

EXHIBIT A

Legal Description of Owner's Property

Southeast Quarter (SE $\frac{1}{4}$) of Section 34, Township 28 North, Range 3 West of the Indian Meridian, Grant County, Oklahoma, LESS AND EXCEPT a tract of land more particularly described as follows:

Starting at the Southeast corner of said Southeast Quarter; thence N 00° 05' W along the East line of said Southeast Quarter a distance of 1133.26 feet to the Point of Beginning; thence S 89° 55' W a distance of 608.00 feet; thence N 00° 05' W a distance of 358.22 feet; thence N 89° 55' E a distance of 608.00 feet to a point on the East line of said Southeast Quarter; thence S 00° 05' E along said East line a distance of 358.22 feet to the Point of Beginning.

EXHIBIT D

Easement Compensation

(1) **Signing Bonus.** Operator shall pay to Owner a signing bonus of \$1,000.00 if Owner signs this Agreement before on or before the date which is fifteen (15) days from the date in which the original draft of this Agreement is tendered to Owner or Owner's representative or attorney.

(2) **Option Payment.** As initial consideration for the granting of the Option, Operator agrees to pay Owner the greater of (a) Two Dollars and Thirty Five Cents (\$2.35) per acre for each acre of land comprising the Owner's Property; or (b) the sum of \$1,000.00 ("**Option Payment**") within sixty (60) days after the Effective Date. Additionally, Operator shall pay Owner the sum of \$1,000.00 per year on or before each anniversary of the Effective Date during the Initial Option Term unless Operator elects to discontinue the Option. If Operator wishes to extend the Initial Option Term, Operator shall give Owner written notice thereof and pay Owner the sum of \$1,000.00 ("**Option Extension Payment**") before the end of the Initial Option Term. Thereafter, Operator shall pay to Owner the sum of \$1,000.00 per year throughout the Extended Option Term on each subsequent anniversary of the Effective Date. If Operator shall fail to timely make the initial payment required within sixty (60) days of the Effective Date and/or any subsequent payment throughout the Option Term, Owner shall provide written notice to Operator of Operator's failure and Operator shall have the opportunity to cure such failure in the manner prescribed in Section 17.

(3) "**Annual Installments Payments**" means the amounts that are paid to Owner annually for the Easements. The amounts paid to Owner for the Met Instrument Easement shall be paid to Owner annually, but the amount shall be separate from the other Easements.

(4) **Purchase Price for Easements**

(a) The Annual Installment Payments for the Easements [Construction, Access, Turbine, Collection, Telecommunication, Wind Non-Obstruction, Effects and Overhang] shall be the greater of the following three (3) scenarios in a given year: (i) \$4,000.00 per 1.0 megawatt ("**MW**") rated Turbine, subject to increase as set forth in Item 7 of this **Exhibit D** or (ii) a percentage of the Gross Revenues generated by the Turbines on Owner's Property that Operator receives as a result of its operation of the Wind Farm; or (iii) \$3,000.00. The percentage referred to in the above payment calculations shall be as follows: 4.0% for years one through ten; 6.0% for years eleven through fifteen; 6.0% for years sixteen through twenty; 8.0% for years twenty-one through twenty-five; 8.0% for all years thereafter through the Term of this Agreement. Option (ii) shall not be subject to the automatic increases set forth in Item 7 of this **Exhibit D**.

(b) Gross Revenues shall be defined as payments received by or on behalf of Operator from any person or entity resulting from any contract or transaction between Operator and such person or entity for the sale of production, energy, electricity, power, capacity, and/or non-tax renewable energy credits, pollution credits or other associated non-tax related credits from any Turbine on

the Owner's Property received by or on behalf of Operator from any person or entity. The following amounts shall be excluded from the previous calculation of amounts due to the Owner: (i) any proceeds from any payment of liquidated damages or any lump sum payment or payments to cancel or modify any obligation under any energy, electricity or capacity purchase contract or other contract related to the Wind Farm; (ii) any sales, use, or other taxes imposed; (iii) any amounts for energy used in the operations of the Wind Farm; (iv) any proceeds received from the sale, lease or other disposition of the Operator Property (or any interest therein); (v) any rental or lump sum payment received by Operator in exchange for Operator's assigning, subleasing, mortgaging or otherwise transferring all or any interest of Operator in this Agreement, provided, however, that no such disposition or transfer shall purport to, or have the effect of, assigning to any other person or entity, the right to receive the percentage of Gross Revenues which would otherwise be due to Owner; (vi) any Federal Production Tax Credits or other Federal Incentives (but not including any Federal Production Tax Credits available pursuant to §45 of the United States Tax Code or its successor or any similar future Federal subsidy or incentive to encourage wind-powered electrical power generation accruing to Operator related to the Wind Farm; (vii) any Oklahoma renewable energy production tax credits or its successor or any future state subsidy or incentive to encourage wind-powered electrical power generation; (viii) any other tax-related credit existing or in the future. All Gross Revenues from the sale of energy, electricity or capacity related to the Turbine located on the Turbine Easement shall be calculated without offset for any cost of producing, gathering, storing, transporting, marketing or otherwise making electricity, energy, or capacity ready for sale or use and delivering it at a transmission circuit. Since there is a loss of production between each Turbine and the point of delivery to a common transmission carrier (i.e. the quantity of energy sold), measurement of kWh production at each Turbine shall be reduced by a factor equal to (A) the total measured kWh production at the point of delivery to a common transmission carrier divided by (B) the aggregate production in kWh of all Turbines.

(c) Annual Installment Payments for partial years shall be prorated based on the number of days in the partial year included in the Term. If a part of the Improvements is removed before the end of the Term, future Annual Installment Payments due on the purchase price of the Easements shall be reduced by the amount attributable to the Improvements removed. If a part of the Improvements remains after the end of the Term, Operator shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Operator's Removal Obligations are fulfilled ("**Removal Date**"). However, such payments shall not excuse Operator from its Removal Obligations, nor extend the time for Operator to comply with such Removal Obligations

(5) **Purchase Price for Met Instrument Easement.** The Annual Installment Payments for the Met Instrument Easement shall be \$4,000.00 per Met Instrument. Annual Installment Payments for partial years shall be prorated based on the number of days in the partial year included in the Term. In the event a separate Meteorological Agreement is signed by Owner, then the consideration set forth in this paragraph shall supersede the consideration set forth in the Meteorological Agreement and the Meteorological Agreement shall automatically become null and void.

(6) **Timing of Payments.** The signing bonus will be paid within sixty (60) days of the Effective Date. Payments for the first partial year of the Term shall be made on the Commencement Date. All subsequent Annual Installment Payments shall be due on or before February 28th of the subsequent calendar year or partial calendar year to which they are attributable during the Term. For example purposes only, Annual Installment Payments for the 2016 calendar year, shall be due on or before February 28, 2017. After Operator delivers **Exhibit C** to Owner, any necessary payment adjustments shall be paid within thirty (30) days by Operator or credited against the next payment due from Operator to Owner.

(7) **Increases in Annual Installment Payments.** Annual Installment Payments for the Initial Easement Term and Extended Easement Term shall increase annually at the rate of two percent (2%) per year beginning with the payment due on the February 28th after the Wind Farm has been operating for a period of twelve (12) consecutive months.

(8) **Collections Facilities.** Operator shall pay Owner the one-time sum of \$800.00 per acre for above ground collection lines. Any other payments for the Collections Facilities shall be included in the amounts specified in Item 4 of this **Exhibit D**.

(9) **Repowering.** If any Turbine on Owner's Property is re-powered, Owner's Annual Installment Payment will increase by the proportionate increase, if any, in the sum of the Turbine nameplate capacity over the Turbine nameplate capacity initially constructed. For example, if Owner had ten (10) 1.5 MW Turbines replaced by six (6) 2.5 MW Turbines, the total Annual Installment Payment for the Owner would stay the same even though Owner had less Turbines. If Owner had ten (10) 1.5 MW Turbines and they are replaced by ten (10) 2.5 MW Turbines, then the total Annual Installment Payments for Owner would increase by approximately sixty-seven percent (67%).

(10) **Crop Compensation & Cattle Compensation.**

(a) Each time Operator exercises its rights under the Construction Easement it shall compensate Owner for all crops, including native or improved grass pasture, lost or destroyed by reason of the use, but in no case shall Operator be required to pay more than a single, total crop loss in any one crop year on any given property. Damages will be calculated by the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged = Damages. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for the crop. If the crop is not traded on the Chicago Board of Trade, the price shall be based on the dominant trading exchange for that crop, but the formula shall remain the same. Yield will be the average of the previous three (3) years' yields according to Owner's records for the smallest parcel of land that includes the damaged area. If Owner does not have yield records available, the Parties will use National Agricultural Statistic Services ("NASS") records or other commonly used yield information available for the area.

(b) The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. Any costs for such assessment shall be paid by Operator. If damage occurs during the initial construction of the

Wind Farm, a crop compensation form shall be completed and delivered to Operator within two hundred forty (240) days after the completion of construction of the Wind Farm. If damage occurs during the operation of the Wind Farm, a crop compensation form shall be completed and delivered to Operator within two hundred forty (240) days after the damage occurs. Payment shall be made within sixty (60) days after mutual execution of the crop compensation form.

(c) In the event that Operator requests that Owner move cattle located on the Owner's Property, Owner shall promptly move the cattle to a mutually acceptable location and Operator shall reimburse Owner for the reasonable cost of moving the cattle.

(11) **Payments from Third Parties and for Non-Wind Energy Purposes.** Operator shall pay to Owner ten percent (10%) of any rent received by Operator from third parties such as telecommunications providers for equipment of the third party located on or in the Improvements. If Operator locates its own telecommunications or other equipment not directly related to or used for wind energy purposes on or in the Improvements, Operator shall negotiate in good faith with Owner to reach agreement as to reasonable compensation to Owner for this additional use provided however, failure of the parties to reach such an agreement shall not render any part of the agreement void or unenforceable in any event. This paragraph shall not be interpreted to require Operator to pay Owner any amounts received by Operator for sale of the electric power generated by the Improvements.

(12) **Payment Allocation Schedule.** All payments to Owner shall be made based on the on the following allocation:

50% to Derry D. Johns and Jana A. Johns

50% to Dee Jay Johns and Jenna Johns

Operator shall not be required to pay any amounts to Owner until it receives a completed W-9 form(s) from Owner.