Please contact John Moss for payment information:
loranda@loranda.com or 217-898-5082

202200003863
FILED FOR RECORD IN
LOGAN COUNTY, ILLINOIS
THERESA MOORE
09/29/2022 02:04 PM
EASEMENT 40.00
ELECTRONICALLY RECORDED

THIS DOCUMENT PREPARED BY:

NORTON ROSE FULBRIGHT US LLP
444 W. LAKE STREET, SUITE 1700,
CHICAGO, ILLINOIS 60606

UPON RECORDING RETURN TO:
TOP HAT WIND ENERGY LLC
ATTN: LAND ADMINISTRATION
C/O INVENERGY
ONE SOUTH WACKER DRIVE, SUITE 1800
CHICAGO, ILLINOIS 60606-4630

COLLECTOR LINE EASEMENT AGREEMENT

This Collector Line Easement Agreement ("**Agreement**") is entered into as of September 16th, 2022 (the "**Effective Date**"), by and between Patricia A. Clickener, Trustee of the Patricia A. Clickener 1988 Trust, a _____ person ("**Owner**") whose address is 2020 N, Lincoln Park West - 25G, Chicago, IL 60614-4730, and Top Hat Wind Energy LLC, a Delaware limited liability company, and its successors and assigns ("**Developer**"), whose address is One South Wacker Drive, Suite 1800, Chicago, Illinois 60606-4630. Owner and Developer are sometimes referred to in this Amendment as the "**Parties.**"

RECITALS

A. Owner owns the real property located in Logan County, Illinois, more particularly described on attached ***Exhibit A*** (the "**Property**").

B. Developer is developing energy generation facilities on properties located in the vicinity of the Property (the "**Project**").

C. Developer desires to obtain easements for underground electric collector lines and facilities related thereto, used or useful in connection with the development and operation of the Project (collectively, the "**Collector Lines**") and temporary construction purposes, all as more

fully described herein.

D. Owner is willing to grant such easements on the terms and conditions set forth in this Agreement.

AGREEMENT

For the compensation provided for in this Agreement, Owner and Developer agree as follows:

1. **Grant and Description of Easements.**

1.1 Grant of Easements for Collector Line Facilities. Owner hereby grants and conveys to Developer a non-exclusive easement (the "**Collector Line Easement**") on, over, under and across the Property, in the location described on the attached ***Exhibit B*** (the "**Easement Area**") to construct, install, maintain, repair, operate, upgrade and replace underground electric collector lines, and facilities related thereto, used or useful in connection with the development and operation of the Project (together, the "**Collector Lines**"). Owner also hereby grants and conveys to Developer during the term of this Agreement (as may be extended herein), a non-exclusive easement (the "**Crossing Easement**") to cross the Property with vehicles, equipment and personnel, including cranes, to facilitate the construction, reconstruction, maintenance and repair of (i) the Collector Lines, and (ii) any other energy generation facilities located in the vicinity of the Property (the "**Crossing Easement Area**"). The Easement Area, Temporary Easement Area and Crossing Easement Area shall collectively be referred to herein as the "**Easement Areas**". **Notwithstanding any provision to the contrary herein, Developer shall not be permitted to install aboveground facilities on the Property,** with the exception of the installation of marking instruments that identify the locations of the Collector Lines, including but not limited to marking the locations where Collector Lines enter and exit the property.

1.2 Temporary Easement. Owner hereby grants Developer a temporary construction easement (the "**Temporary Construction Easement**") under, over, across, through and upon that certain portion of the Property depicted on the attached Exhibit B (the "**Temporary Easement Area**"). Developer shall be permitted to enter upon the Temporary Easement Area during the term hereof for the purpose of a laydown area for the storage and staging of materials, equipment, and vehicles relating to the Collector Lines. The Temporary Construction Easement shall terminate upon the earlier of: (i) the completion of construction of the Project; or (ii) four (4) years from the Effective Date.

1.3 Appurtenant Rights. In addition to the foregoing, Developer shall have the following related rights (the "**Appurtenant Rights**"):

(a) the right of access to and from the Collector Lines from the public right of way adjacent to the Easement Areas and over the Easement Areas;

(b) the right to enter the Easement Areas for the purposes of surveying and conducting studies (including but not limited to cultural surveys, environmental studies, and geotechnical studies including soil borings) in connection with the design of and planning for the Collector Lines;

(c) the right, at Developer's sole expense, to trim trees and remove brush and other combustible material within the Easement Areas to comply with industry standards for Collector Lines and to temporarily remove any fencing within the Easement Areas as necessary for construction, replacement, maintenance or the exercise of other rights granted in ***Section 1.1 and Section 1.2*** above; provided that Developer shall replace any such fences in the same condition they were in at the time of removal as soon as practicable after completion of Developer's work; and

(d) the right during periods of any maintenance, repair or replacement of the Collector Lines to use other portions of the Property for the storage of equipment and materials, the staging of construction work, and construction. Developer shall use commercially reasonable efforts to limit the use of the Property for these purposes to the extent possible.

1.4 Term of Easement. The term of this Agreement shall commence on the Effective Date and shall expire seven (7) years thereafter, unless Developer elects to extend the term of the Agreement. Developer shall have an option to extend the term for one (1) period of twenty (20) years ("**Extended Term**") and three (3) additional periods of ten (10) years (each, a "**Renewal Term**"). The Agreement shall automatically be extended for the Extended Term commencing upon the earlier of: (i) the date when construction (other than meteorological towers) within the Project commences (the "**Construction Date**"); or (ii) the date when Owner receives written notice from Developer of Developer's election to extend the term (the "**Extended Term Notice Date**"), provided that either the Construction Date or the Extended Term Notice Date occurs prior to the expiration of the initial seven (7) year period. The Extended Term shall automatically be extended by a Renewal Term or the applicable Renewal Term, as the case may be, unless Developer delivers a written notice to Owner of Developer's election to terminate this Agreement. The terms of the Agreement during each Renewal Term shall be the same terms and conditions applicable during the Extended Term hereof. Developer shall have no right to extend the term of this Agreement beyond the last Renewal Term provided for in this Section 1.4 absent further mutual agreement. Notwithstanding the foregoing, Developer, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to Owner.

2. Payments for Collector Line Easement and Other Rights.

2.1 Compensation. As consideration for this Agreement and the grant of the Collector Line Easement, Temporary Construction Easement, Crossing Easement, Appurtenant Rights and other rights hereunder, Developer agrees to make payments to Owner as described in ***Exhibit C***. The parties acknowledge and agree that ***Exhibit C*** will not be included with this Agreement when recorded in the public land records, and that so removing ***Exhibit C*** prior to recording is intentional and does not in any way affect the validity of this Agreement. Owner acknowledges and agrees that it shall not be permitted to sever the payments under the Agreement and shall not be permitted to assign payments due to Owner under the Agreement to a third party without the consent of Developer. Upon the transfer of an interest in the Property to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

2.2 Crop Damage, Compaction, and Other Damage.

(a) The parties anticipate and acknowledge that Owner or Owner's renters may suffer damage to crops, tile, fences, livestock and/or other property or improvements on the Property during Developer's activities within the Easement Areas. Developer shall reimburse Owner for any such damages within thirty (30) days after determining the extent of damage.

(b) Developer will take all commercially reasonable steps to avoid damaging any tile lines on the Property. Developer agrees to promptly repair and/or replace underground tile lines damaged during construction or operation of the Project. Developer shall retain a qualified local third party tile repair contractor to undertake all tile repair work. Upon reasonable notice, Owner or Owner's representative shall be given the opportunity to inspect the repair, replacement or rerouting of tile prior to being covered with topsoil.

(c) Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = Crop 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 that crop. Yield will be the average of the next previous two (2) years' yields of the same crop as the damaged crop, according to Owner's records, as received from and certified by Owner, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Owner's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Owner does not have yield records available, the Owner will use FSA records for the county in which the Property is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto 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.

(d) If Developer's activities within the Easement Areas causes crop yields located greater than five (5) feet from such foundations or roads or to be seriously impaired due to compaction, then Developer and Owner shall determine in good faith the acreage of land affected by such compaction (the "**Seriously Compacted Area**") and, in addition to Developer's payment for destruction or damage to existing growing crops, Developer will compensate Owner for crop losses in the Seriously Compacted Areas. The amount of such compensation will be Price x Yield x Acreage x 4 = Compaction Damages, as such terms are defined in Section 2.2(c) above. After such payment for any Seriously Compacted Area, Developer shall not be responsible to pay Owner or Owner's renters any loss of income, rent, business opportunities, profits or other losses arising out of Owner's inability to grow crops or otherwise use the portion of the Easement Areas occupied by Developer's facilities unless due to a separate compaction incident, in which case the Developer will compensate Owner for crop losses in the Seriously Compacted Areas.

3. Termination; Default.

3.1 Termination by Developer. Developer, its successors or assigns shall have the right to terminate the Collector Line Easement, Temporary Construction Easement, Crossing Easement and this Agreement at any time upon written notice to Owner in recordable form.

3.2 Termination by Owner for Default by Developer. Owner, its successors or assigns shall have the right to terminate the Collector Line Easement, Temporary Construction Easement, Crossing Easement and this Agreement only if (a) Developer fails to pay any monetary amounts owing hereunder when due, (b) Owner notifies Developer, its successors, assigns and Mortgagees (as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Developer, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Developer receives the written notice from Owner, or within such longer period of time as is required to cure such default, so long as Developer, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

3.3 Actions Upon Termination. Upon termination of this Agreement, Developer shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Developer or its successor shall remove from the Easement Area (or such part thereof, as applicable) any Collector Lines owned, installed or constructed by Developer thereon and leave the surface of the Easement Areas free from debris; provided, however, that Developer shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Developer shall have a continuing easement to enter the Easement Areas for such purpose during such twelve (12) month period. If Developer fails to remove any of the Collector Lines within the required time period, such Collector Lines shall be considered abandoned by Developer and Owner may remove the Collector Lines. In the event Owner removes such Collector Lines, Developer shall reimburse Owner for all reasonable costs of removing those Collector Lines, less any salvage value received by Owner, within thirty days after receipt of an invoice from Owner. The activities of Developer under this ***Section 3.3*** shall be subject to the provisions of ***Sections 1.2 and 2.2*** above.

4. Nature of Easement.

4.1 Easement in Gross; Overburdening. The easements and covenants contained in this Agreement are intended to be easements "in gross" and shall run with the Property but shall not be appurtenant to any land owned or controlled by Developer. Owner agrees that the easements and rights granted herein are for the benefit of Developer and Developer's successors, assigns, and tenants. For avoidance of doubt, Developer's rights under this agreement do not extend beyond easements and rights granted herein.

4.2 Abandonment. Except as provided in ***Section 3***, no act or failure to act on the part of Developer or any other holder of the Collector Line Easement, Temporary Construction Easement or Crossing Easement shall be deemed to constitute an abandonment, surrender or termination thereof or of this Agreement, except upon recordation by such holder of a notice or other instrument expressly terminating this Agreement.

5. Assignment/Mortgage.

5.1 Right to Assign. Developer shall have the right, without Owner's consent, to sell, convey, lease, transfer or assign all or any portion of the Collector Line Easement, Temporary Construction Easement, Crossing Easement, this Agreement, the rights hereunder, or

the Collector Lines on a nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities. Developer shall provide notice of any such sale, conveyance, lease, transfer or assignment to Owner.

5.2 **Right to Mortgage.** Developer may, upon notice to Owner, but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Collector Line Easement, Temporary Construction Easement, Crossing Easement, the rights hereunder, the Easement Areas and the Collector Lines (collectively, the "**Collector Line Assets**"), which security interests in all or a part of the Collector Line Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees.**" Owner agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Collector Line Assets. As a precondition to exercising any remedies related to any alleged default by Developer under this Agreement, provided that Owner has been provided with the identity and contact information for any Mortgagees, Owner shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Developer, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Developer's entire interest or its partial interest in the Collector Line Assets as is given to Developer and the same right to cure any default as Developer or to remove any property of Developer or its assigns. Developer may not mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in Owner's interest in the Property.

6. **No Interference.** Owner shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation (excluding growing crops), utility lines or other improvements of any type whatsoever on or under the Easement Areas that would materially inhibit or impair any of Developer's rights or benefits as set forth in this Agreement.

7. **Indemnity.** To the fullest extent not prohibited by applicable law, Developer shall indemnify, hold harmless, and, at Owner's election, defend Owner and Owner's officers, shareholders, affiliates, employees, tenants, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Collector Line Easement, or the conduct of Developer or any contractor, agent, employee, invitee, tenant or permittee of Developer, or its successors and assigns.

8. **Miscellaneous.**

8.1 **Complete Agreement.** This Agreement is the final and complete agreement between the parties concerning the Collector Line Easement, Temporary Construction Easement and Crossing Easement.

8.2 **Estoppel Certificates.** Owner shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as

Developer or any Mortgagee may reasonably request at any time and from time to time. Owner and Developer shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Developer or Owner or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Developer or a Mortgagee to further evidence the provisions set forth in this Agreement. The failure of Owner to execute and deliver any estoppel certificate within fifteen (15) days of written request from Developer shall constitute Owner's agreement that all of the statements included in an estoppel certificate provided by Developer are true and correct, without exception. Owner shall request each of Owner's mortgage lenders to execute an agreement of non-disturbance in favor of Developer with respect to Developer's rights under this Agreement. Owner shall not be required to travel in order to execute any such document, and such document may be delivered by Owner via U.S. Mail or, if an original signature is not required, by facsimile or e-mail.

8.3 Notices. Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

8.4 Attorney Fees; Venue of Lawsuits. Except as provided below in this Section, if an action, suit, or other proceeding is initiated by either party to enforce or interpret the terms of this Agreement, each party shall pay its own costs and expenses and attorneys' fees and the prevailing party shall have no right to recover attorneys' fees from the losing party. Notwithstanding the foregoing, (a) if Owner commences a lawsuit against Developer to enforce the terms of this Agreement and prevails in such lawsuit, Developer shall pay Owner's reasonable costs and attorneys' fees incurred in connection with such lawsuit; and (b) if Developer is the losing party in any lawsuit by or against Owner and appeals the judgment in such lawsuit, Developer shall pay Owner's reasonable costs and attorneys' fees incurred in connection with such appeal for as long as the appeal continues.

8.5 Notice of Easement. During the Term of this Agreement, Owner shall give written notice of the existence of the Collector Line Easement, Temporary Construction Easement and Crossing Easement to any prospective tenant, lessee, Developer, or assignee of Owner who proposes to acquire any interest in the Property.

8.6 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

8.7 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement.

8.8 Counterparts. This Agreement 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.

[The remainder of this page is intentionally left blank]

The parties have executed this instrument as of the date first written above.

OWNER:

Patricia A. Clickener, Trustee

Patricia A. Clickener, Trustee of the Patricia A. Clickener 1988 Trust

DEVELOPER:

Top Hat Wind Energy LLC,
a Delaware limited liability company

By: _____
Name: Michael Baird
Title: Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on Sept. 15th, 2022, by Patricia A. Clickener, as Trustee of the Patricia A. Clickener 1988 Trust.

OFFICIAL SEAL
KELLY WILLIAMS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/23/2025

Kelly Williams
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on September 16th, 2022, by Michael Baird as Vice President of Top Hat Wind Energy LLC, a Delaware limited liability company, on behalf of the limited liability company.

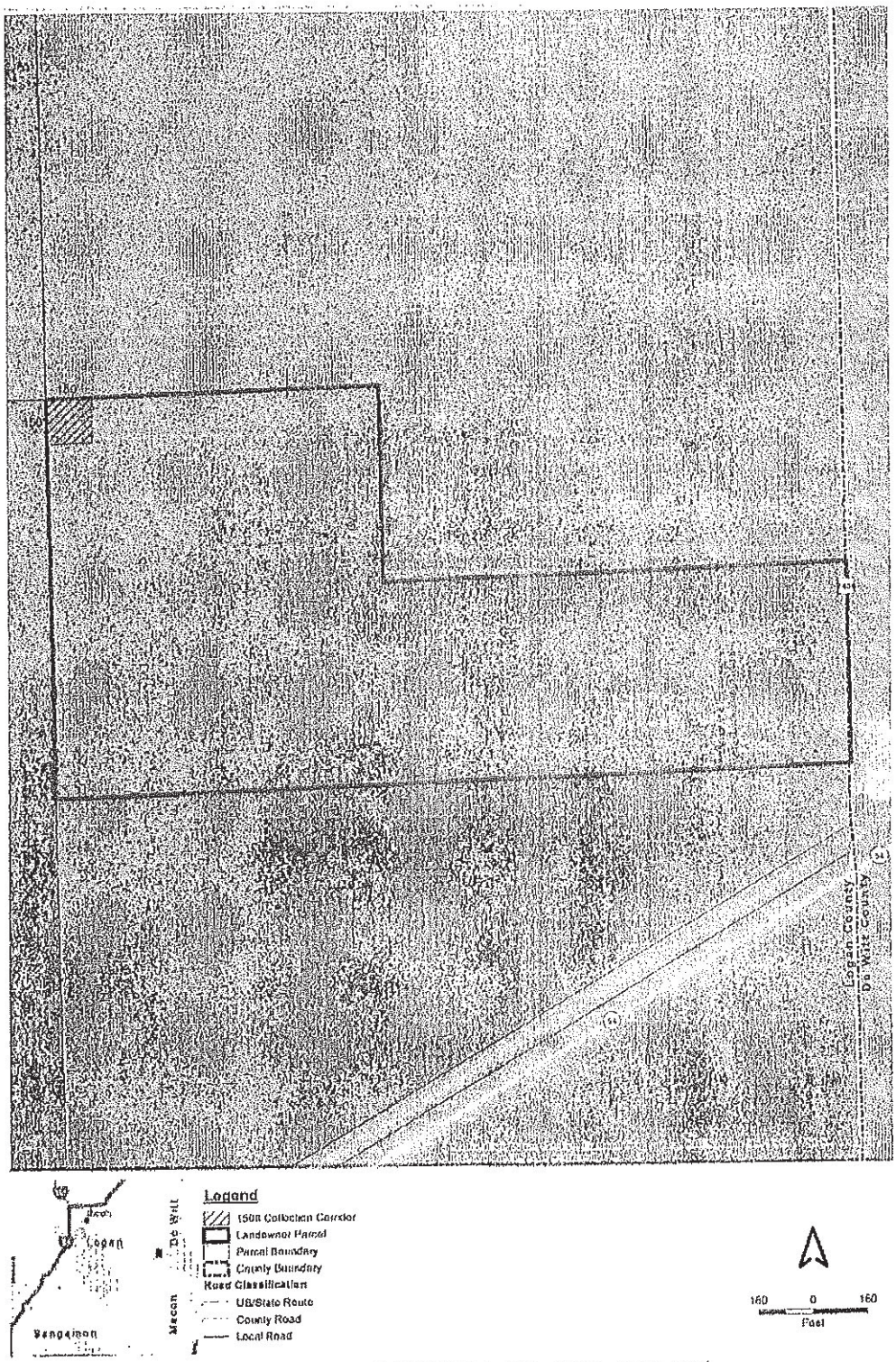
OFFICIAL SEAL
LUIS REVILLA
Notary Public - State of Illinois
My Commission Expires 03/23/2026

Luis Revilla
Notary Public

EXHIBIT A
THE PROPERTY

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, EXCEPTING 23.02 ACRES CONVEYED TO JACOB STOLL DESCRIBED AS FOLLOWS: BEGINNING AT A STONE AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER AND THENCE WEST ON THE NORTH LINE OF SAID LAST MENTIONED TRACT 23.28 CHAINS TO A STONE; THENCE SOUTH 9.64 CHAINS TO A STONE; THENCE ON A STRAIGHT LINE IN A SOUTHEASTERLY DIRECTION 23.28 CHAINS TO A STONE AT A POINT IN THE SECTION LINE 10.25 CHAINS SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH ALONG THE SECTION LINE 10.25 CHAINS TO THE PLACE OF BEGINNING;

EXHIBIT B
DIAGRAM OF EASEMENT AREAS



Site Plan: PATRICIA A CLICKENER (03-025-002-00)

Top Hat Wind Energy Center | Logan County, Illinois

July 18, 2022

Invenergy

DocId:8079594
Tx:4054865

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
Bryan Cave Leighton Paisner LLP
1700 Lincoln Street, Ste. 4100
Denver, CO 80203
Attn: Debe Thomas

202500004117
FILED FOR RECORD IN
LOGAN COUNTY, ILLINOIS
THERESA MOORE
11/19/2025 12:52 PM
ASSIGNMENT 73.00

PREPARED BY:
Bryan Cave Leighton Paisner LLP
211 North Broadway, Suite 3600
St. Louis, MO 63102
Attn: Tim Cline

PERMANENT PARCEL NUMBERS:
See Exhibits hereto

Exempt from transfer tax
pursuant to 35 ILCS 200/31-45(e)

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This **ASSIGNMENT, BILL OF SALE AND CONVEYANCE** (this "***Assignment***") dated as of November 7, 2025 (the "***Effective Date***"), is made by and between **Top Hat Wind Energy LLC**, a Delaware limited liability company ("***Assignor***"), having an address of c/o American Electric Power Service Corporation, 1 Riverside Plaza, 16th Floor, Columbus, Ohio 43215, and **Appalachian Power Company**, a Virginia corporation ("***Assignee***"), having an address of c/o American Electric Power Service Corporation, 1 Riverside Plaza, 16th Floor, Columbus, Ohio 43215. Assignor and Assignee are sometimes collectively referred to as the "***Parties***" and each referred to individually as a "***Party***."

RECITALS

WHEREAS, pursuant to the Purchase and Sale Agreement dated as of December 7, 2021, as amended, by and among Top Hat Wind Energy Holdings LLC, a Delaware limited liability company, American Electric Power Service Corporation, a New York corporation ("***Buyer Agent***"), and Assignee, Assignee acquired 100% of the equity interest of Assignor, on the Effective Date but prior to the execution and delivery of this Assignment;

WHEREAS, Assignor, Assignee and Buyer's Agent are all affiliates of each other and under ultimate common control;

WHEREAS, Assignee is the sole member of Assignor and has adopted the Plan of Liquidation and Dissolution of Assignor attached hereto as Exhibit A (the "***Plan***"), which provides for the complete liquidation and dissolution of Assignor on the terms and conditions set forth in the Plan; and

WHEREAS, in accordance with the Plan and in furtherance of the liquidation of Assignor pursuant to the Plan, Assignor now desires to transfer and assign all of its right, title and interest in and to the Assets to Assignee and Assignee desires to assume all Liabilities of Assignor with respect to the assigned Assets to the extent such Liabilities accrue or arise after the Effective Date.

ASSIGNMENT

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains and conveys to the Assignee, its respective successors and assigns all of the Assets, TO HAVE AND TO HOLD the Assets unto Assignee and its respective successors and assigns forever.

"Assets" means all of Assignor's right, title and interest in and to the following real and personal property interests:

(a) The leases described on Exhibit B-1 (the "***Leases***"), the leasehold estates created thereby and the other rights granted therein with respect to the property described therein (the "***Leased Lands***"), together with corresponding surface and subsurface interests in and to any and all the property and rights incident thereto and any and all rights that arise by operation of law or otherwise in the Leased Lands.

(b) The easements, rights-of-way, licenses and other instruments creating use rights described on Exhibit B-2 (the "***Easements***") with respect to the property described therein (the "***Easement Lands***"), together with corresponding surface and subsurface interests in and to any and all the property and rights incident thereto and any and all rights that arise by operation of law or otherwise in the Easement Lands.

(c) The consent, subordination and other agreements ancillary to the Leases and the Easements to which Assignor is a party as set forth on Exhibit B-3 attached hereto (the "***Ancillary Real Estate Agreements***").

(d) All (i) wind turbines and power generating machines of any kind (including supporting towers, foundations and any other associated equipment or structures) (collectively, "***Wind Turbines***"); (ii) overhead and underground electrical distribution, collection, transmission and communications lines, electric transformers, switchyards, electric substations, energy storage facilities, telecommunications equipment, and power generation facilities; (iii) roads and crane pads; (iv) meteorological towers and wind measurement equipment; (v) control buildings, operations and maintenance building, maintenance yards, and related facilities and equipment; (vi) spare parts and inventory relating to the foregoing; and (vii) other personal property, fixtures, improvements and facilities located on the Leased Lands or on the Easement Lands.

(e) All the proceeds from the sale of electric energy generated by the Wind Turbines after the Effective Date.

(f) The Build-Out Agreement, dated December 7, 2021, (the "***Build-Out Agreement***"), among Assignor, Top Hat Wind Energy Holdings LLC, a Delaware limited liability company, Invenergy Renewables Global LLC, a Delaware limited liability company, and each Subsequent Party (as defined in the Build-Out Agreement) that may become a party thereto, including all covenants, agreements, warranties and indemnities given thereunder by the counterparties thereto.

Assignor hereby warrants and agrees to forever defend title to the assigned Assets unto Assignees against the lawful claims and demands of all persons claiming the same, or any part thereof, by, through or under Assignor, but not otherwise.

Assignee hereby assumes, and agrees to pay, perform and satisfy, all of the obligations of Assignor with respect to the Assets insofar as such obligations arise or accrue after the Effective Date.

Assignor hereby gives and grants to Assignee and the Buyer's Agent, and each of their successors and assigns, the full power and authority either in their own name and stead or otherwise, but on behalf and for the benefit of Assignee, to ask, demand, receive, collect and endorse checks, notes and other negotiable instruments and give full discharge for, or adjust at any time and from time to time any and all moneys, credits, claims or rights due or to become due upon the property, rights and assets hereby assigned, transferred and conveyed, or intended so to be, and to give receipts and releases for and in respect of the same and any part thereof and from time to time to institute and to prosecute in the name of Assignor or otherwise, any and all proceedings at law, in equity or otherwise, which such person may deem proper in order to protect or enforce any property, rights or assets hereby assigned, transferred and conveyed, or intended so to be, and to defend and compromise any and all actions, suits or proceedings in respect of any thereof, and to do all such acts and things in relation thereto as Assignee or the Buyer Agent shall deem desirable; Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor or by its dissolution or in any manner or for any reason.

Assignor agrees that it shall execute and deliver or cause to be executed and delivered from time to time such instruments, documents, agreements, consents and assurances and take such other action as Assignee or the Buyer Agent reasonably may require to more effectively assign and transfer to and vest in such Assignee the rights and assets assigned hereunder. Assignor will promptly remit and send to Assignee any and all payments, funds, assets, notices, reports and other documents and information received by Assignor or its agents or representatives as a direct or indirect result of or with respect to the Assets.

Effective upon recording of this Assignment, all notices, requests, and other communications under or in connection with the Leases, the Easements and the Ancillary Real Estate Agreements shall be sent to the following:

If to Assignee, to:

Appalachian Power Company
c/o American Electric Power Service Corporation
1 Riverside Plaza, 16th Floor
Columbus, Ohio 43215
Attn: Real Estate Asset Management

If to Assignor, to:

Top Hat Wind Energy LLC
c/o American Electric Power Service Corporation
1 Riverside Plaza, 16th Floor
Columbus, Ohio 43215
Attn: Real Estate Asset Management

If any right or asset hereby assigned or transferred shall for any reason be nonassignable or not enforceable by Assignee, Assignor shall take such action to enforce the same or to obtain the benefits thereof as Assignee or the Buyer's Agent may reasonably direct, but at the sole expense and risk of Assignee; and Assignor will deliver to Assignee any amounts received by it on account of any such claim, right or chose in action.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement which is binding upon all the Parties, notwithstanding that all Parties are not signatories to the same counterpart. The Buyer Agent shall be deemed a third party beneficiary of this Assignment and may enforce any of the terms and conditions hereof.

This Assignment and all rights and obligations of the Parties hereunder and all rights and obligations of the Parties arising under or relating to: (i) the Leases, the Easements or the Ancillary Real Estate Agreements, shall be governed by and construed in accordance with the laws of the State of Illinois, and (ii) the Build-Out Agreement, the laws of the State of New York, including, in each case, all matters of enforcement, validity and performance.

[Signature Page Follows]

EXECUTED on the dates contained in the acknowledgments of this instrument, but effective for all purposes as of the Effective Date.

ASSIGNOR:

Top Hat Wind Energy LLC,
a Delaware limited liability company

By: American Electric Power Service Corporation, a New York corporation, its sole Manager

By: _____
Name: Jay F. Godfrey
Title: Vice President

Exempt under provisions of Paragraph (e), Section 31-45 of the Real Estate Transfer Tax Law (35ILCS 200/31-45).

11/10/2025
Date

_____
Buyer, Seller, or Representative

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

This instrument was acknowledged before me this 10th day of November, 2025, by Jay F. Godfrey, as Vice President of AMERICAN ELECTRIC POWER SERVICE CORPORATION, a New York corporation, the sole Manager of TOP HAT WIND ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My commission expires: N/A

Patricia M. Castro
Printed Name: Patricia M. Castro
Notary Public

(NOTARIAL SEAL)



Patricia M. Castro, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

ASSIGNEE:

Appalachian Power Company,
a Virginia corporation

By: _____
Name: Aaron D. Walker
Title: President and Chief Operating Officer

STATE OF West Virginia)
)
COUNTY OF Kanawha)

This instrument was acknowledged before me this 5th day of November, 2025, by Aaron D. Walker as President and Chief Operating Officer of APPALACHIAN POWER COMPANY, a Virginia corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: November 23, 2026 Maisha T. Staples
Printed Name: Maisha T. Staples
Notary Public

(NOTARIAL SEAL)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Maisha T. Staples
Appalachian Power Company
200 Association Drive, Suite 201
Charleston, WV 25311
My Commission Expires 11/23/2026

EXHIBIT A

PLAN OF LIQUIDATION AND DISSOLUTION

[Attached]

PLAN OF LIQUIDATION AND DISSOLUTION
TOP HAT WIND ENERGY LLC

Dated: As of November 7, 2025 (the "Effective Date")

This Plan of Liquidation and Dissolution (this "Plan") of Top Hat Wind Energy LLC, a Delaware limited liability company (the "Company"), has been approved by Appalachian Power Company, a Virginia corporation ("APCo"), the sole member of the Company (the "Member"), and American Electric Power Service Corporation, a New York corporation ("AEP"), the sole manager of the Company (the "Manager"), in accordance with the Delaware Limited Liability Act (the "Act") and the Fifth Amended and Restated Operating Agreement of the Company, dated as of the Effective Date (the "LLC Agreement"). All capitalized terms otherwise undefined herein shall have the meanings ascribed to them in the LLC Agreement.

1. The Company shall be wound up, liquidated and dissolved, payment all of the Company's debts and liabilities and the expenses of liquidation shall be made, and funds deemed necessary by the Liquidator (as defined below) for any unknown or contingent liabilities of the Company shall be set up or other reasonable provisions for the satisfaction of the Company's unknown and contingent liabilities made.

2. AEP, in its capacity as the Manager of the Company shall act as liquidator of the Company (in such capacity, the "Liquidator").

3. The following liabilities (the "Contingent Liabilities"), if any, in connection with the liquidation shall be provided for in the reservation of funds or other provisions made for the satisfaction of the Company's liabilities described in Section 1 above, and effective as of the Effective Date the Company's contingent liabilities are:

(a) all United States federal, state, local or foreign income, profits, estimated, gross receipts, franchise, capital gains, withholding, ad valorem, real or personal property, intangible property, severance or excise tax, any alternative or add-on minimum tax, and any other taxes, charges, fees, imposts, duties, levies, withholdings or other assessments imposed by any governmental authority, together with any interest, fines, penalties or additions to tax attributable to or imposed with respect thereto, imposed by or on behalf of any governmental authority, arising out of or with respect to the Company or its business and operations; and

(b) all expenses incurred in connection with the winding up, liquidation and dissolution of the Company.

4. All remaining Company assets shall be distributed in kind to the Member.

5. In no event will the Member be obligated to assume or pay any liabilities or obligations related to the assets distributed to it pursuant to Section 4 of this Plan that arose or accrued prior to the date of distribution. In addition, in no event will the Member's liability with respect to distributions made pursuant to this Plan exceed the aggregate value of the distributions

received by the Member pursuant to Section 4 above, and in any event the Member's liability will be limited to the fullest extent provided in the Act.

6. Upon adoption of this Plan of Liquidation and Dissolution and the distribution of the Company's assets to the Member in accordance with Section 4, the Company shall cease to carry on its business, except insofar as may be reasonably necessary for the winding up thereof.

7. At the time determined by the Liquidator to be appropriate, the Liquidator shall cause a Certificate of Cancellation to be filed with the Delaware Secretary of State as provided in Section 18-203 of the Act and take such other action and file such other documents as may be necessary or advisable to terminate or withdraw the Company's qualification to do business in any jurisdiction outside of the State of Delaware in which the Company has so qualified. The filing of the Certificate of Cancellation with the Delaware Secretary of State will result in the automatic cancellation of all of the outstanding membership interests in the Company, without further action on the part of the Company or the Member.

8. The Liquidator is hereby authorized and directed, without further action on the part of the Member, to do and perform any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind that are deemed necessary, appropriate or desirable, in the absolute discretion of the Liquidator, to implement this Plan and the transactions contemplated hereby, including, without limiting the foregoing, (i) all filings or acts required by any state or federal laws or regulations to wind up the Company's affairs, (ii) the execution of any contracts, deeds, assignments or other instruments necessary or appropriate to make the distributions provided for in Section 4 above of any and all property of the Company, whether real or personal, tangible or intangible, and (iii) to perform such other acts as the Liquidator may consider necessary or advisable in order to effectuate this Plan. Each of such contracts, agreements, deeds, assignments, instruments, conveyances, resolutions, certificates and other documents shall be in such form as may be approved by the Liquidator, and its approval shall conclusively be evidenced by the execution thereof by the Liquidator.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Plan of Liquidation and Dissolution effective as of the date first above written.

MEMBER:

Appalachian Power Company,
a Virginia corporation

Signed by:
By: _____
Name: Aaron D. Walker
Title: President and Chief Operating Officer

MANAGER:

American Electric Power Service Corporation,
a New York corporation

Signed by:
By: Jay F. Godfrey
Name: Jay F. Godfrey
Title: Vice President

EXHIBIT B-2

EASEMENTS

Logan County, Illinois

WILLOG0349:
Fee Owner: JLK Family Holdings, LLC, an Illinois limited liability company
Parcel ID No.: 03-021-001-90

Insured Estate or Interest: Easement pursuant to Collector Line Easement Agreement dated August 5, 2022, by and between Judith K. Seibert Martial Trust, as Owner, and Top Hat Wind Energy LLC, a Delaware limited liability company, as Developer, filed August 5, 2022, recorded in Instrument No. 202200003461, Official Records, Logan County, Illinois, as amended by First Amendment to Collector Line Easement Agreement dated January 4, 2024, filed January 5, 2024, recorded in Instrument No. 202400000060, Official Records, Logan County, Illinois, as further amended by Second Amendment to Collector Line Easement Agreement dated October 22, 2024, filed October 23, 2024, recorded in Instrument No. 202400003836, Official Records, Logan County, Illinois.

Legal Description:

The Northwest Quarter of the Southeast Quarter; the Southwest Quarter of the Northeast Quarter; and the East 585 feet of the Northwest Quarter of the Northeast Quarter; and part of the South Half of the Northwest Quarter of the Northeast Quarter and being more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter, thence in Northerly direction along the west line of said Northwest Quarter of the Northeast Quarter for a distance of 203.28 feet; thence in easterly direction along a line parallel with the south line of said Northwest Quarter of the Northeast Quarter for a distance of 719.25 feet; thence in southerly direction along a line parallel with the east line of said Northwest Quarter of the Northeast Quarter for a distance of 203.8 feet; thence in westerly direction along the south line of said Northwest Quarter of the Northeast Quarter for a distance of 719.52 feet to the place of beginning, all in Section 21, Township 19 North, Range 1 West of the 3rd P.M., Logan County, Illinois.

PIN: 03-021-001-90

WILLOG0355:
Fee Owner: Patricia A. Clickener, as Trustee of the Patricia A. Clickener 1988 Trust
Parcel ID No.: 03-025-002-00

Estate or Interest:

Easement pursuant to Collector Line Easement Agreement dated September 16, 2022, by and between Patricia A. Clickener, Trustee of the Patricia A. Clickener 1988 Trust, as Owner, and Top Hat Wind Energy LLC, a Delaware limited liability company, as Developer, filed September 29, 2022, recorded in Instrument No. 202200003863, Official Records, Logan County, Illinois.

Legal Description:

The South Half of the Northeast Quarter of Section 25, EXCEPTING 23.02 acres conveyed to Jacob Stoll described as follows: beginning at a stone at the Northeast corner of said South Half of the Northeast Quarter and thence West on the North line of said last mentioned tract 23.28 chains to a stone; thence South 9.54 chains to a stone; thence on a straight line in a Southeasterly direction 23.28 chains to a stone at a point in

the section line 10.25 chains South of the place of beginning; thence North along the Section line 10.25 chains to the place of beginning, all of said land being in Township 19 North, Range 1 West of the 3rd P.M., Logan County, Illinois.

PIN: 03-025-002-00

WILLOG0356:
Fee Owner: Sheila Ann Wolf as successor Trustee of The Joan H. Wolf Trust dated June 1, 1987, as amended
Parcel ID No.: 02-023-007-00

Insured Estate or Interest:

Easement pursuant to Collector Line Easement Agreement dated September 16, 2022, by and between Sheila Ann Wolf, Successor Trustee of the Joan H. Wolf Trust dated June 1, 1987, as amended and restated April 27, 2011, as Owner, and Top Hat Wind Energy LLC, a Delaware limited liability company, as Developer, filed September 22, 2022, recorded in Instrument No. 202200003740, Official Records, Logan County, Illinois.

Legal Description:

The Southeast Quarter of the Southeast Quarter of Section 23; the Northeast Quarter of the Southeast Quarter of Section 23, (also known as Lots 1 and 3 of the Southeast Quarter of Section 23 as shown by a plat of survey made a part of commissioner's report in Suit in Chancery No. 3784, Circuit Court, Logan County, Illinois - John W. Huston, et al., vs. Mary Huston, et al - Partition and Assignment of Dower); all that part of the Northwest Quarter of the Southeast Quarter of Section 23 (also known as Lot 2 of the Southeast Quarter of Section 23, as shown by plat of survey made a part of commissioner's report in Suit in Chancery No. 3784, Circuit Court, Logan County, Illinois - John W. Huston, et al, vs. Mary Huston, et al - Partition and Assignment of Dower), situated East and South of the center line of the North Branch of Lake Fork Special Drainage District, commonly known as North Fork Creek, all being located in Township 18 North, Range 1 West of the Third Principal Meridian, Logan County, Illinois.

Parcel No.: 02-023-007-00

WILLOG0357:
Fee Owner: Flynn Family Farms LLC, an Illinois limited liability company
Parcel ID No.: 02-026-006-00

Estate or Interest:

Easement pursuant to Collector Line Easement Agreement dated September 16, 2022, by and between Harry E. Flynn and Mary Wolf Flynn, as Owner, and Top Hat Wind Energy LLC, a Delaware limited liability company, as Developer, filed September 22, 2022, recorded in Instrument No. 202200003741, Official Records, Logan County, Illinois, as affected by a Joinder and Ratification of Collector Line Easement Agreement executed by Flynn Family Farms LLC, an Illinois limited liability company, dated April 19, 2023, filed April 19, 2023, recorded in Instrument No. 202300001164, Official Records, Logan County, Illinois.

Legal Description:

DocId:6079596
Tx:4054865

This instrument prepared by:
Marc Cox
BCLP
211 N Broadway, Suite 3600
St. Louis, MO 63102

202500004119
FILED FOR RECORD IN
LOGAN COUNTY, ILLINOIS
THERESA MOORE
11/19/2025 12:52 PM
AGREEMENT 73.00

When recorded return to:
Debe Thomas
BCLP
1700 Lincoln St., Ste. 4100
Denver, CO 80203

Tax Parcel Nos.:
See Schedules A and B hereto

MEMORANDUM OF AMENDED AND RESTATED BUILD-OUT AGREEMENT

(LOGAN COUNTY, ILLINOIS)

This Memorandum of Amended and Restated Build-Out Agreement (this "***Memorandum***") is by and among **Top Hat Wind Energy Holdings LLC**, a Delaware limited liability company ("***Seller***"), **Invenergy Renewables Global LLC**, a Delaware limited liability company ("***IRG***", and, together with Seller, the "***Developer***"), **Appalachian Power Company**, a Virginia corporation ("***Buyer***") and, solely with respect to its agency relationship with Buyer under the A&R Build-Out Agreement (as defined below), **American Electric Power Service Corporation**, a New York corporation ("***Buyer's Agent***"). Seller, IRG, Buyer and Buyer's Agent are sometimes herein individually referred to as a "***Party***" or collectively referred to as the "***Parties***."

Recitals

Seller, IRG, Buyer, and Buyer's Agent are parties to that certain Amended and Restated Build-Out Agreement, dated as of November 7, 2025 (the "***A&R Build-Out Agreement***"), among Seller, IRG, Buyer, Buyer's Agent (solely with respect to its agency relationship with Buyer thereunder), and each Subsequent Party (as defined in the A&R Build-Out Agreement) that may become a party thereto. The A&R Build-Out Agreement amends and restates the Build-Out Agreement, dated as of December 7, 2021 (the "***Original Build-Out Agreement***") among Project Company (as defined below), Seller, IRG, and each Subsequent Party (as defined in the Original Build-Out Agreement) that may become a party thereto.

Top Hat Wind Energy LLC, a Delaware limited liability company ("***Project Company***"), developed and constructed a wind generation project (as more fully defined in the A&R Build-Out Agreement, the "***Project***") on the Project Land (as defined in the A&R Build-Out-Agreement) held pursuant to the Land Contracts (as defined in the PSA described below), including leases, easements and other rights as described in the PSA (as more fully defined in the A&R Build-Out Agreement, the "***Project Land Rights***"). The Original Build-Out Agreement was entered into by the parties thereto in connection with Project Company's development of the Project.

Effective November 7, 2025, Seller sold a 100% membership interest in Project Company to Buyer (the "***Sale***"), pursuant to that certain Purchase and Sale Agreement (as amended, the "***PSA***"), dated December 7, 2021, by and between Seller, Buyer, and, solely with respect to its agency relationship with Buyer thereunder, Buyer's Agent.

Immediately following the Sale, pursuant to that certain Assignment, Bill of Sale and Conveyance, dated as of November 7, 2025 (the "***Assignment***"), and in furtherance of the liquidation of the Project Company in accordance with a Plan of Liquidation and Dissolution of the Project Company, Project Company transferred to Buyer all of its right, title and interest in and to certain of its assets, including, among others, the Project Land Rights, the Project Land, and the Original Build-Out Agreement. As a result of the Assignment, Buyer became a party to the Original Build-Out Agreement as successor in interest to Project Company, and the obligations of the Developer and Subsequent Parties (as defined in the Original Build-Out Agreement) under the Original Build-Out Agreement thereafter ran in favor of Buyer, as successor in interest to Project Company.

Seller, IRG, Buyer, and Buyer's Agent entered into the A&R Build-Out Agreement to, among other things, (i) reflect that Buyer is the successor in interest to Project Company under the Original Build-Out Agreement, and (ii) amend and restate certain of the schedules to the Original Build-Out Agreement, and to add additional schedules, to describe the Project Land Rights, the Project Land, and the Adjacent Land Rights (as defined below) as of the date of the Sale and the Assignment.

The A&R Build-Out Agreement imposes certain obligations and restrictions on and in connection with the development of any Subsequent Wind Farm (as defined in the A&R Build-Out Agreement) that includes any easements over, across or under, or leases or other real estate entitlements adjacent to or within a radius of sixty (60) Project Wind Turbine (as defined in the A&R Build-Out Agreement) rotor diameters (8,400 meters) of the Project Land which were held by Developer or its Affiliates as of December 7, 2021 or subsequently were or hereafter are acquired by Developer or its Affiliates (collectively, "***Adjacent Land Rights***" and, together with the Project Land Rights, the "***Wind Farm Land Rights***").

Memorandum, Notice and Agreement

NOW, THEREFORE, the Parties agree as follows:

1. This Memorandum supplements the A&R Build-Out Agreement, which is incorporated herein by reference. All capitalized terms used herein shall have the meaning ascribed to them in the A&R Build-Out Agreement.

2. The Project Land Rights, and the Project Land covered thereby, held by Buyer as of the date hereof are described on **Schedule A** hereto.

3. The Adjacent Land Rights are subject to and burdened by the rights of Buyer pursuant to the terms, conditions and other provisions set forth in the A&R Build-Out Agreement. The tracts of land adjacent to or within a radius of sixty (60) Project Wind Turbine rotor diameters (8,400 meters) of the Project Land that are Adjacent Land Rights, or that will become Adjacent Land Rights if Developer or its Affiliates hereafter acquire any easement over, across or under such tract, or lease or other real estate entitlement thereof, therein or thereto, are described on **Schedule B** attached hereto and shown on the map in **Schedule C** attached hereto.

4. The A&R Build-Out Agreement requires that any sale or transfer by Developer or an Affiliate of Developer of any Adjacent Land Rights or Subsequent Wind Farm, or any portion thereof, completed after December 7, 2021 shall be made subject to the terms and provisions of the A&R Build-Out Agreement,

and Developer shall, subject to the terms of the A&R Build-Out Agreement, assign and delegate to the owner of such Subsequent Wind Farm, and cause such owner to assume, its respective rights and obligations under the A&R Build-Out Agreement to the extent relating to the Subsequent Wind Farm by executing the joinder attached as Schedule 3 to the A&R Build-Out Agreement and provides that any such assignment or transfer without such an express assumption by the transferee shall be null and void.

5. The A&R Build-Out Agreement and all the terms, conditions, provisions, covenants and agreements therein contained run with land and are binding upon and inure to the benefit of the parties to the A&R Build-Out Agreement and their respective successors and permitted assigns.

6. The covenants and agreements of Developer under the A&R Build-Out Agreement (i) touch and concern the Wind Farm Land Rights, (ii) are expressly intended to, and shall be covenants running with the Wind Farm Land Rights and are binding on and a burden upon the Wind Farm Land Rights and Developer, its Affiliates, any Subsequent Party, their Affiliates, and their successors and permitted assigns, as holders of an estate or interest in the Wind Farm Land Rights, for the benefit of the Project Land Rights and the Project, and (iii) shall benefit the Project Land Rights and the Project, and Buyer and its successors and permitted assigns. To the extent any of the provisions of this paragraph are not enforceable as covenants running with the land, such provisions shall be enforceable as equitable servitudes.

7. In the event of a conflict between the terms and provisions of this Memorandum and the terms and provisions of the A&R Build-Out Agreement, the terms and provisions of the A&R Build-Out Agreement shall control.

8. This Memorandum may be executed in counterparts, each of which will be an original, but all of which, when taken together, will constitute one and the same instrument.

[*signatures begin on next page*]

SELLER:

TOP HAT WIND ENERGY HOLDINGS LLC,

a Delaware limited liability company

By: _____

Name: Michael Baird

Title: Vice President

IRG:

INVENERGY RENEWABLES GLOBAL LLC,

a Delaware limited liability company

By: _____

Name: Meghan Schultz

Title: Vice President

DS

BUYER:

APPALACHIAN POWER COMPANY,

a Virginia corporation

By: _____

Name: Aaron D. Walker

Title: President and Chief Operating Officer

BUYER'S AGENT

AMERICAN ELECTRIC POWER SERVICE CORPORATION,

a New York corporation

By: _____

Name: Jay F. Godfrey

Title: Vice President

ACKNOWLEDGMENTS

STATE OF Illinois

COUNTY OF Cook

This instrument was acknowledged before me this 4 day of November 2025, by Michael Baird as Vice President of TOP HAT WIND ENERGY HOLDINGS LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My commission expires: April 10, 2028

Matthew Thomas Thibeault

Printed Name: Matthew Thibeault

Notary Public

(NOTARIAL SEAL)

OFFICIAL SEAL
MATTHEW THOMAS THIBEAULT
Notary Public, State of Illinois
Commission No. 989374
My Commission Expires April 10, 2028

STATE OF Illinois

COUNTY OF Cook

This instrument was acknowledged before me this 4 day of November 2025, by Meghan Schultz as Vice President of INVENERGY RENEWABLES GLOBAL LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My commission expires: April 10, 2028

Matthew Thomas Thibeault

Printed Name: Matthew Thibeault

Notary Public

(NOTARIAL SEAL)

OFFICIAL SEAL
MATTHEW THOMAS THIBEAULT
Notary Public, State of Illinois
Commission No. 989374
My Commission Expires April 10, 2028

STATE OF [West Virginia

COUNTY OF [Kanawha

This instrument was acknowledged before me this 5th day of November, 2025, by Aaron D. Walker as President and Chief Operating Officer of APPALACHIAN POWER COMPANY, a Virginia corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: November 23, 2026

Maisha T. Staples

Printed Name: Maisha T. Staples

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Maisha T. Staples
Appalachian Power Company
200 Association Drive, Suite 201
Charleston, WV 25311
My Commission Expires 11/23/2026

(NOTARIAL SEAL)

STATE OF [OHIO]

COUNTY OF [FRANKLIN

This instrument was acknowledged before me this 10th day of November, 2025, by Jay F. Godfrey, as Vice President of AMERICAN ELECTRIC POWER SERVICE CORPORATION, a New York corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: N/A

Patricia M. Castro

Printed Name: Patricia M. Castro

Notary Public

(NOTARIAL SEAL)

NOTARIAL SEAL
STATE OF OHIO

Patricia M. Castro, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

The West Half of the Southwest Quarter; the Northeast Quarter of the Southwest Quarter and the North Half of the Southeast Quarter of the Southwest Quarter; all in Section 33, Township 20 North, Range 1 West of the 3rd P.M., Logan County, Illinois.

Parcel No.: 04-033-004-00

Tract 3:

The Northwest Quarter of the Southeast Quarter and the North Half of the Southwest Quarter of Section 2, EXCEPT the following described tract:

A part of the South Half of Section 2, Township 19 North, Range 1 West of the 3rd P.M., Logan County, Illinois, described as follows: Commencing at a 5/8" pin set in a stone found at the Northeast corner of the West Half of the Southeast Quarter of said Section 2; thence West along the North section line a distance of 1177.59 feet to a railroad spike set at the Point of Beginning; thence South 0 degrees 07 minutes 33 seconds West a distance of 274.85 feet to a 1/2" pin set; thence North 89 degrees 18 minutes 36 seconds West a distance of 151.72 feet to a 1/2" pin set; thence North 9 degrees 16 minutes 02 seconds West a distance of 53.24 feet to a 1/2" pin set; thence South 89 degrees 56 minutes 54 seconds West a distance of 232.99 feet to a 1/2" pin set; thence North 1 degree 50 minutes 27 seconds West a distance of 220.80 feet to a 1/2" pin set; thence East along the North line of the South Half of said Section 2 a distance of 400.97 feet to the Point of Beginning, containing 2.202 acres more or less, all in Logan County, Illinois.

Parcel No.: 03-002-005-00

WILLOG0355:
Fee Owner: Patricia A. Clickener, as Trustee of the Patricia A. Clickener 1988 Trust
Parcel ID No.: 03-025-002-00

Estate or Interest:

Easement pursuant to Collector Line Easement Agreement dated September 16, 2022, by and between Patricia A. Clickener, Trustee of the Patricia A. Clickener 1988 Trust, as Owner, and Top Hat Wind Energy LLC, a Delaware limited liability company, as Developer, filed September 29, 2022, recorded in Instrument No. 202200003863, Official Records, Logan County, Illinois.

Legal Description:

The South Half of the Northeast Quarter of Section 25, EXCEPTING 23.02 acres conveyed to Jacob Stoll described as follows: beginning at a stone at the Northeast corner of said South Half of the Northeast Quarter and thence West on the North line of said last mentioned tract 23.28 chains to a stone; thence South 9.54 chains to a stone; thence on a straight line in a Southeasterly direction 23.28 chains to a stone at a point in the section line 10.25 chains South of the place of beginning; thence North along the Section line 10.25 chains to the place of beginning, all of said land being in Township 19 North, Range 1 West of the 3rd P.M., Logan County, Illinois.

PIN: 03-025-002-00

WILLOG0356:
Fee Owner: Sheila Ann Wolf as successor Trustee of The Joan H. Wolf Trust dated June 1, 1987, as