



Questions for Wind Energy Companies*

- What is the total term of the project, including development, construction, operating, and options to extend?
- What are the annual guaranteed payments before and after construction of the turbines, if any?
- Can the power generated on your property be sold to an affiliate, or hydrogen plant, at a price below the fair market value?
- Besides wind turbines, what other facilities can or will be constructed during the term of the contract?
- What will I be paid per rod for construction of below ground power lines, above ground power lines, buried pipelines, and roads?
- Why will the wind energy company need to build a pipeline?
- How much will I be paid for caliche?
- Will my caliche be used on land owned by others?
- What is an installation fee and how much will it be?
- Will I have a hydrogen production payment?
- How will I know when power is sold to a hydrogen plant and when it is sold on the open market?
- How much will I be paid for the destruction of live oak trees?
- Will the wind energy company have the right to use my outbuildings or dwellings?
- Will the wind energy company have the right to build new buildings for offices and employee lodging?
- How will I know who is on my property?
- Will the turbines cause noise, vibrations, electromagnetic effects, radio interference, or cell phone interference?
- If the wind energy company builds a turbine on property adjacent to mine, will they have the right to build it so the blades will overhang over my property line?
- Is the wind energy company limited as to their activities and of their subcontractors?

- Does the wind energy company have the right to Quit Claim and walk away leaving me to dismantle and remove the turbines and other facilities?
 - Will I be provided with annual certificates of insurance and bonding from third party insurers?
 - Do the wind energy company employees and subcontractors have the right to enter my property at any time of day or night?
 - What mineral rights will the wind energy company have?
 - In the event of a problem, will the wind energy company have an employee on site for me to complain?
 - Does the wind energy company have the right to locate turbines, roads, overhead and buried electrical lines, substations, switch yards, and buildings anywhere on my property in its sole and absolute discretion?
 - Will the revenue meter for power generated on my property be located on site?
 - Can the revenue meter be changed from time to time to locations not on my property?
 - How can I calculate my royalty payments?
 - Will I be paid royalty for power consumed by the wind energy company for its own use?
 - Is there a limit to the amount of my land the wind energy company can use?
 - Why is the annual inflation adjustment 2%?
 - Am I obligated to legally defend the wind energy company for violations committed by them in the past, present or future?
 - Can the wind energy company prevent me from using my land as security for a loan?
 - What are my legal obligations to indemnify and defend the wind energy from third party claims?
 - Do the rights of the wind energy company under this contract extend to a third company (in a different line of work) that might acquire a minority interest from the wind energy company?
- Can the wind energy company transfer its liabilities from environmental violations?
- What is the remedy if the wind energy company defaults on one or more provisions
 - in the contract?

- If the wind energy company terminates my contract, can a new company come in and take over even after the contract has been terminated?
 - Will I be compensated if the wind energy company divides my land into two or more wind energy projects resulting in two or more stand alone leases?
 - Can I sell my wind rights to a third party?
 - If the wind energy company mortgages its assets under my contract, do I have the right to give notice of default?
 - What happens if the wind energy company files for bankruptcy?
 - Can I merge my land and its contract with other assets?
 - What happens if the wind energy company defaults on any of the provisions?
 - In the event of legal proceedings, will the venue be in San Angelo, TX, whether in State or Federal Court?
 - Do I have the right to a trial by jury?
 - Are my damages limited?
 - How will any financial award be divided?
 - If the wind energy company remains on my land of the termination of the contract, what happens?
 - Will my land be used to store worn out turbine blades?
 - Can I discuss this contract with other people?
 - Will hunting be restricted on my land?
- How long can the wind energy company come on my land after the contract is terminated?

*answers to these questions should be supported by the number and name of all applicable provisions within the contract