Candy Huffine, Register of Deeds
ELECTRONICALLY RECORDED

After recording return to:
Invenergy Wind Development LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

MEMORANDUM OF WIND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of August 21st, 2023 (the "Effective Date"), between **Nancy K. Doris and John Seigle Doris a/k/a Sig Doris, Co-Trustees of the Nancy K. Doris Trust under agreement dated April 5, 2000** (together with its successors, assigns and heirs, "Owner"), whose address is **2003 Road EE, Satanta, KS 67870**, and **Invenergy Wind Development LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain WIND EASEMENT AGREEMENT dated August 21st, 2023 (the "Agreement"), which grants and conveys to Grantee an easement to convert, maintain and capture the flow of wind and wind resources over across and through the real property located in **Haskell County**, State of Kansas, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. The Agreement grants certain easements that benefit Grantee, and among other things, contains certain additional terms regarding payments to be made by Grantee to Owner, rights of Grantee and Owner to terminate the grant of easements, compliance with governmental requirements, representations and warranties by Grantee and Owner to each other, third party use restrictions, and other matters.
3. The Agreement shall commence on the Effective Date and continue until the twenty-fifth (25th) anniversary of the earlier of (i) the date seven (7) years thereafter, or (ii) the date on which Grantee begins selling electrical energy generated by substantially all of the wind turbines to be included in the Project (as defined in the Agreement) to a third party power purchaser, regardless of whether Windpower Facilities are installed on the Property, and may be extended for an additional period of twenty-five (25) years at Grantee's option in accordance with the terms specified in the Agreement.
4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.
5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

6. Except as otherwise set forth in the Agreement, Owner shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities at any time.

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

8. The Agreement contains a description of the vertical and horizontal angles, expressed in degrees, and distances from the site of the wind power system in which an obstruction to the wind is prohibited and limited.

9. It is the desire of Owner and Grantee, at the time this Memorandum is filed, that the Agreement in its entirety not be filed of record. It is the intention of Owner and Grantee that the filing of record of this Memorandum shall provide public notice of the Agreement and shall be deemed compliance with the provisions of the Kansas Statutes, Sections 58-2221 and 58-2272.

[signature page to follow]

IN WITNESS WHEREOF, Owner and Grantee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

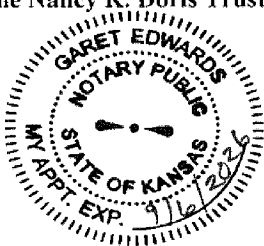
<u>OWNER:</u>	<u>GRANTEE:</u>
Nancy K. Doris and John Seigle Doris a/k/a Sig Doris, Co-Trustees of the Nancy K. Doris Trust under agreement dated April 5, 2000	Invenergy Wind Development LLC, a Delaware limited liability company
By: <u>Nancy K. Doris</u> Name: Nancy K. Doris Title: Trustee	By: <u>Michael Baird</u> Name: Michael Baird Title: Vice President
By: <u>John Seigle Doris</u> Name: John Seigle Doris a/k/a Sig Doris Title: Trustee	

ACKNOWLEDGMENT OF OWNER

STATE OF Kansas)
COUNTY OF Haskell) SS.

Personally came before me this 3rd day of August, 2023,
Nancy K. Doris and John Seigle Doris a/k/a Sig Doris who executed the foregoing instrument as Co-Trustees of the Nancy K. Doris Trust under agreement dated April 5, 2000, and acknowledged the same.

(S E A L)



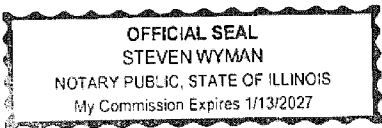
Garett Edwards
Name: Garett Edwards
Notary Public, State of Kansas
My Commission Expires: 9/16/2026

ACKNOWLEDGMENT OF GRANTEE

STATE OF Illinois)
COUNTY OF Cook) SS.

Personally came before me this 21st day of August, 2023,
Michael Baird who executed the foregoing instrument as Vice President of
Invenergy Wind Development LLC, and acknowledged the same.

(S E A L)



Steven Wyman
Name: Steven Wyman
Notary Public, State of Illinois
My Commission Expires: 1-13-27

EXHIBIT A
Description of the Property

Lots One (1) and Two (2) and the East Half of the Northwest Quarter (E/2 NW/4) and Lots Three (3) and Four (4) and the East Half of the Southwest Quarter (E/2 SW/4) of Section Thirty-one (31), being commonly referred to as the West Half (W/2) of Section Thirty-one (31), Township Thirty (30) South, Range Thirty-one (31) West of the 6th Principal Meridian, Haskell County, Kansas (313.70 acres)