

WIND FARM LAND LEASE

THIS WIND FARM LAND LEASE (hereinafter "**Lease**") is entered into as of the Effective Date, by and between Lessor and Lessee (Lessor or Lessee being also hereinafter referred to as a "**Party**" or, collectively, "**Parties**").

1. **Definitions.** The following terms shall have the following meanings when capitalized in this Lease:

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| 1.1 | "Lessor" | _____ |
| 1.2 | "Lessor's Address" | Street or Box: _____
City, State, Zip: _____
Phone: _____
Facsimile: _____ |
| 1.3 | "Property" | That certain land located in Tippecanoe County, State of Indiana (the " County "), described in <u>Exhibit A</u> hereto and incorporated herein by this reference. |
| 1.4 | "Lessee" | <u>Power Partners Midwest, LLC</u> , a Delaware limited liability company |
| 1.5 | "Lessee's Address" | 700 La Terraza Blvd. Ste 200
Escondido, CA 92025
Attn: Development Department
Phone: (760) 740-7022
Facsimile: (760) 329-3302 |
| 1.6 | "Effective Date" | _____, 2010. |
| 1.7 | "Pre-Operating Period" | A period commencing on the Effective Date and ending on the sooner to occur of (a) the date that is five (5) years after the Effective Date or (b) the Wind Farm Operation Date (as defined in <u>Section 4.2.</u> |
| 1.8 | "Pre-Operating Period Payments" | An annual payment of Ten Dollars (\$10.00) per acre comprising the Property thereafter until the end of the Pre-Operating Period. |
| 1.9 | "Annual Operating Payments" | The greater of (a) Three Thousand Five Hundred Dollars (\$3,500.00) per one (1.0) megawatt of turbine nameplate capacity installed on the Property (rounded to the nearest hundred) or (b) Fifteen Dollars (\$15.00) per acre comprising the Property as of the date of payment, said amount shall be adjusted upwards in accordance with <u>Section 4.2.</u> |

2. **Agreement to Lease.** Lessor hereby leases to Lessee for the term set forth below, the Property for the following rights and purposes:

2.1 The exclusive right to the free and unobstructed flow of wind to and across the Property, together with the exclusive right to use the Property for the following purposes: wind resource evaluation, using, converting, maintaining and capturing the wind, wind energy development, energy collection, and related wind energy development uses, including, without limitation, the development, erection, installation, construction, improvement, reconstruction, enlargement, removal, relocation, replacement and repowering, and the use, maintenance, repair and operation, of the following, as Lessee determines: anemometers, meteorological towers and other wind and weather measurement, monitoring and recording equipment and facilities; wind turbine generators and their associated towers and foundations (each such wind turbine generator being referred to herein as a “**WTG**”); power generation facilities to be operated in conjunction with the WTG installations; together with the non-exclusive right to install, construct, remove, relocate, replace, use, maintain, repair and operate roads, bridges, culverts and erosion control facilities; staging and laydown areas, signs; fences to surround the WTGs and/or transformers; gates; other safety and protection facilities; and any other improvements, fixtures, facilities, appliances, machinery and equipment, whether temporary or permanent, that are related thereto or associated therewith (all of the foregoing, whether located on the Property or located on nearby lands herein referred to as “**Wind Power Facilities**” as part of a single integrated project, collectively a “**Wind Farm**”).

(a) **Maximum Area Utilized by Wind Power Facilities.** Lessor and Lessee agree that the total surface area of the Property to be occupied by the Wind Power Facilities (including without limitation the WTG's and access roads) shall not exceed three (3) acres for each WTG located on the Property. This limitation shall apply to fully installed facilities only and the maximum area to be used during the construction of the Wind Farm shall be exempt from this limitation.

2.2 A non-exclusive right for the development, erection, installation, construction, improvement, interconnection, reconstruction, enlargement, removal, relocation, replacement and repowering, and the use, maintenance, repair and operation of, facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the WTGs, including the following, at such locations as Lessee shall determine: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment (collectively, the “**Transmission Facilities**”, and together with the Wind Power Facilities, the “**Facilities**”). Notwithstanding the foregoing, any underground collection lines shall be installed using the standard trenching method customary in the Wind Farm industry for the County. In the event Lessee determines that overhead transmission lines are necessary for the development of the Wind Farm, Lessor agrees to negotiate in good faith with Lessee a separate easement for the installation of any overhead transmission lines on the Property.

2.3 A non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from, and over the Property, at such locations as Lessee shall determine, for purposes related to or associated with the Wind Farm and/or the Transmission Facilities installed or to be installed on the Property, on adjacent property or elsewhere; which, without limiting the generality of the foregoing, shall entitle Lessee to use and improve any existing and future roads and access routes (a) from time to time located on or providing access to the Property, (b) across any other property owned by Lessor and (c) across any access routes over which Lessor has the right to travel.

2.4 A non-exclusive right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis of or on the Property as Lessee deems necessary, useful or appropriate.

3. **Term**

3.1 **Pre-Operating Period.** This Lease shall initially be for a period of time (the "**Pre-Operating Period**") commencing on the Effective Date and ending on the sooner to occur of (a) the date that is five (5) years after the Effective Date, or (b) the Wind Farm Operation Date (as defined in Section 3.2 below).

3.2 **Operating Period.** This Lease shall be automatically extended for one (1) thirty (30) year period ("**Operating Period**") commencing on the Wind Farm Operation Date and continuing until termination. For the purposes of this Lease, the "**Wind Farm Operation Date**" is the sooner to occur of (a) the date upon which net electricity is regularly generated, delivered and sold (excluding start-up and testing of the wind turbine generators) by the Wind Farm to purchasers of generated electricity or used in-house, or (b) Lessee notifies Lessor in writing that Lessee elects to begin the Operating Period. This Lease shall not terminate solely because of abandonment or nonuse except as provided herein. The Parties agree to execute and record a supplemental memorandum of this Lease setting forth the expiration date of the Term within ninety (90) days after the beginning of the Operating Period. For purposes of this Lease, "**Term**" shall mean both the Pre-Operating Period and the Operating Period.

4. **Payments to Lessor.**

4.1 **Pre-Operating Period Payments.** The Pre-Operating Period Payments shall be made prospectively as of January 1 of each year during which the Pre-Operating Period is in effect. If the Effective Date precedes January 1, 2011, Lessee shall pay to Lessor a prorated Pre-Operating Period Payment for the remainder of 2010 within sixty (60) days after the Effective Date. In the event Lessee fails to timely make a Pre-Operating Period Payment, Lessor's sole remedy, following notice to Lessee and Lessee's failure to cure as provided in Section 18 below, shall be the termination of this Lease without any damages for or in lieu of rent. Upon any such termination, Lessee shall be permitted to remove the Facilities or any property of Lessee's on the Property and the parties shall have no further duties, obligations or liabilities to each other hereunder, provided, however, that if on the date any Pre-Operating Period Payment would be due, there exist any liens for which subordination agreements to be obtained pursuant to Section 6.2 have not been obtained, Lessee may withhold such Pre-Operating Period Payments until all such subordination agreements have been obtained and delivered to Lessee whereupon such Pre-Operating Period Payments shall promptly be paid to Lessor without interest.

4.2 **Annual Operating Payments** Commencing with the Wind Farm Operation Date, regardless of the amount of electricity generated on the Property, Lessee shall make annual payments to Lessor pursuant to Section 1.9 above (the "**Annual Operating Payments**") until this Lease expires or is rightfully terminated. The Annual Operating Payments shall be made, prospectively, within sixty (60) days after the Wind Farm Operation Date and January 1st of each subsequent calendar year thereafter. Beginning in the second calendar year and continuing each year thereafter during the Operating Period, the Annual Operating Payments shall be adjusted upwards by two and one-half percent (2.5%) compounded annually. Annual Operating Payments for partial years shall be prorated. Additionally:

(a) Lessee shall pay to Lessor a one-time payment based on current fair market per acre as determined in Lessee's sole discretion, prorated by the amount of acreage actually encumbered on the Leased Property, for an overhead distribution, collection or transmission line installed on the Property within sixty (60) days after the Wind Farm Operation Date, should it be determined such a line is necessary for the operation of the Wind Farm. Distribution, collection or transmission lines installed underground on the Property shall not be subject to this payment. Lessor agrees to execute a Transmission Line Easement if it is determined by Lessee to be necessary for the Wind Farm operation.

(b) Should Lessee install any anemometers, meteorological towers and other wind and weather measurement, monitoring and recording equipment and facilities and associated roads separate from any WTG's installed on the Property, Lessee shall pay to Lessor the amount of Two Thousand Dollars (\$2,000.00) per year, per sixty (60) meters of manufactured height of such installed facilities, commencing on the installation of any such equipment and facilities and continuing until the end of this Lease or the removal of any such equipment and facilities.

4.3 Disclaimer. It is understood by Lessor that any estimates, projections or other data regarding the megawatt capacity of a proposed Wind Farm that include the Property are not and shall not be deemed to be or include any representations or warranties of the Lessee, its successors or assigns (including any representation that the Wind Farm or any part thereof will be constructed), and Lessor acknowledges that Lessor is not relying on any such estimates, projections or other data.

4.4 Credits. Lessee shall be exclusively entitled to apply for, collect, receive, and obtain the benefit of all credits, set-offs, payments or other consideration arising out of the electrical energy generated by the Wind Farm and the sale, transportation and distribution of such energy including, without limitation: (i) federal, state and local production tax credits (including credits under Section 45 of the Internal Revenue Code of 1986, as amended), production incentive payments and other renewable energy credits; (ii) green pricing programs, green tags, renewable energy credit trading programs; and (iii) environmental air quality credits, emission credits, greenhouse gas reduction credits, environmental set-offs and similar benefits (collectively "**Credits**"). Lessor shall reasonably assist Lessee in applying for and receiving such Credits.

4.5 Crop Damage. In the event that Lessee's construction, operations or maintenance activities on the Property are the direct cause of damage or destruction to crops then being grown on the Property, Lessee agrees to pay to Lessor a Fair Market Price (as hereinafter defined) for said crops during the growing season in which such crops were damaged or destroyed; provided, however, that Lessee may request that Lessor not grow or allow to grow crops within reasonable areas around existing or planned WTG's or Transmission Facilities (including any laydown or staging areas). Lessee shall pay such amount within sixty (60) days after the Wind Farm Operation Date. Additionally, if Lessee's construction activities on the Property cause significant compaction of the soil or materially alter the contour of the Property, Lessee shall restore such portions of the Property to their approximate condition existing immediately before said activities to the extent reasonably practicable and shall reimburse Lessor for crop loss in such areas at a Fair Market Price for said crops. If the Property is leased for crop production, Lessor will be directly responsible for any agreements with said agricultural tenant regarding any crop loss as a result of the Wind Farm.

"**Fair Market Price**" shall be determined at Lessee's sole discretion by documenting and recording the greater price per unit of damaged or destroyed crop as of (a) November 1st of the same year during which construction of the Wind Farm commenced, or (b) March 1st of the same year, as posted at the Farm Service Agency ("**FSA**") office located closest to the Wind Farm. Should Lessor or its agricultural tenant have purchased a valid crop insurance policy on the crop then being grown on the Property and damaged or destroyed by Lessee, Lessor may request that Lessee pay to Lessor the insured price per unit of said crop as described in such policy. Such a request shall not be unreasonably withheld provided that upon request by Lessee, Lessor present a certificate of insurance or similar instrument confirming the existence of said policy and the insured price per unit of crop. Any payments of the insured price to Lessor's agricultural tenant will be made directly to Lessor.

5. Use of Premises and Location of Turbine Sites.

5.1 Lessee's Rights to Use Property. Lessee shall retain title to all buildings, improvements and equipment that comprise the Wind Farm, and shall have the right to remove them from the Property at any time. Lessee shall have the right to select the location for the WTGs, the Transmission Facilities, service roads, and associated Wind Farm buildings and equipment on the Property; provided, however, Lessee shall consult with Lessor as to the location of the WTG's and access roads on the Property. Lessee shall use commercially reasonable efforts to locate the WTG's and access roads to a location

acceptable to Lessor on its Property but Lessee shall not be obligated to accede to such ideas or requests if such would burden the development, maintenance or operation of the Wind Farm. Lessee shall have the right to emit or cause the emission of noise, vibration, air turbulence, wake, and electromagnetic and frequency interference and to permit wind turbulence, to overhang, cast shadows, or cause flicker onto the Property and/or to impact Lessor's views of and from the Property. Nothing in this Lease shall be construed as requiring Lessee to construct or operate a Wind Farm or any other business or use on the Property or to commence or continue the operation of a Wind Farm or any portion thereof if it is so constructed.

5.2 Removal and Restoration. Within six (6) months after proper termination of this Lease, Lessee shall (a) establish a decommissioning plan for the Wind Farm; (b) remove all physical material related to the Wind Farm to a depth of 36 inches below surface level; and (c) shall restore the surface of the land to substantially the same condition it was in at the Effective Date, including returning the land to the same grade as of the Effective Date (reasonable wear and tear, condemnation, casualty damage and acts of God excepted) all hereinafter referred to as "**Restoration**". Lessee shall continue to make any and all payments to Lessor under this Lease throughout the Restoration.

5.3 Lessor's Rights to Use Property. So long as and to the extent the same do not impair, affect or conflict with any of the rights granted to Lessee in this Lease, Lessor may use, lease, convey and encumber the Property for any lawful purpose, including, without limitation, agriculture and grazing, and Lessor and its tenants and licensees may make improvements to the Property if such improvements will not negatively impact wind generated electricity production on the Property in the determination of Lessee. Lessee agrees that such improvements shall not be unreasonably disallowed. Lessor shall not be responsible or liable to Lessee or Lessee's agents, affiliates or successors in interest for damages to the Wind Farm caused by grazing animals, including, without limitation, cattle, horses and sheep. Lessee shall be solely responsible for taking such measures, such as erecting fences or other barriers on the Property, as Lessee may deem reasonably necessary to prevent damage to the Wind Farm caused by grazing animals, including, but not limited to, cattle, horses and sheep. Lessee shall not be responsible for any injuries to grazing animals resulting from Lessee taking any such measures.

5.4 Waiver of Setback Requirements. Lessor hereby consents to Lessee's location of Wind Power Facilities at any location upon the Property and any adjacent properties, including at or near the property lines. Furthermore, in the event that the location of any Wind Power Facilities to be installed or constructed on the Property or any adjacent properties along or near property lines is limited or restricted by any private agreements or restrictions or any applicable federal, state or local law, statute, ordinance, rule or regulation (collectively, "**Laws**"), Lessor hereby waives such limitations and restrictions.

5.5 Soil Erosion and Weed Control. During the construction of any road or Wind Farm on the Property by Lessee and so long as such road is used by Lessee or such Wind Farm remains on the Property, Lessee shall, at its expense, take such measures as may be reasonably necessary to prevent its road or Wind Farm from increasing the erosion of soil on the Property and shall have the right, at its expense, to take such measures as may be deemed necessary or desirable by Lessee to prevent or control any weeds growing within ten (10) feet of any of its WTGs. If Lessor reasonably believes Lessee is not complying with any requirements to control erosion of soil on the Property in breach of this Lease, Lessor shall give Lessee written notice thereof which identifies such failure and the related locations with sufficient detail to enable Lessee to cure the same. If Lessee does not commence such cure within thirty (30) days after such notice is given or continue to pursue the same thereafter with due diligence, Lessor may, as its sole remedy for any alleged breach of the terms of this Section 5.5 by Lessee, take such actions as may reasonably be required to perform such obligations and all of the costs and expenses paid by Lessor to unrelated third parties in doing so shall be reimbursed to Lessor by Lessee within thirty (30) days after receiving Lessor's written demand and a copy of the related invoice or other appropriate evidence of payment.

5.6 No Interference. Lessor shall not interfere with, and shall not allow any other Party to interfere with, the free, unobstructed and natural wind flow, wind speed or wind direction over and across the Property. This restriction shall extend to any improvements or obstructions that may reduce, reflect or

divert wind in any location within the boundaries of the Property; provided, however, that trees, structures and improvements located on the Property as of the Effective Date shall be allowed to remain, and they may be maintained, repaired or replaced so long as they do not exceed the size or materially deviate from their location as of the Effective Date. Lessor shall not conduct any activity, nor grant any rights to any third party, whether on the Property or elsewhere, that would interfere in any way with Lessee's use of the Property or the rights granted under this Lease.

(a) The restrictions of this Section 5.6 shall apply to areas encompassed by starting from the location of any installed WTG or WTG that may be installed at any time or from time to time on the Property or land adjacent to the Property, and expanding outward from the base of each WTG as follows: (i) horizontally three hundred sixty degrees (360°); (ii) vertically one hundred eighty degrees (180°) (or such greater degrees as may be necessary to achieve a vertical angle that extends from the surface of the land in all directions to the opposite surface of the land in opposing directions); and (iii) for a distance from each WTG as needed to extend over and throughout the entire Property to the furthestmost boundaries of the Property, it being the intent of the parties that such description of angles and distances expanding outward from any one WTG will result in encompassing all space above the surface of the entire Property. Lessor agrees to amend this Lease as requested by Lessee in order to satisfy any Laws relating to the rights granted under this Section 5.6, or to further the intent of the parties that the descriptions of this Section 5.6 encompass all space above the surface of the entire Property as long as any WTG exists on the Property or other lands adjacent to the Property. The restrictions of this Section 5.6 are for the benefit of all property of the Wind Farm and shall be enforceable by Lessee or any sublessee, assignee or Leasehold Mortgagee that acquires the rights of Lessee hereunder.

(b) Notwithstanding the restrictions of Section 5.6, Lessor may construct on the Property buildings, structures, or the like, so long as said buildings or structures are no more than Fifty (50) feet in height and at least One Thousand (1,000) feet from the closest point of any WTG (whether located on the Property or elsewhere in the Wind Farm) and pose no interference with any other part of the Wind Farm or similar facilities not located on the Property. Lessor may construct such buildings and structures that comply with the previous restrictions without prior consent from Lessee. However, in the event Lessor constructs a building or structure without the consent of Lessee and it is determined by Lessee that said building or structure violates the restrictions set forth in this paragraph, then in that event, after notice from Lessee, Lessor shall immediately remove, or cause to be removed, all non-complying buildings or structures, and shall pay Lessee any monies lost due to restricted access to the wind resource by virtue of Lessor's noncompliance with this section.

5.7 Damages to Property. During the Term, Lessee agrees to repair any material physical damage to Lessor's drainage tile, fences and other tangible property located on the Property to the extent such damage is directly caused by Lessee's construction, installation, operations, maintenance or removal of the Wind Power Facilities. Lessor shall promptly notify Lessee of any damage that Lessor claims is Lessee's responsibility hereunder. Upon receipt of such notice, Lessee shall promptly investigate and make the repair to the extent Lessee is responsible hereunder. For any repairs required to be made by Lessee hereunder, Lessee shall repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable. If Lessee is responsible hereunder for damage caused to drainage tile and such damage is a direct cause of damage to or destruction of crops then being grown on the Property, the provisions of **Section 4.5** shall apply with respect to compensation for crop damages.

5.8 Hunting. Lessor hereby reserves a non-exclusive, revocable license for hunting rights on the Property. Lessor specifically agrees to be fully liable and shall indemnify, defend and hold Lessee harmless against any and all losses, liabilities, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, damage or harm to Lessee, its employees, licensees, invitees or agents resulting from or arising out of or in connection with hunting activities on the Property. Lessee shall have the right to refuse hunting activities on the Property if such activities would compromise the safety and wellbeing of its employees, licensees, invitees or agents, provided, however, such refusal will not be unreasonable.

6. **Lessor's Representations and Warranties.**

6.1 **Authority and Execution.** Each person executing this Lease on behalf of Lessor represents and warrants that such person is duly and validly authorized to do so and that Lessor has the full right and authority to enter into this Lease, perform all of its obligations hereunder and grant the interests herein granted.

6.2 **Covenants of Title.** Lessor represents and warrants to Lessee that it owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Lessee prior to the execution of this Lease and attached hereto. All persons having any ownership or possessory interest in the Property (including spouses) are signing this Lease. Each spouse signing this Agreement agrees that any rights of community property, homestead, dower, contribution, and the like shall be subject and subordinate to this Agreement and the Easements and other rights granted herein. Lessee may obtain a current preliminary title report for the Property at its expense showing all liens, encumbrances, and other exceptions to title to the Property. At the request of Lessee, Lessor shall obtain executed and acknowledged instruments and such other documents as the title company or Lessee may require to confirm Lessor's ownership of the Property or to complete or evidence the full granting of the leasehold interest in the Property as intended by this Lease. Lessor shall cooperate with Lessee to obtain a nondisturbance and/or subordination agreement from each lienholder (recorded or unrecorded) which provides terms reasonably acceptable to Lessee that the lien and rights of the lienholder shall not interfere with the Wind Farm and/or be subordinate to this Lease. Lessor will also obtain any necessary consent and/or subordination agreement in favor of Lessee and on terms reasonably acceptable to Lessee from any and all entities having a possessory interest in the Property. Lessee shall record, at Lessee's option, a memorandum of this Lease in the real estate records of the county in which the Property is located.

6.3 **Hazardous or Toxic Substances or Materials.**

(a) Lessor represents and warrants to Lessee that it shall not use, store, dispose of or release on the Property or cause or permit to exist or be used, stored, disposed of or released on the Property any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any Laws, except in such quantities as may be required in its agricultural use of the Property and only if such use is not harmful to Lessee or its employees, agents, and assigns, and is in full compliance with all applicable Laws. Should any claim or action be brought against Lessor or in connection with the Property with respect to any of the foregoing, Lessor shall immediately notify Lessee and shall indemnify, defend and hold Lessee harmless against any and all losses, liabilities, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, damage or harm resulting therefrom.

(b) Lessee covenants and agrees that it shall not use, store, dispose of or release on the Property or cause or permit to exist or be used, stored, disposed of or released on the Property as a result of Lessee's operations, any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any Laws, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor or its employees, agents, and assigns, and is in full compliance with all applicable Laws. Should any claim or action be brought against Lessee in connection with its operations with respect to any of the foregoing, Lessor shall immediately notify Lessee and shall indemnify, defend and hold Lessee harmless against any and all losses, liabilities, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, damage or harm resulting therefrom.

7. **Further Assurances; Cooperation.** Lessor shall fully support and cooperate with Lessee in the conduct of its operations and the exercise of its rights under this Lease (including with Lessee's efforts to (i) obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights, or (ii) sell any portion of the Wind Farm, assign or otherwise transfer all or any part of or interest under this Lease or obtain any financing). Lessor shall perform all such acts (including executing and delivering maps, instruments and documents within ten

(10) days after receipt of a written request made from time to time by Lessee) as Lessee may reasonably specify to fully effectuate each and all of the purposes and intent of the Lease. Without limiting the generality of the foregoing, within ten (10) days after receipt of a written request made from time to time by Lessee, Lessor shall: (a) enter into any reasonable amendment hereto; (i) to correct an error in this Lease; or (ii) to amend the legal description attached hereto, including replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company; (b) execute and deliver to Lessee any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property; (c) enter into any reasonable consent, subordination and/or nondisturbance agreement with any Lender, as defined in Section 14.1, stating that Lessor shall recognize the rights of the Lender and not disturb its possession of the Property so long as it is not in default under this Lease, and stating such other things as such Lender may reasonably request; (d) join with Lessee in the signing of any protest, petition, appeal or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Property as contemplated by this Lease; and (e) if because of the nature of this Lease Lessee is unable to qualify for any tax credit or similar benefit associated with the Wind Farm or in connection with its operations, amend this Lease to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Lessor's reasonable out-of-pocket expenses incurred by Lessor in connection with Lessor's cooperation pursuant to the provisions of this Section 7). Without limiting the generality of the foregoing, Lessor shall not oppose, in any way, whether directly or indirectly, any application by Lessee for any permit, approval or entitlement at any administrative, judicial, legislative or other level.

In addition to the foregoing provisions of this Section 7, (i) Lessor hereby authorizes Lessee, or its successors or assigns, to act as its agent and on its behalf in applying to any public agency for land use entitlements or permits necessary or convenient for the construction, operation and maintenance of wind-energy producing facilities on the Property, including but not limited to, general plan amendments, specific plans, zone changes, tentative and final maps, conditional use permits, variances, rights of way, or any kind of environmental permit, as well as grading permits, foundation permits, building permits, storm water drainage permits, driveway entrance permits or similar construction permits; (ii) Lessor further consents to a zero (0) set back requirement for turbines placed on parcels adjacent to all or any portion of the Property in connection with the development of a wind energy project on the Property by Lessee or its successors or assigns; and (iii) Lessor further authorizes the County, and its agents, consultants and employees to enter its Property for the purpose of making inspections necessary or convenient to the issuance of land use entitlements or permits for the construction, operation, and maintenance of wind energy monitoring and producing facilities on the Property. The rights and agreements set forth in this paragraph shall automatically expire upon the expiration or sooner termination of this Lease.

8. **Requirements of Governmental Agencies.** Lessee shall comply in all material respects with all valid Laws applicable to the Wind Farm, but shall have the right, in its sole discretion and at its sole expense, in its name or in Lessor's name, to contest the validity or applicability of any Laws of any governmental agency or entity. Lessee shall control any such contest and Lessor shall cooperate with Lessee in every reasonable way in such contest, at no out-of-pocket expense to Lessor.

9. **Liens.** Lessor and Lessee shall keep the other's interest in the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished in connection with Lessor's or Lessee's (as applicable) use of the Property, subject to Lessor's and Lessee's (as applicable) right to contest such liens and claims. If Lessor or Lessee (as applicable) wishes to contest any such liens or claims, such Party shall, within sixty (60) days after it receives notice thereof, provide a bond or other security as the other Party may reasonably request, or remove any such liens from the Property pursuant to applicable Laws.

10. **Confidentiality.** Lessor shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the terms and conditions of this Lease, including, without limitation, the financial terms, Lessee's site design and product design, methods of operation and methods of

construction and power production of the Wind Farm. Without first obtaining written permission from Lessee, Lessor shall not issue any statements or press releases or respond to any inquiries from the news media regarding such matters. Lessor shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the terms and conditions of this Lease, including, without limitation, the financial terms hereof. This Section 10 shall survive the termination or expiration of this Lease. Nothing in this Section 10 shall prohibit sharing or disclosing information with any Party's counsel, accountants, or current or prospective investors, purchasers, or lenders provided that the Party sharing or disclosing such information requires the recipient to maintain the confidentiality of such disclosed information.

11. **Indemnity.**

11.1 **Indemnity by Lessee.** Lessee shall defend, indemnify and hold Lessor harmless from and against any and all losses, claims, damages, expenses or other liabilities to the Property or injury to persons to the extent caused by the activities of Lessee, its agents, contractors, employees, guests, invitees, licensees and permittees (collectively, "**Lessee's Agents**") on or about the Property, except to the extent that such liability or loss is caused by any acts or wrongful omissions of Lessor or its agents, employees, contractors, guests, invitees, licensees and permittees (collectively, "**Lessor's Agents**"). Lessor hereby waives any claims against Lessee for damage or injury suffered by Lessor or Lessor's Agents arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to Lessee's operations on the Property or any other property, provided that nothing herein shall be deemed to release Lessee from its obligation to indemnify and hold harmless Lessor from third party claims under the first sentence of this Section 11.1. Lessee shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Lessee's activities on the Property.

11.2 **Indemnity by Lessor.** Lessor shall defend, indemnify and hold Lessee harmless from and against any and all losses, claims, damages, expenses or other liabilities for damage to property or injury to persons to the extent caused by the activities of Lessor or Lessor's Agents on or about the Property or arising out of the condition of the Property, except to the extent that such liability or loss is caused by the gross negligence or intentional misconduct of Lessee or Lessee's Agents.

12. **Lessee's Insurance.** At all times during the Term, Lessee shall, at its own cost and expense, obtain and maintain in effect (1) Commercial General Liability insurance, including bodily injury and property damage coverage with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; and (2) Umbrella Liability Insurance with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate. Lessee shall upon reasonable written request provide to Lessor a certificate evidencing such coverage.

13. **Successors and Assigns.** This Lease shall inure to the benefit of, and be binding upon, Lessor and Lessee, and their respective heirs, successors and assigns. Lessor may sell, mortgage, transfer or lease the Property to others. However, any such sale, mortgage, lease or transfer by Lessor shall be subject to this Lease and any modifications or amendments thereof granted to Lessee prior to or after such sale, mortgage, lease or transfer. Further, any transfer of any portion of the surface rights of the Property shall automatically transfer with it the right to receive payments under this Lease in direct proportion to the fraction of the surface rights to the Property that have been transferred, said proportional payments being without regard to the presence or lack of Wind Farm facilities on the transferred parcel of the Property. Lessee may freely assign or sublet all or any portion of its interests under this Lease, and may sell, assign, lease or transfer any improvements (including WTGs and Transmission Facilities) that it may install on the Property, without obtaining the consent of Lessor. In the event of an assignment of Lessee's entire interest in this Lease, Lessee (including a successor Lessee by assignment) shall be released of all further liability under this Lease. If Lessee shall have assigned an interest or granted a sublease with respect to all or a portion of the Property or the Wind Farm, no such assignment or sublease shall be affected by a cancellation or termination of this Lease, and Lessor shall recognize the rights of the assignee or holder of the sublease hereunder, provided only that such assignee or sublease

holder attorn to Lessor upon its request. Lessor shall enter into a nondisturbance and attornment agreement, in form and substance reasonably acceptable to Lessee, upon the request of the assignee or sublease holder under any assignment or sublease. Lessee also shall have the right to grant subleases, licenses, or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Lease, without obtaining the consent of Lessor.

14. **Leasehold Financing.**

14.1 **Right to Encumber.** Lessee, any assignee or any holder of a sublease or license (herein, an “**Obligor**”) may at any time mortgage to any entity (herein, a “**Lender**”) all or any part of the Obligor’s interest under this Lease or such sublease or license without the consent of Lessor.

14.2 **Covenants for Lenders’ Benefit.** Should an Obligor mortgage any of its interest as provided in Section 14.1 above, Obligor and Lessor expressly agree between themselves and for the benefit of any Lenders as follows:

(a) They will not amend or modify, or take any action causing, consenting to or accepting the amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender.

(b) The Lenders shall have the right to do any act or thing required to be performed by Obligor under this Lease, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Lease and/or a forfeiture of any of Obligor’s rights under this Lease as if done by Obligor itself.

(c) The right of a Lender to receive notices and to cure Obligor’s defaults pursuant to the provisions of this Section 14.2 shall be available only to those Lenders which shall have notified Lessor in writing of their name and address, or whose lien is recorded in the official records of the County in which the Property is located, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Lessor shall become entitled to terminate this Lease due to an uncured default by Obligor, Lessor will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies Lessor that it must foreclose on Obligor’s interest or otherwise take possession of Obligor’s interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor’s interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Lessor and the sole recourse of the Lessor in seeking enforcement of its obligations under this Lease or any new lease entered into pursuant to Section 14.2(d) shall be to such Lender’s interest in this Lease and the Property. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

(d) In case of the termination of this Lease as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Obligor, Lessor shall give prompt notice to the Lenders. Lessor shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new lease agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination of this Lease by reason of default by Obligor, upon the same terms, covenants, conditions and agreements as contained in this Lease. Upon the execution of any such new lease agreement, the Lender shall (i) pay Lessor any amounts which are due Lessor from

Obligor; (ii) pay Lessor any and all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of the termination of this Lease to the date of the new lease agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Lease to be performed by Obligor to the extent that Obligor failed to perform the same prior to the execution and delivery of the new lease agreement.

(e) Lessor shall, at Lessee's or a Lender's request, provide to Lessee and/or Lender confirmation that Lender is a "Lender" for purposes of this Lease, a consent to or acknowledgment of the Lender's mortgage or other lien, and estoppel certificates as Lessee or the Lender may reasonably request.

15. **Taxes.** Lessee shall pay any personal property taxes on the Facilities, and Lessor shall pay all real property taxes and assessments levied against the Property. However, Lessee shall pay for any increase in the ad valorem property taxes levied against the Property that are assessed for the period from and after the date of this Lease until the end of the Term hereof to the extent that such increase is caused solely by the Wind Farm Operations; provided, however, such obligation shall not include any recaptured taxes attributable to any period prior to the date of this Lease or any interest or penalties thereon or to any increases in taxes due to reassessment upon a transfer of the fee interest in the Property by Lessor, and Lessee shall have the right, at its own expense, to appeal or contest any such increases and to compromise and settle the same and Lessor shall execute such petitions and agreements and otherwise cooperate with Lessee to the extent reasonably necessary for Lessee to do so.

16. **Cure Rights.** If Lessor fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Lease, then, in addition to its other rights and remedies, Lessee shall have the right to pay such taxes and other obligations, and/or remedy any such default, by any appropriate means, and the cost thereof shall be reimbursed to Lessee by Lessor within thirty (30) days after the date of Lessee's payment thereof. Lessee may offset such cost against any amounts owed to Lessor under this Lease.

17. **Tax Credits.** If under applicable Laws Lessee is 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, Lessor and Lessee shall amend this Lease 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.

18. **Defaults and Remedies.** In the event of any alleged default or failure to perform any obligation under this Lease, the nondefaulting Party shall give the alleged defaulting Party written notice thereof, which notice shall include the acts required to cure the same with reasonable specificity. The Party failing to make any monetary payment when due shall have a period of thirty (30) days after such notice is given within which to cure such default. In the event of any other failure, the defaulting Party shall have a period of thirty (30) days within which to cure such default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within thirty (30) days after such notice is given and thereafter prosecuted with due diligence. Delinquent payments shall bear interest from their respective due dates until paid at the rate of the lesser of: (i) twelve percent (12%) per annum; or (ii) the maximum rate permitted by Law. Each Party shall have the right to recover its actual damages as a result of any default under this Lease which is not cured within the applicable cure period. Each Party waives its right to recover consequential damages as a result of any default under this Lease. Any prohibited conduct under this Lease may be enjoined and this Lease shall be specifically enforceable, but neither Party's remedies shall include the right to terminate this Lease or evict the other Party from the Property.

19. **Termination by Lessee.** Lessee may choose to terminate this Lease for all or part of the Property by three (3) months advance written notice to Lessor at any time and for any reason. The portion of the Property remaining after any partial termination of this Lease shall thereafter be the "Property" for purposes of this Lease and all payment amounts based on acreage shall be adjusted accordingly.

20. **Attorneys' Fees.** The prevailing Party in any mediation, arbitration or litigation undertaken in connection with any default under this Lease shall be entitled to be paid its reasonable costs and attorneys' fees incurred in connection therewith by the losing Party; including such costs and fees as may be incurred on appeal, in any probate or bankruptcy proceeding, and in any petition for review; and including costs and fees as are incurred in connection with adjudication of any issues that are particular to such types of proceedings.

21. **Notices.** All notices to a Party pursuant to this Lease must be in writing and shall be sent only by United States Mail (first-class, certified, return-receipt requested), personal delivery, a nationally recognized overnight courier service that keeps records of deliveries, or by facsimile. For purposes of giving notice hereunder, the addresses and facsimile numbers of the Parties are as set forth in Sections 1.2 and 1.5 above. A Party may change its address and/or facsimile number at any time by giving written notice of such change to the other Party in the manner provided herein. Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return-receipt. Notices sent by a nationally recognized overnight courier service shall be deemed given on the date of delivery or attempted delivery as shown on the return receipt. Notices sent by personal delivery or courier service shall be deemed given on the date of delivery or refusal to accept delivery. Notices sent by facsimile shall be deemed given on the date of transmission as shown by the transmission record generated by the sending facsimile machine.

22. **Interpretation.** Each Party has reviewed this Lease and has been given an opportunity to obtain the assistance of counsel, and any rule of construction holding that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Lease. The captions of this Lease are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease. A waiver of a breach of any of the provisions of this Lease shall not be deemed to be a waiver of any succeeding breach of the same or any other provision of this Lease. Any determination of invalidity or unenforceability of any particular clause or provision of this Lease shall not affect the validity or enforceability of the remainder of this Lease.

23. **Force Majeure.** If performance of this Lease 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 as soon as such causes are removed. "Force Majeure" means: fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency; or any other act or condition beyond the reasonable control of a Party except for an inability to pay any debts when due.

24. **No Partnership.** Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture, co-tenants or any other association between Lessor and Lessee, other than the relationship of landlord and tenant. Lessor is not acting as an agent, partner or joint venture of enXco, Inc., and enXco, Inc., shall not have any liability under this Lease.

25. **Controlling Law.** This Lease shall be governed and construed in accordance with the internal laws of the State of Indiana.

26. **Entire Agreement.** This Lease and the attached exhibits constitute the entire agreement between the Parties and shall supersede all other agreements, whether written or oral, respecting the subject matter of this Lease. No addition or modification of any term or provision of this Lease shall be effective unless set forth in writing and signed by an authorized representative of the Parties.

27. **Execution in Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same contract.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date set forth above.

LESSOR:

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

LESSEE:

Power Partners Midwest, LLC,
a Delaware limited liability company

By: enXco, Inc.,
a Delaware corporation, its member

By: _____
Stephen Peluso
Vice President Development-Midwest Region

ACKNOWLEDGMENTS

Individual

STATE OF _____)
COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared _____, who, having been duly sworn, acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this ____ day of _____, _____.

Notary Public

Printed Name

My Commission Expires: _____

I am a resident of _____ County, _____.

STATE OF _____)
COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared _____, who, having been duly sworn, acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this ____ day of _____, _____.

Notary Public

Printed Name

My Commission Expires: _____

I am a resident of _____ County, _____.

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, who, having been duly sworn, acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this _____ day of _____, _____.

Notary Public

Printed Name

My Commission Expires: _____

I am a resident of _____ County, _____.

STATE OF MINNESOTA }
 } ss
COUNTY OF HENNEPIN }

The foregoing instrument was acknowledged before me on _____, 2010, by Stephen Peluso the Vice President Development-Midwest Region, of enXco, Inc., a Delaware corporation, member of Power Partners Midwest, LLC, a Delaware limited liability company, on behalf of said corporation.

Signature of Notary Public

Place Notary Stamp or Seal Above

Trust

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, as trustee of the _____, who, having been duly sworn, acknowledged the execution of the foregoing instrument on behalf of said trust, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, _____.

Notary Public

Printed Name

My Commission Expires: _____

I am a resident of _____ County, _____.

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, as trustee of the _____, who, having been duly sworn, acknowledged the execution of the foregoing instrument on behalf of said trust, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, _____.

Notary Public

Printed Name

My Commission Expires: _____

I am a resident of _____ County, _____.

Corporation

STATE OF _____)
COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____, a[n] _____ corporation, who having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such corporation and stated that the representations contained therein are true.

WITNESS my hand and Notarial Seal this ____ day of _____, _____.

Notary Public

Printed

My Commission Expires: _____

I am a resident of _____ County, _____.

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

Signature

Printed Name: _____

EXHIBIT A

[Legal Description of Property]

Assessor's Parcel Number - _____

Acres: _____

ADDENDUM TO WIND FARM LAND LEASE

THIS ADDENDUM TO WIND FARM LAND LEASE ("**Addendum**") is made as of _____, 2010 between _____ ("**Lessor**"), and Power Partners Midwest, LLC, a Delaware limited liability company, ("**Lessee**"), with reference to the following facts:

A. This Addendum is attached to and made a part of that certain Wind Farm Land Lease dated concurrently herewith (the "**Lease**"), for the Property as defined therein.

B. Lessor and Lessee desire to supplement and amend the Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for the value set forth herein, the sufficiency of which is hereby mutually acknowledged, Lessor and Lessee agree as follows:

1. Capitalized Terms. Unless otherwise provided herein, defined terms used in this Addendum shall have the meanings set forth in the Lease.

2. Effect of Addendum. The terms and provisions of this Addendum modify and supercede any provisions of the Lease to the extent herein provided notwithstanding the fact that the Lease and this Addendum are being executed at approximately the same time. Except as modified and superceded by this Addendum, the Lease shall remain in full force and effect.

3. Modifications to Lease. The Lease is hereby modified, amended and supplemented, as the case may be, as follows:

a. Section 1.9 (a) shall be deleted in its entirety and replaced with the following:

1.9 "Annual Operating Payments"

"The greater of (a) \$1.10 per Megawatt Hour (as defined in Section 4.2 below) but not less than Three Thousand Five Hundred Dollars (\$3,500.00) per one (1.0) megawatt of turbine nameplate capacity installed on the Property ("**Minimum Turbine Payment**") except as allowed per Section 4.2 or (b) Fifteen Dollars (\$15.00) per acre comprising the Property as of the date of payment. All such payments shall be rounded to the nearest hundred and shall be adjusted upwards in accordance with Section 4.2 below."

b. Section 4.2 shall be deleted in its entirety and replaced with the following:

4.2 "Annual Operating Payments"

Commencing with the Wind Farm Operation Date, Lessee shall make annual payments to Lessor pursuant to Section 1.9 above until this Lease expires or is rightfully terminated. The Annual Operating Payment shall be made, prospectively within sixty (60) days after the Wind Farm Operation Date and each subsequent anniversary date. Beginning on the second anniversary of the Wind Farm Operation Date and each subsequent anniversary date, Annual Operating Payments including the Minimum Turbine Payment shall be adjusted upward by Two and One-half Percent (2.5%), compounded annually. For purposes of this Lease, "**Megawatt Hour**" shall mean the actual energy produced annually as of each anniversary of the Wind Farm Operation Date by the entire Wind Farm; divided by the total number of WTG's in the entire Wind Farm; then multiplied by the number of WTG's on the Property. If Lessee installs one or more WTG's on the Property, under no circumstances shall the Annual Operating Payment be less than the

Minimum Turbine Payment per year except in partial years where such payment shall be prorated. Annual Operating Payments shall be made based on the actual energy produced during the year prior to such payment being due. For the first year of the Operating Period the Annual Operating Payment shall be the Minimum Turbine Payment. Operating Period Payments shall be calculated per parcel of real property as defined by a Parcel Tax ID number indicated in Exhibit A. Additionally:

(a) Lessee shall pay to Lessor a one-time payment based on current fair market per acre, as determined in Lessee's sole discretion, prorated by the amount of acreage actually encumbered on the Leased Property for an overhead distribution, collection or transmission line installed on the Property by Lessee as part of the Wind Farm within sixty (60) days after the Wind Farm Operation Date, should it be determined such a line is necessary for the operation of the Wind Farm. Distribution, collection or transmission lines installed underground on the Property shall not be subject to this payment. Lessor agrees to execute a Transmission Line Easement if it is determined by Lessee to be necessary for the Wind Farm operation.

(b) Should Lessee install any anemometers, meteorological towers and other wind and weather measurement, monitoring and recording equipment and facilities and associated roads separate from any WTG's installed on the Property, Lessee shall pay to Lessor the amount of Three Thousand Dollars (\$3,000.00) per year, commencing on the installation of any such equipment and facilities and continuing until the end of this Lease or the removal of any such equipment and facilities. An additional one time payment shall be made by Lessee to Lessor in the amount of One Thousand Dollars (\$1,000.00) as an installation bonus. If Lessor is required to remove crops at any time for installation or maintenance, Lessee shall pay to Lessor the amount of Five Hundred Dollars (\$500.00) as an inconvenience fee.

IN WITNESS WHEREOF, this Addendum is made as of the date first above written.

LESSOR:

By: _____

Printed Name: _____

Title: _____

03/05/09

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

LESSEE:

Power Partners Midwest, LLC
a Delaware limited liability company

By: enXco, Inc.
a Delaware corporation, its member

By: _____
Stephen Peluso
Vice President Development-Midwest Region

SECOND ADDENDUM TO WIND FARM LAND LEASE

THIS SECOND ADDENDUM TO WIND FARM LAND LEASE ("2nd Addendum") is made as of _____, 2010 between _____ (and spouse, if any, or a single person) ("Lessor"), and Power Partners Midwest, LLC, a Delaware limited liability company, ("Lessee"), with reference to the following facts:

A. This Addendum is attached to and made a part of that certain Wind Farm Land Lease dated concurrently herewith (the "Lease"), for the Property as defined therein.

B. Lessor and Lessee desire to supplement and amend the Lease and the Addendum to Wind Farm Lease ("Addendum") on the terms and conditions set forth herein.

NOW, THEREFORE, for the value set forth herein, the sufficiency of which is hereby mutually acknowledged, Lessor and Lessee agree as follows:

1. Capitalized Terms. Unless otherwise provided herein, defined terms used in this Addendum shall have the meanings set forth in the Lease.

2. Effect of Addendum. The terms and provisions of this 2nd Addendum modify and supercede any provisions of the Lease and the Addendum, and to the extent herein provided. Except as modified and superceded by this 2nd Addendum, the Lease and the Addendum shall remain in full force and effect.

3. Modifications to Lease and Addendum. The Lease and Addendum are hereby modified, amended and supplemented, as the case may be, as follows:

Section 4.2 shall be deleted in its entirety and replaced with the following:

4.2 "Annual Operating Payments"

Commencing with the Wind Farm Operation Date, regardless of the amount of electricity generated on the Property, Lessee shall make annual payments to Lessor pursuant to Section 1.9 above (the "Annual Operating Payments") until this Lease expires or is rightfully terminated. The Annual Operating Payments shall be made, prospectively, within sixty (60) days after the Wind Farm Operation Date and each subsequent anniversary date. Beginning on the second anniversary of the Wind Farm Operation Date and each subsequent anniversary date, Annual Operating Payment including the Minimum Turbine Payment shall be adjusted pursuant to Lessor's choice at the time of executing this Lease, either:

(i) upward by two and one-half percent (2.5%) compounded annually.

or

(ii) adjusted up or down using the consumer price index ("CPI"). CPI refers to the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items (including food and energy), 1982-84=100 (unadjusted) as a base of 100. The CPI rental adjustment is computed by dividing the CPI for the calendar month immediately preceding the adjustment by the CPI for the month immediately preceding the prior 12 month period, and multiplying the quotient by the current rental rate.

Annual Operating Payments for partial years shall be prorated.

For purposes of this Lease, "**Megawatt Hour**" shall mean the actual energy produced annually as of each anniversary of the Wind Farm Operation Date by the entire Wind Farm; divided by the total number of WTG's in the entire Wind Farm; then multiplied by the number of WTG's on the Property. If Lessee installs one or more WTG's on the Property, under no circumstances shall the Annual Operating Payment be less than the Minimum Turbine Payment per year except in partial years where such payment shall be prorated. Annual Operating Payments shall be made based on the actual energy produced during the year prior to such payment being due. For the first year of the Operating Period the Annual Operating Payment shall be the Minimum Turbine Payment. Operating Period Payments shall be calculated per parcel of real property as defined by a Parcel Tax ID number indicated in Exhibit A. Additionally:

(a) Lessee shall pay to Lessor a one-time payment based on current fair market per acre, as determined in Lessee's sole discretion, prorated by the amount of acreage actually encumbered on the Leased Property for an overhead distribution, collection or transmission line installed on the Property by Lessee as part of the Wind Farm within sixty (60) days after the Wind Farm Operation Date, should it be determined such a line is necessary for the operation of the Wind Farm. Distribution, collection or transmission lines installed underground on the Property shall not be subject to this payment. Lessor agrees to execute a Transmission Line Easement if it is determined by Lessee to be necessary for the Wind Farm operation.

(b) Should Lessee install any anemometers, meteorological towers and other wind and weather measurement, monitoring and recording equipment and facilities and associated roads separate from any WTG's installed on the Property, Lessee shall pay to Lessor the amount of Three Thousand Dollars (\$3,000.00) per year, commencing on the installation of any such equipment and facilities and continuing until the end of this Lease or the removal of any such equipment and facilities. An additional one time payment shall be made by Lessee to Lessor in the amount of One Thousand Dollars (\$1,000.00) as an installation bonus. If Lessor is required to remove crops at any time for installation or maintenance, Lessee shall pay to Lessor the amount of Five Hundred Dollars (\$500.00) as an inconvenience fee.

IN WITNESS WHEREOF LESSOR HAS CHOSEN OPTION (Check and Initial One)

OPTION (i) _____

OPTION (ii) _____

This Addendum is made as of the date first above written.

LESSOR:

Robert L. Johnson

03/05/09

LESSEE:

Power Partners Midwest, LLC
a Delaware limited liability company

By: enXco, Inc.
a Delaware corporation, its member

By: _____
Stephen Peluso
Vice President Development-Midwest Region

THIRD ADDENDUM TO WIND FARM LAND LEASE

THIS THIRD ADDENDUM TO WIND FARM LAND LEASE ("**3RD Addendum**") is made as of _____, 2010 between _____ ("**Lessor**"), and Power Partners Midwest, LLC, a Delaware limited liability company, ("**Lessee**"), with reference to the following facts:

A. This 3RD Addendum is attached to and made a part of the Wind Farm Land Lease (the "**Lease**"), for the Property as defined therein.

B. Lessor and Lessee desire to supplement and amend the Lease, the Addendum, the Second Addendum to Wind Farm Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for the value set forth herein, the sufficiency of which is hereby mutually acknowledged, Lessor and Lessee agree as follows:

1. Capitalized Terms. Unless otherwise provided herein, defined terms used in this Addendum shall have the meanings set forth in the Lease.

2. Effect of Addendum. The terms and provisions of this 3rd Addendum modify and supercede any provisions of the Lease the Addendum, and the Second Addendum to the extent herein provided. Except as modified and superceded by this 3rd Addendum, the Lease, the Addendum and the Second Addendum shall remain in full force and effect.

3. Modifications to Lease and Addendum. The Lease, the Addendum and the Second Addendum are hereby modified, amended and supplemented, as the case may be, as follows:

Section 6.3 (b) shall be deleted in its entirety and replaced with the following:

(b) Lessee covenants and agrees that it shall not use, store, dispose of or release on the Property or cause or permit to exist or be used, stored, disposed of or released on the Property as a result of Lessee's operations, any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any Laws, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor or its employees, agents, and assigns, and is in full compliance with all applicable Laws. Should any claim or action be brought against Lessee in connection with its operations with respect to any of the foregoing, Lessee shall immediately notify Lessor and shall indemnify, defend and hold Lessor harmless against any and all losses, liabilities, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, damage or harm resulting therefrom.

IN WITNESS WHEREOF, this Addendum is made as of the date first above written.

LESSOR:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

LESSEE:

Power Partners Midwest, LLC
a Delaware limited liability company

By: enXco, Inc.
a Delaware corporation, its member

By: _____
Stephen Peluso
Vice President Development-Midwest Region

03/05/09