

**MEMORANDUM OF AGREEMENT AMONG
LOTUS WIND, LLC,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE CONSTRUCTION OF THE LOTUS WIND PROJECT
(LOTUS) IN MACOUPIN AND MORGAN COUNTIES, ILLINOIS
(SHPO LOG #010030123)**

WHEREAS, Lotus Wind, LLC (“Lotus Wind”) plans to undertake the construction of the Lotus Wind Project in Macoupin and Morgan Counties, Illinois (the “Project”); and

WHEREAS, the Project requires a National Pollutant Discharge Elimination System (“NPDES”) permit from the Illinois Environmental Protection Agency (IEPA), thereby making the Project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, Lotus Wind has consulted with the Illinois State Historic Preservation Office (“SHPO”), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the SHPO currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (“Officer”); and

WHEREAS, on December 12, 2023, the SHPO determined that the buildings at 32595 Fairview Farm Road, Palmyra, Macoupin County, and 32727 Farview Farm Road, Palmyra, Macoupin County, are eligible for listing on the National Register of Historic Places (“NRHP”); and

WHEREAS, the Officer has determined that the Undertaking will have an adverse effect on the buildings that are eligible for the NRHP; and

NOW, THEREFORE, Lotus Wind, IEPA, and the Officer agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (“Agreement”) to mitigate the adverse effects of this Undertaking to the NRHP-eligible properties.

STIPULATIONS

I. MITIGATION

Lotus Wind shall retain a historical contractor(s) of its choice (“Contractor”) who meets the Secretary of the Interior’s Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete the

measures described below. Lotus Wind will ensure that the following mitigation is completed by the Contractor.

A. Deliverables Regarding the “Standard Addition” Sears Homes (Standard Addition), Carlinville, Illinois, Macoupin County

1. Deliverables will center around the Standard Addition in Carlinville, Illinois.
2. The Contractor shall generate approximately 1000–1500-words of content to be used by the City of Carlinville to update their current webpage regarding the Standard Addition.
3. The Contractor shall design a brochure with information on the Standard Addition.
4. If the Officer or Lotus Wind have any comments on the draft deliverables, the Contractor shall incorporate such comments and complete the final documentation.
5. Upon final approval of the deliverables, the Contractor shall send a digital copy of the deliverables to Lotus Wind, SHPO, the City of Carlinville, and local repositories as applicable.

B. Acquisition of Signage

1. Prior to completion of Project construction, Lotus Wind will work with the City of Carlinville to acquire signage to indicate the location of the Standard Addition.

II. FUNDING

- A. All funding or activities completed by or on behalf of the City of Carlinville as part of this mitigation will be used on properties within the City of Carlinville and resources within the State of Illinois.
- B. No mitigation activities or funding for mitigation activities contemplated by this Agreement shall be used for any properties or resources that are not in the state of Illinois.

III. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied, or it is amended or terminated and replaced. Prior to such time, Lotus Wind may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VII AMENDMENTS below. Lotus Wind shall notify the signatories as to the course of action it will pursue. Once all of the mitigation and funding obligations required by this Agreement are complete, this Agreement shall automatically terminate without any further action by any Party.

IV. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, Lotus Wind shall consult with the Officer immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, Lotus Wind understands and agrees that it must immediately stop work within the area of discovery, consult with the Officer, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

V. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Contractor shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the efforts to carry out the terms of this Agreement.

VI. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, Lotus Wind shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

- A. Lotus Wind's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all of the signatories.

VIII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations VI and VII above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

IX. ASSIGNMENT

Lotus Wind shall have the right to freely assign this Agreement, so long as such assignee assumes all of Lotus Wind's rights and obligations under this Agreement as of the effective date of the assignment. Lotus Wind shall notify the signatories to this Agreement of any such assignment, but the consent of the signatories and/or other Parties to this Agreement shall not be required. The assignee shall have or contract a person who has special skills, experiences, or qualifications that meet the qualifications to perform the work necessary for cultural resources review.

X. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

EXECUTION of this Agreement by signatories and invited signatories, and the implementation of its terms evidence that the signatories and invited signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

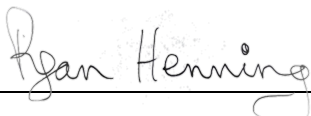
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SIGNATORY

LOTUS WIND, LLC.

By: Apex GCL, LLC
Its: Sole Member

By: Apex Clean Energy Holdings, LLC
Its: Sole Member

Signature:  Date: September 13, 2024

Name: Ryan Henning

Title: Vice President - Environmental

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 10/10/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources