad a distance of 1085.19 feet to the true point of beginning; thence South 28°37'10" East 53.85 feet to a point on the Northerly right-of-way line of FA Route 753 (IL 104); thence Southeasterly along said right-of-way line to the point where said right-of-way line intersects with the line running North and South through the center of Section 36 in Township 14 North, Range 9 West of the Third Principal Meridian; thence running North along said line to the point where said line intersects with the Southerly right-of-way line of said Burlington Northern Railroad; thence Northwesterly along said Southerly right-of-way line to the true point of beginning.

Tract 5:

The North one-half (N½) of the Southeast quarter (SE¼) of the Northeast quarter (NE¼) of Section Thirty-five (35) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, together with an easement for ingress and egress along the West Forty feet of the South one-half (S½) of said quarter quarter section.

Tract 6:

The South half of the Northwest quarter of Section Thirty-five (35) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

2019R01484
2019R01484
01/25/2019 11:02AM
REC FEE: 28.00
GIS FEE: 18.00
RHSP FEE: 9.00
TOTAL: $55.00
PAGES: 5
DEBRA
JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq. ENV

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 20, 2018 (the "Effective Date"), by and between William Becker, Trustee of the William Becker Revocable Living Trust ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Sangamon County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Sangamon County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Sangamon County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: William Becker trustee
Name: William Becker, Trustee of the William Becker Revocable Living Trust

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of December, 2018, by William Becker, Trustee of the William Becker Revocable Living Trust.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of January, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Sangamon, and State of Illinois, to-wit:

The South half of the Southwest Quarter of Section Five (5), Township Fourteen (14) North, Range Seven (7) West of the Third Principal Meridian, Sangamon County, Illinois.

Tax Parcel Reference: 27050300006 (80 acres; farmland)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625268
Receipt #: 18144323
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:07 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 21, 2018 (the "Effective Date"), by and between Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Living Trust; and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Living Trust (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

7

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Jerome A Johnson Trustee
Name: Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Living Trust

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 21st day of December, 2018 by Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Living Trust.

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

[SEAL]

By: Cynthia A Johnson Trustee
Name: Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Living Trust

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 21st day of December, 2018 by Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Living Trust.

"OFFICIAL SEAL"
RYAN D. BYERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES Mar. 20, 2020

Printed Name: Ryan Byers
Notary Public in and for the State of IL
My Commission Expires: 3/20/20

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of January 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1

Part of the Southwest quarter of Section Eleven (11) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, in Morgan County, Illinois, being more particularly bounded and described as follows:

Commencing at an iron pin at the Northwest corner of the Southwest quarter of said Section 11; thence South 0°7'49" West, 2,661.96 feet to a stone at the Southwest corner of said Section 11; thence North 89°34'54" East, 1,548 feet; thence North 0°6'1" East, 1,988.19 feet; thence South 89°44'13" West 1,532 feet, more or less, to an iron pin; thence North 0°7'49" West, 665.47 feet, more or less, to an iron pin; thence South 89°47'19" West 16.50 feet to the point of beginning;

EXCEPT THE FOLLOWING DESCRIBED TRACT:

Commencing at an iron pin at the Northwest corner of the Southwest quarter of said Section 11 as shown on the PLAT OF SURVEY, TRACT 5 prepared by JOHN W. GARRISON, JR., RLS No. 1564, dated December 29, 1994, and recorded January 5, 1995, as Document #444291 in the Office of the Recorder of Morgan County, Illinois; thence North 89°47'19" East 16.50 feet to an iron pin; thence South 00°07'49" East 665.47 feet to an iron pin; thence North 89°44'13" East 560 feet to the true point of beginning;

From the true point of beginning, thence South 00°07'49' East 195 feet; thence North 89°44'13" East 402 feet; thence North 00°07'49' West 195 feet; thence South 89°44'13" West 402 feet to the true point of beginning.

ALSO EXCEPT THE FOLLOWING:

The West 16.50 feet of the North 665.47 feet of the Northwest quarter of the Southwest quarter of Section 11, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2

The West Half of the East Half of the Southwest Quarter of Section Eight (8) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 3

A strip of land Four Hundred and Eight (408) feet of even width off of the West side of the West half of the Southwest quarter of Section Twenty-seven (27) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 4

The East half of the East half of the Southwest quarter of Section Eight (8) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 5

The Northeast quarter of the Northeast quarter of Section Eighteen (18) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 6

The Northwest quarter of the Northeast quarter of Section 17, Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 7

The East half of the East half of the Southwest quarter of Section Nine (9) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 8

The West half of the Southwest quarter of Section 27 in Township 14 North and Range 10 West of the Third Principal Meridian, except the following:

(1) Beginning 442 feet East of the Northwest corner thereof, thence South 350 feet, thence East 495 feet, thence North 350 feet to the North line of the Southwest quarter of said Section 27, thence West along said North line 495 feet to the point of beginning;

(2) A strip of land 408 feet of even width off of the West side thereof heretofore conveyed to Marjorie Burnett;

(3) 10 acres off of the East side thereof;

Tract 9

Ten (10) acres off of the East side of the West half of the Southwest quarter of Section 27, in Township 14 North and Range 10 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 10

The Southeast quarter of the Northeast quarter of Section 18 in Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625269
Receipt #: 18144323
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:08 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 20, 2018 (the "Effective Date"), by and between John Presley Ransdell, a single ~~married~~ person; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, dated January 25, 2008; and Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, dated March 28, 2011 (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and

conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: John Presley Ransdell

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 20 day of Dec., 2018 by John Presley Ransdell.

Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-21

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

Spouse's Signature (if applicable)*

By: _____
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSOR"

By: _____
Name: Edwin Allen Holt, Trustee of the Holt/Ransdell January 2008 Living Trust, dated January 25, 2008

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov., 2018 by Edwin Allen Holt, Trustee of the Holt/Ransdell January 2008 Living Trust, dated January 25, 2008.

_____
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-2021

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

By: _____ Jr.
Name: Elise Ann Ransdell, Trustee of the Holt/Ransdell January 2008 Living Trust, dated January 25, 2008

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov, 2018 by Elise Ann Ransdell, Trustee of the Holt/Ransdell January 2008 Living Trust, dated January 25, 2008.

_____
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-2021

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

"LESSOR"

By: _____
Name: Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, dated March 28, 2011

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 20 day of Dec, 2018 by Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, dated March 28, 2011.

_____
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-21

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of January 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Northeast Quarter of the Northeast Quarter of Section 22, and the Northwest Quarter of the Northwest Quarter of Section 23, all in Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

EXCEPT that part described as follows:

Beginning at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 22, thence N88°47'19"E, 1307.98 feet to the Northwest Corner of Section 23; thence N88°30'12"E, 1318.03 feet to the Northeast Corner of the Northwest Quarter of the Northwest Quarter of Section 23; thence S0°32'07"E on the East Line of said Quarter Quarter, 105.16 feet; thence S88°38'44"W, 2626.68 feet to the West Line of the Northeast Quarter, Northeast Quarter of Section 22, thence N0°10'05"W on said West Line, 105.16 feet to the point of beginning, containing 6.240 acres more or less.

All as more fully shown by the Plat of Survey of John L. Raynolds, Jr., professional land surveyor, done in the month of June, 2016.

AND

A portion of the Northeast Quarter of the Northeast Quarter of Section 22, and the Northwest Quarter of the Northwest Quarter of Section 23, all in Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois:

Beginning at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 22, thence N88°47'19" E, 1307.98 feet to the Northwest Corner of Section 23; thence N88°30'12" E, 1318.03 feet to the Northeast Corner of the Northwest Quarter of the Northwest Quarter of Section 23; thence S0°32'07" E on the East Line of said Quarter Quarter, 105.16 feet; thence S88°39'44" W, 2626.68 feet to the West Line of the Northeast Quarter, Northeast Quarter of Section 22, Thence N0°10'05" W on said West Line, 105.16 feet to the point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625270
Receipt #: 18144323
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:09 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 20, 2018 (the "Effective Date"), by and between Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011 ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 20 day of Dec., 2018 by Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011.

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

_____
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-21

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of January 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

> The East Half of the Southwest Quarter of Section Twenty-two (22); all that part of the West Half of the Southeast Quarter of Section Twenty-two (22) lying North of the right of way of the Chicago & Alton Railroad Company, except that part thereof used as a right of way by the Chicago, Burlington & Quincy Railroad Company; all in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, except that part conveyed by Warranty Deed dated February 28, 1994, and recorded April 8, 1994, as Document No. 437804, from John P. Ransdell and Sandra D. Ransdell to the People of the State of Illinois. Subject to all public and private roads and easements.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625271
Receipt #: 18144323
Pages Recorded: 8
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:10 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 20, 2018 (the "Effective Date"), by and between Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008; John P. Ransdell, Trustee of the "John P. Ransdell Living Trust," dated December 11, 2001; and Sandra D. Ransdell, Trustee of the "Sandra D. Ransdell Living Trust," dated December 11, 2001 (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 20 day of Dec., 2018 by Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011.

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

_____
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-21

[SEAL]

"LESSOR"

By: Elise A. Ransdell Tr.
Name: Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov, 2018 by Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust.

Hope K. Quarles
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-2020

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

By: Elise Ann Ransdell Tr.
Name: Elise Ann Ransdell, Trustee of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov, 2018 by Elise Ann Ransdell, Trustee of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008.

Hope K. Quarles
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-2020

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

"LESSOR"

By: _____
Name: Edwin Allen Holt, Trustee of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov, 2018 by Edwin Allen Holt, Trustee of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008.

Hope K. Quarles
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-2021

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

"LESSOR"

By: _____
Name: John P. Ransdell, Trustee of the "John P. Ransdell Living Trust," dated December 11, 2001

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov, 2018 by John P. Ransdell, Trustee of the "John P. Ransdell Living Trust," dated December 11, 2001.

_____
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-2021

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

By: _____
Name: Sandra D. Ransdell, Trustee of the "Sandra D. Ransdell Living Trust," dated December 11, 2001

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov, 2018 by Sandra D. Ransdell, Trustee of the "Sandra D. Ransdell Living Trust," dated December 11, 2001.

_____
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-2021

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of January 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East Half of the Northeast Quarter of Section Thirty-two (32), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT the following: Beginning at the Southeast corner of said East Half; thence North 90°00'00" West along the South line of said East Half a distance of 171.00 feet; thence North 07°09'22" East 364.00 feet; thence North 89°29'22" East 125.7 feet, more or less, to a point on the East line of said East Half; thence South along said East line 362.3 feet, more or less, to the Point of Beginning. Subject to roadways as now located. Said parcel containing 78.77 acres, more or less. Together with an ingress-egress easement on: Part of the Northeast Quarter of Section Thirty-two (32), and also part of the Northwest Quarter of Section Thirty-three (33), all in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, being more particularly described as follows: A strip of ground 15 feet in width, the centerline of which is described as follows: Commencing at the Southwest corner of the Northwest Quarter of said Section 33, thence North 89°48'36" East along the South line of said Northwest Quarter a distance of 74.37 feet to a point, said point being the true point of beginning, thence North 02°32'25" East a distance of 145.88 feet, thence North 25°53'58" West a distance of 124.34 feet, thence North 17°41'47" West a distance of 52.57 feet, thence North 05°20'57" West a distance of 54.65 feet to a point on the West line of the Northwest Quarter of said Section 33, said point being the terminus of the easement. Situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625272
Receipt #: 18144323 Total Fees: $60.00
Pages Recorded: 10 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:11 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 20, 2018 (the "Effective Date"), by and between Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; John P. Ransdell, Jr., a single ~~married~~ person; and Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008 ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 20 day of Dec., 2018 by Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011.

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

_____
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-21

[SEAL]

"LESSOR"

By: _____
Name: John P. Ransdell, Jr.

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 20 day of Dec, 2018 by John P. Ransdell, Jr.

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

_____
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-21

[SEAL]

Spouse's Signature (if applicable)*

By: _____
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSOR"

By: Elise Ann Ransdell Tr.
Name: Elise Ann Ransdell, Trustee of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 20 day of Dec, 2018 by Elise Ann Ransdell, Trustee of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008.

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

[SEAL]

Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-2021

By: E. A. H
Name: Edwin Allen Holt, Trustee of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 20 day of Dec., 2018 by Edwin Allen Holt, Trustee of the Holt/Ransdell January 2008 Living Trust, created by Declaration of Trust dated January 25, 2008.

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

[SEAL]

Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of January 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

All that part of the Southeast Quarter of Section Sixteen (16);

AND

All that part of the Northeast Quarter of Section Twenty-One (21) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, lying South and West of the Southerly right-of-way line of Illinois S.B.I. Route 104, EXCEPT the West 1,544 feet thereof; said tract containing 66.28 acres, more or less.

All that part of the Northwest Quarter of Section Twenty-two (22) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, lying South and West of the Westerly right-of-way of Illinois S.B.I. Route 104; said tract containing 44.02 acres, more or less.

All that part of the Northwest Quarter of Section Twenty-two (22) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, which lies North and East of the Easterly right-of-way line of Illinois S.B.I. Route 104 and South and West of the Southerly right-of-way line of the Burlington-Northern (formerly Chicago, Burlington & Quincy) Railroad, EXCEPT the following part thereof:

> Beginning at the intersection of the West line of said Northwest Quarter and the Southerly right-of-way line of said railroad; thence South a distance of 25.72 feet, more or less, to the Easterly right-of-way line of said Route 104; thence Southeasterly along said Easterly right-of-way line a distance of 769.24 feet; thence Northeasterly upon a line at right angles with said Easterly right-of-way line, a distance of 20 feet, more or less, to the Southerly right-of-way line of said railroad; thence Northwesterly along said Southerly right-of-way line to the point of beginning; said tract containing 21.2 acres, more or less.

ALSO EXCEPT THE FOLLOWING TWO PARCELS:

PARCEL A - Part of the Northwest Quarter (NW ¼) of Section 22, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Commencing at a stone at the Southwest corner of the Northwest Quarter (NW ¼) of said Section 22; thence North 89°55'14" East along the South line of said Northwest Quarter (NW ¼) a distance of 1368.48 feet to a point on the East right-of-way line of FA Route 753 (IL 104), said point being the true point of beginning; thence continuing North 89°55'14" East 10.00 feet; thence North 00°44'03" East 98.70 feet; thence Northerly along a line curving to the left a distance of 99.40 feet, said curve having a radius of 2094.93 feet and a central angle of 02°43'07"; thence North 08°58'21" West 102.68 feet to a point on the East right-of-way line of said FA Route 753 (IL 104); thence Southerly along said right-of-way line curving to the right a distance of 200.88 feet, said curve having a radius of 2084.93 feet and a central angle of 05°31'14"; thence South 00°44'03" West 98.84 feet to the true point of beginning. Said parcel containing 0.056 acres, more or less.

AND

PARCEL B - Part of the Northwest Quarter (NW ¼) of Section 22, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Commencing at a stone at the Southwest corner of the Northwest Quarter (NW ¼) of said Section 22; thence North 89°55'14" East along the South line of said Northwest Quarter (NW ¼) a distance of 1278.47 feet to the true point of beginning; thence continuing North 89°55'14" East 10.00 feet to a point on the West right-of-way line of FA Route 753 (IL 104); thence North 00°44'03" East along said right-of-way line 99.98 feet; thence Northerly along said right-of-way line curving to the left a distance of 291.22 feet, said curve having a radius of 2004.93 feet and a central angle of 08°19'20"; thence South 00°20'59" East 98.29 feet; thence Southerly along a line curving to the right a distance of 192.22 feet, said curve having a radius of 1994.93 feet and a central angle of 05°31'14"; thence South 00°44'03" West 100.12 feet to the true point of beginning. Said parcel containing 0.079 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625273
Receipt #: 18144323 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:12 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 20, 2018 (the "Effective Date"), by and between Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011; John P. Ransdell, Jr., a ~~single~~ married person; and Edwin Allen Holt and Elise Ann Ransdell, Trustees of the Holt/Ransdell January 2008 Living Trust ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 20 day of Dec, 2018 by Diane R. Ransdell, Trustee of the Diane R. Ransdell Revocable Trust, created by Declaration of Trust dated March 28, 2011.

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

_____
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-21

[SEAL]

"LESSOR"

By: _____
Name: John P. Ransdell, Jr.

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 20 day of Dec., 20 18 by John P. Ransdell, Jr..

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

[SEAL]

Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-21

Spouse's Signature (if applicable)*

By: N/A
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSOR"

By: _____
Name: Edwin Allen Holt, Trustee of the Holt/Ransdell January 2008 Living Trust

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov., 2018 by Edwin Allen Holt, Trustee of the Holt/Ransdell January 2008 Living Trust.

Hope K. Quarles
Printed Name: Hope K. Quarles
Notary Public in and for the State of Illinois
My Commission Expires: 10-13-2021

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

By: Elise Ann Ransdell Tr.
Name: Elise Ann Ransdell, Trustee of the Holt/Ransdell January 2008 Living Trust

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov., 2018 by Elise Ann Ransdell, Trustee of the Holt/Ransdell January 2008 Living Trust.

Hope K. Quarles
Printed Name: Hope K. Quarles
Notary Public in and for the State of Illinois
My Commission Expires: 10-13-2021

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of January 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East Half of the East Half of the Northeast Quarter of Section Sixteen (16) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; also known as Lots One (1) and Eight (8) in School Commissioner's Subdivision of said Section Sixteen (16).

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625274
Receipt #: 18144323
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:13 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 27, 2018 (the "Effective Date"), by and between Patricia A. McCarthy, Trustee of the Kevin L. McCarthy Testamentary Trust established under the Last Will and Testament of Kevin L. McCarthy dated September 27, 2001 ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Patricia A. McCarthy
Name: Patricia A. McCarthy, Trustee of the Kevin L. McCarthy Testamentary Trust established under the Last Will and Testament of Kevin L. McCarthy dated September 27, 2001

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Dec, 2018 by Patricia A. McCarthy, Trustee of the Kevin L. McCarthy Testamentary Trust established under the Last Will and Testament of Kevin L. McCarthy dated September 27, 2001.

Hope K. Quarles
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-21

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of January 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East Half (E½) of the West Half (W½) of the Northwest Quarter (NW¼) of Section Fourteen (14), the East Half (E½) of the Northwest Quarter (NW¼) of Section Fourteen (14), and part of the West Half (W½) of the Northeast Quarter (NE¼) of Section Fourteen (14), all in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, and being more particularly bounded and described, as follows, to-wit: Beginning at an iron pin at the Center of said Section Fourteen (14); thence South 89° 13' 0" West, One thousand nine hundred sixty-seven and ninety-two hundredths (1,967.92) feet to an iron pin; thence North 0° 9' 22" West, Two thousand six hundred sixty-six and eighty-seven hundredths (2,666.87) feet to an iron pin; thence North 89° 34' 54" East, One thousand nine hundred eighty-seven and thirty hundredths (1,987.30) feet to the North Quarter (N¼) Corner of said Section Fourteen (14); thence North 89° 35' 31" East, One thousand two hundred seventy-three and forty-eight hundredths (1,273.48) feet to an iron pin which is Seventeen and ninety-nine hundredths (17.99) feet West of the East line of the West Half (W½) of the Northeast Quarter (NE¼) of said Section Fourteen (14); thence South 0° 0' 12" East, Two thousand six hundred forty-seven and ninety-two hundredths (2,647.92) feet to an iron pin which is Twenty-three and ninety-eight (23.98) feet West of the East line of the West Half (W½) of the Northeast Quarter (NE¼) of said Section Fourteen (14); thence South 89° 18' 15" West, One thousand two hundred eighty-five and ninety-four (1,285.94) feet to the point of beginning, containing 196.78 acres, more or less, subject to easements of record and public road right-of-ways, including a dedication for public roadway purposes filed in Morgan County Recorder's Office in Book 201 of Deeds at page 235, all as shown on Plat of Survey dated April 2, 1995, and made by John W. Garrison, Jr., registered Professional Land Surveyor No. 1564, State of Illinois, and filed in the Morgan County Recorder's Office on September 12, 1995, as Document No. 449807, to which reference is made for greater certainty; all situated in the county of Morgan in the State of Illinois;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625275
Receipt #: 18144323 Total Fees: $60.00
Pages Recorded: 9 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:14 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 7, 2018 (the "Effective Date"), by and between Marjorie A. Breckon, a single person, Individually and as Life Estate Tenant; Mary Ann Marcin, a ~~single /~~ married person; Angela DeVore, a single ~~/ married~~ person; Sherrie DeVore-Benitez, a ~~single /~~ married person; and Jeffrey Paul DeVore, a single ~~/ married~~ person, Remaindermen (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Marjorie A. Breckon
Name: Marjorie A. Breckon

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 23 day of July, 2018 by Marjorie A. Breckon.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSOR"

By: _____
Name: Mary Ann Marcin

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 1 day of September, 2018 by Mary Ann Marcin.

"OFFICIAL SEAL"
SHANIECE D M HOWELL
Notary Public, State of Illinois
My Commission Expires Jan. 03, 2022

[SEAL]

Shaniece D M Howell
Printed Name: Shaniece D M Howell
Notary Public in and for the State of Illinois
My Commission Expires: Jan. 03, 2022

Spouse's Signature (if applicable)*

By: _____
Name: Edward Marcin

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 1 day of September, 2018 by Edward Marcin, spouse.

"OFFICIAL SEAL"
SHANIECE D M HOWELL
Notary Public, State of Illinois
My Commission Expires Jan. 03, 2022

[SEAL]

Shaniece D M Howell
Printed Name: Shaniece D M Howell
Notary Public in and for the State of Illinois
My Commission Expires: Jan. 03, 2022

"LESSOR"

By: Angela M DeVore
Name: Angela DeVore

THE STATE OF FL §
§
COUNTY OF Manatee §

This instrument was acknowledged before me on the 4th day of December, 2019 by Angela DeVore.

Tammy M. Johnson
Printed Name: Tammy M. Johnson
Notary Public in and for the State of FL
My Commission Expires: 10/15/22

[SEAL]

TAMMY M JOHNSON
Notary Public - State of Florida
Commission # GG 267427
My Comm. Expires Oct 15, 2022
Bonded through National Notary Assn.

Spouse's Signature (if applicable)*

By: _____
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSOR"

By: _____
Name: Sherri DeVore-Benitez

THE STATE OF Illinois §
§
COUNTY OF DuPage §

This instrument was acknowledged before me on the 4 day of December, 2018 by Sherri DeVore-Benitez.

Printed Name: Jolie A.K. Fredette
Notary Public in and for the State of Illinois
My Commission Expires: 7/16/2019

[SEAL] OFFICIAL SEAL
JOLIE A K FREDETTE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires July 16, 2019

Spouse's Signature (if applicable)*

By: _____
Name: SALVADOR M. BENITEZ

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Cook §

This instrument was acknowledged before me on the 7 day of December, 2018 by Salvador M. Benitez, spouse.

Printed Name: Amy K. Leuenberger
Notary Public in and for the State of IL
My Commission Expires: 2-15-2020

[SEAL] "OFFICIAL SEAL"
AMY K. LEUENBERGER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02-15-2020

"LESSOR"

By: Jeffrey DeVore
Name: Jeffrey Paul DeVore

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 1 day of September, 2018 by Jeffrey Paul DeVore.

"OFFICIAL SEAL"
SHANIECE D M HOWELL
Notary Public, State of Illinois
My Commission Expires Jan. 03, 2022

Shaniece D M Howell
Printed Name: Shaniece D. M Howell
Notary Public in and for the State of Illinois
My Commission Expires: Jan. 03, 2022

[SEAL]

Spouse's Signature (if applicable)*

By: _____
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of January 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West Half of the East Half of the Northeast Quarter of Section Sixteen (16); the West Half of the Northeast Quarter of Section Sixteen (16); that part of the West Half of the Southeast Quarter of Section Sixteen (16) lying North of the right of way of the Chicago, Burlington and Quincy Railroad Company; that part of the Northeast Quarter of the Southwest Quarter of Section Sixteen (16) lying North and East of the right of way of said Railroad Company; and that part of the Southeast Quarter of the Northwest Quarter of Section Sixteen (16) lying North and East of the right of way of the Chicago, Burlington and Quincy Railroad Company, except 18 acres off the North end thereof, All in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625276
Receipt #: 18144323
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:20:15 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 20, 2018 (the "Effective Date"), by and between Michael R. Johnson Sr., Bruce Johnson, and William Johnson, Independent Executors of the Estate of Donald R. Johnson ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

7

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Michael R. Johnson Sr.
Name: Michael R. Johnson Sr., Independent Executor of the Estate of Donald R. Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 19 day of December, 2018, by Michael R. Johnson Sr., Independent Executor of the Estate of Donald R. Johnson.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSOR"

By: _____
Name: Bruce Johnson, Independent Executor of the Estate of Donald R. Johnson

THE STATE OF Florida §
§
COUNTY OF Osceola §

This instrument was acknowledged before me on the 19 day of December, 2018, by Bruce Johnson, Independent Executor of the Estate of Donald R. Johnson.

Susan P Edder
Printed Name: Susan P Edder
Notary Public in and for the State of Florida
My Commission Expires: April 5, 2019

[SEAL]

SUSAN P EDDER
Notary Public - State of Florida
Commission # FF 217371
My Comm. Expires Apr 5, 2019
Bonded through National Notary Assn.

"LESSOR"

By: _____
Name: William Johnson, Independent Executor of the Estate of Donald R. Johnson

THE STATE OF GA §
§
COUNTY OF Forsyth §

This instrument was acknowledged before me on the 20 day of December, 2018 by William Johnson, Independent Executor of the Estate of Donald R. Johnson.

_____
Printed Name: NILAM DESAI
Notary Public in and for the State of GA
My Commission Expires: Nov. 20, 2021

[SEAL]

NILAM DESAI
COM. EXP.
NOTARY
PUBLIC
Nov. 20, 2021
GWINNETT COUNTY, GEORGIA

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of January, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the West half (W½) of the Southeast quarter (SE¼) of Section Nine (9), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Northeast corner of said Southeast quarter of Section 9; thence South 89°35'43" West along the North line of said Southeast quarter of Section 9, a distance of 1,324.22 feet to the Northeast corner of said West half of the Southeast quarter of Section 9, said point also being the point of beginning of the following description: thence South 00°40'45" East along the East line of said West half of the Southeast quarter of Section 9, a distance of 320.00 feet; thence South 89°35'43" West, parallel with said North line of the Southeast quarter of Section 9, a distance of 542.00 feet; thence North 00°40'45" West, parallel with said East line of the West half of the Southeast quarter of Section 9, a distance of 100.00 feet; thence North 89°35'43" East, parallel with said North line of the Southeast quarter of Section 9, a distance of 290.00 feet; thence North 00°40'45" West, parallel with said East line of the West half of the Southeast quarter of Section 9, a distance of 220.00 feet to said North line of the Southeast quarter of Section 9; thence North 89°35'43" East along said North line of the Southeast quarter of Section 9, a distance of 252.00 feet to the point of beginning, containing 2.517 acres, (109,640 square feet), more or less, all being situated in the County of Morgan and State of Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625257
Receipt #: 18144323
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:19:56 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of January 10, 2019 (the "Effective Date"), by and between Douglas Ringer, ~~a single~~ married person, and Douglas Ringer as Executor Under Independent Administration under the Last Will and Testament of Carl Ringer ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Douglas Ringer
Name: Douglas Ringer, individually and as Executor Under Independent Administration under the Last Will and Testament of Carl Ringer

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 10 day of January, 2019, by Douglas Ringer.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019
[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

Spouse's Signature (if applicable)*

By: Victoria Ringer
Name: VICTORIA RINGER

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 10 day of January, 2019, by Victoria Ringer, spouse.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 17th day of January, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

THe Northeast quarter of Section Nine (9) in Township Fifteen (15) NOrth and Range Eight (8) West of the Third Principal Meridian. Situated in MOrgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625258
Receipt #: 18144323
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:19:57 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of January 3, 2019 (the "Effective Date"), by and between Delbert E. Rahe, Trustee of the Delbert E. Rahe Trust No. 04-08 ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Delbert E Rahe
Name: Delbert E. Rahe, Trustee of the Delbert E. Rahe Trust No. 04-08

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3 day of January, 2019 by Delbert E. Rahe, Trustee of the Delbert E. Rahe Trust No. 04-08.

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: 6/22/19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 17th day of January 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

A tract of land lying in and being a part of fractional Section Five (5), fractional Section Six (6) and fractional Section Seven (7) and part of Section Eight (8), all in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, and being more fully described as follows: Beginning at a point marking the Southeast corner of the Northeast quarter of the aforementioned fractional Section 7, said point also being the Southwest corner of the Northwest quarter of the aforementioned Section 8; Thence North 89°45'22" West along the South line of the Northeast quarter of said fractional Section 7 a distance of 988.16 feet; thence North 01°34'16" West 3,226.65 feet; thence South 89°45'22" East 1,377.97 feet; thence South 00°00' West 3,225.06 feet to a point on the South line of the Northwest quarter of the aforementioned Section 8; thence North 89°36'43" West along said South line 301.34 feet to the point of beginning, containing 98.745 acres, more or less; with the above described being subject to that portion now being used for public road purposes (County Route #3). AND ALSO, being subject to an access easement being the East 12.50 feet of the above described tract, AND ALSO, along with the right of ingress over and across a 12.50 foot wide strip of land, being the 12.50 feet adjacent to and along the entire East side of the above described tract.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625259
Receipt #: 18144323
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/25/2019 1:19:58 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of January 11, 2019 (the "Effective Date"), by and between William M. Zellman, Successor Trustee of the William L. Zellman Family Trust created under Article 3 of the William L. Zellman 1997 Trust, dated October 31, 1997; Robert L. Bieber, a ~~single /~~ married person; and Barbara A. Zellman, Trustee of the Barbara A. Zellman 1997 Trust dated October 31, 1997 (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: William M. Zellman, Successor Trustee of the William L. Zellman Family Trust created under Article 3 of the William L. Zellman 1997 Trust, dated October 31, 1997

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 4 day of January, 2019 by William M. Zellman, Successor Trustee of the William L. Zellman Family Trust created under Article 3 of the William L. Zellman 1997 Trust, dated October 31, 1997.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of IL
My Commission Expires: 12/19/2021

[SEAL]

"LESSOR"

By: Robert L Bieber
Name: Robert L. Bieber

THE STATE OF Illinois §
§
COUNTY OF DeWitt §

This instrument was acknowledged before me on the 11th day of January, 2019 by Robert L. Bieber.

Emily Christine Bryant
Printed Name: Emily Christine Bryant
Notary Public in and for the State of Illinois
My Commission Expires: 10-12-2021

"OFFICIAL SEAL"
EMILY CHRISTINE BRYANT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-12-2021
[SEAL]

Spouse's Signature (if applicable)*

By: Becky L Bieber
Name: Becky L. Bieber

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF DeWitt §

This instrument was acknowledged before me on the 11th day of January, 2019 by Becky Bieber, spouse.

Emily Christine Bryant
Printed Name: Emily Christine Bryant
Notary Public in and for the State of Illinois
My Commission Expires: 10-12-2021

[SEAL]
"OFFICIAL SEAL"
EMILY CHRISTINE BRYANT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-12-2021

"LESSOR"

By: Barbara A. Zellman
Name: Barbara A. Zellman, Trustee of the Barbara A. Zellman 1997 Trust dated October 31, 1997

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 4 day of January, 2019 by Barbara A. Zellman, Trustee of the Barbara A. Zellman 1997 Trust dated October 31, 1997.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of IL
My Commission Expires: 12/19/2021

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 18th day of January 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract I: Sixty (60) acres off the North end of the East Half of the Northeast Quarter of Section Nine (9); Thirty (30) acres off the North end of the East Half of the West Half of the Northeast Quarter of Section Nine (9); Forty-five (45) acres off of the East side of sixty (60) acres off of the North end of the East Half of the Southwest Quarter of Section Four (4); the Northwest Quarter of the Southeast Quarter of Section Four (4); Twenty (20) acres off the North end of the Southwest Quarter of the Southeast Quarter of Section Four (4), except two and one-half (2 ½) acres off the North end of five (5) acres off the East side of said quarter quarter section; two and one-half (2 ½) acres off of the East side of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section Four (4) and seven and one-half (7 ½) acres off of the West end of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section Four (4); Two and one-half (2 ½) acres off of the West side of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section Four (4); Fifteen (15) feet off of the West side of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section Four (4); all in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian in Morgan County, Illinois, except that portion of said Section Four (4) conveyed by deed recorded in Deed Record 208 at Page 365 in the Recorder's Office of Morgan County, Illinois.

Tract II: The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section Four (4) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, except a strip 15 feet wide off of the West side thereof.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625964
Receipt #: 18145474 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:18 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of January 24, 2019 (the "Effective Date"), by and between Shirley F. Johnson, a single person, Land Contract Seller; and Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013, and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013, Land Contract Buyer (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

6

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Shirley F. Johnson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 24 day of January, 2019, by Shirley F. Johnson.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

"LESSOR"

By: Jerome A Johnson Trustee
Name: Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 24 day of January, 20 19, by Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

By: Cynthia A Johnson Trustee
Name: Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 24 day of January, 20 19, by Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 30th day of January, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

_____
Notary Public, Commonwealth of Virginia

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The West half of the East half of the Southwest quarter of Section 9 in Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626725
Receipt #: 18146581 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 6/6/2019 10:15:14 AM

RETURN TO

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~200~~ 3; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of January 26, 2019 (the "Effective Date"), by and between S & J Chism Farms, LLC, an Illinois limited liability company ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to five (5) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

S & J Chism Farms, LLC, an Illinois limited liability company

By: _____
Name: Steven D. Chism
Title: Manager

THE STATE OF Illinois §
§
COUNTY OF Madison §

This instrument was acknowledged before me on the 26th day of January, 2019, by Steven D. Chism, as Manager for S & J Chism Farms, LLC, an Illinois limited liability company.

_____
Printed Name: Dianne Devening
Notary Public in and for the State of Illinois
My Commission Expires: 12-27-22

[SEAL]

"OFFICIAL SEAL"
DIANNE DEVENING
NOTARY PUBLIC — STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 27, 2022

By: _____
Name: Jess S. Chism
Title: Manager

THE STATE OF Illinois §
§
COUNTY OF Madison §

This instrument was acknowledged before me on the 26th day of January, 2019, by Jess S. Chism, as Manager for S & J Chism Farms, LLC, an Illinois limited liability company.

_____
Printed Name: Dianne Devening
Notary Public in and for the State of Illinois
My Commission Expires: 12-27-22

[SEAL]

"OFFICIAL SEAL"
DIANNE DEVENING
NOTARY PUBLIC — STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 27, 2022

"LESSOR"

S & J Chism Farms, LLC, an Illinois limited liability company

By: _____
Name: Kenneth E. Loy
Title: Manager

THE STATE OF Illinois §
§
COUNTY OF Madison §

This instrument was acknowledged before me on the 26th day of January, 2019, by Kenneth E. Loy, as Manager for S & J Chism Farms, LLC, an Illinois limited liability company.

_____
Printed Name: Dianne Devening
Notary Public in and for the State of Illinois
My Commission Expires: 12-27-22

[SEAL]

"OFFICIAL SEAL"
DIANNE DEVENING
NOTARY PUBLIC — STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 27, 2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 25th day of January, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

ANN LEIGH WATTS
Notary Public - Reg. # 7615616
Commonwealth of Virginia
My Commission Expires Mar. 31, 2022

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The West half of the Northwest quarter of Section Twenty (20), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2:

The Southwest quarter of the Southwest quarter and the North half of the Southwest quarter of Section Twenty (20), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT for:

> **A part of the Southwest quarter of Section 20, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Northwest corner of the Southwest quarter of said Section 20; thence South 00 degrees 08 minutes 00 seconds East (bearings are based on the Illinois State Plane Coordinate System NAD-83 (Cors 96) Illinois West Zone) 1109.30 feet along the West line of the Southwest quarter of said Section 20 to the point of beginning; thence North 88 degrees 54 minutes 10 seconds East 29.42 feet to an iron rod on the Easterly right-of-way line of Darley Road; thence continuing North 88 degrees 54 minutes 10 seconds East 410.00 feet to an iron rod; thence South 00 degrees 21 minutes 21 seconds East 251.00 feet to an iron rod; thence South 88 degrees 54 minutes 10 seconds West 410.00 feet to an iron rod on said Easterly right-of-way line; thence continuing South 88 degrees 54 minutes 10 seconds West 30.40 feet to the West line of the Southwest quarter of said Section 20; thence North 00 degrees 08 minutes 00 seconds West 251.00 feet to the point of beginning.**

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626726
Receipt #: 18146581 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 6/6/2019 10:15:15 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~200~~ 3; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of January 26, 2019 (the "Effective Date"), by and between Chism & Loy Farms, LLC, an Illinois limited liability company ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to five (5) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Chism & Loy Farms, LLC, an Illinois limited liability company

By: _____
Name: Steven D. Chism
Title: Manager

THE STATE OF Illinois §
§
COUNTY OF Madison §

This instrument was acknowledged before me on the 26th day of January, 2019, by Steven D. Chism, as Manager for Chism & Loy Farms, LLC, an Illinois limited liability company.

"OFFICIAL SEAL"
DIANNE DEVENING
NOTARY PUBLIC — STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 27, 2022

[SEAL]

_____
Printed Name: Dianne Devening
Notary Public in and for the State of Illinois
My Commission Expires: 12-27-22

By: _____
Name: Kenneth W. Chism
Title: Manager

THE STATE OF Illinois §
§
COUNTY OF Madison §

This instrument was acknowledged before me on the 26th day of January, 2019, by Kenneth W. Chism, as Manager for Chism & Loy Farms, LLC, an Illinois limited liability company.

"OFFICIAL SEAL"
DIANNE DEVENING
NOTARY PUBLIC — STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 27, 2022

[SEAL]

_____
Printed Name: Dianne Devening
Notary Public in and for the State of Illinois
My Commission Expires: 12-27-22

"LESSOR"

Chism & Loy Farms, LLC, an Illinois limited liability company

By: _____
Name: Kenneth E. Loy
Title: Manager

THE STATE OF Illinois §
§
COUNTY OF Madison §

This instrument was acknowledged before me on the 26th day of January, 2019, by Kenneth E. Loy, as Manager for Chism & Loy Farms, LLC, an Illinois limited liability company.

"OFFICIAL SEAL"
DIANNE DEVENING
NOTARY PUBLIC — STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 27, 2022

_____
Printed Name: Dianne Devening
Notary Public in and for the State of Illinois
My Commission Expires: 12-27-22

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 25th day of January, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

ANN LEIGH WATTS
Notary Public - Reg. # 7615616
Commonwealth of Virginia
My Commission Expires Mar. 31, 2022

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-3

The South half of the Southwest Quarter of the Southeast Quarter of Section Fifteen (15), the Northeast Quarter of the Northwest Quarter of Section Twenty-two (22), the Northwest Quarter of the Northeast Quarter of Section Twenty-two (22), all in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 3

The East half (E½) of the Northeast quarter (NE) of Section Twenty-six (26) in Township Thirteen (13) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 4

The East half of the Southeast quarter of Section Thirty-four (34); the Northwest quarter of the Southeast quarter of Section Thirty-four (34); All located in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 5-6

The Southeast quarter (SE¼) of the Southwest quarter (SW¼) of Section Thirteen (13), EXCEPT Two (2) acres bounded and described as follows, to-wit: Beginning at the Northwest corner of said quarter quarter section, running thence South Thirty (30) rods and Thirteen (13) feet, thence East Ten (10) rods and Six and one-half (6½) feet, thence North Thirty (30) rods and Thirteen (13) feet and thence West Ten (10) rods and Six and one-half (6½) feet to the place of beginning; and
The Northeast quarter (NE¼) of the Northeast quarter (NE¼) of Section Twenty-four (24); and All that part of the following described real estate lying North of the G.M.&O. Railroad (formerly known as the Chicago and Alton Railroad): The East half (E½) of the Northwest quarter (NW¼) and the West half (W½) of the Northeast quarter (NE¼) of Section Twenty-four (24);
All of the above in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 7-8

The West half of the Northwest quarter of Section One (1) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, situated in Morgan County, Illinois, EXCEPT a part of the Northwest quarter of Section One (1), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at an existing steel stake located at a point, which point is described as being 891 feet, more or less, North and 400 feet, more or less, East of the Southwest corner of the Northwest quarter of Section 1, thence South 362 feet, more or less, to an existing steel stake, thence West 254 feet, more or less, to an existing steel stake, thence South to the center of the public road running East and West along the South line of the Northwest quarter of said Section 1; thence West along the center of said public road to the center of the public road running North and South along the West side of the Northwest quarter of said Section 1; thence North along the center of said public road running North and South along the West side of the Northwest quarter of said Section 1

to a point due West of the point of beginning and thence East to the point of beginning.

AND,

The East half of the Northwest quarter of Section One (1) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625966
Receipt #: 18145474
Pages Recorded: 9
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:20 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 7, 2019 (the "Effective Date"), by and between Richard C. Lovekamp, Trustee under Trust Agreement of Richard C. Lovekamp, dated 11th day of July, 2000; and Marilyn G. Lovekamp, Trustee under Trust Agreement of Marilyn G. Lovekamp, dated the 11th day of July, 2000 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

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merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Richard C. Lovekamp, Trustee under Trust Agreement of Richard C. Lovekamp, dated 11th day of July, 2000

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 7 day of February, 2019, by Richard C. Lovekamp, Trustee under Trust Agreement of Richard C. Lovekamp, dated 11th day of July, 2000.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12-19-21

By: Marilyn G. Lovekamp
Name: Marilyn G. Lovekamp, Trustee under Trust Agreement of Marilyn G. Lovekamp, dated the 11th day of July, 2000

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 7 day of February, 2019, by Marilyn G. Lovekamp, Trustee under Trust Agreement of Marilyn G. Lovekamp, dated the 11th day of July, 2000.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12-19-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 12th day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-3:

The South 160 acres of the West three-fourths (3/4) of Section Thirty-five (35) in Township Sixteen (16) North, Range Nine (9) West of the Third Principal Meridian. Subject to all public and private roads and easements and specifically subject to an easement heretofore granted Western Illinois Power Cooperative, Inc., situated in Morgan County, Illinois.

Less and Except:

Part of the Southwest Quarter of Section 35, Township 16 North, Range 9 West, of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Beginning at a stone on the Southwest corner of Section 35, Township 16 North, Range 9 West of the Third Principal Meridian; thence North 90° 0' East along the South line of Section 35 a distance of 218.5 feet; thence North 0°28' West a distance of 224.0 feet to an iron pipe; thence North 90°0' West a distance of 218.5 feet to the West line of Section 35; thence South 0°28' East a distance of 224.0 feet to the point of beginning, excepting that portion now being used for highway purposes, and subject to an easement of ingress and egress over and across the East 30 feet thereof.

Tracts 4-5:

A part of the South Half of the Fractional Section 6 and part of the North Half of the Fractional Section 7, all in Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows using assumed bearings:

Commencing at the southeast corner of the Northeast Quarter of said Section 7; thence North 89 degrees 11 minutes 04 seconds West 1028.46 feet along the centerline of a public road known as S.A. Route 3 (Old State Road); thence North 01 degrees 09 minutes 11 seconds West 924.55 feet to the Point of Beginning; thence North 89 degrees 45 minutes 22 seconds West 2367.73 feet; thence North 00 degrees 02 minutes 32 seconds West 2297.42 feet; thence South 89 degrees 33 minutes 08 seconds East 2323.40 feet; thence South 01 degrees 09 minutes 11 seconds East 2289.81 feet to the Point of Beginning, containing 123.481 acres, more or less.

Together with an ingress/egress easement described as follows:
Commencing at the southeast corner of the Northeast Quarter of said Section 7; thence North 89 degrees 11 minutes 04 seconds West 988.44 feet along the centerline of a public road known as S.A. Route 3 (Old State Road) to the Point of Beginning; thence continuing North 89 degrees 11 minutes 04 Seconds West 40.02 feet along said centerline; thence North 01 degrees 09 minutes 11 seconds West 964.55 feet; thence South 89 degrees 45 minutes 22 seconds East 40.01 feet; thence South 01 degrees 09 minutes 11 seconds East 964.95 feet to the Point of Beginning, containing 0.886 acre, more or less.

Less and Except:

A part of the North Half of the Fractional Section Seven (7), in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows using assumed bearings:

Commencing at the Southeast corner of the Northeast Quarter of said Section 7; thence North 89 degrees 11 minutes 04 seconds West 1028.46 feet along the centerline of a public road known as S.A. Route 3 (Old State Road); thence North 01 degrees 09 minutes 11 seconds West 924.55 feet; thence North 89 degrees 45 minutes 22 seconds West 1418.77 feet to the Point of Beginning; thence continuing North 89 degrees 45 minutes 22 seconds West 948.96 feet; thence North 00 degrees 02 minutes 32 seconds West 1559.99 feet; thence South 89 degrees 33 minutes 08 seconds East 943.65 feet; thence South 00 degrees 14 minutes 19 seconds East 1556.66 feet, containing 33.852 acres, more or less.

Also Except:

A part of the South Half of Fractional Section Six (6) and part of the North Half of the Fractional Section Seven (7), all in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows using assumed bearings:

Commencing at the Southeast corner of the Northeast Quarter of said Section 7; thence North 89 degrees 11 minutes 04 seconds West 1028.46 feet along the centerline of a public road known as S.A. Route 3 (Old State Road); thence North 01 degrees 09 minutes 11 seconds West 924.55 feet; thence North 89 degrees 45 minutes 22 seconds West 1418.77 feet; thence North 00 degrees 14 minutes 19 seconds West 1556.66 feet to the Point of Beginning; thence North 89 degrees 33 minutes 08 seconds West 943.65 feet; thence North 00 degrees 02 minutes 32 seconds West 737.43 feet; thence South 89 degrees 33 minutes 08 seconds East 941.12 feet; thence South 00 degrees 14 minutes 19 seconds East 737.46 feet, containing 15.953 acres, more or less.

Tract 6:

A part of the Fractional Section 7, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows using assumed bearings:

Commencing at the southeast corner of the Northeast Quarter of said Section 7; thence North 89 degrees 11 minutes 04 seconds West 1028.46 feet along the centerline of a public road known as S.A. Route 3 (Old State Road) being the south line of the Northeast Quarter of said Section 7 to the Point of Beginning; thence continuing North 89 degrees 11 minutes 04 seconds West 1040.61 feet along said centerline; thence westerly 37.13 feet along said centerline being a curve to the left, having a radius of 11459.20 feet, the chord of said curve bears North 89 degrees 16 minutes 38 seconds West 37.13 feet; thence North 00 degrees 14 minutes 33 seconds East 490.99 feet; thence South 87 degrees 27 minutes 14 seconds West 360.34 feet; thence North 00 degrees 14 minutes 19 seconds West 440.15 feet; thence South 89 degrees 45 minutes 22 seconds East 1418.77 feet; thence South 01 degrees 09 minutes 11 seconds East 924.55 feet to the Point of Beginning, containing 26.078 acres, more or less, of which 0.989 acre, more or less, is within the existing public road right of way.

Tract 7:

A part of the South Half of the Fractional Section 6 and part of the North Half of the Fractional Section 7, all in Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows using assumed bearings:

Commencing at the southeast corner of the Northeast Quarter of said Section 7; thence North 89 degrees 11 minutes 04 seconds West 988.44 feet along the centerline of a public road known as S.A. Route 3 (Old State Road) to the Point of Beginning; thence continuing North 89 degrees 11 minutes 04 seconds West 40.02 feet along said centerline; thence North 01 degrees 09 minutes 11 seconds West 3214.36 feet; thence North 89 degrees 33 minutes 08 seconds West 2323.40 feet; thence North 00 degrees 02 minutes 32 seconds West 2056.08 feet to a point on the north line of the South Half of said Section 6; thence North 89 degrees 40 minutes 12 seconds East 913.00 feet along the north line of the South Half of said Section 6; thence South 01 degrees 05 minutes 04 seconds East 1422.96 feet; thence South 89 degrees 31 minutes 09 seconds East 1412.00 feet; thence South 01 degrees 09 minutes 11 seconds East 3860.00 feet to the Point of Beginning, containing 68.000 acres, more or less.

EXCEPT the following:
A part of the South Half of the Fractional Section Six (6) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows using assumed bearings:

Commencing at the Southeast corner of the Northeast Quarter of Section 7 in Township 15 North, Range 8 West of the Third Principal Meridian; thence North 89 degrees 11 minutes 04 seconds West 1028.46 feet along the centerline of a public road known as S.A. Route 3 (Old State Road); thence North 01 degrees 09 minutes 11 seconds West 3214.36 feet; thence North 89 degrees 33 minutes 08 seconds West 1382.28 feet to the Point of Beginning; thence continuing North 89 degrees 33 minutes 08 seconds West 941.12 feet; thence North 00 degrees 02 minutes 32 seconds West 2056.08 feet to a point on the north line of the South Half of said Section 6; thence North 89 degrees 40 minutes 12 seconds East 913.00 feet along the North line of the South Half of said Section 6; thence South 01 degrees 05 minutes 04 seconds East 1422.96 feet; thence South 00 degrees 14 minutes 19 seconds East 645.99 feet to the Point of Beginning, containing 44.047 acres, more or less.

Tract 8

A part of the South Half of the Fractional Section 6 in Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows using assumed bearings:

Commencing at the southeast corner of the Northeast Quarter of said Section 7; thence North 89 degrees 11 minutes 04 seconds West 988.44 feet along the centerline of a public road known as S.A. Route 3 (Old State Road); thence North 01 degrees 09 minutes 11 seconds West 3860.00 feet to the Point of Beginning; thence North 89 degrees 31 minutes 09 seconds West 1412.00 feet; thence North 01 degrees 05 minutes 04 seconds West 57.35 feet to the centerline of a creek; thence North 73 degrees 30 minutes 37 seconds East 127.93 feet along the centerline of a creek; thence North 65 degrees 14 minutes 33 seconds East 119.76 feet along the centerline of a creek; thence North 81 degrees 43 minutes 12 seconds East 42.53 feet along the centerline of a creek; thence North 89 degrees 12 minutes 59 seconds East 117.41 feet along the centerline of a creek; thence South 88 degrees 17 minutes 01 seconds East 281.75 feet along the centerline of a creek; thence South 87 degrees 33 minutes 07 seconds East 319.49 feet along the centerline of a creek; thence South 89 degrees 04 minutes 05 seconds East 239.01 feet along the centerline of a creek; thence North 88 degrees 33 minutes 25 seconds East 179.53 feet along the centerline of a creek; thence South 01 degrees 09 minutes 11 seconds East 141.96 feet to the Point of Beginning, containing 4.429 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625967
Receipt #: 18145474
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:21 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 7, 2019 (the "Effective Date"), by and between ~~Wayne Keith Crow and~~ Patricia S. Crow, Trustee~~s~~ of the Crow May 2018 Living Trust, created by Declaration of Living Trust dated May 30, 2018 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee"). deceased

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Patricia S. Crow (deceased)
Name: Wayne Keith Crow, Trustee of the Crow May 2018 Living Trust, created by Declaration of Living Trust dated May 30, 2018

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 7 day of February, 2019, by Wayne Keith Crow, Trustee of the Crow May 2018 Living Trust, created by Declaration of Living Trust dated May 30, 2018.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-2021

[SEAL] OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

By: Patricia S. Crow
Name: Patricia S. Crow, Trustee of the Crow May 2018 Living Trust, created by Declaration of Living Trust dated May 30, 2018

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 7 day of February, 2019, by Patricia S. Crow, Trustee of the Crow May 2018 Living Trust, created by Declaration of Living Trust dated May 30, 2018.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-2021

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
[SEAL] MY COMMISSION EXPIRES 05-11-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

TRACT I:

The South half (S½) of the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section Thirty-one (31) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois and Twelve (12) acres off of the West side of Twenty-three and one-half (23½) acres off the East side of the Northeast Quarter (NE¼) of the Northeast quarter (NE¼) of Section Six (6), Township Thirteen (13) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, except one-half (½) acre in the Southeast (SE) corner of said 12 acre tract lying South and East of the public road, and further excepting the following two (2) tracts;

A. Part of the South half of the Southeast quarter of the Southeast quarter of Section 31, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at the Northeast corner of said half quarter quarter section and running thence South 100 feet, thence West 150 feet, thence North 100 feet and thence East 150 feet to the place of beginning.

B. All that portion of the South half of the Southeast quarter of the Southeast quarter of Section 31, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois contained in a strip described as follows: From a stone on the Northwest corner of Section 5, Township 13 North, Range 9 West of the Third Principal Meridian, thence West 374.6 feet, thence North 38' East 52 feet, more or less to the point of beginning, thence North 38' East 539.6 feet,

thence West 25 feet, thence South 38' West 514.5 feet, thence on a curve, curving to the left, having a radius of 160.03 feet, for a distance of 87 feet, more or less to the point of beginning as shown by a plat on file in the office of the Morgan County Recorder, Deed Book 197, page 483 excepting that portion already in use for Highway purposes.

TRACT II:

The East Half of the Southeast Quarter of the Southwest Quarter of Section 2; The East Half of the Northwest Quarter of Section 11, except that part thereof lying east of the right of way of Stewart Road. All in Township 13 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

TRACT III:

The Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter, all in Section 8 in Township 13 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625968
Receipt #: 18145474
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:22 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 7, 2019 (the "Effective Date"), by and between Charles Gordon Crow, a/k/a Charles G. Crow, a ~~single~~ / married person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

7

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Charles Gordon Crow
Name: Charles Gordon Crow, a/k/a Charles G. Crow

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 7th day of February, 2019, by Charles Gordon Crow, a/k/a Charles G. Crow.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D. Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

Spouse's Signature (if applicable)*

By: Denise Crow
Name: Denise Crow

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 7th day of February, 2019, by Denise Crow, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D. Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2:

The Southeast quarter of the Northeast quarter of Section One (1) in Township Thirteen (13) North and Range Ten (10) West of the Third Principal Meridian; and Twenty (20) acres off of the North end of Thirty (30) acres off of the West side of the Northwest quarter of the Southwest quarter of Section Six (6) in Township Thirteen (13) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

ALSO, all that part of the Southwest quarter of the Northeast quarter of Section One (1), in Township Thirteen (13) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, lying East of the centerline of Taylor Road.

Less and Except:

A part of the Southeast Quarter of the Northeast Quarter and a part of the Southwest Quarter of the Northeast Quarter of Section 1, Township 13 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois, described using bearings based on the Illinois State Plane Coordinate System NAD-83 (2011 ADJ) IL-West Zone, more particularly described as follows:

Commencing at a stone at the southeast corner of the Northeast Quarter of said Section 1; thence South 89 degrees 34 minutes 15 seconds West 1315.86 feet along the south line of the Northeast Quarter of said Section 1 to a survey spike at the southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 1; thence North 00 degrees 11 minutes 45 seconds West 749.22 feet along the west line of the Southeast Quarter of the Northeast Quarter of said Section 1 to a survey spike, said survey spike being the Point of Beginning; thence North 07 degrees 21 minutes 16 seconds West 27.05 feet; thence northerly 205.83 feet on a curve to the left, having a radius of 445.26 feet, the long chord of said curve bears North 15 degrees 17 minutes 54 seconds West, a chord distance of 204.00 feet; thence North 28 degrees 20 minutes 38 seconds West 198.38 feet; thence North 32 degrees 47 minutes 37 seconds West 63.49 feet; thence northwesterly 67.14 feet on a curve to the left, having a radius of 219.51 feet, the long chord of said curve bears North 41 degrees 45 minutes 57 seconds West, a chord distance of 66.88 feet, to a survey spike; thence

North 00 degrees 11 minutes 45 seconds West 56.51 feet to an iron rod on the north line of the Southwest Quarter of the Northeast Quarter of said Section 1; thence North 89 degrees 46 minutes 16 seconds East 228.69 feet along the north line of the Southwest Quarter of the Northeast Quarter of said Section 1 to the northeast corner thereof; thence continuing North 89 degrees 46 minutes 16 seconds East 602.46 feet along the north line of the Southeast Quarter of the Northeast Quarter of said Section 1 to an iron rod; thence South 00 degrees 11 minutes 45 seconds East 558.89 feet to an iron rod; thence South 89 degrees 46 minutes 16 seconds West 602.46 feet to the Point of Beginning, containing 8.981 acres, more or less, subject to all rights of way and easements of record.

Tract 3-4:

The Southwest Quarter of the Northeast Quarter of Section Eleven (11); Also, all that part of the Southeast Quarter of the Northwest Quarter of Section Eleven (11), located East of the right-of-way of Stewart Road;

All in Township Thirteen (13) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 5:

The South half of the Northwest quarter of Section Two (2), Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT the following Three (3) tracts:

(1) Part of the Southeast quarter of the Northwest quarter of Section Two (2) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Beginning at the Southeast corner of said quarter-quarter section, thence running North Fifteen (15) rods and Three (3) links and thence West Fourteen and one-half (14½) rods, thence South Fifteen (15) rods and Three (3) links, and thence East Fourteen and one-half (14½) rods to the place of beginning, EXCEPT a strip of ground on the South and East sides thereof now used as a public road, Morgan County, Illinois.

(2) Part of the Southeast quarter of the Northwest quarter of Section Two (2) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Beginning at a point Fifteen (15) rods and Three (3) links North of the Southeast corner of said quarter-quarter section, thence running West Fourteen and one-half (14½) rods, thence North Sixteen (16) rods and Seven (7) links, thence East Fourteen and one-half (14½) rods, thence South Three (3) rods and Seven (7) links, thence West Eleven (11) rods, thence South Ten (10) rods, thence East Eleven (11) rods, thence South Three (3) rods to the point of beginning, EXCEPT a strip of ground on the East side now used as a public road. ALSO, beginning Eighteen (18) rods and Three (3) links North of the Southeast corner of said quarter-quarter section, thence running West Eleven (11) rods, thence North Ten (10) rods, thence East Eleven (11) rods, and thence South Ten (10) rods, to the place of beginning.

(3) Part of the Northwest quarter of Section Two (2), Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at the Southwest corner of the Northwest quarter of Section Two (2), Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois; thence South 89°19'08" East (basis of bearing is the Illinois State Plane Coordinate System, NAD 83, Illinois West Zone) along the South line of said quarter section, 1,248.74 feet to the true point of beginning; thence South 89°19'08" East, 180.00 feet; thence North 00°45'21" East, 433.07 feet; thence North 34°01'59" West, 263.90 feet; thence North 89°19'08" West, 29.42 feet; thence South 00°45'21" West, 650.00 feet to the true point of beginning.

Tract 6:

The North Half of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Thirty-four (34) in Township Thirteen (13), Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, Excepting that part thereof contained within the following:

Beginning at a point 312 feet South of a stone at the Northwest (NW) corner of the Northeast Quarter (NE¼) of said Section 34; thence East 133 feet; thence South 439 feet; thence West 133 feet; thence North 439 feet to the place of beginning (said exception containing 1.3404 acres, more or less). Situated in Morgan County, Illinois.

SUBJECT to easements of record.

SUBJECT to roads and highways dedicated and as now located.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625969
Receipt #: 18145474
Pages Recorded: 11
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:23 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 25, 2019 (the "Effective Date"), by and between John W. Bellatti, a ~~single / married~~ person, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998; Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, a ~~single / married~~ person, individually and as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009; John T. Bellatti, a ~~single / married~~ person; Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti, a ~~single / married~~ person; and Elizabeth B. Allen, f/k/a Elizabeth A. Bellatti, a ~~single / married~~ person (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

11

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: John W. Bellatti, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998

THE STATE OF Hawaii §
§
COUNTY OF Hawaii §

This instrument was acknowledged before me on the 4 day of February 2019 by John W. Bellatti, individually, and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998.

MEGAN K. KAUHI NOTARY PUBLIC No. 17-604 STATE OF HAWAII

[SEAL]

N.P. _____
Printed Name: MEGAN K. KAUHI
Notary Public in and for the State of HI
My Commission Expires: JAN 07 2022

MEGAN K. KAUHI NOTARY PUBLIC No. 17-604 STATE OF HAWAII

Doc. Date: undated # Pages 9
Notary Name: Megan K. Kauhi Third Circuit
Doc. Description Lease and Easement Agreement
_____ Feb 4, 19
Notary Signature Date

Spouse's Signature (if applicable)*

By: _____
Name: See attached

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: See attached
Name: John W. Bellatti, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by John W. Bellatti, individually and as Trustee under the provisions of a certain Declaration of Revocable Trust dated November 25, 1998.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

Spouse's Signature (if applicable)*

By: Nancy N Bellatti
Name: Nancy N Bellatti

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Hawaii §
§
COUNTY OF Hawaii §

This instrument was acknowledged before me on the 25 day of February, 2019 by Nancy N. Bellatti, spouse.

Megan K Kauhi
Printed Name: MEGAN K. KAUHI
Notary Public in and for the State of Hawaii
My Commission Expires: 01/07/2022

Doc. Date: undated # Pages 4
Notary Name: Megan K. Kauhi Third Circuit
Doc. Description Memorandum

Megan K Kauhi 02/25/2019
Notary Signature Date

MEGAN K. KAUHI NOTARY PUBLIC No. 17-604 STATE OF HAWAII

MEGAN K. KAUHI NOTARY PUBLIC No. 17-604 STATE OF HAWAII

My Commission Expires: _____

[SEAL]

"LESSOR"

By: Susan Anne Green
Name: Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, individually and as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009

THE STATE OF Nevada §
§
COUNTY OF Clark §

This instrument was acknowledged before me on the 28 day of December, 20 18 by Susan Anne Green, a/k/a Susan A. Green, a/k/a Susan B. Green, individually and as Trustee of the Susan Anne Green Revocable Living Trust dated September 3, 2009.

WALTER W. SKIDMORE
Notary Public State of Nevada
No. 18-1203-1
My Appt. Exp. October 6, 2021

Walter W. Skid
Printed Name: Walter W. Skidmore
Notary Public in and for the State of Nevada
My Commission Expires: October 6, 2021

[SEAL]

Spouse's Signature (if applicable)*

By: _____
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____, spouse.

_____
Printed Name: _____

Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSOR"

By: John T. Bellatti
Name: John T. Bellatti

THE STATE OF Colorado §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 28 day of December, 2018 by John T. Bellatti.

Kimberly D. Grout
Printed Name: Kimberly D. Grout
Notary Public in and for the State of Colorado
My Commission Expires: 8/10/20

[SEAL]
KIMBERLY D GROUT
Notary Public - State of Colorado
Notary ID 20124053469
My Commission Expires Aug 10, 2020

Spouse's Signature (if applicable)*

By: Stephanie B. Bellatti
Name: Stephanie B Bellatti

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Colorado §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 28 day of December, 2018 by Stephanie B. Bellatti, spouse.

Kimberly D. Grout
Printed Name: Kimberly D. Grout
Notary Public in and for the State of Colorado
My Commission Expires: 8/10/20

[SEAL]
KIMBERLY D GROUT
Notary Public - State of Colorado
Notary ID 20124053469
My Commission Expires Aug 10, 2020

"LESSOR"

By: Kristin B. Hack
Name: Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti

THE STATE OF IL §
§
COUNTY OF Lake §

This instrument was acknowledged before me on the 29th day of January, 2019 by Kristin B. Hack, a/k/a Kristin S. Hack, f/k/a Kristin S. Bellatti.

NADEERA KULATILAKE
Official Seal
Notary Public – State of Illinois
My Commission Expires Aug 2, 2021

[SEAL]

Printed Name: Nadeera Kulatilake
Notary Public in and for the State of IL
My Commission Expires: Aug 2, 2021

Spouse's Signature (if applicable)*
By:
Name: MATTHEW HACK

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Lake §

This instrument was acknowledged before me on the 29th day of January, 2019 by Matthew Hack, spouse.

NADEERA KULATILAKE
Official Seal
Notary Public – State of Illinois
My Commission Expires Aug 2, 2021

[SEAL]

Printed Name: Nadeera Kulatilake
Notary Public in and for the State of IL
My Commission Expires: Aug 2, 2021

"LESSOR"

By: Elizabeth B Allen
Name: Elizabeth B. Allen, f/k/a Elizabeth A. Bellatti

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 18 day of January 2019 by Elizabeth B. Allen, f/k/a Elizabeth A. Bellatti.

Kelly L Unser
Printed Name: Kelly L Unser
Notary Public in and for the State of Illinois
My Commission Expires: 7-11-19

OFFICIAL SEAL
KELLY L. UNSER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 07-11-2019
[SEAL]

Spouse's Signature (if applicable)*

By: Tad
Name: Tad Q. Allen

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 18 day of January, 2019 by Tad Q. Allen, spouse.

Kelly L Unser
Printed Name: Kelly L Unser
Notary Public in and for the State of Illinois
My Commission Expires: 7-11-19

OFFICIAL SEAL
KELLY L. UNSER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 07-11-2019
[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6th day of March 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Southeast Quarter (SE1/4) of Section Nine (9);

The South Half (S1/2) of the Southwest Quarter (SW1/4) of Section Nine (9);

The North Half (N1/2) of the North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Sixteen (16); and

The North Half (N1/2) of the South Half (S1/2) of the North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Sixteen (16);

All in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625970
Receipt #: 18145474 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:24 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 11, 2019 (the "Effective Date"), by and between Opal Ward, a single person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

5

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Opal Ward
Name: Opal Ward

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 11 day of February, 2019, by Opal Ward.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 22nd day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The Southeast quarter of Section One (1) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian; subject to all highways located therein or thereover;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625971
Receipt #: 18145474
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:25 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 14, 2019 (the "Effective Date"), by and between Ronald W. Cox, a single ~~/ married~~ person, individually and as Trustee of the Cox Farmland Trust (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Ronald W Cox
Name: Ronald W. Cox, individually and as Trustee of the Cox Farmland Trust

THE STATE OF ILLINOIS §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 14 day of February, 2019, by Ronald W. Cox, individually and as Trustee of the Cox Farmland Trust.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

Spouse's Signature (if applicable)*

By: N/A
Name:

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 22nd day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The Southwest Quarter of the Northwest Fractional Quarter of Section Five, Township Fourteen North, Range Nine West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 2-3:

The South Half of the Northwest Quarter of Section 4 and the Southwest Quarter of the Northeast Quarter of Section 4;

All in Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 4-7:

The West Half of the Northeast Quarter; and the East Half of the of the Northwest Quarter; and Seven and Ninety-six Hundredths (7.96) acres off of the North end of the East Half of the Southwest Quarter; and Seven and Ninety-six Hundredths (7.96) acres off of the North end of the West Half of the Southeast Quarter;

All in Section Thirty-four (34), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 8:

The North 50 acres of the West Half of the Northeast Quarter of Section Thirty-three (33), Township Fifteen North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 9-10:

The East Half of the East Half of the Southwest Quarter of Section Twenty-eight (28); and the West Half of the Southeast Quarter of Section Twenty-eight (28); except Two (2) acres out of the Northeast Corner of the West Half of the Southeast Quarter of said Section Twenty-eight (28) held by the Trustees of Pisgah Church of Morgan County, Illinois for church purposes.

Township Fifteen North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 11:

Part of the Northeast Quarter of Section Twenty-seven (27) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Beginning at a point 301.7 feet South of the Northeast corner of said Section 27, thence North 90°00'00" West a distance of 145.00 feet, thence North 0°00'00" East a distance of 48.74 feet to a point on the South right of way line of the Norfolk and Western Railroad (formerly Wabash Railroad), thence North 89°47'20" West along said right of way line a distance of 1,192.09 feet, thence South 0°00'00" East parallel with the East line of Section 27, a distance of 1,222.01 feet to a point, said point being 1,214.90 feet North of the South line of the Northeast Quarter of said Section 27, thence North 89°07'03" East parallel with said South line, a distance of 1,337.23 feet to a point on the East line of said quarter section, thence North 0°00'00" East along said East line a distance of 1,148.27 feet to the point of beginning, containing 36.95 acres, more or less.

Also, a 120 foot long strip of land of 50 foot even width, said strip lying southerly of and adjacent to the Norfolk and Western Railway Company's (formerly Wabash Railroad Company) 66 foot wide right of way as found in the East Half of the Northeast Quarter of Section 27, Township 15 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, said strip being that parcel granted to the Wabash Railroad Company by Oscar F. Conklin per deed dated October 23, 1905, and recorded October 26, 1905, in Deed Book 75, Page 570, in the Recorder's Office of Morgan County, said tract containing 0.14 acres, more or less.

Tract 12-15:

Parcel A

Part of Sections 14, 15, 22, and 23, all in Township 15 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at a point 8 chains and 75 links East and 20 chains South of the Northwest corner of the Southeast Quarter of Section 15, thence running East 33 chains and 76 links to a stake, thence South to the Centerline of a certain public highway running generally in an East-West directions through the Northwest Quarter of Section 23 and the Northeast Quarter of Section 22, commonly known as the Old State Road or Jacksonville and Springfield Road, thence running in a westerly direction along the centerline of said public highway to a point directly South of the point of beginning, thence running North to the point of beginning;

Parcel B

Lots One (1), Two (2), Three (3), Four (4), and Five (5), except Three Hundred Four (304) feet off of the South side of said Lot Five (5), being part of the West Half of the Southeast Quarter of Section Fifteen (15), Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, according to the plat of Part of Sections Fifteen (15) and Twenty-two (22) in Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois recorded in Miscellaneous Record A at Page 73.

Parcel C

Part of Sections Fourteen (14) and Fifteen (15) IN Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Beginning at a stone 8 chains 75 links East of the center of Section 15 in Township 15 North, Range 10 West of the Third Principal Meridian, thence running East 23 chains, 76 links to a stone, thence South 20 chains to a stake, thence West 33 chains 76 links and thence North 20 chains to the place of beginning, except that conveyance does not include the residence thereon or surrounding yard.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625972
Receipt #: 18145474
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:26 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 8, 2019 (the "Effective Date"), by and between Ronald Wayne Cox, a/k/a Ronald W. Cox, a single ~~/ married~~ person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Ronald W Cox
Name: Ronald Wayne Cox, a/k/a Ronald W. Cox

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8 day of February, 2019, by Ronald Wayne Cox, a/k/a Ronald W. Cox.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of Il
My Commission Expires: 5-11-21

Spouse's Signature (if applicable)*

By: N/A
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 22nd day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-3:

Tract I: Part of the Northeast Quarter (NE 1/4) of Section 27, Township 15 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois being more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter (NE 1/4) of Section 27, Township 15 North, Range 9 West of the Third Principal Meridian; thence South 89 degrees 07 minutes 03 seconds West along the South line of said Quarter Section a distance of 1325.17 feet; thence North 0 degrees 00 minutes 00 seconds East parallel with the East line of the Northeast Quarter (NE 1/4) of said Section 27 a distance of 1214.90 feet; thence North 89 degrees 07 minutes 03 seconds East a distance of 1325.17 feet to a point on the East line of said Quarter Section; thence South 0 degrees 00 minutes 00 seconds East along said East line a distance of 1214.90 feet to the point of beginning. Subject to roadways as now located.

Said parcel containing 36.95 acres, more or less.

Tract II: Part of the Northeast Quarter (NE 1/4) of Section 27, Township 15 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois being more particularly described as follows:

Beginning at a stone at the Southwest corner of the Northeast Quarter (NE 1/4) of Section 27, Township 15 North, Range 9 West of the Third Principal Meridian; thence North 89 degrees 07 minutes 03 seconds East along the South line of said Quarter Section a distance of 1329.56 feet to a point, said point being 1325.17 feet West of the Southeast corner of the Northeast Quarter (NE 1/4) of said Section 27; thence North 0 degrees 00 minutes 00 seconds East parallel with the East line of said Quarter Section a distance of 1214.90 feet; thence South 89 degrees 07 minutes 03 seconds West a distance of 1320.79 feet to a point on the West line of the Northeast Quarter (NE 1/4) of Section 27;

thence South 0 degrees 24 minutes 48 seconds West along said West line a distance of 1215.06 feet to the point of beginning. Subject to roadways as now located.

Said parcel containing 36.95 acres, more or less.

Tract III: Part of the Northeast Quarter (NE 1/4) of Section 27, Township 15 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois being more particularly described as follows:

Commencing at a stone at the Southwest corner of the Northeast Quarter (NE 1/4) of Section 27, Township 15 North, Range 9 West of the Third Principal Meridian; thence North 0 degrees 24 minutes 48 seconds East along the West line of said Quarter Section a distance of 1215.06 feet to the true point of beginning; thence North 89 degrees 07 minutes 03 seconds East parallel with the South line of the Northeast Quarter (NE 1/4) of Section 27, a distance of 1308.73 feet to a point, said point being 1337.23 feet West of the East line of said Quarter Section; thence North 0 degrees 00 minutes 00 seconds East parallel with the East line of said Quarter Section, a distance of 1222.01 feet to a point on the South right of way line of Norfolk and Western Railroad (formerly Wabash Railroad); thence North 89 degrees 47 minutes 20 seconds West along said South right of way line, a distance of 1299.58 feet to a point on the West line of the Northeast Quarter (NE 1/4) of Section 27; thence South 0 degrees 24 minutes 48 seconds West along said West line a distance of 1246.99 feet to the true point of beginning. Subject to roadways as now located.

Said parcel containing 36.95 acres, more or less.

Tract 4:

A strip of land Two and forty-eight hundredths (2.48) chains wide off of the West side of the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section Twenty-six (26) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, EXCEPT Three hundred (300) feet off of the North end thereof, AND EXCEPT Three hundred Ninety-five (395) feet off of the South end thereof, situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625973
Receipt #: 18145474
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:27 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 8, 2019 (the "Effective Date"), by and between Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

7

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Weldon Todd Becker Trustee
Name: Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8 day of February, 2019, by Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004.

[SEAL]

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Printed Name: Andrew G. White
Notary Public in and for the State of Illinois
My Commission Expires: 5-11-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 22nd day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The South half of the Southeast quarter of Section Thirty-Three (33), Township Sixteen (16) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2:

Part of the West Half (W. ½) of the Northwest Quarter (NW ¼) of Section Thirty-four (34), Township Sixteen (16) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows:

Commencing at an iron marker at the Southwest corner of the Northwest Quarter (NW ¼) of said Section Thirty-four (34); thence on an assumed bearing of North 00°12'49" East a distance of 2,645.41 feet to an iron pipe at the Northwest corner of said Northwest Quarter (NW ¼); thence South 89°46'05" East along the North line of said Northwest Quarter (NW ¼) a distance of 76.45 to the True Point of Beginning:

Thence South 01°04'48" West along an existing fenceline, a distance of 931.01 feet; thence South 03°02'35" West along an existing fenceline, a distance of 395.07 feet; thence South 89°19'27" East along an existing fenceline a distance of 191.62 feet; thence South 00°30'20" West along an existing fenceline a distance of 882.29 feet; thence South 01°51'54" East a distance of 195.28 feet to a point on the centerline of an existing public road, known as Walpole Road; thence North 90°00'00" East a distance of 20.00 feet to a point on the existing Easterly right-of-way line of said Walpole Road; thence Northeasterly and Easterly along the Easterly and Southerly right-of-way line of said Walpole Road a distance of 1,250 feet, more or less, to a point on the East line of the West Half (W. ½) of the Northwest Quarter (NW ¼) of said Section Thirty-four (34); thence North a distance of 2,037 feet, more or less, to the Northeast corner of said Half-Quarter Section; thence West along the North line of said Half-Quarter Section a distance of 1,262.5 feet, more or less, to the True Point of Beginning.

Tract 3:

All that part of the Northwest Quarter (NW 1/4) of Section Eleven (11), lying North of the Chicago and Alton Railroad, situated in the County of Morgan and State of Illinois.

All in Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois;

Tract 4:

Twenty-seven (27) acres off of the North end of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section Ten (10), Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, situated in the County of Morgan and State of Illinois.

And excepting therefrom the following described real estate, to-wit:

> A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Ten (10) in Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 10; thence South along the West line of said Quarter Quarter Section a distance of 581 feet; thence East parallel with the North line of said Quarter Quarter Section a distance of 450 feet; thence North parallel with the West line of said Quarter Quarter Section a distance of 581 feet to the North line of said Quarter Quarter Section; thence West along the North line of said Quarter Quarter Section a distance of 450 feet to the point of beginning and containing 6 acres, more or less, subject to highways as now located.

Tract 5:

All that part of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section Ten (10), lying North of said Chicago and Alton Railroad, except Twenty-seven (27) acres off of the North end thereof,

And excepting therefrom the following described real estate, to-wit:

> Beginning at the Northwest corner of the following described tract of real estate: All that part of the East Half

(E 1/2) of the Northeast Quarter (NE 1/4) of Section Ten (10) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, lying North of the Chicago and Alton Railroad, except Twenty-seven (27) acres off of the North end thereof; thence East 310 feet; thence South 410 feet; thence West 310 feet; and thence North 410 feet to the point of beginning,

All in Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625974
Receipt #: 18145474
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:28 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 8, 2019 (the "Effective Date"), by and between Jane Anne Becker, Trustee of the Jane Anne Becker Trust dated May 29, 2004 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Jane Anne Becker Trustee
Name: Jane Anne Becker, Trustee of the Jane Anne Becker Trust dated May 29, 2004

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8 day of February, 2019, by Jane Anne Becker, Trustee of the Jane Anne Becker Trust dated May 29, 2004.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 25th day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1-4:

The East Half of the Southwest Quarter of Section Thirty-six (36), EXCEPT THE FOLLOWING:

Part of the Southeast Quarter of the Southwest Quarter of Section Thirty-six (36) in Township Sixteen (16) North and Range Nine (9) West of the Third Principal Meridian, described as follows: Beginning at a monument in the center of the road, said point being the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section Thirty-six (36) in Township and Range aforesaid, running thence North 378 feet, running thence East 271 feet, running thence South 378 feet, parallel with the West line of said quarter section to the center of the road, running thence West along the center of the road to the point of beginning, containing 2.35 acres, more or less.

The Northwest Quarter of the Southeast Quarter of Section Thirty-six (36), except 29 1/6 acres off of the East side thereof;

The Southeast Quarter of the Northwest Quarter of Section Thirty-six (36);

The Southwest Quarter of the Northeast Quarter of Section Thirty-six (36), except 29 1/6 acres off of the East side thereof;
All in Township Sixteen (16) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 5:

The East Half (E½) of the Northwest Quarter (NW 1/4) of Section Seventeen (17), Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 6:

Part of the Southwest Quarter of Section Eight (8) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section Eight (8), running thence North 0°00'00" East along the East line of said Southwest Quarter 514.85 feet, thence running North 90°00'00" West 665 feet to a point, thence South to the South line of said Southwest Quarter, thence East along the said South line of the Southwest Quarter to the point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625975
Receipt #: 18145474 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:29 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 8, 2019 (the "Effective Date"), by and between Weldon F. Becker and Weldon Todd Becker, Trustees of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Weldon F Becker
Name: Weldon F. Becker, Trustee of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8 day of February, 2019, by Weldon F. Becker, Trustee of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

By: Weldon Todd Becker Trustee
Name: Weldon Todd Becker, Trustee of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8 day of February, 2019, by Weldon Todd Becker, Trustee of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 25th day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Situate in the County of Morgan, and State of Illinois, to-wit:

The East half of the Southwest Quarter of Section 31, Township 16 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, excepting therefrom 60 acres off of the West side thereof as set forth in a certain deed recorded in the Recorder's Office of Morgan County, Illinois, on May 20, 1974, in Deed Drawer 2, Card 3136 bearing document number 197773.

And:

Sixty acres off of the West s de of the East One-Half of the Southwest Quarter of Section 31 in Township 16 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

And:

The Southwest Quarter of the Southeast Quarter of Section Thirty (30) and all that part of the West half of the Northeast quarter of Section Thirty-one (31) lying North of the Chicago and Alton Railroad Company's right of way, all located in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian.

And:

That part of the following described lands lying North of the right of way of the Chicago and Alton Railroad:

One hundred and Twenty (120) acres off of the South side of the South East quarter of Section Two (2) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, subject to the right of way of the Chicago and Alton Railroad Company, over said land, situated in Morgan County, Illinois, EXCEPTING that part conveyed to Morgan County, Illinois by Warranty Deed recorded July 9, 1997 in the Office of the Morgan County Recorder of Deeds as Document No. 466955.

And:

All that part of the West half of the Northeast Quarter of Section Thirty-one (31) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, lying South of the South right of way line of the Chicago and Alton Railroad Company, now the Illinois Central Gulf Railroad Company and North of the center line of the public highway running through said parcel of real estate which highway is located approximately on the North line of the Southwest Quarter of the Northeast Quarter of said Section 31, containing 29.77 acres, more or less, subject to highways as now located.

And:

Part of the Northeast Quarter of the Northwest Quarter of Section Thirty-one (31) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, bounded and described as follows: Beginning on the North right-of-way line of the proposed highway known as Section 21, F.A.S. #615 at a point on the East line of the Northeast quarter of the Northwest quarter of said Section 31, 60 feet, more or less, North of the Southeast corner of said Northeast quarter of the Northwest quarter of said Section 31, thence Northerly 691 feet, more or less, along the East line of the Northeast quarter of the Northwest quarter of said Section 31 to the South right-of-way line of the GM&O RR (formerly the C&A RR) thence South 70°56' West 925 feet, more or less, along said South right-of-way line of said Railroad to the Northeast right-of-way line of said proposed highway, thence Southeasterly 762 feet, more or less, along said Northeast right-of-way line of said proposed highway thence Easterly 267.8 feet, more or less, along the North right-of-way of said proposed highway to the point of beginning, containing 9.35 acres, more or less.

And:

17.42 acres off the West
side of the Southeast Quarter of Section 31, Township Sixteen (16) North, Range Nine (9) West of the Third Principal Meridian, all in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625976
Receipt #: 18145474
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:30 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 8, 2019 (the "Effective Date"), by and between Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004; and Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004; and Weldon F. Becker and Weldon Todd Becker, Trustees of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and

5

conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Weldon F Becker WFB
Name: Weldon F. Becker, Trustee of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8 day of February, 2019, by Weldon F. Becker, Trustee of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

[SEAL] OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

By: Weldon Todd Becker Trustee
Name: Weldon Todd Becker, Trustee of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005, and of the Weldon Todd Becker Trust dated May 29, 2004

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8 day of February, 2019, by Weldon Todd Becker, Trustee of the Weldon F. Becker Farm Trust No. 03-05, established by Declaration of Trust dated the 17th day of March, 2005, and of the Weldon Todd Becker Trust dated May 29, 2004.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

[SEAL] OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 25th day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

All that part of the East half of Section Twenty (20) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, that lies North of the North right of way line of Highway F.A. (I-72) as now constructed, containing 49.81 acres, more or less, subject to highways as now located and easements of record.

Tracts 2-3:

Part of Sections 4 and 9 in Township 15 North and Range 8 West of the Third Principal Meridian, described as follows: Beginning at an existing fence post 33.0 feet (0.50 chains) West of a stone at the North quarter corner of said Section 9, thence North 1°07'17" West 3,221.5 feet to an existing fence post; thence South 90°00'00" West 2,002.25 feet, thence South 0°34'28" East 5,843.9 feet to a point on the centerline of the Old State Road (County Highway #3), thence South 89°39'40" East 735.75 feet along the centerline of the Old State Road, thence North 0°42' West 2,618.2 feet to a stone at the Northeast corner of the West Half of the Northwest Quarter of said Section 9, thence North 89°36 J East 1,303.0 feet to the point of beginning, said East tract containing 193.48 acres, more or less, including existing highway right of way; Subject to a 30 foot easement for ingress and egress described as follows: A strip of land, 30 feet in uniform width, being 15 feet on each side of the following described centerline: Part of Sections 4 and 9 in township 15 North, Range 8 West of the Third Principal Meridian in Morgan County; Illinois, described as follows; Commencing at an existing fence post 33.0 feet (0.50 chains) West of a stone at the North quarter corner of said Section 9; thence South 89°36' West 1,303.0 feet to a stone at the Northeast corner of the West Half of the Northwest Quarter of said Section 9; thence South 0°42' East 2,618.2 feet to a point on the centerline of the Old State Road (County Highway #3); thence North 89°39'40" West 135.75 feet along the centerline of the Old State Road to the point of beginning; thence North 0°34'28" West 5,843.9 feet.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625977
Receipt #: 18145474
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:31 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 8, 20 19 (the "Effective Date"), by and between Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004, and Jane Anne Becker, Trustee of the Jane Anne Becker Trust dated May 29, 2004 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Weldon Todd Becker Trustee
Name: Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8 day of February, 2019, by Weldon Todd Becker, Trustee of the Weldon Todd Becker Trust dated May 29, 2004.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

By: Jane Anne Becker Trustee
Name: Jane Anne Becker, Trustee of the Jane Anne Becker Trust dated May 29, 2004

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8 day of February, 2019, by Jane Anne Becker, Trustee of the Jane Anne Becker Trust dated May 29, 2004.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 25th day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The South half of Lot Three (3) in the Northwest Fractional Quarter of Section Two (2) and the South half of Lot Three (3) in the Northeast Fractional Quarter of Section Three (3), all in Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois containing 97.03 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggoner
Clerk / Recorder
Morgan County, IL
Doc#: 625978
Receipt #: 18145474
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 11:27:32 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 8, 20 19 (the "Effective Date"), by and between Joel T. Sander and Becky B. Sander, Co-Trustees of the Sander Irrevocable Trust 2017, established by Declaration of Trust dated May 3, 2017 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Joel T. Sander
Name: Joel T. Sander, Co-Trustee of the Sander Irrevocable Trust 2017, established by Declaration of Trust dated May 3, 2017

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8 day of February, 2019, by Joel T. Sander, Co-Trustee of the Sander Irrevocable Trust 2017, established by Declaration of Trust dated May 3, 2017.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021
[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-2021

By: Becky B. Sander
Name: Becky B. Sander, Co-Trustee of the Sander Irrevocable Trust 2017, established by Declaration of Trust dated May 3, 2017

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8 day of February, 2019, by Becky B. Sander, Co-Trustee of the Sander Irrevocable Trust 2017, established by Declaration of Trust dated May 3, 2017.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021
[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 25th day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

18-1/3 acres off of the West side of the Southeast quarter (SE¼) of the Northeast quarter (NE¼) of Section Thirty-six (36); 29-1/6 acres off of the East side of the Southwest quarter (SW¼) of the Northeast quarter (NE¼) of Section Thirty-six (36); 18-1/3 acres off of the West side of the Northeast quarter (NE¼) of the Southeast quarter (SE¼) of Section Thirty-six (36); 29-1/6 acres off of the East side of the Northwest quarter (NW¼) of the Southeast quarter (SE¼) of Section Thirty-six (36), all in Township Sixteen (16) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, containing 95 acres.

Together with a perpetual and non-exclusive easement of ingress and egress over and across the following described real estate, which easement shall be appurtenant to and run with the real estate first described herein, to-wit: Part of the East half (E½) of the Southwest quarter (SW¼) of Section Thirty-six (36), and part of the Northwest quarter (NW¼) of the Southeast quarter (SE¼) of Section Thirty-six (36), all in Township Sixteen (16) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Beginning at the Southeast corner of the Southwest quarter of said Section 36; thence North along the East line of said Southwest quarter to the Southwest corner of the Northwest quarter of the Southeast quarter of said Section 36; thence East along the South line of said quarter-quarter section to the Southwest corner of 29-1/6 acres off of the East side of said quarter-quarter section; thence North along the West line of said 29-1/6 acres a distance of 30 feet; thence West parallel with the South line of the Northwest quarter of the Southeast quarter of said Section 36 and the Westerly extension thereof, to a point that lies 30 feet West of the East line of the Southwest quarter of Section 36; thence South parallel with said East line to a point on the South line of said Southwest quarter; thence East along said South line a distance of 30 feet to the point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625935
Receipt #: 18145467
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:28 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 19, 2019 (the "Effective Date"), by and between Vickie Adkins, a single ~~/ married~~ person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Vickie Adkins

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 19 day of February, 2019, by Vickie Adkins.

_____
Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

[SEAL]

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Spouse's Signature (if applicable)*

By: N/A
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 26th day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East Half of the Northwest Quarter of Section Twenty-six (26); Thirty-one and one-half (31½) acres off of the East side of the West Half of the Northwest Quarter of Section Twenty-six(26); Part of the West Half of the Northeast quarter of Section Twenty-six(26), more particularly described as: Beginning at the southwest corner of said half-quarter Section and running thence East nine and ninety-four hundredths (9.94) chains, thence North four and three-fourths (4¾ths) degrees West Ten and Thirteen hundredths (10.13) chains, thence North Twelve (12) degrees West nineteen and fourteen hundredths (19.14) chains, thence North seventeen (17) degrees West eleven and fifty-six hundredths (11.56) chains to the North line of said half-quarter Section, thence West to the Northwest corner of said half-quarter Section, and thence South to the place of beginning, except that part thereof used for school purposes and the right of way of the Chicago, Burlington & Quincy Railroad; All in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, in the County of Morgan and State of Illinois.

EXCEPTING all that part of said lands lying South and West of the center line of State Route 104, which traverses said lands.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625936
Receipt #: 18145467
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:29 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 19, 2019 (the "Effective Date"), by and between Randall C. Smith, a married person and Darin L. Smith, a married person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

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Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Randall C Smith
Name: Randall C. Smith

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 19 day of February, 2019, by Randall C. Smith, a married person.

Printed Name: Andrew G. White
Notary Public in and for the State of Illinois
My Commission Expires: 5-11-21

[SEAL] OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Spouse's Signature *

By:
Name: Tona J. Smith

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 19 day of February, 2019, by Tona J. Smith, spouse.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

[SEAL] OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

"LESSOR"

By: _____
Name: Darin L. Smith

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 19 day of February, 2019 by Darin L. Smith.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

_____
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

Spouse's Signature *

By: _____
Name: Annette M. Smith

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 19 day of February, 2019, by Annette M. Smith, spouse.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

_____
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2:

A part of the North Half of the Fractional Section Seven (7), in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows using assumed bearings:

Commencing at the Southeast corner of the Northeast Quarter of said Section 7; thence North 89 degrees 11 minutes 04 seconds West 1028.46 feet along the centerline of a public road known as S.A. Route 3 (Old State Road); thence North 01 degrees 09 minutes 11 seconds West 924.55 feet; thence North 89 degrees 45 minutes 22 seconds West 1418.77 feet to the Point of Beginning; thence continuing North 89 degrees 45 minutes 22 seconds West 948.96 feet; thence North 00 degrees 02 minutes 32 seconds West 1559.99 feet; thence South 89 degrees 33 minutes 08 seconds East 943.65 feet; thence South 00 degrees 14 minutes 19 seconds East 1556.66 feet, containing 33.852 acres, more or less.

Tracts 3-4:

A part of the Fractional Section 7, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows using assumed bearings:

Commencing at the southeast corner of the Northeast Quarter of said Section 7; thence North 89 degrees 11 minutes 04 seconds West 1028.46 feet along the centerline of a public road known as S.A. Route 3 (Old State Road) to the Point of Beginning; thence continuing North 89 degrees 11 minutes 04 seconds West 1040.61 feet along said centerline; thence westerly 37.13 feet along said centerline being a curve to the left, having a radius of 11459.20 feet, the chord of said curve bears North 89 degrees 16 minutes 38 seconds West 37.13 feet; thence North 00 degrees 14 minutes 33 seconds East 490.99 feet; thence South 87 degrees 27 minutes 14 seconds West 643.61 feet; thence South 00 degrees 02 minutes 32 seconds East 473.26 feet to said centerline; thence westerly 306.65 feet along said centerline being a curve to the left, having a radius of 11459.20 feet, the chord of said curve bears South 86 degrees 39 minutes 35 seconds West 306.65 feet; thence South 85 degrees 53 minutes 36 seconds West 362.23 feet along said centerline; thence North 00 degrees 02 minutes 32 seconds West 973.84 feet; thence South 89 degrees 45 minutes 22 seconds East 2367.73 feet; thence South 01 degrees 09 minutes 11

seconds East 924.55 feet to the Point of Beginning, containing 43.517 acres, more or less, of which 1.603 acres, more or less, is within the existing public road right of way.

Less and Except:

A part of the Fractional Section 7, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows using assumed bearings:

Commencing at the southeast corner of the Northeast Quarter of said Section 7; thence North 89 degrees 11 minutes 04 seconds West 1028.46 feet along the centerline of a public road known as S.A. Route 3 (Old State Road) being the south line of the Northeast Quarter of said Section 7 to the Point of Beginning; thence continuing North 89 degrees 11 minutes 04 seconds West 1040.61 feet along said centerline; thence westerly 37.13 feet along said centerline being a curve to the left, having a radius of 11459.20 feet, the chord of said curve bears North 89 degrees 16 minutes 38 seconds West 37.13 feet; thence North 00 degrees 14 minutes 33 seconds East 490.99 feet; thence South 87 degrees 27 minutes 14 seconds West 360.34 feet; thence North 00 degrees 14 minutes 19 seconds West 440.15 feet; thence South 89 degrees 45 minutes 22 seconds East 1418.77 feet; thence South 01 degrees 09 minutes 11 seconds East 924.55 feet to the Point of Beginning, containing 26.078 acres, more or less, of which 0.989 acre, more or less, is within the existing public road right of way.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625937
Receipt #: 18145467
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:30 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 19, 2019 (the "Effective Date"), by and between Randall C. Smith and Tona J. Smith, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Randall C Smith
Name: Randall C. Smith

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 19 day of February, 2019, by Randall C. Smith.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-21-21

By:
Name: Tona J. Smith

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 19 day of February, 2019, by Tona J. Smith.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of Illinois
My Commission Expires: 5-11-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the Northwest Quarter of Section Six (6) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian; and part of the Northeast Quarter of Section One (1) in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian; all situated in Morgan County, Illinois, and more particularly described as follows:

Commencing at a point 92.4 feet West of the Southeast corner of the Northeast Quarter of said Section 1, said point being on the East right-of-way line of Illinois Route 123; thence East, along the South line of the Northeast Quarter of said Section 1 and along the South line of the Northwest Quarter of said Section 6, a distance of 567.35 feet; thence Northerly, parallel with the West line of the Northwest Quarter of said Section 6, a distance of 390 feet, being the Point of Beginning; thence West, along a line parallel with the South line of the Northwest Quarter of said Section 6 and with the South line of the Northeast Quarter of said Section 1, a distance of 567.35 feet, more or less, to the East right-of-way line of Illinois Route 123; thence North along said right of way line a distance of 390 feet; thence East, along a line parallel with the South line

of the Northeast Quarter of said Section 1 and the South line of the Northwest Quarter of said Section 6, a distance of 567.35 feet, more or less, to a point on a line parallel with the East right of way line of Illinois Route 123, which line also passes through the point of beginning; thence South along a line parallel with the East right of way line of Illinois Route 123 a distance of 390 feet to the Point of Beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626113
Receipt #: 18145633 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:49:14 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 19, 2019 (the "Effective Date"), by and between Darin L. Smith and Annette M. Smith, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Darin L. Smith

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 19 day of February, 2019, by Darin L. Smith.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019
[SEAL]

_____
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

By: _____
Name: Annette M. Smith

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 19 day of February, 2019, by Annette M. Smith.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019
[SEAL]

_____
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 14th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

> **Part of the Northwest Quarter of Section Six (6) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian; and part of the Northeast Quarter of Section One (1) in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian; all situated in Morgan County, Illinois, and more particularly described as follows:**
>
> **Beginning at a point 92.4 feet West of the Southeast corner of the Northeast Quarter of said Section 1, said point being on the East right-of-way line of Illinois Route 123; thence East, along the South line of the Northeast Quarter of said Section 1 and along the South line of the Northwest Quarter of said Section 6, a distance of 567.35 feet; thence Northerly, parallel with the West line of the Northwest Quarter of said Section 6, a distance of 390 feet; thence West, along a line parallel with the South line of the Northwest Quarter of said Section 6 and with the South line of the Northeast Quarter of said Section 1, a distance of 567.35 feet, more or less, to the East right-of-way line of Illinois Route 123; thence South, along said right-of-way line a distance of 390 feet, more or less, to the point of beginning.**

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625938
Receipt #: 18145467
Pages Recorded: 8
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:31 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 19, 2019 (the "Effective Date"), by and between Darrell L. Smith, Trustee of the Darrell L. Smith Living Trust, dated September 10, 2014 and Marilyn M. Smith, Trustee of the Marilyn M. Smith Living Trust, dated September 10, 2014 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

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Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Darrell L. Smith, Trustee of the Darrell L. Smith Living Trust, dated September 10, 2014

THE STATE OF ILLINOIS §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 19 day of February, 2019, by Darrell L. Smith, Trustee of the Darrell L. Smith Living Trust, dated September 10, 2014.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
[SEAL] MY COMMISSION EXPIRES 05-11-2021

_____
Printed Name: Andrew G. White
Notary Public in and for the State of Illinois
My Commission Expires: 5-11-21

By: Marilyn M. Smith Trustee
Name: Marilyn M. Smith, Trustee of the Marilyn M. Smith Living Trust, dated September 10, 2014

THE STATE OF ILLINOIS §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 19 day of February, 2019, by Marilyn M. Smith, Trustee of the Marilyn M. Smith Living Trust, dated September 10, 2014.

OFFICIAL SEAL
ANDREW G. WHITE
[SEAL] NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

_____
Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-4:

The Southwest Quarter of the Northeast Quarter of Section Seven (7); the Northwest Quarter of the Southeast Quarter of Section Seven (7); the Northeast Quarter of the Southwest Quarter of Section Seven (7); the Southeast Quarter of the Northwest Quarter of Section Seven (7); and the Northwest Quarter of the Northeast Quarter of Section Seven (7), except the following part thereof:

> Part of the West Half of the Northeast Quarter of Section Seven (7) in Township Thirteen (13) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Beginning at the Northeast corner of the West Half of the Northeast Quarter of said Section 7; thence South, along the East line of said half quarter section, a distance of 467 feet; thence West, parallel with the North line of said half quarter section, a distance of 467 feet; thence North, parallel with the East line of said half quarter section, a distance of 467 feet, to the North line thereof; thence East along the North line of said half quarter section 467 feet to the Point of Beginning.

All in Township Thirteen (13) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 5:

Part of Section Four (4) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Beginning at a stone on the Southeast corner of said Section 4, running thence West 40.343 chains to a point which is 50 links West of a stone on the Southeast corner of the Southwest quarter of said Section 4, thence in a Northwesterly direction 67.015 chains, thence East 40.404 chains to a point on the East line of said Section 4, thence South along the East line of said section 66.859 chains to the place of beginning, subject to highways as now located.

Tracts 6-8:

The Northeast Quarter of the Northeast Quarter of Section Twelve (12) in Township Thirteen (13) North and Range Nine (9) West of the Third Principal Meridian; 22 feet off the West side of the Northwest Quarter of the Northwest Quarter of Section Seven (7); the Southwest Quarter of the Northwest Quarter of Section Seven (7); and the Northwest Quarter of the Southwest Quarter of Section Seven (7); all in Township Thirteen (13) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 9:

Part of Lot Two (2) in the Northeast quarter of Section Three (3) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at the Northeast corner of said Section 3 and running thence South 33.44 chains, thence West 34.38 chains, thence North 34.87 chains, and thence East 34.90 chains to the place of beginning, containing 118.31 acres and being Lot 6 on the Plat of the Commissioner's Subdivision of lands of Richard Matthews, deceased, subject to highways as now located.

Tracts 10-13:

Parcel A: Part of Section Six (6) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, bounded as follows: Beginning at the Southwest corner of the Northwest quarter of said Section 6; running thence East 42 chains and 21 links; thence North 21 chains and 94 links; thence West 41 chains and 91 links to the West line of said Section 6; thence South 21 chains and 94 links to the place of beginning, containing 92.32 acres;

EXCEPT the following part thereof: A part of the Northwest quarter of Section 6, Township 15 North, Range 8 West and a part of the East half of Section 1, Township 15 North, Range 9 West, all in the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Southwest corner of the Northwest quarter of said Section 6; thence South 89°13'54" West 13.641 meters (44.75 feet) to the point of beginning; thence continuing South 89°13'54" West 13.000 meters (42.65 feet) to the centerline of Illinois Route 123; thence along said centerline, North 00°46'24" West 296.455 meters (972.62 feet); thence continuing along said centerline North 00°46'04" West 286.595 meters (940.27 feet); thence North 90° East 12.325 meters (40.44 feet); thence South 01°20'26" East 67.661 meters (221.98 feet); thence South 00°46'04" East 218.771 meters (717.75 feet); thence South 00°46'24" East 56.228 meters (184.48 feet); thence South 03°48'02" West 25.080 meters (82.28 feet); thence South 00°46'24" East 50.000 meters (164.04 feet); thence South 05°20'50" East 25.080 meters (82.28 feet); thence South 00°46'24" East 140.228 meters (460.07 feet); to the point of beginning, containing 0.1557 hectare (0.385 acre) in addition to 0.5849 hectare (1.445 acres) of existing right-of-way for a total of 0.7406 hectare (1.830 acres), more or less.

Parcel B: **That part of fractional Section Six (6) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows, viz: Beginning at a stone in the center of said section, and running thence East 24 chains and 30 links; thence North 31 chains and 43 links; thence West 24 chains and 14 links, and thence South 31 chains and 38 links to the place of beginning, containing 76 acres, more or less. ALSO, that part of the Southeast quarter of said Section 6 bounded and described as follows, viz: Beginning at a point 2 chains and 75 links East of the Southwest corner of the Northeast quarter of said Section 6, and running thence South 21 chains and 56 links, thence East 21 chains and 73 links, thence North 21 chains and 56 links, and thence West 21 chains and 55 links to the place of beginning.**

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625951
Receipt #: 18145470 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:16 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 20, 2019 (the "Effective Date"), by and between Marilyn Joyce Hawks, Trustee of the Marilyn Joyce Hawks Trust dated November 9, 2011 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Marilyn Joyce Hawks Trustee

Name: Marilyn Joyce Hawks, Trustee of the Marilyn Joyce Hawks Trust dated November 9, 2011

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20th day of February, 2019, by Marilyn Joyce Hawks, Trustee of the Marilyn Joyce Hawks Trust dated November 9, 2011.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of Illinois
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 26th day of February, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The East Half of the Southeast Quarter of Section Four (4), EXCEPT all that part of Five (5) acres off of the West side of the Southeast Quarter of the Southeast Quarter of said Section that lies south and west of the public road, all in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, containing 75 acres, more or less. Situated in Morgan County, Illinois.

Tract 2:

The West Sixty (60) acres of

The Southwest Quarter of Section Eight (8), in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, in Morgan County, Illinois, including Easements of Grantor.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625939
Receipt #: 18145467
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:32 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 28, 2019 (the "Effective Date"), by and between Richard Duewer, a married person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Richard Duewer
Name: Richard Duewer

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28th day of February, 2019, by Richard Duewer.

Diana L. Spradlin
Printed Name: Diana L Spradlin
Notary Public in and for the State of IL
My Commission Expires: 11-24-22

[SEAL] OFFICIAL SEAL DIANA L SPRADLIN NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Nov 24, 2022

Spouse's Signature (if applicable)*

By: Therese M. Duewer
Name: Therese M. Duewer

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28th day of February, 2019, by Therese M. Duewer, spouse.

Diana L Spradlin
Printed Name: Diana L Spradlin
Notary Public in and for the State of IL
My Commission Expires: 11-24-22

[SEAL] OFFICIAL SEAL DIANA L SPRADLIN NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Nov 24, 2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 15th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

TRACT I:
The Northeast quarter (NE¼) of the Northwest quarter (NW¼) and the Northwest quarter (NW¼) of the Northeast quarter (NE¼) of Section Fifteen (15) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian in Morgan County, Illinois.

TRACT II:
The Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section Fifteen (15) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian in Morgan County, Illinois, EXCEPT that part heretofore conveyed to the Chicago & Alton Railway Company, a corporation by deed dated August 11, 1905 and recorded in Deed Record 74 at page 374 in Morgan County, Illinois records.

TRACT III:
The Southeast quarter (SE¼) of the Southwest quarter (SW¼) of Section Ten (10), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian in Morgan County, Illinois, EXCEPT that part theretofore deeded to the Chicago and Alton Railroad Company and all that part lying South of the right-of-way of the Chicago and Alton Railroad Company of the West half of the Southwest quarter of Section Ten (10), all in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625940
Receipt #: 18145467
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:33 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 25, 2019 (the "Effective Date"), by and between Charles D. Powell and Ruth E. Powell, Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

6

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Charles D Powell
Name: Charles D. Powell, Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Charles D. Powell, Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

[SEAL]

"LESSOR"

By: Ruth E Powell

Name: Ruth E. Powell, Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Ruth E. Powell, Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto

Printed Name: Christina Mussatto

Notary Public in and for the State of Illinois

My Commission Expires: 12/19/21

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The West 272.4 feet of the East 856.4 feet of the North 900 feet of the Northwest Quarter (NW-1/4) of Section 25, Township 14 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois.

And:

The North 85 acres of the Northwest Quarter of Section 25, Township 14 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois, except therefrom the following:

Part of the Northwest Quarter of Section 25, Township 14 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of Section 25, Township 14 North, Range 10 West of the Third Principal Meridian; thence South 00 degrees 00 minutes and 00 seconds East along the West line of said Quarter Section a distance of 1151.00 feet to the true point of beginning; thence North 89 degrees 55 minutes and 30 seconds East 341.65 feet; thence South 00 degrees 00 minutes and 00 seconds East 255 feet, more or less, to a point on the North line of the South 75 acres of the Northwest Quarter of said Section 25; thence West along said North line 341.65 feet, more or less, to a point on the West line of said Quarter Section; thence North along said West line 255 feet, more or less, to the true point of beginning;
Also except the East 1171 feet of the North 900 feet of the Northwest Quarter of Section 25, Township 14 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2:

The West 314.6 feet of the East 1171 feet of the North 900 feet of the Northwest Quarter (NW-1/4) of Section 25, Township 14 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 3:

The East 211 feet of the North 900 feet of the Northwest Quarter of Section Twenty-five (25), Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625941
Receipt #: 18145467
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:34 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 25, 2019 (the "Effective Date"), by and between Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Charles D. Powell and Ruth E. Powell, Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and

6

conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

[SEAL]

"LESSOR"

By: Charles D Powell
Name: Charles D. Powell, Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Charles D. Powell, Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

[SEAL]

By: Ruth E Powell
Name: Ruth E. Powell, Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Ruth E. Powell, Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The Southwest Quarter of Section 21, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2:

The South 75 acres of the Northwest Quarter (NW-1/4) of Section Twenty-five (25) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625942
Receipt #: 18145467
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:35 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 25, 2019 (the "Effective Date"), by and between Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth E. Powell, a/k/a Ruth Emily Powell, and Charles D. Powell, a/k/a Charles Powell, wife and husband, individually and as Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

7

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

_____
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

"LESSOR"

By: Ruth E Powell
Name: Ruth E. Powell, a/k/a Ruth Emily Powell, individually and as Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Ruth E. Powell, a/k/a Ruth Emily Powell, individually and as Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

"LESSOR"

By: Charles D Powell
Name: Charles D. Powell, a/k/a Charles Powell, individually and as Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Charles D. Powell, a/k/a Charles Powell, individually and as Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the Southwest fractional quarter of Section Nineteen (19) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois described as follows:
The South Half (S-1/2) of the Southeast Quarter (SE-1/4) of said Southwest fractional quarter and the South one-fourth (S-1/4) of the North Half (N-1/2) of the Southeast Quarter (SE-1/4) of said Southwest fractional quarter.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625943
Receipt #: 18145467
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:36 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 25, 2019 (the "Effective Date"), by and between Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth E. Powell, a/k/a Ruth Emily Powell, and Charles D. Powell, a/k/a Charles Powell, wife and husband, individually and as Co-Trustees of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

7

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

_____
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

[SEAL]

"LESSOR"

By: Ruth E Powell
Name: Ruth E. Powell, a/k/a Ruth Emily Powell, individually and as Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Ruth E. Powell, a/k/a Ruth Emily Powell, individually and as Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

[SEAL]

"LESSOR"

By: Charles D Powell

Name: Charles D. Powell, a/k/a Charles Powell, individually and as Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Charles D. Powell, a/k/a Charles Powell, individually and as Co-Trustee of the Charles D. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016, and of the Ruth E. Powell Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

Christina Mussatto

Printed Name: Christina Mussatto

Notary Public in and for the State of Illinois

My Commission Expires: 12/19/21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East Half (E-1/2) of the Southeast Quarter (SE-1/4) of Section Thirteen (13), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625952
Receipt #: 18145470
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:17 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 27, 2019 (the "Effective Date"), by and between Allen B. Courier, a married person, and Janice A. Roller, a married person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Allen B. Courier
Name: Allen B. Courier

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 19 day of February, 2019, by Allen B. Courier.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

Spouse's Signature

By: Barbara Courier
Name: Barbara Courier

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 19 day of February, 2019, by Barbara Courier, spouse.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

"LESSOR"

By: _____
Name: Janice A. Roller

THE STATE OF Illinois §
§
COUNTY OF Ford §

This instrument was acknowledged before me on the 27 day of February, 2019, by and Janice A. Roller.

_____
Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: 6/22/19

[SEAL]

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Spouse's Signature

By: _____
Name: Robert D. Roller

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Ford §

This instrument was acknowledged before me on the 27 day of February, 2019, by Robert D. Roller, spouse.

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

_____
Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: June 22, 19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: Jeanine G. Wolanski
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 18th day of March, 2018, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

Donna Sharpe Linthicum
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

That part of the West half of the Southwest quarter of Section Twelve (12) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, lying South of the State Road running from Jacksonville to Springfield, containing Thirty-one and three tenths (31.3) acres, more or less; also,
The West half of Section Thirteen (13) in said Township and Range, except the South Two Hundred Forty-one and one-fifth (241-1/5) acres thereof; and,

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625953
Receipt #: 18145470 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:18 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 27, 2019 (the "Effective Date"), by and between Allen Courier, a ~~single /~~ married person; Barbara Courier, a ~~single /~~ married person; and Janice Roller, a ~~single /~~ married person (collectivelu, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

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Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Allen Courier

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of February, 2019, by Allen Courier.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

_____
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

Spouse's Signature (if applicable)*

By: _____
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSOR"

By: Barbara Courier
Name: Barbara Courier

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 20 day of February, 2019, by Barbara Courier.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

Spouse's Signature (if applicable)*

By: _____
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSOR"

By: _____
Name: Janice Roller

THE STATE OF Illinois §
§
COUNTY OF Ford §

This instrument was acknowledged before me on the 27 day of February, 2019, by Janice Roller.

_____
Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: June 22, 2019

[SEAL]

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Spouse's Signature (if applicable)*

By: _____
Name: ROBERT D. ROLLER

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Ford §

This instrument was acknowledged before me on the 27 day of February, 2019, by Robert D Roller, spouse.

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

_____
Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: June 22, 2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 18th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Two Hundred and Forty-one and two-tenths (241.2) acres off of the South end of the West Half of Section Thirteen (13), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, EXCEPT THE FOLLOWING:

Part of the Southwest Quarter of the Southwest Quarter of said Section 13, described as follows:

Beginning at the Southeast corner of said Southwest Quarter of the Southwest Quarter and then running North 32.5 rods, then West 40 rods, then South 32.5 rods, then East 40 rods to the Point of Beginning, containing 8.125 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

6

2019R09181

2019R09181

05/16/2019 11:04AM

REC FEE: 28.00

GIS FEE: 18.00

RHSP FEE: 9.00

TOTAL: $55.00

PAGES: 6

DEBRA

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

Memorandum Of Agreement

Return to:

ENV Apex Clean Energy Inc

310 4th St NE., STE 200

Charlottesville, VA 22902

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625945
Receipt #: 18145467
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:38 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 3, 2019 (the "Effective Date"), by and between Dorothy Duewer, a single person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County and Sangamon County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

5

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County and Sangamon County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County and Sangamon County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Dorothy Duewer
Name: Dorothy Duewer

THE STATE OF Il §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3rd day of March, 2019, by Dorothy Duewer.

"OFFICIAL SEAL"
HANNAH CATHRYN DUEWER
Notary Public, State of Illinois
My Commission Expires 5/16/2020

[SEAL]

Hannah Cathryn Duewer
Printed Name: Hannah Cathryn Duewer
Notary Public in and for the State of Il
My Commission Expires: 5/16/2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the Counties of Morgan and Sangamon, and State of Illinois, to-wit:

Tracts 1-2:

The West Half of the Southwest Quarter of Section 14 in Township 14 North and Range 8 West of the Third Principal Meridian;

Tax Parcel References: 26140300001 (19.71 acres; farmland)
1514300001 (66.78 acres; farmland)

Tracts 3-4:

The West Half of the East Half of the East Half of the Northwest Quarter and the West Half of the East Half of the Northwest Quarter of Section 23 in Township 14 North and Range 8 West of the Third Principal Meridian;

Tax Parcel References: 26230100005 (28.19 acres; farmland)
1523100002 (31.81 acres; farmland)

Tracts 5-6:

Part of the E.1/2 of the SE 1/4 of Sect. 10, Twp. 14N, R8 W. of the 3rd P.M. described as follows: Commencing at the NW corner of said 1/2 Quarter Sect., thence in an Easterly direction along the N. line of said 1/2 Quarter Sect. to a point which is the NE corner of said 1/2 Quarter Sect.; thence S. along the E. line of said 1/2 Quarter Sect. to a point which is the center of the railroad right-of-way of the Chicago & Alton Railway Company, thence in a W. Southwesterly direction along the center line of said railroad right-of-way to that point where the same intersects the W. line of said 1/2 Quarter Sect.; thence in a Northerly direction along the W. line of said 1/2 Quarter Sect. to the NW corner of said 1/2 Quarter Sect. which is the point of beginning, containing 30 acres more or less, in Morgan and/or Sangamon County and State of Illinois, subject to the foregoing railroad right-of-way.

Tax Parcel References: 26100400001 (15.64 acres; farmland)
1510400002 (17.61 acres; farmland)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625945
Receipt #: 18145467
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:38 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 3, 2019 (the "Effective Date"), by and between Dorothy Duewer, a single person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County and Sangamon County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

5

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County and Sangamon County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County and Sangamon County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Dorothy Duewer
Name: Dorothy Duewer

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3rd day of March, 2019, by Dorothy Duewer.

"OFFICIAL SEAL"
HANNAH CATHRYN DUEWER
Notary Public, State of Illinois
My Commission Expires 5/16/2020

[SEAL]

Hannah Cathryn Duewer
Printed Name: Hannah Cathryn Duewer
Notary Public in and for the State of IL
My Commission Expires: 5/16/2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the Counties of Morgan and Sangamon, and State of Illinois, to-wit:

Tracts 1-2:

The West Half of the Southwest Quarter of Section 14 in Township 14 North and Range 8 West of the Third Principal Meridian;

Tax Parcel References: 26140300001 (19.71 acres; farmland)
1514300001 (66.78 acres; farmland)

Tracts 3-4:

The West Half of the East Half of the East Half of the Northwest Quarter and the West Half of the East Half of the Northwest Quarter of Section 23 in Township 14 North and Range 8 West of the Third Principal Meridian;

Tax Parcel References: 26230100005 (28.19 acres; farmland)
1523100002 (31.81 acres; farmland)

Tracts 5-6:

Part of the E.1/2 of the SE 1/4 of Sect. 10, Twp. 14N, R8 W. of the 3rd P.M. described as follows: Commencing at the NW corner of said 1/2 Quarter Sect., thence in an Easterly direction along the N. line of said 1/2 Quarter Sect. to a point which is the NE corner of said 1/2 Quarter Sect.; thence S. along the E. line of said 1/2 Quarter Sect. to a point which is the center of the railroad right-of-way of the Chicago & Alton Railway Company, thence in a W. Southwesterly direction along the center line of said railroad right-of-way to that point where the same intersects the W. line of said 1/2 Quarter Sect.; thence in a Northerly direction along the W. line of said 1/2 Quarter Sect. to the NW corner of said 1/2 Quarter Sect. which is the point of beginning, containing 30 acres more or less, in Morgan and/or Sangamon County and State of Illinois, subject to the foregoing railroad right-of-way.

Tax Parcel References: 26100400001 (15.64 acres; farmland)
1510400002 (17.61 acres; farmland)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625946
Receipt #: 18145467
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:39 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 3, 2019 (the "Effective Date"), by and between Dorothy L. Duewer, a single person, Life Estate Tenant; Carol Conrady, a ~~single /~~ married person, Remainderman (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Dorothy L. Duewer
Name: Dorothy L. Duewer

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3rd day of March, 2019, by Dorothy L. Duewer.

"OFFICIAL SEAL"
HANNAH CATHRYN DUEWER
Notary Public, State of Illinois
My Commission Expires 5/16/2020

Hannah Cathryn Duewer
Printed Name: Hannah Cathryn Duewer
Notary Public in and for the State of IL
My Commission Expires: 5/16/2020

[SEAL]

"LESSOR"

By: Carol Conrady
Name: Carol Conrady

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3rd day of March, 2019, by Carol Conrady.

"OFFICIAL SEAL"
HANNAH CATHRYN DUEWER
Notary Public, State of Illinois
My Commission Expires 5/16/2020
[SEAL]

Hannah Cathryn Duewer
Printed Name: Hannah Cathryn Duewer
Notary Public in and for the State of IL
My Commission Expires: 5/16/2020

Spouse's Signature (if applicable)*

By: Douglas R Conrady
Name: Douglas R Conrady

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3rd day of March, 2019, by Douglas R Conrady, spouse.

"OFFICIAL SEAL"
HANNAH CATHRYN DUEWER
Notary Public, State of Illinois
My Commission Expires 5/16/2020
[SEAL]

Hannah Cathryn Duewer
Printed Name: Hannah Cathryn Duewer
Notary Public in and for the State of IL
My Commission Expires: 5/16/2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

All that part of the West half (W½) of the Southeast quarter (SE¼) of Section Ten (10), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, lying Southerly of the Southerly right-of-way line of the Great Western Railroad or its successors in interest (now Kansas City Southern).

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625947
Receipt #: 18145467
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:40 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 3, 2019 (the "Effective Date"), by and between Carol Conrady, a ~~single~~ married person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Carol Conrady
Name: Carol Conrady

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3rd day of March, 2019, by Carol Conrady.

"OFFICIAL SEAL"
HANNAH CATHRYN DUEWER
Notary Public, State of Illinois
My Commission Expires 5/16/2020

[SEAL]

Hannah Cathryn Duewer
Printed Name: Hannah Cathryn Duewer
Notary Public in and for the State of IL
My Commission Expires: 5/16/2020

Spouse's Signature (if applicable)*

By: Douglas R Conrady
Name: Douglas R Conrady

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3rd day of March, 2019, by Douglas R Conrady, spouse.

"OFFICIAL SEAL"
HANNAH CATHRYN DUEWER
Notary Public, State of Illinois
My Commission Expires 5/16/2020

[SEAL]

Hannah Cathryn Duewer
Printed Name: Hannah Cathryn Duewer
Notary Public in and for the State of IL
My Commission Expires: 5/16/2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

All that part of the West half (W½) of the Southeast quarter (SE¼) of Section Ten (10), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, lying Northerly of the Northerly right-of-way line of the Great Western Railroad or its successors in interest (now Kansas City Southern).

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

7

2019R09182
2019R09182
05/16/2019 11:04AM
REC FEE: 28.00
GIS FEE: 18.00
RHSP FEE: 9.00
TOTAL: $55.00
PAGES: 7
DEBRA
JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

Memorandum Of Agreement

Return to:

ENV Apex Clean Energy Inc

310 4th St NE., STE 200

Charlottesville, VA 22902

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625949
Receipt #: 18145467
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:42 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 3, 2019 (the "Effective Date"), by and between Catherine A. Ward, Trustee of the Catherine A. Ward Trust No. 2013, established by Declaration of Trust dated February 22, 2013; and Dorothy L. Duewer, a single person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County and Sangamon County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County and Sangamon County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County and Sangamon County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Catherine A. Ward
Name: Catherine A. Ward, Trustee of the Catherine A. Ward Trust No. 2013, established by Declaration of Trust dated February 22, 2013

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28th day of February, 2019, by Catherine A. Ward, Trustee of the Catherine A. Ward Trust No. 2013, established by Declaration of Trust dated February 22, 2013.

Diana L. Spradlin
Printed Name: Diana L. Spradlin
Notary Public in and for the State of IL
My Commission Expires: 11-24-22

SEAL OFFICIAL SEAL
DIANA L SPRADLIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov 24, 2022

"LESSOR"

By: Dorothy L. Duewer
Name: Dorothy L. Duewer

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3rd day of March, 2019, by Dorothy L. Duewer.

"OFFICIAL SEAL"
HANNAH CATHRYN DUEWER
Notary Public, State of Illinois
My Commission Expires 5/16/2020

[SEAL]

Hannah Cathryn Duewer
Printed Name: Hannah Cathryn Duewer
Notary Public in and for the State of IL
My Commission Expires: 5/16/2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the Counties of Morgan and Sangamon, and State of Illinois, to-wit:

A part of the East half of the Southwest quarter of Section Fourteen (14), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, situated in the Counties of Sangamon and Morgan and the State of Illinois, more particularly described as follows: Commencing at the Southeast corner of the East half of the Southwest quarter of said Section 14, thence South 89°59'35" West 463.3 feet along the South line of the East half of the Southwest quarter of said Section 14 to the point of beginning; thence continuing South 89°59'35" West 868.0 feet along the South line of the East half of the Southwest quarter of said Section 14 to the Southwest corner of the East half of the Southwest quarter of said Section 14; thence North 0°07'00" East 2,642.8 feet along the West line of the East half of the Southwest quarter of said Section 14 to the Northwest corner of the East half of the Southwest quarter of said Section 14; thence North 89°53'55" East 863.1 feet along the North line of the East half of the Southwest quarter of said Section 14; thence South 0°00'30" West 2,644.2 feet along a line parallel with the East line of the East half of the Southwest quarter of said Section 14 to the point of beginning, said tract containing 52.53 acres, more or less, and subject to Township Road right of way.

Tax Parcel References: 1514300002 (2.5 acres; farmland)
26140300003 (50.3 acres; farmland)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625949
Receipt #: 18145467
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 9:52:42 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 3, 2019 (the "Effective Date"), by and between Catherine A. Ward, Trustee of the Catherine A. Ward Trust No. 2013, established by Declaration of Trust dated February 22, 2013; and Dorothy L. Duewer, a single person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County and Sangamon County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County and Sangamon County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County and Sangamon County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Catherine A. Ward
Name: Catherine A. Ward, Trustee of the Catherine A. Ward Trust No. 2013, established by Declaration of Trust dated February 22, 2013

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28th day of February, 2019, by Catherine A. Ward, Trustee of the Catherine A. Ward Trust No. 2013, established by Declaration of Trust dated February 22, 2013.

Diana L. Spradlin
Printed Name: Diana L Spradlin
Notary Public in and for the State of IL
My Commission Expires: 11-24-22

SEAL OFFICIAL SEAL
DIANA L SPRADLIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov 24, 2022

"LESSOR"

By: Dorothy L. Duewer
Name: Dorothy L. Duewer

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3rd day of March, 2019, by Dorothy L. Duewer.

"OFFICIAL SEAL"
HANNAH CATHRYN DUEWER
Notary Public, State of Illinois
My Commission Expires 5/16/2020

Hannah Cathryn Duewer
Printed Name: Hannah Cathryn Duewer
Notary Public in and for the State of IL
My Commission Expires: 5/16/2020

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the Counties of Morgan and Sangamon, and State of Illinois, to-wit:

A part of the East half of the Southwest quarter of Section Fourteen (14), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, situated in the Counties of Sangamon and Morgan and the State of Illinois, more particularly described as follows: Commencing at the Southeast corner of the East half of the Southwest quarter of said Section 14, thence South 89°59'35" West 463.3 feet along the South line of the East half of the Southwest quarter of said Section 14 to the point of beginning; thence continuing South 89°59'35" West 868.0 feet along the South line of the East half of the Southwest quarter of said Section 14 to the Southwest corner of the East half of the Southwest quarter of said Section 14; thence North 0°07'00" East 2,642.8 feet along the West line of the East half of the Southwest quarter of said Section 14 to the Northwest corner of the East half of the Southwest quarter of said Section 14; thence North 89°53'55" East 863.1 feet along the North line of the East half of the Southwest quarter of said Section 14; thence South 0°00'30" West 2,644.2 feet along a line parallel with the East line of the East half of the Southwest quarter of said Section 14 to the point of beginning, said tract containing 52.53 acres, more or less, and subject to Township Road right of way.

Tax Parcel References:	1514300002 (2.5 acres; farmland)
	26140300003 (50.3 acres; farmland)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626116
Receipt #: 18145633
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:49:17 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 7, 2019 (the "Effective Date"), by and between Carolyn B. Drinkwater, as Trustee of the Carolyn B. Drinkwater Living Trust, created by Declaration of Trust dated March 31, 2014 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Carolyn B. Drinkwater
Name: Carolyn B. Drinkwater, as Trustee of the Carolyn B. Drinkwater Living Trust, created by Declaration of Trust dated March 31, 2014

THE STATE OF TN §
§
COUNTY OF Blount §

This instrument was acknowledged before me on the 7 day of March, 2019 by Carolyn B. Drinkwater, as Trustee of the Carolyn B. Drinkwater Living Trust, created by Declaration of Trust dated March 31, 2014.

Printed Name: Joy Wellman
Notary Public in and for the State of TN
My Commission Expires: 1-3-2022

[SEAL]

JOY WELLMAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF BLOUNT

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 27th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1 and 2:

A tract of land lying in and being a part of Fractional Section Five (5) and a part of Fractional Section Six (6), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, and being more fully described as follows: From a point marking the Southwest corner of the Northwest Quarter of Section 8, said point also being the Southeast corner of the Northeast Quarter of Fractional Section 7, all in Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, run North 89°45'22" West along the South line of the Northeast Quarter of the aforementioned Fractional Section 7 a distance of 988.16 feet; thence North 01°34'16" West 3226.65 feet to the true point of beginning; thence continue North 01°34'16" West 3026.35 feet; thence North 89°50'17" East 1392.45 feet; thence South 89°29'11" East 68.48 feet; thence South 00°00' West 3035.16 feet; thence North 89°45'22" West 1377.97 feet to the point of beginning, containing 98.745 acres, more or less, with the above described being subject to an access easement being the East 12.50 feet of the South 1124.20 feet of the above described tract, and also, along with the right of ingress and egress over and across a 25.00 feet wide strip of land being 12.50 feet each side of the following described line; From a point marking the Southwest corner of the Northwest Quarter of the aforementioned Section 8, said point also being the Southeast corner of the Northeast Quarter of the aforementioned Fractional Section 7, run South 89°36'43" East along the South line of the Northwest Quarter of said Section 8 a distance of 301.34 feet to the true point of beginning of said 25.00 feet wide strip of land; thence North 00°00' East 4349.26 feet to the point of termination of said 25.00 feet wide strip of land, as per survey of Marvin J. Likes, Illinois Registered Land Surveyor, #35-2150 during September of 1989.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625954
Receipt #: 18145470 Total Fees: $60.00
Pages Recorded: 9 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:19 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 5, 2019 (the "Effective Date"), by and between Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; Timothy L. Becker and Sue E. Becker, husband and wife; and Marc A. Becker and Vikkie L. Becker, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and

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conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Carl J Becker
Name: Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009

THE STATE OF Texas §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on the 5th day of March, 2019, by Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009.

Irasema Ratliff
Printed Name: Irasema Ratliff
Notary Public in and for the State of Texas
My Commission Expires: 03-31-2022

[SEAL] IRASEMA RATLIFF Notary ID #129768018 My Commission Expires March 31, 2022

By: Bonita A. Becker
Name: Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009

THE STATE OF Texas §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on the 5th day of March, 2019, by Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009.

Irasema Ratliff
Printed Name: Irasema Ratliff
Notary Public in and for the State of Texas
My Commission Expires: 03-31-2022

[SEAL] IRASEMA RATLIFF Notary ID #129768018 My Commission Expires March 31, 2022

"LESSOR"

By: Timothy L. Becker
Name: Timothy L. Becker

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Timothy L. Becker.

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20

LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020
[SEAL]

By: Sue E. Becker
Name: Sue E. Becker

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Sue E. Becker.

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20

LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020
[SEAL]

"LESSOR"

By: Marc A. Becker
Name: Marc A. Becker

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Marc A. Becker.

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20

[SEAL]
LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020

By: Vikkie L. Becker
Name: Vikkie L. Becker

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Vikkie L. Becker.

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20

LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020
[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the Fractional Northwest Quarter of Fractional Section Five (5), and the Fractional Northeast Quarter and Part of the Southeast Quarter of the Fractional Northeast Quarter of Fractional Section Six (6); All in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, bounded and described as follows: Beginning at a point 19 chains and 90 links South of the North line of the Fractional Northwest Quarter of Fractional Section 5 and 5 chains East of the West line of said Fractional Northwest Quarter of Fractional Section 5, thence running South 67 rods and 5 1/2 feet, thence West 21 chains and 18 links, thence North 67 rods and 5 1/2 feet, thence East 21 chains and 18 links, to the place of beginning;

Also the following described real estate: Beginning at a point in the center of the public road 28 chains and 49 links North and 1 chain and 52 links West of the Southwest corner of the Fractional Northwest Quarter of Fractional Section 6 in Township 15 North and Range 8 West of the Third Principal Meridian, thence North 22 chains and 96 links to a rock in the center of the public road, thence East 2 chains to a rock in the Northeast corner of Fractional Section 1 in Township 15 North and Range 9 West of the Third Principal Meridian, thence East 80 chains and 96 links to a rock, thence South 19 chains and 90 links, thence West 40 chains and 23 links, thence South 9 chains and 44 links, thence West 29 chains and 53 1/2 links, thence North 4 chains, more or less, thence West 5 chains and 75 links, thence North 3 chains, thence West 6 chains and 62 1/2 links to the place of beginning, containing 198.78 acres, more or less;

Also beginning at the Northwest corner of Fractional Section 5 in Township 15 North and Range 8 West of the Third Principal Meridian, thence East 5 chains to a rock, thence South 19 chains and 90 links to a rock, thence West about 5 chains to a rock, and thence North 19 chains and 90 links to the place of beginning, containing 9.95 acres, more or less.

Except therefrom the following: Part of the Fractional Northwest Quarter of Section 6 in Township 15 North and Range 8 West, and also Part of the Fractional Northeast Quarter of Section 1 in Township 15 North and Range 9 West of the Third Principal Meridian, and being more particularly described as follows: Beginning at the intersection of the North line of Section 6 in Township 15 North and Range 8 West of the Third Principal Meridian, and the Northwesterly right of way line of Illinois Route 123 (formerly SBI Route 3), thence Southwesterly along said right of way line extended to a point in the center of the original North-South public road, thence North along said original centerline to the line between Township 15 North and Township 16 North, thence East along said Township line to the point of beginning, subject to highways as now located. Said parcel containing 1.9 acres, more or less.

ALSO except therefrom the following: A part of the Northwest Quarter of Section Six (6), Township Fifteen (15) North, Range Eight (8) West and a part of the Northeast Quarter of Section One (1), Township Fifteen (15) North, Range Nine (9) West, all in the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Northwest corner of said Section 6; thence along the North line of said Section 6, North 89°47'51" East, 80.440 meters

(263.91 feet) to a point on the Westerly existing right of way line of IL Route 123 being the point of beginning; thence continuing along said North line of Section 6, North 89°47'51" East, 20.622 meters (67.66 feet); thence continuing along said North line of Section 6, North 89°47'47" East, 9.000 meters (29.53 feet); thence South 44°15'13" West, 66.431 meters (217.95 feet); thence Southwesterly on a curve to the left having a radius of 305.380 meters (1,001.90 feet) and a chord bearing of South 21°44'35" West, a chord distance of 233.833 meters (767.17 feet) and an arc distance of 239.959 meters (787.26 feet); thence South 00°46'04" East, 166.687 meters (546.87 feet); thence South 01°20'26" East, 32.344 meters (106.12 feet); thence South 90° West, 12.325 meters (40.44 feet) to the centerline of IL Route 123; thence along said Centerline, North 00°46'04" West, 275.597 meters (904.19 feet) to the Westerly existing right of way line of IL Route 123; thence Northeasterly along said existing right of way line on a curve to the right having a radius of 326.524 meters (1,071.27 feet) and a chord bearing North 28°32'19" East, a chord distance of 176.879 meters (580.31 feet) and an arc distance of 179.116 meters (587.65 feet); thence continuing along said existing right of way, North 44°15'13" East, 45.684 meters (149.88 feet) to the point of beginning, containing 0.1448 hectare (0.358 acres) in addition to 0.6910 hectare (1.707 acres) of existing right of way for a total of 0.8358 hectare (2.065 acres) more or less.

Situated in Morgan County, Illinois.

Also Except:

Part of the Fractional Northwest Quarter of Section Six (6), Township Fifteen (15) North, Range Eight (8) West and also part of the Fractional Northeast Quarter of Section One (1), Township Fifteen (15) North, Range Nine (9) West, all in the Third Principal Meridian, Morgan County, Illinois. being more particularly described as follows: Commencing at the Northwest corner of the Fractional Northwest Quarter of Section Six (6), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian; thence South 00°00'00" East along the West line of said Fractional Northwest Quarter a distance of 901.42 feet to the True Point of Beginning; thence North 87°29'32" East 112.07 feet; thence South 01°47'17" East 42.25 feet; thence North 87°06'04" East 38.54 feet; thence South 69°34'41" East 52.71 feet; thence South 02°20'58" West 57.79 feet; thence South 85°06'27" West 50.33 feet; thence North 89°22'38" West 224.67 feet to a point on the East right-of-way line of County Highway 123 (Old IL Rte. 123); thence North 00°13'38" West along said East right-of-way line a distance of 119.98 feet; thence North 87°29'32" East 76.95 feet to the True Point of Beginning. Said parcel containing 0.71 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625955
Receipt #: 18145470 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:20 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 5, 2019 (the "Effective Date"), by and between Marc Becker and Vikkie Becker, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Marc Becker
Name: Marc Becker

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Marc Becker.

LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020
[SEAL]

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20

By: Vikkie Becker
Name: Vikkie Becker

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Vikkie Becker.

LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020
[SEAL]

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the Northeast quarter of Section 31, Township 16 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, being further described as follows: Beginning at a point 323.65 feet East and 1519.27 feet South of the Northeast corner of the Northwest quarter of said Section 31, thence South 88°49'13" East, 332.61 feet, more or less to the West Right-of-Way line of a public road previously known as Illinois Route 123; thence South 00°14'27" East along said Right-of-Way line, 310.02 feet; thence North 88°48'58" West, 332.61 feet; thence North 00°04'23" West, 310.00 feet, more or less to the point of beginning. Said tract contains 2.366 acres more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625956
Receipt #: 18145470
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:21 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 5, 2019 (the "Effective Date"), by and between Timothy L. Becker and Sue E. Becker, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Timothy L. Becker
Name: Timothy L. Becker

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Timothy L. Becker.

LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020
[SEAL]

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20

By: Sue E. Becker
Name: Sue E. Becker

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Sue E. Becker.

LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20
[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the Fractional Northwest Quarter of Section Six (6), Township Fifteen (15) North, Range Eight (8) West and also part of the Fractional Northeast Quarter of Section One (1), Township Fifteen (15) North, Range Nine (9) West, all in the Third Principal Meridian, Morgan County, Illinois. being more particularly described as follows: Commencing at the Northwest corner of the Fractional Northwest Quarter of Section Six (6), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian; thence South 00°00'00" East along the West line of said Fractional Northwest Quarter a distance of 901.42 feet to the True Point of Beginning; thence North 87°29'32" East 112.07 feet; thence South 01°47'17" East 42.25 feet; thence North 87°06'04" East 38.54 feet; thence South 69°34'41" East 52.71 feet; thence South 02°20'58" West 57.79 feet; thence South 85°06'27" West 50.33 feet; thence North 89°22'38" West 224.67 feet to a point on the East right-of-way line of County Highway 123 (Old IL Rte. 123); thence North 00°13'38" West along said East right-of-way line a distance of 119.98

feet; thence North 87°29'32" East 76.95 feet to the True Point of Beginning. Said parcel containing 0.71 acres, more or less.

ALSO, a non-exclusive easement for ingress to and egress from said real estate, over and across the following:

Part of the Fractional Northwest Quarter of Section Six (6), Township Fifteen (15) North, Range Eight (8) West and also part of the Fractional Northeast Quarter of Section One (1), Township Fifteen (15) North, Range Nine (9) West, all in the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at the Northwest corner of the Fractional Northwest Quarter of Section Six (6), Township Fifteen (15) North, Range Eight (8)

West of the Third Principal Meridian; thence South 00°00'00" East along the West line of said Fractional Northwest Quarter a distance of 901.42 feet; thence South 87°29'32" West 76.95 feet to a point on the East right-of-way line of County Highway 123 (Old IL Rte. 123); thence South 00°13'38" East along said East right-of-way line a distance of 119.98 feet to the True Point of Beginning; thence South 89°22'38" East 224.67 feet; thence South 00°37'22" West 40.00 feet; thence North 89°22'38" West 224.08 feet to a point on said East right-of-way line; thence North 00°13'38" West along said right-of-way line a distance of 40.00 feet to the True Point of Beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626105
Receipt #: 18145632
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:44:31 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~200~~ 3; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 7, 2019 (the "Effective Date"), by and between Joshua J. Adkins, a/k/a Joshua Adkins, a ~~single /~~ married person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

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Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Joshua J. Adkins, a/k/a Joshua Adkins

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 7 day of March, 2019, by Joshua J. Adkins, a/k/a Joshua Adkins.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021
[SEAL]

_____
Printed Name: Andrew White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

Spouse's Signature (if applicable)*

By: _____
Name: Moriah K. Adkins

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 7 day of March, 2019, by Moriah K Adkins, spouse.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021
[SEAL]

_____
Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 26th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2:

The East Half of the Northwest Quarter of Section Twenty-six (26); Thirty-one and one-half (31½) acres off of the East side of the West Half of the Northwest Quarter of Section Twenty-six(26); Part of the West Half of the Northeast quarter of Section Twenty-six(26), more particularly described as: Beginning at the southwest corner of said half-quarter Section and running thence East nine and ninety-four hundredths (9.94) chains, thence North four and three-fourths (4¾ths) degrees West Ten and Thirteen hundredths (10.13) chains, thence North Twelve (12) degrees West nineteen and fourteen hundredths (19.14) chains, thence North seventeen (17) degrees West eleven and fifty-six hundredths (11.56) chains to the North line of said half-quarter Section, thence West to the Northwest corner of said half-quarter Section, and thence South to the place of beginning, except that part thereof used for school purposes and the right of way of the Chicago, Burlington & Quincy Railroad; All in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, in the County of Morgan and State of Illinois.

EXCEPTING all that part of said lands lying North and East of the center line of State Route 104, which traverses said lands.

Tract 3:

48.5 acres, more or less, off the West side of the West half of the Northwest quarter of Section Twenty-six (26) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT that part taken for highway purposes, being approximately Two (2) acres, and ALSO EXCEPT the following: Part of the West half (W½) of the Northwest quarter (NW¼) of Section Twenty-six (26), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Beginning at a stone at the Southwest corner of the Northwest quarter (NW¼) of said Section Twenty-six (26); thence on an assumed bearing of North 00°45'00" East a distance of 293.00 feet to an iron rod; thence South 89°55'19" East a distance of 263.00 feet to an iron rod; thence South 79°02'25" East a distance of 545.57 feet to an iron rod; thence South 00°45'00" West a distance of 190.00 feet to an iron rod on the South line of the Northwest quarter (NW¼) of said Section Twenty-six (26); thence North 89°55'19" West along the South line of said Northwest quarter (NW¼) a distance of 799.97 feet to the point of beginning.

Tract 4:

The Northwest Quarter of the Northeast Quarter of Section 35 in Township 13 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625957
Receipt #: 18145470 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:22 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 5, 2019 (the "Effective Date"), by and between Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009; and Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

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merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Carl J. Becker
Name: Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009

THE STATE OF Texas §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on the 5th day of March, 2019, by Carl J. Becker, Trustee of the Carl J. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009.

Irasema Ratliff
Printed Name: Irasema Ratliff
Notary Public in and for the State of Texas
My Commission Expires: 03-31-2022

[SEAL] IRASEMA RATLIFF
Notary ID #129768018
My Commission Expires
March 31, 2022

By: Bonita A. Becker
Name: Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009

THE STATE OF Texas §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on the 5th day of March, 2019, by Bonita A. Becker, Trustee of the Bonita A. Becker Living Trust, created by Declaration of Living Trust dated July 1, 2009.

Irasema Ratliff
Printed Name: Irasema Ratliff
Notary Public in and for the State of Texas
My Commission Expires: 03-31-2022

[SEAL] IRASEMA RATLIFF
Notary ID #129768018
My Commission Expires
March 31, 2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The West One Hundred Twenty-three (123) acres of the South Half of the North Half of Section Two (2), except the East Three Hundred Eighty-seven (387) feet of said One Hundred Twenty-three (123) acres, and also, except part of the Northwest Quarter of Section Two (2) described as:

> Beginning at the Southwest corner of said Northwest Quarter and running thence East 417 feet and 5 inches, thence North 417 feet and 5 inches, thence West 417 feet and 5 inches, thence South 417 feet and 5 inches to the point of beginning;

All in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, subject to highways as now located, situated in Morgan County, Illinois.

Tract 2:

Part of the Fractional Northwest Quarter of Section Six (6), Township Fifteen (15) North, Range Eight (8) West and also part of the Fractional Northeast Quarter of Section One (1), Township Fifteen (15) North, Range Nine (9) West, all in the Third Principal Meridian, Morgan County, Illinois, and being more particularly described as follows: Beginning at the intersection of the North line of Section 6, Township 15 North, Range 8 West of the Third Principal Meridian; and the Northwesterly right-of-way line of Illinois Route 123 (formerly S.B.I.

Route 3); thence Southwesterly along said right of way line extended to a point in the center of the original North-South public road; thence North along said Original Centerline to the line between Township 15 North and Township 16 North; thence East along said Township line to the point of beginning, subject to highways as now located. Said parcel containing 1.9 acres, more or less, except that part thereof conveyed by the Grantors to the People of the State of Illinois by Warranty Deed dated February 11, 1997, and recorded February 26, 1997, as Document No. 463570, in the Recorder's Office of Morgan County, said part being described as follows:

> A part of the Northwest Quarter of Section Six (6), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Northwest corner of said Section 6; thence along the North line of said Section 6, North 89°47'51" East, 80.440 meters (263.91 feet) to a point on the Westerly existing right of way line of IL Route 123, also being the point of beginning; thence along said existing right of way line, South 44°15'13" West, 45.684 meters (149.88 feet); thence Southwesterly along a curve to the left having a radius of 326.524 meters (1,071.27 feet) an arc length of 153.638 meters (504.06 feet) and a chord bearing of South 30°46'27" West, a chord length of 152.225 meters (499.42 feet) to the East existing right of way line of the public road; thence along said East right of way line, North 01°10'23" West, 8.690 meters (28.51 feet); thence Northeasterly along a curve to the right having a radius of 329.380 meters (1,080.64 feet) an arc length of 146.738 meters (481.42 feet) and a chord bearing of North 31°29'28" East, a long chord distance of 145.528 meters (477.45 feet); thence North 01°28'29" West, 22.256 meters (73.02 feet) to the North line of said Section 6; thence along said North line, North 89°47'51" East, 26.327 meters (86.37 feet) to the point of beginning, containing 0.0623 hectare (0.154 acre) in addition to 0.0181 hectare (0.045 acre) of existing right of way for a total of 0.0804 hectare (0.199 acre) more or less.

Tracts 3-4:

Part of Lot Two (2) in the Northwest Quarter of Section Five (5) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, described as follows: Beginning at a point 33 chains North of the Southeast corner of said quarter section, and running thence West 16.14 chains, thence North 1.37 chains, thence East 16.14 chains, and thence South 1.37 chains to the place of beginning;

The West Half of Lot One (1) in the Northeast Quarter of Section Five (5) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian;

ALSO, beginning 15.68 chains East of the quarter section corner between Sections 5 and 6 in said Township and Range, thence North 31.40 chains, thence East 3.15 chains, thence North 2.97 chains, thence East 5.14 chains, thence South 1.37 chains, thence East 16.14 chains, thence North 6.83 chains, thence East 19.85 chains, thence South 18.91 chains, thence West 19.83 chains, thence South 20.60 chains, thence West 24.03 chains to the place of beginning, being part of Section 5 in Township and Range aforesaid, subject to highways as now located.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626117
Receipt #: 18145633
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:49:18 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 6, 2019 (the "Effective Date"), by and between David Andrew Leinberger, a/k/a David A. Leinberger, a single person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: David A. Leinberger
Name: David Andrew Leinberger, a/k/a David A. Leinberger

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 6th day of March, 20 19, by David Andrew Leinberger, a/k/a David A. Leinberger.

Virginia L. Bayless
Printed Name: Virginia L. Bayless
Notary Public in and for the State of Illinois
My Commission Expires: 08-18-2020

[SEAL]
OFFICIAL SEAL
VIRGINIA L. BAYLESS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08-18-2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 27th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2:

The East half of the Southeast quarter of Section Ten (10) and the West half of the Southwest quarter of Section Eleven (11) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian. Situated in Morgan County, Illinois.

Except Parcels A and B set forth below:

Parcel "A":

Part of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 10 and part of the West Half (W 1/2) of the Southwest Quarter of Section 11, all in Township 15 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois being more particularly described as follows:

Beginning at the Southwest corner of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 10, T. 15 N., R. 9 W. of the 3rd P.M.; thence North 1476 feet; thence East 1328 feet; thence South 1476 feet; thence West 1328 feet to the point of beginning.

Said parcel containing 45.0 acres, more or less.

Parcel "B":

The North 567 feet of the East 1152.4 feet of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of

Section 11, Township 15 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 3-4:

The South Half of the South Half of the Southwest Quarter of Section 2, and the Northwest 32.37 acres of the Northwest Quarter of Section 11, all in Township 15 North, Range 9 West of the Third Principal Meridian, County of Morgan, State of Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625958
Receipt #: 18145470 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:23 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 5, 2019 (the "Effective Date"), by and between DJL Farm, LLC, a Utah limited liability company ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

DJL Farm, LLC, a Utah limited liability company

By: _____
Name: Donald Amon Leinberger
Title: Manager

THE STATE OF NV §
§
COUNTY OF Clark §

This instrument was acknowledged before me on the 5th day of March, 2019, by Donald Amon Leinberger, as Manager for DJL Farm, LLC, a Utah limited liability company.

TOYNET M. SHARP
Notary Public State of Nevada
No. 17-4233-1
My Appt. Exp. December 1, 2021

[SEAL]

_____
Printed Name: Toynet M. Sharp
Notary Public in and for the State of NV
My Commission Expires: 12-01-21

By: _____
Name: Judith Leinberger
Title: Manager

THE STATE OF NV §
§
COUNTY OF Clark §

This instrument was acknowledged before me on the 5th day of March, 2019, by Judith Leinberger, as Manager for DJL Farm, LLC, a Utah limited liability company.

TOYNET M. SHARP
Notary Public State of Nevada
No. 17-4233-1
My Appt. Exp. December 1, 2021

[SEAL]

_____
Printed Name: Toynet M. Sharp
Notary Public in and for the State of NV
My Commission Expires: 12-01-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The North Half of the South Half of the Southwest Quarter of Section Two (2) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian in the County of Morgan.

Tract 2:

The North Half of the Southwest Quarter of Section Two (2) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian in the County of Morgan.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626118
Receipt #: 18145633
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:49:19 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 8, 2019 (the "Effective Date"), by and between Andrew H. Leinberger Family Trust under Will by its Co-Trustees Donald A. Leinberger and Karl G. Leinberger ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

ANDREW H. LEINBERGER FAMILY TRUST UNDER WILL

By: _____
Name: Donald A. Leinberger, Co-Trustee

THE STATE OF NV §
§
COUNTY OF Clark §

This instrument was acknowledged before me on the 5th day of March, 2019, by Donald A. Leinberger, Co-Trustee of the Andrew H. Leinberger Family Trust under Will.

TOYNET M. SHARP
Notary Public State of Nevada
No. 17-4233-1
My Appt. Exp. December 1, 2021

[SEAL]

_____
Printed Name: Toynet M. Sharp
Notary Public in and for the State of NV
My Commission Expires: 12-01-21

By: _____
Name: Karl G. Leinberger, Co-Trustee

THE STATE OF Illinois §
§
COUNTY OF Cook §

This instrument was acknowledged before me on the 8th day of March, 2019, by Karl G. Leinberger, Co-Trustee of the Andrew H. Leinberger Family Trust under Will.

OFFICIAL SEAL
SHERYL STONE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/11/2019

[SEAL]

_____
Printed Name: Sheryl Stone
Notary Public in and for the State of IL
My Commission Expires: 8/11/19

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 26th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

Part of the West Half of the East Half of Section 4 described as follows: Beginning at a point 52 chains 86½ links South of the Northwest corner of the West Half of the Northeast Quarter of Section 4 and running thence South 7 chains 55 links, thence East to the East line of the West Half of the East Half of said Section 4, thence North 7 chains 55 links to the South line of Lot 7 and thence West along the South line of said Lot 7 to the place of beginning; being Lot 8 as shown on the plat of lands recorded in the Recorder's Office in Chancery Record 1 at page 305;

Part of the West Half of the Southeast Quarter of Section 4, described as follows: Beginning at a point 60 chains 41½ links South of the Northwest corner of the West Half of the Northeast Quarter of said Section 4, and running thence South to the Southwest corner of said half quarter section, thence East to the Southeast corner of said half quarter section, thence North to a point directly East of the place of beginning, and thence West to the place of beginning;

The West Half of Twenty-seven acres off of the North end of the West Half of the Northeast Quarter of Section 9;

Part of the West Half of the Northeast Quarter of Section 9, described as follows: Beginning at the middle of the main channel of the North fork of the Mauvaisterre Creek on the West line of said half quarter section, and running thence North 23 rods, thence Southeasterly with the middle of the County Road as laid out and used in 1874, 32 rods, thence South to the middle of the main channel of said Creek, and thence down the middle of said channel of said Creek to the place of beginning;

All in Township 15 North, Range 9, West of the Third Principal Meridian;

That part of the East Half of the Northwest Quarter of Section 10, bounded and described as follows: Beginning at the point of intersection with the West line of the East Half of the Northwest Quarter of Section 10, with the middle of Mauvaisterre Creek, running thence North 23.8 chains to the North line of the said Northwest Quarter, thence East 9.62 chains, thence South 25.12 chains to the middle of said Creek, and thence with the meanderings of said Creek westerly to the place of beginning;

That part of the East Half of the Northeast Quarter of Section 9 and part of the West Half of the Northwest Quarter of Section 10, lying North of Mauvaisterre Creek;

The Southeast Quarter of the Northeast Quarter, also known as the East Half of Lot 1 of said Northeast Quarter, and the East Half of the Southeast Quarter of Section 4;

Part of the West Half of Section 3, bounded and described as follows: Beginning at the Southwest corner of said Section and running thence North 61.1 chains, thence East 21.22 chains, thence South 60.9 chains, thence West 22.76 chains to the place of beginning;

That part of the East Half of the Northeast Quarter of Section 9, bounded and described as follows: Beginning at the Southeast corner of the East Half of the Northeast Quarter, and running thence North to the middle of the North fork of Mauvaisterre Creek, thence down said creek with its meanderings to the West line of the East Half of the Northeast Quarter, thence South to the Southwest corner of the East Half of the Northeast Quarter, and thence East to the place of beginning, except that part of said tract lying west of a line four rods East of a line running North and South through said tract, midway between the East and West lines thereof;

The West Half of the Northwest Quarter of Section 10, lying South of the North fork of Mauvaisterre Creek;

That part of the West Half of the Southeast Quarter of the Northwest Quarter of Section 10, lying South of the North fork of Mauvaisterre Creek;

The East Half of Twenty-seven acres off of the North end of the West Half of the Northeast Quarter of Section 9;

All in Township 15 North, Range 9 West of the Third Principal Meridian;

The West Half of the Northeast Quarter of the Southeast Quarter of Section 9;

Part of the Northeast Quarter of Section 9 described as follows: Beginning at a point 14.56 chains South and 9.22 chains West from a stone in the Northeast corner of said quarter section, thence running West 10.89 chains, thence South 7 chains, thence West 10.50 chains, thence North 2 chains to the center of the Channel of Mauvaisterrre Creek, thence down the Channel of said Creek in a Southwesterly direction to the intersection of said center line of said Channel with a line running North and South, parallel with and 4.61 chains East of the West line of said quarter section, thence South to the South line of said quarter section, thence East to a point 9.22 chains West of the Southeast corner of said quarter section, thence North to the place of beginning;

All in Township 15 North, Range 9 West of the Third Principal Meridian;

The East Half of the East Half of the Southeast Quarter of Section 9;

The Southwest Quarter of Section 10;

The West Half of the Southeast Quarter of Section 10;

The West Half of the Northeast Quarter of Section 15;

All that part of Lot 1 in School Commissioners Subdivision of Section 16 lying North and West of the public road running diagonally across said lot;

All in Township 15 North, Range 9 West of the Third Principal Meridian;

All of the above described lands being situated in the County of Morgan and State of Illinois.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625959
Receipt #: 18145470 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:24 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 5, 2019 (the "Effective Date"), by and between Marc A. Becker, a married person; and Timothy L. Becker, a married person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Marc A. Becker
Name: Marc A. Becker

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Marc A. Becker.

LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020
[SEAL]

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20

Spouse's Signature:*

By: Vikkie Becker
Name: Vikkie Becker

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Vikkie Becker, spouse.

LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020
[SEAL]

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20

"LESSOR"

By: Timothy L. Becker
Name: Timothy L. Becker

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Timothy L. Becker.

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20

[SEAL]
LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020

Spouse's Signature:*

By: Sue E. Becker
Name: Sue E. Becker

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of March, 2019, by Sue E. Becker, spouse.

Linda L. Wallbaum
Printed Name: Linda L. Wallbaum
Notary Public in and for the State of Illinois
My Commission Expires: 8-10-20

[SEAL]
LINDA L WALLBAUM
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 10, 2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

Part of the East half of the Northwest quarter of Section Thirty-four (34), Township Sixteen (16) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Beginning at the Northeast corner of said half quarter section, running thence South 26.54 chains, thence in a Westerly direction along the center line of a public road to the West line of said East half, thence North along the West line of said East half to the North line of Section Thirty-four (34), thence East along the North line of Section Thirty-four (34) to the point of beginning.

Tract 2-3:

PARCEL A:
Part of the East half (E½) of the Southeast quarter (SE¼) of Section Ten (10) and part of the West half (W½) of the Southwest quarter (SW¼) of Section Eleven (11), all in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Beginning at the Southwest corner of the East half of the Southeast quarter of Section 10, Township 15 North, Range 9 West of the Third Principal Meridian; thence North 1476 feet; thence East 1328 feet; thence South 1476 feet; thence West 1328 feet to the point of beginning.

PARCEL B:
The North 567 feet of the East 1152.4 feet of the West half (W½) of the Southwest quarter (SW¼) of Section Eleven (11), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625960
Receipt #: 18145470 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:25 AM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 200
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of March 5, 2019 ("**Effective Date**"), by and between **Gavin Duewer and Hannah Duewer, husband and wife** (collectively, "**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Gavin and Hannah Duewer
3249 Loami Road
Alexander, IL 62601
Telephone: 217-370-7275

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 200
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: Gavin Duewer
Name: Gavin Duewer

THE STATE OF Illinois §
§
COUNTY OF Macoupin §

This instrument was acknowledged before me on the 5 day of March, 20 19 by Gavin Duewer.

Kara L Bridges
Printed Name: Kara L Bridges
Notary Public in and for the State of Illinois
My Commission Expires: 4-8-2021

[SEAL] OFFICIAL SEAL
KARA L. BRIDGES
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 04-08-2021

By: Hannah Duewer
Name: Hannah Duewer

THE STATE OF Illinois §
§
COUNTY OF Macoupin §

This instrument was acknowledged before me on the 5 day of March, 20 19 by Hannah Duewer.

Kara L Bridges
Printed Name: Kara L Bridges
Notary Public in and for the State of Illinois
My Commission Expires: 4-8-2021

[SEAL] OFFICIAL SEAL
KARA L. BRIDGES
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 04-08-2021

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 12th day of March, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

Part of the East Half (E1/2) of the Northeast Quarter (NE1/4) of Section Ten (10) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, to-wit:

Beginning at the Southwest corner of said Half Quarter Section; thence North along the West line of said Half Quarter Section a distance of 185 feet to a point; thence East 262 feet to a point, thence South along a line parallel to the West line of said Half Quarter Section 185 feet to a point, which is the center line of the County Road; thence West 262 feet along the center line of said County Road to the place of beginning.

Tax Parcel References: 1510200003 (1.11 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625961
Receipt #: 18145470
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:26 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 7, 2019 (the "Effective Date"), by and between The Richard R. Duewer Revocable Trust dated July 28, 2015 and the Therese M. Duewer Revocable Trust dated July 28, 2015 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

7

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Richard Duewer
Name: Richard Duewer,
Trustee of the Richard R. Duewer Revocable Trust
dated July 28, 2015

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28th day of February, 2019, by Richard Duewer, Trustee of the Richard R. Duewer Revocable Trust dated July 28, 2015.

Diana L Spradlin
Printed Name: Diana L. Spradlin
Notary Public in and for the State of IL
My Commission Expires: 11-24-22

[SEAL] OFFICIAL SEAL DIANA L SPRADLIN NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Nov 24, 2022

By: Therese M. Duewer
Name: Therese M Duewer,
Trustee of the Richard R. Duewer Revocable Trust
dated July 28, 2015

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28th day of February, 2019, by Therese M. Duewer, Trustee of the Richard R. Duewer Revocable Trust dated July 28, 2015.

Diana L Spradlin
Printed Name: Diana L. Spradlin
Notary Public in and for the State of IL
My Commission Expires: 11-24-22

[SEAL] OFFICIAL SEAL DIANA L SPRADLIN NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Nov 24, 2022

By: Therese M. Duewer
Name: Therese M. Duewer.
Trustee of the Therese M. Duewer Revocable Trust
dated July 28, 2015

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 7th day of March, 2019, by Therese M. Duewer, Trustee of the Therese M. Duewer Revocable Trust dated July 28, 2015.

Diana L Spradlin
Printed Name: Diana L. Spradlin
Notary Public in and for the State of IL
My Commission Expires: 11-24-22

OFFICIAL SEAL
DIANA L SPRADLIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov 24, 2022
[SEAL]

By: Richard Duewer
Name: Richard Duewer,
Trustee of the Therese M. Duewer Revocable Trust
dated July 28, 2015

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 7th day of March, 2019, by Richard Duewer, Trustee of the Therese M. Duewer Revocable Trust dated July 28, 2015.

Diana L Spradlin
Printed Name: Diana L. Spradlin
Notary Public in and for the State of IL
My Commission Expires: 11-24-22

OFFICIAL SEAL
DIANA L SPRADLIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov 24, 2022
[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 12th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The North half of the Northwest quarter of the Northwest quarter of Section 28, Township 14 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2:

The West half of the East half of the Northwest quarter of Section 28, Township 14 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 3:

That portion of the following described parcel located within Morgan County:

Part of the East half of the Southeast quarter of Section 10, Township 14 North, and Range 8 West of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said half quarter section, thence in an Easterly direction along the South line of said half quarter section to a point which is the Southeast corner of said half quarter section thence North along the East line of said half quarter section to a point which is the center of the railroad right-of-way of the Chicago and Alton Railway Company thence in a West/Southwesterly direction along the center line of said railroad right-of-way to that point where the same intersects the West line of said half quarter section, thence in a Southerly direction along the West line of said half quarter section to the Southwest corner of said half quarter section, which is the point of beginning.

EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

Commencing at a railroad spike at the Southwest corner of the East half of the Southeast quarter of Section 10; thence North 0 degrees 38 minutes 08 seconds West along the West line of the East half of the Southeast quarter of Section 10, a distance of 545.00 feet to the point of beginning;

From the point of beginning; thence continuing along said line, a distance of 220.00 feet; thence North 88 degrees 53 minutes 24 seconds East along a line parallel to the South line of the Southeast quarter of Section 10, a distance of 535.00 feet; thence South 0 degrees 38 minutes 08 seconds East along a line parallel to the West line of the East half of the Southeast quarter of Section 10, a distance of 220.00 feet; thence South 88 degrees 53 minutes 24 seconds West along a line parallel to the South line of the Southeast quarter of Section 10, a distance of 535.00 feet to the point of beginning, containing 2.702 acres, more or less.

Tract 4:

The West half of the Southwest quarter of Section 10, all in Township 14 North and Range 8 West of the Third Principal Meridian lying South of the right-of-way of the Railroad. Situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626119
Receipt #: 18145633
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:49:20 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 12, 2019 (the "Effective Date"), by and between Carol Grady, a single person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Carol Grady

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12 day of March, 2019, by Carol Grady.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

_____
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 28th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

A part of the East Half of the West Half, and of the West Half of the West Half of the East Half of Section 31 in Township 16 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at the Northwest corner of said East Half of the West Half of Section 31, thence East along the North line of said Section 31, 30.04 chains, more or less, to the Northeast corner of said West Half of the West Half of the East Half of Section 31, thence South along the East line of said West Half of the West Half of the East Half of Section 31, 13.78 chains, thence West 30.06-3/4 chains to the West line of the East Half of the West Half of Section 31, thence North along said West line 13.78 chains to the place of beginning, containing 41.41 acres, more or less, EXCEPT the following property conveyed to the Grantees hereof by deed recorded in Deed Drawer 7, Document No. 262648, in the Recorder's Office of Morgan County, Illinois:

> A part of the East Half of the West Half and of the West Half of the West Half of the East Half of Section 31 in Township 16 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at the Northwest corner of said East Half of the West Half of Section 31, thence East along the North line of said Section 31, 30.04 chains, more or less, to the Northeast corner of said West Half of the West Half of the East Half of Section 31, thence South along the East line of said West Half of the West Half of the East Half of Section 31, 13.78 chains to the point of beginning,
>
> thence West 210 feet, thence North 210 feet, thence East 210 feet, thence South 210 feet to the place of beginning, containing one (1) acre, more or less, subject to highways as now located;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625962
Receipt #: 18145470 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:27 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 8, 2019 (the "Effective Date"), by and between Hayes and Jones Farmland, LLC, an Illinois limited liability company ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

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Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Hayes and Jones Farmland, LLC,
an Illinois limited liability company

By: Rosemary Hayes Jones
Name: Rosemary Hayes Jones
Title: Manager

THE STATE OF Virginia §
§
City/COUNTY OF Alexandria §

This instrument was acknowledged before me on the 8th day of March, 2019, by Rosemary Hayes Jones, as Manager for Hayes and Jones Farmland, LLC, an Illinois limited liability company.

ROBERT EDWARD WETZEL
NOTARY PUBLIC
REGISTRATION # 7804300
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES SEPT. 30, 2022

[SEAL]

Robert Edward Wetzel
Printed Name: Robert Edward Wetzel
Notary Public in and for the State of Virginia
My Commission Expires: September 30, 2022

"LESSOR"

Hayes and Jones Farmland, LLC,
an Illinois limited liability company

By: Deborah Hayes
Name: Deborah Hayes
Title: Manager

THE STATE OF CO §
§
COUNTY OF Arapahoe §

This instrument was acknowledged before me on the 07th day of March, 2019, by Deborah Hayes, as Manager for Hayes and Jones Farmland, LLC, an Illinois limited liability company.

NICHOLAS J PARKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184037898
MY COMMISSION EXPIRES SEPTEMBER 24, 2022

Printed Name: Nicholas Parker
Notary Public in and for the State of Colorado
My Commission Expires: 09/24 September 24, 2022

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 18th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West Half of the Northwest Quarter of Section 23 in Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

And:

The Southwest Quarter of the Northwest Quarter of Section 15 in Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626605
Receipt #: 18146403
Pages Recorded: 26
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 5/29/2019 10:43:30 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 25, 2019 (the "Effective Date"), by and between Ceres Properties, L.L.C., an Illinois limited liability company ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

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Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Ceres Properties, L.L.C., an Illinois limited liability company

By: The Revocable Living Trust of Mark Fletcher, Member

By: _____
Name: Mark A. Fletcher
Title: Trustee

THE STATE OF ILLINOIS §
§
COUNTY OF MADISON §

This instrument was acknowledged before me on the 6th day of MAY, 2019, by Mark A. Fletcher, Trustee of The Revocable Living Trust of Mark Fletcher, as Member of Ceres Properties, L.L.C., an Illinois limited liability company.

OFFICIAL SEAL
BARBARA HEDGEPATH
Notary Public - State of Illinois
My Commission Expires Jul 31, 2019

[SEAL]

Barbara Hedgepath
Printed Name: BARBARA HEDGEPATH
Notary Public in and for the State of ILLINOIS
My Commission Expires: 7-31-19

"LESSOR"

Ceres Properties, L.L.C., an Illinois limited liability company

By: The Living Trust of Mark Mestemacher, Member

By: *
Name: Mark D. Mestemacher
Title: Trustee

THE STATE OF ILLINOIS §
§
COUNTY OF MADISON §

This instrument was acknowledged before me on the 25th day of FEBRUARY, 2019, by Mark D. Mestemacher, Trustee of The Living Trust of Mark Mestemacher, as Member of Ceres Properties, L.L.C., an Illinois limited liability company.

[SEAL]

OFFICIAL SEAL
BARBARA HEDGEPATH
Notary Public - State of Illinois
My Commission Expires Jul 31, 2019

Barbara Hedgepath
Printed Name: BARBARA HEDGEPATH
Notary Public in and for the State of ILLINOIS
My Commission Expires: 7-31-19

Ceres Properties, L.L.C., an Illinois limited liability company

By: The Living Trust of Mark Mestemacher, Member

By: *
Name: Carol Mestemacher
Title: Trustee

THE STATE OF ILLINOIS §
§
COUNTY OF MADISON §

This instrument was acknowledged before me on the 25th day of FEBRUARY, 2019, by Carol Mestemacher, Trustee of The Living Trust of Mark Mestemacher, as Member of Ceres Properties, L.L.C., an Illinois limited liability company.

[SEAL]

OFFICIAL SEAL
BARBARA HEDGEPATH
Notary Public - State of Illinois
My Commission Expires Jul 31, 2019

Barbara Hedgepath
Printed Name: BARBARA HEDGEPATH
Notary Public in and for the State of ILLINOIS
My Commission Expires: 7-31-19

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13th day of May, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2:

Part of the East Half of the Northeast Quarter of Section Eight (8) and part of the West Half of the Northwest Quarter of Section Nine (9), all in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Commencing at an iron pipe (found) at the Northwest corner of Section Nine (9), also being the Northeast corner of Section Eight (8) of Township Fourteen (14) North, Range Nine (9) West of said Third Principal Meridian; thence South 88°04'20" West along the North line of said Section Eight (8) a distance of 123.00 feet to a P.K. Nail (set) at the True Point of Beginning; thence continuing South 88°04'20" West along said North line 1,175.84 feet to a P.K. Nail (set) at the Northwest corner of the East Half of the Northeast Quarter of said Section Eight (8); thence South 00°01'53" West along the West line of the East Half of said Northeast Quarter a distance of 2,439.58 feet to an iron rod (set); thence North 89°05'14" East 2,637.92 feet to an iron rod (set) on the East line of the West Half of the Northwest Quarter of said Section Nine (9); thence North 00°10'40" West along the East line of said West Half a distance of 2,449.63 feet to a P.K. Nail (set) on the North line of said Section Nine (9); thence South 89°38'23" West along the North line of said Section Nine (9) a distance of 1,006.02 feet to a P.K. Nail (set); thence South 00°12'46" East along a line parallel to the West line of said Section Nine (9) a distance of 405.86 feet to an iron rod (set); thence South 89°38'23" West 447.50 feet to an iron rod (set); thence North 00°12'46" West along a line parallel to the East line of said Section Eight (8) a distance of 402.50 feet, more or less, to the Point of Beginning, containing 144.15 acres, more or less, subject to any existing easements or road right of way of record.

Tracts 3-6:

The East Half of the Northwest Quarter of Section Nine (9); Part of the West Half of the Northeast Quarter of Section Nine (9) described as follows: Beginning at the Northwest corner of said Half Quarter Section, and running South one hundred twenty (120) rods, thence East forty (40) rods, thence North one hundred twenty (120) rods, and thence West forty (40) rods to the place of beginning; containing thirty (30) acres;

The South Half of the Southwest Quarter of the Northeast Quarter of Section Nine (9), Ten (10) acres off of the North end of the Northwest Quarter of the Southeast Quarter of Section Nine (9); Ten (10) acres off of the North end of the Northeast Quarter of the Southwest Quarter of Section Nine (9); All in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, in the County of Morgan and State of Illinois.

Tracts 7-9:

The South Half of the Northeast Quarter of Section Thirteen (13); and

The Southeast Quarter of the Northwest Quarter of Section Thirteen (13), except Twenty-three and ninety-three hundredths (23.93) acres conveyed to the City of Jacksonville, described as follows:

> The West 16.81 acres of the Southeast Quarter of the Northwest Quarter of Section 13, also 7.12 acres, more or less, out of said quarter quarter section described as starting at the Southeast corner of said quarter quarter section, thence running West 400 feet for a point of beginning, thence running North 330 feet to a point, thence running North 45° East a distance of 560 feet to a point on the East line of said quarter quarter section, thence running West a distance of 750 feet, more or less, to a point, thence running South a distance of 720 feet, more or less, to a point on the South line of the said quarter quarter section, thence running East on the South line of the said quarter quarter section a distance of 350 feet, more or less, to the point of beginning;

and

The West Half of the Southeast Quarter of Section Thirteen (13), except the following described real estate:

> Commencing at the Southwest corner of the Southeast Quarter of Section Thirteen (13), thence North 90°00'00" East along the South line of said Quarter Section a distance of 574 feet to the True Point of Beginning; thence North 00°00'0" West 290 feet; thence North 90°00'00" East 325 feet; thence South 00°00'00" East 290 feet to a point on the South line of said Quarter Section; thence North 90°00'00" West along said South line 325 feet; to the True Point of Beginning, containing 2.16 acres, more or less.

Also the following:

Beginning at the Northeast corner of the East half of the Southeast Quarter of Section 13 and running thence West 80 rods, thence South 8 rods and thence on a straight line to the place of beginning.

All in Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 10-12:

Part of the Northwest quarter (NW¼) of Section Twenty-four (24) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Beginning at a stone at the Southwest corner of the Northwest quarter of Section 24 in Township 14 North and Range 10 West of the Third Principal Meridian; thence North 90°00'00" East along the South line of said quarter-section a distance of 1,729.06 feet; thence North 0°00'00" East a distance of 418.97 feet; thence South 90°00'00" West a distance of 664.00 feet; thence North 0°43'00" West a distance of 424.94 feet; thence South 89°40'12" West a distance of 1,063.1 feet, more or less, to a point on the West line of the Northwest quarter of said Section 24, said point being 837.76 feet North of the Southwest corner of said Northwest quarter; thence South a distance of 837.76 feet to the point of beginning.

AND

Part of the Northwest quarter (NW¼) of Section Twenty-four (24) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Beginning at a point 1,348.98 feet East and 885.52 feet North of a stone at the Southwest corner of the Northwest quarter of Section 24 in Township 14 North and Range 10 West of the Third Principal Meridian; thence North 0°19'48" West a distance of 300.42 feet; thence North 89°40'12" East a distance of 1,265 feet, more or less, to a point on the East line of the Northwest quarter of said Section 24, thence North to the Northeast corner of said quarter section; thence West to the Northwest corner of said Section 24; thence South along the West line of said Section 24 to a point 877.76 feet North of a stone at the Southwest corner of the Northwest quarter of Section 24; thence Easterly to the point of beginning.

AND

Part of Lot No. Two (2) in the Southwest quarter (SW¼) of Section Eighteen (18) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; and ALSO a part of the Northeast quarter (NE¼) of the Southeast quarter (SE¼) of Section Thirteen (13) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, all in Morgan County, Illinois, being more particularly described as follows: Commencing at the Southeast corner of Lot No. 2 in the Southwest quarter of Section 18 in Township 14 North and Range 9 West of the Third Principal Meridian; thence North along the East line of said Lot No. 2 a distance of 1,731.75 feet to the true point of beginning; thence continuing North 588 feet, more or less, to the Southeast corner of 11 acres off the North end of Lot No. 2 in the Southwest quarter of said Section 18; thence West to the Southwest corner of said 11 acres; thence North to the Northeast corner of the Northeast quarter of the Southeast quarter of Section 13 in Township 14 North and Range 10 West; thence Southwesterly to a point 132 feet South of the Northwest corner of said quarter-quarter section; thence South 00°33'41" East along said quarter-quarter section line a distance of 608 feet, more or less, to a point 1,905.5 feet North of the South line of said Section 13; thence North 89°54'07" East 1,293.4 feet; thence North 88°12'06" East 1,486.7 feet, more or less, to the true point of beginning.

Tract 13:

Beginning at an iron rod marking the Northeast corner of the Southwest Quarter of Section Seventeen (17) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; thence (along bearings referenced to the Illinois State Plane Coordinate System NAD 1983, West Zone) South 00°29'37" East a distance of 1,270.12 feet along the East line of the Southwest Quarter of said Section 17 to an iron rod; thence South 85°06'49" West a distance of 1,059.48 feet to an iron rod; thence North 00°14'48" East a distance of 1,344.02 feet to an iron rod on the North line of the Southwest Quarter of said Section 17; thence North 89°06'01" East a distance of 1,039.03 feet along said North line to the place of beginning.

Tracts 14-20:

Lot One (1) in the Southwest Quarter of Section Eighteen (18) and the West half of the Southeast Quarter of Section Eighteen (18), all in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, EXCEPT the West Three Hundred Thirty (330) feet of said Lot One (1), situated in Morgan County, Illinois; and ALSO EXCEPT part of Lot 1 in the Southwest Quarter of Section 18 in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 18, Township 14 North, Range 9 West of the Third Principal Meridian; thence South 89 degrees 31 minutes 14 seconds West along the South line of said Southwest Quarter a distance of 1,335.85 feet to the Southwest corner of Lot 1 in said Southwest Quarter; thence North 00 degrees 19 minutes 28 seconds West along the West line of said Lot 1 a distance of 1,141.14 feet to the true point of beginning; thence continuing North 00 degrees 19 minutes 28 seconds West along said West line a distance of 503.69 feet; thence South 89 degrees 54 minutes 10 seconds East a distance of 408.24 feet to a set iron rod; thence South 00 degrees 10 minutes 47 seconds East a distance of 148.00 feet to a set iron rod; thence South 85 degrees 43 minutes 19 seconds West a distance of 115.00 feet to a set iron rod; thence South 00 degrees 52 minutes 29 seconds East a distance of 337.00 feet to a set iron rod; thence South 88 degrees 10 minutes 23 seconds West a distance *of 296.46* feet to the true point of beginning;

Situated in Morgan County, Illinois.

AND

The East half of the Southeast Quarter of Section Eighteen (18) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Situated in Morgan County, Illinois.

AND

The Southwest Quarter of Section Seventeen (17) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT the following part thereof: Beginning at an iron rod marking the Northeast corner of the Southwest Quarter of Section 17 in Township 14 North and Range 9 West of the Third Principal Meridian; thence (along bearings referenced to the Illinois State Plane Coordinate System NAD 1983, West Zone) South 00 degrees 29 minutes 37 seconds East a distance of 1,270.12 feet along the East line of the Southwest Quarter of said Section 17, to an iron rod; thence South 85 degrees 06 minutes 49 seconds West a distance of 1,059.48 feet to an iron rod; thence North 00 degrees 14 minutes 48 seconds East a distance of 1,344.02 feet to an iron rod on the North line of the Southwest Quarter of said Section 17; thence North 89 degrees 06 minutes 01 seconds East a distance of 1,039.03 feet along said North line to the place of beginning.

Situated in Morgan County, Illinois.

AND

The East half of the Northeast Quarter of Section 24 in Township 14 North and Range 10 West of the Third Principal Meridian, Morgan County, Illinois.

AND

The North Half of the Northeast Quarter of Section 19 in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

AND

The West 330 feet of Lot 1 in the Southwest Quarter of Section 18 in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois; EXCEPTING the following: Part of Lot 1 in the Southwest Quarter of Section 18 in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 18, Township 14 North, Range 9 West of the Third Principal Meridian; thence South 89 degrees 31 minutes 14 seconds West along the South line of said Southwest Quarter a distance of 1,335.85 feet to the Southwest corner of Lot 1 in said Southwest Quarter; thence North 00 degrees 19 minutes 28 seconds West along the West line of said Lot 1 a distance of 1,141.14 feet to the true point of beginning; thence continuing North 00 degrees 19 minutes 28 seconds West along said West line a distance of 503.69 feet; thence South 89 degrees 54 minutes 10 seconds East a distance of 408.24 feet to a set iron rod; thence South 00 degrees 10 minutes 47 seconds East a distance of 148.00 feet to a set iron rod; thence South 85 degrees 43 minutes 19 seconds West a distance

of 115.00 feet to a set iron rod; thence South 00 degrees 52 minutes 29 seconds East a distance of 337.00 feet to a set iron rod; thence South 88 degrees 10 minutes 23 seconds West a distance *of 296.46* feet to the true point of beginning; and ALSO EXCEPT part of Lot 1 in the Southwest Quarter of Section 18 in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 18, Township 14 North, Range 9 West of the Third Principal Meridian; thence South 89 degrees 31 minutes 14 seconds West along the South line of said Southwest Quarter a distance of 1,335.85 feet to the Southwest corner of Lot 1 in said Southwest Quarter; thence North 00 degrees 19 minutes 28 seconds West along the West line of said Lot 1 a distance of 1,644.83 feet to the true point of beginning; thence continuing North 00 degrees 19 minutes 28 seconds West along said West line a distance of 300 feet; thence South 89 degrees 54 minutes 10 seconds East a distance of 330 feet; thence South parallel with the West line of said Lot 1 a distance of 300 feet; thence North 89 degrees 54 minutes 10 seconds West a distance of 330 feet, more or less, to the true point of beginning.

Tract 21-22:

The East half of the West half of the East half of the Northeast quarter of Section Twenty-five (25) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

AND

The West half of the East half of the East half of the Northeast quarter of Section Twenty-five (25) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 23-25:

The West half of the West half of the Northeast quarter of Section Twenty-five (25) in Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT for the following two parcels:

Parcel A: Beginning at the Northwest corner of said half-half quarter section; thence South along the West line thereof 208.71 feet; thence East, parallel with the North line of said half-half quarter section, 208.71 feet; thence North, parallel with the West line of half-half quarter section, 208.71 feet, to the North line thereof; thence West along the North line of said half-half quarter section to the point of beginning.

Parcel B: A part of the Northeast quarter of Section 25, Township 14 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Northwest corner of the Northeast quarter of said Section 25; thence South 89 degrees 37 minutes 20 seconds East (bearings based on the Illinois State Plane Coordinate System NAD-83 (2009 ADJ) Illinois West Zone) 424.94 feet along the North line of the Northeast quarter of said Section 25 to an iron rod, said iron rod being the point of beginning; thence continuing South 89 degrees 37 minutes 20 seconds East 30.00 feet to an iron rod; thence South 00 degrees 18 minutes 07 seconds West 779.92 feet to an iron rod; thence North 84 degrees 36 minutes 10 seconds West 118.07 feet to an iron rod; thence North 37 degrees 29 minutes 11 seconds West 100.95 feet to an iron rod; thence North 04 degrees 52 minutes 54 seconds West 123.15 feet to an iron rod; thence North 77 degrees 43 minutes 52 seconds East 164.53 feet to an iron rod; thence North 00 degrees 18 minutes 07 seconds East 531.24 feet to the point of beginning, containing 1.26 acres, more or less, subject to all rights of way and easements of record. (Said Parcel B being also known as Lot 1 in Craig's Subdivision to Morgan County, Illinois.)

AND

The East half of the West half of the Northeast quarter; the West half of the West half of the East half of the Northeast quarter, all located in Section Twenty-five (25) in Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 26-28:

The West half of the Southwest fractional quarter of Section Eighteen (18) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT THE FOLLOWING DESCRIBED TRACT:

Beginning at the point of intersection of the Northerly right-of-way line of County Highway No. 3 and the Westerly line of said Section 18, thence North along the said Westerly line of Section 18 to the point of intersection with the Southerly line of the North half of said Section 18, thence East along said Southerly line to the point of intersection with the Northerly right-of-way line of said County Highway No. 3, thence West along said Northerly right-of-way line to the point of beginning, containing 5.85 acres, more or less.

The East half of the Southwest quarter and the West half of the Southeast quarter of Section Eighteen (18) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT THE FOLLOWING DESCRIBED PARCELS:

a. Beginning at the Northwest corner of the East half of the Southwest quarter of said Section 18, thence East 165 feet, thence South 215 feet, thence West 165 feet, thence North to the place of beginning.

b. Commencing at a mag nail at the Northwest corner of the East half of the Southwest quarter of said Section 18, thence North 88°30'11" East (basis of bearing is the Illinois State Plane Coordinate System, NAD 83, Illinois West Zone) along the North line of the East half of said Southwest quarter a distance of 165.00 feet to a mag nail at the Northeast corner of a parcel of land conveyed to Gary M. Bland and Robyn E. Bland by Warranty Deed, recorded as Document No. 384419 on April 26, 1980 in the Office of the Recorder of Morgan County, thence South 00°06'30" East along the East line of said Bland parcel a distance of 43.76 feet to an iron rod on the South right-of-way line of County Highway No. 3, said iron rod being the true point of beginning;

Thence continuing South 00°06'30" East a distance of 171.24 feet to an iron rod at the Southeast corner of said Bland parcel; thence South 88°30'11" West a distance of 165.00 feet to an iron rod at the Southwest corner of said Bland parcel, said iron rod also being on the West line of the East half of said Southwest quarter; thence South 00°06'30" East along the West line of the East half of said Southwest quarter a distance of 707.00 feet to an iron rod; thence North 88°30'11" East a distance of 754.00 feet to an iron rod; thence North 00°06'30" West a distance of 877.95 feet to an iron rod on the South right-of-way line of County

Highway No. 3; thence South 88°31'51" West along said right-of-way line a distance of 589.00 feet to the true point of beginning.

c. Commencing at a mag nail at the Northwest corner of the East half of the Southwest quarter of said Section 18; thence North 88°30'11" East (basis of bearing is the Illinois State Plane Coordinate System, NAD 83, Illinois West Zone) along the North line of the East half of said Southwest quarter a distance of 754.00 feet; thence South 00°06'30" East a distance of 291.13 feet to an iron rod, said iron rod being the true point of beginning;

Thence South 52°30'39" East a distance of 294.22 feet to an iron rod; thence South 80°26'47" East a distance of 113.18 feet to an iron rod; thence South 00°06'30" East a distance of 227.92 feet to an iron rod; thence North 85°58'58" West a distance of 116.78 feet to an iron rod; thence South 00°18'28" East a distance of 107.67 feet to an iron rod; thence South 86°18'00" West a distance of 229.05 feet to an iron rod; thence North 00°06'30" West a distance of 540.04 feet to the true point of beginning.

d. Commencing at a mag nail at the Northwest corner of the East half of the Southwest quarter of said Section 18; thence North 88°30'11" East (basis of bearing is the Illinois State Plane Coordinate System, NAD 83, Illinois West Zone) along the North line of the East half of said Southwest quarter a distance of 754.00 feet; thence South 00°06'30" East a distance of 44.05 feet to an iron rod on the South right-of-way line of County Highway No. 3, said iron rod being the true point of beginning;

Thence North 88°31'51" East along said South right-of-way line of County Highway No. 3 a distance of 1855.48 feet to a mag nail on the East line of the West half of the Southeast quarter of said Section 18; thence South 00°27'32" East along the East line of the East half of Southeast quarter of said Section 18 a distance of 1657.86 feet to an iron rod; thence North 71°42'47" West a distance of 151.64 feet to an iron rod; thence North 37°25'49" West a distance of 132.45 feet to an iron rod; thence North 18°49'02" West a distance of 124.38 feet to an iron rod; thence North 28°48'25" West 80.86 feet to an iron rod; thence North 67°47'02" West a distance of 179.36 feet to an iron rod; thence North 57°58'40" West a distance of 72.87 feet to an iron rod; thence North 52°04'14" West a distance of 306.40 feet to an iron rod; thence North 48°21'11" West a distance of 168.63 feet to an iron rod; thence North 48°55'45" West a distance of 607.99 feet to an iron rod; thence North 83°53'53" West a distance of 166.11 feet to an iron rod; thence North 80°26'47" West a distance of 113.18 feet to an iron rod; thence North 52°30'39" West a distance of 294.22 feet to an iron rod; thence North 00°06'30" West a distance of 247.08 feet to the true point of beginning.

AND

One Hundred Five (105) acres off of the North end of the Northwest quarter of Section Nineteen (19) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT THE FOLLOWING TRACTS:

a. Beginning at the Southeast corner of said above 105 acre tract, said corner being a point on the East line of the Northwest quarter of Section 19, Township 15 North, Range 9 West of the Third Principal Meridian, thence South 89°24'33" West along the South line of said 105 acre tract a distance of 1,284.7 feet; thence North 00°17'46" East a distance of 1,143.2 feet; thence South 87°59'44" West a distance of 273.3 feet; thence North 13°44'56" West a distance of 134.4 feet, more or less, to a point on the existing Southerly right-of-way line of I-72 (F.A. Route 408); thence Northeasterly along said existing Southerly right-of-way line a distance of 1,612.5 feet, more or less, to a point on the East line of the Northwest quarter of above said Section 19; thence South 00°00'00" West along the East line of said Northwest quarter a distance of 1,505.3 feet, more or less, to the point of beginning.

b. Commencing at the Southeast corner of above said 105 acre tract, said corner being a point on the East line of the Northwest quarter of Section 19, Township 15 North, Range 9 West of the Third Principal Meridian; thence South 89°24'33" West along the South line of said 105 acre tract a distance of 1,284.7 feet to the true point of beginning: Thence North 00°17'46" East a distance of 1,143.2 feet; thence South 87°59'44" West a distance of 273.3 feet; thence North 13°44'56" West a distance of 134.4 feet, more or less, to a point on the existing Southerly right-of-way line of I-72 (F.A. Route 408); thence Southwesterly along said Southerly highway right-of-way line a distance of 1,354 feet, more ore less, to the intersection with the existing Easterly right-of-way line of Fox Lane; thence Southeasterly along said Easterly right-of-way line a distance of 617 feet, more or less, to a point on the South line of above said 105 acre tract; thence North 89°24'33" East along the South line of said tract a distance of 1,237 feet, more or less, to the true point of beginning.

Tracts 29-30:

Part of the South half of Section Thirty-two (32) in Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at the center of said Section 32, running thence East 80 rods, thence South 110 rods, thence West 80 rods, thence South 3 rods, thence West 70 rods, thence North 113 rods, thence East 70 rods to the place of beginning, EXCEPT 6.25 acres in the Northeast quarter of the Southwest quarter of said section, described as: Beginning at an iron pipe at intersection of the South right-of-way line of an existing public road and the East right-of-way line of an existing private road, thence South 0°00' East along the East right-of-way line of said private road a distance of 699 feet to an iron pipe, thence South 88°37'25" East a distance of 363 feet to an iron pipe, thence North 3°59'02" East a distance of 706.57 feet to an iron pipe on the South right-of-way line of an existing public road, thence North 89°36'10" West along the said South right-of-way line a distance of 412 feet to the point of beginning, said tract containing 6.25 acres, more or less; AND FURTHER EXCEPTING that part conveyed by Warranty Deed recorded May 6, 2010 as Document No. 576153, more particularly described as: Commencing at the Southeast corner of the Southeast quarter of the Southwest quarter of said Section 32, thence North 0° 34' 20" West 754.29 feet (deeded) along the East line of the Southeast quarter of the Southwest quarter of said Section 32 to the point of beginning: Thence South 89° 42' 43" West 1,178.91 feet along a line parallel with the South line of the Southeast quarter of the Southwest quarter of said Section 32 to a point 165 feet (deeded 10 rods) East of the West line of the Southeast quarter of the Southwest quarter of said Section 32; thence North 0° 42' 18" West 70.72 feet along a line parallel to the West line of the Southeast quarter of the Southwest quarter of said Section 32; thence North 89° 42' 43" East 1,179.07 feet along a line parallel with the South line of the Southeast quarter of the Southwest quarter of said Section 32 to a point on the East line of the Southeast quarter of the Southwest quarter of said Section 32; thence South 0° 34' 20" East 70.72 feet along the East line of the Southeast quarter of the Southwest quarter of said Section 32 to the point of beginning.

Tract 31:

The East Half of the Northwest Quarter of Section Nineteen (19), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 32-33:

All that part lying North of the road of Fifty (50) acres off of the North end of the East half of the Southwest quarter; The East half of the Northwest quarter in Section Nine (9), all in Township Sixteen (16) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois;

EXCEPT that part conveyed to Morgan County, Illinois by Warranty Deed recorded March 3, 2010 as Document #575165 described as follows: A part of the East half of the Southwest quarter of Section 9, Township 16 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois described as follows: Commencing at the Northeast corner of the Northwest quarter of said Section 9, thence along assumed bearings South 00 degrees 01 minutes 23 seconds East 3,306.35 feet along the East line of the West half of said Section 9 to the point of beginning being 45.00 feet left of Station 263+18.32 on the centerline of survey of County Highway 19 (Literberry-Prentice Road) as it is now surveyed and staked out by the Morgan County Highway Department; thence continuing South 00 degrees 01 minutes 23 seconds East 156.26 feet along the East line of the Southwest quarter of said Section 9 to a point being 49.81 feet right of Station 261+95.32; thence South 43 degrees 39 minutes 23 seconds West 188.66 feet to a point being 65.00 feet right of Station 260+20.00; thence South 66 degrees 39 minutes 03 seconds West 202.22 feet to a point on the existing centerline of County Highway 19 (Literberry-Prentice Road), said point being 47.96 feet right of Station 258+31.87; thence South 88 degrees 40 minutes 41 seconds West 689.69 feet along the existing centerline of County Highway 19 (Literberry-Prentice Road) to a point being 16.82 feet left of Station 251+55.52; thence Southwesterly 242.74 feet along the existing centerline of County Highway 19 (Literberry-Prentice Road) being a curve to the left having a radius of 358.17 feet, the chord of said curve bears South 69 degrees 15 minutes 45 seconds West 238.13 feet, to a point being 19.90 feet left of Station 249+20.90; thence South 49 degrees 50 minutes 48 seconds West 143.49 feet along the existing centerline of County Highway 19 (Literberry-Prentice Road) to a point on the West line of the East half of the Southwest quarter of said Section 9, said point being 13.86 feet right of Station 247+81.43; thence North 00 degrees 10 minutes 59 seconds East 70.05 feet along the West line of the East half of the Southwest quarter of said Section 9 to a point being 48.71 feet left of Station 248+12.94; thence North 69 degrees 09 minutes 46 seconds East 87.49 feet to a point being 40.00 feet left of Station 249+00.00; thence North 64 degrees 27 minutes 08 seconds East 77.68 feet to a point being 40.00 feet left of Station 249+77.68; thence Northeasterly 233.94 feet along a curve to the right having a radius of 805.00 feet, the chord of said curve bears North 71 degrees 46 minutes 40 seconds East 233.12 feet, to a point being 40.00 feet left of Station 252+00.00; thence North 82 degrees 01 minutes 06 seconds East 206.93 feet to a point being 55 feet left of Station 254+00.00; thence North 89 degrees 30

minutes 02 seconds East 292.49 feet to a point being 40.00 feet left of Station 257+00.00; thence North 68 degrees 15 minutes 44 seconds East 187.96 feet to a point being 50.00 feet left of Station 259+00.00; thence North 56 degrees 18 minutes 24 seconds East 186.40 feet to a point being 50.00 feet left of Station 261+00.00; thence North 43 degrees 03 minutes 55 seconds East 182.60 feet to a point being 45.00 feet left of Station 262+95.14; thence North 34 degrees 12 minutes 04 seconds East 23.17 feet to the point of beginning, containing 2.02 acres, more or less, of which 0.73 acre, more or less, is within the existing public road right of way.

Tract 34

That part of the East Half of the Southwest Quarter of Section 22, Township 13 North, Range 9 West of the Third Principal Meridian which lies South of the centerline of Thorndike Road in Morgan County, Illinois.

Tract 35

All that part of the North half (N½) of the Southeast quarter (SE¼) of Section Nine (9) in Township Sixteen (16) North and Range Nine (9) West of the Third Principal Meridian, lying North of the center of the County road running East and West along or near the North line thereof; The South half (S½) of the Northeast quarter (NE¼) of said Section Nine (9) and the South half (S½) of the North half (N½) of the Northeast quarter (NE¼) of said Section Nine (9), subject to highways as now located, EXCEPT that part of Tract I, described as follows: A tract of land situated in part of the Southwest quarter of the Northeast quarter and part of the Northwest quarter of the Southeast quarter of Section 9, both in Township 16 North and Range 9 West of the Third Principal Meridian, described as follows: Commencing at a stone found at the Northwest corner of said Northeast quarter of Section 9, thence on an assumed bearing for the purpose of this description South 0°06'15" East 2,532.06 feet along the West line of said Northeast quarter of Section 9 to the point of beginning, said point of beginning being in the existing West property line fence, from said point of beginning thence North 89°20'08" East 582.94 feet, thence South 2°48'08" East 232.96 feet to a point in the centerline of the Literberry-Prentice Road (S.A. Route 1-C, Section 13A - M.F.T.), thence Southwesterly along said centerline 111.07 feet along a curve to the right having a radius of 2,864.93 feet, the chord of said curve bears South 87°31'23" West 111.06 feet, thence South 88°37'50" West 180.90 feet along said centerline, 354.30 feet along a curve to the left, said curve being tangent to the last described line at the last described point and having a radius of 301.64 feet, thence North 68°40'10" West 30.00 feet to a point on the Northerly right-of-way line of said Literberry-Prentice Road, thence North 0°06'15" West 415.97 feet, more or less, along the West line of said quarter-quarter sections to the point of beginning, the North 240.0 feet, more or less, of the last described line being along the existing West property line fence, said tract contains 3.66 acres, more or less, including 0.46 acres, more or less, dedicated for right-of-way for Literberry-Prentice Road and presently used for roadway purposes. All situated in Morgan County, Illinois; and

FURTHER EXCEPTING the following conveyed to Morgan County, Illinois, described as follows: A part of the Southeast quarter of Section 9, Township 16 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Northwest corner of the Northeast quarter of said Section 9; thence along assumed bearings South 00 degrees 01 minutes 23 seconds East 2532.06 feet along the West line of the East half of said Section 9 to the Northwest corner of a parcel recorded in Document Number 444492 in the Recorder's Office of Morgan County; thence North 89 degrees 25 minutes 00 seconds East 582.94 feet along the North line of said parcel recorded in Document Number 444492 to the Northeast corner thereof; thence South 02 degrees 43 minutes 16 seconds East 202.96 feet along the East line of said parcel recorded in Document Number 444492 to a point on the Northerly existing right of way line of County Highway 19 (Literberry-Prentice Road), said point being the point of beginning and also being 48.27 feet left of Station 271+41.33 on the centerline of survey of County Highway 19 (Literberry-Prentice Road) as it is now surveyed and staked out by the Morgan County Highway Department; thence Easterly 14.38 feet along the Northerly existing right of way line of County Highway 19 (Literberry-Prentice Road) being a curve to the left having a radius of 2834.93 feet, the chord of said curve bears North 86 degrees 14 minutes 32 seconds East 14.38 feet to a point being 45.00 feet left of Station 271+54.32; thence North 73 degrees 15 minutes 22 seconds East 85.57 feet to a point being 50.00 feet left of Station 272+35.00; thence North 89 degrees 38 minutes 11 seconds East 169.31 feet to a point on the Northerly existing right of way line of County Highway 19 (Literberry-Prentice Road), said point being 30.00 feet left of Station 274+00.00; thence South 06 degrees 30 minutes 51 seconds East 30.00 feet to a point on the existing centerline of County Highway 19 (Literberry-Prentice Road), said point being 0.00 feet right of Station 274+00.00; thence South 83 degrees 29 minutes 09 seconds West 123.39 feet along the existing centerline of County Highway 19 (Literberry-Prentice Road) to a point being 0.07 feet left of Station 272+76.61; thence Westerly 145.57 feet along the existing centerline of County Highway 19 (Literberry-Prentice Road) being a curve to the right having a radius of 2864.93 feet, the chord of said curve bears South 84 degrees 56 minutes 29 seconds West 145.56 feet to a point being 19.24 feet left of Station 271+33.92; thence North 02 degrees 43 minutes 16 seconds West 30.00 feet to the point of beginning, containing 0.24 acres, more or less, of which 0.19 acres, more or less, is within the existing public road right of way.

Tracts 36-37:

The West 8½ acres of the North Half of the Northeast Quarter of the Northwest Quarter of Section Thirty-four (34), Township Thirteen (13) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

And:

Part of the Northwest Quarter of Section Thirty-four (34) in Township Thirteen (13) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at the Southeast corner of the Northwest Quarter of said Section 34, thence north along the East line of the Northwest Quarter of said Section 34, to a point 1,145.00 feet South of the Northeast corner of the South Half of the Northeast Quarter of the Northwest Quarter of said Section 34, said point being the Southeast corner of a tract of land conveyed by Donald D. Campbell and Sandra L. Campbell to Danny Reynolds and Geraldine Reynolds by Warranty Deed dated April 11, 1978, and recorded in Deed Drawer 4, Card 2572, in the Recorder's Office of Morgan County; thence West 300.00 feet, to the Southwest corner of said tract; thence North along the West line of said tract 868.00 feet, to the Northwest corner of said tract; thence West 462.00 feet along the South line of a tract of land conveyed by Donald Dale Campbell and Sandra Lee Campbell to William T. Ott and Ann R. Ott, by Warranty Deed dated and recorded November 22, 1991, as Document No. 412031, in the Recorder's Office of Morgan County; thence North, along the West line of said tract 277.00 feet, to the North line of the South Half of the Northeast Quarter of the Northwest Quarter of said Section 34; thence West along said North line to the Northwest corner of the South Half of the Northeast Quarter of the Northwest Quarter of said Section 34; thence North along the West line of the North Half of the Northeast Quarter of the Northwest Quarter of said Section 34, to the North line of the Northwest Quarter of said Section 34; thence West along the North line of the Northwest Quarter of said Section 34, 590.82 feet, more or less, to the Northeast corner of a tract of land conveyed by Hart's Prairie Baptist Church to Hart's Prairie Missionary Baptist Church by Warranty Deed dated August 22, 1973, and recorded in Deed Drawer 2, Card 1535, in the Recorder's Office of Morgan County; thence South 330.00 feet, more or less, to an iron rod at the Southeast corner of said tract of land; thence South 00 degrees 17 minutes 30 seconds East along an existing fence and its extension thereof, 1,574.50 feet to an existing fence corner post; thence North 89 degrees 12 minutes 00 seconds East along an existing fence line and its extension 1,149.00 feet to an iron rod; thence South 00 degrees 44 minutes 25 seconds East along an existing fence line and its extension 755.87 feet to an iron rod at an existing fence corner, located on the South line of the Northwest Quarter of said Section 34; thence East along said South line 751.00 feet, more or less, to the Point of Beginning.

Tracts 38-39:

A part of the South half (S½) of Section Fifteen (15) in Township Fourteen (14) North and Range Eleven (11) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Northeast corner of the Southeast quarter of said Section 15; thence South 89°51'30" West [bearings based on the Illinois State Plane Coordinate System NAD-83 (CORS 96) Illinois West Zone] 1,321.38 feet along the North line of the Southeast quarter of said Section 15 to the Northeast corner of the West half of the Southeast quarter of said Section 15, said corner being the point of beginning: Thence South 00°33'58" West 2,638.86 feet along the East line of the West half of the Southeast quarter of said Section 15 to the South line of the Southeast quarter of said Section 15; thence North 89°54'42" West 1,976.45 feet along the South line of said Section 15 to the Southwest corner of the East half of the East half of the Southwest quarter of said Section 15; thence North 00°29'55" East 2,450.87 feet along the West line of the East half of the East half of the Southwest quarter of said Section 15; thence North 89°51'30" East 180.00 feet; thence North 00°29'55" East 180.00 feet to the North line of the Southwest quarter of said Section 15; thence North 89°51'30" East 1,799.61 feet along the North line of the South half of said Section 15 to the point of beginning, containing 118.90 acres, more or less, subject to all road right-of-ways and easements of record, ALSO EXCEPT the following Three (3) tracts totaling 23.38 acres:

Tract 1: A part of the Southeast quarter of Section 15, Township 14 North, Range 11 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Northeast corner of the Southeast quarter of said Section 15; thence South 89°51'30" West [bearings based on the Illinois State Plane Coordinate System NAD-83 (CORS 96) Illinois West Zone] 1,321.38 feet along the North line of the Southeast quarter of said Section 15 to the Northeast corner of the West half of the Southeast quarter of said Section 15; thence South 00°33'58" West 1,037.35 feet along the East line of the West half of the Southeast quarter of said Section 15 to the point of beginning: Thence continuing South 00°33'58" West 637.73 feet along the East line of the West half of the Southeast quarter of said Section 15; thence North 89°39'57" West

433.08 feet; thence North 00°36'07" West 374.48 feet; thence North 85°45'33" East 232.07 feet; thence North 02°42'52" East 224.58 feet; thence North 84°32'41" East 202.15 feet to the point of beginning, containing 5.00 acres, more or less.

Tract 2: A part of the Southeast quarter of Section 15, Township 14 North, Range 11 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Northeast corner of the Southeast quarter of said Section 15; thence South 89°51'30" West [bearings based on the Illinois State Plane Coordinate System NAD-83 (CORS 96) Illinois West Zone] 1,321.38 feet along the North line of the Southeast quarter of said Section 15 to the Northeast corner of the West half of the Southeast quarter of said Section 15; thence South 00°33'58" West 1,675.08 feet along the East line of the West half of the Southeast quarter of said Section 15 to the point of beginning: Thence continuing South 00°33'58" West 963.78 feet along the East line of the West half of the Southeast quarter of said Section 15 to the South line of the Southeast quarter of said Section 15; thence North 89°54'42" West 598.35 feet along the South line of the Southeast quarter of said Section 15; thence North 01°18'51" West 836.69 feet; thence North 87°53'19" East 195.40 feet; thence North 00°36'07" West 121.67 feet; thence South 89°39'57" East 433.08 feet to the point of beginning, containing 13.04 acres, more or less.

Tract 3: A part of the Southwest quarter of Section 15, Township 14 North, Range 11 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Southwest corner of the Southwest quarter of said Section 15; thence South 89°54'42" East [bearings are based on the Illinois State Plane Coordinate System NAD-83 (CORS 96) Illinois West Zone] 1,976.45 feet along the South line of the Southwest quarter of said Section 15 to the Southwest corner of the East half of the East half of the Southwest quarter of said Section 15; said corner being the point of beginning: Thence North 00°29'55" East 611.68 feet along the West line of the East half of the East half of the Southwest quarter of said Section 15; thence South 89°54'42" East 383.64 feet; thence South 00°15'20" West 399.37 feet; thence South 07°54'47" West 214.29 feet to the South line of the Southwest quarter of said Section 15; thence North 89°54'42" West 357.68 feet along the South line of the Southwest quarter of said Section 15 to the point of beginning, containing 5.34 acres, more or less.

Tracts 40-44:

The East Half of the Southwest Quarter of Section Six (6);

Fifty (50) acres off of the South end of the West Half of the Southeast Quarter of Section Six (6);

The West Half of the Northeast Quarter of Section Seven (7);

The North Half of the Northwest Quarter of Section Seven (7) except the following:

> Commencing at the Southwest corner of the Northwest Quarter of said Section 7; thence on an assumed bearing of North 00°00'00" East along the West line of said Northwest Quarter a distance of 1,585 feet; thence North 90°00'00" East a distance of 947 feet to an iron rod at the true point of beginning: Thence continuing North 90°00'00" East a distance of 250 feet to an iron rod; thence South 01°30'00" East a distance of 244.5 feet, more or less, to a point on the existing North right-of-way of a public road (Gray Lane); thence South 89°54'00" West along said North right-of-way line a distance of 250 feet; thence North 01°30'00" West a distance of 244.9 feet, more or less, to the true point of beginning, said parcel containing 1.40 acres, more or less, together with an easement for ingress and egress over the following described real estate: Part of the Northwest Quarter of Section 7, Township 16 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of said Section 7; thence on an assumed bearing of North 0°00'00" East along the West line of said Northwest Quarter a distance of 1,585 feet; thence North 90°00'00" East a distance of 1,197 feet to the true point of beginning of the easement: Thence continuing North 90°00'00" East a distance of 30 feet; thence South 01°30'00" East a distance of 244.4 feet, more or less, to a point on the existing North right-of-way line of a public road (Gray Lane); thence South 89°54'00" West along said North right-of-way line a distance of 30 feet; thence North 01°30'00" West a distance of 244.5 feet, more or less, to the true point of beginning;

Twenty and one-half (20 ½) acres off of the East end of the South Half of the Northwest Quarter of Section Seven (7); and

The South Half of One Hundred Twenty-five (125) acres off of the West side of the Northwest Fractional Quarter of Section Seven (7) except the following described tract:

Beginning at the Southwest corner of the fractional Northwest Quarter of Section 7; thence North 0°00' East 1,322.8 feet along the centerline of Township road #224; thence South 89°58'40" East 955.00 feet along the centerline of Township road #258 to the point of beginning; thence South 89°58'40" East 752.55 feet along the centerline of Township road #258; thence South 2°28'40" East 391 feet to a point in the centerline of the existing ditch; thence Northwesterly 1,005 feet, more or less, along the centerline of the ditch, as it now exists, to the point of beginning, said tract containing 5.0 acres, more or less;

All in Township Sixteen (16) North and Range Nine (9) West of the Third Principal Meridian, in Morgan County, Illinois.

Tract 45:

A part of the South half of the Southeast quarter of the Southeast quarter of Section Thirteen (13), Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, described as follows using bearings reference to the Illinois State Plane Coordinate System NAD -83(2007) - West Zone: Beginning at a stone at the Southeast corner of the Southeast quarter of said Section 13; thence North 89 degrees 24 minutes 18 seconds West 236.46 feet along the South line of the Southeast quarter of Section 13 to the center of a tributary creek of Mauvaisterre Creek; thence following the centerline of said tributary creek for the next 18 calls, North 23 degrees 53 minutes 12 seconds West 27.07 feet; thence North 00 degrees 50 minutes 02 seconds West 85.93 feet; thence North 14 degrees 20 minutes 53 seconds West 81.00 feet; thence North 19 degrees 17 minutes 26 seconds West 41.66 feet; thence North 28 degrees 48 minutes 04 seconds West 65.55 feet; thence North 31 degrees 01 minutes 53 seconds West 69.41 feet; thence North 62 degrees 56 minutes 10 seconds West 44.22 feet; thence South 79 degrees 21 minutes 16 seconds West 41.92 feet; thence North 59 degrees 36 minutes 28 seconds West 16.58 feet; thence North 28 degrees 13 minutes 13 seconds West 83.81 feet; thence North 10 degrees 00 minutes 32 seconds West 42.82 feet; thence North 67 degrees 40 minutes 34 seconds West 39.83 feet; thence South 35 degrees 48 minutes 59 seconds West 67.66 feet; thence South 81 degrees 29 minutes 41 seconds West 77.36 feet; thence North 54 degrees 19 minutes 15

seconds West 58.19 feet; thence North 28 degrees 18 minutes 51 seconds East 104.98 feet; thence North 07 degrees 31 minutes 14 seconds East 72.14 feet; thence North 29 degrees 35 minutes 10 seconds West 40.54 feet; thence leaving the centerline of said tributary creek, North 00 degrees 14 minutes 46 seconds East 4.26 feet to the North line of the South half of the Southeast quarter of the Southeast quarter of said Section 13; thence South 89 degrees 45 minutes 14 seconds East 653.39 feet along the North line of the South half of the Southeast quarter of the Southeast quarter of said Section 13 to a concrete post on the East line of the Southeast quarter of said Section 13; thence South 00 degrees 03 minutes 33 seconds West 667.85 feet along the East line of the Southeast quarter of said Section 13 to the point of beginning, containing 6.51 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 625963
Receipt #: 18145470 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/5/2019 10:27:28 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of 25 February, 20 19 (the "Effective Date"), by and between Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust, under Trust Agreement dated April 1, 1996 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust, under Trust Agreement dated April 1, 1996

THE STATE OF ILLINOIS §
§
COUNTY OF MADISON §

This instrument was acknowledged before me on the 25th day of FEBRUARY, 2019, by Mark Fletcher, Trustee of the Mark Fletcher Revocable Living Trust, under Trust Agreement dated April 1, 1996.

OFFICIAL SEAL
BARBARA HEDGEPATH
Notary Public - State of Illinois
My Commission Expires Jul 31, 2019

Barbara Hedgepath
Printed Name: BARBARA HEDGEPATH
Notary Public in and for the State of ILLINOIS
My Commission Expires: 7-31-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101817
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The West Half of the Northeast Quarter of Section Twenty-Four (24), Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

Tax Parcel Reference: 1324200002 (80 acres)

Tract 2:

Part of the Northwest quarter (NW¼) of Section Twenty-four (24) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at a stone at the Southwest corner of the Northwest quarter of said Section 24, thence North 90°00'00" East along the South line of said quarter section a distance of 1,729.06 feet to the true point of beginning, thence North 0°00'00" East a distance of 418.97 feet, thence South 90°00'00" West a distance of 523.00 feet, thence North 35°56'54" East a distance of 300.43 feet, thence North 10°16'03" West a distance of 186.33 feet, thence North 0°19'48" West a distance of 340.42 feet, thence North 89°40'12" East a distance of 1,265 feet, more or less, to a point on the East line of the Northwest quarter of said Section 24, thence South a distance of 1,193 feet, more or less, to a stone at the Southeast corner of said quarter section, thence West a distance of 885.65 feet to the true point of beginning.

And:

Part of the Northwest quarter (NW¼) of Section Twenty-four (24) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Beginning at a point 1,349.22 feet East and 845.53 feet North of a stone at the Southwest corner of the Northwest quarter of said Section 24, thence North 0°19'48" West 40 feet, thence South 89°41'12" West 1,352.5 feet, more or less, to a point on the West line of the Northwest quarter of said Section 24, thence South along said West line a distance of 40 feet, thence North 89°40'12" East a distance of 1,353.1 feet, more or less, to the point of beginning.

Tax Parcel Reference: 1324100002 (33.16 acres)

Tract 3:

A part of the Northeast quarter of Section 25, Township 14 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Northwest corner of the Northeast quarter of said Section 25; thence South 89 degrees 37 minutes 20 seconds East (bearings based on the Illinois State Plane Coordinate System NAD-83 (2009 ADJ) Illinois West Zone) 424.94 feet along the North line of the Northeast quarter of said Section 25 to an iron rod, said iron rod being the point of beginning; thence continuing South 89 degrees

37 minutes 20 seconds East 30.00 feet to an iron rod; thence South 00 degrees 18 minutes 07 seconds West 779.92 feet to an iron rod; thence North 84 degrees 36 minutes 10 seconds West 118.07 feet to an iron rod; thence North 37 degrees 29 minutes 11 seconds West 100.95 feet to an iron rod; thence North 04 degrees 52 minutes 54 seconds West 123.15 feet to an iron rod; thence North 77 degrees 43 minutes 52 seconds East 164.53 feet to an iron rod; thence North 00 degrees 18 minutes 07 seconds East 531.24 feet to the point of beginning, containing 1.26 acres, more or less, subject to all rights of way and easements of record. (Also shown as Lot 1 on a Plat of Survey for Craig's Subdivision recorded July 29, 2011, as Document #584174.)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626120
Receipt #: 18145633
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:49:21 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 13, 2019 (the "Effective Date"), by and between Charles R. Robinson, Jr. and Sarah E. Robinson, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Charles R. Robinson, Jr.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 13 day of March, 2019, by Charles R. Robinson, Jr.

_____
Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: 6-22-19

[SEAL]

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

By: _____
Name: Sarah E. Robinson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 13 day of March, 2019, by Sarah E. Robinson.

_____
Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: 6-22-19

[SEAL]

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 28th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Southwest Quarter of the Southwest Quarter of Section 3, in Township 14 North, Range 9 West of the Third Principal Meridian, EXCEPT the following described tract:

Beginning 2 chains and 18 links West of the Southeast corner of said Quarter Quarter Section; thence running West 14 rods; thence North 11 rods and 14 feet; thence East 14 rods; thence South 11 rods and 14 feet to the place of beginning.

All of the above subject to public utility easements of record and as now located, and to that part of the premises taken, used or dedicated for roads and highways, right-of-way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

Less and Except:

Part of the Southwest Quarter (SW¼) of Section 3 and part of the Northwest Quarter (NW¼) of Section 10, all in Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Commencing at the Southwest corner of Section 3, Township 14 North, Range 9 West of the Third Principal Meridian; thence North 90°00'00" East along the South line of the Southwest Quarter (SW¼) of said Section 3 a distance of 738.19 feet to the true point of beginning; thence North 01" 09'01" East 190.51 feet; thence South 88°50'59" East 180.00 feet; thence South 01°09'01" West 223.74 feet to a point on the Northerly right-of-way line of County Highway No. 21; thence North 78°04'29" West along said Northerly right-of-way line a distance of 49.20 feet; thence Northwesterly along said right-of-way line curving to the left and having a radius of 2,576.64 feet a distance of 133.42 feet; thence North 01°09'01" East 2.49 feet to the true point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626121
Receipt #: 18145633
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:49:22 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 7, 2019 (the "Effective Date"), by and between Karen F. Middleton, a married person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

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Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Karen F. Middleton
Name: Karen F. Middleton

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 7th day of March, 2019, by Karen F. Middleton.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-19

[SEAL]

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Spouse's Signature*

By: David L. Middleton
Name: David L. Middleton

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 7th day of March, 2019, by David L. Middleton, spouse.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-19

[SEAL]

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 28th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Southwest Quarter of Section Eight (8) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT THE FOLLOWING:

Parcel A:
The West 60 acres of the Southwest Quarter of Section Eight (8) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Parcel B:
Part of the East 1183.25 feet of the Southwest Quarter (SW1/4) of Section 8, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois being more particularly described as follows: Commencing at a stone at the Southeast corner of the Southwest Quarter (SW ¼) of Section 8, Township 15 North, Range 8 West of the Third Principal Meridian; thence North 00° 00' 00" East along the East line of said Southwest Quarter (SW ¼) a distance of 2243.28 feet; thence North 89° 27' 33" West 778.36 feet to the True Point of Beginning; thence North 01° 08' 06" East 408 feet, more or less, to a point on the North line of said Quarter Section; thence West along said North line a distance of 405 feet, more or less, to a point 1183.25 feet West of the East line of said Quarter Section; thence South parallel with said East line a distance of 408 feet, more or less, to a point that has a bearing of North 89° 27' 33" West from the True Point of Beginning; thence South 89° 27' 33" East 405 feet, more or less, to the True Point of Beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626122
Receipt #: 18145633
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:49:23 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 12, 2019 (the "Effective Date"), by and between Thomas Ambrose Huot and Joan Elaine Huot, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

"OFFICIAL SEAL"
Susan L. Winters
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES June 29, 2019

By: Thomas A Huot
Name: Thomas Ambrose Huot

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12th day of March, 2019, by Thomas Ambrose Huot.

Susan L. Winters
Printed Name: Susan L. Winters
Notary Public in and for the State of IL
My Commission Expires: 6-29-19

[SEAL]

"OFFICIAL SEAL"
Susan L. Winters
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES June 29, 2019

By: Joan E. Huot
Name: Joan Elaine Huot

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12th day of March, 2019, by Joan Elaine Huot.

Susan L. Winters
Printed Name: Susan L. Winters
Notary Public in and for the State of IL
My Commission Expires: 6-29-19

[SEAL]

"OFFICIAL SEAL"
Susan L. Winters
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES June 29, 2019

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 26th day of March, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

_____
Notary Public, Commonwealth of Virginia

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Northwest quarter of the Southeast quarter of Section 8 in Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

JoAn is how she signed her name and Corrected spelling.

DSh

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626106
Receipt #: 18145632 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:44:32 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 27, 2019 (the "Effective Date"), by and between John Christopher Scott, a single ~~married~~ person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: John Christopher Scott

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 27 day of March, 2019 by John Christopher Scott.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

_____
Printed Name: Christina Mussatto
Notary Public in and for the State of IL
My Commission Expires: 12/19/21

[SEAL]

Spouse's Signature (if applicable)*

By: _____
Name: N/A

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 5th day of April 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

TRACT I:
The Northwest quarter (NW¼) of the Southwest quarter (SW¼) of Section Twenty-seven (27) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

TRACT II:
The Northeast quarter (NE¼) of the Southeast quarter (SE¼) of Section Twenty-eight (28) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626123
Receipt #: 18145633 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:49:24 AM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of March 19, 2019 ("**Effective Date**"), by and between William P. Barnes and E. Angela Barnes, husband and wife (collectively, "**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

William P. and E. Angela Barnes
3196 Hermes Road
Alexander, IL 62601

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: William P. Barnes
Name: William P. Barnes

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 19 day of March, 2019, by William P. Barnes.

Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: June 22, 2019

[SEAL]

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

By: E. Angela Barnes
Name: E. Angela Barnes

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 19 day of March, 2019, by E. Angela Barnes.

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: June 22, 2019
My Commission Expires:

[SEAL]

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 28th day of March, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Four (4), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at an iron pin at the West Quarter corner of said Section 4, thence North 90°00'00" East, 148.62 feet along the Quarter section line to an iron pin and the True Point of Beginning; thence North 39°56'10" East, 367.54 feet to an iron pin; thence South 0°09'35" West, 281.82 feet to an iron pin; thence North 90°00'00" West, 235.15 feet to the True Point of Beginning.

Tax Parcel Reference: 1504100005 (0.76 acres)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626107
Receipt #: 18145632
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:44:33 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of MARCH 22, 2019 (the "Effective Date"), by and between Beilschmidt Trust FBO Passavant Area Hospital ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Beilschmidt Trust FBO Passavant Area Hospital

By: The Farmers State Bank and Trust Company, Trustee

By: James Oliver
Name: James Oliver
Title: Farm Manager and Trust Officer

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of March, 2019, by James Oliver, Farm Manager and Trust Officer of The Farmers State Bank and Trust Company, Trustee of the Beilschmidt Trust FBO Passavant Area Hospital.

Rebecca L Johnson
Printed Name: Rebecca L Johnson
Notary Public in and for the State of Illinois
My Commission Expires: 12-2-22

[SEAL]

OFFICIAL SEAL
REBECCA L. JOHNSON
Notary Public, State of Illinois
My Commission Expires 12-02-2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East Half of the Southwest Quarter of Section Four (4), in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian;

Part of the East Half of the Northwest Quarter of Section Nine (9), in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, described as follows:

Beginning at the Northwest corner of said last-named Half Quarter Section, and running thence South 80 rods, thence East 20 rods, thence south to the center of the North fork of Mauvaisterre Creek, thence up the center of said Creek with the meanderings thereof to the East line of said last-named Half Quarter Section, thence North to the Northeast corner of said last-named Half Quarter Section, thence West 80 rods to the place of beginning, containing 48 1/2 acres, more or less;

Lot One (1) of the Northwest Quarter of Section Four (4) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, being 80 acres off of the South side of said Fractional Section.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626108
Receipt #: 18145632
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:44:34 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of MARCH 22, 2019 (the "Effective Date"), by and between Beilschmidt Trust FBO Berea Church and Passavant Area Hospital and Beilschmidt Trust FBO Berea Cemetery (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

7

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Beilschmidt Trust FBO Berea Church and Passavant Area Hospital

By: The Farmers State Bank and Trust Company, Trustee

By: James Oliver
Name: James Oliver
Title: Farm Manager and Trust Officer

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of March, 2018, by James Oliver, Farm Manager and Trust Officer of The Farmers State Bank and Trust Company, Trustee of the Beilschmidt Trust FBO Berea Church and Passavant Area Hospital.

Rebecca L. Johnson
Printed Name: Rebecca L. Johnson
Notary Public in and for the State of Illinois
My Commission Expires: 12-2-22

[SEAL]

OFFICIAL SEAL
REBECCA L. JOHNSON
Notary Public, State of Illinois
My Commission Expires 12-02-2022

"LESSOR"

Beilschmidt Trust FBO Berea Cemetery

By: The Farmers State Bank and Trust Company, Trustee

By: James Oliver
Name: James Oliver
Title: Farm Manager and Trust Officer

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 22 day of March, 2019, by James Oliver, Farm Manager and Trust Officer of The Farmers State Bank and Trust Company, Trustee of the Beilschmidt Trust FBO Berea Cemetery.

Rebecca Johnson
Printed Name: Rebecca L. Johnson
Notary Public in and for the State of Illinois
My Commission Expires: 12-2-22

[SEAL]

OFFICIAL SEAL
REBECCA L. JOHNSON
Notary Public, State of Illinois
My Commission Expires 12-02-2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The South East Quarter of the South West Quarter of Section Nineteen (19); the West Half of the West Half of the North East Quarter of Section Thirty (30); the East Half of the North West Quarter of Section Thirty (30); the West Half of the West Half of the South East Quarter of Section Thirty (30); the East Half of the South West Quarter of Section Thirty (30); the South Half of the North East Quarter of the South West Quarter of Section Nineteen (19) except one acre square in the Southeast corner of said tract and except the following: beginning at the Northeast corner of said twenty (20) acre tract and running thence West twelve (12) rods, thence South six (6) rods and eleven (11) feet, thence East twelve (12) rods, and thence North to the place of beginning; and also except that part of said premises conveyed to the Trustees of Berea Church.

All in Township Sixteen (16) North and Range Eight (8) West of Third Princpal Meridian.

Less and Except:

A part of the West Half of the West Half of the East Half of Section 30, Township 16 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows:

Commencing at the southeast corner of said Section 30; thence along the south line of said Section 30, South 89 degrees 19 minutes 55 seconds West,

605.129 meters (1,985.33 feet) to a stone marking the point of beginning; thence South 89 degrees 19 minutes 55 seconds West 0.811 meters [2.66 feet]; thence North 00 degrees 26 minutes 34 seconds West, 18.517 meters (60.75 feet); thence North 02 degrees 19 minutes 44 seconds West, 100.056 meters (328.27 feet); thence North 00 degrees 25 minutes 22 seconds West, 974.998 meters (3,198.81 feet); thence North 00 degrees 59 minutes 52 seconds West, 100.005 meters (328.10 feet); thence North 00 degrees 25 minutes 30 seconds West, 247.512 meters (812.05 feet); thence South 07 degrees 32 minutes 59 seconds East, 31.089 meters (102.00 feet); thence North 89 degrees 34 minutes 30 seconds East, 2.190 meters (7.19 feet) to the quarter-quarter section line; thence along said quarter-quarter section line, South 00 degrees 23 minutes 12 seconds East, 1,410.176 meters (4,626.55 feet) to the point of beginning, containing 0.4457 hectare (1.101 acres) in addition to 0.2116 hectare (0.523 acre) of existing right of way for a total of 0.6573 hectare (1.624 acres) more or less.

ALSO

A part of the southwest quarter of Section 19, Township 16 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows:

Commencing at the South quarter corner of said Section 19; thence North 0 degrees 29 minutes 35 seconds West along the quarter section line 466.929 meters [1,531.92 feet] to the point of beginning; thence South 89 degrees 30 minutes 25 seconds West 5.693 meters [18.68 feet]; thence South 1 degrees 27 minutes 38 seconds East 36.480 meters [119.68 feet]; thence North 50 degrees 39 minutes 01 seconds West 3.804 meters [12.48 feet]; thence North 0 degrees 30 minutes 52 seconds West 64.380 meters [211.22 feet]; thence South 90 degrees 00 minutes 00 seconds East 2.856 meters [9.37 feet]; thence North 0 degrees 28 minutes 37 seconds West 32.136 meters [105.43 feet]; thence North 89 degrees 35 minutes 47 seconds East 6.389 meters [444.21 feet] to the point of beginning containing 0.0167 hectare (0.046) acre in addition to 0.0851 hectare [0.211 acre] of existing right of way for a total of 0.1677 hectare [0.257 acre]. The total for both parcels being a total of 0.7611 hectare [1.881 acres] more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626109
Receipt #: 18145632
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:44:35 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 18, 2019 (the "Effective Date"), by and between The Passavant Memorial Area Hospital Association, a/k/a Passavant Memorial Area Hospital, an Illinois not-for-profit corporation ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

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Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

The Passavant Memorial Area Hospital Association, a/k/a Passavant Memorial Area Hospital, an Illinois not-for-profit corporation

By: _____
Name: Harry M. Schmidt
Title: President and Chief Executive Officer

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 18th day of March, 2019, by Harry M. Schmidt, as President and Chief Executive Officer of The Passavant Memorial Area Hospital Association, a/k/a Passavant Memorial Area Hospital, an Illinois not-for-profit corporation.

OFFICIAL SEAL
BETH DIANN KESSELRING
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES MAR. 28, 2022

Beth Kesselring
Printed Name: Beth Kesselring
Notary Public in and for the State of Illinois
My Commission Expires: 3-28-2022

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

the South East Quarter of Section One (1) in Township Fourteen North and Range Nine West of the Third Principal Meridian

Less and Except:

Part of the Southeast Quarter (SE 1/4) of Section 1, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE 1/4) of Section 1, T. 14 N., Range 9 W. of the 3rd P.M.; thence North along the East line of said quarter section a distance of 1,266.2 feet to the true point of beginning; thence West perpendicular to the centerline of County Highway 5 to an iron rod, said iron rod being 271 feet West of said centerline; thence North parallel with said centerline 524 feet to an iron rod; thence East 271 feet, more or less, to a point on the East line of said Quarter Section; thence South 524 feet to the true point of beginning. Subject to roadways as now located. Said parcel containing 3.26 acres, more or less.

Tract 2:

Part of the Southwest Quarter of Section 30, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows:

Commencing at a mag nail the Northeast corner of Section 36, Township 15 North, Range 9 West; thence North 00°00'09" East, on the West line of said Section 30, 914.40 feet to the point of beginning; thence continuing North 00°00'09" East, 384.52 feet; South 89°45' 11"East, 440.00 feet; thence North 00°00'09" East, 289.18 feet; thence South 89°47'44" East, 2335.66 feet; thence South 00°07'06" East, 673.38 feet; thence North 89°47'44" West, 2777.07 feet to the point of beginning, containing 40.00 acres, more or less.

Tract 3:

Sixty (60) acres off of the South end of the Southwest Quarter of Section Thirty (30), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 4-5:

The West Half of the Southeast Quarter of Section Seventeen (17), and twenty (20) acres off of the North end of the West Half of the Northeast Quarter of Section Twenty (20), all in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian.

Less and Except:

In general the land is described as being a part of the N½, NW¼, NE¼ of Section 20, T 15 N, R 9 W, of the 3rd P.M., and being referred to the center-line of construction of Federal Aid Route 408, Section 69-9, on file in the office of the Department of Transportation, State of Illinois, in Springfield, Illinois.

The location of the point of beginning is described as being a stone at the North Quarter Corner of said Section 20, said Corner also being the South Quarter Corner of Said Section 17.

The land in said tract is described in detail as follows: from the said point of beginning, N 0°-40'-53" E along the West line of the SE¼ of Section 17, a distance of 803.71 feet; thence S 89°-19'-07" E, a distance of 25.00 feet; thence S 10°-37'-43" E, a distance of 101.98 feet ; thence S 3°-24-09" E, a distance of 702.08 feet to a point on the North line of Section 20; thence N 88°-44'-35" E, along the North line of said Section 20, a distance of 1211.00 feet; thence S 0°-32'-27"E, a distance of 304.04 feet; thence S 88°-48'-16" W, a distance of 1222.42 feet; thence S 4°-59'-45" W, a distance of 360.83 feet; thence S 89°-40'-43" W, a distance of 62.86 feet to a point on the West line of the NE¼ of said Section 20; thence N 0°-40'-53" E, along the said West line, a distance of 660.73 feet, to the point of beginning, containing 10.702 acres, more or less, in addition to the existing Highway Right of Way.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626110
Receipt #: 18145632
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:44:36 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~200~~ 3; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 28, 2019 (the "Effective Date"), by and between Frances Marie Martin, Trustee of the Martin Family Trust dated July 20, 1998, and Mary Joan Giddings, a ~~single~~ / married person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

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Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Frances Marie Martin
Name: Frances Marie Martin, Trustee of the Martin Family Trust dated July 20, 1998

THE STATE OF AZ §
§
COUNTY OF Maricopa §

This instrument was acknowledged before me on the 28 day of February, 2019, by Frances Marie Martin, Trustee of the Martin Family Trust dated July 20, 1998.

Printed Name: CHRISTINE KAVANAGH
Notary Public in and for the State of AZ
My Commission Expires: 12-18-22

[SEAL]

CHRISTINE KAVANAGH
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 556217
My Commission Expires
December 18, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Mary Joan Giddings
Name: MARY JOAN Giddings

THE STATE OF Arizona §
§
COUNTY OF Maricopa §

This instrument was acknowledged before me on the 28 day of February, 2019, by Mary Joan Giddings.

Ross Ellis
Printed Name: Ross Ellis
Notary Public in and for the State of Arizona
My Commission Expires: 3/22/2020

[SEAL]
OFFICIAL SEAL
ROSS ELLIS
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
MARCH 22, 2020

Spouse's Signature (if applicable):*

By: John L. Giddings
Name: JOHN L. Giddings

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Arizona §
§
COUNTY OF Maricopa §

This instrument was acknowledged before me on the 28 day of February, 2019, by John L Giddings, spouse.

Ross Ellis
Printed Name: Ross Ellis
Notary Public in and for the State of Arizona
My Commission Expires: 3/22/2020

[SEAL]
OFFICIAL SEAL
ROSS ELLIS
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
MARCH 22, 2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 3rd day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The West half of the Southwest quarter of Section Fourteen (14), except that part conveyed by deed recorded September 27, 1978 in Deed Drawer 4, Card 4243 in the Recorder's Office of Morgan County, Illinois, and except commencing at the Southwest corner of Section Fourteen (14) in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, thence North 88°42'56" East, along the south line of said Section 14, a distance of 71.08 feet, to the point of beginning; thence North 2°36'36" West, a distance of 306.79 feet; thence North 85°40'03" East, a distance of 179.75 feet; thence South 55°25'14" East, a distance of 203.49 feet; thence South 50°32'33" East, a distance of 301.94 feet, to a point on the south line of said Section 14; thence South 88°42'56" West, along the said south line, a distance of 566.07 feet, to the point of beginning, containing 2.748 acres, more or less; and

The Southeast Quarter (SE¼) of the South-
west Quarter (SW¼) of Section Fourteen (14) ; and

The Northeast quarter of the Southwest quarter of Section Fourteen (14),
all in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2:

The West Half (W ½) of the Northeast Quarter (NE 1/4) of Section 23, Township 15 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, except that portion conveyed to the People of the State of Illinois, Department of Transportation, by Warranty Deed dated February 21, 1973 and recorded March 2, 1973 as Document Number 191037 in the Morgan County Recorder's Office, said exception being described as follows:

> In general the land is described as being a part of the West 1/2 of the Northeast 1/4 of Section 23, Township 15 North, Range 9 West, of the Third Principal Meridian, said land being referred to the centerline of construction of Federal Aid Route 408, Section 69-9, on file in the office of the Department of Transportation, State of Illinois, in Springfield, Illinois.

The location of the point of beginning is described as follows: from an iron pipe at the North Quarter corner of said Section 23, South 0°36'05" East, along the West line of the West 1/2 of the Northeast 1/4 of said Section 23, a distance of 660.73 feet to the point of beginning.

The land in said tract is described in detail as follows: from the said point of beginning, South 85°06'28" East, a distance of 23.10 feet; thence Southeasterly along a curve to the left with a radius of 22,768.32 feet, a distance of 1,281.34 feet to the East line of the West 1/2 of Northeast 1/4 of Section 23; thence South 0°00'39" East, along said East line a distance of 358.48 feet; thence North 83°26'47" West, a distance of 872.52 feet; thence Northwesterly along a curve to the right with a radius of 23,068.32 feet, a distance of 433.43 feet to the West line of the Northeast 1/4 of Section 23; thence North 0°36'05" West along said West line a distance of 301.38 feet to the point of beginning, containing 9.499 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626111
Receipt #: 18145632
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:44:37 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 26, 2019 (the "Effective Date"), by and between Sheila Diane Meyer, a single person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Sheila Diane Meyer
Name: Sheila Diane Meyer

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 26 day of March, 2019, by Sheila Diane Meyer.

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 3rd day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

A part of the Northeast Quarter of Section Thirty-three (33), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described using bearings based on the Illinois State Plane Coordinate System NAD-83 (2011 ADJ) IL-West Zone, more particularly described as follows:

Commencing at a stone at the Northwest corner of the Northeast Quarter of said Section 33; thence North 88 degrees 43 minutes 32 seconds East 1320.12 feet along the North line of the Northeast Quarter of said Section 33 to an iron rod, said iron rod being the Point of Beginning; thence continuing North 88 degrees 43 minutes 32 seconds East 682.29 feet to a stone; thence South 00 degrees 26 minutes 48 seconds East 2662.32 feet to a survey spike on the South line of the Northeast Quarter of said Section 33; thence South 88 degrees 40 minutes 51 seconds West 682.30 feet along the South line of the Northeast Quarter of said Section 33 to a survey spike; thence North 00 degrees 26 minutes 48 seconds West 2662.85 feet to the Point of Beginning, containing 41.700 acres, more or less, subject to all rights of way and easements of record.

And:

The Northeast quarter of the Southwest quarter of Section Thirty-four (34), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626192
Receipt #: 18145728
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:39 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 26, 2019 (the "Effective Date"), by and between Donna Jo Fuller, a single person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

5

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Donna Jo Fuller
Name: Donna Jo Fuller

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 26 day of March, 2019, by Donna Jo Fuller.

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: Jeanine G Wolanski
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

Donna Sharpe Linthicum
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

A part of the Northeast Quarter of Section Thirty-three (33), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described using bearings based on the Illinois State Plane Coordinate System NAD-83 (2011 ADJ) IL-West Zone, more particularly described as follows:

Beginning at a stone at the Northwest corner of the Northeast Quarter of said Section 33; thence North 88 degrees 43 minutes 32 seconds East 1320.12 feet along the North line of the Northeast Quarter of said Section 33 to an iron rod; thence South 00 degrees 26 minutes 48 seconds East 2662.85 feet to a survey spike on the South line of the Northeast Quarter of said Section 33; thence South 88 degrees 40 minutes 51 seconds West 1325.69 feet along the South line of the Northeast Quarter of said Section 33 to an iron rod at the Southwest corner thereof; thence North 00 degrees 19 minutes 37 seconds West 2663.97 feet to the Point of Beginning, containing 80.876 acres, more or less, subject to all rights of way and easements of record.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626112
Receipt #: 18145632
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/16/2019 8:44:38 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 21, 20 19 (the "Effective Date"), by and between Mary Stella Duffy, a married person, Land Contract Seller, and Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013, and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013, Land Contract Buyers (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

6

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Mary Stella Duffy
Name: Mary Stella Duffy

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 21 day of March, 2019, by Mary Stella Duffy.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

"LESSOR"

By: Jerome A Johnson Trustee
Name: Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 21 day of March, 2019, by Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

By: Cynthia A Johnson, Trustee
Name: Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 21 day of March, 2019, by Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 3rd day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Southwest quarter of the Southeast quarter of Section 8 in Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626193
Receipt #: 18145728 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:40 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~2~~3 00; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 20, 2019 (the "Effective Date"), by and between John T. Bellatti, a married person; and the Estate of Margaret T. Bellatti (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: John T. Bellatti
Name: John T. Bellatti, individually and as Executor of the Estate of Margaret T. Bellatti

THE STATE OF Colorado §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 20th day of March, 2019, by John T. Bellatti, individually and as Executor of the Estate of Margaret T. Bellatti.

KEITH VOGEL
Notary Public
State of Colorado
Notary ID 19954006039
My Commission Expires May 23, 2020

[SEAL]

Printed Name: Keith Vogel
Notary Public in and for the State of Colorado
My Commission Expires: 5·23·20

Spouse's Signature*

By: Stephanie B. Bellatti
Name: Stephanie B. Bellatti

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Colorado §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 20th day of March, 2019, by Stephanie B. Bellatti, spouse.

KEITH VOGEL
Notary Public
State of Colorado
Notary ID 19954006039
My Commission Expires May 23, 2020

[SEAL]

Printed Name: Keith Vogel
Notary Public in and for the State of Colorado
My Commission Expires: 5·23·20

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East 110.42 acres of the West 220.66 acres of the real estate described as follows:

Part of Sections 4 and 5 in Township 15 North, Range 8 West of the 3rd Principal Meridian and part of the South Half (S ½) of Section 33 in Township 16 North, Range 8 West of the 3rd Principal Meridian, all in Morgan County, Illinois, described as follows:
Commencing at a stone at the Southwest corner of the East Half (E ½) of the Southwest Quarter (SW ¼) of said Section 4, thence North 89° 36' East 1,303.0 feet to an existing fence post, said point being 33.0 feet (0.50 chains) West of the Southeast corner of the Southwest Quarter
(SW ¼) of said Section 4; thence North 1° 07' 17" West 3,221.5 feet to an existing fence post, said post being the Point of Beginning.
Thence South 90° 00' West 2,737.70 feet; thence North 0° 00' East 5,510.75 feet to a point on the North line of the South Half (S ½) of said Section 33 and also on the centerline of Township Road #111; thence South 89° 55' 42" East 2,634.95 feet along the North line of the South Half
(S ½) of said Section 33 and the centerline of Township Road #111; thence South 1° 04" 10" East 5,508.40 feet to the Point of Beginning; said East Tract containing 339.74 acres, more or less, including existing highway right of way.
Excepting from the above described real estate tract:
Part of the Southeast Quarter (SE ¼) of Section Thirty-three (33) of Township Sixteen (16) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows:
Commencing at a stone at the Southwest corner of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Four (4) of Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, thence North 89° 36' East 1,303.0 feet to an existing fence post, said point being 33.0 feet (0.50 Chains) West of the Southeast corner of the Southwest Quarter (SW ¼) of said Section 4; thence North 1° 07' 17" West 3,221.5 feet to an existing fence post; thence North 1° 04' 10" West 4,215.95 feet to an existing corner fence post, said point being the Point of Beginning:
Thence North 89° 55' 42" West 257.97 feet; thence North 1° 05' 52" West 1,292.45 feet along an existing fence line and its extension to a point on the North line of the South Half (S ½) of said Section 33 and the centerline of Township Road #111; thence South 89° 55' 42" East 257.07 feet along the North line of the South Half (S ½) of said Section 33 and the centerline of Township Road #111; thence South 1° 04" 10" East 1,292.45 feet to the Point of Beginning; said Excepted parcel containing 7.66 Acres, more or less, including existing highway right of way.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626194
Receipt #: 18145728 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:41 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~200~~ 3; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 20, 2019 (the "Effective Date"), by and between Susan Anne Green, Trustee of the Susan Anne Green Revocable Living Trust, dated September 3, 2009, a/k/a the Susan Ann Green Revocable Living Trust, dated September 3, 2009; and John T. Bellatti, a married person; and the Estate of Margaret T. Bellatti (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

6

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Susan Anne Green
Name: Susan Anne Green, Trustee of the Susan Anne Green Revocable Living Trust, dated September 3, 2009, a/k/a the Susan Ann Green Revocable Living Trust, dated September 3, 2009

THE STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 18 day of March, 2019, by Susan Anne Green, Trustee of the Susan Anne Green Revocable Living Trust, dated September 3, 2009, a/k/a the Susan Ann Green Revocable Living Trust, dated September 3, 2009.

BRIANA L CHANG
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 08/21/2022
NOTARY ID 13169664-5

Printed Name: Briana L Chang
Notary Public in and for the State of Texas
My Commission Expires: 08/21/2022

[SEAL]

"LESSOR"

By: John T. Bellatti
Name: John T. Bellatti, individually and as Executor of the Estate of Margaret T. Bellatti

THE STATE OF Colorado §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 20th day of March, 2019, by John T. Bellatti, individually and as Executor of the Estate of Margaret T. Bellatti.

Printed Name: Keitz Vogel
Notary Public in and for the State of Colorado
My Commission Expires: 5-23-20

[SEAL]
KEITH VOGEL
Notary Public
State of Colorado
Notary ID 19954006039
My Commission Expires May 23, 2020

Spouse's Signature*

By: Stephanie B. Bellatti
Name: Stephanie B. Bellatti

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Colorado §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 20th day of March, 2019, by Stephanie B. Bellatti, spouse.

Printed Name: Keitz Vogel
Notary Public in and for the State of Colorado
My Commission Expires: 5-23-20

[SEAL] KEITH VOGEL
Notary Public
State of Colorado
Notary ID 19954006039
My Commission Expires May 23, 2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2:

Part of Sections 4 and 5 in Township 15 North, Range 8 West of the 3rd Principal Meridian and part of the South Half (S ½) of Section 33 in Township 16 North, Range 8 West of the 3rd Principal Meridian, all in Morgan County, Illinois, described as follows:
Commencing at a stone at the Southwest corner of the East Half (E ½) of the Southwest Quarter (SW ¼) of said Section 4, thence North 89° 36' East 1,303.0 feet to an existing fence post, said point being 33.0 feet (0.50 chains) West of the Southeast corner of the Southwest Quarter
(SW ¼) of said Section 4; thence North 1° 07' 17" West 3,221.5 feet to an existing fence post, said post being the Point of Beginning:
Thence South 90° 00' West 2,737.70 feet; thence North 0° 00' East 5,510.75 feet to a point on the North line of the South Half (S ½) of said Section 33 and also on the centerline of Township Road #111; thence South 89° 55' 42" East 2,634.95 feet along the North line of the South Half
(S ½) of said Section 33 and the centerline of Township Road #111; thence South 1° 04" 10" East 5,508.40 feet to the Point of Beginning; said East Tract containing 339.74 acres, more or less, including existing highway right of way.
Excepting from the above described real estate tract:
Part of the Southeast Quarter (SE ¼) of Section Thirty-three (33) of Township Sixteen (16) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows:
Commencing at a stone at the Southwest corner of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Four (4) of Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, thence North 89° 36' East 1,303.0 feet to an existing fence post, said point being 33.0 feet (0.50 Chains) West of the Southeast corner of the Southwest Quarter (SW ¼) of said Section 4; thence North 1° 07' 17" West 3,221.5 feet to an existing fence post; thence North 1° 04' 10" West 4,215.95 feet to an existing corner fence post, said point being the Point of Beginning:
Thence North 89° 55' 42" West 257.97 feet; thence North 1° 05' 52" West 1,292.45 feet along an existing fence line and its extension to a point on the North line of the South Half (S ½) of said Section 33 and the centerline of Township Road #111; thence South 89° 55' 42" East 257.07 feet along the North line of the South Half (S ½) of said Section 33 and the centerline of Township Road #111; thence South 1° 04" 10" East 1,292.45 feet to the Point of Beginning; said Excepted parcel containing 7.66 Acres, more or less, including existing highway right of way.

Further excepting from the above-described real estate the West 220.66 acres thereof. Tract 1 consists of approximately 110.61 acres, more or less;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626195
Receipt #: 18145728
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:42 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~2~~00; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq. 3

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 20, 2019 (the "Effective Date"), by and between Susan Anne Green, Trustee of the Susan Anne Green Revocable Living Trust, dated September 3, 2009, a/k/a the Susan Ann Green Revocable Living Trust, dated September 3, 2009; and John T. Bellatti, Executor of the Estate of Margaret T. Bellatti (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

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merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Susan Anne Green
Name: Susan Anne Green, Trustee of the Susan Anne Green Revocable Living Trust, dated September 3, 2009, a/k/a the Susan Ann Green Revocable Living Trust, dated September 3, 2009

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 18 day of March, 2019, by Susan Anne Green, Trustee of the Susan Anne Green Revocable Living Trust, dated September 3, 2009, a/k/a the Susan Ann Green Revocable Living Trust, dated September 3, 2009.

BRIANA L CHANG
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 08/21/2022
NOTARY ID 13169664-5

[SEAL]

Printed Name: Briana L. Chang
Notary Public in and for the State of TEXAS
My Commission Expires: 08/21/2022

"LESSOR"

By: John T. Bellatti
Name: John T. Bellatti, Executor of the Estate of Margaret T. Bellatti

THE STATE OF Colorado §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 20th day of March, 2019, by John T. Bellatti, Executor of the Estate of Margaret T. Bellatti.

KEITH VOGEL
Notary Public
State of Colorado
Notary ID 19954006039
My Commission Expires May 23, 2020

[SEAL]

Keith Vogel
Printed Name: Keith Vogel
Notary Public in and for the State of Colorado
My Commission Expires: 5.23.20

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West 110.24 acres of the real estate described as follows:

Part of Sections 4 and 5 in Township 15 North, Range 8 West of the 3rd Principal Meridian and part of the South Half (S ½) of Section 33 in Township 16 North, Range 8 West of the 3rd Principal Meridian, all in Morgan County, Illinois, described as follows:
Commencing at a stone at the Southwest corner of the East Half (E ½) of the Southwest Quarter (SW ¼) of said Section 4, thence North 89° 36' East 1,303.0 feet to an existing fence post, said point being 33.0 feet (0.50 chains) West of the Southeast corner of the Southwest Quarter
(SW ¼) of said Section 4; thence North 1° 07' 17" West 3,221.5 feet to an existing fence post, said post being the Point of Beginning:
Thence South 90° 00' West 2,737.70 feet; thence North 0° 00' East 5,510.75 feet to a point on the North line of the South Half (S ½) of said Section 33 and also on the centerline of Township Road #111; thence South 89° 55' 42" East 2,634.95 feet along the North line of the South Half
(S ½) of said Section 33 and the centerline of Township Road #111; thence South 1° 04" 10" East 5,508.40 feet to the Point of Beginning; said East Tract containing 339.74 acres, more or less, including existing highway right of way.
Excepting from the above described real estate tract:
Part of the Southeast Quarter (SE ¼) of Section Thirty-three (33) of Township Sixteen (16) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, described as follows:
Commencing at a stone at the Southwest corner of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Four (4) of Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, thence North 89° 36' East 1,303.0 feet to an existing fence post, said point being 33.0 feet (0.50 Chains) West of the Southeast corner of the Southwest Quarter (SW ¼) of said Section 4; thence North 1° 07' 17" West 3,221.5 feet to an existing fence post; thence North 1° 04' 10" West 4,215.95 feet to an existing corner fence post, said point being the Point of Beginning:
Thence North 89° 55' 42" West 257.97 feet; thence North 1° 05' 52" West 1,292.45 feet along an existing fence line and its extension to a point on the North line of the South Half (S ½) of said Section 33 and the centerline of Township Road #111; thence South 89° 55' 42" East 257.07 feet along the North line of the South Half (S ½) of said Section 33 and the centerline of Township Road #111; thence South 1° 04" 10" East 1,292.45 feet to the Point of Beginning; said Excepted parcel containing 7.66 Acres, more or less, including existing highway right of way;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626196
Receipt #: 18145728
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:43 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 3, 2019 (the "Effective Date"), by and between Sarah Brogdon, a married person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

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6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Sarah Brogdon
Name: Sarah Brogdon

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3 day of April, 2019, by Sarah Brogdon.

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Spouse's Signature*

By: Terry Brogdon
Name: Terry Brogdon

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3 day of April, 2019, by Terry Brogdon, spouse.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 8th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East Half of the Northwest Quarter of Section 29, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois..

And:

The North Half of the South East Quarter of Section Twenty (20); and the South West Quarter of the North East Quarter of Section Twenty (20); All in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, except the following part thereof: Part of the Northeast Quarter of the Southeast Quarter of Section 20, Township 14 North, Range 9 West, described as follows: Beginning at a stone at the Northeast corner of the Southeast Quarter of said Section 20; thence South 89° 37' West 1,072.8 feet along the North line of the Southeast Quarter of said Section 20; thence South 0° 19' West 200 feet; thence North 89° 37' East 1072.8 feet, more or less, along a line parallel to, and 200 feet South of the North line of the Southeast Quarter of said Section 20 to a point on the East line of the Southeast Quarter of said Section 20; thence North 200 feet along the East line of the Southeast Quarter of said Section 20 to the Point of Beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626197
Receipt #: 18145728
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:44 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 3, 2019 (the "Effective Date"), by and between Albert J. Jackson and Carolyn R. Jackson, Trustees of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated 3/9/94 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Albert J. Jackson
Name: Albert J. Jackson, Trustee of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated 3/9/94

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 3rd day of April, 2019, by Albert J. Jackson, Trustee of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated 3/9/94.

[SEAL]

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

By: Carolyn R. Jackson
Name: Carolyn R. Jackson, Trustee of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated 3/9/94

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 3rd day of April, 2019, by Carolyn R. Jackson, Trustee of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated 3/9/94

[SEAL]

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The East Half of the following described real estate, to-wit:

The West Half of the Southwest Quarter of Section 29 and the East Half of the East Half of the Southeast Quarter of Section 30, all in Township 15 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2:

The East Half of the Northeast Quarter of Section Thirty-one (31) in Township 15 North and Range 9 West of the Third Principal Meridian, in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626198
Receipt #: 18145728
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:45 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 3, 2019 (the "Effective Date"), by and between Mark K. Jackson, a married person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Mark K Jackson
Name: Mark K. Jackson

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 3rd day of April, 2019, by Mark K. Jackson.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

Spouse's Signature

By: Donna Jackson
Name: Donna Jackson

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 3rd day of April, 2019, by Donna Jackson, spouse.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the Southwest Quarter of Section Thirty (30) in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, being more particularly described as follows: Commencing at a stone at the Northeast corner of the Southwest Quarter of Section 30 in Township 15 North, Range 9 West of the Third Principal Meridian; thence South 0°00'00" West along the East line of said quarter section a distance of 1,375.04 feet; thence North 90°00'00" West 1,141.55 feet to the true point of beginning; thence continuing North 90°00'00" West 234.00 feet; thence South 00°00'00" West 886.00 feet; thence North 90°00'00" East 234.00 feet; thence North 00°00'00" East 886.00 feet to the true point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626199
Receipt #: 18145728 Total Fees: $60.00
Pages Recorded: 8 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:46 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 3, 2019 (the "Effective Date"), by and between Mark Kevin Jackson, a/k/a Mark K. Jackson, and Donna Jackson, husband and wife; and Albert J. Jackson and Carolyn R. Jackson, Trustees of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated March 9, 1994 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

8

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Albert J Jackson
Name: Albert J. Jackson, Trustee of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated March 9, 1994

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 3rd day of April, 2019, by Albert J. Jackson, Trustee of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated March 9, 1994.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

By: Carolyn R. Jackson
Name: Carolyn R. Jackson, Trustee of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated March 9, 1994

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 3rd day of April, 2019, by Carolyn R. Jackson, Trustee of The Albert J. Jackson and Carolyn R. Jackson Revocable Living Trust, dated March 9, 1994.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

"LESSOR"

By: Mark K. Jackson
Name: Mark Kevin Jackson, a/k/a Mark K. Jackson

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 3rd day of April, 2019, by Mark Kevin Jackson, a/k/a Mark K. Jackson.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021
[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

By: Donna Jackson
Name: Donna Jackson

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 3rd day of April, 2019, by Donna Jackson.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

OFFICIAL SEAL
[SEAL] ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2:

Twenty (20) acres, being part of the Southeast Quarter of Section 30 described as follows: Beginning at the Southwest corner of the Southeast Quarter of said Section 30 and running thence East 120 rods to the Southeast corner of the West Half of the East Half of the Southeast Quarter of said Section, thence North on the East line of said West Half of the East Half of the Southeast Quarter, 26-2/3 rods, thence West 120 rods to the West line of the Southeast Quarter of said Section 30 and thence South on said West line 26-2/3 rods to the place of beginning;

The West Half of the Northeast Quarter of Section 31;

All in Township 15 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois, subject to easements of record, public roads as dedicated and as now located and rights-of-way for drainage ditches, feeders, laterals, etc. not shown of record.

Tracts 3-4:

The West Half of the Southwest Quarter of Section Nine (9) and the Southeast Quarter of the Northeast Quarter of Section Seventeen (17) except the right-of-way of the Chicago and Alton Railway Company, all in Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, subject to highways as now located

Tract 5:

A part of the South Half of the Southeast Quarter of Section Twenty-six (26), Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, described as follows using bearings referenced to the Illinois State Plane Coordinate System NAD 83(2007) - West Zone:

Beginning at the Southeast corner of the Southeast quarter of said Section 26; thence North 89 degrees 47 minutes 48 seconds West 1,205.14 feet along the South line of the Southeast quarter of said Section 26; thence North 01 degrees 27 minutes 19 seconds West 360.59 feet; thence North 89 degrees 47 minutes 48 seconds West 202.03 feet; thence South 00 degrees 00 minutes 00 seconds West 360.44 feet to the South line of the Southeast quarter of said Section 26; thence North 89 degrees 47 minutes 48 seconds West 447.34 feet along the South line of the Southeast quarter of said Section 26; thence Northwesterly 1,202.62 feet along the centerline of C.H. 1 - F.A.S. Route 615 being a curve to the right, having a radius of 763.94 feet, the chord of said curve bears North 44 degrees 41 minutes 42 seconds West 1082.23 feet; thence North 00 degrees 24 minutes 23 seconds East 557.53 feet along the West line of the Southeast quarter of said Section 26 to the North line of the South half of the Southeast quarter of said Section 26; thence South 89 degrees 46 minutes 58 seconds East 2625.35 feet along the North line of the South half of the Southeast quarter of said Section 26 to the East lien of the Southeast quarter of said Section 26; thence South 00 degrees 11 minutes 35 seconds West 1323.50 feet along the East line of the Southeast quarter of said Section 26 to the point of beginning, containing 75.253 acres, more or less, of which 3.114 acres, more or less, is within the existing public road right of way.

ALSO, an easement for the benefit of the Grantees, their heirs and assigns, over and across the following described real estate, for maintaining, repairing, and replacing an electric transmission line, at its current location, for service to the improvements on the premises conveyed herein:

A part of the South Half of the Southeast Quarter of Section 26, Township 14 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois, described as follows using bearings referenced to the Illinois State Plane Coordinate System NAD_83(2007) - West Zone:

Commencing at the southeast corner of the Southeast Quarter of said Section 26; thence North 89 degrees 47 minutes 48 seconds West 1205.14 feet along the south line of the Southeast Quarter of said Section 26 to the Point of Beginning; thence continuing North 89 degrees 47 minutes 48 seconds West 211.19 feet along the south line of the Southeast Quarter of said Section 26; thence North 00 degrees 00 minutes 00 seconds East 360.44 feet; thence South 89 degrees 47 minutes 48 seconds East 202.03 feet; thence South 01 degrees 27 minutes 19 seconds East 360.59 feet to the Point of Beginning, containing 1.710 acres, more or less, of which 0.145 acre, more or less, is within the existing public road right of way.

Tract 6

The West Half of the Southeast Quarter of Section Thirty-one (31), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 7

The Northeast fractional quarter of Section Five (5); also the East Half (E½) of the Northwest fractional quarter of Section Five (5) excepting Twelve (12) acres in square form in the Southwest corner thereof; all in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian in Morgan County, Illinois, containing 222 acres, more or less;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626200
Receipt #: 18145728
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:47 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 3, 2019 (the "Effective Date"), by and between Thomas J. Bergschneider, Trustee of the Thomas J. Bergschneider Living Trust, dated February 25, 2013; and Helen R. Bergschneider, Trustee of the Helen R. Bergschneider Living Trust, dated February 25, 2013 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

By: Thomas J. Bergschneider trustee
Name: Thomas J. Bergschneider, Trustee of the Thomas J. Bergschneider Living Trust, dated February 25, 2013

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3 day of April, 2019, by Thomas J. Bergschneider, Trustee of the Thomas J. Bergschneider Living Trust, dated February 25, 2013.

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

By: Helen R. Bergschneider
Name: Helen R. Bergschneider, Trustee of the Helen R. Bergschneider Living Trust, dated February 25, 2013

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 3 day of April, 2019, by Helen R. Bergschneider, Trustee of the Helen R. Bergschneider Living Trust, dated February 25, 2013.

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 8th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The North 60 acres off of the West Half of the Northeast Quarter of Section Ten (10) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626606
Receipt #: 18146403 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 5/29/2019 10:43:31 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of February 28, 2019 (the "Effective Date"), by and between Betsy L. Davis, Trustee of the Betsy L. Davis Trust dated October 21, 2014 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Betsy L. Davis
Name: Betsy L. Davis, Trustee of the Betsy L. Davis Trust dated October 21, 2014

THE STATE OF Florida §
§
COUNTY OF Lee §

This instrument was acknowledged before me on the 28th day of Feb, 2019, by Betsy L. Davis, Trustee of the Betsy L. Davis Trust dated October 21, 2014.

Helen M Scharnott
Printed Name: Helen M Scharnott
Notary Public in and for the State of Florida
My Commission Expires: 9-10-22

[SEAL]

Notary Public State of Florida
Helen M Scharnott
My Commission GG 257166
Expires 09/10/2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6th day of May, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The South Half of the North Half of the Southeast Quarter of Section Fifteen (15) in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; ALSO, the South 10 feet of the North Half of the North Half of the Southeast Quarter of said Section Fifteen (15).

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626201
Receipt #: 18145728
Pages Recorded: 8
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:48 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of March 29, 2019 (the "Effective Date"), by and between Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016; and Ruth Emily Powell, a married person, individually and as Life Estate Tenant; David Powell, a married person, Remainderman; and Matthew Powell, a married person, Remainderman (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

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merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Mary Ann Sievers
Name: Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Mary Ann Sievers, Trustee of the Mary Ann Sievers Trust No. 2016, established by Declaration of Trust dated June 7, 2016.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

[SEAL]

"LESSOR"

By: Ruth Emily Powell
Name: Ruth Emily Powell

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 20 19, by Ruth Emily Powell.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

[SEAL]

Spouse's Signature*

By: Charles D Powell
Name: Charles D. Powell

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25 day of February, 2019, by Charles D. Powell, spouse.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

[SEAL]

"LESSOR"

By: _____
Name: David Powell

THE STATE OF IL §
§
COUNTY OF DuPage §

This instrument was acknowledged before me on the 7 day of March, 2019 by David Powell.

ANTHONY J VANDEBURG
Official Seal
Notary Public – State of Illinois
My Commission Expires Aug 25, 2021

[SEAL]

Printed Name: Anthony J Vandeburg
Notary Public in and for the State of IL
My Commission Expires: 8-25-21

Spouse's Signature*

By: _____
Name: Jolene Powell

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF DuPage §

This instrument was acknowledged before me on the 7 day of March, 2019 by Jolene Powell, spouse.

ANTHONY J VANDEBURG
Official Seal
Notary Public – State of Illinois
My Commission Expires Aug 25, 2021

[SEAL]

Printed Name: Anthony J Vandeburg
Notary Public in and for the State of IL
My Commission Expires: 8-25-21

"LESSOR"

By: _____
Name: Matthew Powell

THE STATE OF IN §
§
COUNTY OF Allen §

This instrument was acknowledged before me on the 29th day of March, 2019, by Matthew Powell.

NICHOLAS P SHEPHERD
Seal
Notary Public – State of Indiana
Allen County
My Commission Expires Jan 4, 2025

Printed Name: Nicholas P Shepherd
Notary Public in and for the State of IN
My Commission Expires: 01/04/2025

[SEAL]

Spouse's Signature*

By: _____
Name: Beth Powell

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Indiana §
§
COUNTY OF Allen §

This instrument was acknowledged before me on the 28th day of March, 2019, by Beth Powell, spouse.

KAREN A KONGER
Notary Public – Seal
Allen County – State of Indiana
Commission Number 670227
My Commission Expires Jul 12, 2023

Printed Name: Karen A Konger
Notary Public in and for the State of Indiana
My Commission Expires: July 12, 2023.

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Southwest fractional quarter of Section Nineteen (19) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, except the following described tract:
The South Half (S-1/2) of the Southeast Quarter (SE-1/4) of said Southwest fractional quarter and the South one-fourth (S-1/4) of the North Half (N-1/2) of the Southeast Quarter (SE-1/4) of said Southwest fractional quarter.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626202
Receipt #: 18145728 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:49 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 4, 2019 (the "Effective Date"), by and between Charles M. Braker, a/k/a Charles Braker, a single / married person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan and Sangamon Counties, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

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Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan or Sangamon County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan and Sangamon County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Charles M. Braker
Name: Charles M. Braker, a/k/a Charles Braker

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 4th day of April, 2019, by Charles M. Braker, a/k/a Charles Braker.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

Spouse's Signature (if applicable)*

By: N/A
Name:

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement
Legal Description of the Property

Situate in the Counties of Morgan and Sangamon, and State of Illinois, to-wit:

Tract 1

Commencing at a point on the South line of the North half of Section Eight (8) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, 729 feet East of an angle iron in the center of said Section Eight (8); and running thence West a distance of 384 feet along the said South line of the North half of said Section Eight (8) to the true point of beginning:

Thence North at a right angle to the said South line of the North half of said Section Eight (8) a distance of 319 feet to a point; thence at a right angle and parallel to the said South line of the North half of said Section Eight (8) West a distance of 338 feet to a point; thence at a right angle and parallel to the East line of the tract herein being described South a distance of 319 feet to a point on the said South line of the North half of said Section Eight (8); and thence along the said South line of the North half of said Section Eight (8) East a distance of 338 feet to the true point of beginning.

Tract 2

That part of Sections Five (5) and Eight (8), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Commencing at a point on the South line of the North half of Section Eight (8) Five Hundred Fifty-eight and two-tenths (558.2) feet West of an angle iron in the center of said Section Eight (8), and running thence East One Thousand Two Hundred Eighty-seven and two-tenths (1,287.2) feet, and running thence North Four 4°15' West One Thousand Four Hundred Eighty-five (1,485) feet, and running thence West Three Hundred Ninety-eight and eight-tenths (398.8) feet, and running thence North 4°50' West One Thousand One Hundred Eight-six (1,186) feet, and running thence East Six Hundred Seventy-seven (677) feet, and thence North 3°30' East Three Thousand Six Hundred Sixteen (3,616) feet, and running thence West One Thousand Six Hundred Ten and Five-tenths (1610.5) feet, and running thence South Six Thousand Two Hundred Fifty-nine (6,259) feet to the point and place of beginning. And also the following described tract:

Beginning at a stone located Six Hundred Nineteen and one-tenth (619.1) feet East and One Thousand Four Hundred Eighty and five-tenths (1,480.5) feet North of an angle iron located in the center of Section Eight (8), and running thence West Three Hundred Ninety-eight and eight-tenths (398.8) feet, thence running North 4°50' West One Thousand One Hundred Eighty-six (1,186) feet to a stone, thence running East Six Hundred Seventy-seven (677) feet to a stone, thence Southwesterly to the place of beginning, situated in the Township and Range aforesaid, containing in all Two Hundred (200) acres, more or less. Excepting that portion thereof described as Tract 1.

Tract 3

A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN, MORGAN COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°31'29" WEST ON THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 3041.25 FEET TO A SET IRON PIN MARKING THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°31'29" WEST ON SAID SOUTH LINE, 1255.80 FEET TO A FOUND IRON PIPE; THENCE NORTH 00°43'29" WEST ON THE WEST LINE OF PARCEL 3 IN A PLAT OF SURVEY RECORDED IN SANGAMON COUNTY RECORDER OFFICE AS DOC#2000R47178, A DISTANCE OF 1299.17 FEET TO A FOUND IRON PIPE; THENCE NORTH 89°31'24" EAST, 966.84 FEET; THENCE SOUTH 17°18'49" EAST, 1012.15 FEET; THENCE SOUTH 00°43'24" EAST, 330.44 FEET TO THE POINT OF BEGINNING, CONTAINING 34.241 ACRES M/L, WITH THE ABOVE DESCRIBED SUBJECT TO THAT PORTION NOW BEING USED FOR PUBLIC ROADWAY(MANSION ROAD); ALL AS PER SURVEY IN APRIL OF 2018 OF HANS B. DISTLEHORST, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-3271.

Tract 4

A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°31'29" WEST ON THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 3041.25 FEET TO A SET IRON ROD; THENCE NORTH 00°43'24" WEST, 330.44 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE NORTH 17°18'49" WEST, 1012.15 FEET; THENCE NORTH 89°31'24" EAST, A DISTANCE OF 289.00 FEET TO A SET IRON ROD; THENCE SOUTH 00°43'24" EAST, 968.77 FEET TO THE POINT OF BEGINNING, CONTAINING 3.214 ACRES M/L, ALL AS PER SURVEY IN APRIL OF 2018 OF HANS B. DISTLEHORST, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-3271.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

2019R09183
2019R09183
05/16/2019 11:04AM
REC FEE: 28.00
GIS FEE: 18.00
RHSP FEE: 9.00
TOTAL: $55.00
PAGES: 7
DEBRA
JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

Memorandum Of Agreement

Return to:

ENV Apex Clean Energy Inc

310 4th St NE., STE 200

Charlottesville, VA 22902

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626202
Receipt #: 18145728
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:49 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 4, 2019 (the "Effective Date"), by and between Charles M. Braker, a/k/a Charles Braker, a single ~~married~~ person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan and Sangamon Counties, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan or Sangamon County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan and Sangamon County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Charles M. Braker
Name: Charles M. Braker, a/k/a Charles Braker

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 4th day of April, 2019, by Charles M. Braker, a/k/a Charles Braker.

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

Spouse's Signature (if applicable)*

By: N/A
Name:

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement
Legal Description of the Property

Situate in the Counties of Morgan and Sangamon, and State of Illinois, to-wit:

Tract 1

Commencing at a point on the South line of the North half of Section Eight (8) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, 729 feet East of an angle iron in the center of said Section Eight (8); and running thence West a distance of 384 feet along the said South line of the North half of said Section Eight (8) to the true point of beginning:

Thence North at a right angle to the said South line of the North half of said Section Eight (8) a distance of 319 feet to a point; thence at a right angle and parallel to the said South line of the North half of said Section Eight (8) West a distance of 338 feet to a point; thence at a right angle and parallel to the East line of the tract herein being described South a distance of 319 feet to a point on the said South line of the North half of said Section Eight (8); and thence along the said South line of the North half of said Section Eight (8) East a distance of 338 feet to the true point of beginning.

Tract 2

That part of Sections Five (5) and Eight (8), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Commencing at a point on the South line of the North half of Section Eight (8) Five Hundred Fifty-eight and two-tenths (558.2) feet West of an angle iron in the center of said Section Eight (8), and running thence East One Thousand Two Hundred Eighty-seven and two-tenths (1,287.2) feet, and running thence North Four 4°15' West One Thousand Four Hundred Eighty-five (1,485) feet, and running thence West Three Hundred Ninety-eight and eight-tenths (398.8) feet, and running thence North 4°50' West One Thousand One Hundred Eight-six (1,186) feet, and running thence East Six Hundred Seventy-seven (677) feet, and thence North 3°30' East Three Thousand Six Hundred Sixteen (3,616) feet, and running thence West One Thousand Six Hundred Ten and Five-tenths (1610.5) feet, and running thence South Six Thousand Two Hundred Fifty-nine (6,259) feet to the point and place of beginning. And also the following described tract:

Beginning at a stone located Six Hundred Nineteen and one-tenth (619.1) feet East and One Thousand Four Hundred Eighty and five-tenths (1,480.5) feet North of an angle iron located in the center of Section Eight (8), and running thence West Three Hundred Ninety-eight and eight-tenths (398.8) feet, thence running North 4°50' West One Thousand One Hundred Eighty-six (1,186) feet to a stone, thence running East Six Hundred Seventy-seven (677) feet to a stone, thence Southwesterly to the place of beginning, situated in the Township and Range aforesaid, containing in all Two Hundred (200) acres, more or less. Excepting that portion thereof described as Tract 1.

Tract 3

A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN, MORGAN COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°31'29" WEST ON THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 3041.25 FEET TO A SET IRON PIN MARKING THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°31'29" WEST ON SAID SOUTH LINE, 1255.80 FEET TO A FOUND IRON PIPE; THENCE NORTH 00°43'29" WEST ON THE WEST LINE OF PARCEL 3 IN A PLAT OF SURVEY RECORDED IN SANGAMON COUNTY RECORDER OFFICE AS DOC#2000R47178, A DISTANCE OF 1299.17 FEET TO A FOUND IRON PIPE; THENCE NORTH 89°31'24" EAST, 966.84 FEET; THENCE SOUTH 17°18'49" EAST, 1012.15 FEET; THENCE SOUTH 00°43'24" EAST, 330.44 FEET TO THE POINT OF BEGINNING, CONTAINING 34.241 ACRES M/L, WITH THE ABOVE DESCRIBED SUBJECT TO THAT PORTION NOW BEING USED FOR PUBLIC ROADWAY(MANSION ROAD); ALL AS PER SURVEY IN APRIL OF 2018 OF HANS B. DISTLEHORST, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-3271.

Tract 4

A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°31'29" WEST ON THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 3041.25 FEET TO A SET IRON ROD; THENCE NORTH 00°43'24" WEST, 330.44 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE NORTH 17°18'49" WEST, 1012.15 FEET; THENCE NORTH 89°31'24" EAST, A DISTANCE OF 289.00 FEET TO A SET IRON ROD; THENCE SOUTH 00°43'24" EAST, 968.77 FEET TO THE POINT OF BEGINNING, CONTAINING 3.214 ACRES M/L, ALL AS PER SURVEY IN APRIL OF 2018 OF HANS B. DISTLEHORST, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-3271.

Tax Parcel Reference: 1934040 00013 (3.214 acres; farmland)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626203
Receipt #: 18145728 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 4/22/2019 10:01:50 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 4, 2019 (the "Effective Date"), by and between Dale H. Thayer and Jane E. Thayer, Co-Trustees of the Thayer 2009 Revocable Trust dated August 27, 2009, Life Estate Tenant; and Grant Thayer, a married person, Remainderman (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Dale H. Thayer, Co-Trustee of the Thayer 2009 Revocable Trust dated August 27, 2009

THE STATE OF New Mexico §
§
COUNTY OF Bernalillo §

This instrument was acknowledged before me on the 4 day of April, 2019, by Dale H. Thayer, Co-Trustee of the Thayer 2009 Revocable Trust dated August 27, 2009.

Official Seal
CASEY COLLINS
Notary Public
State of New Mexico
My Comm. Expires 2-12-23

[SEAL]

Casey Collins
Printed Name: Casey Collins
Notary Public in and for the State of New Mexico
My Commission Expires: 02-12-2023

By: _____
Name: Jane E. Thayer, Co-Trustee of the Thayer 2009 Revocable Trust dated August 27, 2009

THE STATE OF New Mexico §
§
COUNTY OF Bernalillo §

This instrument was acknowledged before me on the 4 day of April, 2019, by Jane E. Thayer, Co-Trustee of the Thayer 2009 Revocable Trust dated August 27, 2009.

Official Seal
CASEY COLLINS
Notary Public
State of New Mexico
My Comm. Expires 2-12-23

[SEAL]

Casey Collins
Printed Name: Casey Collins
Notary Public in and for the State of New Mexico
My Commission Expires: 2-12-2023

"LESSOR"

By: _____
Name: Grant Thayer

THE STATE OF Massachusetts §
§
COUNTY OF Suffolk §

This instrument was acknowledged before me on the 28th day of March, 2019, by Grant Thayer.

[SEAL]

Printed Name: Doreen M. McNally
Notary Public in and for the State of Massachusetts
My Commission Expires: 07.13.2023

Spouse's Signature*

By: _____
Name: Sona Thayer

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Massachusetts §
§
COUNTY OF Suffolk §

This instrument was acknowledged before me on the 28th day of March, 2019, by Sona Thayer, spouse.

[SEAL]

Printed Name: Doreen M. McNally
Notary Public in and for the State of Massachusetts
My Commission Expires: 07.13.2023

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 12th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Northwest Quarter of Section Fifteen (15); and all that part of the East Half of the Northeast Quarter of the Northeast Quarter of Section Sixteen (16), lying South and East of the Public Road running diagonally across said half quarter quarter section; All in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, subject to highways as now located, situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626502
Receipt #: 18146251 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 5/20/2019 2:27:20 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 4, 2019 (the "Effective Date"), by and between Dale H. Thayer and Jane E. Thayer, Co-Trustees of the Thayer 2009 Revocable Trust dated August 27, 2009, and Grant Martin Thayer, a married person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Dale H. Thayer, Co-Trustee of the Thayer 2009 Revocable Trust dated August 27, 2009

THE STATE OF New Mexico §
§
COUNTY OF Bernalillo §

This instrument was acknowledged before me on the 4 day of April, 2019 by Dale H. Thayer, Co-Trustee of the Thayer 2009 Revocable Trust dated August 27, 2009.

Official Seal
CASEY COLLINS
Notary Public
State of New Mexico
My Comm. Expires 2-12-23

Casey Collins
Printed Name: Casey Collins
Notary Public in and for the State of New Mexico
My Commission Expires: 02-12-2023

[SEAL]

By: _____
Name: Jane E. Thayer, Co-Trustee of the Thayer 2009 Revocable Trust dated August 27, 2009

THE STATE OF New Mexico §
§
COUNTY OF Bernalillo §

This instrument was acknowledged before me on the 4 day of April, 2019 by Jane E. Thayer, Co-Trustee of the Thayer 2009 Revocable Trust dated August 27, 2009.

Official Seal
CASEY COLLINS
Notary Public
State of New Mexico
My Comm. Expires 2-12-23

Casey Collins
Printed Name: Casey Collins
Notary Public in and for the State of New Mexico
My Commission Expires: 02-12-2023

[SEAL]

"LESSOR"

By: _____
Name: Grant Martin Thayer

THE STATE OF Massachusetts §
§
COUNTY OF Suffolk §

This instrument was acknowledged before me on the 28th day of March, 2019, by Grant Martin Thayer.

_____
Printed Name: Doreen M. McNally
Notary Public in and for the State of Massachusetts
My Commission Expires: 07.13.2023

[SEAL]

Spouse's Signature*

By: _____
Name: Sona Thayer

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Massachusetts §
§
COUNTY OF Suffolk §

This instrument was acknowledged before me on the 28th day of March, 2019, by Sona Thayer, spouse.

_____
Printed Name: Doreen M. McNally
Notary Public in and for the State of Massachusetts
My Commission Expires: 07.13.2023

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 17th day of April, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

> One Hundred and Fifty-six (156) acres off of the East side of the following: Beginning at the Northwest corner of Section 6 in Township 15 North and Range 9 West of the Third Principal Meridian, thence running South 33.02 chains, thence East 77.52 chains, thence North 33.02 chains, thence West 77.52 chains to the place of beginning. Situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626503
Receipt #: 18146251 Total Fees: $60.00
Pages Recorded: 8 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 5/20/2019 2:27:21 PM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of April 2, 2019 ("**Effective Date**"), by and between **Donald W. Tillery and Debra S. Tillery, husband and wife** (collectively, "**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Donald W. and Debra S. Tillery
2767 Loami Road
Franklin, IL 62638
Telephone: 217-413-9535
4-2-19 Donald W. Tillery
217-413-9484
4-2-19 Debra S. Tillery

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: Donald W. Tillery
Name: Donald W. Tillery

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 2nd day of April, 2019 by Donald W. Tillery.

OFFICIAL SEAL
BROOKE STEWART
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires April 7, 2019
[SEAL]

Brooke Stewart
Printed Name: Brooke Stewart
Notary Public in and for the State of Illinois
My Commission Expires: April 7, 2019

By: Debra S. Tillery
Name: Debra S. Tillery

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 2nd day of April, 2019 by Debra S. Tillery.

OFFICIAL SEAL
BROOKE STEWART
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires April 7, 2019
[SEAL]

Brooke Stewart
Printed Name: Brooke Stewart
Notary Public in and for the State of Illinois
My Commission Expires: April 7, 2019

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 23rd day of April, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

> Part of the East Half of the Northeast Quarter of Section 10 in Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows:
>
> Beginning at the Northwest corner of said Half Quarter Section; thence East, along the North line of said Half Quarter Section 300 feet; thence South 170 feet; thence West 300 feet to the West line of said Half Quarter Section; thence North along the West line of said Half Quarter Section 170 feet, more or less, to the Point of Beginning.

And:

> Part of the East Half of the Northeast Quarter of Section 10 in Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows:
>
> Beginning 170 feet South of the Northwest corner of said Half Quarter Section, being the Southwest corner of a certain parcel of real estate conveyed by the Grantor to the Grantees by Warranty Deed dated July 18, 2000, and recorded on August 1, 2000, as Document No. 495135 in the Recorder's Office of Morgan County; thence East, along the South line of said parcel, 300 feet; thence South Nine (9) feet; thence West, along a line parallel with the South line of said parcel, 300 feet to the West line of said Half Quarter Section; thence North along the West line of said Half Quarter Section Nine (9) feet to the point of beginning.

And:

> Part of the East Half of the Northeast Quarter of Section Ten (10) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Beginning at a point 300 feet East of the Northwest corner of said Half Quarter Section; thence East, along the North line of said Half Quarter Section 75 feet; thence South 259 feet; thence West 375 feet to the West line of said Half Quarter Section; thence North along the West line of said Half Quarter Section 80 feet; thence East 300 feet; thence North 179 feet to the Point of Beginning.

And:

> **Part of the East Half of the Northeast Quarter of Section Ten (10) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Beginning at a point on the West line of said half quarter section, said point being 259 feet South of the Northwest corner of said half quarter section; thence South, along said West line, a distance of 116 feet; thence East 375 feet; thence North 116 feet; thence West 375 feet to the Point of Beginning.**

Tax Parcel Reference: 1410200010 (3.23 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626504
Receipt #: 18146251 Total Fees: $60.00
Pages Recorded: 10 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 5/20/2019 2:27:22 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~1~~ 3 00; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of January 26, 2019 (the "Effective Date"), by and between Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001; and Harriet Lee Lund, a ~~single /~~ married person (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

10

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Charles D. Ransdell, III, Trustee of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001

THE STATE OF Colorado §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 4 day of January, 20 19 by Charles D. Ransdell, III, Trustee of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001.

RYAN SANDBERG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154042134
MY COMMISSION EXPIRES OCTOBER 27, 2019

[SEAL]

_____
Printed Name: Ryan Sandberg
Notary Public in and for the State of Colorado
My Commission Expires: 10-27-2019

By: _____
Name: Marilyn P. Ransdell, Trustee of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001

THE STATE OF Colorado §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 4 day of January, 20 19 by Marilyn P. Ransdell, Trustee of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001.

RYAN SANDBERG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154042134
MY COMMISSION EXPIRES OCTOBER 27, 2019

[SEAL]

_____
Printed Name: Ryan Sandberg
Notary Public in and for the State of Colorado
My Commission Expires: 10-27-2019

"LESSOR"

By: Harriet Lee Lund
Name: Harriet Lee Lund

THE STATE OF Minnesota §
§
COUNTY OF Dakota §

This instrument was acknowledged before me on the 26 day of January, 2019 by Harriet Lee Lund.

Angela Arnold
Printed Name: Angela Arnold
Notary Public in and for the State of MN
My Commission Expires: 01/31/2020

[SEAL]

ANGELA M. ARNOLD
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

Spouse's Signature (if applicable)*

By: Paul T. Lund
Name: PAUL T. LUND

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Minnesota §
§
COUNTY OF Dakota §

This instrument was acknowledged before me on the 26 day of January, 2019 by Paul Thorvald Lund, spouse.

Angela Arnold
Printed Name: Angela Arnold
Notary Public in and for the State of MN
My Commission Expires: 01/31/2020

[SEAL]

ANGELA M. ARNOLD
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 17th day of April 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West Half of the Northwest Quarter of Section Thirty-four (34) and the East Half of the East Half of the Northeast Quarter of Section Thirty-three (33), all located in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT the following part thereof: Part of the West Half of the Northwest Quarter of Section Thirty-four (34), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at the Southeast corner of the Northwest Quarter of said Section 34; thence on an assumed bearing of North 90°00'00" West along the South line of said Northwest Quarter a distance of 1,883 feet to the true point of beginning; thence North 00°57'00" East a distance of 30 feet, more or less, to an iron rod on the existing North right-of-way line of a public highway known as the Woodson-Franklin Road; thence continuing North 00°57'00" East a distance of 630 feet to an iron rod; thence North 90°00'00" East a distance of 524.8 feet to an iron rod on the existing West right-of-way line of a public highway known as Rees Station Road; thence continuing North 90°00'00" East a distance of 30 feet, more or less, to a point on the East line of the West Half of the Northwest Quarter of said Section 34; thence South 00°52'00" West along the East line of said Half Quarter Section a distance of 660 feet, more or less, to a point on the South line of the Northwest Quarter of said Section 34; thence North 90°00'00" West along the South line of said Northwest Quarter a distance of 555.8 feet, more or less, to the true point of beginning.

AND

The West Half of the Northeast Quarter of Section Thirty-two (32), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT beginning at a point 185 feet North of the Southwest corner of the Northeast Quarter of said Section 32, said point being the Northwest corner of a tract of land described in a certain Quit Claim Deed from Edward Rawlings and Sarah Ann Rawlings to James Rawlings, William Leak, Daniel Davis, and Edward Rawlings, Trustees of Dearborn Chapel, and their successors in office, dated August 3, 1863, and recorded in Deed Book UU, Page 129, in the Recorder's Office of Morgan County, Illinois; thence North 126 feet; thence East 238 feet; thence South 310 feet, more or less, to the South line of said quarter section; thence West 73 feet to the Southeast corner of said tract of land; thence North 185 feet along the East line of said tract of land to the Northeast corner thereof; and thence West 165 feet along the North line of said tract of land to the point of beginning. ALSO EXCEPT about 1 acre beginning at the Southwest corner of the Northeast Quarter of said Section 32; thence East 165 feet; thence North 185 feet; thence West 165 feet and thence South to the point of beginning.

AND

The East Half of the Southeast Quarter and the East Half of the West Half of the Southeast Quarter of Section Thirty-two (32) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT the following part thereof: Part of the West Half of the Southeast Quarter of Section Thirty-two (32) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Beginning at the intersection of the East line of the West Half of the Southeast Quarter of said Section 32, with the South right of way line of the Woodson-Franklin Road, which passes along the North side of the West Half of the Southeast Quarter of said Section 32; thence South along said East line 340 feet; thence West parallel with said right of way line 302 feet; thence North parallel with said East line 340 feet, more or less, to the South right of way line of the Woodson-Franklin Road; thence East along said South right of way line 302 feet, more or less, to the point of beginning.

AND

Commencing at a point South 89°40' West 1089 feet from the Northeast corner of the West Half of the Southeast Quarter of Section Twenty-five (25) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, and running thence South 20' East 2452 feet, more or less, to the North side of Franklin and Jacksonville Road, thence North 58°12' West 313.7 feet, thence North 63°34' West 800 feet; thence North 38°6' East 348.5 feet; thence North 50°29' West 874.5 feet; thence North 33°6' East 1303 feet; thence North 89°40' East 706 feet to the place of beginning, containing 52.18 acres, except that part conveyed by deed dated and recorded August 13, 1970, in Deed Drawer 1, Card 540, in the Recorder's Office of Morgan County, Illinois, bounded and described as follows:

Part of the South Half of Section 25 in Township 14 North and Range 9 West of the Third Principal Meridian, being more particularly described as follows: Commencing at a stone at the Northeast corner of the Morton Property as shown in Book of Deeds 139 at Page 19, in the Recorder's Office of Morgan County, Illinois, thence South 0°1' West along the East line of said Morton Property 1329.91 feet to an iron pipe,

said iron being the Point of Beginning, thence continuing South 0°10' West 1110.89 feet to the North side of the Old Franklin and Jacksonville Road (State Street), thence North 58°12' West 313.70 feet, thence North 63°34' West 315.49 feet, thence North 0°10' East 806.74 feet, thence South 89°50' East 550.00 feet to the point of beginning, said tract containing 12.00 acres, also excepting therefrom that part conveyed by deed to Richard H. Roodhouse and Bonnie L. Roodhouse and recorded July 6, 1973, in Deed Drawer 2 at Card 1024, in the Recorder's Office of Morgan County, Illinois, which is described as follows:

Part of the South Half of Section 25 in Township 14 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Beginning at an iron pipe at the Southwest corner of the Reginald Toler property as recorded in the Recorder's Office of Morgan County, Illinois, in Deed Drawer 1, Card 540, thence North 63°34' West along the North line of the Old Franklin to Jacksonville Road a distance of 245.00 feet, thence North 26°26' East a distance of 232.00 feet; thence South 63°34' East a distance of 130.51 feet to the West line of said Toler property; thence South 0°10' West along said West line a distance of 258.71 feet to the Point of Beginning, said tract containing 1.00 acres, more or less, subject to highways as now located, situated in Morgan County, Illinois.

AND

The West Half of the Southeast Quarter of Section Twenty-nine (29), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

AND

The East half of the Northeast quarter of Section Twenty-eight (28) lying North of the right-of-way of the Chicago, Missouri & Western Railroad in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626505
Receipt #: 18146251 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 5/20/2019 2:27:23 PM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of April 10, 2019 ("**Effective Date**"), by and between **Betty B. Strawn, a single person** ("**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

7

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Betty B. Strawn
c/o Gary B. Strawn
2900 Old Route 36
Alexander, IL 62601
Telephone: 217-478-2281

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: Gary E. Strawn
Name: Betty B. Strawn by Gary E. Strawn, Attorney-in-Fact

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 10 day of April, 2019 by Gary E. Strawn, as Attorney-in-Fact for Betty B. Strawn.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 6-22-19

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 17th day of April, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

Part of the South half of the South East quarter of Section Twenty-three (23) and part of the North Half of the North East quarter of Section Twenty-six (26) in Township Fifteen (15) North and Range Nine (9), West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Starting at the North East corner of the South East quarter of said Section Twenty-three (23), South 2,744.5 feet to the true point of beginning, thence West 188 feet, thence South to the North line of the public highway known as State Bond Issue Route #10, thence Easterly along the North line of said public highway to the East line of said Section Twenty-six (26) and thence North to the point of beginning.

Tax Parcel Reference: 1026200011 (0.86 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626506
Receipt #: 18146251
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 5/20/2019 2:27:24 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 26, 2019 (the "Effective Date"), by and between Wilmirth Scott Briggs, a single ~~married~~ person, and the First Presbyterian Church, of Jacksonville, Illinois (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Wilmirth Scott Briggs
Name: Wilmirth Scott Briggs
4-19-2019

THE STATE OF CALIFORNIA §
§
COUNTY OF Los Angeles §

This instrument was acknowledged before me on the 19 day of April, 2019, by Wilmirth Scott Briggs.

Eileen Marie Faye
Printed Name: Eileen Marie Faye.
Notary Public in and for the State of CALIFORNIA
My Commission Expires: July 24, 2021

[SEAL]

EILEEN MARIE FAYE
Notary Public - California
Los Angeles County
Commission # 2206943
My Comm. Expires Jul 24, 2021

Spouse's Signature (if applicable)*

By: N/A
Name: N/A

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

EILEEN MARIE FAYE
Notary Public - California
Los Angeles County
Commission # 2206943
My Comm. Expires Jul 24, 2021

"LESSOR"

First Presbyterian Church, of Jacksonville, Illinois

By: _____
Name: John Bury
Title: Treasurer

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 26 day of April, 2019, by John Bury, as Treasurer of the First Presbyterian Church, of Jacksonville, Illinois.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

_____
Printed Name: Michael Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of May, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The south half of the southwest quarter of section thirtyfour (34) in township fourteen (14) North and Range nine (9) West of the Third Principal Meridian

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626507
Receipt #: 18146251 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 5/20/2019 2:27:25 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 24, 2019 (the "Effective Date"), by and between Daniel D. Newton and Shelly J. Newton, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Daniel D. Newton

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 24 day of April, 2019 by Daniel D. Newton.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021
[SEAL]

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

By: _____
Name: Shelly J. Newton

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 24 day of April, 2019 by Shelly J. Newton.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021
[SEAL]

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of May, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-2:

Part of the Southeast quarter (SE¼) of Section Nineteen (19), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Beginning at a point 750.86 feet North and 138.60 feet West of the Southeast corner of Section 19, Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian; thence South 89°09'38" West a distance of 2519 feet, more or less, to a point on the West line of the Southeast quarter (SE¼) of said Section Nineteen (19), said point being 764.09 feet North of the Southwest corner of the Southeast quarter (SE¼) of said Section Nineteen (19); thence North along said West line a distance of 688.54 feet; thence North 89°09'38" East a distance of 2621 feet, more or less, to a point 1440.89 feet North and 40 feet West of the Southeast corner of Section Nineteen (19); thence South 70.07 feet; thence West 98.6 feet; thence South 619.96 feet to the point of beginning.

Tracts 3-4:

All that part of the following described premises lying North of the District Road running East and West through the center of Sections Nineteen (19) and Twenty (20), the West half (W½) of the West half (W½) of the Northwest quarter (NW¼) of Section Twenty (20); Eleven (11) acres off of the East side of the Northeast quarter (NE¼) of Section Nineteen (19), all in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, EXCEPTING THEREFROM that portion heretofore conveyed to the State of Illinois, in Deed dated January 26, 1973, filed in the Recorder's Office of Morgan County, Illinois, in Deed Drawer 2, Card 132.

Tracts 5-7:

The East half of the Northwest quarter of Section Twenty (20); the East half of the West half of the Northwest quarter of Section Twenty (20), all in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT the following:

(a) that portion heretofore conveyed to the State of Illinois, in a deed dated January 22, 1973 and recorded in the Recorder's Office of Morgan County, Illinois on March 2, 1973 in Deed Drawer 2, Card 111, Document #191040.

(b) that portion conveyed by Deed recorded July 31, 1974 in Deed Drawer 2, Card 3649 as Document #198498 described as follows: Part of the Southeast quarter of the Northwest quarter of Section 20 in Township 15 North and Range 9 West of the Third Principal Meridian, being more particularly described as follows: Commencing at the Northeast corner of the Northwest quarter of Section 26 in Township 15 North and Range 9 West of the Third Principal Meridian, thence West along the North line of the Northwest quarter of Section 20 a distance of 277.65 feet, thence South perpendicular to said North line a distance of 2,045.85 feet to a point on the North right-of-way line of an existing public road, said point being the true point of beginning: thence North 89°57'40" East along said right-of-way line a distance of 105.23 feet, thence Northeasterly along a line curving to the left and having a radius of 111.42 feet a distance of 173.56 feet, thence North 0°42'40" East along the West right-of-way line of an existing public road a distance of 105.23 feet, thence South 89°57'40" West a distance of 215.20 feet, thence South 0°42'40" West a distance of 215.20 feet to the point of beginning.

(c) that portion conveyed by Deed recorded May 28, 2010 as Document #576564 described as follows: Part of the Northwest quarter (NW¼) of Section Twenty (20), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at an iron pipe marking the Northwest corner of the Northwest quarter of Section Twenty (20), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; thence North 88° 43' 12" East (basis of bearing is from an I.D.O.T. R.O.W. plat for F.A. Rte. 408) along the North line of the Northwest quarter (NW¼) of said Section Twenty (20) a distance of 1515.59 feet; thence South 01° 16' 48" East a distance of 2390.85 feet to an iron rod marking the true point of beginning; thence South 87° 22' 18" East a distance of 245.00 feet to an iron rod; thence South 01° 24' 48" West a distance of 238.32 feet to an iron rod on the North R.O.W. line of a public road known as Arnold Road; thence South 88° 41' 16" West along said R.O.W. line a distance of 240.85 feet to an iron rod; thence North 00° 25' 56" East a distance of 255.00 feet to the true point of beginning.

Tract 8:

All that part of the Northeast quarter (NE¼) of Section Nineteen (19) lying East of the public road, in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, EXCEPT Eleven (11) acres off of the East side of said Northeast quarter of Section 19, in Township 15 North and Range 9 West of the Third Principal Meridian, AND EXCEPT all that part conveyed to the

People of the State of Illinois, Department of Transportation, by an instrument recorded on August 16, 1973, in Deed Drawer 2, Card 1345, Document #193743, in the Morgan County, Illinois, Recorder's Office, and conveyed to Morgan County, Illinois by a Deed recorded July 7, 1969 in Deed Record 197 at Page 705 as Document #130678.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626508
Receipt #: 18146251 Total Fees: $60.00
Pages Recorded: 5 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 5/20/2019 2:27:26 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 24, 2019 (the "Effective Date"), by and between Daniel D. Newton, Trustee of the Farmland Trust 42627, dated September 4, 2013 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Daniel D. Newton, Trustee

Name: Daniel D. Newton, Trustee of the Farmland Trust 42627, dated September 4, 2013

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 24 day of April, 2019, by Daniel D. Newton, Trustee of the Farmland Trust 42627, dated September 4, 2013.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

Christina Mussatto

Printed Name: Christina Mussatto

Notary Public in and for the State of Illinois

My Commission Expires: 12/19/21

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2nd day of May, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West Half of the Northeast Quarter; The West Half of the East Half of the Northeast Quarter; and 83.845 acres off of the South side of the Northwest Quarter; all in Section Eighteen, Township Fifteen North, Range Eight West of the Third Principal Meridian in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626607
Receipt #: 18146403
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 5/29/2019 10:43:32 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 30, 2019 (the "Effective Date"), by and between Sally J. Plunkett, a married person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Sally J. Plunkett
Name: Sally J. Plunkett

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 30 day of April, 2019, by Sally J. Plunkett.

Printed Name: Andrew White
Notary Public in and for the State of IL
My Commission Expires:

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

Spouse's Signature*

By: Carroll Lee Plunkett
Name: Carroll Lee Plunkett

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 30 day of April, 2019, by Carroll Lee Plunkett, spouse.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires:

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6th day of May, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

Part of the North half of the Northwest quarter of Section Twelve (12) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the North line of said half quarter section 18.96 chains West of the Northeast corner of said half quarter section and running thence South 15.42 chains, thence West to the West line of said half quarter section, thence North 15.42 chains to the Northwest corner of said half quarter section, and thence East to the place of beginning.

Tracts 2-3:

The East Half (E. ½) of the Northeast Quarter (NE ¼) of Section Thirty-three (33), Township Sixteen (16) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois;

AND ALSO,

Part of the West Half (W. ½) of the Northwest Quarter (NW ¼) of Section Thirty-four (34), Township Sixteen (16) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, Described as follows:

Beginning at an iron marker at the Southwest corner of the Northwest Quarter (NW ¼) of said Section Thirty-four (34); thence on an assumed bearing of North 00°12'49" East a distance of 2,645.41 feet to an iron pipe at the Northwest corner of said Northwest Quarter (NW ¼); thence South 89°46'05" East along the North line of said Northwest Quarter (NW ¼) a distance of 76.45 feet; thence South 01°04'48" West along an existing fenceline, a distance of 931.01 feet; thence South 03°02'35" West along an existing fenceline, a distance of 395.07 feet; thence South 89°19'27" East along an existing fenceline, a distance of 191.62 feet; thence South 00°30'20" West along an existing fenceline, a distance of 882.29 feet; thence South 01°51'54" East a distance of 195.28 feet to a point on the centerline of an existing public road, known as Walpole Road; thence North 90°00'00" East a distance of 20.00 feet to a point on the existing Easterly right-of-way line of said Walpole Road; thence South 00°45'18" West along said Easterly right-of-way line, a distance of 241.4 feet, more or less, to a point on the South line of the Northwest Quarter (NW ¼) of said Section Thirty-four (34); thence North 89°41'48" West along the South line of said Northwest Quarter (NW ¼) a distance of 254.8 feet, more or less, to the Point of Beginning.

Tract 4:

All that part of the North half of the Southeast quarter of Section Sixteen (16) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, lying East of the Chicago and Alton Railroad right of way. Situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626608
Receipt #: 18146403
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 5/29/2019 10:43:33 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of April 30, 2019 (the "Effective Date"), by and between E & S Family Farms, LLLP, an Illinois limited liability limited partnership ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

E & S Family Farms, LLLP, an Illinois limited liability limited partnership

By: Sally J. Plunkett
Name: SALLY J. PLUNKETT
Title: PARTNER

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 30 day of April, 2019, by Sally Plunkett as the General Partner of E & S Family Farms, LLLP, an Illinois limited liability limited partnership.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires:

[SEAL]

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____ as the _____ of E & S Family Farms, LLLP, an Illinois limited liability limited partnership.

Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6th day of May, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The East 30 acres off of the East Half of the Southwest Quarter of Section Thirty-three (33);

All in Township Sixteen (16) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2:

The North Half of the Southeast Quarter of Section Thirty-three (33);

All in Township Sixteen (16) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 3:

A tract of land described as follows: Beginning at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section Thirty-four (34), and running thence South 14 chains, thence 37 degrees East 6.14 chains, thence North 9.09 chains, thence West 3.67 chains to the place of beginning, all in township Sixteen (16) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois;

Tract 4:

A tract of land lying in and being a part of fractional Section Five (5), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, being more fully described as follows: From a point marking the Southwest corner of the Northwest quarter of Section 8, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois run South 89 degrees, 36 minutes 43 seconds East along the South line of the Northwest Quarter of the aforementioned Section 8 a distance of 301.34 feet; thence North 00 degrees 00 minutes East 3,699.26 feet to the true point of beginning; thence North 00 degrees and 00 minutes East 2,560.96 feet; thence South 89 degrees, 29 minutes and 11 seconds East 1,580.57 feet; thence South 01 degrees, 34 minutes and 10 seconds East 2,562.55 feet; thence North 89 degrees, 29 minutes and 11 seconds West 1,650.76 feet to the point of beginning, containing 94.98 acres, more or less, with the above-described being subject to the non-exclusive access easement being the West 12.50 feet of the South 650.00 feet of the above described tract;

Tract 5:

The West Half of the West Half of the Northwest Quarter of Section Eleven (11) in Township Thirteen (13) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626727
Receipt #: 18146581
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 6/6/2019 10:15:16 AM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of May 17, 2019 ("**Effective Date**"), by and between **Richard R. Freeman, Trustee of the Richard R. Freeman Trust No. 2016, established by Declaration of Trust dated October 4, 2016 and Tina G. Freeman, Trustee of the Tina G. Freeman Trust No. 2016, established by Declaration of Trust dated October 4, 2016** (collectively, "**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Richard R. and Tina G. Freeman, Trustees
Richard R. Freeman Trust No. 2016
Tina G. Freeman Trust No. 2016
1074 Asbury Road
Jacksonville, IL 62650
Telephone: 217-473-8005

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: _____
Name: Richard R. Freeman, Trustee of the Richard R. Freeman Trust No. 2016, established by Declaration of Trust dated October 4, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 17th day of May, 2019 by Richard R. Freeman, Trustee of the Richard R. Freeman Trust No. 2016, established by Declaration of Trust dated October 4, 2016.

"OFFICIAL SEAL"
KATHRYN GRADY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-23-2020

[SEAL]

_____
Printed Name: Kathryn Grady
Notary Public in and for the State of Illinois
My Commission Expires: 3-23-2020

By: _____
Name: Tina G. Freeman, Trustee of the Tina G. Freeman Trust No. 2016, established by Declaration of Trust dated October 4, 2016

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 17th day of May, 2019 by Tina G. Freeman, Trustee of the Tina G. Freeman Trust No. 2016, established by Declaration of Trust dated October 4, 2016.

"OFFICIAL SEAL"
KATHRYN GRADY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-23-2020

_____
Printed Name: Kathryn Grady
Notary Public in and for the State of Illinois
My Commission Expires: 3-23-2020

[SEAL]

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 21st day of May, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL) DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

Part of the Northeast quarter of the Northwest quarter of Section Twelve (12) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 12 in Township 14 North and Range 10 West of the Third Principal Meridian, thence North 90°00'00" East along the North line of said quarter quarter section a distance of 684.83 feet, thence South 00°00'00" West 216.23 feet to the true point of beginning, thence South 34°05'01" West 406.09 feet, thence South 00°07'37" West 539.10 feet, thence North 89°29'24" East 530.87 feet, thence North 29°32'29" East 518.74 feet, thence North 06°10'51" East 135.23 feet, thence North 57°03'35" West 388.47 feet, thence North 79°07'40" West 131.78 feet, thence North 67°19'44" West 126.77 feet to the true point of beginning.

Tax Parcel References: 1312100007 (12.06 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626728
Receipt #: 18146581
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 6/6/2019 10:15:17 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of May 1, 2019 (the "Effective Date"), by and between Freeman Farms, LTD., an Illinois corporation ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

7

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Freeman Farms, LTD., an Illinois corporation

By: _____
Name: James W. Freeman, Jr.
Title: President

THE STATE OF Illinois §
§
COUNTY OF Scott §

This instrument was acknowledged before me on the 15th day of May, 2019, by James W. Freeman, Jr., as President for Freeman Farms, LTD., an Illinois corporation.

Mary K McElfresh
MARY K MCELFRESH
Printed Name: _____
Notary Public in and for the State of Ill.
My Commission Expires: 08/08/21

[SEAL]

OFFICIAL SEAL
MARY K. MCELFRESH
Notary Public - State of Illinois
My Commission Expires Aug. 8, 2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 21st day of May, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-6:

The Northeast Quarter of the Southwest Quarter of Section Twelve (12), the East Half of the Northwest Quarter of Section Twelve (12), and the West Half of the Northeast Quarter of Section Twelve (12); all in Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, in Morgan County, Illinois; and

The West Half of the Southwest Quarter of Section One (1), except 20 acres off of the North end of said Half Quarter Section, containing 60 acres, more or less; 12 1/2 acres off of the East end of 50 acres off of the South side of the Southeast Quarter of Section Two (2); also, the following described tract of land: Commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section Twelve (12), running thence South 33 feet, and thence West 33 feet, thence North 33 feet, and thence East 33 feet to the place of beginning, containing 1/40 of an acre, all in Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, in Morgan County, Illinois;

Part of the East Half of the East Half of the Northeast Quarter of Section 11 and part of the West Half of the Northwest Quarter of Section 12 described as follows: Beginning at the Northwest corner of the East Half of the East Half of the Northeast Quarter of Section 11, thence Southerly along the centerline of the right of way of the presently existing road formerly known as the Jacksonville to Carlinville Road 1,104 feet, thence East 1,949 feet, thence North 1,095.5 feet, thence West 1,950 feet to the point of beginning; except the West 950 feet thereof, all in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, subject to highways now located and easements of record.

Also, subject to easements and rights of way of record, and highways as now located.

Less and Except:

Parcel A: Part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 12, Township 14 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 12, Township 14 North, Range 10 West of the Third Principal Meridian; thence North 90°00'00" East along the North line of said Quarter-Quarter Section a distance of 684.83 feet; thence South 00°00'00" West 216.23 feet to the true point of beginning; thence South 34°05'01" West 406.09 feet; thence South 00°07'37" West 539.10 feet; thence North 89°29'24" East 530.87 feet; thence North 29°32'29" East 518.74 feet; thence North 06°10'51" East 135.23 feet; thence North 57°03'35" West 388.47 feet; thence North 79°07'40" West 131.78 feet; thence North 67°19'44" West 126.77 feet to the true point of beginning, said parcel containing 12.06 acres, more or less;

Tract 7:

The North half of the Northwest quarter of Section Two (2), Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

Less and Except:

Part of the North half of the Northwest quarter of Section Two (2) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, being more particularly described as follows: Commencing at the Southwest corner of the North half of the Northwest quarter of Section 2 in Township 14 North and Range 10 West of the Third Principal Meridian, thence East along the South line of said North half a distance of 2,171 feet to an iron rod, said iron rod being the true point of beginning, thence North 275 feet to an iron rod, thence East 410 feet, more or less, to a point on the East line of said North half, thence South 275 feet, more or less, to the Southeast corner of said North half, thence West 410 feet, more or less, to the point of beginning. Subject to roadways as now located. Said parcel containing 2.59 acres, more or less.

Tracts 8-9:

The West Half of the Southeast Quarter, excepting Twenty (20) feet off of the East side thereof used for road purposes; the East Half of the Southwest Quarter and the North Half of the Northwest Quarter of the Southwest Quarter, all in Section One (1), Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

Tracts 10-11:

Part of the East Half of the East Half of the Northeast Quarter of Section Eleven (11) and Part of the West Half of the Northwest Quarter of Section Twelve (12) described as follows:

Beginning at a point 290 feet Soutth of the Northwest corner ofthe East Half of the East Half of the Northeast Quarter of Section Eleven (11) thence Southerly along the center line of the right of way of the presently existing road formerly known as the Jacksonville to Carlinville Road 579 feet, thence East 500 feet, thence South 235 feet, thence East 450 feet, thence North 814 feet, thence West 950 feet to the point of beginning; all in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, subject of highways as now located and easements of record. All situated in Morgan County, Illinois.

Tract 12:

The Southeast Quarter (SE¼) of Section Twenty-four (24) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 13:

Part of the East half (E 1/2) of the East half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Beginning at a point 526.5 feet South of the Northeast corner of the Southeast Quarter of Section 2, Township 14 North, Range 10 West of the Third Principal Meridian; thence South 1278 feet, more or less, to the Northeast corner of 50 acres off the South end of the Southeast Quarter of said Section 2; thence West 650 feet, more or less, to a point on the West line of the East half of the East half of said Southeast Quarter; thence North 1278 feet, more or less, to a point 526.5 feet South of the North line of the Southeast Quarter (SE 1/4) of said Section 2; thence East 650 feet, more or less, to the point of beginning;. subject to roadways as now located;.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 626729
Receipt #: 18146581 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 6/6/2019 10:15:18 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of May 8, 2019 (the "Effective Date"), by and between VM3 Family, L.P., an Illinois limited partnership ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

7

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

VM3 Family, L.P., an Illinois limited partnership

By: VM3, Inc., an Illinois corporation, its General Partner

By: A. D. Van Meter
Name: Abram D. Van Meter
Title: President

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 8th day of May, 20 19, by Abram D. Van Meter, President of VM3, Inc., an Illinois corporation, General Partner of VM3 Family, L.P., an Illinois limited partnership.

Randa R. Hinds
Printed Name: Randa R. Hinds
Notary Public in and for the State of Illinois
My Commission Expires: 08/17/2020

[SEAL]

OFFICIAL SEAL
RANDA R. HINDS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08-17-2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 23rd day of May, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East half of Section Thirteen (13) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian,

Part of the East half of the Southwest quarter of Section Twelve (12) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, described as follows:

Beginning at the Southwest corner of said Half quarter section, running thence North 5 chains 25 links to the center of the North fork of Mauvaisterre Creek, thence down the Creek, following the meanderings thereof to the point where the State road from Jacksonville to Springfield crosses said creek, thence in a Northeasterly direction along the center of said road to the intersection of said road with the East line of said half quarter section, thence South to the Southeast corner of said half quarter section and thence West to the place of beginning, containing 34 acres, more or less.

Two (2) square rods in the Northeast corner of the Northwest quarter of Section Thirteen (13) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, described as follows:

Beginning at the Northeast corner of said quarter section, thence West 2 rods, thence Southeasterly to a point 2 rods South of said Northeast corner and thence North to the place of beginning, containing altogether 350 acres, more or less;

All subject to highways as now located and easements of record.

All that part of the Southeast quarter of Section Twelve (12) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, lying South of the State Road leading from Jacksonville to Springfield, containing One Hundred Thirty-seven and seventy-five hundredths acres, subject to highways as now located, and easements of record.

Part of the East half of the Southwest quarter of Section Twelve (12) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, described as follows: Beginning at a point 3.78 chains North of the Southwest corner of the Southeast quarter of the Southwest quarter of Section 12 in Township 15 North and Range 9 West of the Third Principal Meridian, running thence North 73°30' East, 2.50 chains, thence North 62°30' East 2 chains, thence North 55°30' East 1.50 chains, thence North 56°30' East 1 chain, thence North 40°30' East 80 links, thence North 5° East 1 chain, thence North 9° East 1.30 chains, thence North 33° East 72 links, thence North 17° East 28 links, thence North 42° East 73 links, thence North 72° East 50 links, thence North 65° East 210 links, thence North 3° 30' East 157 links, thence North 7° East 209 links, thence North 135 links, thence North 73°30' East 202 links, thence North 11°30' East 192 links, thence North 88°30' West 3.77 chains, thence North 19° West 1 chain, thence North 16° East 1 chain, thence North 31°15' East 1.62 chains, thence North 21°30' West 1.30 chains, thence South 64°30' West 2.90 chains, thence North 35°40' West 1.88 chains, to the center of the State Road thence South 55°30' West 5.82 chains, thence South 67°10' West 1.21 chains to a rock on the West side of the Southeast quarter of the Southwest quarter, thence south 16.74 chains to the place of beginning, containing 16.84 acres (As surveyed by Charles W. Brown, Public Engineer, Jacksonville, Illinois), subject to highways as now located and easements of record.

It is the intention of the Grantor to convey all real estate lying in the East Half of the Southwest Quarter of Section 12 lying South of the State Road.

Less and Except:

A tract of land lying in and being a part of the of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; described as follows: Commencing at a found disk marking the Northeast corner of the Northeast Quarter (NE¼) of said Section Thirteen (13); thence South 00°47'16" East on the East line of said Northeast Quarter (NE¼), 543.79 feet; thence North 90°00'00" West, 30.68 feet to a set iron pin marking the West right-of-way line of Illinois 123, also being the point of beginning; thence South 00°44'51" East on said West right-of-way line, 422.86 feet to a set iron pin; thence leaving said right-of-way line, South 84°42'04" West, 270.78 feet to a set iron pin; thence North 00°26'59" East, 121.34 feet to a set iron pin; thence North 90°00'00" West, 262.12 feet to a set iron pin; thence North 00°02'17" East, 248.80 feet to a set iron pin; thence North 34°40'25" East, 94.47 feet to a set iron pin; thence North 90°00'00" East, 471.36 feet to the point of beginning, containing 4.575 acres, more or less, all as per survey in November 2017 of Hans B. Distlehorst, Illinois, Professional Land Surveyor 035-3271, and recorded with the Morgan County Recorder on December 4, 2017 as Document #619679.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627652
Receipt #: 18147876
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:14:28 AM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of May 29, 2019 ("**Effective Date**"), by and between **Larry M. Robinson and Tamra R. Robinson, husband and wife** (collectively, "**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Larry M. and Tamra R. Robinson
2704 Loami Road
Franklin, IL 62638
Telephone: 217-415-1447

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: Larry M. Robinson
Name: Larry M. Robinson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 29 day of May, 20 19 by Larry M. Robinson.

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: 6-22-19

By: Tamra R. Robinson
Name: Tamra R. Robinson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 29 day of May, 20 19 by Tamra R. Robinson.

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

[SEAL]

Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: 6-22-19

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6th day of June, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020

DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

> Part of the Southwest Quarter of Section Three (3) and part of the Northwest Quarter of Section Ten (10), all in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at the Southwest corner of Section Three (3), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian; thence North 90°00'00" East along the South line of the Southwest Quarter of said Section 3 a distance of 738.19 feet to the true point of beginning; thence North 01°09'01" East 190.51 feet; thence South 88°50'59" East 180.00 feet; thence South 01°09'01" West 223.74 feet to a point on the Northerly right-of-way line of County Highway No. 21; thence North 78°04'29" West along said Northerly right-of-way line a distance of 49.20 feet; thence Northwesterly along said right-of-way line curving to the left and having a radius of 2,576.64 feet a distance of 133.42 feet; thence North 01°09'01" East 2.49 feet to the true point of beginning.

Tax Parcel Reference: 1403300010 (2.49 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627653
Receipt #: 18147876
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:14:29 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of May 29, 2019 (the "Effective Date"), by and between Larry M. Robinson and Tamra R. Robinson, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Larry M. Robinson
Name: Larry M. Robinson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 29 day of May, 20 19, by Larry M. Robinson.

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: 6-22-19

[SEAL]

By: Tamra R. Robinson
Name: Tamra R. Robinson

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 29 day of May, 20 19, by Tamra R. Robinson.

DAVID FABER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 22, 2019

Printed Name: David Faber
Notary Public in and for the State of Illinois
My Commission Expires: 6-22-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6th day of June, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the Southwest quarter of the Southeast quarter and part of the Southeast quarter of the Southeast quarter of Section Four (4) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows:

Commencing at a stone (as recorded in Surveyor's Book "B" on Page 103 in the Recorder's Office of Morgan County) at the Northwest corner of the Southeast quarter of the Southwest quarter of the Southeast quarter of said Section Four (4), thence East 495.7 feet to the point of beginning; thence continuing East 332.95 feet to a point on the centerline of the public road, thence North 0 degrees 10 minutes West 61.75 feet along the centerline of said public road; thence Northwesterly a distance of 203.8 feet along said centerline along a curve to the left, said curve being tangent to the last described line at the last described point, and having a radius of 520.87 feet; thence North 22 degrees 35 minutes West 111.0 feet along the centerline of said public road; thence Northwesterly a distance of 309.15 feet along said centerline along a curve to the right, said curve being tangent to the last described line at the last described point, and having a radius of 954.93 feet; thence North 89 degrees 42 minutes West 172.0 feet, thence South 0 degrees 38 minutes West 660.0 feet to the point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627654
Receipt #: 18147876
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:14:30 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of May 24, 2019 (the "Effective Date"), by and between Gerald F. Cleer, a single ~~/ married~~ person, and Michael H. Cleer, a ~~single /~~ married person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Gerald F. Cleer
Name: Gerald F. Cleer

THE STATE OF IL §
§
COUNTY OF Lee §

This instrument was acknowledged before me on the 24 day of May, 2019, by Gerald F. Cleer.

Jamie Hubbell
Printed Name: Jamie Hubbell
Notary Public in and for the State of IL
My Commission Expires: 11.9.20

SEAL "OFFICIAL SEAL"
JAMIE E. HUBBELL
Notary Public, State of Illinois
My Commission Expires November 9, 2020

Spouse's Signature (if applicable)*

By: _____
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSOR"

By: Michael H. Cleer
Name: Michael H. Cleer

THE STATE OF IL §
§
COUNTY OF Lee §

This instrument was acknowledged before me on the 24 day of May, 20 19, by Michael H. Cleer.

Jamie Hubbell
Printed Name: Jamie Hubbell
Notary Public in and for the State of IL
My Commission Expires: 11.9.20

[SEAL]

"OFFICIAL SEAL"
JAMIE E. HUBBELL
Notary Public, State of Illinois
My Commission Expires November 9, 2020

Spouse's Signature (if applicable)*

By: See Attached
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSOR"

By: Michael H. Cleer
Name: Michael H. Cleer

THE STATE OF IL §
§
COUNTY OF Lee §

This instrument was acknowledged before me on the 24 day of May, 2019, by Michael H. Cleer.

Jamie Hubbell
Printed Name: Jamie Hubbell
Notary Public in and for the State of IL
My Commission Expires: 11.9.20

[SEAL] "OFFICIAL SEAL"
JAMIE E. HUBBELL
Notary Public, State of Illinois
My Commission Expires November 9, 2020

Spouse's Signature (if applicable)*

By: Nancy Cleer
Name: NANCY Cleer

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL. §
§
COUNTY OF LASALLE §

This instrument was acknowledged before me on the 21st day of JUNE, 2019, by NANCY CLEER, spouse.

Laura L. Schweickert
Printed Name: LAURA L. SCHWEICKERT
Notary Public in and for the State of IL.
My Commission Expires: 6-28-19

"OFFICIAL SEAL"
[SEAL] LAURA L. SCHWEICKERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/28/2019

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9th day of July, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Southeast Quarter of Section 26 and the West Half of the Southwest Quarter of Section 25, all in Township 15 North, Range 9 West of the Third Principal Meridian; situated in the County of Morgan and the State of Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627655
Receipt #: 18147876
Pages Recorded: 8
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:14:31 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT RETURN TO

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 12, 2019 (the "Effective Date"), by and between Boss Farms, LLC, a Wyoming limited liability company ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Boss Farms, LLC, a Wyoming limited liability company

By: David R. Armstrong
Name: David R. Armstrong
Title: Manager

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12 day of June, 2019 by David R. Armstrong, Manager, Boss Farms, LLC, a Wyoming limited liability company.

Printed Name: Michael Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

[SEAL]

By: Betsy A. Hutchison
Name: Betsy A. Hutchison
Title: Manager

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12 day of June, 2019 by Betsy A. Hutchison, Manager, Boss Farms, LLC, a Wyoming limited liability company.

Printed Name: Michael Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of June 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West Half of the Southeast Quarter (W ½ SE ¼) of Section 7 in Township 15 North and Range 9 West of the 3rd P.M., Morgan County, Illinois, PIN: 10-07-400-001, Property Address: 2443 Trafton Rd., Jacksonville, IL 62650; AND

The East Half of the Southeast Quarter (E ½ SE ¼) of Section 6 in Township 15 North, Range 9 West of the 3rd P.M., Morgan County, Illinois, PIN: 10-06-400-002; AND

The North Half of the Southeast Quarter (N ½ SE ¼) of Section 20 in Township 15 North, Range 8 West of the 3rd P.M., Morgan County, Illinois, PIN: 11-20-200-002; AND

The South Half of the Southeast Quarter (S ½ SE ¼) of Section 20 in Township 15 North, Range 8 West of the 3rd P.M., Morgan County, Illinois, PIN: 11-20-200-002; AND

All that part of the Northeast Quarter (NE ¼) of Section 20 in Township 15 North, Range 8 West of the 3rd P.M., that lies South of the South right of way line of Highway F.A. 408, also known as U.S. Route 36, as now constructed. Situated in Morgan County, Illinois, PIN: 11-20-200-002; AND

The Southeast Quarter (SE ¼) of Section 28, except a tract of land in the Southeast corner of said Quarter section, described as follows: Beginning at the Southeast corner of said Section 28, and running thence North 4.06 chains, thence West 4.06 chains, thence South 4.06 chains and thence East 4.06 chains to the place of beginning, also except: Beginning at a point 4.06 chains West of the Southeast corner of said Section 28, and running thence North 4.06 chains, thence West 438 feet, thence South 4.06 chains, thence East 438 feet to the place of beginning, PIN: 11-28-400-004 ; AND

The East Half of the Southwest Quarter (E ½ SW ¼) of Section 28; and all that part of the Northeast Quarter (NE ¼) of Section 28, which lies South of the right of way of the Wabash Railroad Company, PIN: 11-28-300-002 and PIN: 11-28-200-005; AND

All that part of the East half of the Northwest Quarter (E ½ NW ¼) of Section 28, which lies South of the right of way of the Wabash Railroad Company, PIN: 11-28-100-002; AND

Excepting from said Tract 1 the following described real estate: A tract of land containing 36.6 acres, more or less, in Section 28, Township 15 North, Range 8 West of the 3rd P.M., Morgan County, Illinois described as follows: Beginning at a point 1,558 feet South and 1,360 feet West of the intersection of the Wabash Railroad Company and 3,300 East rights-of-way, and from said point of beginning West 1,089 feet, thence South 1,465 feet, thence East 1,089 feet, thence North 1,465 feet to the place of beginning, PIN: 11-28-200-004 and PIN: 11-28-400-003, Property Address: 1345 Sangamon Morgan County Line Rd., New Berlin, IL 62670; AND

All that part of the East 332.62 feet of the Northeast Quarter (NE ¼) of Section 22 and the West 165 feet of the Northwest Quarter of Section 23, which lies South of the center line of the Old State Road, sometimes known as the Jacksonville and Springfield Road, and North of the centerline of the Norfolk and Western Railroad formerly the Wabash Railroad, right of way, all situated in Township 15 North, Range 10 West of the 3rd P.M., Morgan County, Illinois, PIN: 09-22-200-011 and PIN: 09-23-100-002; AND

108 acres off of the East side of the Northeast Quarter (NE ¼) of Section 12 in Township 15 North, Range 10 West of the 3rd P.M., Morgan County, Illinois, PIN: 09-12-200-002; AND

Part of the East Half of the Southwest Quarter (E ½ SW ¼) of Section 12, in Township 15 North, Range 10 West of the 3rd P.M., bounded and described as follows: Beginning 64 rods South of the Northeast corner of said half quarter section and running thence West 10 chains, thence South 9 chains and 14 links to the center of the public road, thence East along the center of said public road 10 chains, and thence North 10 chains and 30 links to the place of beginning, PIN: 09-12-300-002; AND

14 acres in the East Half of the Southeast Quarter of the Northwest Quarter (E ½ SE ¼ NW ¼) of Section 12, described as follows: Beginning at the Southeast corner of said quarter quarter section, running thence North 80 rods, thence West 28 rods, thence South 80 rods, and thence East 28 rods to the place of beginning, PIN: 09-12-100-004; AND

Also a part of the West Half of the Southeast Quarter (W ½ SE ¼) of Section 12, described as follows: Beginning at a point in the center of the County Road running East and West through said half quarter of section, North of the Southwest corner of said half quarter section, thence running North to the Northwest corner of said half quarter section, thence East 52 rods, more or less, thence South to the center of said County Road, aforesaid, and thence West 52 rods, more or less, to the place of beginning, PIN: 09-12-400-001; AND

Also a part of the East Half of the Southwest Quarter (E ½ SW ¼) of said Section 12, described as follows: Beginning at the Northeast corner of said Southwest Quarter (SW ¼) of section 12 aforesaid, thence running South 64 rods, more or less, thence West 40 rods, more or less, thence South 31 rods, more or less, to the center of the County Road running East and West through said half quarter section, hence West along the center of said road 40 rods, more or less, to the West line of said half quarter section and to the center of the County Road running North and South on said West line of said half quarter section, thence North along said West line and the center of said County Road 95 rods, more or less, to the Northwest corner of said half quarter section, and thence East 80 rods, more or less, to the place of beginning, containing 39.75 acres, more or less, PIN: 09-12-300-002; AND

Part of the Northwest Quarter (NW ¼) of Section 12 in Township 15 North, Range 10 West of the 3rd P.M., in Morgan County, Illinois, described as follows: Beginning at the Northeast corner of said quarter section and thence running 18.96 chains, thence South 15.42 chains, thence East 11.96 chains, thence South 4.58 chains, thence East 7 chains, and thence North 20 chains, to the place of beginning, PIN: 09-12-100-003; AND

Also, beginning 13.20 chains East of the Southwest corner of said quarter Section, and running thence North 24.58 chains, thence East 19.80 chains, thence South 24.58 chains, thence West 19.80 chains, to the place of beginning, PIN: 09-12-100-002;

All situated in Section 12, Township 15 North, Range 10 West of the 3rd P.M., in Morgan County, Illinois, containing approximately 81.5 acres, more or less; AND

The Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 12, Township 15 North, Range 10 West of the 3rd P.M., PIN: 09-12-300-001; AND

The East Half of the Southeast Quarter (E ½ SE ¼) of Section 11, Township 15 North, Range 10 West of the 3rd P.M., PIN: 09-11-400-003, Property Address: 1610 Mobil Rd., Jacksonville, IL, 62650; AND

The West Half of the Southeast Quarter (W ½ SE ¼) of Section 11, EXCEPT: Beginning at the Southwest corner of said half quarter section and running North 15 chains, thence East 10.70 chains, thence South 15 chains, thence West 10.70 chains, to the place of beginning, PIN: 09-11-400-003;

Also, part of the West Half of the Northeast Quarter (W ½ NE ¼) of Section 14, bounded and described as follows: Beginning at the Northeast corner of said half quarter section and running thence South 5.02 chains, thence West 9.22 chains, thence North 5.02 chains and thence East 9.22 chains to the place of beginning, PIN: 09-14-200-002;

All in Township 15 North and Range 10 West of the 3rd P.M., EXCEPTING THEREFROM the following: Part of the Southeast Quarter (SE ¼) of Section 11, Township 15 North, Range 10 West of the 3rd P.M., Morgan County, Illinois, being more particularly described as follows: Commencing at an iron rod at the Southwest corner of the Southeast Quarter (SE ¼) of Section 11, township 15 North, Range 10 West of the 3rd P.M., thence North 0°00'00" East along the West line of said Southeast Quarter (SE ¼) a distance of 990 feet to the true point of beginning; thence continuing North 0°00'00" East along said West line a distance of 419.63 feet; thence South 89°31'43" East a distance of 593.00 feet; thence South 02°16'06" East a distance of 423.82 feet; thence North 89°10'45" West a distance of 609.82 feet to the true point of beginning, subject to highways as now located; said parcel containing 5.88 acres, more or less; AND

The Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section 12, in Township 15 North, Range 10 West of the 3rd P.M., except the following described parcel: Beginning at the Southeast corner of said quarter quarter section and running thence North along the East line of said quarter quarter section a distance of 1,020 feet, more or less, to the public road; thence West a distance of 30 feet; thence South parallel with the East line of said quarter quarter section a distance of 1,020 feet, more or less, to the South line of said quarter quarter section and thence along said South line a distance of 30 feet to the place of beginning, all subject to highways as now located and easements, restrictions, and covenants of records, situated in Morgan County, Illinois, PIN: 09-12-300-007.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627656
Receipt #: 18147876
Pages Recorded: 8
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:14:32 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 12, 2019 (the "Effective Date"), by and between Armstrong Family Farm, LLC - Farm Land Series, an Illinois limited liability company ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR" Armstrong Family Farm, LLC - Farm Land Series, an Illinois limited liability Company

By: David Armstrong
Name: David Armstrong
Title: Manager

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 16 day of July, 2019, by David Armstrong, as Manager for Armstrong Family Farm, LLC - Farm Land Series, an Illinois limited liability company.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature (if applicable):*

By: Debrah D Armstrong
Name: Debrah D Armstrong

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 16 day of July, 2019, by Debrah D Armstrong, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 23rd day of July, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

TRACT I:
Seventy (70) acres off of the East side of the West half (W½) of the Southwest quarter of Section Fourteen (14) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois; ALSO, all that part of the Seventy (70) acres off of the East side of the West half (W½) of the Northwest quarter (NW¼) of Section Twenty-three (23) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, that Lies North of State Road from Jacksonville to Springfield.

TRACT II:
All that part of the East Seventy (70) acres of the West half (W½) of the Northwest quarter (NW¼) of Section Twenty-three (23) which lies South of the public road leading from Jacksonville to Springfield except the right-of-way of the Wabash Railroad leading from Jacksonville to Springfield and excepting the following described tract: Beginning at the point of intersection of the East line of the West half of the Northwest quarter of said Section 23 with the centerline of the public road (known as the Old State Road) leading from Jacksonville to Springfield running thence South on the East line of said half-quarter section 289 feet 6 inches, thence West 194 feet, thence North 262 feet 6 inches to the centerline of said public road and thence Northeasterly along the centerline of said public road to the place of beginning, except that part used for highway purposes, all in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

TRACT III:
Part of the West half (W½) of Section Twenty-four (24) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Beginning at the Northeast corner of the Northwest quarter of said Section 24 and running thence West 15.85½ chains, thence South 12.89 chains, thence South 69° West 4.50 chains to a point 14.50 chains South of the Northwest corner of the East half of said Northwest quarter section, thence West 9.75 chains, thence South 28.69 chains to the North boundary line of the Wabash Railroad, thence Eastwardly along the North boundary line of said Railroad to its intersection with the East line of the Southwest quarter of Section 24, thence North to the place of beginning;

EXCEPTING THEREFROM FOLLOWING DESCRIBED REAL ESTATE: Part of the West half (W½) of Section Twenty-four (24) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Beginning at the Northeast corner of the Northwest quarter of said Section 24 and running thence West 15.85½ chains, thence South 1,000 feet, thence East 15.85½ chains, more or less to the East line of the Northwest Quarter of Section Twenty-four (24), thence North 1,000 feet, more or less, to the point of beginning.

ALSO, Beginning 2.07½ chains South of the Northwest corner of the West half of the Southwest quarter of said Section 24 on the Southern boundary line of the Wabash Railroad aforesaid and running thence South 13.05 chains, thence East 20.05 chains to the East line of the West half of said Southwest quarter section, thence North on the East line of said half-quarter section 9.48 chains to the South boundary line of said Wabash Railroad, and thence Westwardly along the said South boundary line of said Railroad to the place of beginning.

TRACT IV:
The South half of the West half of the Southwest quarter of Section Thirteen (13) in Township Fifteen (15) North and Range Ten (10) West of Third Principal Meridian; ALSO, Beginning 15 chains and 85½ links West of the Northeast corner of the Northwest quarter of Section Twenty-four (24) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, and running thence South 12 chains and 89 links, thence South 69° West 4 chains and 50 links to a point 14 chains and 50 links South of the Northwest corner of the East half of the Northwest quarter of Section 24 aforesaid, thence West 9 chains and 75 links to a hedge, thence South along the line of said hedge 28 chains and 69 links to the right of way of the Toledo, Wabash and Western Railway Company, thence Westerly along the Northern boundary of said right of way to its intersection with the West line of said Section 24 aforesaid, thence North on said West line to the Northwest corner of said section, and thence East to the place of beginning,

> EXCEPT THE FOLLOWING:
> Beginning 15 chains and 85½ links West of the Northeast corner of the Northwest quarter of said Section 24, thence running South 600 feet, thence running West 150 feet, thence running North 600 feet, thence running East to the place of beginning, said exception containing 2.066 acres, more or less.

Situated in Morgan County, Illinois.

TRACT V:
The Southwest quarter (SW¼) of Section Six (6) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT commencing at the Northwest corner of said Southwest quarter; thence East 25.3 rods; thence South 25.3 rods; thence West 25.3 rods; thence North 25.3 rods; and ALSO EXCEPT the South 660 feet thereof.

TRACT VI:
The West half (W½) of the Southeast quarter (SE¼) of Section Six (6) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT the South 660 feet thereof.

TRACT VII:
Part of the Southeast quarter of Section Five (5), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, more particularly described as follows: Beginning at the Northwest corner of the Southeast quarter of said Section 5; thence South 39.62 chains to the center of the public road; thence North 82-3/4° East with the center of said public road 26.17 chains; thence North 36.62 chains and thence West 26.16 chains to the point of beginning;

EXCEPT from the above described real estate the following two parcels:

Parcel 1: Commencing at the Southwest corner of the Southeast quarter of said Section 5; thence North 00°11'58" West (bearings are based on the Illinois State Plane Coordinate System NAD83 (CORS96) Illinois West Zone) 73.10 feet along the West line of the Southeast quarter of said Section 5 to an iron rod in the center of a public road; thence North 82°05'33" East along the center of said public road 923.37 feet to an iron rod; thence North 04°49'07" West 751.90 feet to an iron rod; thence North 86°49'35" East 863.36 feet to an iron rod; thence South 00°08'42" West 686.26 feet to an iron rod in the center of a public road; thence South 82°05'33" West 804.79 feet to the point of beginning, containing 13.73 acres, more or less, subject to all rights of way and easements of record.

Parcel 2: Commencing at the Northwest corner of the Southeast quarter of said Section 5; thence South 39.62 chains to the center of the public road; thence North 82-3/4° East with the center of said public road 26.17 chains to the true point of beginning; thence North 159 feet; thence South 82-3/4° West 78 feet; thence South 159 feet, more or less, to the center of said public road 78 feet, more or less, to the point of beginning, containing 0.28 acre, more or less.

TRACT VIII:
The Northwest quarter (NW¼) of Section Fourteen (14) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

TRACT IX:
The West half of the Southwest quarter of Section One (1) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

TRACT X:
All that part of the following described real estate located North of the centerline of DeOrnellas Road and Wohlers Road, as the same pass through the Southeast quarter of Section Twelve (12) in Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois:

The East half of the Southeast quarter of Section Twelve (12); and Twenty (20) acres off of the North end of Twenty-eight (28) acres off of the East side of the West half of the Southeast quarter of Section Twelve (12); All in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

TRACT XI:
The East half of the Southwest quarter of Section One (1), EXCEPT 1.092 acres, more of less, off of the South side thereof described as: Beginning at a point 327 feet West of the Southeast corner of said quarter section, thence North 290 feet, thence West 164 feet, thence South 290 feet, thence East to the place of beginning;
ALSO, all that part of Lots One (1) and Two (2) in the Northwest quarter of said Section One (1) lying South and East of the Chicago and Alton (now Gulf, Mobile and Ohio) railroad; all the foregoing being situated in Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, subject to all easements and roadways of record and as now located, and containing 121 acres, more or less,
ALSO, certain property situated in the Northwest quarter of Section One (1), Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, said property forming a portion of the right-of-way of the Illinois Central Gulf Railroad Company's abandoned Jacksonville District is described as a 50 foot wide parcel of land lying Southeasterly of and adjacent to the centerline of Grantor's main track as now or formerly located, being the Southeast 50 feet in equal width of Grantor's original 100 foot wide right-of-way, and extending Northeasterly from the South line of the Southwest quarter of the Northwest quarter of Section One (1), approximately 2,825 feet as measured along said main track centerline, to the East line of the Northwest quarter of said Section One (1),
All situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627657
Receipt #: 18147876
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:14:33 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 12, 2019 (the "Effective Date"), by and between David R. Armstrong, a ~~single~~ / married person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: David R. Armstrong
Name: David R. Armstrong

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12 day of June, 2019 by David R. Armstrong.

Printed Name: Michael Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Spouse's Signature (if applicable)*

By: Debrah Armstrong
Name: Debrah Armstrong

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12 day of June, 2019 by Debrah Armstrong, spouse.

Printed Name: Michael Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 21st day of July 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

A tract of land containing 36.6 acres, more or less, in Section 28, Township 15 North, Range 8 West of the 3rd P.M., Morgan County, Illinois described as follows: Beginning at a point 1,558 feet South and 1,360 feet West of the intersection of the Wabash Railroad Company and 3,300 East rights-of-way, and from said point of beginning West 1,089 feet, thence South 1,465 feet, thence East 1,089 feet, thence North 1,465 feet to the place of beginning, PIN: 11-28-200-004 and PIN: 11-28-400-003, Property Address: 1345 Sangamon Morgan County Line Rd., New Berlin, IL 62670;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627658
Receipt #: 18147876
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:14:34 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 12, 2019 (the "Effective Date"), by and between Armstrong Family, LLC - Dad's Place Series, an Illinois limited liability company ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR" Armstrong Family LLC - Dad's Place Series, an Illinois limited liability company

By: David Armstrong
Name: David Armstrong
Title: Manager

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 16 day of July, 2019, by David Armstrong, as Manager For Armstrong Family, LLC - Dad's Place Series, an Illinois limited liability Company

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature (if applicable):*

By: Debrah D Armstrong
Name: Debrah D Armstrong

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 16 day of July, 2019, by Debrah D Armstrong, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 23rd day of July, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the West half (W½) of Section Twenty-four (24) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Beginning at the Northeast corner of the Northwest quarter of said Section 24 and running thence West 15.85½ chains, thence South 1,000 feet, thence East 15.85½ chains, more or less to the East line of the Northwest Quarter of Section Twenty-four (24), thence North 1,000 feet, more or less, to the point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627659
Receipt #: 18147876
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:14:35 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 12, 2019 (the "Effective Date"), by and between Armstrong Family, LLC - Timber Series, an Illinois limited liability company ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR" Armstrong Family LLC - Timber Series, an Illinois limited liability company.

By: David Armstrong
Name: David Armstrong
Title: Manager

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 16 day of July, 2019, by David Armstrong as Manager for Armstrong Family, LLC - Timber Series, an Illinois limited liability company.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature (if applicable):*

By: Debrah D. Armstrong
Name: Debrah D Armstrong

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 16 day of July, 2019 by Debrah Armstrong, spouse.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 23rd day of July, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The North Half of the West Half of the Southwest Quarter of Section Thirteen (13) in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois. Approximately 40 acres, more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627660
Receipt #: 18147876
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:14:36 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 12, 2019 (the "Effective Date"), by and between Debrah D. Armstrong, f/k/a Debrah D. Ernest, Trustee of the Debrah D. Ernest Trust No. 2017, established by Declaration of Trust dated August 1, 2017 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Debrah D. Armstrong Trustee
Name: Debrah D. Armstrong, f/k/a Debrah D. Ernest, Trustee of the Debrah D. Ernest Trust No. 2017, established by Declaration of Trust dated August 1, 2017

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 12 day of June, 2019 by Debrah D. Armstrong, f/k/a Debrah D. Ernest, Trustee of the Debrah D. Ernest Trust No. 2017, established by Declaration of Trust dated August 1, 2017.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 23rd day of July, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West half (W½) of the West half (W½) of the Northwest quarter (NW¼) of Section Seventeen (17), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT the following: Commencing at the Northwest corner of the Northwest quarter (NW¼) of said Section 17; thence South 00°00'00" East along the West line of said Northwest quarter (NW¼) a distance of 2373 feet to a point, said point being the true point of beginning; thence continuing South 00°00'00" East along said West line a distance of 260 feet, more or less, to a point on the North right-of-way line of County Highway 3, also known as Old State Road; thence North 88°29'44" East along said North right-of-way line a distance of 230 feet; thence North 00°00'00" East parallel with the West line of the Northwest quarter (NW¼) of above said Section 17 a distance of 260 feet; thence South 88°29'44" West parallel with the North right-of-way line of above said County Highway 3 a distance of 230 feet to the true point of beginning, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627661
Receipt #: 18147877
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:19:42 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 21, 2019 (the "Effective Date"), by and between Jacksonville Children's Foundation, an Illinois Not-For-Profit Corporation ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Jacksonville Children's Foundation, an Illinois Not-For-Profit Corporation

By: Gisele Patterson
Name: Gisele Patterson
Title: President

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 21 day of June, 20 19 by Gisele Patterson, as President for Jacksonville Children's Foundation, an Illinois Not-For-Profit Corporation.

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of IL
My Commission Expires: 12/19/21

[SEAL]
"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 27th day of June, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Northwest Quarter of the Southeast Quarter of Section 28, and the West Half of the Northeast Quarter of Section 28, subject, however, to the right-of-way of the Gulf, Mobile & Ohio Railroad Company, all situated in Township 14 North and Range 9 West of the Third Principal Meridian, in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627664
Receipt #: 18147878
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:23:24 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of May 20, 20 19 (the "Effective Date"), by and between Edward W. Cox, Trustee of the Edward W. Cox Trust UTD November 29, 1990 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Edward W. Cox, Trustee
Name: Edward W. Cox, Trustee of the Edward W. Cox Trust UTD November 29, 1990

THE STATE OF CA §
§
COUNTY OF San Diego §

This instrument was acknowledged before me on the 20 day of MAY, 2019, by Edward W. Cox, Trustee of the Edward W. Cox Trust UTD November 29, 1990.

ARTHUR P. ARQUILLA
COMMISSION NO. 2225407
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
COMMISSION EXPIRES JAN 7, 2022
CLS1

[SEAL]

Printed Name: **Arthur P. Arquilla, Notary Public**
Notary Public in and for the State of CA
My Commission Expires: 1/7/2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 21st day of July, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the East Half of Section 17, and part of the West Half of Section 16, both in Township 14 North, Range 9 West of the Third Principal Meridian, being bounded and described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 17, thence East 19.99 chains to the Southeast corner of said quarter quarter section, thence North 9.56 chains, thence East 4.07 chains to the point of beginning, thence East 36.04 chains to the East line of the West Half of the West Half of said Section 16, thence North along said East line 13.34 chains to the Southerly right of way line of the Chicago, Burlington and Quincy Railroad, thence North 51 degrees 04 minutes West along said right of way line 18.80 chains, thence West 19.70 chains, thence South to the point of beginning, less and except a part of the West Half of the West Half of said Section 16 being described as follows: Beginning at the intersection of the Southerly right of way line of Illinois Route 104 (S.B.I. Route 104), and the East line of the West Half of the West Half of said Section 16, thence South 0 degrees 00 minutes 00 seconds West along said East line a distance of 149.82 feet, thence North 90 degrees 00 minutes 00 seconds West a distance of 481.40 feet, thence North 0 degrees 00 minutes 00 seconds East a distance of 537.86 feet to a point on the Southerly right of way line of Illinois Route 104, thence South 51 degrees 07 minutes 45 seconds East along said right of way line a distance of 618.32 feet to the point of beginning;

Less and Except:

Part of the West half of the West half of Section Sixteen (16), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at the intersection of the Southerly right-of-way line of Illinois Route 104 (S.B.I. Route 104) and the East line of the West half of the West half of Section 16, Township 14 North and Range 9 West of the Third

Principal Meridian; thence South 0°00'00" West along said East line a distance of 57.82 feet to the True Point of Beginning; thence South 0°00'00" West a distance of 92.00 feet; thence North 90°00'00" West a distance of 481.40 feet; thence North 0°00'00" East a distance of 145 feet; thence South 90°00'00" East a distance of 247.18 feet; thence South 77°15'00" East a distance of 240.14 feet to the point of beginning; subject to highways as now located. Said parcel containing 1.46 acres, more or less.

ALSO, a perpetual easement, for the benefit of the Grantee, her heirs and assigns, over a strip of land 40 feet in width, for the purpose of repairing, maintaining, and replacing a water service line, the centerline of said easement being the present location of said water service line, described as follows:

Beginning at a point on the North line of the above-described premises, approximately 75 feet East of the Northwest corner thereof, and extending North and then Northeasterly to a point on the Southerly right-of-way line of Illinois Route 104, said point being approximately 350 feet Northwesterly of the intersection of said right-of-way line and the East line of the West Half of the West Half of said Section Sixteen (16).

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628005
Receipt #: 18148372
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 9/11/2019 10:29:37 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 21, 2019 (the "Effective Date"), by and between The Farmers State Bank and Trust Company, Trustee under the Clyde E. Cox Testamentary Trust pursuant to Article IV of the Last Will & Testament of Clyde E. Cox, Deceased ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

The Farmers State Bank and Trust Company, Trustee under the Clyde E. Cox Testamentary Trust pursuant to Article IV of the Last Will & Testament of Clyde E. Cox, Deceased

By: James E Oliver
Name: JAMES E. OLIVER
Title: FARM MANAGER

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 21st day of June, 2019, by James Oliver, as Farm Manager for The Farmers State Bank and Trust Company, Trustee under the Clyde E. Cox Testamentary Trust pursuant to Article IV of the Last Will & Testament of Clyde E. Cox, Deceased.

Susan King
Printed Name: Susan King
Notary Public in and for the State of IL
My Commission Expires: 10-21-2020

SEAL
OFFICIAL SEAL
M. SUSAN KING
Notary Public, State of Illinois
My Commission Expires 10-21-2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 29th day of August, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The West Half (W½) of the North East Quarter (NE¼) of Section Three (3); Five (5) Acres of even width off of the North (N) end of the West Half (W½) of the South East Quarter (SE¼) of Section Three (3); and the East Half (E½) of the North East Fractional Quarter (NE¼) of Section Three (3), containing Seventy-seven and Ninety-two One-hundredths (77.92) Acres; All lying and being in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian;

Less and Except:

Part of the fractional Northeast quarter of Section Three (3), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian in Morgan County, Illinois, described as follows: Commencing at the Southwest corner of the fractional Northeast quarter of said Section Three (3); thence North 853.0 feet along the West line of the fractional Northeast quarter of said Section Three (3) to the point of beginning; thence North 99°25'40" East 200.0 feet parallel to the South line of the fractional Northeast quarter of said Section Three (3); thence North 325.0 feet parallel with the West line of the fractional Northeast quarter of said Section Three (3); thence North 20°25'15" West 50.9 feet; thence South 88°25'40" West 175.0 feet parallel to the South line of the fractional Northeast quarter of said Section Three (3) to a point on the West line of the fractional Northeast quarter of said Section Three (3); thence South 370.0 feet along the West line of the fractional Northeast quarter of said Section Three (3) to the point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628366
Receipt #: 18148882
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/7/2019 10:04:29 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 7, 2019 (the "Effective Date"), by and between Marian G. Hinderliter, Trustee of the Hobart R. Hinderliter Revocable Living Trust, dated December 2, 2010; and of the Marian G. Hinderliter Revocable Living Trust, dated December 2, 2010 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Marian G. Hinderliter
Name: Marian G. Hinderliter, Trustee of the Hobart R. Hinderliter Revocable Living Trust, dated December 2, 2010; and of the Marian G. Hinderliter Revocable Living Trust, dated December 2, 2010

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 7th day of June, 2019, by Marian G. Hinderliter, Trustee of the Hobart R. Hinderliter Revocable Living Trust, dated December 2, 2010; and of the Marian G. Hinderliter Revocable Living Trust, dated December 2, 2010.

OFFICIAL SEAL
JENNIE A. CASEY
Notary Public, State of Illinois
My Commission Expires 09-08-2021

Jennie Casey
Printed Name: Jennie Casey
Notary Public in and for the State of IL
My Commission Expires: 09/08/2021

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 5th day of September, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

One Hundred Twenty (120) acres off of the East side of the West Half (W ½) of Section Twenty-three (23) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, subject to the right of way of the Chicago and Alton Railroad Company across said premises and subject to highways, if any, situated in the County of Morgan and State of Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627665
Receipt #: 18147878
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:23:25 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 3, 2019 (the "Effective Date"), by and between Aileen Klein, a single ~~married~~ person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Aileen Klein
Name: Aileen Klein

THE STATE OF Montana §
§
COUNTY OF Madison §

This instrument was acknowledged before me on the 3rd day of July, 2019, by Aileen Klein.

[SEAL]

JENNNIFER JOHNERSON
NOTARY PUBLIC for the
State of Montana
Residing at Ennis, Montana
My Commission Expires
May 31, 2022

Jennifer Johnerson
Printed Name: Jennifer Johnerson
Notary Public in and for the State of Montana
My Commission Expires: May 3, 2022

Spouse's Signature (if applicable)*

By: N/A
Name:

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 21st day of July, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The East Half of the East Half of the Northeast Quarter of Section Seven (7) in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2:

The Southwest Quarter of the Northeast Quarter of Section Seven (7) in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract 3:

The Northwest Quarter of the Northeast Quarter of Section Seven (7); and the West Half of the East Half of the Northeast Quarter of Section Seven (7); all in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628367
Receipt #: 18148882
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/7/2019 10:04:30 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 11, 2019 (the "Effective Date"), by and between John Richard Lukeman, a married person, and Jane Ankrom, a married person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: John Richard Lukeman

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 11 day of June, 2019 by John Richard Lukeman.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

OFFICIAL SEAL
SARAH SHELLHAMMER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02-06-2022

Spouse's Signature*

By: _____
Name: Shirley A. Lukeman

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 11 day of June, 2019, by Shirley A. Lukeman, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: 2/6/2022

[SEAL]

OFFICIAL SEAL
SARAH SHELLHAMMER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02-06-2022

"LESSOR"

By: Jane Ankrom
Name: Jane Ankrom

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 11 day of June, 2019 by Jane Ankrom.

Sarah Shellhammer
Printed Name: Sarah Shellhammer
Notary Public in and for the State of IL
My Commission Expires: 2/6/22

OFFICIAL SEAL
[SEAL] SARAH SHELLHAMMER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02-06-2022

Sarah Shellhammer
Spouse's Signature*

By: Reginald R Ankrom
Name: Reginald Ankrom

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 11 day of June, 2019, by Reginald Ankrom, spouse.

Sarah Shellhammer
Printed Name: Sarah Shellhammer
Notary Public in and for the State of IL
My Commission Expires: 2/6/22

[SEAL] OFFICIAL SEAL
SARAH SHELLHAMMER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02-06-2022

Sarah Shellhammer

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 11th day of July, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The South Half of the North Half of Section Thirty-three (33), Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627666
Receipt #: 18147878
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:23:26 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~200~~ 3; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 3, 2019 (the "Effective Date"), by and between Howard E. Becker, Jr., a/k/a H. Edward Becker, a/k/a Edward Becker, a ~~single~~ / married person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: H Edward Becker
Name: Howard E. Becker, Jr., a/k/a H. Edward Becker, a/k/a Edward Becker

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 3 day of July, 2019 by Howard E. Becker, Jr., a/k/a H. Edward Becker, a/k/a Edward Becker.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

[SEAL] OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Spouse's Signature (if applicable)*

By: Jennifer Becker
Name: Jennifer Becker

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 3 day of July, 2019 by Jennifer Becker, spouse.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

[SEAL] OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 11th day of July 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

Two Hundred Fifty-six (256) acres off of the South side of the following described real estate:

The Southeast Quarter (SE¼) of the Northeast Quarter (NE¼); the South Thirty-eight (38) acres of the Southwest Quarter (SW¼) of the Northeast Quarter and the South Thirty-eight (38) acres of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Thirty-two (32); also the Southeast Quarter (SE¼) and the East Half (E½) of the Southwest Quarter (SW¼) of Section Thirty-two (32); all in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois;

And:

The South Twenty (20) acres of the following described tract: The Southeast Quarter of the Northeast Quarter; the South Thirty-eight (38) acres of the Southwest Quarter of the Northeast Quarter and the South Thirty-eight (38) acres of the Southeast Quarter of the Northwest Quarter of Section Thirty-two; also the Southeast Quarter and the East Half of the Southwest Quarter of Section Thirty-two; all in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois EXCEPT Two Hundred Fifty-six (256) acres off of the South side thereof.

Tracts 2-3:

The North Half of the Northeast Quarter of Section Thirteen, except beginning at the Southeast corner of said Half Quarter Section, and running thence West Fifteen (15) feet, thence North Fifteen (15) rods, thence East Fifteen (15) feet, and thence South Fifteen (15) rods to place of beginning.

The Northeast Quarter of the Northwest Quarter of Section Thirteen;

The Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section Thirteen;

Tracts 4-6:

The East Half of the Northeast Quarter of Section Twelve (12) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian;

The Northwest Quarter of the Southwest Quarter of Section Seven (7), all in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian;

The Southeast Quarter of Section Twelve (12) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian;

Tract 7:

Ninety-six and one-half (96-1/2) acres off of the North side of the Northwest Quarter of Section 3 in Township 13 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 8:

The East Half of the Southeast Quarter of Section One (1) and all that part of the East Half of the Northeast Quarter of Section One (1) lying Southwesterly of the public road known as Vandalia Road, and also a strip of ground 20 feet wide off of the East side of the West Half of the Southeast Quarter of Section One (1), all in Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois, containing 98.5 acres, more or less, as shown in the most recent records of the ASC Office in Morgan County,

Tract 9:

The Southwest Quarter of the Southwest Quarter of Section Seven (7) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, subject to highways as now located;

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627667
Receipt #: 18147878
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:23:27 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 24, 2019 (the "Effective Date"), by and between Laurette A. Kaptena, a single person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Laurette A. Kaptena
Name: Laurette A. Kaptena

THE STATE OF Missouri §
§
COUNTY OF Taney §

This instrument was acknowledged before me on the 24th day of June, 2019, by Laurette A. Kaptena.

KAYLA EVANS
Notary Public – Notary Seal
STATE OF MISSOURI
Taney County
My Commission Expires Jan. 8, 2022
Commission #18520811

Kayla Evans
Printed Name: Kayla Evans
Notary Public in and for the State of Missouri
My Commission Expires: 01/08/2022

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 11th day of July, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1:

The South half of the Southeast quarter of Section Four (4) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian, except Twenty-six and two-thirds (26 2/3) acres off of the West side thereof, situated in Morgan County, Illinois.

Tract 2:

Part of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian; thence South 88° 51' 08" West, along the South line of said Northwest Quarter (NW 1/4) 1854.58 feet to the true point of beginning; thence South 88° 51' 08" West 797.01 feet to the Southwest corner of said Northwest Quarter (NW 1/4); thence North 00° 38' 13" West, 2666.12 feet to the Northwest corner of said Northwest Quarter (NW 1/4); thence North 89° 08' 41" East, 796.98 feet; thence South 00° 38' 13" East, 2662.05 feet to the point of beginning.

Said West parcel containing 48.74 acres.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627668
Receipt #: 18147878 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:23:28 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 28, 2019 (the "Effective Date"), by and between Elaine C. Duewer, a single person, James A. Duewer, a married person, and Aimee N. Duewer-Windes, a married person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Elaine C. Duewer

THE STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 28th day of June, 2019, by Elaine C. Duewer.

_____
Printed Name: Melissa D. Slapp
Notary Public in and for the State of Texas
My Commission Expires: 10-8-19

[SEAL]

"LESSOR"

By: _____
Name: James A. Duewer

THE STATE OF TX §
§
COUNTY OF Rockwall §

This instrument was acknowledged before me on the 24th day of June, 20 19, by James A. Duewer.

_____
Printed Name: Horace Headley
Notary Public in and for the State of Texas
My Commission Expires: 12/28/2019

[SEAL]

Horace Headley
My Commission Expires
12/28/2019
ID No. 130478927

Spouse's Signature*

By: _____
Name: Angela Hall Duewer

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF TX §
§
COUNTY OF Rockwall §

This instrument was acknowledged before me on the 24th day of June, 20 19, by Angela Hall Duewer, spouse.

_____
Printed Name: Horace Headley
Notary Public in and for the State of Texas
My Commission Expires: 12/28/2019

[SEAL]

Horace Headley
My Commission Expires
12/28/2019
ID No. 130478927

"LESSOR"

By: _____
Name: Aimee N. Duewer-Windes

THE STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 28th day of June, 2015, by Aimee N. Duewer-Windes.

_____
Printed Name: Melissa D. Slape
Notary Public in and for the State of Texas
My Commission Expires: 10-8-2019

[SEAL]

Spouse's Signature*

By: _____
Name: Troy Adam Windes

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 28th day of June, 2015, by Troy Adam Windes, spouse.

_____
Printed Name: Melissa D. Slape
Notary Public in and for the State of Texas
My Commission Expires: 10-8-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 11th day of July, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

All that part of the West half of the Southwest quarter of Section Ten (10) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian, lying North of the right of way of the Chicago and Alton Railroad, situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627669
Receipt #: 18147878
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:23:29 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of June 24, 2019 (the "Effective Date"), by and between Linda Diane Duewer, Trustee of the Linda Diane Duewer Revocable Living Trust and of the Thomas R. Duewer Revocable Living Trust (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Linda Diane Duewer
Name: Linda Diane Duewer, Trustee of the Linda Diane Duewer Revocable Living Trust and of the Thomas R. Duewer Revocable Living Trust

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 24 day of June, 2024 by Linda Diane Duewer, Trustee of the Linda Diane Duewer Revocable Living Trust and of the Thomas R. Duewer Revocable Living Trust.

Lorie Renoud
Printed Name: Lorie Renoud
Notary Public in and for the State of Illinois
My Commission Expires: NOV. 29, 2020

[SEAL]

NOTARY PUBLIC STATE OF ILLINOIS
LORIE RENOUD
"OFFICIAL SEAL"
My Commission Expires
November 29, 2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 14th day of July, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, being more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian; thence South 88° 51' 08" West, along the South line of said Northwest Quarter (NW 1/4) 1854.58 feet; thence North 00° 38' 13" West, 2662.05 feet to a point on the North line of said Northwest Quarter (NW 1/4); thence North 89° 08' 41" East, 1854.98 feet to the Northeast corner of said Northwest Quarter (NW 1/4); thence South 00° 37' 36" East along the East line of said Northwest Quarter (NW 1/4), 1479.38 feet to the Northeast corner of a parcel of property conveyed to Mathew J. and Michelle Ann Rhodes by Document Number 455912, recorded in the Morgan County Recorder of Deeds on April 25, 1996; thence South 89° 15' 56" West, 233.86 feet to the Northwest corner of said Rhodes parcel, thence South 00° 36' 23" East, 223.11 feet to the Southwest corner of said Rhodes parcel; thence North 88° 44' 24" East, 233.95 feet to a point on the East line of above-said Northwest Quarter (NW 1/4), said point being the Southeast corner of said Rhodes parcel; thence South 00° 37' 36" East, 952.24 feet to the point of beginning.
Said East parcel containing 111.96 acres.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 627670
Receipt #: 18147878
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 8/15/2019 10:23:30 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~200~~ 3; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 1, 2019 (the "Effective Date"), by and between Applebee Farms Inc., an Illinois corporation ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Applebee Farms Inc., an Illinois corporation

By: _____
Name: ANDREW F. APPLEBEE
Title: PRES.

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 1st day of July, 2019 by Andrew F. Applebee, as President for Applebee Farms Inc., an Illinois corporation.

_____
Printed Name: Diana L. Spradlin
Notary Public in and for the State of IL
My Commission Expires: 11-24-22

OFFICIAL SEAL
DIANA L SPRADLIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov 24, 2022
[SEAL]

By: _____
Name: _____
Title: N/A

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____, as _____ for Applebee Farms Inc., an Illinois corporation.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 21st day of July 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The North half (N½) of the Southeast Quarter (SE¼) of Section Eight (8) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian; also,

The South half (S½) of the Southeast Quarter (SE¼) of Section Eight (8) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, except Ten (10) acres off of the West side of the last above described tract,

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628006
Receipt #: 18148372
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 9/11/2019 10:29:38 AM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of April 1st, 2019 ("**Effective Date**"), by and between **Justin A. Mather and Kelse E. Mather, husband and wife** (collectively, "**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Justin A. and Kelse E. Mather
783 Rees Station Road
Franklin, IL 62638
Telephone: 217-371-1134

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: _____
Name: Justin A. Mather

THE STATE OF IL §
§
COUNTY OF Greene §

This instrument was acknowledged before me on the 1st day of April, 2019 by Justin A. Mather.

LESLIE GREGORY
Official Seal
Notary Public – State of Illinois
My Commission Expires Aug 14, 2021

_____
Printed Name: Leslie Gregory
Notary Public in and for the State of IL
My Commission Expires: 8-14-21

[SEAL]

By: _____
Name: Kelse E. Mather

THE STATE OF IL §
§
COUNTY OF Greene §

This instrument was acknowledged before me on the 1st day of April, 2019 by Kelse E. Mather.

LESLIE GREGORY
Official Seal
Notary Public – State of Illinois
My Commission Expires Aug 14, 2021

_____
Printed Name: Leslie Gregory
Notary Public in and for the State of IL
My Commission Expires: 8-14-21

[SEAL]

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 25th day of July, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

Tract 1

Part of the West half of the Northwest quarter of Section Twenty-seven (27), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Beginning at a point 208.71 feet South of the Northeast corner of said half-quarter section; thence running West 208 feet; thence South to the North line of the Chicago and Alton Railway Company right of way as now located; thence Northeastwardly along said right of way to the wagon road; and thence North to the place of beginning.

Tax Parcel Reference: 1427100021 (1.65 acres)

Tract 2

One (1) acre described as beginning at the Northeast corner of the Northwest quarter of the Northwest quarter of Section Twenty-seven (27) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; thence running West 208.71 feet; thence South 208.71 feet; thence East 208.71 feet; and thence North 208.71 feet to the place of beginning.

Tax Parcel Reference: 1427100002 (1 acre)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628007
Receipt #: 18148372
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 9/11/2019 10:29:39 AM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of July 30, 2019 ("**Effective Date**"), by and between **Steven J. Steinacher and Deborah M. Steinacher, husband and wife** (collectively, "**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setback Waiver.**

1.1 To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property (or any structures thereon) for Wind Facilities constructed on Wind Farm Property, Owner hereby waives any and all such setback requirements (the "**Setback Waiver**"); provided however, Grantee agrees not to construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

1.2 The Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land. If requested by Grantee, Owner shall execute and deliver to Grantee one or more separate setback waivers evidencing the intent of this Section 1, in a form provided by Grantee, which Grantee may then record at its expense.

2. **Term of Agreement.** This Agreement shall be for an initial term ("**Option Term**") commencing on the Effective Date and continuing for a period of seven (7) years. If, at any time during the Option Term the Commercial Operations Date (as defined below) for a Phase that includes the Property occurs, then the Option Term shall end and the term of this Agreement shall automatically be extended for a period of thirty (30) years (such period, the "**Operation Term**"). Unless earlier terminated, Grantee shall have the sole right and option to extend the Operation Term for two additional ten (10) year terms by providing written notice thereof to Owner within thirty (30) days of the end of the Operation Term. The Option Term plus the Operation Term, as the same may be extended, are collectively referred to in this Agreement as the "**Term**." Notwithstanding the foregoing, in no event shall the Term of this Agreement be longer than the longest period permitted by law. The "**Commercial Operations Date**" means the date that Wind Turbines representing at least ninety-five percent (95%) of the installed capacity of a particular Phase are authorized and able to continuously and reliably generate and deliver commercial quantities of energy.

3. **Termination.** Grantee shall have the right throughout the Term to terminate this Agreement as to all or any part of the Property upon thirty (30) days prior written notice to Owner. If the Commercial Operations Date does not occur prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. Either party shall have the right to terminate this Agreement in whole or in part, at any time, upon written consent of the other party.

4. **Consideration**. As consideration for the rights granted herein, Grantee shall make payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

5. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership or possessory interest in the Property have signed this Agreement as Owner. There are no liens, encumbrances, leases, mortgages, deeds of trust, mineral or oil and gas rights, options, rights of refusal, preferential rights to purchase or lease, or other interests in (or exceptions to) Owner's fee title ownership of the Property which are not recorded in the public records of the county in which the Property

is located.

6. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

7. **Reasonable Assistance.** Owner consents to allowing Grantee to act on Owner's behalf to evidence Owner's consent as set forth in this Agreement. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or consents to assignment and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time. Owner agrees not to object to the Wind Farm and to use reasonable efforts to assist Grantee's reasonable requests. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns.

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Steven J. and Deborah M. Steinacher
2629 Woodson Franklin Road
Franklin, IL 62638
Telephone: 217-370-0581

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Legal Fees**. In the event of any controversy, claim or dispute arising out of or relating to this Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not limited to those incurred at trial, on appeal and on petition for review).

14. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: Steven J. Steinacher
Name: Steven J. Steinacher

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 30 day of July, 2019 by Steven J. Steinacher.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

By: Deborah M. Steinacher
Name: Deborah M.Steinacher

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 30 day of July, 2019 by Deborah M. Steinacher.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 8th day of August, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

Part of the West half of the Southwest quarter of Section Thirty-three (33) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, described as follows:

Beginning at a point Forty (40) feet West of the Northeast corner of the above-described real estate and running thence South 350 feet, thence West 260 feet, thence North 350 feet, thence East 260 feet, more or less, to the point of beginning.

Tax Parcel Reference: 1433300005 (2.09 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628008
Receipt #: 18148372
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 9/11/2019 10:29:40 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of July 30, 2019 (the "Effective Date"), by and between Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013; and Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013 (collectively, "Lessor")and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Jerome A Johnson Trustee
Name: Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 30 day of July, 2019 by Jerome A. Johnson, Trustee of the Jerome A. Johnson Revocable Trust dated March 11, 2013.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

By: Cynthia A Johnson, Trustee
Name: Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 30 day of July, 2019 by Cynthia A. Johnson, Trustee of the Cynthia A. Johnson Revocable Trust dated March 11, 2013.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 8th day of August 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East half of the East half of the Northwest quarter of Section 17 in Township 14 North and Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628009
Receipt #: 18148372
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 9/11/2019 10:29:41 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 7, 2019 (the "Effective Date"), by and between The Trustees of Illinois College, an Illinois corporation ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

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Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

The Trustees of Illinois College, an Illinois corporation

By: Barbara A. Farley
Name: Barbara A. Farley
Title: President

THE STATE OF ILLINOIS §
§
COUNTY OF MORGAN §

This instrument was acknowledged before me on the 7th day of AUGUST, 2019, by Barbara A. Farley, as President for The Trustees of Illinois College, an Illinois corporation.

OFFICIAL SEAL
PAMELA A. BIRDSELL
Notary Public, State of Illinois
My Commission Expires 03-24-2020

Pamela A. Birdsell
Printed Name: PAMELA A. BIRDSELL
Notary Public in and for the State of ILLINOIS
My Commission Expires: 3-24-2020

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 26th day of August, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The North Seventy-six (76) acres of the West Half of the Northeast Quarter of Section 4 in Township 15 North, Range 9 West of the Third Principal Meridian.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628010
Receipt #: 18148372
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 9/11/2019 10:29:42 AM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of August 9, 2019 ("**Effective Date**"), by and between **Evan Armstrong, a single~~/married~~ person** ("**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Evan Armstrong
1616 Wohlers Road
Jacksonville, IL 62650
Telephone: _____

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: _____
Name: Evan Armstrong

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 9 day of August, 20 19 by Evan Armstrong.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2019

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-19

[SEAL]

Spouse's Signature (if applicable)*

By: N/A
Name: _____

*Spouse is joining in the execution of the Agreement for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20th day of August, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

ANN LEIGH WATTS
Notary Public - Reg. # 7615616
Commonwealth of Virginia
My Commission Expires Mar. 31, 2022

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

All that part of the following described real estate located South of the centerline of DeOrnellas Road and Wohlers Road, as the same pass through the Southeast Quarter of Section Twelve (12) in Township Fifteen (15) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois:

The East Half of the Southeast Quarter of Section Twelve (12); and Twenty (20) acres off of the South end of Twenty-eight (28) acres off of the East side of the West Half of the Southeast Quarter of Section Twelve (12); All in Township Fifteen (15) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

Less and Except:

A part of the Southeast Quarter of Section 12, Township 15 North, Range 10 West of the Third Principal Meridian, Morgan County, Illinois, described as follows using bearings referenced to the Illinois State Plane Coordinate System NAD_83(2007) - West Zone:

Commencing at the southwest corner of the Southeast Quarter of said Section 12; thence South 88 degrees 55 minutes 39 seconds East 1322.10 feet along the south line of the Southeast Quarter of said Section 12 to the centerline of Wohlers Road; thence North 00 degrees 26 minutes 21 seconds East 937.78 feet along said centerline to the Point of Beginning; thence continuing North 00 degrees 26 minutes 21 seconds East 187.77 feet along said centerline; thence northerly 172.02 feet along said centerline being a curve to the right, having a radius of 100.00 feet, the chord of said curve bears North 49 degrees 43 minutes 04 seconds East 151.58 feet; thence South 81 degrees 00 minutes 12 seconds East 231.27 feet along said centerline; thence South 02 degrees 38 minutes 47 seconds West 310.61 feet; thence North 79 degrees 37 minutes 03 seconds West 336.67 feet to the Point of Beginning, containing 2.319 acres, more or less.

Tax Parcel Reference: 0912400007 (32.68 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628368
Receipt #: 18148882
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/7/2019 10:04:31 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 9, 2019 (the "Effective Date"), by and between Curt W. Dodsworth, Trustee of the Curt W. Dodsworth Irrevocable Trust 2017, established by Declaration of Trust dated June 15, 2017, Clark S. Dodsworth, a single person, and Dianne Selwood, a married person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

7

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Curt W. Dodsworth, Trustee of the Curt W. Dodsworth Irrevocable Trust 2017, established by Declaration of Trust dated June 15, 2017

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 9th day of August, 2019, by Curt W. Dodsworth, Trustee of the Curt W. Dodsworth Irrevocable Trust 2017, established by Declaration of Trust dated June 15, 2017.

"OFFICIAL SEAL"
ROBERT DWIGHT LYMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN. 24, 2021

_____
Printed Name: Robert D. Lyman
Notary Public in and for the State of Illinois
My Commission Expires: 1-24-21

[SEAL]

"LESSOR"

By: _____
Name: Clark S. Dodsworth

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 9th day of August, 2019, by Clark S. Dodsworth.

OFFICIAL SEAL
CHRISTOPHER GORDON
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-08-2021
[SEAL]

_____
Printed Name: Christopher Gordon
Notary Public in and for the State of Illinois
My Commission Expires: 06-08-2021

"LESSOR"

By: _____
Name: Dianne Selwood

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 9th day of August, 2019, by Dianne Selwood.

OFFICIAL SEAL
CHRISTOPHER GORDON
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-08-2021

[SEAL]

_____
Printed Name: Christopher Gordon
Notary Public in and for the State of Illinois
My Commission Expires: 06-08-2021

Spouse's Signature

By: _____
Name: Stuart Selwood

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 9 day of August, 2019, by Stuart Selwood, spouse.

OFFICIAL SEAL
JENNY KING
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-6-2022

[SEAL]

_____
Printed Name: Jenny King
Notary Public in and for the State of IL
My Commission Expires: 6-6-22

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of September, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The East half of the Southeast quarter of Section Fifteen (15) and the West half of the Southwest quarter of Section Fourteen (14), all in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628369
Receipt #: 18148882 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/7/2019 10:04:32 AM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of June 25, 2019 ("**Effective Date**"), by and between **Gavin M. Duewer, a married person** ("**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Gavin M. Duewer
3358 W Loami Road
New Berlin, IL 62670
Telephone: 217-370-7275

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: Gavin Duewer
Name: Gavin M. Duewer

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25th day of June, 2019 by Gavin M. Duewer.

"OFFICIAL SEAL"
ROBERT DWIGHT LYMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN. 24, 2021

Printed Name: Robert D. Lyman
Notary Public in and for the State of Illinois
My Commission Expires: 1-24-2021

[SEAL]

Spouse's Signature*
By: Hannah Duewer
Name: Hannah Duewer

*Spouse is joining in the execution of the Agreement for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 25th day of June, 2019 by Hannah Duewer, spouse.

"OFFICIAL SEAL"
ROBERT DWIGHT LYMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN. 24, 2021

Printed Name: Robert D. Lyman
Notary Public in and for the State of Illinois
My Commission Expires: 1-24-2021

[SEAL]

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 5th day of September, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the West Half (W½) of the Southeast Quarter (SE¼) of Section Nine (9) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, bounded and described as follows: Beginning at the Northeast corner of said half quarter section, and running thence West 542 feet, thence South 320 feet, thence East 542 feet, thence North 320 feet to the place of beginning.

Less and Except:

Part of the West half (W½) of the Southeast quarter (SE¼) of Section Nine (9), Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Northeast corner of said Southeast quarter of Section 9; thence South 89°35'43" West along the North line of said Southeast quarter of Section 9, a distance of 1,324.22 feet to the Northeast corner of said West half of the Southeast quarter of Section 9, said point also being the point of beginning of the following description: thence South 00°40'45" East along the East line of said West half of the Southeast quarter of Section 9, a distance of 320.00 feet; thence South 89°35'43" West, parallel with said North line of the Southeast quarter of Section 9, a distance of 542.00 feet; thence North 00°40'45" West, parallel with said East line of the West half of the Southeast quarter of Section 9, a distance of 100.00 feet; thence North 89°35'43" East, parallel with said North line of the Southeast quarter of Section 9, a distance of 290.00 feet; thence North 00°40'45" West, parallel with said East line of the West half of the Southeast quarter of Section 9, a distance of 220.00 feet to said North line of the Southeast quarter of Section 9; thence North 89°35'43" East along said North line of the Southeast quarter of Section 9, a distance of 252.00 feet to the point of beginning, containing 2.517 acres, (109,640 square feet), more or less, all being situated in the County of Morgan and State of Illinois.

Tax Parcel Reference: Part of 1509400002 (1.483 acres)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628370
Receipt #: 18148882
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/7/2019 10:04:33 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~200~~ 3; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 3, 2019 (the "Effective Date"), by and between John P. Ransdell, Jr., a single ~~married~~ person ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: John P. Ransdell, Jr.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 28 day of December, 20 18 by John P. Ransdell, Jr..

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

Christina Mussatto
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: 12/19/21

Spouse's Signature (if applicable)*

By: N/A
Name: _____

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of September 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Southwest Quarter of Section Twenty-eight (28) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628862
Receipt #: 18149626
Pages Recorded: 8
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 11/15/2019 10:17:54 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 3, 2019 (the "Effective Date"), by and between John P. Ransdell, Jr., a single ~~/ married~~ person; Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust; Harriet Lee Lund, a ~~single /~~ married person; and Charles D. Ransdell, III, and Marilyn P. Ransdell, Trustees of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001 (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: John P. Ransdell, Jr.

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 20 day of Dec., 2018 by John P. Ransdell, Jr..

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-21

[SEAL]

Spouse's Signature (if applicable)*

By: _____
Name: N/A

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____ _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSOR"

By: Elise A. Ransdell
Name: Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 27 day of Nov, 2018 by Elise A. Ransdell, Trustee of the Ransdell Generation Skipping December 2012 Trust.

Hope K. Quarles
Printed Name: Hope K. Quarles
Notary Public in and for the State of IL
My Commission Expires: 10-13-2021

[SEAL]

OFFICIAL SEAL
HOPE K. QUARLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-2021

"LESSOR"

By: Harriet Lee Lund
Name: Harriet Lee Lund

THE STATE OF Minnesota §
§
COUNTY OF Dakota §

This instrument was acknowledged before me on the 26 day of January, 20 19 by Harriet Lee Lund.

Angela Arnold
Printed Name: Angela Arnold
Notary Public in and for the State of MN
My Commission Expires: 01/31/2020

[SEAL]

ANGELA M. ARNOLD
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

Spouse's Signature (if applicable)*

By: Paul Th. Lund
Name: Paul Th. Lund

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Minnesota §
§
COUNTY OF Dakota §

This instrument was acknowledged before me on the 26 day of January, 2019 by Paul Thorvald Lund, spouse.

Angela Arnold
Printed Name: Angela Arnold
Notary Public in and for the State of MN
My Commission Expires: 01/31/2020

[SEAL]

ANGELA M. ARNOLD
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

"LESSOR"

By: _____
Name: Charles D. Ransdell, III, Trustee of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001

THE STATE OF Colorado §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 4 day of January, 20 19 by Charles D. Ransdell, III, Trustee of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001.

RYAN SANDBERG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154042134
MY COMMISSION EXPIRES OCTOBER 27, 2019

_____
Printed Name: Ryan Sandberg
Notary Public in and for the State of Colorado
My Commission Expires: 10-27-2019

[SEAL]

By: _____
Name: Marilyn P. Ransdell, Trustee of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001

THE STATE OF Colorado §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 4 day of January, 20 19 by Marilyn P. Ransdell, Trustee of the Charles D. Ransdell, III and Marilyn P. Ransdell Trust, dated January 19, 2001.

RYAN SANDBERG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154042134
MY COMMISSION EXPIRES OCTOBER 27, 2019

_____
Printed Name: Ryan Sandberg
Notary Public in and for the State of Colorado
My Commission Expires: 10-27-2019

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of September 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The South Half of the Southeast Quarter of Section Seventeen (17) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628371
Receipt #: 18148882
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/7/2019 10:04:34 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 5, 2019 (the "Effective Date"), by and between Mark O. Roberts, Jr., a married person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Mark O. Roberts, Jr.
Name: Mark O. Roberts, Jr.

THE STATE OF ILLINOIS §
§
COUNTY OF SANGAMON §

This instrument was acknowledged before me on the 5th day of September, 2019, by Mark O. Roberts, Jr.

OFFICIAL SEAL
PATRICK J. SHEEHAN, III
Notary Public State of Illinois
My Commission Expires 7/22/2022

[SEAL]

Patrick J. Sheehan, III
Printed Name: Patrick J. Sheehan, III
Notary Public in and for the State of Illinois
My Commission Expires: 7/22/2022

Spouse's Signature*

By: Sula M. Roberts
Name: Sula M. Roberts

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF ILLINOIS §
§
COUNTY OF SANGAMON §

This instrument was acknowledged before me on the 5th day of September, 2019, by Sula M. Roberts, spouse.

OFFICIAL SEAL
PATRICK J. SHEEHAN, III
Notary Public State of Illinois
My Commission Expires 7/22/2022

[SEAL]

Patrick J. Sheehan, III
Printed Name: Patrick J. Sheehan, III
Notary Public in and for the State of Illinois
My Commission Expires: 7/22/2022

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of September, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Part of the Northeast Quarter (NE 1/4) of Section Fourteen (14), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, in Morgan County, Illinois, described as follows: Commencing at a mag nail in an old hedge root at the Northeast corner of Section 14; thence South 1 degree 05 minutes 07 seconds West 191.09 feet to the point of beginning; thence South 1 degrees 05 minutes 07 seconds West 2,478.25 feet to a steel fence post at the Southeast corner of the Northeast Quarter of Section 14; thence North 89 degrees 54 minutes 51 seconds West 2,605.33 feet to an iron pin at the center of Section 14; thence North 1 degree 01 minutes 07 seconds East, 2,665.37 feet to a mag nail in the payment of Old State Road and at the Northwest corner of the Northeast Quarter of Section 14; thence East 1,632.63 feet; thence South 25 degrees 52 minutes 43 seconds East 242.96 feet to a iron pin; thence South 83 degrees 03 minutes 23 seconds East, 162.53 feet to an iron pin; thence North 9 degrees 05 minutes 24 seconds 52.20 feet to an iron pin; thence South 89 degrees 38 minutes 32 seconds East 696.62 feet to the point of beginning. Situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628372
Receipt #: 18148882
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/7/2019 10:04:35 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of August 9, 2019 (the "Effective Date"), by and between Bruce Kinnett, Trustee of the Bruce Kinnett Trust, dated October 29, 2008 ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Bruce Kinnett, Trustee of the Bruce Kinnett Trust, dated October 29, 2008

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 9 day of August, 2019, by Bruce Kinnett, Trustee of the Bruce Kinnett Trust, dated October 29, 2008.

_____
Printed Name: Andrew G. White
Notary Public in and for the State of Illinois
My Commission Expires: 5-11-21
[SEAL]

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of September, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1

The North Half of the Northeast Quarter of Section 17, Township 15 North, Range 8 West of the Third Principal Meridian, excepting the West 250 feet thereof; and also an easement over the South 20 feet of the above mentioned West 250 feet situated in Morgan County, Illinois.

Tract 2

The South Half of the Northeast Quarter and the South Half of the South Half of the North Half of the Northeast Quarter of Section 16, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 3

The South Half of the Northwest Quarter of Section 16, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 4

The North Half of the Northwest Quarter of Section 16, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 5

The South Half of the Northeast Quarter of Section 17, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, excepting therefrom the following described parcel, to wit: Commencing at an iron pin at the center of Section 17; thence North 0° 00' 00" East 167.00 feet along the quarter section line to an iron pin at the true point of beginning; thence North 0° 00' 00" East 240.00 continuing along said Quarter Section line to an iron pin; thence North 88° 40' 28" East 271.64 feet to an iron pin; thence South 0° 02' 01" East 239.30 feet to an iron pin; thence South 88° 31' 39" West 271.80 feet to the true point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628373
Receipt #: 18148882
Pages Recorded: 9
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/7/2019 10:04:36 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the 11th day of September, 2019 (the "Effective Date"), between Darrel L. Thoma and Amy Thoma, husband and wife (collectively, "Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner.

2. Access. Accompanying the Underground Easement Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have

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the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and

connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

Darrel L. and Amy Thoma
4409 Blackwolf Road
Springfield, IL 62711

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s)

granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: _____
Name: Darrel L. Thoma

STATE OF Illinois

COUNTY OF Sangamon

The foregoing instrument was acknowledged before me this 11th day of September, 2019, by Darrel L. Thoma.

_____
Notary Public

(SEAL) OFFICIAL SEAL
ANGELA M KACULI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/13/21

Angela M Kaculi
Typed or Printed

01.13.2021
Commission Expiration Date

By: _____
Name: Amy Thoma

STATE OF Illinois

COUNTY OF Sangamon

The foregoing instrument was acknowledged before me this 11th day of September, 2019, by Amy Thoma.

_____
Notary Public

(SEAL) OFFICIAL SEAL
ANGELA M KACULI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/13/21

Angela M Kaculi
Typed or Printed

01.13.2021
Commission Expiration Date

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of September, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 105.12 acres, more particularly described as follows:

That portion of the following described parcel located within Morgan County, Illinois:

Part of Section Thirty-four (34) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, Sangamon County and Morgan County, Illinois, described as follows: Beginning at the West quarter corner of said Section 34; thence North on the section line 1,580.39 feet; thence deflecting to the right 90°16'54" 4,106.53 feet; thence deflecting to the right 89°43'43" 2,925.24 feet; thence deflecting to the right 90°13'44" 4,105 feet to a point on the aforesaid section line; thence North on the section line 1,347.90 feet to the point of beginning.

Tax Parcel Reference: 1134100003 (105.12 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628577
Receipt #: 18149231
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/24/2019 1:44:21 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~2~~3 00; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 12, 2019 (the "Effective Date"), by and between Jerry W. Kinnett, a single ~~/ married~~ person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

5

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Jerry W. Kinnett

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 12th day of September, 2019, by Jerry W. Kinnett.

OFFICIAL SEAL
KIMBERLEY R. SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08-21-2020

_____
Printed Name: Kimberley R. Smith
Notary Public in and for the State of IL
My Commission Expires: 8-21-20

[SEAL]

Spouse's Signature (if applicable)*

By: _____
Name: N/A

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, spouse.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1st day of October, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL] DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract 1

The West Half of the Southwest Quarter of Section 16; and the East Half of the Southeast Quarter of Section 17; All in Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 2

The West Half of the Southeast Quarter of Section 17, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois.

Tract 3

All that part of the Southeast Quarter of the Northwest Quarter of Section 9 lying South of Mauvaisterre Creek and East of the centerline of the public highway running North and South near the West side of said Quarter Quarter section; part of the Southwest Quarter of the Northeast Quarter of Section 9 bounded and described as follows: Begin at the Southwest corner of said Quarter Quarter section, run thence North 17.50 chains to the center of the North fork of Mauvaisterre Cree; thence Easterly with the meanderings of said creek to a point 4.61 chains East from the West line of said Quarter Quarter section; thence South 18 chains to the South line of said Quarter Quarter section; thence West 4.61 chains to the place of beginning; 64 acres off the West side of the East Half of the Southwest Quarter of Section 9; 32 acres off of the West side of the Northeast Quarter of the Northwest Quarter of Section 16; all that part of the West Half of the Northwest Quarter of Section 16 lying North of the public road, except 16 1/2 acres off the North end thereof; All in Township 15 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628374
Receipt #: 18148882 Total Fees: $60.00
Pages Recorded: 7 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/7/2019 10:04:37 AM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of Sept 12, 2019 ("**Effective Date**"), by and between **Kari L. Farrell, a single person** ("**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Three Hundred Twenty Feet (1,320') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Kari L. Farrell
1203 Orleans Road
Franklin, IL 62638
Telephone: 217-370-1477

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: Kari L Farrell
Name: Kari L. Farrell

THE STATE OF IL. §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 12 day of Sept, 2019 by Kari L. Farrell.

Cassandra T. White
Printed Name: Cassandra T White
Notary Public in and for the State of Il.
My Commission Expires: 5/2/23

[SEAL]

OFFICIAL SEAL
CASSANDRA T WHITE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/02/23

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19th day of September, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP FIFTEEN (15) NORTH, RANGE NINE (9) WEST OF THE THIRD PRINCIPAL MERIDIAN, MORGAN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION34; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 23 MINUTES 53 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 277.79 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 07 SECONDS WEST PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 2,433.81 FEET TO A POINT IN THE CENTERLINE OF AN EXISTING PUBLIC ROAD, KNOWN AS ORLEANS ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 59 MINUTES 34 SECONDS WEST A DISTANCE OF 97.23 FEET TO AN IRON ROD; THENCE NORTH 00 DEGREES 23 MINUTES 43 SECONDS EAST A DISTANCE OF 209.95 FEET TO AN IRON ROD IN THE CENTERLINE OF AN EXISTING PUBLIC ROAD, KNOWN AS STEVENSON ROAD; THENCE SOUTH 77 DEGREES 16 MINUTES 05 SECONDS EAST ALONG THE CENTERLINE OF SAID STEVENSON ROAD A DISTANCE OF 90.94 FEET TO AN IRON ROD; THENCE SOUTH 68 DEGREES 59 MINUTES 02 SECONDS EAST ALONG THE CENTERLINE OF STEVENSON ROAD A DISTANCE OF 83.43 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SAID ORLEANS ROAD; THENCE SOUTH 22 DEGREES 44 MINUTES 47 SECONDS WEST ALONG THE CENTERLINE OF SAID ORLEANS ROAD A DISTANCE OF 184.50 FEET TO THE TRUE POINT OF BEGINNING.

Tax Parcel Reference: 1034400009 (0.61 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628578
Receipt #: 18149231
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/24/2019 1:44:22 PM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of August 16, 2019 ("**Effective Date**"), by and between **Dan Elsworth Seymour, a married person** ("**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Dan Elsworth Seymour
301 Joanne Lane
DeKalb, IL 60115
Telephone: 815-756-8165

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: _____
Name: Dan Elsworth Seymour

THE STATE OF IL §
§
COUNTY OF Dekalb §

This instrument was acknowledged before me on the 16 day of August, 2019 by Dan Elsworth Seymour.

[SEAL]

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 5, 2020

Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 8/5/2020

Spouse's Signature*

By: _____
Name: Virginia Seymour

*Spouse is joining in the execution of the Agreement for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF DeKalb §

This instrument was acknowledged before me on the 16 day of August, 2019 by Virginia Seymour, spouse.

[SEAL]

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 5, 2020

Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 8/5/2020

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 3rd day of October, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

The North 60 acres of the following described property:
The Southeast Quarter of the Southwest Quarter of Section 26; and the Northeast Quarter of the Southwest Quarter of Section 26, EXCEPT 20 feet off of the North side thereof;

all being situated in Township 14 North, Range 9 West of the Third Principal Meridian, in the County of Morgan and State of Illinois,

subject to the highway dedications appearing in Deed Book 197, at Page 95, and in Deed Record Book 203, at Pages 391 and 393, in the Recorder's Office of Morgan County, Illinois.

Tax Parcel Reference: 1426300010 (59.39 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628579
Receipt #: 18149231
Pages Recorded: 7
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/24/2019 1:44:23 PM

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

RETURN TO

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of August 16, 20 19 ("**Effective Date**"), by and between **Gail Christine Sarver, a married person** ("**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Gail Christine Sarver
312 S Locust St.
Sycamore, IL 60178
Telephone: 815-739-0616

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: Gail Christine Sarver
Name: Gail Christine Sarver

THE STATE OF IL §
§
COUNTY OF Dekalb §

This instrument was acknowledged before me on the 16 day of August, 2019 by Gail Christine Sarver.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 5, 2020

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 8/5/2020

Spouse's Signature*

By: Michael E Miner
Name: Michael E. Miner

*Spouse is joining in the execution of the Agreement for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF DeKalb §

This instrument was acknowledged before me on the 16 day of August, 2019 by Michael E. Miner, spouse.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 5, 2020

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 8/5/2020

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1st day of October, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)

DONNA SHARPE LINTHICUM NOTARY PUBLIC REG # 101812 COMMISSION EXPIRES 12/31/2020 COMMONWEALTH OF VIRGINIA

_____
Notary Public, Commonwealth of Virginia

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

The South 20 acres of the East Half of the Southwest Quarter of Section 26, Township 14 North, Range 9 West of the Third Principal Meridian.

Tax Parcel Reference: 1426300008 (20 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628580
Receipt #: 18149231
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/24/2019 1:44:24 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 13, 2019 (the "Effective Date"), by and between Ryan M. Staley, a single person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Ryan M. Staley

THE STATE OF Illinois §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 13th day of September, 2019 by Ryan M. Staley.

OFFICIAL SEAL
RICH L PAYNE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/07/23

_____
Printed Name: Rich L. Payne
Notary Public in and for the State of Illinois
My Commission Expires: 03-07-2023

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 3rd day of October, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

_____
Notary Public, Commonwealth of Virginia

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Northwest Quarter of Section Seventeen (17) and the East half of the East half of the Northeast Quarter of Section Eighteen (18) all in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

Less and Except:

Part of the Northwest Quarter of Section 17, Township 15 North, Range 8 West of the Third Principal Meridian; described more particularly as follows: Commencing at a found iron pin marking the Southeast Quarter of the Northwest Quarter of the aforementioned Section 17, thence North 89 degrees 28 minutes 50 seconds West along the Quarter Section line a distance of 557.57 feet to the point of beginning, thence continuing North 89 degrees 28 minutes 50 seconds West along said line a distance of 264.70 feet to a point, thence North 00 degrees 23 minutes 55 seconds East 200.78 feet to a set iron pin, thence South 89 degrees 28 minutes 50 seconds East 264.70 feet to a set iron pin, thence South 00 degrees 23 minutes 55 seconds West a distance of 200.78 feet to the point of beginning. Situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629148
Receipt #: 18150027
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/6/2019 10:14:18 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of September 17, 2019 (the "Effective Date"), by and between MRRT Farm, LLC, a Missouri limited liability company ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

MRRT Farm, LLC, a Missouri limited liability company

By: Marie H. Walsh
Name: MARIE H. WALSH
Title: Manager

THE STATE OF IL §
§
COUNTY OF Pike §

This instrument was acknowledged before me on the 17 day of September, 2019 by Marie H Walsh, as Manager for MRRT Farm, LLC, a Missouri limited liability company.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 5, 2020

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 8-5-2020

By: N/A
Name:
Title:

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___ by _____, as _____ for MRRT Farm, LLC, a Missouri limited liability company.

_____
Printed Name: _____
Notary Public in and for the State of _____
My Commission Expires: _____

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1st day of November 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Southwest quarter of the Northeast quarter, and the Southeast quarter of the Northwest quarter, all in Section Fifteen (15) in Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, **EXCEPT** that part described as follows:

Commencing at a stone (found) marking the Northeast corner of the Northeast quarter of said Section 15; thence on an assumed bearing of South 89 degrees 57 minutes 24 seconds West along the North line of the Northeast quarter of said Section 15 a distance of 1,323.48 feet to a P.K. nail (set) at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 15; thence South 00 degrees 29 minutes 17 seconds West along the East line of the West half of the Northeast quarter of said Section 15 a distance of 1,800.00 feet to an iron rod (set) at the true point of beginning;

Thence continuing South 00 degrees 29 minutes 17 seconds West along the East line of the Southwest quarter of the Northeast quarter a distance of 850.29 feet to a railroad spike (set) at the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 15; thence North 89 degrees 56 minutes 18 seconds West along the South line of the Northeast quarter of said Section 15 a distance of 305.00 feet to an iron rod (set); thence North 00 degrees 29 minutes 17 seconds East a distance of 849.73 feet to an iron rod (set); thence North 89 degrees 57 minutes 24 seconds East along a line parallel to the North line of the Northeast quarter a distance of 305.00 feet, more or less, to the point of beginning, subject to any existing easements or road right of way of record, situated in Morgan County, Illinois.

AND

The Northeast quarter of the Northeast quarter of Section Fifteen (15) and the Northwest quarter of the Northwest quarter of Section Fourteen (14), all in Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, EXCEPTING THEREFROM all lands in said quarter-quarter sections fully outside Morgan County. Situated in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 628581
Receipt #: 18149231
Pages Recorded: 5
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 10/24/2019 1:44:25 PM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of October 4, 2019 (the "Effective Date"), by and between William E. Lowry and Donna J. Lowry, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and cascment rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Northeast quarter (NE¼) of Section Thirty (30) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; EXCEPT the following: Commencing at an iron rod at the Northwest corner of the Northeast quarter of said Section 30, thence on an assumed bearing of North 90°00'00" East along the North line of said Section Thirty (30) a distance of 1,160.00 feet to an iron rod, said point being the point of beginning; thence continuing North 90°00'00" East along the North line of said Section 30 a distance of 320.00 feet to an iron rod; thence South 00°00'00" East a distance of 410.00 feet to an iron rod; thence North 90°00'00" West a distance of 320.00 feet to an iron rod; thence North 00°00'00" West a distance of 410.00 feet to the point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629152
Receipt #: 18150027
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/6/2019 10:14:22 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of October 23, 2019 (the "Effective Date"), by and between Norman L. Zeller, a married person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

6

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: Norman L. Zeller

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 5th day of September, 2019, by Norman L. Zeller.

"OFFICIAL SEAL"
KOERT BROWN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 02, 2022

Printed Name: Koert Brown
Notary Public in and for the State of Illinois
My Commission Expires: May 02, 2022

[SEAL]

Spouse's Signature*

By: _____
Name: Kim Miu Woo-Zeller

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF CALIFORNIA §
§
COUNTY OF LOS ANGELES §

This instrument was acknowledged before me on the 23RD day of OCTOBER, 2019, by Kim Miu Woo-Zeller, spouse.

Printed Name: RICHARD A. PEREZ
Notary Public in and for the State of CA
My Commission Expires: 06-18-2023

[SEAL]

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of LOS ANGELES }

On 10/23/2019 before me, RICHARD A. PEREZ, NOTARY PUBLIC,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Richard A Perez
Notary Public Signature (Notary Public Seal)

RICHARD A. PEREZ
Commission No. 2293842
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires JUNE 18, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

LEASE AND EASEMENT
(Title or description of attached document)

AGREEMENT
(Title or description of attached document continued)

Number of Pages 5/54 Document Date 10/23/2019

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of November, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The South Half of the Southeast Quarter of Section Thirty-one (31) in Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

ALSO, the North 30 acres of the East 139.05 acres, more or less, of the North Half of Section Six (6) in Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPTING THEREFROM the East 25 feet thereof reserved for a public road.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629150
Receipt #: 18150027
Pages Recorded: 6
Total Fees: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/6/2019 10:14:20 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of November 2, 2019 (the "Effective Date"), by and between Donald B. Bennett and Scott F. Bennett ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Donald B Bennett
Name: Donald B Bennett

THE STATE OF Minnesota §
§
COUNTY OF Crow Wing §

This instrument was acknowledged before me on the 31 day of October, 2019 by Donald Bennett.

Katherine L Bellos
Printed Name: Katherine L Bellos
Notary Public in and for the State of Minnesota
My Commission Expires: Jan 31, 2023

KATHERINE L BELLOS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2023
(SEAL)

Spouse's Signature (if applicable)*

By: Mary Anne Bennett
Name: Mary Anne Bennett

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Minnesota §
§
COUNTY OF Crow Wing §

This instrument was acknowledged before me on the 31 day of October, 2019 by ~~Donald Bennett~~ Maryanne Bennett, spouse.

Katherine L Bellos
Printed Name: Katherine L Bellos
Notary Public in and for the State of Minnesota
My Commission Expires: Jan 31, 2023

KATHERINE L BELLOS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2023
(SEAL)

"LESSOR"

Scott F. Bennett

THE STATE OF Minnesota §
§
COUNTY OF Washington §

This instrument was acknowledged before me on the 2 day of November, 2019 by Scott F. Bennett.

NATHAN DANIEL SCHNEIDER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2021

Printed Name: Nathan Schneider
Notary Public in and for the State of MN
My Commission Expires: 01/31/2021

[SEAL]

Spouse's Signature (if applicable):*

Kari Bennett

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Minnesota §
§
COUNTY OF Washington §

This instrument was acknowledged before me on the 2 day of November, 2019, by Kari Bennett, spouse.

NATHAN DANIEL SCHNEIDER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2021

Printed Name: Nathan Schneider
Notary Public in and for the State of MN
My Commission Expires: 01/31/2021

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 26th day of November 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The southeast quarter (SE1/4) of the northwest quarter (NW1/4) of Section eleven (11); also, the south half (S1/2) of the northeast quarter (NE1/4) of Section eleven (11); also five (5) feet off of the south side of the northeast quarter (NE1/4) of the northeast quarter (NE1/4) of Section eleven (11) also the South half (S1/2) of the northwest quarter (NW1/4) of Section twelve (12); also five (5) feet off the southside of the north half (N1/2) of the northwest quarter (NW1/4) of Section twelve (12); also a part of the north half (N1/2) of the northwest quarter (NW1/4) of Section twelve (12); being thirty (30) acres off of the south end of the following tract of land; Beginning at a point sixty-six (66) and two thirds (2/3) rods west of the center of Section One (1) Township Fourteen (14) North, range nine (9) west of the Third Principal Meridian, and running thence west sixty-six (66) and two thirds (2/3) rods, thence south two hundred forty (240 rods), thence east sixty-six (66) and two thirds (2/3) rods, and thence north two hundred forty (240) rods to the place of beginning; also the southeast quarter (SE1/4) of Section eleven (11), all in township fourteen (14) north, range nine (9) west of the third principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629153
Receipt #: 18150027 Total Fees: $60.00
Pages Recorded: 6 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/6/2019 10:14:23 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of November 1, 20 19 (the "Effective Date"), by and between Joan Beissel, a married person, and Norma J. McDannald, a/k/a Norma McDannald, and John M. McDannald, husband and wife (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Joan Beissel
Name: Joan Beissel

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 1 day of November, 2019, by Joan Beissel.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Spouse's Signature*

By: Thomas Beissel
Name: Thomas Beissel

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 1 day of November, 2019, by Thomas Beissel, spouse.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

"LESSOR"

By: Norma J McDannald aka Norma McDannald
Name: Norma J. McDannald, a/k/a Norma McDannald

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 1 day of November, 2019, by Norma J. McDannald, a/k/a Norma McDannald.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

By: John M. McDannald
Name: John M. McDannald

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 1 day of November, 2019, by John M. McDannald.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of November, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Northwest Quarter of Section Twenty-three (23) and The North sixty (60) acres of the Southwest Quarter of said Section Twenty-three (23) Excepting therefrom the Right-of-Way of US Interstate 72 and the Orleans Road overpass all in the Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, containing 197 acres, more or less, situated in Morgan County, Illinois.

Less and Except:

Part of the Northwest Quarter (NW¼) Section Twenty-Three (23), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois. Being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter (NW¼) of Section Twenty-Three (23), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; thence South 00°31'00" East (Basis of Bearing is the Illinois State Plane Coordinate System NAD 83, Illinois West Zone), along the West line of the Northwest Quarter (NW¼) of said Section Twenty-Three (23), 1427.50 feet to the true point of beginning:

Thence North 89°26'29" East along the South right-of-way line of US Interstate 72, 25.23 feet; thence North 09°32'59" East along the East line of said right-of-way, 203.15 feet; thence North 02°34'56" East along the East line of said right-of-way, 218.52 feet; thence North 89°29'00" East, 371.00 feet; thence South 00°33'33" East, 605.00 feet; thence South 89°29'00" West, 444.00 feet to a point of the West line of the Northwest Quarter (NW¼) of said Section Twenty-three (23); thence North 00°31'00" West along the West line of the Northwest Quarter (NW¼) of said Section Twenty-three (23), 186.75 feet to the true point of beginning.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629728

Receipt #: 18150828
Pages Recorded: 1 of 9

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Jill S Waggener

Date Recorded: 1/21/2020 1:32:48 PM
[ELECTRONICALLY FILED]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the 8th day of November, 2019 (the "Effective Date"), between David W. Ginder, a single person ("Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner.

2. Access. Accompanying the Underground Easement Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have

the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner. Grantee is limited to only utilizing areas North of the Easement Area and the Easement Area itself for ingress and egress. Grantee may not utilize Property South of the Easement Area for ingress and egress without written permission of Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities. Owner reserves the right to use the Easement Area for agricultural purposes. Nothing contained in this easement shall restrict Owner's ability to construct improvements on the Property outside of the Easement Area.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall

be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a local contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement

and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

David W. Ginder
2502 Old 36
Jacksonville, IL 62650

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Three Hundred Twenty Feet (1,320') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: _____

Name: David W. Ginder

STATE OF Illinois

COUNTY OF Sangamon

The foregoing instrument was acknowledged before me this 8 day of November, 2019, by David W. Ginder.

_____

Notary Public

Andrew G. White

Typed or Printed

5-11-21

Commission Expiration Date

(SEAL)

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 5th day of December, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 52.35 acres, more particularly described as follows:

Part of the East half of the Southeast quarter of Section 19, bounded and described as follows: Beginning at the Southeast corner of said half quarter section and running thence West 2 chains and 10 links, thence North 20 chains and 77 links, thence East 2 chains and 10 links, more or less to the East line of Section 19, thence South 20 chains and 77 links to the place of beginning.

A part of the Southwest quarter of Section 20, bounded and described as follows: Beginning at a point 21 chains North of the Southwest corner of said Section 20 and running thence South 21 chains, thence East 30 chains, thence North 10.87 chains, and thence in a Northwesterly direction to the place of beginning.

All in Township 15 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Tax Parcel Reference: 1019400023 (4.23 acres)
1020300007 (48.12 acres)

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the 8th day of November, 2019 (the "Effective Date"), between David W. Ginder, a single person ("Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner.

2. Access. Accompanying the Underground Easement Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have

the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner. Grantee is limited to only utilizing areas North of the Easement Area and the Easement Area itself for ingress and egress. Grantee may not utilize Property South of the Easement Area for ingress and egress without written permission of Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities. Owner reserves the right to use the Easement Area for agricultural purposes. Nothing contained in this easement shall restrict Owner's ability to construct improvements on the Property outside of the Easement Area.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall

be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a local contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement

and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

David W. Ginder
2502 Old 36
Jacksonville, IL 62650

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Three Hundred Twenty Feet (1,320') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: _____

Name: David W. Ginder

STATE OF Illinois

COUNTY OF Sangamon

The foregoing instrument was acknowledged before me this 8 day of November, 2019, by David W. Ginder.

_____

Notary Public

Andrew G. White

Typed or Printed

5-11-21

Commission Expiration Date

(SEAL)

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 5th day of December, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 52.35 acres, more particularly described as follows:

Part of the East half of the Southeast quarter of Section 19, bounded and described as follows: Beginning at the Southeast corner of said half quarter section and running thence West 2 chains and 10 links, thence North 20 chains and 77 links, thence East 2 chains and 10 links, more or less to the East line of Section 19, thence South 20 chains and 77 links to the place of beginning.

A part of the Southwest quarter of Section 20, bounded and described as follows: Beginning at a point 21 chains North of the Southwest corner of said Section 20 and running thence South 21 chains, thence East 30 chains, thence North 10.87 chains, and thence in a Northwesterly direction to the place of beginning.

All in Township 15 North and Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Tax Parcel Reference: 1019400023 (4.23 acres)
1020300007 (48.12 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629154
Receipt #: 18150027 Total Fees: $60.00
Pages Recorded: 9 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/6/2019 10:14:24 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq. RETURN TO

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the 7th day of November, 2019 (the "Effective Date"), between David L. Winkelman and Leslie Winkelman, husband and wife (collectively, "Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner.

2. Access. Accompanying the Underground Easement Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the

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Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities. Owner reserves the right to use the Easement Area for agricultural purposes. Nothing contained in this easement shall restrict Owner's ability to construct improvements on the Property outside of the Easement Area.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground

and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a local contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement.

Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

David L. and Leslie Winkelman
2201A Magnolia Drive
South Jacksonville, IL 62650

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: David L. Winkelman
Name: David L. Winkelman

STATE OF Illinois

COUNTY OF Sangamon

The foregoing instrument was acknowledged before me this 7 day of November, 2019, by David L. Winkelman.

(SEAL) OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Notary Public
Andrew G. White
Typed or Printed
5-11-21
Commission Expiration Date

By: Leslie Winkelman
Name: Leslie Winkelman

STATE OF Illinois

COUNTY OF Sangamon

The foregoing instrument was acknowledged before me this 7 day of November, 2019, by Leslie Winkelman.

(SEAL) OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Notary Public
Andrew G. White
Typed or Printed
5-11-21
Commission Expiration Date

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 14th day of November, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101312
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 24.32 acres, more particularly described as follows:

Part of the Northwest Quarter of the Northwest Quarter of Section Twenty-four (24) in Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, more particularly described as follows: Beginning at an iron pin set at the Northwest corner of said Section 24, thence South 0°29'05" East along the West line of said Section 24 a distance of 804.92 feet, thence North 89°13'16" East a distance of 1,220.37 feet to the beginning of a tangent curve having a radius of 114,741.60 feet whose center bears South 0°36'44" East, thence Easterly along said curve through a central angle of 9°03'27" a distance of 115.39 feet to a point on the East line of said Quarter Quarter section, thence North 0°34'37" West along said East line to the Northeast corner of said Quarter Quarter section, thence West along the North line of said Quarter Quarter section to the point of beginning. Situated in Morgan County, Illinois.

Tax Parcel Reference: 1024100007 (24.32 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629155
Receipt #: 18150027 Total Fees: $60.00
Pages Recorded: 9 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/6/2019 10:14:25 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq. RETURN TO

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the 11th day of November, 2019 (the "Effective Date"), between Gary L. Ginder, a married person ("Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner. Grantee shall use crane mats at all times when walking cranes across the Easement Area.

2. Access. Accompanying the Underground Easement Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the

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Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities. Owner reserves the right to use the Easement Area for agricultural purposes. Nothing contained in this easement shall restrict Owner's ability to construct improvements on the Property outside of the Easement Area.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground

and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a local contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement.

Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

Gary L. Ginder
1390 Witty Road
Jacksonville, IL 62650

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: Gary L. Ginder
Name: Gary L. Ginder

STATE OF Illinois

COUNTY OF Sangamon

The foregoing instrument was acknowledged before me this 11 day of November, 2019, by Gary L. Ginder.

Notary Public
Andrew G. White
Typed or Printed
5-11-21
Commission Expiration Date

(SEAL)

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Spouse's signature*

By: Joyce A. Ginder
Name: Joyce A. Ginder

*Spouse is joining in the execution of the Agreement for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

STATE OF Illinois

COUNTY OF Sangamon

The foregoing instrument was acknowledged before me this 11 day of November, 2019, by Joyce A. Ginder, spouse.

OFFICIAL SEAL
(SEAL) **ANDREW G. WHITE**
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

Notary Public
Andrew G. White
Typed or Printed
5-11-21
Commission Expiration Date

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 14th day of November, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 60 acres, more particularly described as follows:

The North half of the Southwest quarter of the Northwest quarter of Section Thirty-four (34) and the Northwest quarter of the Northwest quarter of Section Thirty-four (34), all in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tax Parcel Reference: 1034100003 (60 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629151
Receipt #: 18150027 Total Fees: $60.00
Pages Recorded: 9 RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 12/6/2019 10:14:21 AM

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

RETURN TO

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the 19th day of November, 2019 (the "Effective Date"), between U.S. Bank, N.A., Trustee of the Clarke Reed Stevenson Trust u/w, and of the Clarke Reed Stevenson Trust u/w FBO Beverly Joyce Stevenson Cox (collectively, "Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner.

2. Access. Accompanying the Underground Easement Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the

Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice. If this Agreement terminates for any reason, Grantee shall record a release or termination of this Agreement in the real property records of the county in which the Property is located.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them. Notwithstanding the foregoing, the Underground Facilities and Underground Easement may only be used in connection with a wind energy project.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities regardless of whether such damage is within the Easement Area or elsewhere. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities regardless of where such activities occur and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a

depth not less than 42 inches below the natural surface of the ground and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement.

Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

US Bank Farm Management
205 S 5th St., Floor 3
Springfield, IL 62701

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Three Hundred Twenty Feet (1,320') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

U.S. Bank, N.A., Trustee of the Clarke Reed Stevenson Trust u/w, and of the Clarke Reed Stevenson Trust u/w FBO Beverly Joyce Stevenson Cox

By: Bradford L Davis AVP
Name: Bradford L. Davis
Title: Assistant Vice President

STATE OF Illinois

COUNTY OF Sangamon

The foregoing instrument was acknowledged before me this 19th day of November, 2019, by Bradford L. Davis, as Assistant Vice President for U.S. Bank, N.A., Trustee of the Clarke Reed Stevenson Trust u/w, and of the Clarke Reed Stevenson Trust u/w FBO Beverly Joyce Stevenson Cox.

Katherine S Priester
Notary Public

(SEAL)

Katherine S Priester
Typed or Printed

05/14/2023
Commission Expiration Date

KATHERINE S. PRIESTER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires May 14, 2023

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 25th day of November, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 80 acres, more particularly described as follows:

> The West Half of the Southeast Quarter of Section Twenty-Seven (27), Township Fifteen (15) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tax Parcel Reference: 1027400001 (80 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629729

Receipt #: 18150828
Pages Recorded: 1 of 8

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/21/2020 1:32:54 PM
[ELECTRONICALLY FILED]

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of Nov 27, 20 19 ("**Effective Date**"), by and between **Andrew B. Holloway and Cindy G. Holloway, husband and wife** (collectively, "**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Three Hundred Twenty Feet (1,320') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Andrew B. and Cindy G. Holloway
2322 Barrows Road
Jacksonville, IL 62650
Telephone: 217-473-8998

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: Andrew B Holloway
Name: Andrew B. Holloway

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 27 day of November, 2019 by Andrew B. Holloway.

PAIGE HUME
"OFFICIAL SEAL"
My Commission Expires
September 29, 2021

Printed Name: Paige Hume
Notary Public in and for the State of IL
My Commission Expires: 9.29.21

[SEAL]

By: Cindy G. Holloway
Name: Cindy G. Holloway

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 27 day of November, 2019 by Cindy G. Holloway.

PAIGE HUME
"OFFICIAL SEAL"
My Commission Expires
September 29, 2021

Printed Name: Paige Hume
Notary Public in and for the State of IL
My Commission Expires: 9-29-21

[SEAL]

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of December, 2019, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

_____
Notary Public, Commonwealth of Virginia

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section Thirteen (13), Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, described as follows:

Beginning at a point 799 feet West of the Southeast corner of said quarter quarter section and running thence North 132 feet; thence West 132 feet; thence South 132 feet and thence East 132 feet to the point of beginning,

And:

Part of the Southeast quarter of the Southeast quarter of Section Thirteen (13), Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois: Commencing at an iron rod found marking the Southeast corner of said Section 13; thence North 89 degrees 43 minutes 29 seconds West along the South line of said Section 13, 759.00 feet to the point of beginning; thence continuing along said South line North 89 degrees 43 minutes 29 seconds West, 40.00 feet to the Southeast corner of a tract of land described in a warranty deed document number 424833; thence North 00 degrees 16 minutes 31 seconds East along the East line of said tract 132 feet to the Northeast corner of said tract; thence South 89 degrees 43 minutes 29 seconds East, 40.00 feet; thence South 00 degrees 16 minutes 31 seconds West 132.00 feet to the point of beginning.

And:

Part of the Southeast quarter of the Southeast quarter of Section Thirteen (13), Township Fourteen (14) North, Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois: Commencing at an iron rod found marking the Southeast corner of said Section 13; thence North 89 degrees 43 minutes 29 seconds West along the South line of said Section

13, 759.00 feet; thence North 00 degrees 16 minutes 31 seconds East, 132.00 feet to the point of beginning; thence North 89 degrees 43 minutes 29 seconds West 40.00 feet to the Northeast corner of a tract of land described in a warranty deed document number 424833; thence continuing thence North 89 degrees 43 minutes 29 seconds West along the North line of said tract, 132 feet to the Northwest corner of said tract; thence North 00 degrees 16 minutes 31 seconds East 40.00 feet; thence South 89 degrees 43 minutes 29 seconds East 172.00 feet; thence South 00 degrees 16 minutes 31 seconds West, 40.00 feet to the point of beginning.

Tax Parcel Reference: 1313400004 (0.68 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629730

Receipt #: 18150828
Pages Recorded: 1 of 5

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Jill S Waggener

Date Recorded: 1/21/2020 1:33:00 PM
[ELECTRONICALLY FILED]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of November 13, 2019 (the "Effective Date"), by and between Clark S. Dodsworth, Jr., a single person, Life Estate Tenate, and Kyla Carollee St. Clair Dodsworth, a single person, Remainderman, (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Clark S. Dodsworth, Jr.

THE STATE OF CALIFORNIA §
§
COUNTY OF ALAMEDA §

This instrument was acknowledged before me on the 13th day of NOVEMBER, 2019 by Clark S. Dodsworth, Jr.

GUADALUPE B. VALDEPENAS
Commission # 2139238
Notary Public - California
Alameda County
My Comm. Expires Feb 3, 2020

[SEAL]

Printed Name: GUADALUPE B. VALDEPENAS
Notary Public in and for the State of CA
My Commission Expires: 02/03/2020

Clark S. Dodsworth, Jr.,
attorney-in-fact for Kyla Carollee St. Clair Dodsworth

THE STATE OF CALIFORNIA §
§
COUNTY OF ALAMEDA §

This instrument was acknowledged before me on the 13th day of NOVEMBER, 2019 by Clark S. Dodsworth, Jr., attorney-in-fact for Kyla Carollee St. Clair Dodsworth.

GUADALUPE B. VALDEPENAS
Commission # 2139238
Notary Public - California
Alameda County
My Comm. Expires Feb 3, 2020

[SEAL]

Printed Name: GUADALUPE B. VALDEPENAS
Notary Public in and for the State of CA
My Commission Expires: 02/03/2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of December 2019 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The North Half of the Southeast Quarter of Section 14, Township 14 North, Range 9 West of the Third Principal Meridian, containing 80 acres, more or less; also the Northwest Quarter of the Southwest Quarter of Section 13 in Township and Range aforesaid, containing 40 acres, more or less; also the Southwest Quarter of the Southeast Quarter of Section 14, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Except the homesite conveyed by deed recorded on October 25, 1993 as document #433085, containing approximately 1.18 acres located adjacent to Kenny Rd. in the North Half of the Northwest Quarter of the Southeast Quarter of Section 14, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629731

Receipt #: 18150828
Pages Recorded: 1 of 6

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Jill S Waggener

Date Recorded: 1/21/2020 1:33:06 PM
[ELECTRONICALLY FILED]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 2, 2019 (the "Effective Date"), by and between David J. Yuska, a married person, and Paul L. Yuska, a single person (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: _____
Name: David J. Yuska

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 2 day of December, 2019, by David J. Yuska.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

_____
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: Dec 19, 2021

Spouse's Signature*

By: _____
Name: Sarah J. Yuska

*Spouse is joining in the execution of the Memorandum for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 2 day of December, 2019, by Sarah J. Yuska, spouse.

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

[SEAL]

_____
Printed Name: Christina Mussatto
Notary Public in and for the State of Illinois
My Commission Expires: Dec 19, 2021

"LESSOR"

By: Paul Yuska
Name: Paul L. Yuska

THE STATE OF Michigan §
§
COUNTY OF Oakland §

This instrument was acknowledged before me on the 25 day of November, 2019, by Paul L. Yuska.

HEATHER ALSHEIMER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
COMMISSION EXPIRES Mar 25, 2020
ACTING IN COUNTY OF Oakland

[SEAL]

Printed Name: Heather Alsheimer
Notary Public in and for the State of Michigan
My Commission Expires: March 25 2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of December, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tracts 1-4

The West One-half (½) of the Southeast Quarter (SE 1/4) of Section 13, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

The West One-half (½) of the Northwest Quarter (NW 1/4) of Section 30, Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

All that part of the Northeast Quarter of Section Three (3) which lies North of the I.C.G. Railroad as now located, all in Township Thirteen (13) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

All that part of the Northeast Quarter of Section Three (3) which lies South of the I.C.G. Railroad as now located, all in Township Thirteen (13) North and Range Ten (10) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629732

Receipt #: 18150828
Pages Recorded: 1 of 7

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Jill S Waggener

Date Recorded: 1/21/2020 1:33:12 PM
[ELECTRONICALLY FILED]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 17, 2019 (the "Effective Date"), by and between Joan Stone, a single person ("Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Cynthia Elliott
Name: Joan Stone by Cynthia Elliott, Attorney-in-Fact

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 17 day of December, 2019 by Cynthia Elliott, Attorney-in-Fact for Joan Stone.

CLIFTON W BARKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 5, 2020

[SEAL]

Clifton W Barker
Printed Name: Clifton W Barker
Notary Public in and for the State of IL
My Commission Expires: 8-5-2019

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20th day of December, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

SARAH ANN FROMME
NOTARY PUBLIC
REG # 7775042
COMMISSION EXPIRES 6/30/2022
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract I: The East half of the Southeast quarter of Section Seventeen (17);
The East half of the Northeast quarter of said Section Seventeen (17), except that part conveyed by Deed recorded November 14, 1983, in Deed Drawer 6, Card 3033 in the Recorder's Office of Morgan County, Illinois, more particularly described as follows:

Part of the East Half (E½) of the Northeast Quarter (NE¼) of Section 17, Township 15 North, Range 9 West of the 3rd Principal Meridian in Morgan County, Illinois, described as follows:

Commencing at the Southeast corner of said Section 17, thence North 3,202.15 feet along the East line of said Section 17 to a point in the centerline of the Old State Road (F.A.S. 613); thence South 78° 28' 23" West 363.35 feet along said centerline; thence Southwesterly along said centerline along a curve to the left, said curve having a radius of 2,864.79 feet, a distance of 81.33 feet to the Point of Beginning.

Thence North 4° 45' 42" West 40.42 feet to a point on the Northerly right of way line of the Old State Road; thence continuing North 4° 45' 42" West 255.5 feet along an existing fence line; thence South 85° 14' 18" West 130.0 feet; thence South 44° 14' 08" West 200.0 feet; thence South 6° 13' 53" West 186.7 feet to a point on the Northerly right of way line of the Old State Road; thence continuing South 6° 13' 53" West 50.0 feet to a point on the centerline of the Old State Road; thence Northeasterly along said centerline along a curve to the right, said curve having a radius of 2,864.79 feet, a distance of 333.2 feet to the Point of Beginning, said tract containing 1.96 Acres, more or less, including 0.3 Acre, more or less, now being used for highway purposes.

Twenty and one-half (20½) acres, more or less, being all that part of the West half of the Northwest quarter of Section Sixteen (16), which lies South of the Public Road leading from Jacksonville to Springfield;

Part of the East half of the Northeast quarter of Section Eight (8), bounded and described as follows:

Beginning at a stone 6 chains and 25 links East of the Southwest corner of said last mentioned half quarter section, thence running North 8 chains, to a stone at Mauvaisterre Creek, thence in a Northeasterly direction with the meanderings of said Creek, to a point on the East line of said last named half quarter section, 12 chains and 25 links North of the Southeast corner of said last named half quarter section, thence South 12 chains and 25 links, to the Southeast corner of said last named half quarter section, and thence West 13 chains and 25 links to the place of beginning, containing 17.59 acres, more or less.

All of the above described real estate being situated in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, subject to highways as now locat-

Tract II: The East half of the Southeast quarter of Section Eight (8); The West half of the Southwest quarter of Section Nine (9), and
Seventeen and one-half (17½) acres off of the North end of the West half of the Northwest quarter of Section Sixteen (16);
All in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, subject to highways as now located, Morgan County, Illinois

Tract III: Part of the Southwest quarter of the Northwest quarter of Section Nine (9) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, described as follows:

Beginning at a point on the South line of said quarter section, where an iron pipe is sunk 668 feet East of the Southwest corner of said quarter quarter section, thence East 377 feet, thence North 525 feet to a point in the center of the road, thence North 12° 40' East 300 feet, to a point in the center of the road, thence North 22° 10' East 551 feet to the point where the center line of the road crosses the North line of the South half of said quarter quarter section, thence West 656 feet to an iron pipe, thence South to the point of beginning, subject to highways as now located.

Part of the Southwest quarter of the Northwest quarter of Section Nine (9) in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, described as:

Beginning at the Southwest corner of said quarter quarter section, thence East 40 rods, thence North 78 rods to Mauvaisterre Creek, thence down the channel of said Creek with meanderings thereof to the point where said creek crosses the West line of said quarter quarter section, thence South 12.25 chains to the place of beginning, subject to highways as now located, Morgan County, Illinois.

Tract IV: Part of the West half of the Northwest quarter of Section Nine (9), described as follows:

Beginning at the Widow Taliaferro's corner on the North side of Mauvaisterre Creek, thence West 9 chains to the middle of the creek, thence meandering with the creek up to opposite the beginning and thence 50 links to the beginning, containing 2.55 acres.

Also Part of the Northeast quarter of Section Eight (8), described as follows:

Beginning in the Middle of Mauvaisterre Creek, 3 chains and 21 links West of the West end of the tract last above described, thence West 11 chains and 44 links to MacMurray's line, thence South 8 chains and 75 links, thence meandering with the creek to the place of beginning, containing 4.28 acres.

All in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, subject to existing roadways, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629733

Receipt #: 18150828
Pages Recorded: 1 of 6

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Jill S. Waggener

Date Recorded: 1/21/2020 1:33:17 PM
[ELECTRONICALLY FILED]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite ~~200~~ 3; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 15, 2019 (the "Effective Date"), by and between J. Mark Bergschneider and Krista L. Bergschneider, husband and wife; and Mary E. Bergschneider, Trustee of the Joseph A. Bergschneider Living Trust, dated April 6, 2000; and of the Mary E. Bergschneider Living Trust, dated April 6, 2000 (collectively, "Lessor"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is

merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: J. Mark Bergschneider
Name: J. Mark Bergschneider

THE STATE OF IL. §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15th day of December, 2017, by J. Mark Bergschneider.

Printed Name: Lacey Sorrill
Notary Public in and for the State of IL.
My Commission Expires: 5.25.2020

[SEAL]
OFFICIAL SEAL
LACEY SORRILL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 25, 2020

By: Krista L. Bergschneider
Name: Krista L. Bergschneider

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15th day of December, 2017, by Krista L. Bergschneider.

Printed Name: Lacey Sorrill
Notary Public in and for the State of IL.
My Commission Expires: 5.25.2020

OFFICIAL SEAL
LACEY SORRILL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 25, 2020
[SEAL]

"LESSOR"

By: Mary E. Bergschneider, Trustee
Name: Mary E. Bergschneider, Trustee of the Joseph A. Bergschneider Living Trust, dated April 6, 2000; and of the Mary E. Bergschneider Living Trust, dated April 6, 2000

THE STATE OF Mo. §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 15th day of December, 2017, by Mary E. Bergschneider, Trustee of the Joseph A. Bergschneider Living Trust, dated April 6, 2000; and of the Mary E. Bergschneider Living Trust, dated April 6, 2000.

Printed Name: Lacey Sorrill
Notary Public in and for the State of Mo.
My Commission Expires: 5-25-2020

[SEAL]

OFFICIAL SEAL
LACEY SORRILL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 25, 2020

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20th day of December, 2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

SARAH ANN FROMME
NOTARY PUBLIC
REG # 7775042
COMMISSION EXPIRES 6/30/2022
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The South half of Section Seven (7) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian, lying South of the Jacksonville-Springfield Road and the North half of the Northwest quarter of Section Eighteen (18) in Township Fifteen (15) North and Range Eight (8) West of the Third Principal Meridian;

Less and Except:

Sta. 2+819.552 to 3+954.682

A part of the Northwest Quarter of Section 18 and a part of the Southwest Quarter of Section 7, Township 15 North, Range 8 West of the Third Principal Meridian, Morgan County, Illinois, described as follows:

Beginning at the Northwest corner of said Section 18 also being the Southwest corner of said Section 7; thence along the west line of said Section 7, North 00 degrees 07 minutes 19 seconds West, 730.420 meters (2,396.29 feet); thence North 85 degrees 03 minutes 32 seconds East, 13.049 meters (42.81 feet); thence South 50 degrees 39 minutes 57 seconds West, 11.514 meters (37.78 feet); thence South 00 degrees 44 minutes 46 seconds East, 247.500 meters (812.01 feet); thence South 01 degree 53 minutes 30 seconds East, 100.020 meters (328.15 feet); thence South 00 degrees 23 minutes 59 seconds West, 100.020 meters (328.15 feet); thence South 00 degrees 44 minutes 46 seconds East, 53.270 meters (174.77 feet); thence South 00 degrees 45 minutes 00 seconds East, 196.729 meters (645.44 feet); thence South 02 degrees 16 minutes 39 seconds East, 150.053 meters (492.30 feet); thence South 00 degrees 45 minutes 00 seconds East, 50.000 meters (164.04 feet); thence South 00 degrees 58 minutes 06 seconds West, 100.045 meters (328.23 feet); thence South 00 degrees 45 minutes 00 seconds East, 130.448 meters (427.98 feet); thence South 89 degrees 32 minutes 59 seconds West, 12.623 meters (41.41 feet) to the west line of said Section 18; thence along said West line, North 00 degrees 47 minutes 19 seconds West, 403.808 meters (1,324.83 feet) to the point of beginning, containing 0.3675 hectare (0.908 acres) in addition to 0.7992 hectare (1.975 acres) of existing right of way for a total of 1.1667 hectares (2.883 acres) more or less.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629734

Receipt #: 18150828
Pages Recorded: 1 of 5

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Jill S Waggener

Date Recorded: 1/21/2020 1:33:22 PM
[ELECTRONICALLY FILED]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of December 31, 2019 (the "Effective Date"), by and between Clark S. Dodsworth, Jr. ("Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements from property lines and parcel lines (but not residences or other structures), whether imposed by applicable law or by any person or entity, including without limitation any setback requirements pertaining to property lines or parcel lines described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

Clark S. Dodsworth, Jr.

THE STATE OF IL §
§
COUNTY OF Sangamon §

This instrument was acknowledged before me on the 21 day of June, 2019 by Clark S. Dodsworth, Jr.

Printed Name: Andrew G. White
Notary Public in and for the State of IL
My Commission Expires: 5-11-21

[SEAL]

OFFICIAL SEAL
ANDREW G. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-11-2021

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of January 2020 by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

The Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Twenty-three (23), and

All that part of the following described real estate lying North of the G.M.&O. Railroad (formerly known as the Chicago and Alton Railroad):

> The South Half (S ½) of the North East Quarter (NE ¼) and the Northeast Quarter (NE ¼) of the South East Quarter (SE ¼) and the North Thirty-three and one-third (33 1/3) acres of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Twenty Three (23),
>
> The Southwest Quarter (SW ¼) of the North West Quarter (NW ¼) and the North West Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Twenty-four (24),

All of the above in Township 14 North, Range 9 West of the Third Principal Meridian, in Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629735

Receipt #: 18150828
Pages Recorded: 1 of 10

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Jill S. Waggener

Date Recorded: 1/21/2020 1:33:28 PM
[ELECTRONICALLY FILED]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the 21st day of December, 20 19 (the "Effective Date"), between Nancy D. Becker, a married person ("Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner.

2. Access. Accompanying the Underground Easement Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have

the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and

connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

Nancy D. Becker
2475 Loami Road
Jacksonville, IL 62650

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Three Hundred Twenty Feet (1,320') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or

written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: Nancy D. Becker
Name: Nancy D. Becker

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 19 day of December, 20 19, by Nancy D. Becker.

Christina Mussatto
Notary Public

(SEAL)

Christina Mussatto
Typed or Printed

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

12/19/21
Commission Expiration Date

Spouse's signature*

By: Gary M. Becker
Name: Gary M. Becker

*Spouse is joining in the execution of the Agreement for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 19 day of December, 20 19, by Gary M. Becker, spouse.

Christina Mussatto
Notary Public

(SEAL)

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Christina Mussatto
Typed or Printed

12/19/21
Commission Expiration Date

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of January, 2020, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 140 acres, more particularly described as follows:

The West Half of the Southwest Quarter of Section Twelve (12) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois; and

Sixty (60) acres off the North end of the West Half of the Northwest Quarter of Section Twenty-nine (29) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tax Parcel References: 1412300001 (80 acres)
1429100001 (60 acres)

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629736

Receipt #: 18150828
Pages Recorded: 1 of 9

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/21/2020 1:33:34 PM
[ELECTRONICALLY FILED]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the 26th day of December, 2019 (the "Effective Date"), between Agnes A. Johnson, Trustee of the Agnes A. Johnson Living Trust, dated January 11, 2019 ("Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities".

2. Access. Accompanying the Underground Easement Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon

completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement

shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

Agnes A. Johnson, Trustee
Agnes A. Johnson Living Trust
2423 State Highway 104
Jacksonville, IL 62650

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Six Hundred Fifty Feet (1,650') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which

the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: Agnes A. Johnson

Name: Agnes A. Johnson, Trustee of the Agnes A. Johnson Living Trust, dated January 11, 2019

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 17 day of December, 2019, by Agnes A. Johnson, Trustee of the Agnes A. Johnson Living Trust, dated January 11, 2019.

Christina Mussatto

Notary Public

Christina Mussatto

Typed or Printed

12/19/21

Commission Expiration Date

(SEAL)

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of January, 2020, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 60 acres, more particularly described as follows:

The West Half of the following:
The West Half of the Southwest Quarter of Section Twenty-nine (29) and the East Half of the East Half of the Southeast Quarter of Section Thirty (30), all in Township Fifteen (15) North and Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tax Parcel References:	1029300006 (20 acres) 1030400003 (40 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629941

Receipt #: 18151225
Pages Recorded: 1 of 9

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Jill S Waggener

Date Recorded: 2/11/2020 8:39:21 AM
[ELECTRONICALLY FILED]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the 26th day of December, 2019 (the "Effective Date"), between Everett Johnson, a married person ("Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities".

2. Access. Accompanying the Underground Easement Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind

Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to

the individuals and addresses indicated below:

(a) If to Grantor:

Everett Johnson
720 Dahman Road
Franklin, IL62638

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Six Hundred Fifty Feet (1,650') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or

unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: Everett Johnson

Name: Everett Johnson

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 17 day of December, 20 19, by Everett Johnson.

Christina Mussatto

Notary Public

Christina Mussatto

Typed or Printed

12/19/21

Commission Expiration Date

(SEAL)

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

Spouse's signature*

By: LeAnn Johnson

Name: LeAnn Johnson

*Spouse is joining in the execution of the Agreement for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 17 day of December 20 19 by LeAnn Johnson, spouse.

Christina Mussatto

Notary Public

Christina Mussatto

Typed or Printed

12/19/21

Commission Expiration Date

(SEAL)

"OFFICIAL SEAL"
CHRISTINA MUSSATTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 19, 2021

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7th day of January, 20 20, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 40 acres, more particularly described as follows:

The East Half of the West Half of the Northeast Quarter of Section Eight (8) in Township Fourteen (14) North, Range Eight (8) West of the Third Principal Meridian, SUBJECT to highways as now located.

Tax Parcel Reference: 1508200003 (40 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629717

Receipt #: 18150806
Pages Recorded: 1 of 11

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 1/21/2020 8:42:33 AM
[ELECTRONICALLY FILED]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the 10th day of January, 2020 (the "Effective Date"), between The Brasel Family Limited Partnership, an Illinois limited partnership ("Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner.

2. Access. Accompanying the Underground Easement Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have

the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). Grantee shall also reimburse Owner for each occurrence of damage to cropland, crops and livestock caused by Grantee's construction, operation and maintenance of Underground Facilities within the Easement Area as provided in the Fee Schedule. The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a contractor

qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement

to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

The Brasel Family Limited Partnership
c/o Worrell Land Services LLC
2240 W. Morton Ave.
Jacksonville, IL 62650

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Three Hundred Twenty Feet (1,320') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all

exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

The Brasel Family Limited Partnership, an Illinois limited partnership

By: Christopher Brasel

Name: Christopher J. Brasel, Trustee of the John E. Brasel Revocable Trust dated 04/06/95 and the Mary Joann Brasel Revocable Trust dated 04/06/95

Title: General Partners

STATE OF IL

COUNTY OF Rock Island

The foregoing instrument was acknowledged before me this 10th day of January, 2020, by Christopher J. Brasel, Trustee of the John E. Brasel Revocable Trust dated 04/06/95 and the Mary Joann Brasel Revocable Trust dated 04/06/95, General Partners of The Brasel Family Limited Partnership, an Illinois limited partnership.

Nina Hayes

Notary Public

Nina Hayes

Typed or Printed

4/30/2022

Commission Expiration Date

(SEAL)

OFFICIAL SEAL
NINA HAYES
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-30-2022

"OWNER"

The Brasel Family Limited Partnership, an Illinois limited partnership

By: _____

Name: Eric A. Brasel, Trustee of the John E. Brasel Revocable Trust dated 04/06/95 and the Mary Joann Brasel Revocable Trust dated 04/06/95

Title: General Partners

STATE OF IL

COUNTY OF Rock Island

The foregoing instrument was acknowledged before me this 10th day of January, 2020, by Eric A. Brasel, Trustee of the John E. Brasel Revocable Trust dated 04/06/95 and the Mary Joann Brasel Revocable Trust dated 04/06/95, General Partners of The Brasel Family Limited Partnership, an Illinois limited partnership.

_____

Notary Public

(SEAL)

Nina Hayes

Typed or Printed

4/30/2022

Commission Expiration Date

OFFICIAL SEAL
NINA HAYES
NOTARY PUBLIC-STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-30-2022

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 17th day of January, 2020, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 231.32 acres, more particularly described as follows:

The Southwest Quarter (SW 1/4) of Section 30, Township 15 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois, containing 156 acres, more or less, EXCEPTING THEREFROM, a part of the Southwest Quarter (SW 1/4) of Section 30, Township 15 North, Range 9 West of the third Principal Meridian, Morgan County, Illinois, being more particularly described as follows: Commencing at a stone at the Northeast corner of the Southwest Quarter (SW 1/4) of Section 30, township 15 North, Range 9 West of the Third Principal Meridian; Thence South 00 degrees 00 minutes 00 seconds West along the East line of said Quarter Section a distance of 1375.04 feet; Thence North 90 degrees 00 minutes 00 seconds West 1141.55 feet to the true point of beginning; Thence continuing North 90 degrees 00 minutes 00 seconds West 234.00 feet; Thence south 00 degrees 00 minutes 00 seconds West 886.00 feet; Thence North 90 degrees 00 minutes 00 seconds East 234.00 feet; Thence North 00 degrees 00 minutes 00 second East 886.00 feet to the true point of beginning, said parcel containing 4.76 acres, more or less, situated in Morgan County, Illinois.

ALSO

The East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 15, Township 15 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois

Tax Parcel References: 1030300002 (151.32 acres)
1015200002 (80 acres)

Jill S. Waggener
Clerk / Recorder
Morgan County, IL
Doc#: 629943

Receipt #: 18151228
Pages Recorded: 1 of 6

Recording Fee: $60.00
RHSP FEE: $9.00
RHSP COUNTY CLERK FEE: $1.00

Date Recorded: 2/11/2020 9:01:44 AM
[ELECTRONICALLY FILED]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of January 30, 2020 (the "Effective Date"), by and between Kathleen Ann Gray, Trustee of the Kathleen Ann Gray Revocable Trust dated August 8, 2019; and Cynthia Sue Reif, Trustee of the Cynthia Sue Reif Revocable Trust dated July 26, 2019 (collectively, "Lessor") and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Lessee").

1. Property. Lessor and Lessee have entered into a Lease and Easement Agreement for Wind Energy Project (the "Agreement") dated as of the Effective Date, for certain real property located in Morgan County, Illinois, as more particularly described on Exhibit A attached hereto (the "Property"), which Agreement grants to Lessee certain Leasehold and easement rights.

2. Term. The Agreement is for an initial development period of up to seven (7) years, and if the terms and conditions of the Agreement are met, the Agreement shall continue for a construction term and an operation term of up to thirty-five (35) years.

3. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants to Lessee the Operation Easements, all as more specifically set forth in the Agreement. Lessor has leased the Property to Lessee on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for wind energy purposes, and provides Lessee with the exclusive right to use the Property for wind energy purposes

4. Legal Description. Lessor and Lessee have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of Illinois has been completed, Lessee may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Lessor shall be required for such amendment to be effective.

5. Incorporation of Agreement. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, provisions and conditions of the

Agreement. In the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail.

6. Non-Interference and Setbacks. To the extent permitted by law Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including without limitation any setback requirements described in any Morgan County Ordinances, or in any governmental entitlement or permit heretofore or hereafter issued to Lessee. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of the Improvements.

7. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Recording. This Memorandum is executed for the purpose of recordation in the Official Records of Morgan County, Illinois, in order to establish record notice of the existence of the Agreement and the rights of the Lessee thereunder.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

"LESSOR"

By: Kathleen Ann Gray

Name: Kathleen Ann Gray, Trustee of the Kathleen Ann Gray Revocable Trust dated August 8, 2019

THE STATE OF IL §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 30 day of January, 2020 by Kathleen Ann Gray, Trustee of the Kathleen Ann Gray Revocable Trust dated August 8, 2019.

Daniel J Beard

Printed Name: Daniel J Beard

Notary Public in and for the State of IL

My Commission Expires: 11/30/2020

[SEAL]

OFFICIAL SEAL
DANIEL J. BEARD
Notary Public - State of Illinois
My Commission Expires 11/30/2020

"LESSOR"

By: Cynthia Sue Reif
Name: Cynthia Sue Reif, Trustee of the Cynthia Sue Reif Revocable Trust dated July 26, 2019

THE STATE OF Illinois §
§
COUNTY OF DuPage §

This instrument was acknowledged before me on the 28th day of January, 2020 by Cynthia Sue Reif, Trustee of the Cynthia Sue Reif Revocable Trust dated July 26, 2019.

Nancy K Hudson
Printed Name: Nancy K Hudson
Notary Public in and for the State of IL
My Commission Expires: 12/07/2020

OFFICIAL SEAL
NANCY K HUDSON
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 12/07/2020

[SEAL]

"LESSEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 11th day of February 2020 by Jeanine G. Wolanski, the Senior Vice President of Land Management of Apex Clean Energy Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a Delaware limited liability company, Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

[SEAL]

DONNA SHARPE LINTHICUM
NOTARY PUBLIC
REG # 101812
COMMISSION EXPIRES 12/31/2020
COMMONWEALTH OF VIRGINIA

Exhibit A to Memorandum of Agreement

Legal Description of the Property

Situate in the County of Morgan, and State of Illinois, to-wit:

Tract I:
The West half of the West half of the Northwest quarter of Section Fourteen (14), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

ALSO, the East half of the Northeast quarter and the East half of the West half of the Northeast quarter of Section Fifteen (15), Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tract II:
The North half of the Southeast quarter of Section Twenty-one (21), Township Fifteen (15) North, Range Eight (8) West of the Third Principal Meridian, Morgan County, Illinois.

In the event of inaccuracies in the foregoing legal description, Lessor and Lessee shall amend this Agreement to correct such inaccuracies.

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the _____ day of _____, 20___ (the "Effective Date"), between Jeffrey R. Bergschneider and Peggy J. Bergschneider, husband and wife (collectively, "Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner. Grantee shall have the right to utilize an additional fifty-five feet (55') of the Property adjacent to the Easement Area for purposes of construction and maintenance of the Underground Facilities, provided that no Underground Facilities shall be installed outside of the Easement Area.

2. Access. Accompanying the Underground Easement Grantee shall have the right of access to the Property for construction and maintenance of the Underground Facilities and Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that

such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason

of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

Jeffrey R. and Peggy J. Bergschneider
2910 Kenny Road
Franklin, IL 62638

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: Jeffrey R. Bergschneider
Name: Jeffrey R. Bergschneider

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 27 day of February, 2020, by Jeffrey R. Bergschneider.

(SEAL)

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2023

Notary Public
Michael D Cavanaugh
Typed or Printed
11-03-2023
Commission Expiration Date

By: Peggy J. Bergschneider
Name: Peggy J. Bergschneider

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 27 day of February, 2020, by Peggy J. Bergschneider.

(SEAL)

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2023

Notary Public
Michael D Cavanaugh
Typed or Printed
11-03-2023
Commission Expiration Date

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 40 acres, more particularly described as follows:

Tract 1:

The North Half of the South Half of the Northwest Quarter of Section Thirteen (13) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tax Parcel Reference: 1413100004 (40 acres)

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the _____ day of _____, 20___ (the "Effective Date"), between Jeffrey R. Bergschneider and Peggy J. Bergschneider, husband and wife (collectively, "Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner. Grantee shall have the right to utilize an additional fifty-five feet (55') of the Property adjacent to the Easement Area for purposes of construction and maintenance of the Underground Facilities, provided that no Underground Facilities shall be installed outside of the Easement Area.

2. Access. Accompanying the Underground Easement Grantee shall have the right of access to the Property for construction and maintenance of the Underground Facilities and Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that

such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason

of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

Jeffrey R. and Peggy J. Bergschneider
2910 Kenny Road
Franklin, IL 62638

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: Jeffrey R. Bergschneider
Name: Jeffrey R. Bergschneider

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 27 day of February, 2020, by Jeffrey R. Bergschneider.

(SEAL)

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2023

Notary Public
Michael D. Cavanaugh
Typed or Printed
11-03-2023
Commission Expiration Date

By: Peggy J. Bergschneider
Name: Peggy J. Bergschneider

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 27 day of February, 2020 by Peggy J. Bergschneider.

(SEAL)

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2023

Notary Public
Michael D Cavanaugh
Typed or Printed
11-03-2023
Commission Expiration Date

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 40 acres, more particularly described as follows:

The South half of the South half of the Northwest quarter of Section Thirteen (13) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois.

Tax Parcel Reference: 1413100003 (40 acres)

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the _____ day of _____, 20___ (the "Effective Date"), between Jeffrey R. Bergschneider, a married person ("Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner. Grantee shall have the right to utilize an additional fifty-five feet (55') of the Property adjacent to the Easement Area for purposes of construction and maintenance of the Underground Facilities, provided that no Underground Facilities shall be installed outside of the Easement Area.

2. Access. Accompanying the Underground Easement Grantee shall have the right of access to the Property for construction and maintenance of the Underground Facilities and Grantee shall

have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground

and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement.

Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

Jeffrey R. Bergschneider
2910 Kenny Road
Franklin, IL 62638

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: Jeffrey R Bergschneider
Name: Jeffrey R. Bergschneider

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 27 day of February, 2020, by Jeffrey R. Bergschneider.

(SEAL)

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2023

Notary Public
Michael D Cavanaugh
Typed or Printed
11-03-2023
Commission Expiration Date

Spouse's signature*

By: Peggy J Bergschneider
Name: Peggy J. Bergschneider

*Spouse is joining in the execution of the Agreement for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 27 day of February, 2020, by Peggy J. Bergschneider.

(SEAL)

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2023

Notary Public
Michael D Cavanaugh
Typed or Printed
11-03-2023
Commission Expiration Date

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 60.66 acres, more particularly described as follows:

Part of the West half of the Southeast quarter lying North on the right of way of the Illinois Central Gulf Railroad in Section Eighteen (18) in Township Fourteen (14) North and Range Eight (8) West of the Third Principal Meridian, situated in Morgan County, Illinois.

Tax Parcel Reference: 1518400004 (60.66 acres)

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Prepared by and When Recorded Return to: Apex Clean Energy, Inc.; 310 4th Street, NE, Suite 300; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this "Agreement") is made as of the _____ day of _____, 20___ (the "Effective Date"), between Jeffrey R. Bergschneider and Peggy J. Bergschneider, husband and wife ("Owner"), and LINCOLN LAND WIND, LLC, a Delaware limited liability company ("Grantee"). Owner is the sole owner of certain property located in Morgan County, Illinois, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, Owner grants, conveys and warrants to Grantee and its successors and assigns, an exclusive easement ("Underground Easement") on, along, over, under and across the portion of the Property shown on Exhibit A-1 attached hereto (the "Easement Area") for the right to construct, reconstruct, replace, repair, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for communication purposes, above-ground junction boxes, and all necessary and proper appliances, fixtures and facilities for use in connection with said wires and cables along, under and across the Easement Area; together with a right-of way in, on, along, over and across the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the "Underground Facilities". Owner grants to Grantee the right to utilize the Easement Area for a temporary crane path; provided, however, that such crane path shall be within one hundred fifty feet (150') total, on either or both sides of planned or existing Underground Facilities unless otherwise approved in writing by Owner. Grantee shall have the right to utilize an additional fifty-five feet (55') of the Property adjacent to the Easement Area (shown as the "Construction Area" on Exhibit A-1) for purposes of construction and maintenance of the Underground Facilities, provided that no Underground Facilities shall be installed outside of the Easement Area.

2. Access. Accompanying the Underground Easement Grantee shall have the right of access to the Property for construction and maintenance of the Underground Facilities and Grantee shall have the right of ingress and egress to and from the Easement Area by and for all personnel, labor, goods, services, materials, vehicles, equipment, and other items reasonably required by Grantee in order to effect the purposes described in this Agreement. Grantee may use any existing roads and lanes on the Property, and shall have the right to maintain and improve such roads and lanes. Grantee shall have the further right to use any fences and gates on the Property; provided Grantee coordinates such use with Owner.

3. Term and Termination. The parties recognize that Grantee is developing Wind Facilities (as defined in Section 10(a) herein) on the Wind Farm Property (as defined in Section 10(a) herein), and the easements granted pursuant to this Agreement are shall be beneficial easements for Grantee's development of the Wind Facilities. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "Term"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided in this Section. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "Construction Commencement Date" shall be the date when excavation work for the installation of a foundation for a Wind Turbine (as defined in Section 10(a) herein) constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. Assignment. Grantee may assign this Agreement or its rights with respect to the Underground Easement, in whole or in part, without the need for Owner's consent. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

5. Payment. As consideration for the Underground Easement, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 11 below.

6. No Interference. Owner shall not conduct any activity, nor grant any rights to any third party that would interfere with Grantee's use of the Easement Area or the rights granted under this Agreement and Owner shall not disturb, uncover or damage any Underground Facilities.

7. Drain Tile Repair. Grantee shall make commercially reasonable repairs (including replacement of damaged tile as necessary) of any tile damage caused by Grantee's construction or operation activities within the Easement Area. Grantee shall also pay crop damage for any crops damaged by flood due to broken tile which would not have occurred but for Grantee's activities within the Easement Area and indemnify Owner against any third-party claims for any such flood damage. In the event that any such tile damage is not repaired by Grantee, Owner shall have up to 36 months from the date of alleged tile damage to identify such damaged area and substantiate that

such tile damage was caused by Grantee's activities. Underground electrical wires and cables shall be installed with a trencher to a depth not less than 42 inches below the natural surface of the ground and below any existing drain tile. All farm drainage tile which intersects the Grantee's Underground Facilities shall be identified and repaired and/or replaced if damaged by Grantee, by a contractor qualified in farm drainage. Grantee agrees to consult, in good faith, with Owner regarding the repair and/or replacement of said drainage tile. Owner shall have the right to inspect all tile repairs and connections prior to backfill, provided Owner is immediately available to do so. If Owner is not available, Grantee's contractor shall provide Owner with digital photographs of the repair. Upon completion of the Wind Facilities and the commercial production of electricity from all of the Wind Facilities, Grantee shall provide Owner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all Underground Facilities within the Easement Area, as well as the intersection of all such Underground Facilities with the drainage tile system within the Easement Area. In the event that Owner's activities within the Easement Area subsequent to installation of the Underground Facilities and the commercial production of electricity from all of the Wind Turbines constructed by Grantee on the Wind Farm Property shall require identification of the physical location of the Underground Facilities, Grantee agrees to arrange to do so, at no expense to Owner, within ten (10) business days of receiving the locate request.

8. Financing

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee."

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request), acknowledgements of an assignment of this Agreement, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason

of default by Grantee, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

9. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Grantor:

Jeffrey R. and Peggy J. Bergschneider
2910 Kenny Road
Franklin, IL 62638

(b) If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th St. NE, Suite 300
Charlottesville, VA 22902

(c) If to Mortgagee on notice of default or termination: (Address indicated in Mortgagee's notice sent to Owner under Section 8 hereof.

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

10. Setback Waiver.

(a) Grantee has acquired, or will acquire, certain leases, easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "Wind Farm Property") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("Wind Turbines"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "Wind Facilities").

(b) To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the fullest extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "Setback Waiver").

(c) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Two Hundred Feet (1,200') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(d) This Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

11. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the choice of law principles of the State of Illinois or any other state. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement with respect to the easement(s) granted herein between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

"OWNER"

By: Jeffrey R. Bergschneider
Name: Jeffrey R. Bergschneider

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 27 day of February, 2020 by Jeffrey R. Bergschneider.

(SEAL)

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2023

Notary Public
Michael D Cavanaugh
Typed or Printed
11-03-2023
Commission Expiration Date

Spouse's signature*

By: Peggy J. Bergschneider
Name: Peggy J. Bergschneider

*Spouse is joining in the execution of the Agreement for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

STATE OF Illinois

COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 27 day of February, 2020 by Peggy J. Bergschneider, spouse.

(SEAL)

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2023

Notary Public
Michael D Cavanaugh
Typed or Printed
11-03-2023
Commission Expiration Date

"GRANTEE"

LINCOLN LAND WIND, LLC,
a Delaware limited liability company

By: Apex GCL, LLC,
a Delaware limited liability company,
its sole member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Lincoln Land Wind LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

(SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Morgan County, State of Illinois, consisting of 39.17 acres, more particularly described as follows:

The Northeast quarter of the Northwest quarter of Section Thirteen (13) in Township Fourteen (14) North, Range Nine (9) West of the Third Principal Meridian, Morgan County, Illinois, EXCEPT a tract described as follows: Beginning at the Southeast corner of the East half of the Southwest quarter of Section 12, in Township 14 North, Range 9 West of the Third Principal Meridian, and running thence South 46 links, thence West to a point 37 links South of the Southwest corner of said half-quarter section, thence North 37 links to the Southwest corner of said half-quarter section, thence East to the place of beginning; all in Township 14 North, Range 9 West of the Third Principal Meridian, Morgan County, Illinois.

Tax Parcel Reference: 1413100005 (39.17 acres)

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Attention: Katherine Beury, Esq.

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this "**Agreement**"), is dated and effective as of _____, 20___ ("**Effective Date**"), by and between **Scott E. Whitlock and Lisa J. Whitlock, husband and wife** (collectively, "**Owner**") and **Lincoln Land Wind, LLC**, a Delaware limited liability company ("**Grantee**").

RECITALS:

A. Owner is the owner of that certain tract of real property located in Morgan County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**");

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Wind Farm Property**") for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities and related roads and facilities (collectively, the "**Wind Facilities**");

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Morgan County, Illinois (the "**Wind Farm**") in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a "**Phase**") that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setbacks.**

(a) Notwithstanding any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property for Wind Facilities constructed on Wind Farm Property, to the extent permitted by applicable law, Owner hereby waives any and all such setback requirements with respect to each and every property line of the Property (the "**Setback Waiver**"). For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Wind Facilities on the Property.

(b) Grantee will abide by all laws, ordinances, regulations, and permit provisions establishing setbacks from occupied residences on the Property as of the date hereof, and in no event shall Grantee construct a Wind Turbine within One Thousand Three Hundred Twenty Feet (1,320') of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof).

(c) The parties recognize that Grantee is developing Wind Facilities on the Wind Farm Property, and this Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land.

2. **Participation in Wind Farm and Dispute Resolution.** Owner agrees to be deemed a participating landowner with respect to the Wind Farm. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Wind Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time.

3. **Term of Agreement.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and continue for forty-two (42) years (the "**Term**"), unless earlier terminated by Grantee by written notice to Owner or as otherwise provided herein. If the Construction Commencement Date (defined below) has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. The "**Construction Commencement Date**" shall be the date when excavation work for the installation of a foundation for a Wind Turbine constructed by Grantee on any portion of the Wind Farm Property begins or when excavation work for roads by Grantee on the Wind Farm Property related to its commencement of construction of any Wind Facilities. The Grantee Shall have the option to record a notice of the Construction Commencement Date, with reference to this Agreement, provided that Grantee shall deliver a copy of such notice to Owner within thirty (30) days after recordation of such notice.

4. **Limit on Termination.** Notwithstanding Section 3, except as provided in Section 12 below, or as otherwise provided herein, Grantee shall not terminate or surrender its right, title and interest in this Agreement for any portion of the Property located within one-half (1/2) mile of a Wind Turbine (measured from the center of the Wind Turbine) operated by Grantee as part of the Wind Farm, without the written consent of the Owner, unless there is a title curative issue, permitting issue, or environmental issue affecting the Property, in which case Grantee may terminate this Agreement with respect to that portion of the Property so affected.

5. **Consideration**. As consideration for the rights granted herein, Grantee shall make

payments to Owner during the Term as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

6. **Authority**. Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder.

7. **Assignment**. Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

8. **Events of Default**. Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice**. All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Scott E. and Lisa J. Whitlock
833 Ransdell Road
Franklin, IL 62638
Telephone: _____

If to Grantee:

Lincoln Land Wind, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 300
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

Grantee shall not be required to make any rent payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording**. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality**. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement**. In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Wind Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so. For the avoidance of doubt, this Agreement does not grant Grantee the right to install Wind Turbines and/or Wind Facilities on the Property.

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois, excluding the choice of law provisions thereof.

[*signature pages follow*]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Agreement to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

By: Scott E. Whitlock
Name: Scott E. Whitlock

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 26 day of February, 2022 by Scott E. Whitlock.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2023

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2023

[SEAL]

By: Lisa J Whitlock
Name: Lisa J. Whitlock

THE STATE OF Illinois §
§
COUNTY OF Morgan §

This instrument was acknowledged before me on the 26 day of February, 2020 by Lisa J. Whitlock.

OFFICIAL SEAL
MICHAEL D. CAVANAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2023

Printed Name: Michael D Cavanaugh
Notary Public in and for the State of IL
My Commission Expires: 11-03-2023

[SEAL]

GRANTEE:

LINCOLN LAND WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Lincoln Land Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public, Commonwealth of Virginia

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Morgan County, Illinois, more fully described as follows:

Part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty (20) in Township Fourteen (14) North and Range Nine (9) West of the Third Principal Meridian, described as follows: Commencing at a stone at the Northeast corner of the Southeast Quarter (SE 1/4) of Section 20, thence South 89°37' West 1,070.9 feet, thence South 0°29' West 200 feet, thence North 89°37' East along a line parallel to and 200 feet South of the North line of the Southeast Quarter (SE 1/4) of Section 20 to a point on the East line of Section 20, thence North 200 feet, more or less, to the point of beginning.

Tax Parcel Reference: 1420400005 (5.2 acres)

February 28, 2020

Dusty Douglas, Director
Morgan County Regional Planning Commission
345 West State Street
Jacksonville, IL 62650

Re: Landowner Consent to Submit Permit Application for Lincoln Land Wind

Dear Mr. Douglas:

We are the owners of Morgan County Tax parcel 15-17-200-006 (the "Parcel"). We are currently negotiating in good faith with Lincoln Land Wind, LLC, a Delaware limited liability company ("Lincoln Land") the terms of an Underground Collection Easement Agreement affecting the Parcel.

As the owners of the Parcel, please be advised that we have authorized Lincoln Land to include the Parcel as a location for underground electrical lines in a Special Use Permit application that will be submitted for the Lincoln Land Wind Project to the Morgan County Zoning Administrator, and Morgan County Board. If the parties reach agreement on the terms and the easement is finalized and signed, a fully executed copy of the easement will be filed with the Morgan County Recorder's Office prior to the commencement of any construction activities on the Parcel for the Lincoln Land Wind Project.

If you have any questions please contact our attorney Andrew G. White at Bellatti, Barton, Cochran & White LLC at 217-793-9300.

Sincerely,

John Daniel Eilering

John Daniel Eilering

Carolyn Sue Eilering

Carolyn Sue Eilering