WIND OPTION AND WIND ENERGY LEASE AGREEMENT

This WIND OPTION AND WIND ENERGY LEASE AGREEMENT (this “Agreement”) is made, dated and effective as of the Effective Date (defined below), by and between Landowner (as defined below) and Atlantic Wind, LLC, an Oregon Limited Liability Company (“Lessee”).

1. **Basic Provisions.** The following terms used in this Agreement have the meanings set forth below:

<table>
<thead>
<tr>
<th>1.1 “Landowner”</th>
</tr>
</thead>
<tbody>
<tr>
<td>(for individuals, must accurately state marital status and any manner in which title is held; for entities, must accurately state type of entity (corporation, partnership, limited liability company, etc.) and state of organization)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.2 “Property”</th>
</tr>
</thead>
<tbody>
<tr>
<td>The real property consisting of approximately ____ acres located in St. Lawrence County, New York (“State”), that is described in Exhibit A attached hereto and incorporated herein by this reference.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3 “Effective Date”</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________, 2010</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.4 “Option Term”</th>
</tr>
</thead>
<tbody>
<tr>
<td>The period commencing on the Effective Date and expiring on the date Ten (10) years thereafter.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 “Initial Option Term Payment”</th>
</tr>
</thead>
<tbody>
<tr>
<td>An initial payment equal to the higher of Two Thousand dollars ($2000), or Twenty dollars ($20) per acre ($5,000 maximum), for the period commencing on the Effective Date and terminating on the last day of the twelfth (12th) complete calendar month after the Effective Date.</td>
</tr>
</tbody>
</table>
1.6 “Subsequent Option Term Payment(s)”

Two Thousand dollars ($2000) per year for each subsequent twelve (12) calendar month period following the first anniversary of the Effective Date, such amount to be increased as of each January 1 (commencing with January 1, 2011) by rate of the percentage change in the Consumer Price Index (All Items) from the immediately preceding January 1 and to be paid annually as described in Section 6.1.

1.7 “Lease Rate”

<table>
<thead>
<tr>
<th>Year</th>
<th>Lease Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extended Term Years 1-39</td>
<td>Three percent (3%)</td>
</tr>
</tbody>
</table>

1.8 “Installation Fee”

One Thousand dollars ($1000) for each megawatt of wind generating capacity installed on the Property by Lessee in any particular phase of construction.

1.9 “Extended Term”

The 39 year period commencing upon the date described in Section 5 of this Agreement.

1.10 “Renewal Term”

A period(s) of year(s) each commencing on the day following the last day of the Extended Term in the case of the first Renewal Term and, if there is more than one Renewal Term, each Renewal Term thereafter will commence on the day following the end of the preceding Renewal Term.

2. Lease.

2.1 Grant of Lease. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landowner, Landowner hereby leases the Property to Lessee for the Option Term (and, if exercised pursuant to the terms of this Agreement, for the Extended Term, and the Renewal Term(s)).

2.2 Wind Facilities Layout Plan. Prior to the commencement of construction of the Wind Power Facilities described in Section 3.2.3, Lessee shall
provide to Landowner a plan indicating the proposed location of the Wind Power Facilities, which Wind Power Facilities shall be on Permitted Areas ("Wind Power Facilities Layout Plan"). Lessee shall consult with Landowner and obtain Landowner's consent, which consent shall not be unreasonably withheld, conditioned or delayed, on Lessee's Wind Power Facilities Layout Plan prior to construction of any Wind Power Facilities described in Section 3.2.3, showing Landowner the proposed location of wind turbine generators (each, a "Wind Turbine"), roads, electric power lines, substations, interconnection and switching facilities and buildings, before making Lessee's final decisions as to location of Wind Power Facilities on the Property. The Wind Power Facilities Layout Plan chosen by Lessee shall become Exhibit B to this Agreement. Lessee may, from time to time upon written notice to Landowner and with Landowner's consent, which consent shall not be unreasonably withheld, conditioned or delayed, make changes to the location of Wind Power Facilities from the location(s) shown on the then current Wind Power Facilities Layout Plan, and the Wind Power Facilities Layout Plan shall be deemed to be modified to reflect such changes. Notwithstanding the preceding sentence, with regard to any change required by Lessee in the location of roads on the Property (from the location(s) shown on the then current Wind Power Facilities Layout Plan), Lessee will obtain prior written consent of Landowner, which said consent shall not be unreasonably withheld, conditioned or delayed.

2.3 Remaining Property. After the completion of the Project (as hereinafter defined), Lessee shall deliver to Landowner legal descriptions, together with As-Built Drawings (as hereinafter defined, generally depicting the location of the Wind Power Facilities as provided in Section 5.2,) of those portions of the Property designated as the Operating Area (as such Operating Area may be modified as permitted pursuant to this Agreement). The "Operating Area" shall consist of (a) leasehold areas for the Wind Power Facility consisting of approximately a 500 foot diameter circle around each Wind Power Facility (collectively, the "Retained Leasehold Areas"), and (b) easement corridors for the access rights described in Section 3.4 and for the Easements described in Section 3.5 (collectively, the "Retained Easement Corridors"). At such time, Lessee, in Lessee's sole discretion, by written notice to Landowner (which notice may include such legal descriptions and drawing(s)), may terminate the lease as to any portion of the Property that is not part of the Retained Leasehold Area that Lessee wishes to release to Landowner (collectively, the "Remaining Property"). In such event, Lessee shall promptly thereafter execute and record a release of all of its right, title and interest in and to such Remaining Property; provided, however, that (and the release shall so provide): (i) the Remaining Property shall in any event remain, for the entire Term, subject to and burdened by (A) the easements, if any, on, over, across, along and above the Retained Easement Corridors, (B) the Easements created by Section 3.5 over all of the Property, and (C) the rights granted to Lessee pursuant to Sections 3.4, 3.5, 4, 12.2, 12.6, 12.8, 12.10, 16.2, 16.7, 16.10, 16.15, and 16.16; (ii) Landowner shall be free to use and develop the Remaining Property subject in all events to Section 11.1, and (iii) in the event that in connection with a repowering of a Project or any portion thereof Lessee
reasonably determines that a Retained Easement Corridor needs to be relocated or amended, and subject to the consent of Landowner, which consent shall not be unreasonably withheld, conditioned or delayed, then (A) Landowner shall, promptly upon request therefor, execute and deliver to Lessee an instrument (prepared by Lessee), that implements and grants the applicable rights for such relocation or amendment, and (B) Lessee shall, promptly upon request therefor, execute and deliver to Landowner a release of any part of the previous Retained Easement Corridor that Lessee reasonably determines is no longer needed.

2.4 Commencement of Leasehold Interest. Notwithstanding any provision of this Agreement to the contrary, until the commencement of the Extended Term (as hereinafter defined) occurs as provided in Section 5.1, the interest of Lessee granted pursuant to Section 2.1 shall constitute an easement and right of way with respect to the use of the Property for the purposes permitted during the Option Term pursuant to Section 3 and no leasehold interest or leasehold tenancy shall be created hereunder in the Property until the commencement of the Extended Term.

3. Purpose of Lease; Permitted Uses.

3.1 Purpose of Lease. The lease created by this Agreement is for wind energy purposes, and throughout the term of this Agreement, Lessee shall have the sole and exclusive rights (in Lessee’s sole discretion) to use the Property for wind energy purposes and to convert all of the wind resources of the Property. For purposes of this Agreement, “wind energy purposes” means: wind resource evaluation; site evaluation; wind energy facility development; converting wind energy into electrical energy; collecting and transmitting the electrical energy converted from wind energy; and any and all other activities related to the foregoing.

3.2 Permitted Uses of Property by Lessee.

3.2.1 Option Term During the Option Term, the rights granted to Lessee in this Agreement permit Lessee, without limitation, to do the following:

(a) Extract soil samples, perform geotechnical tests, perform environmental studies, survey the Property or any portion thereof, take photographs of the Property or any portion thereof, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(b) Subject to Landowner’s consent, which consent shall not be unreasonably withheld, conditioned or delayed, construct, erect, install, reinstall, replace, relocate and remove from time to time, meteorological and wind measuring equipment, including but not limited to anemometer towers and all necessary and proper appliances and fixtures for use in connection with said towers, and SODAR units, to determine the feasibility of wind energy conversion on the Property, on adjacent property, or elsewhere; and
(c) Install or utilize any other improvements, including roads, facilities, machinery and equipment, on the Property that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, and conduct site clearing activities. Any such roads to be installed by Lessee will be sited on a portion of the Property as determined by Lessee with the prior written consent of Landowner, which consent shall not be unreasonably withheld, conditioned or delayed. Compensation for crop or timber damage will be pursuant to section 11.7.

3.2.2 Extended Term. During the Extended Term and any Renewal Term(s), if applicable, the rights granted to Lessee in this Agreement permit Lessee, to construct, erect, use, install, reinstall, replace, relocate, maintain and remove from time to time any of the following on the Property, on adjacent property or elsewhere:

(a) Wind Turbines, steel towers, foundations and concrete pads, support structure, footings, anchors, fences and other fixtures and facilities, maintenance, security, office and/or guest facilities, staging areas for the assembly of equipment, power generation facilities to be operated in conjunction with large wind turbine installations, control buildings, laydown areas, crane pads, and related facilities and equipment;

(b) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes for the purposes defined in this Agreement, which may be placed **overhead** or **underground** and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights of way on, along, in and under the Property, and energy storage facilities; and

(c) any other improvements, including roads, facilities, machinery and equipment, on the Property that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Any such roads to be installed by Lessee will be sited on a portion of the Property as determined by Lessee with the prior written consent of Landowner, which consent shall not be unreasonably withheld, conditioned or delayed.

3.2.3 All equipment, facilities, roads and structures installed on the Property under this Agreement shall be referred to as the “Wind Power Facilities.”

3.3 Permitted Uses. For the avoidance of doubt, the rights granted to Lessee in this Agreement permit Lessee during the Option Term, any Extended Term and any Renewal Term, without limitation, to undertake any other activities that
Lessee determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, biological, cultural and other tests and studies and conducting site tours to educate and demonstrate the ecological and other benefits of electrical generation from wind power. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee may (but shall not be required to) from time to time replace or repower Wind Power Facilities on the Property with newer model (and potentially larger) Wind Power Facilities, and (b) the activities contemplated by this Agreement may be accomplished by Lessee or one or more third parties authorized by Lessee.

3.4 Ingress and Egress. This Agreement includes the right of reasonable vehicular and pedestrian access, and ingress of and egress from the Wind Power Facilities (whether located on the Property, on adjacent property or elsewhere), during the Term over and across the Property by means of any existing roads and lanes thereon, and by such other route or routes as Lessee may construct on the Property from time to time in accordance with Section 3.2.1(c) and/or Section 3.2.2(c).

3.5 Easements.

3.5.1 In addition, Landowner hereby grants to Lessee the following easements (together, the “Operations Easements”) for the term of this Agreement: (a) an exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property; (b) an exclusive easement over the Property for audio, visual, view, light, flicker, noise, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or the operations of any Project; and (c) an exclusive easement to permit the rotors of Wind Power Facilities located on adjacent properties to overhang the Property.

3.5.2 To the extent that Landowner holds any access, utility, transmission or other easements, rights of way or licenses over lands in the general vicinity of the Property (the “Landowner Easements”), and Lessee determines that such Landowner Easements could be used for the benefit of a Project, then the same are hereby included in this Agreement, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee from time to time, Landowner shall grant to Lessee (or a party designated by Lessee), in recordable form and containing such terms and provisions as may reasonably be requested by Lessee, for no additional consideration, one or more subeasements of the Landowner Easements (each, a “Landowner Subeasement”). The term of each Landowner Subeasement shall run concurrently with the Term (or for a shorter period of time as is provided in the applicable Landowner Easement, or as may
be requested by Lessee), and shall terminate upon the expiration or termination of this Agreement.

3.5.3 Upon Lessee's request from time to time, Landowner shall grant to Lessee (or a party designated by Lessee), in recordable form and containing such terms and provisions as may reasonably be requested by Lessee, for no additional consideration, the following stand-alone easements (each, a "Separate Easement"): (a) one or more nonexclusive easements for access rights on, over and across the Property, including for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Wind Power Facilities on, under, over and across the Property, for the benefit of one or more Projects, in each such case as, where and to whom designated by Lessee. The term of each Separate Easement shall run concurrently with the Term (or for a shorter period of time as may be requested by Lessee), and shall terminate upon the expiration or termination of this Agreement.

3.5.4 With respect to each Operations Easement, Landowner Subeasement and Separate Easement (each, an "Easement"): (a) to the extent permitted by applicable federal, State and local laws, statutes, ordinances, orders, rules and regulations (each, a "Law"), such Easement shall be appurtenant to the applicable leasehold estate or easement; (b) such Easement shall run with the Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Landowner and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Landowner; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof if the same is needed; and (e) no use of or improvement to the Property or any lands benefited by the Easement, and no assignment or sublease hereof or thereof, shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. Survival of Covenants. The covenants, conditions, rights and restrictions in favor of Lessee under this Agreement, and Lessee’s reliance on and benefit from those covenants, conditions, rights and restrictions, may be as part of a larger wind energy Project or one or more separate Projects which will from time to time share structural and transmission components, ingress and egress, utility access, and other support, with the Wind Power Facilities located on the Property; accordingly, the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed invalid or inoperative or otherwise be disregarded while any portion of the Project on the Property or on an adjacent property are under development, being replaced, or operational.

5. Term.
5.1 **Option Term; Extended Term; Renewal Term(s).** Lessee's rights under this Agreement continue throughout the Option Term. If Lessee or any Assignee of Lessee (as defined in Section 13.1) either (a) begins any phase of construction of one or more turbines on the Property, and any such Wind Turbine generates electricity commercially during the Option Term, or (b) delivers notice to Landowner exercising Lessee's right to extend this Agreement for the Extended Term, then this Agreement shall automatically be extended for the Extended Term. In the event of any such extension for the Extended Term, the Extended Term shall commence on the first to occur of (i) the date of commencement of installation of one or more turbines on the Property which generates electricity commercially, or (ii) the date Lessee delivers notice to Landowner of Lessee's exercise of Lessee's right to extend this Agreement for the Extended Term. During the Extended Term, Lessee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term or any prior Renewal Term, elect to extend this Agreement for an additional Renewal Term commencing upon the expiration of the Extended Term or the prior Renewal Term, if applicable. For purposes of this Agreement, the "Term" shall mean the Option Term and, as applicable if exercised pursuant to this Agreement, the Extended Term and any Renewal Term(s). With respect to the extension of the Term of this Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum, or an amendment to any existing memorandum of this Agreement, evidencing the extension, satisfactory in form and substance to Lessee. Landowner hereby grants to Lessee a limited power of attorney to execute and record a memorandum, or an amendment to any existing memorandum of this Agreement, evidencing the extension on behalf of Landowner, which power of attorney is coupled with an interest and therefore shall be irrevocable for the term of this Agreement.

5.2 **Commercial Operation Date.** The "Commercial Operation Date" is the date upon which the Wind Turbine have been located on the Landowner's Property and interconnected to a transmission system and are capable of generating and transmitting electrical energy continuously and reliably to such transmission system in connection with commercial sales, excluding, however, electric energy delivered to such transmission system in connection with testing, start-up or commissioning. Lessee shall, within fourteen (14) days after the achievement of the Commercial Operation Date, provide written notice of that fact to Landowner.

5.2.1 Lessee shall within ninety (90) days following the Commercial Operation Date of the Project provide to Landowner detailed plans ("As-Built Drawings") indicating the location of the Wind Power Facilities constructed or placed on the Property.

5.2.2 For purposes of this Agreement, the term "Project or Projects" means the Wind Power Facilities and associated improvements (as described in Section 3) that are constructed, installed and/or operated on the Property and/or any wind power facilities constructed, installed and/or operated on any other property by or on behalf of Lessee or a designee of
Lessee and/or one or more affiliates of any or all thereof, as an integrated energy generating and delivery system. Lessee may determine, in its sole discretion, whether any particular group of wind power facilities and associated improvements (including the Wind Power Facilities) constitutes a single Project or multiple Projects for the purposes of this Agreement.

6. **Payments.** Lessee will pay Landowner the following amounts:

6.1 Option Term Payment(s). During the Option Term, Lessee shall pay Option Term Payment(s) to Landowner as follows:

6.1.1 Within thirty (30) days after the Effective Date, Lessee shall pay Landowner the Initial Option Term Payment which is consideration for the rights within this Agreement for the coming year.

6.1.2 Beginning on the first day of the first full calendar month following the first anniversary of the Effective Date, on an annual basis, Lessee shall pay to Landowner the applicable Subsequent Option Term Payment, each such payment to be made within fifteen (15) days after the first day of each year during the remainder of the Option Term.

6.1.3 Lessee’s obligation to make any Option Term Payments will discontinue on the earlier of (i) the first day of the Extended Term, (ii) the date of the expiration of the Term of this Agreement, or (iii) the date of the termination of this Agreement by Lessee.

6.2 Extended Term Rent. Commencing on the Commercial Operation Date and for the remainder of the Term, Lessee shall pay to Landowner, on an annual basis for each Commercial Operation Year, rent payments (“Extended Term Rent”), which payments shall be payable in arrears within thirty (30) days after the end of each Commercial Operation Year, calculated:

6.2.1 by dividing the total number of megawatt hours (“MWh”) of electricity generated by all the wind turbines located on the Property connected to the same Revenue Meter (as defined below) during the applicable Commercial Operation Year (as measured by the meter located at each such wind turbine that is connected to such Revenue Meter) by the total number of MWh of electricity generated by all the wind turbines included in the Project connected to such Revenue Meter during the same Commercial Operation Year (as measured by the meter located at each such wind turbine that is connected to such Revenue Meter)

6.2.2 multiplying the result in Section 6.2.1 by the Project Gross Revenue (as defined below) associated with such Revenue Meter for the same Commercial Operation Year; and

6.2.3 multiplying the result in Section 6.2.2 by the Lease Rate for such Commercial Operation Year; and

6.2.4 by adding to the result in Section 6.2.3 Four Thousand Dollars ($4,000) multiplied by the total MW of generating capacity of turbines (as
determined by the nameplate capacity for such turbines) located on the Property.

6.3 Lessee shall pay to Landowner a one-time Installation Fee (as set forth in Section 1.8) for each wind turbine installed on the Property by Lessee in any particular phase of construction. No additional Installation Fee shall be due upon any replacement or repower of an existing turbine or installation of a wind turbine on a relocated turbine site within the boundaries of the Property during the Term. Each Installation Fee shall be paid fifty percent (50%) upon Commencement of Construction (as defined below) of such wind turbine, and fifty percent (50%) at the Commercial Operation Date.

6.4 A “Revenue Meter” is a meter which determines the amount of electrical energy and capacity paid for by third parties; wind turbines in a Project may be connected to different Revenue Meters. The first “Commercial Operation Year” shall begin on the Commercial Operation Date, and shall expire twelve (12) months thereafter, and each subsequent Commercial Operation Year shall commence upon the expiration of the prior Commercial Operation Year, and shall expire twelve (12) months thereafter. “Commencement of Construction” shall mean the commencement of work consisting of the installation or construction of a wind turbine on the Property for the particular phase of construction, but shall not include survey or wind measurement work. A Wind Turbine shall be deemed to be “located” on the Property for purposes of this Agreement as of the date that such Wind Turbine has been tested successfully in accordance with industry standards and the turbine manufacturer’s requirements, interconnected with the transmission system to which the Project is interconnected and the Wind Turbine is available to produce and deliver electric energy to such transmission system on a regular basis. Any Extended Term Rent payable for less than a full calendar year shall be prorated on the basis of a 365-day year. Without limiting the foregoing, Extended Term Rent shall be prorated on a Wind Turbine by Wind Turbine basis to reflect changes in the total nameplate capacity rating of the Wind Turbine(s) located on the Property when a Wind Turbine is added to, or removed (without replacement) from, the Property, or derated, during any Commercial Operation Year. Notwithstanding the foregoing, in the event that, during any Commercial Operation Year, an existing Wind Turbine is repaired or replaced, or derated, resulting in an increase or decrease of not less than 0.10 MW in the nameplate capacity rating of such Wind Turbine, Extended Term Rent shall be adjusted to reflect such change in the total nameplate capacity rating of the Wind Turbine(s) on the Property as of the start of the next following Commercial Operation Year.

7. No Representation. Other than those representations and warranties set forth in Section 11 below, Lessee has neither made, nor makes, any representations or warranties, verbally, in any written estimates of production, in this Agreement or otherwise, concerning the likelihood that Lessee will install Wind Power Facilities on the Property or that any Wind Power Facilities located on the Property will be operated or will generate electricity sufficient to create any entitlement in Landowner to Operating Fees during any period of time. The decision as to whether or not to install Wind Power
Facilities on the Property, or to generate electricity from any Wind Power Facilities, shall be made by Lessee in Lessee's sole discretion, and Lessee shall have no liability to Landowner if Lessee elects not to install, (or operate) Wind Power Facilities on the Property. Landowner acknowledges that the operation of any Wind Power Facilities actually located on the Property is subject to adverse weather, lack of wind, equipment failures and other events beyond the control of Lessee which may interrupt or prevent electricity generation.

8. Ownership of Wind Power Facilities. Landowner shall have no ownership or other interest in any Wind Power Facilities located on the Property or any environmental attributes produced therefrom, including without limitation any and all credits, benefits, emissions reductions, offsets and allowances of any kind, howsoever entitled, attributable to the Wind Power Facilities or the electric energy, capacity or other generator-based products produced therefrom. The preceding sentence shall not negatively impact Landowner's right to receive any Extended Term Rent payable pursuant to Section 6.2. The manner of operation of the Wind Power Facilities, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Lessee.

9. Taxes. Lessee shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Wind Power Facilities on the Property, including any reclassification of the Property as a result of the Wind Power Facilities or this Agreement, to the extent that such increase is not separately assessed to Lessee and paid directly by Lessee to the taxing authorities. Lessee shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to receive payment or reimbursement of any such increased taxes hereunder that Landowner submit the real property tax bill to Lessee the earlier of (a) thirty (30) days after Landowner receives the bill from the taxing authority, or (b) ten (10) days prior to the due date of such real property tax bill. Lessee shall have the right to pay its portion of the real property taxes directly to the taxing authority. Landowner shall pay its portion of the real property taxes, and if Landowner fails to do so, Lessee shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority, and in such case Lessee may offset the amount of such payments from amounts due Landowner under this Agreement.

10. Cooperation. Lessee may challenge any real property taxes or assessments levied against the entire Property and/or against Lessee's interests in all or part of the Property in its own name, or in the name of, or on behalf of, the Landowner if necessary. Landowner shall, at the request of the Lessee, and at no cost or expense to Landowner, file and/or join any proceeding or action necessary to challenge real property taxes and assessments that are levied against all or part of the Property and/or the entire or partial tax parcel[s] upon or over which Lessee has any lease, easement or other interests. Landowner agrees to take any other necessary steps, at no cost or expense to Landowner, to allow Lessee to challenge real property taxes or assessments for which it is obligated to pay hereunder.

11. Lessee's Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants to Landowner as follows:
11.1 Landowner Activities. Landowner expressly reserves the right to use the Property for purposes of (a) farming, including the growing of crops, pasturing of livestock, and construction of farm-related buildings and related facilities; (b) cutting and removal of timber; (c) the mining and/or removal of sand, stone and/or any and all minerals, overburden materials, oil and/or gas, in, upon and/or underlying the Property, and (d) hunting and recreational vehicle use, and for any and/or all other lawful purposes, but only to the extent that (i) such use by Landowner does not, currently or in the future, interfere with Lessee’s operations hereunder or enjoyment of the rights hereby granted to Lessee; (ii) any such use does not include wind energy development or the installation or use of any facilities related to wind energy development or generation (which rights and uses are exclusively granted to Lessee in this Agreement), and (iii) any leases and easements entered into by Landowner with respect to the Property after the Effective Date shall expressly provide that they are subject and subordinate in all respects to this Agreement and to the rights of Lessee and any Lender or Assignee hereunder. Notwithstanding the foregoing and subject to Landowner’s rights under this Agreement, if there is any conflict or disagreement between Landowner and Lessee regarding their respective rights to develop and utilize the Permitted Areas or Easements, then Lessee’s use (for the purposes permitted in this Agreement) shall have first priority. Lessee shall make reasonable efforts not to disturb Landowner’s activities on the Permitted Areas or Easements to the extent such activities are consistent with Lessee’s rights under this Agreement. Lessee shall post (and shall have the right to gate) the access roads Lessee constructs going to the Wind Power Facilities as being private roads only for use by authorized personnel in connection with the Wind Power Facilities. Landowner may use or cross such roads only to the extent that Landowner does not interfere with Lessee’s rights under this Agreement.

11.2 Insurance. Lessee shall, at its expense, maintain a commercial general liability insurance policy insuring Lessee and Landowner against loss or liability caused by Lessee’s occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars ($5,000,000) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverages required by this Agreement shall be provided to Landowner at Landowner’s reasonable request. Lessee shall have the right to use a qualified program of self-insurance to meet the insurance requirements.

11.3 Indemnity. Lessee will defend, indemnify and hold harmless Landowner for, from and against liability for physical damage to property and for physical injuries or death to Landowner or its tenants, invitees, contractors or the public, to the extent caused by the operations, activities, negligence or willful misconduct of Lessee or its invitees, permittees or tenants. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 11.7 below) or any losses of rent, business opportunities, profits and the like that may result from Landowner’s loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Wind Power Facilities pursuant to this Agreement. Landowner
authorizes Lessee, at Lessee’s sole expense, to take reasonable safety and security measures to reduce the risk of damage to the Wind Power Facilities or the risk that the Wind Power Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the perimeter of the Wind Power Facilities, as Lessee may deem necessary or appropriate to secure or enclose the same, without unduly burdening Landowner’s use of the Property.

11.4 **Requirement of Governmental Agencies.** Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders and regulations of any governmental agency applicable to the Wind Power Facilities. In its sole discretion and through appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Landowner where appropriate or required, Lessee shall have the right to contest the validity or applicability to the Property or Wind Power Facilities of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Landowner shall cooperate in every reasonable way in such contest, provided Lessee reimburses Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance. Any such contest or proceeding, including any maintained in the name of Landowner, shall be controlled and directed by Lessee, but Lessee shall protect and indemnify Landowner from Lessee’s failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

11.5 **Construction Liens.** Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Lessee’s use of the Property pursuant to this Agreement; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after Lessee receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

11.6 **Hazardous Materials.** Lessee shall not violate, and shall indemnify Landowner against, any violation by Lessee or Lessee’s agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

11.7 **Crop/Timber Damage.**

11.7.1 Lessee shall pay Landowner one-time compensation of $350 per acre (prorated for fractional portions) for any and all portions of the Property that are taken out of commercial crop production from the Property during the construction of the Wind Power Facilities and any and all crops damaged as a direct result of Lessee’s construction of Wind
Power Facilities on the Property. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Lessee’s construction of Wind Power Facilities on the Property materially interferes with Landowner’s ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Lessee’s commencing construction of the Wind Power Facilities on the Property. After construction is complete, Lessee shall not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner’s inability to grow crops or otherwise use the Property as a result of the existence or operations of the Wind Power Facilities on the Property, and no further payment will be made to Landowner for crop damage.

11.7.2 Lessee shall cause the cutting of trees on the Property as may be necessary for the exercise of the rights granted to Lessee pursuant to this Agreement. At least thirty (30) days prior to any cutting of trees by Lessee, Lessee will inform Landowner of the trees that are required to be cut in order to give Landowner the opportunity to capture the timber value of the trees. In the event Lessee fails to give Landowner such thirty (30) days advance notice regarding the trees to be cut by Lessee, Lessee will reimburse Landowner for the timber value of the destroyed trees, which value will be determined by Lessee and Landowner based upon the prevailing market value for commercial timber at the time of such cutting.

11.7.3 Landowner understands that, as the Project alignment may transect the boundaries of properties owned by third parties, the removal of trees from the Property may be necessary for the benefit of the performance of Wind Turbines located on adjacent property, Landowner agrees that, subject to the requirement for written notice contained in this Section 11.7, trees may be removed from the Property as required for the efficient operation of Wind Turbines located on the Property or on adjacent properties.

12. **Landowner’s Representations, Warranties and Covenants.** Landowner hereby represents, warrants and covenants to Lessee as follows:

12.1 **Landowner’s Authority.** Landowner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. No rights to convert the wind resources of the Property or to otherwise use the Property for wind energy purposes have been granted to or are held by any party other than Lessee. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property (including spouses) are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.
12.2 **No Interference.** Landowner’s activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with rights granted to Lessee under this Agreement with respect to: (i) the development, siting, permitting, construction, installation, maintenance, operation, replacement, relocation or removal of Wind Power Facilities, whether located on the Permitted Area or elsewhere; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Wind Power Facilities, whether located on the Permitted Area or elsewhere; or (iv) the undertaking of any other activities of Lessee permitted under this Agreement. In no event during the term of this Agreement shall Landowner construct, build or locate or allow others to construct, build or locate any wind energy conversion system, Wind Turbine or similar project on the Property.

12.3 **Title Review and Cooperation.** Landowner shall cooperate with Lessee to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner’s fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Lessee under this Agreement. If Lessee and Landowner are unable to obtain such agreements from any third party holding an interest in the Property, Lessee, in addition to any other rights provided for herein, shall be entitled (but not obligated) to make payments in fulfillment of Landowner’s obligations to such third party and may offset the amount of such payments from amounts due Landowner under this Agreement. Landowner shall also provide Lessee with any further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

12.4 **Requirements of Governmental Agencies/Lenders.** Landowner shall assist and fully cooperate with Lessee in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Lessee in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of Wind Power Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Lessee shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expenses in advance. Landowner shall make available to Lessee copies of all field tiling surveys, environmental, geotechnical and other site assessments, surveys, plans and other such records of Landowner to the extent such information relates directly to the proposed Wind Power Facilities.

12.5 **Indemnity.** Landowner will defend, indemnify and hold harmless Lessee for, from and against liability for physical damage to property (including, without limitation, Lessee’s roads) and for physical injuries or death to Lessee or its
tenants, invitees, contractors or the public, to the extent caused by the operations, activities, negligence or willful misconduct of Landowner or its invitees, permittees or tenants.

12.6 **Hazardous Materials.** Landowner represents that to its best knowledge (a) no substance, material or waste which is now or at the time of discharge classified as hazardous or toxic, or which was or is regulated under federal, state or local laws or regulations ("Hazardous Materials") has been deposited on the Permitted Area in the past, (b) there are no ongoing activities which might result in such deposits, and (c) no Hazardous Materials, as defined as of the date of this Agreement, are existing on or under the Permitted Area. Landowner warrants not to engage in any deposit of Hazardous Materials, as defined as of the date of this Agreement, on the Permitted Area. Further, Landowner shall not violate, and shall indemnify Lessee for, from and against any violation (past, present or future) by Landowner or Landowner's agents or contractors of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Material or any other substance, material or waste which is regulated under current or future federal, state or local laws or regulations, on or under the Permitted Area.

12.7 **Quiet Enjoyment.** Landowner covenants and warrants that Lessee shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire Term without hindrance or interruption by Landowner or any other person or entity subject to the terms of this Agreement.

12.8 **Waiver of Nuisance.** Landowner has been informed by Lessee and understands that the presence and operations of the improvements on the Permitted Area and on adjacent property will potentially result in some nuisance to Landowner, such as: (i) higher noise levels than currently occur at the Permitted Area and the surrounding area; (ii) visual impact; (iii) "flickering" reflections and/or shadowing from the Wind Turbine rotors. Landowner hereby accepts such nuisance and waives any right that Landowner may have to object to such nuisance (and Landowner releases Lessee from any claims Landowner may have with respect to any such nuisance). Lessee will exercise reasonable efforts to keep such nuisances, if any, to a minimum.

12.9 **Landowner Consent.** Notwithstanding the provisions in Section 2.2, to the extent that this Agreement provides for the requirement of Landowner's consent, if within ten (10) days after Landowner's receipt of Lessee's written request for such consent, Landowner does not give notice of its reasons for not consenting to Lessee's request, Landowner shall conclusively be deemed to have given its consent. If within such ten (10) day period, Landowner gives notice of its reasons for not consenting to Lessee's request, then Landowner and Lessee shall promptly meet to discuss Landowner's comments and concerns, and Landowner and Lessee shall use their respective best efforts to address such comments and concerns in a reasonable manner. In the event a resolution is not reached, Lessee and Landowner shall be entitled to pursue all of their respective rights and remedies contained herein.
12.10 No Conflict of Interest.

12.10.1 Neither Landowner nor any Relative (as defined below) of Landowner is as of the Effective Date nor has been within the two (2) years preceding the Effective Date been a Municipal Officer (as defined below) except to the extent Landowner has provided Lessee with written notice on or before the Effective Date.

12.10.2 To the extent Landowner or any Relative of Landowner is a Municipal Officer, Lessee acknowledges that no obligations (including, without limitation, the payment of any money, goods or other compensation) of either Landowner or Lessee under this Agreement or under any other agreement, contract, memorandum or other understanding are contingent on such Municipal Officer’s appearance before or action as a member of any Municipal agency.

12.10.3 To the extent Landowner or any Relative of Landowner is a Municipal Officer, such Municipal Officer shall recuse him- or herself from any official conduct in connection with Lessee’s development of any wind power facilities.

12.10.4 Landowner shall provide Lessee with written notice within fifteen (15) days of the date Landowner or any Relative of Landowner becomes a Municipal Officer.

12.10.5 For the purposes of this Section 12.10, “Municipal Officer” means any officer or employee of a municipality, whether paid or unpaid and includes, without limitation, members of any officer, board, body, advisory board, counsel, commission, agency, department, district, administration, division, bureau or committee of the municipality. “Municipal Officer” also includes any entity that is directly or indirectly controlled by, or is under common control with, such officer or employee. “Municipal Officer” shall not include: (a) a judge, justice, officer or employee of the unified court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the municipality or to restrict authority of the municipality to act.

12.10.6 For the purposes of this Section 12.10, “Relative” means a spouse or domestic partner, child, step child, sibling or parent of a Municipal Officer of a person claimed as a dependent on the Municipal Officer’s latest individual state income tax return.

13. Assignment; Subleases; Cure.

13.1 Assignees. Lessee and any Assignee (as defined below) shall have the right, at any time and without the consent of Landowner, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Property: grant co-leases, separate leases, subleases, easements, licenses or
similar rights (however denominated) to one or more Assignees (as defined below); or sell, convey, lease, assign, finance, mortgage, encumber or transfer to one or more Assignees or Lenders (as hereinafter defined) this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Property or in any or all of the Wind Power Facilities that Lessee or any other party may now or hereafter install on the Property. An “Assignee” is any of the following: (i) any Lender that, through exercise of its rights under its mortgage, deed of trust or other security interest(s), or through a deed in lieu of foreclosure, or otherwise, succeeds to title to an interest in this Agreement; (ii) any one or more parties who succeed to the leasehold interest of Lessee as an Assignee or to whom a sublease is conveyed by Lessee or an Assignee; (iii) any purchaser or lessee of any of the Wind Power Facilities, or any purchaser of all or substantially all of the membership interests in Lessee, or of all or any portion of Lessee’s interest in this Agreement, or any investor in Lessee or in any Wind Power Facilities; or (iv) any Affiliate (as hereinafter defined) of Lessee or a corporation, limited liability company, partnership or other entity that acquires all or substantially all of Lessee’s or Lessee’s business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means. Any “Assignee” of Lessee pursuant to the terms of this Agreement shall have all of the rights and benefits of Lessee under this Agreement. Lessee or an Assignee that has assigned an interest under this Agreement, or that has conveyed a sublease, will give notice of such assignment or sublease (including the address of the assignee or sublease thereof for notice purposes) to Landowner, provided that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Landowner with respect to such assignment or sublease until such notice shall have been given. An “Affiliate” means, with respect to Lessee, any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Lessee. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or partnership interests, by contract or otherwise.

13.2 Lender/Assignee Obligations. No Lender or Assignee that does not directly hold an interest in this Agreement, and no Lender or Assignee that holds an interest in or lien on or security interest in this Agreement for security purposes, shall have any obligation or liability under this Agreement prior to the time that such Lender or Assignee directly holds an interest in this Agreement or, in the case of an interest, lien or security interest for security purposes, the holder thereof succeeds to absolute title to such interest, in this Agreement. Any such Lender or Assignee shall be liable to perform obligations under this Agreement only for and during the period such Lender or Assignee directly holds such interest or absolute title. Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that liability is assumed by the Assignee.
13.3 Right to Cure Defaults/Notice of Defaults/Right to New Lease. To prevent termination of this Agreement or any partial interest therein, Lessee or any Assignee shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of Lessee or any Assignee hereunder or necessary to cure any default and to prevent the termination of this Agreement. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee or an Assignee, Landowner shall give written notice of the default to each Assignee concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. Each such Assignee shall have the same period after receipt of the default notice as is given to Lessee to remedy or cause to be remedied the default plus, in each instance, (i) an additional thirty (30) days after receipt of the default notice in the event of any monetary default (meaning any failure to pay when due any rent, real property taxes, insurance premiums or other monetary obligation under this Agreement); and (ii) an additional thirty (30) days after receipt of the default notice in the event of any other type of default, provided that such 30-day period shall be extended for the time reasonably required to complete such cure, provided the Assignee acts with reasonable and continuous diligence. If Lessee or an Assignee holds an interest in less than all the rights and interests under this Agreement, the Property or the Wind Power Facilities, any default under this Agreement shall be deemed remedied, as pertaining to Lessee’s or such Assignee’s partial interest, and Landowner shall not disturb such partial interest, if Lessee or the Assignee shall have cured its pro rata portion of the default by paying the fees attributable to the Wind Power Facilities in which Lessee or the Assignee holds an interest. In the event of an uncured default by Lessee, or by an Assignee of Lessee’s entire interest in this Agreement, or in the event of a termination of this Agreement by agreement, by operation of law or otherwise, each Assignee of a partial interest in this Agreement shall have the right to demand, and the Landowner shall grant and enter into, a new lease, substantially identical to this Agreement, by which such Assignee of a partial interest in the rights and interests under this Agreement shall be entitled to, and Landowner shall not disturb, the continued use and enjoyment by such Assignee of the Property, or portion of the Property, for the full Term of this Agreement, as set forth in Section 5 of this Agreement, or such shorter term as said Assignee may otherwise be entitled pursuant to its assignment or sublease. Further, in the event of an uncured default by Lessee or by an Assignee of Lessee’s entire interest in this Agreement, or in the event of a termination of this Agreement by agreement, by operation of law or otherwise, Landowner hereby agrees that, if and for so long as (i) any Assignee who is a sublessee of Lessee or of an Assignee is not in default under the sublease (beyond any period given Lessee or an Assignee under this Agreement to cure such default), (ii) such Assignee attorns to the Landowner, and (iii) the terms and conditions of such Assignee’s sublease do not contravene the terms and conditions of this Agreement, Landowner shall (a) recognize such sublease, (b) not diminish nor interfere with such Assignee’s possession of the portion of the Property covered by the sublease or with any term extension or renewal rights in the sublease, and
(c) not disturb such Assignee’s occupancy of such portion of the Property for the full term of this Agreement or such shorter term to which such Assignee may be entitled under the sublease. An Assignee which is, or in the future becomes, a sublessee of Lessee, or a sublessee of an Assignee, is an intended third party beneficiary of the provisions of this Section 13.3 and entitled to enforce this provision.

13.4 Acquisition of Interest. The acquisition of all or any portion of Lessee’s or an Assignee’s interest in the Property or the Wind Power Facilities or this Agreement by a Lender, another Assignee or any other person through foreclosure or other judicial or nonjudicial proceedings in the nature thereof or any conveyance in lieu thereof, shall not require the consent of Landowner or constitute a breach of any provision or a default under this Agreement, and upon such acquisition or conveyance Landowner shall recognize the Lender, the Assignee, or such other party, as Lessee’s or such other Assignee’s proper successor.

14. Lender Protection.

14.1 Lessee’s Right to Pledge. Lessee may, at any time and without the consent of Landowner, grant to any person or entity (herein, together with that person’s or entity’s successors and assigns, a “Lender”) one or more mortgages, trust deeds or similar security interests in all or any part of its interests under this Agreement and/or its interest in the Wind Power Facilities (a “Mortgage”). In the event any such Mortgage is granted, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in the following provisions of this Section 14, upon delivery to Landowner of notice of its name and address.

14.2 Consent to Modification, Termination or Surrender. So long as any Mortgage remains in effect, this Agreement shall not be modified, and Landowner shall not accept a surrender of any of the Permitted Area or a termination or release of this Agreement prior to expiration of all periods described in Section 5, without the prior written consent of all Lenders.

14.3 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies for any alleged default under this Agreement, Landowner shall give written notice of the default to each Lender from whom Landowner has received notice from pursuant to Section 14.1 above, concurrently with delivery of such notice to Lessee or any Assignee, as applicable, specifying in detail the alleged default and the required remedy. In such event, the following provisions shall apply:

14.3.1 The Lender shall have the same period after receipt of the default notice as is given to Lessee or Assignee to remedy or cause to be remedied the default plus, in each instance, (i) an additional thirty (30) days after receipt of the default notice in the event of any monetary default (meaning any failure to pay when due any rent, real property taxes, insurance premiums or other monetary obligation under this Agreement); and (ii) an additional thirty (30) days after receipt of the default notice in the event of
any other type of default, provided that such thirty (30) day period shall be extended for the time reasonably required to complete such cure, including the time required for the Lender to perfect its right to cure such default by obtaining possession of the Permitted Area (including possession by a receiver) or by instituting and completing foreclosure proceedings (including, if the Lender is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee or any defaulting Assignee from commencing or prosecuting the proceedings described above, any such additional time necessitated by such prohibition), provided the Lender acts with reasonable and continuous diligence. Lenders shall have the absolute right to do any act or thing required to be performed by Lessee or any Assignee under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any rights under this Agreement as if done by Lessee or the Assignee itself.

14.3.2 During any period of possession of the Permitted Area by a Lender (or a receiver requested by such Lender) and/or during the pendency of any foreclosure proceedings instituted by a Lender, the Lender shall pay or cause to be paid the rent and all other monetary charges payable by Lessee or any Assignee which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Lessee’s or any Assignee’s leasehold estate by the Lender or its assignee or designee as a result of foreclosure or assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Lender or other party acquiring title to the leasehold estate shall, as promptly as reasonably possible, commence the cure of all other defaults hereunder and thereafter diligently process such cure to completion, whereupon Landowner’s right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, the Lender or other party acquiring title to the leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party (“Non-Curable Defaults”). Non-Curable Defaults shall be deemed waived by Landowner upon completion of foreclosure proceedings or acquisition of Lessee’s or Assignee’s interest in this Agreement by such party.

14.3.3 Upon the sale or other transfer of the leasehold interests acquired pursuant to foreclosure or assignment in lieu of foreclosure, the Lender or other acquiring party shall have no further duties or obligations hereunder.

14.3.4 Neither the bankruptcy nor the insolvency of Lessee or any Assignee shall be grounds for terminating this Agreement as long as the rent and all other monetary charges payable by such Lessee or Assignee are paid by the Lender in accordance with the terms of this Agreement.
14.3.5 Nothing herein shall be construed to extend this Agreement beyond periods contemplated in Section 5 or to require a Lender to continue foreclosure proceedings after the default has been cured. If the default is cured and the Lender discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

14.4 **New Lease to Lender.** If this Agreement terminates as a result of any default, foreclosure or assignment in lieu of foreclosure, or bankruptcy, insolvency or appointment of a receiver in bankruptcy, or if this Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, Landowner shall give prompt written notice to the Lenders. Landowner shall, upon written request of the first priority Lender that is made within ninety (90) days after notice to such Lender, enter into a new lease of the Property with such Lender, or its designee, within thirty (30) days after the receipt of such request. Such new lease (i) shall be effective as of the date of the termination or rejection of this Agreement (as applicable), (ii) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination, (iii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Lessee or any Assignee prior to rejection or termination of this Agreement), (iv) shall include that portion of the Permitted Area in which Lessee or such Assignee had an interest on the date of rejection or termination, and (v) shall be subject to all existing subleases entered into pursuant to this Agreement, provided that the subtenants are not then in default. Upon the execution of any such new lease, the Lender shall (a) pay Landowner any amounts which are due Landowner from Lessee or any Assignee, (b) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated or rejected) from the date of termination or rejection to the date of the new lease, (c) perform all other obligations of Lessee and/or Assignee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Lender; and (d) agree in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Lessee or any Assignee that would have accrued under this Agreement up to the date of commencement of the new lease, except those obligations which constitute Non-Curable Defaults.

Any new lease granted to the Lender shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Landowner. The provisions of this Section 14 shall survive termination of this Agreement and shall continue in effect thereafter and, from the effective date of termination to the date of execution and delivery of such new lease, such Lender may use and enjoy said Property without hindrance by Landowner or any person claiming by, through or under Landowner, provided that all of the conditions for a new lease as set forth in this Section 14.4 are complied with.

14.5 **Subleases.** During any periods following termination of this Agreement in which any Lender is entitled to enter into a new lease of the Property pursuant to Section 14.4, Landowner will not terminate any sublease or the rights of any sublessee thereunder unless the sublessee is in default under such sublease.
During such period, if the Landowner receives any excess rent and other payments due from sublessees, including any sublessees whose attornment Landowner has agreed to accept, Landowner will do so as agent of such Lender and shall deposit such rents and payments in a separate and segregated account in trust subject to a right of setoff against amounts due to Landowner. Upon the execution and delivery of a new lease with Lender or Lender’s designee, Landowner shall account to its counter-party under such new lease for the rent and other payments made under such subleases, and the counter-party shall then assign the rent and other payments due under such subleases to any Lenders under this Agreement. The collection of rent by Landowner acting as an agent pursuant to this Section 14.5 shall not be deemed an acceptance by Landowner for its own account of the attornment of any sublessee unless Landowner shall have agreed in writing with such sublessee that its subtenancy shall be continued following the expiration of any period during which a Lender may be granted a new lease, in which case such attornment shall take place upon the expiration of such period but not before. Landowner shall not be under any obligation to enforce any subleases.

14.6 No Waiver. No payment made to Landowner by any Lender shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement or a waiver of the Lender’s rights with respect to any wrongful, improper or mistaken notice or demand with respect to such payment.

14.7 No Merger. There shall be no merger of this Agreement, or of the leasehold estate or other interests created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or any such interests may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property, and all persons (including Lenders) having an interest in or under this Agreement and any portion of the fee estate shall join in a written instrument effecting such merger and shall duly record the same.

14.8 Further Amendments; Estoppel Certificates. Upon request, Landowner shall (a) amend this Agreement to include any provision reasonably requested by a proposed Lender, provided such amendment does not materially impair Landowner’s rights or substantially increase the burdens or obligations of Landowner under this Agreement, and (b) execute such estoppel certificates (certifying as to such matters as Lessee or any Lender may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case) and other additional instruments reasonably requested by Lessee or any Lender to evidence the status of this Agreement and the rights of Lessee and/or Lender (as applicable) under this Agreement.

15. Termination.

15.1 Lessee’s Right to Terminate. Lessee, in its sole and absolute discretion, shall have the right to terminate this Agreement, and Assignees shall have the right to terminate their respective interests in or under this Agreement, as to all or
any part of the Property at any time, effective upon thirty (30) days’ written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property, and Lessee will be obligated to satisfy the obligations set forth in Section 15.3 for that portion of the Property with respect to which Lessee has exercised such termination right.

15.2 Landowner’s Right to Terminate. Landowner shall have the right to terminate this Agreement only if (i) a material default in the performance of Lessee’s obligations under this Agreement shall have occurred and remains uncured, (ii) Landowner simultaneously notifies Lessee and all Lenders and Assignees in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (iii) the default shall not have been remedied within sixty (60) days after Lessee (or within one hundred twenty (120) days in the case of all Lenders and Assignees) receives the written notice, or, if such remedy will take longer than sixty (60) days for Lessee (or one hundred twenty (120) days for any Lender or any Assignee), Lessee (or Lender or Assignee on Lessee’s behalf) has not begun diligently to undertake to cure within the relevant time period and thereafter diligently prosecutes the cure to completion.

15.3 Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Lessee shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Lessee’s right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Wind Power Facilities and any Lessee installed below grade improvements to a level three (3) feet below grade from the Property or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Lessee fails to remove such Wind Power Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Lessee shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

15.4 Cumulative Remedies. Subject to the other terms and conditions of this Agreement, each party shall have all rights and remedies available at law and in equity for any breach of this Agreement by the other party.


16.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of “Force Majeure” (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes
are removed. "Force Majeure" means fire, earthquake, flood, violent storms, fires, damage or destruction by lightning and other natural causes; or other casualty or accident; strikes or labor disputes; war, terrorism, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, boycotts, strikes (other than strikes of employees of a party hereto) or any other act or condition beyond the reasonable control of a party hereto.

16.2 Confidentiality. Landowner shall maintain in the strictest confidence, for the benefit of Lessee and any Assignee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Wind Power Facilities, and the like, whether disclosed by Lessee or any Assignee, or discovered by Landowner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Landowner or its employees or agents; or (ii) was already known to Landowner at the time of disclosure and which Landowner is free to use or disclose without breach of any obligation to any person or entity. Landowner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee or any Assignee. Notwithstanding the foregoing, Landowner may disclose such information to (a) Landowner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Landowner regarding this Agreement or in connection with the proposed sale or refinancing of the Property; (b) any prospective purchaser of the Property who has a made a written offer to purchase or otherwise acquire the Property that Landowner desires to accept; or (c) pursuant to lawful process, subpoena or court order requiring such disclosure, provided that Landowner (1), at a reasonable time prior to such disclosure, notifies Lessee of such anticipated disclosure, and (2) in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee. Landowner shall get Lessee's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive or confidential information with respect to this Agreement, the wind power project to be constructed on the Permitted Area by Lessee, or any other existing wind power project owned or operated by Lessee. The provisions of this Section 16.2 shall survive the termination or expiration of this Agreement.

16.3 Successors and Assigns. The Agreement shall burden the Property and shall run with the land. This Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in Section 13 hereof, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to "Lessee" in this Agreement shall be deemed to include Assignees which hold a direct ownership interest in this Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.
16.4 **Memorandum of Agreement.** This Agreement shall not be recorded. Landowner and Lessee shall execute in recordable form (and Lessee shall then record) a memorandum of the rights granted to Lessee pursuant to this Agreement substantially in the form of the Memorandum Of Agreement. Landowner hereby consents to the recordation of the interest of an Assignee in the Property.

16.5 **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

- **If to Landowner:**
  - Telephone: 315-

- **If to Lessee:**
  - Atlantic Wind LLC
  - c/o Iberdrola Renewables, Inc.
  - 201 King of Prussia Road, Suite 500
  - Radnor, PA 19087
  - Attention: Contracts
  - Telephone: 610.254.9800
  - Facsimile: 610.254.9781

- **With copies to:**
  - Iberdrola Renewables, Inc.
  - 1125 NW Couch, Suite 700
  - Portland, OR 97209
  - Attention: Contract Administration

- **If to any Assignee:**
  - At the address indicated in the notice to Landowner provided under Section 13.1 hereof
Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

16.6 Entire Agreement; Amendments. This Agreement and all Exhibits and Schedules hereto constitute the entire agreement between Landowner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement, or a subsequent writing signed by both parties, is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

16.7 Legal Matters.

16.7.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State in which the Property is located. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the federal court located in the county in which the Property is situated, or if none, then a federal court nearest the county in which the Property is situated; provided, that if the federal court does not have jurisdiction over the subject matter of the dispute, then such dispute shall be resolved in the state courts located in the capital city of the State in which the Property is situated.

16.7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER LANDOWNER NOR LESSEE SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND LESSEE HEREBY WAIVE, ANY AND ALL RIGHTS TO RECOVER (FOR THEMSELVES AND FOR ANY PERSON CLAIMING BY OR THROUGH LANDOWNER OR LESSEE) ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGE(S).

16.7.3 EACH OF LANDOWNER AND LESSEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION
HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF LANDOWNER AND LESSEE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

16.8 **Partial Invalidity.** Should any provision of this Agreement be held in a final and unappealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect and unimpaired by the court's holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than the longest period permitted by applicable law.

16.9 **Condemnation.** As used herein, the term "Taking" means the taking or damaging of the Property, the Wind Power Facilities, the rights granted to Lessee pursuant to this Agreement, the Easements or any part thereof (including severance damage) by eminent domain, by condemnation or for any public or quasi-public use. A party who receives any notice of a Taking shall promptly give the other party a copy of the notice, and each party shall provide to the other party copies of all subsequent notices or information received with respect to such Taking. If a Taking occurs, then the compensation payable therefor, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest, shall be distributed proportionally to Lessee and Landowner based on the values of their respective interests and rights in this Agreement, the Permitted Area and the use thereof, taking into account (a) with respect to Lessee (i) the Taking of or injury to the rights granted to Lessee pursuant to this Agreement, to the Easements or to the Wind Power Facilities, (ii) any cost or loss that Lessee may sustain in the removal and/or relocation of the Wind Power Facilities, or Lessee's chattels and fixtures and (iii) Lessee's anticipated or lost profits, damages because of deterrent to Lessee's business and any special damages of Lessee; and (b) with respect to Landowner, the Taking of the fee title and cost to remove chattels and fixtures.

16.10 **Tax Credits.** If under applicable law the holder of a leasehold interest in the nature of that held by Lessee or any Assignee under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Lessee's option, Landowner and Lessee agrees to act reasonably and in good faith to amend this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

16.11 **No Partnership.** Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
16.12 **Sanitary Facilities.** Lessee shall provide sanitary facilities for all its workers and employees at the Property. All permits required by the Law which regulate these facilities will be procured by Lessee. Lessee shall be responsible for removal from the Property all waste generated by Lessee’s conduct and development on the Property at regular intervals through the Term.

16.13 **Utilities.** Lessee agrees to pay all utility costs incurred on the Property by reason of the Lessee’s operations.

16.14 **Third-Party Access.** Both parties shall have the power and authority to control and prevent access by third parties to the Property or Permitted Areas, as applicable, if such third parties have not been authorized by either Landowner or Lessee. Either party may invite third parties upon the Property or Permitted Areas, as applicable, without permission from the other so long as no material inconvenience is caused to the other party. Lessee shall invite third parties only for purposes relevant to this Agreement.

16.15 **Overhangs and Adjacent Property.** Landowner understands that, as the boundary between the Permitted Area and adjacent property might extend at or near to the topographic crest of the geologic feature upon which the Permitted Area is located or for other reasons may be located near the boundary of the Property, and that optimal siting of Wind Turbines requires their placement at or near to such topographic crest or boundary such that the blades of a turbine located on the Permitted Area might overhang such adjacent property; similarly, the blades of a turbine located on an adjacent property might overhang the Permitted Area. Landowner hereby agrees to such overhang, if any, with respect to the Permitted Area by blades of Wind Turbine(s) located on adjacent property. Landowner further agrees, should zoning regulations be proposed that might prevent such overhangs or institute property-line set-back requirements more restrictive in nature than those indicated on the Wind Power Facilities Layout Plan, to cooperate with Lessee in obtaining exemption from such regulations for any Wind Turbines associated with the Project and sited according to the Wind Power Facilities Layout Plan.

16.16 **Safety Zone.** If permitted by applicable law, Lessee reserves the right to designate the Permitted Area as a Safety Zone, as may be described under the statutes of the State.

16.17 **Counterparts.** This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

16.18 **Time of the Essence.** Time is of the essence with respect to Landowner’s and Lessee’s rights and obligations under this Agreement.

16.19 **Construction.** In this Agreement the following rules of construction and interpretation shall apply:

16.19.1 The words “include” and “including” shall be construed for purposes of this Agreement as being followed by the phrase “without limitation;”
The meanings of the terms defined herein are applicable both to the singular and the plural and to the masculine and the feminine forms;

References to "Sections," "Schedules" and "Exhibits" are, unless expressly specified otherwise, references to Sections of, and Schedules and Exhibits to, this Agreement;

References to "$" or "Dollars" means United States Dollars;

References to any document, instrument or agreement shall, unless expressly specified otherwise, include all exhibits, schedules and other attachments thereto;

Titles and headings of the Sections and subsections of this Agreement are for the convenience of reference and do not form a part of this Agreement and shall not in any way affect the interpretation of this Agreement;

The words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement;

All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied;

References to this Agreement shall include a reference to all Schedules and Exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time;

References to any agreement, document or instrument shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time;

Relative to the determination of any period of time, "from" means "including and after," "to" means "to but excluding" and "through" means "through and including"; and

References to applicable law shall mean a reference to such applicable law as the same may be amended, modified, supplemented or restated and be in effect from time to time, including rules and regulations promulgated thereunder.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, Landowner and Lessee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE: Atlantic Wind, LLC., an Oregon Limited Liability Company

By: __________________________________________
Printed Name: __________________________________
Title: __________________________________________

By: __________________________________________
Printed Name: __________________________________
Title: __________________________________________

LANDOWNER:

Printed Name: __________________________________

Printed Name: __________________________________

ACKNOWLEDGMENT OF LESSOR
State of _________

County of _________

On the _______ day of ________, in the year 2010 before me, the undersigned, personally appeared _________ personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such an appearance before the undersigned in the Town of___________, ________________.

_____________________________
Notary Public

State of _________

County of _________

On the _______ day of ________, in the year 2010 before me, the undersigned, personally appeared _________ personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such an appearance before the undersigned in the Town of___________, ________________.

_____________________________
Notary Public

32
ACKNOWLEDGEMENT OF LESSEE

State of __________  
County of __________

On the _____ day of __________, in the year 2010 before me, the undersigned, personally appeared __________________ personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such an appearance before the undersigned in the Town of __________, ____________.

__________________________
Notary Public