

WIND POWER GROUND LEASE

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SCHEDULE “A”

DEFINITIONS

SCHEDULE "B"

PLAN OF SURVEY OR SKETCH OF LEASED LANDS

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**SKETCH OF TEMPORARY WORKSPACE, INCLUDING TEMPORARY ACCESS
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SCHEDULE "D"

THE LANDS

WIND POWER GROUND LEASE

THIS INDENTURE OF LEASE made effective the ____ day of _____, A.D. 200_ (the "Effective Date")

BETWEEN:

_____ of _____,
in the Province of Ontario (hereinafter called the "**Lessor**")

- and -

BOREAS WIND PARTNERS INC.,

a corporation incorporated under the laws of the Province of Ontario (hereinafter called the "**Lessee**")

WHEREAS the Lessor is the registered owner of an estate in fee simple, subject, however, to the exceptions, conditions, Encumbrances, liens and interests as registered on title of and in that certain parcel or tract of land situate, lying and being in the Province of Ontario known as:

(hereinafter called the "**Lands**", which may be more particularly described in Schedule "A", if any, attached hereto);

AND WHEREAS the Lessor granted an option to the Lessee pursuant to an Option Agreement dated the ____ day of _____, 200_ to allow the Lessee the opportunity to assess the wind resources over the Lands and, if satisfactory, to lease some or all of the Lands for the potential installation of Wind Turbines, Permanent Access Roads and Temporary Workspace for wind power electricity generating facilities.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree with each other as follows:

ARTICLE I

PURPOSE, USE AND DEFINITION

1.1 Purpose and Use

The Lessor has agreed to lease and grant a certain portion of the Lands to the Lessee for the purposes and uses as may be necessary or useful to assess and evaluate the wind resources over such Lands and, if suitable for the purposes of the Lessee in its sole discretion, the installation of either or both of Anemometers to further measure such wind resources or windpower electricity generating facilities including wind driven turbines and the transmission of electricity for use or sale created therefrom.

Without restricting the generality of the foregoing, these purposes and uses include the right, license, liberty and privilege to enter upon, use and occupy the Leased Lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair any Wind Turbines and all appurtenances thereto installed by the Lessee. All of which, shall be installed only by the Lessee at its sole cost and expense and notwithstanding any rule of law or equity, shall at all times remain chattels of and the property of the Lessee even though attached to the Leased Lands. The Leased Lands may or may not initially include a Permanent Access Road, as provided in subsection 2.1(c) below; and

1.2 Definition

The words and phrases defined in Schedule "A" shall have the meaning in this Lease as set out in Schedule "A".

ARTICLE II

THE LANDS

LEASE AND GRANT

2.1 THE LESSOR, in consideration of one (\$1.00) dollar (the receipt and sufficiency of which is hereby acknowledged) and at the rental hereinafter set forth, **HEREBY LEASES AND GRANTS** to the Lessee all and singular:

(a) Leased Lands: those parts or portions of the Lands shown outlined in red on the sketch or plan identified as Schedule "A" hereto attached from time to time (hereinafter called the "**Leased Lands**"), to be held exclusively by the Lessee as tenant for the Term of twenty-one (21) years less one (1) day from the Commencement Date hereof (hereinafter called the "Term") and for so long thereafter as it may be renewed in accordance with the provisions hereof. The Leased Lands may or may not initially include a Permanent Access Road, as provided in subsection 2.1(c) below; and .

(b) Temporary Workspace: those parts or portions of the Lands required for:

(i) the ongoing, non-exclusive and repeated right to enter upon, use, occupy and access additional portions of the Lands surrounding the Leased Lands as a temporary workspace (such areas hereinafter collectively called the "**Temporary Workspace**") being those parts or portions of the Lands shown outlined in green on the sketch or plan identified as Schedule "B" hereto attached, for the purposes of construction, repair, maintenance or decommissioning of any Wind Turbines and any of the aforesaid appurtenances thereto installed by the Lessee, and including temporary access for any equipment associated with or required for such purposes. The Lessee's use of the Temporary Workspace on the Lands shall be subject to all of the provisions of this Lease, and consideration for such use by the

Lessee throughout the Term of this Lease is included in the calculation of the consideration payable to the Lessor under Section 3.1 below;

(ii) all rights of ingress to and egress from, on and over the Lands reasonably necessary as determined by the Lessee to access the Temporary Workspace. If required by the Lessee, temporary access roads for construction, repair, maintenance and decommissioning purposes will be acquired on the Lands as part of the Temporary Workspace, with the compensation for damages (as calculated under Section 5.6) to be based on crop loss only, if any; and

- (c) Permanent Access Roads: all rights of ingress to and egress from, on and over the Lands reasonably necessary to access the Leased Lands, if Lessee has not included a Permanent Access Road as part of the Leased Lands. In such case, the provisions of Section 5.6 shall apply, with compensation for damages to the Lands to be based on crop loss only, if any. If Lessee subsequently decides, in its sole discretion, that it requires a Permanent Access Road to the Leased Lands, this Lease shall be amended in writing to include, without further consideration, such Permanent Access Road as part of the Leased Lands including any required rights-of-way or easements, surface or subterranean or both, as may be deemed necessary by the Lessee for installation and maintenance of its equipment and services.

ARTICLE III

CONSIDERATION AND RENTAL

YIELDING AND PAYING UNTO THE LESSOR:

3.1 Basic Annual Rental:

From and after the Commencement Date and thereafter during the Term of this Lease and subject to Section 2.1(c), a basic annual rental payable in four (4) equal consecutive quarter yearly installments in arrears on the last days of March, June, September and December in each calendar year of _____ 00/100 (\$_____) Dollars for the Leased Lands (which without restricting the provisions of Section 2.1 above, may contain associated electrical cables, telecommunications cables, and all permanent developed and undeveloped access roads, and ingress to and egress from such Leased Lands and Temporary Workspace, associated with the Wind Turbine site), on the first day of each year throughout the Term, which sum includes rental and compensation in full for adverse effect, market value of land granted, entry fee, capital damage, loss of use, severance, nuisance, noise, inconvenience done or caused to the Leased Lands and weed control to the extent provided in Section 4.6, for the Leased Lands.

OR

3.2 Percentage Rental

A percentage rental based on a share of the gross revenue received from generation of electrical power as follows:

Years 1 through 10: 2.5 %	
Years 11 through 21: 2.5 %	End of first lease term
Years 22 through 25: 3.0 %	Start of renewal (automatic)
Years 26 through 30: 3.5 %	
Years 31 through 40: 4.5 %	End of lease

Such percentage annual rental detailed above shall be no less than \$7,500 per Wind Turbine located on the Leased Lands of the Lessor.

Such percentage rental amounts detailed above will be paid to all Lessors who have signed or will sign an Option Agreement prior to December 20, 2005, and such percentage rental amounts will not go down, but may go up at the sole option of BOREAS.

The percentage annual rental shall be equal to the Lessor's Proportionate Share of the percentage of the aggregate payments for gross revenues (before calculation of taxes and deduction of expenses) received by the Lessee from a bona fide, arm's length, government authorized Power Purchaser for the net purchase price of electrical energy for transmission into an electric utility distribution or transmission system, calculated for each calendar year, for electrical energy generated from all of the Wind Turbine generators operated by the Lessee on the Leased Lands. Such percentage rental shall be estimated by BOREAS and such estimates shall be payable in four (4) equal consecutive quarter yearly installments in arrears on the last days of March, June, September and December in each calendar year and shall be adjusted between BOREAS and the Owner within ninety (90) days following the last day of each such calendar year.

Such payment shall be retroactively made on a per diem basis for any less than whole calendar year after the Commencement Date, using as its ratio the number of days during which the Wind Turbine was Commissioned in that calendar year divided by 365 days and calculated and paid annually thereafter.

In the event the Lessor elects to receive rental by way of percentage rental alone, the Lessor shall be entitled to examine the books and records and procedures of the Lessee in respect to the determination of the aggregate payments for gross revenues received by the Lessee from a Power Purchaser provided that such examination shall be conducted only during the regular business hours of the Lessee at the offices of the Lessee and on no less than seven (7) days prior Notice, such examination to include the right in favour of the Lessor to obtain copies of all such books and records, but limited to the books and records of the Lessee related exclusively to the Leased Lands and the Wind Turbines located upon the Leased Lands. The Lessor shall maintain such books and records as Confidential Information subject to the same terms and conditions as set out in Section 8.12 of this Agreement.

ARTICLE IV

LESSOR'S COVENANT

THE LESSOR HEREBY COVENANTS AND AGREES TO AND WITH THE LESSEE:

4.1 Taxes Paid by Lessor

The Lessor will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the Leased Lands during the continuance of this Lease except where such are to be paid by the Lessee. The Lessee shall pay any increase which actually occurs in any such taxes, rates and assessments due to Lessee's use of the Leased Lands for the purposes and uses permitted herein.

4.2 Quiet Enjoyment

The Lessor has good title to the Lands as hereinbefore set forth, has good right and full power to grant and lease the Leased Lands and the rights and privileges in the manner aforesaid, and the Lessee, upon observing and performing the covenants and conditions on the Lessee's part herein contained, shall and may peaceably possess and enjoy the Leased Lands and Temporary Workspace and the rights and privileges hereby granted during the said Term and any extension thereof without any interruption or disturbance from or by the Lessor or any other person claiming by, through or under the Lessor.

The Lessor further warrants that there are no deeds or agreements to secure debt, mortgages, liens or judgments or which otherwise encumber the Lands except the Encumbrances as registered on title to the Lands effective as of the Effective Date hereof (all of which, if any, have been or will be subordinated and postponed to this Lease and from which the Lessee has received or will receive a non-disturbance agreement), and there are no other encumbrances on the title to the Lands that would prevent the Lessee using the Lands for the uses intended by the Lessee as set forth herein throughout the entire Term and all renewals thereof.

4.3 Covenant Regarding Obstructions

The Lessor hereby grants (on behalf of itself and its successors and permitted assigns) a covenant in favour of the Lessee, not to construct or erect, or cause to be constructed or erected, during the Term of this Lease and all renewals thereof, on any of the Lands which were owned or controlled by the Lessor as of the Effective Date, in any direction surrounding any Leased Lands, any above-ground structure of any height located within three hundred and fifty (350) meters of any Wind Turbine located on the Leased Lands; and (without the Lessee's prior written consent, which the Lessee may withhold for any reason) any above ground structure having a height greater than twenty (20) meters located outside of the aforementioned three hundred and fifty (350) meter boundary but within eight hundred (800) meters of any Wind Turbine located on the Leased Lands. This covenant is for the benefit of all or any portion of the Leased Lands (being the dominant tenement) and shall run with and burden every portion of the Lands (as the servient tenement) for the duration of this Lease. The parties agree that damages will be an insufficient remedy for breach of this covenant by the Lessor, and that the Lessee may seek an equitable remedy of specific performance or an injunction or both in respect of such covenant, in addition to any other remedies available to it in equity or at law.

4.4 Covenant Regarding Uses

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The Lessor covenants and agrees that throughout the term of this Lease, the Owner will not permit the use of any of the Lands by anyone whose use of any portion of the Lands would interfere with or impede the use of the Leased Lands or any portion of the Lands by the Lessee for the purposes of the Lessee or for any renewable power generation facilities.

4.5 Site Assessments and Restoration

The Lessee shall have the further right of non-exclusive access to the Lands to conduct soil and water samples on the Lands together with such wind tests as are necessary to ascertain the suitability of the Lands for the erection of Wind Turbines and connecting corridors thereto for underground electrical cables and underground telecommunication cables, and to condition, maintain, reclaim and restore the surface of the Leased Lands during the Term of the Lease.

4.6 Weed Control

During the Term of this Lease the Lessor shall take all necessary precautions to keep down and destroy all noxious weeds on the Leased Lands except with respect to that portion of the Leased Lands located inside the Lessee's fenced perimeter, if any or if required, surrounding any Anemometer, pad transformer or Wind Turbine tower, payment for which is part of the rental as set out in Article III above.

4.7 Non-Renewal:

In the event that the Lessee elects, by notice in writing to the Lessor, delivered on or before the expiry of the term of this Lease that the Lessee does not wish to renew this Lease, the Lessor shall have the right to purchase from the Lessee, at its fair market value as determined, if necessary, pursuant to the dispute resolution provisions of this Lease, all Wind Turbines, equipment, appurtenances, systems and rights (collectively, the "Installations") of the Lessee in any way relating to the Wind Turbines located upon the Leased Lands. In the event that the Lessor and the Lessee cannot agree on the fair market value of the Installations, the Lessee shall be responsible for the removal of the Installations and the full remediation of the Leased Lands to substantially the condition the Leased Lands were in prior to the introduction of the Installations.

4.8 Renewal of Lease Term

If the Lessee is not in material default in respect of any of the covenants and conditions contained in this Lease at the date of expiration of the Term, then this Lease may be renewed at the option of the Lessee upon Notice to the Lessor delivered no later than 180 days prior to the expiry of the Term for a further term (the "First Renewal Term") of four (4) years at the same rent and upon the same terms, covenants and conditions as herein contained including this right of renewal for a further term (the "Second Renewal Term") of five (5) years at the same rent and upon the same terms, covenants and conditions as herein contained including this right of renewal for a further term (the "Third Renewal Term") of ten (10) years at the same rent and upon the same terms, covenants and conditions except this right of renewal, in each case of renewal, upon the same conditions of Notice to the Owner as required for the First Renewal Term.

ARTICLE V

LESSEE COVENANTS

THE LESSEE HEREBY COVENANTS AND AGREES TO AND WITH THE LESSOR:

5.1 Rental

The Lessee shall pay the rental hereinbefore reserved in each and every year during the continuance of this Lease.

5.2 Permanent Access Roads

The Lessee shall, if reasonably required by either party, ensure that any Permanent Access Road on the Leased Lands is constructed to a low profile unless topography of the land dictates otherwise. BOREAS will at the Lessor's option, reduce the width of any Permanent Access Roads on the Leased Lands within eight (8) months of the Effective Date. The Permanent Access Roads after such reduction will be at least twenty (20) feet in width.

5.3 Culverts

The Lessee shall construct and maintain such culverts and other structures on the Leased Lands as are reasonably required to ensure the unimpeded flow of water through natural drainage courses.

5.4 Fencing

During the continuance of this Lease, the Lessee shall erect and put upon or around the boundaries of the Wind Turbine foundations on the Leased Lands, a good substantial fence if reasonably required by the Lessor or the Lessee, and replace all fences which the Lessee may have removed for its purposes, and repair all fences which it may have damaged, and if and when reasonably required by the Lessor, provide a proper livestock guard at any point of entry upon the Lands used by the Lessee.

5.5 Taxes Payable by Lessee

The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of any and all machinery, equipment, structure and works placed by the Lessee, in, on, over or under the Leased Lands.

5.6 Compensation for Damages

The Lessee shall pay compensation for damage done by the Lessee or its servants, agents or contractors to the balance of the Lands excluding the Leased Lands which without restricting the generality thereof shall include damage to growing crops, machinery and other equipment, fences, buildings or other improvements of the Lessor upon the Lands other than the Leased Lands.

5.7 Indemnities

- (a) The Lessee shall indemnify and save harmless the Lessor from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or

connected with the use, occupancy or operations of the Lessee on the Lands, Leased Lands and Temporary Workspace, other than through the use, occupancy or operations by the Lessor.

- (b) The Lessor shall indemnify and save harmless the Lessee from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the use, occupancy or operations of the Lessor on the Lands, Leased Lands and Temporary Workspace, other than through use, occupancy or operations by the Lessee.

5.8 Reclamation

The Lessee shall, prior to the surrender of the whole or any portion of the Leased Lands and Temporary Workspace, promptly restore the surface of the surrendered Leased Lands and Temporary Workspace as nearly as possible to its original condition in accordance with the laws and regulations of the Province of Ontario. Within a reasonable time following expiry of the Term of this Lease or earlier termination, Lessee shall at its expense discharge any notice of this Lease registered by the Lessee against title to the Leased Lands.

5.9 Topsoil

The Lessee agrees to remove only those portions of the subsoil and topsoil from those portions of the Leased Lands to be excavated by the Lessee necessary for the installation of the Lessee's Anemometers, Wind Turbines and related equipment, having regard to good soil management and conservation practices. As soon as reasonably possible following either the surrender of the Ground Lease or its termination, the Lessee shall restore the subsoil and topsoil with subsoil and topsoil of similar quality and to the reasonable condition as originally delivered to the Lessee.

5.10 Electrical Cables and Telecommunication Cables

The Lessee shall, where practical or required by law, bury all electrical cables and telecommunication cables under the Permanent Access Road (if any) comprising part of the Leased Lands. Where the Lessee does not acquire a Permanent Access Road as part of the Leased Lands, or where the Lessee's Permanent Access Road and buried cable are not in common, or where it is impractical in the Lessee's opinion to include the right-of-way for the buried cable in the Leased Lands, the Lessor shall promptly grant, without further consideration, to the Lessee a right of entry and rights-of-way or easements for its buried cables and the Lessee shall to the extent reasonably possible restore the Lands to the condition they were in prior to the installation of such buried cables.

Any buried cables shall be buried at a depth such that they will not reasonably interfere with the Lessor's operations.

ARTICLE VI – MUTUAL COVENANTS

THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:

6.1 Transmission Easements and Rights-of-Way

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The Lessor acknowledges, in conjunction with the use and enjoyment of the Leased Lands by the Lessee, that further grants of easements and rights-of-way may be necessary to permit the installation and connection of power lines and related apparatus and communication facilities by the distributor, transmitter or the Power Purchaser to the facilities and equipment of the Lessee on the Leased Lands. The Lessor covenants and agrees that it will promptly grant to the distributor, transmitter or the Power Purchaser all appropriate and required easements and rights-of-way so as to permit the installation of any and all such power lines and related apparatus and communication facilities by the distributor, transmitter or the Power Purchaser and to permit the required connections to be made to enable the Lessee to conduct its operations on the Leased Lands in furtherance of the Lessee's use and enjoyment of such Leased Lands.

6.2 Overholding

If the Lessee remains in possession of the Leased Lands after the termination or expiry of the Term or any renewal of this Lease, and continues to pay monthly rent equivalent to that payable for the month immediately prior to such expiry or termination, such tenancy of the Lessee shall be from month to month only and shall be subject to all the terms, conditions and provisions of this Lease.

6.3 Surrender

The Lessee shall have the right at any time to surrender this Lease upon no less than forty-five (45) days written Notice to the Lessor, provided however that there shall be no refund to the Lessee of any rental which may have been paid in advance, and provided that the Lessee shall have complied with all provisions for abandonment and reclamation in accordance with applicable laws.

6.4 Reduction of Acreage

The Lessee may from time to time and at any time surrender any part or portion of the Leased Lands by giving the Lessor a revised plan of the portion or portions thereof retained.

Upon the surrender of a portion of the Leased Lands and in the event basic annual rental is payable based in part or in whole on the area of the Leased Lands, the rental payable hereunder for the subsequent remaining years of the Term and any renewals of this Lease shall be calculated on the proportionate basis of the reduced area of the Leased Lands then remaining subject to this Lease.

6.5 Removal of Equipment

The Lessee may at all times during the continuance of this Lease remove or cause to be removed from the Leased Lands all facilities, structures, material and equipment of any kind which it may have placed on or in the Leased Lands or in any area to be surrendered.

6.6 Discharge of Encumbrances

The Lessee may at its option pay or discharge all or part of any balance owing under any agreement for sale or mortgage, or of any withholding or other tax, charge, lien or encumbrance of any kind or nature whatsoever which may now or hereafter exist on or against or in any way affect the Lands or the Leased Lands, in which event the Lessee shall be subrogated to the rights of the holder or holders thereof, and may in addition thereto, at its option, reimburse itself by applying on account of repayment of the amount

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so paid by it the rentals or other sums accrued or accruing to the Lessor under the terms of this Lease. Any sums so applied shall, for all purposes of this Lease, be deemed to have been paid to and received by the Lessor in payment of such rentals or other sums accrued or accruing to the Lessor under the terms of this Lease.

6.7 Assignment by Lessee and Lessor

(a) The intention of the parties with respect to the covenant contained in Section 4.3 is to ensure that all portions of the original Lands which were subject to this Lease as of the Effective Date remain subject to the covenant as if no sale or assignment of the Sold Lands (as hereinafter defined) had occurred. Accordingly, should the Lessor propose to sell, assign, transfer, convey or otherwise alienate or dispose of title to all or any portion of the Lands (the "Sold Lands") which are burdened by the covenant in Section 4.3, the Lessor (as vendor or transferor) shall make it a condition of any such sale or transfer that the purchaser or transferee agrees with the Lessee in writing under seal to assume the burden of that covenant in full against the Sold Lands as servient tenement, such that the benefit of such covenant accrues to all or any portion of the Leased Lands (whether located on the Sold Lands or the retained Lands), as dominant tenement as if the purchaser or transferee of the Sold Lands were an original party to this Lease with the Lessee. All provisions of this Lease shall apply to any successor or permitted assign of the Lessor or of the above-referenced purchaser or transferee. Similarly, the covenant granted by the Lessor shall continue to burden the retained Lands and shall continue to accrue to the benefit of any portion of the Sold Lands to the extent same are comprised, or will be comprised at a future date, of the Leased Lands, as of the date of such sale or transfer.

(b) No sale, assignment, transfer, conveyance or disposition shall be effective or binding on the non-assigning party: (i) until that non-assigning party has received notice thereof, which notice shall include the name and address of the assignee; (ii) with respect to the devolution of all or part of the estate in the Lands to the heir, administrator or executor of a party, until written notice of such devolution and copies of pertinent documents evidencing such devolution is provided to the non-assigning party; and (iii) in all other circumstances except those described in (ii) above, until the assignee of the assigning party has entered into an agreement in writing with the non-assigning party whereby such assignee has agreed to be bound by all of the terms hereof in which case the assigning party shall be absolutely released from any and all obligations under this Lease except Sections 4.2, 4.3 and 6.7(a). In the event such agreement has not been executed by the non-assigning party within ninety (90) days of the notice referred to herein, the non-assigning party shall be deemed to have released the assigning party from any and all obligations under this Agreement except Sections 4.2, 4.3 and 6.7(a).

ARTICLE VII

DEFAULT AND DISPUTE RESOLUTION

7.1 Default

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Notwithstanding anything herein contained to the contrary, the Lessee shall not be in default in the performance of any of its covenants or obligations under this Lease, including the payment of compensation or rental, unless and until the Lessor has notified the Lessee of such default in writing and the Lessee has failed to commence action to remedy the same within forty-five (45) days of receipt of such notice and thereafter fails to diligently continue to complete such remedial action.

7.2 Dispute Resolution

(a) Any matter or issue arising under or by virtue of this Lease which cannot be agreed upon by the Lessor and the Lessee shall be determined by arbitration pursuant to the provisions of the *Arbitration Act*, 1991 S.O. 1991 Chap.17, as amended. The responsibility for the arbitration costs shall be determined by the appointed arbitrators. If a party is not satisfied with the decision of the arbitrators, or if the parties mutually agree to forego arbitration, then any party may, within thirty (30) days of such party's receipt of the decision of the arbitrators or the agreement to forego arbitration, appeal the decision or award of the arbitrators to or initiate proceedings in the Superior Court of Justice for the Province of Ontario on a question of law, on a question of fact or on a question of mixed law and fact as if any arbitration had not occurred.

(b) If issues of consideration arise, the arbitrators or adjudicator shall be required to consider the sums described in Article III hereof by considering the equivalent market value rent of the Leased Lands excluding the value of all chattels, equipment, structures, buildings and improvements, located on or under the Leased Lands which have been installed by the Lessee or are owned by the Lessee.

ARTICLE VIII

MISCELLANEOUS

8.1 Notices:

All notices, communications, payments and deliveries (collectively the "**Notices**") required or permitted hereunder shall be in writing, unless otherwise expressed herein. All such Notices and all payments to be tendered hereunder may be given personally or by registered letter addressed to the party to whom the Notice is to be given. When delivered personally, such Notice shall be deemed received on the day of delivery, and when mailed, such Notice shall be deemed to be given to, and received by, the addressee four (4) days after the mailing thereof, postage prepaid, provided however that if a Notice is mailed and a disruption of postal services occurs before the date of deemed receipt of such Notice, such Notice shall not be deemed to be received until the expiration of four (4) days following the resumption of postal service.

The respective addresses for service of Notices shall be as follows:

If to the Lessor:

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- a. _____
b. _____

If to the Lessee:

Boreas Wind Partners Inc.
Suite 1212, 175 York Street
Toronto, ON M5H 3S5

Fax (416) 604-8536

Attention: Paul ter Weeme

Any party may change its address for service by Notice to the other party. At any time there shall be only one address for service of Notices for each party.

8.2 Amendment and Waivers:

No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

8.3 Severability

If and to the extent that any Court of competent jurisdiction determines that any of the terms or provisions of the within Lease are void or unenforceable, such determination shall not affect the validity of the other provisions of this Lease which shall remain in full force and effect.

8.4 Headings:

The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

8.5 Gender:

In this Lease, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal and business entities.

8.6 Counterparts:

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

8.7 Inurement:

This Lease and everything herein contained shall inure to the benefit of and be binding upon the Owner, his/her heirs, executors, administrators, successors and assigns and upon the Lessee, its successors and assigns including if the estate and interest of either party in this Lease or the Lands or both or any portion thereof is sold, assigned, transferred, conveyed or disposed of in any manner which disposition is hereby expressly allowed, subject to compliance with the provisions of Section 4.3. The provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and each of them, their respective heirs, executors, administrators, successors and permitted assigns, and shall constitute a grant, interest and covenant in and running with the Lands.

8.8 Further Acts:

The parties shall each do and perform such acts and things and execute and deliver all such instruments, documents or writings and give all such further assurances as may be necessary to give full effect to the provisions and the intent of this Lease, including but not limited to registration of notice of this Lease on title to the Lands.

8.9 Planning Act

This Lease is subject to the provisions of *The Planning Act*, R.S.O. 1990 c.P.13, as amended. If any consent is required it shall be obtained by the Lessee with the consent of the Lessor and until such consent is obtained any term hereof, including any options to renew, shall be read as not exceeding twenty-one (21) years less one (1) day and in the event such consent is not obtained, the Term hereof, including any options to renew, shall not exceed twenty-one (21) years less one (1) day.

8.10 Governing Law

This Lease shall for all purposes be construed according to the laws of the Province of Ontario and the laws of Canada as applicable therein. Any references herein to specific legislation shall be deemed a reference to amending or successor legislation thereto once same is enacted and in force.

8.11 Personal Information Consent:

By providing personal information to the Lessee, the Lessor consents to the Lessee's collection, use, retention and disclosure of that information for any and all purposes and uses as permitted and contemplated under this Agreement and as needed to comply with any legal requirements.

8.12 Confidentiality

The Lessor shall keep confidential all confidential information of a technical or business nature relating to the business of the Lessee, the operation of any Wind Turbine, the terms of this Lease and any Ground Lease, all research data, technical information, trade secrets or other proprietary no-how, processes, plans, equipment, instructions, manuals, records and procedures (unless readily available from public or published information or sources or required to be disclosed by law)("Confidential Information") obtained from or in respect to the business transactions between the Lessor and the Lessee. In the event this Lease is terminated, all Confidential Information in the possession of the Lessor arising from this Lease or any Ground Lease shall, promptly upon such termination, be returned without duplication and in its original form to the Lessee.

8.13 Time of Essence:

Time shall be of the essence of this Lease.

IN WITNESS WHEREOF the Lessor has executed this Indenture under his/her/their hand(s) and the Lessee has executed this Indenture under the hand of its proper officer, duly authorized in that behalf, all as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

Witness

)
)
)

Lessor

Witness

)

Lessor

BOREAS WIND PARTNERS INC.

Per

:

CONSENT OF SPOUSE

I, _____ being the spouse of the above named
_____ (Lessor) do hereby give my consent to the transaction set out in
this Agreement pursuant to Section 21 (Matrimonial Home) of the *Family Law Act*, R.S.O. 1990 Chap.
F3.

Spouse of the Lessor

SCHEDULE "A"

DEFINITIONS

"Anemometer" means any instrument used for the measurement of the speed of wind and includes all foundations, pads, footings, towers, guy wires, support fixtures, anchors, fences, all overhead and underground electrical cables and all overhead and underground telecommunications cables necessary or ancillary to such instruments.

"Commissioned" means, with respect to any Wind Turbine that the pertinent Wind Turbine generator has been initially certified under applicable law to produce electrical power and is connected to the power transmission system of the Power Purchaser.

"Commencement Date" means that date which is the early of either:

- i) the date which the Lessee determines is the Commencement Date; or
- ii) the date upon which any Wind Turbine on the Leased Land commences operation.

"Effective Date" means, the date of this Lease.

"Encumbrances" means, any one or more of the following registered on title to the Lands:

- (i) liens for taxes, assessments or governmental charges or levies not at the time due and delinquent;
- (ii) restrictions, easements, rights of way, servitudes or other similar rights in land granted to or reserved by other persons which, in the opinion of Counsel to the Lessee, in the aggregate do not materially impair the usefulness of the Lands for the business of the Lessee subject to such restrictions, easements, right of way, servitudes or other similar rights;
- (iii) the reservations, limitations, provisos and conditions, if any expressed in any original grants from the Crown and statutory exceptions to title;
- (iv) title defects or irregularities which, in the opinion of Counsel to the Lessee are of a minor nature and in the aggregate will not materially impair the use of the Lands for the purposes of the Lessee;
- (v) any outstanding mortgages, charges or liens upon any of the Lands issued prior to the date hereof provided the holder thereof fully subordinates and postpones all of its interest to the Lessee and the Lessee has received a non-disturbance agreement from such holder.

"Lands" means, the lands owned by the Lessor as more particularly described in Schedule "D", a portion of which is leased to the Lessee which portion is shown outlined in red on the sketch or plan attached as Schedule "B".

"Leased Lands" means, that portion of the Lands leased by the Lessor to the Lessee which portion is shown outlined in red on the sketch or plan attached as Schedule "B".

"Lessor's Proportionate Share" means, a proportion the numerator of which is the number of commissioned Wind Turbine generators located on the Leased Lands and the denominator of which is the total number of Wind Turbine generators commissioned at a particular time in connection with the sale of power to that Power Purchaser from the Wind Power Project comprised in part of the Leased Lands.

"Permanent Access Road" means, roadways installed and maintained by the Lessee upon the Lands to be used by the Lessee for access to the Wind Turbines and the Temporary Workspace, all of which roadways are to be located where necessary for the use and purposes of the Lessee, as determined by the Lessee.

"Power Purchaser" means, the party to whom the Lessee sells the electrical energy generated by the Wind Turbines for transmission into an electric utility distribution or transmission system.

"Temporary Workspace" means, portions of the lands shown outlined in green on the sketch or plan attached as Schedule "C" to which the Lessee shall have access to enter upon, use and occupy as and when the Lessee shall determine for the purposes of construction, repair, maintenance and deconditioning of any Wind Turbines or electrical substations or any appurtenances together with temporary access for any equipment associated with or required for such purposes.

"Term" means the term of this Lease.

"Wind Turbines" means, collectively, Wind Turbine units designed and installed for the purposes of the generation of electricity and powered by natural wind resources and includes all foundations, concrete pads, footings, towers, guy wires, support fixtures, anchors, fences, all overhead and under ground electrical cables and all overhead and under ground telecommunications cables necessary or ancillary to such units.

SCHEDULE "B"

Plan of Survey or Sketch of Leased Lands

SCHEDULE "C"

Sketch of Temporary Workspace, including Temporary Access Roads

SCHEDULE "D"

The Lands

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