
Prepared by and return to: Apex Clean Energy, Inc.; Queen Charlotte Building; 236 East High Street; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

WIND FARM PARTICIPATION AND SUPPORT AGREEMENT

This Wind Farm Participation and Support Agreement (this “**Agreement**”), is dated and effective as of _____, 20__ (“**Effective Date**”), by and between «**Current_Legal_Name**» (“**Owner**”) and **Long Prairie Wind I, LLC**, a Delaware limited liability company (“**Grantee**”).

RECITALS:

A. Owner is the owner of that certain tract of real property located in Van Wert County, Ohio, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Property**”);

B. Grantee has acquired, or will acquire, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the “**Wind Farm Property**”) for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines (“**Wind Turbines**”), electrical distribution and transmission facilities and related roads and facilities (collectively, the “**Windpower Facilities**”);

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Van Wert County, Ohio (the “**Wind Farm**”) in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a “**Phase**”) that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its reasonable discretion.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Setback Waiver.**

1.1 To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property (or any structures thereon) for Windpower Facilities constructed on Wind Farm Property, Owner hereby waives any and all

such setback requirements (the “**Setback Waiver**”); provided however, Grantee agrees not to construct a Wind Turbine within One Thousand Three Hundred Twenty Feet (1,320’) of any occupied residence located on the Property (as measured from the edge of the base of the Wind Turbine to the exterior of the closest foundation of any occupied residence on the Property as of the date hereof) and not to allow the blade of any Wind Turbine to overhang any boundary of the Property. For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Windpower Facilities on the Property.

1.2 The Setback Waiver is for the benefit of Grantee, the owner(s) of adjacent Wind Farm Property, and their respective successors and assigns, and shall run with the land. If requested by Grantee, Owner shall execute and deliver to Grantee one or more separate setback waivers evidencing the intent of this Section 1, in a form provided by Grantee, which Grantee may then record at its expense.

2. **Term of Agreement.** This Agreement shall be for an initial term (“**Option Term**”) commencing on the Effective Date and continuing for a period of seven (7) years. If, at any time during the Option Term, (i) the Commercial Operations Date (as defined below) for a Phase that includes the Property occurs, or (ii) Grantee notifies Owner in writing of Grantee’s decision to extend the term of this Agreement, then the Option Term shall end and the term of this Agreement shall automatically be extended for a period of thirty (30) years (such period, the “**Operation Term**”). Unless earlier terminated, Grantee shall have the sole right and option to extend the Operation Term for two additional ten (10) year terms commencing on the last day of the Operation Term or the tenth (10th) anniversary of such day, respectively, upon at least thirty (30) days’ notice to Owner. The Option Term plus the Operation Term plus either or both of such additional terms are collectively referred to in this Agreement as the “**Term.**” Notwithstanding the foregoing, in no event shall the Term of this Agreement be longer than the longest period permitted by law. The “**Commercial Operations Date**” means the date that Wind Turbines representing at least ninety percent (90%) of the Wind Turbines for a Phase that includes the Property commence operation by delivering commercial quantities of electricity to the electric utility grid.

3. **Termination.** Grantee shall have the right throughout the Option Term to terminate this Agreement as to all or any part of the Property upon thirty (30) days prior written notice to Owner. If Grantee has not poured the foundation for the first wind turbine to be installed for a Phase that includes the Property prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate. Either party shall have the right to terminate this Agreement in whole or in part, at any time, upon written consent of the other party.

4. **Consideration.** As consideration for the rights granted herein, Grantee shall make payments to Owner during the Term as set forth in the Fee Schedule attached hereto (“**Fee Schedule**”). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

5. **Authority.** Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership or possessory interest in the Property have signed this Agreement as Owner. There are no liens, encumbrances, leases, mortgages, deeds of trust, mineral or oil and gas rights, options, rights of refusal, preferential rights to purchase or lease, or other interests in (or exceptions to) Owner’s fee title ownership of the Property which are not recorded in the public records of the county in which the Property is located.

6. **Assignment.** Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

7. **Reasonable Assistance.** Owner agrees to use all reasonable efforts to assist Grantee in complying with any applicable laws, codes and statutes concerning the placement of Windpower Facilities on the Wind Farm Property. Owner agrees to promptly evidence its consent, in writing or as otherwise required, allowing Grantee to place Windpower Facilities on the Wind Farm Property, as may be required or requested by any agency or entity asserting jurisdiction, authority or an interest in any issues concerning or in any way affecting placement of Windpower Facilities on the Wind Farm Property. Owner consents to allowing Grantee to act on Owner's behalf to evidence Owner's consent as set forth in this Agreement. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or consents to assignment and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time. Owner waives any and all claims against Grantee related to or arising out of the Wind Farm. Owner agrees to support and not object to the Wind Farm and to use reasonable efforts to assist Grantee's reasonable requests. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Windpower Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns.

8. **Events of Default.** Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

(a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and

(b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice.** All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("**Notices**") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

«First_Name_1» «Last_Name_1» , «Title_1» «Entity_Name_1»

«Address_1_1»
«Address_2_1»
«City_1», «State_1» «Zip_1»
Telephone:

If to Grantee:

Long Prairie Wind I, LLC
c/o Apex Clean Energy, Inc.
Attention: Land Manager
Court Square Building
310 4th Street NE, Suite 200
Charlottesville, VA 22902
Phone: (434) 220-7595 Fax: (434) 220-3712

Grantee shall not be required to make any payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording.** Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality.** Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Wind Energy Lease Agreement.** In the event that Owner and Grantee enter into a Wind Energy Lease Agreement or other similar instrument whereby Owner grants Grantee the exclusive right to install Wind Turbines and/or Windpower Facilities on the Property, then this Agreement shall be superseded by such instrument and this Agreement and all payment obligations hereunder shall terminate as of the effective date of such instrument. The foregoing shall not obligate either party to enter into any Wind Energy Lease Agreement or other similar instrument unless it determines in its own best interest to do so.

13. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to this Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not

limited to those incurred at trial, on appeal and on petition for review).

14. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, successors and assigns. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Ohio, excluding the choice of law provisions thereof.

[signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have signed this Agreement on the date set forth below the respective signatures of Owner and Grantee, effective as of the Effective Date.

OWNER

By: _____
Name: «Current Legal Name»

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20____
by «Current_Legal_Name».

Notary Public

Typed or Printed

Commission Expiration Date

(SEAL)

Spouse's signature (if applicable):

By: _____

Name: _____

Spouse is executing this instrument to evidence release
of dower rights in the Property.

Spouse's Acknowledgement (if applicable)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20____
by _____, spouse.

Notary Public

Typed or Printed

Commission Expiration Date

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Property is all of the following Tracts, situated in the Township of «Township_1», County of Van Wert, State of Ohio, consisting of «Verified_Acres» acres, more particularly described as follows:

Deed Reference: _____ Deed Dated _____, Volume _____ Page _____ of the Official Records of Van Wert County, Ohio

PPN: «Parcel_ID_1» («Verified_Acres_1» acres)

CONFIDENTIAL – DO NOT RECORD

FEE SCHEDULE

Grantee shall make the following payments to Owner during the Term:

- (1) within thirty (30) days of the Effective Date of this Agreement, a one-time payment of Five Hundred and No/100 Dollars (\$500.00); AND
- (2) Upon the Commercial Operations Date of the Phase in which the Property is a part (as determined by Grantee in its reasonable discretion), an annual payment equal to one of the following, as applicable:
 - (A) One Thousand Five Hundred and No/100 Dollars (\$1,500.00) if any boundary of the Property is within the Tip Height Distance (as defined below) as measured from the edge of the base of the Wind Turbine to the nearest adjacent property line of the Property on such date. “**Tip Height Distance**” means the distance that is 1.1 times the tip height of the nearest Wind Turbine measured from the turbine's base to the tip of the highest blade; OR
 - (B) One Thousand and No/100 Dollars (\$1,000.00) if any boundary of the Property is within one thousand one hundred twenty-five feet (1,125’) of the nearest Wind Turbine (measured horizontally from the tip of the turbine’s nearest blade at 90 degrees from the turbine tower to the nearest adjacent property line of the Property) on such date; OR
 - (C) Five Hundred and No/100 Dollars (\$500.00) if neither subsection (A) nor (B) above apply.

The annual payment due hereunder, shall be paid by Grantee within thirty (30) days after the Commercial Operations Date and then annually within thirty (30) days after each anniversary of the Commercial Operations Date until all of the Wind Turbines in the Phase of the Wind Farm of which the Property is a part are decommissioned.