
THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

Upland Prairie, LLC
c/o Apex Clean Energy, Inc.
Queen Charlotte Building
236 East High Street
Charlottesville, VA 22902
Telephone: 434-220-7595
Attention: Eugene Lerman, Esq.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made and entered into as of the _____ day of _____, 20___, by and between _____ a _____ person, ("**Landlord**") with a tax mailing address of _____ 7558, and Upland Prairie, LLC, a Delaware limited liability company, ("**Tenant**") with a tax mailing address of c/o Apex Clean Energy, Inc., Court Square Building, 310 4th Street NE, Suite 200, Charlottesville, Virginia 22902.

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "**Effective Date**") between Landlord and Tenant (the "**Lease**"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for Wind Energy Purposes, that certain real property (the "**Property**") located in Clay County, Iowa, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Property, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Property for Wind Energy Purposes.

2. No Interference. The Lease requires Landlord, during the Term of the Lease, not to cause nor permit any restriction or interference with: (a) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Wind Facilities; (b) the flow of wind, wind

speed or wind direction over the Property; (c) access over the Property to Wind Facilities; or (d) any other activities of Tenant permitted under the Lease.

3. Term. The term of the Lease shall expire eight (8) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

4. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

5. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Property or the wind facilities to any person or entity without the consent of Landlord.

6. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Property at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Property and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity.

7. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Property, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

8. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Property for eighteen (18) months following termination to restore the Property and for other activities as set forth in the Lease.

9. Transmission and Access Easement. If a utility requires and/or Tenant requests an easement in perpetuity with respect to one or more of the rights granted to Tenant pursuant to the Transmission and Access Easement, then Landlord shall grant the utility and/or Tenant, as applicable, such perpetual easement which covers the portion of the Property occupied by the utility's and/or Tenant's permanent roads, overhead and underground electrical and communications lines, collection and/or transmission equipment, as applicable, upon the terms set forth in the Lease.

As used herein, the term "**Transmission and Access Easement**" means, collectively, Tenant's (i) exclusive right to construct, install, lay down, erect, improve, place, replace, remove, relocate and operate permanent roads, overhead and underground electrical and communications lines,

collection and transmission equipment on the Property, and (ii) right of access more particularly described in Section 4.3 of the Lease.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

LANDLORD:

By: _____
Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___,
by Anne O. Fell.

(SEAL)

Notary Public

Typed or Printed

Commission Expiration Date

With respect to this Lease and Tenant's and Mortgagee's rights hereunder, by executing this Lease Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Lease.

Spouse's signature (if applicable):

By: _____
Printed Name: _____

STATE OF _____

COUNTY OF _____

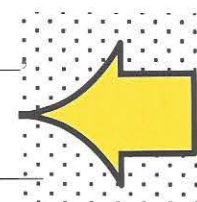
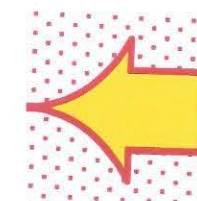
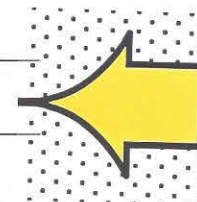
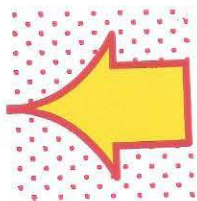
The foregoing instrument was acknowledged before me this ___ day of _____, 20___
by _____, spouse.

(SEAL)

Notary Public

Typed or Printed

Commission Expiration Date



TENANT:

Upland Prairie, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its Sole Member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its Sole Member

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as the _____ for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Sole Member of Apex GCL, LLC, a Delaware limited liability company, the Sole Member of Acadian Wind, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

(SEAL)