

LICENSE AND OPTION AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the _____ day of _____, 2006 (hereinafter referred to as the **"Effective Date"**) between FPLE Canadian Wind, ULC, a company incorporated pursuant to the laws of the Province of Alberta (hereinafter referred to as the **"Developer"**) and _____ (**"Owner"**) (the Developer and the Owner may be herein collectively referred to as the **"Parties"**)

WHEREAS Owner has granted to Developer a license to conduct wind resource assessment, which may include constructing and installing test wind towers (the **"Towers"**) and gather data from such Towers; and

WHEREAS Developer will analyze such data and determine whether or not it wants to construct, own or operate one (1) or more wind turbines (the **"Turbine(s)"**) on properties located in the vicinity in which the Towers are located, including on the Property as defined below; and

WHEREAS Developer and Owner have agreed to enter into this Agreement for the purpose of granting to Developer an exclusive option to acquire certain easement rights for purposes of the siting of the Turbines on the Property as defined below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Option to Enter into Easement, License & Compensation.

1.1 Subject to the terms and conditions set out herein, Owner hereby grants Developer the exclusive option to acquire an easement in respect of the property described on the **Schedule A** attached to the easement form attached hereto as **Schedule A ("Property")** for the purposes of owning and/or operating the Turbine(s) on the Property (**"Option"**). The Option shall be exercisable by Developer upon its sole discretion. Upon written notice by Developer to Owner that Developer has exercised the Option, Owner shall, subject to Section 2, duly execute and deliver to Developer on such date as is specified by Developer to Owner such easement substantially in the form attached hereto as **Schedule A** upon the terms and conditions provided therein (**"Easement"**).

1.2 The Option shall be exercisable by Developer from the Effective Date up to and including the date which is five (5) years after the Effective Date.

1.3 In consideration of the Option granted by Owner, Developer shall pay to Owner a one time only signing bonus of Four Thousand Dollars (\$4000.00) within sixty (60) days of the Effective Date. Developer shall also pay to Owner the sum of Six Dollars (\$6.00) per acre of Property within sixty (60) days of the Effective Date and thereafter, during the term of this Option, annually on the anniversary date that the first Option payment is made to Owner. Developer shall not be obligated to make any Option payments to Owner once the Option is exercised.

1.4 Owner hereby grants to Developer, during the term of this Option, the right to enter upon the Property, at such times as are agreed to by the Parties, acting reasonably, to allow the

Developer to undertake studies and tests on, above and below the Property and to construct and install scientific equipment and anemometer towers, wind energy conservation systems and related equipment.

2. Scope of Easement

2.1 Developer may, at its sole and absolute discretion and at its sole cost and expense, limit the term of the easement over a portion of the Property to twenty-one (21) years less one (1) day, provided, further, that if Developer has complied with the provisions of the Planning Act by obtaining any required consents from the local Land Division Committee or Committee of Adjustment, then the rights, privileges and easement hereby granted shall continue in perpetuity or until Developer shall execute and deliver a release and abandonment thereof.

2.2 In the event that Developer exercises the Option and decides upon a scope of easement, it shall be understood and agreed by the Parties that the form of Easement attached as **Schedule A** hereto shall be amended by the Parties as required to accurately reflect such scope of the Easement in a commercially reasonable and good faith manner and in such a way so as not to unduly prejudice the Owner's or the Developer's ability to conduct their respective businesses.

3. Covenants, Representations & Warranties

3.1 We,

.....and.....

being spouses within the meaning of Section 1(1) of the Family Law Act, R.S.O. 1990, c. F.3., together with any amendments thereto, do hereby consent to the transaction evidenced by this Agreement and the registration of same on the title to the Property.

3.2 Developer hereby represents and warrants that it is a company, duly organized, validly existing and in good standing under the laws of Alberta and that it has the right, power and privilege to execute and deliver this Agreement and to perform its obligations hereunder.

3.3 Owner acknowledges that Owner has had the full opportunity to obtain independent legal representation or advice in connection with this Agreement.

3.4 Owner hereby agrees and covenants to:

(a) subsequent to the execution and delivery of this Agreement and without any additional consideration, execute and deliver or cause to be executed and delivered any further legal instruments, including, without limitation, any required consents or acknowledgements in favour of Developer's lenders, and perform any acts which are or may become necessary to effectuate the purposes of this Agreement and to complete the transactions contemplated hereunder; and

(b) appoint Developer to act as Owner's agent for the purpose of executing such consents or authorizations as may be necessary for the Developer to obtain any necessary consents from the local Land Division Committee or Committee of Adjustment or make any application for re-zoning or site plan approval pursuant to this Agreement, and agrees to cooperate in any such applications.

3.5 Developer hereby covenants that should it elect to exercise the Option, it shall, at its sole cost and expense and prior to accessing the Property for any purpose related to the siting, assessment or construction of the Turbine(s) contemplated to be erected by Developer herein, provide and maintain in full force and effect with financially responsible insurance carriers, insurance with commercially reasonable coverages, which shall remain in effect during the term of the Easement or any extension thereof or as otherwise specified herein and which shall, if applicable, include (but not be limited to):

(a) automobile liability insurance covering owned, non-owned, hired, leased and rented automobiles and automotive equipment providing coverage for injury, death, or property damage;

(b) commercial general liability insurance covering bodily injury, death, personal injury and damage to property; and

(c) workers compensation as required by the Ontario Workplace Safety and Insurance Act (Ontario) or similar legislation covering all persons employed by Developer or subcontractors for work performed under this Agreement,

(d) and Developer shall, prior to starting work on the Property, supply Owner with a certificate of insurance outlining the applicable coverages and indicating that the coverages will not be cancelled, non-renewed, nor materially changed by endorsement or through issuance of other policies of insurance which restricts or reduces coverage, without ninety (90) days' advance written notice to Owner.

3.6 .

(a) If after the Effective Date Developer conducts a title search and such search reveals, that Owner is not the legal and beneficial owner of the Property or does not have the legal right and authority to grant to Developer, its employees, servants, agents, consultants, contractors and subcontractors the right to access the Property or has granted an easement or other property right related to the Property ("**Prior Encumbrance**") to any other person that would interfere with the rights granted to the Developer hereunder, Developer may, in its sole discretion, terminate this Agreement effective immediately. If Developer elects not to terminate this Agreement, Owner agrees to cooperate with Developer to obtain from the holder of such Prior Encumbrance any non-disturbance agreement that Developer or its lender(s) may reasonable require.

(b) If the title search reveals a Prior Encumbrance, Developer, in its sole and absolute discretion, may decide to consult with the holder of such Prior Encumbrance and Owner shall cooperate with Developer to resolve any issues that may arise out of the exercise of the Option vis-à-vis the Prior Encumbrance with the goal of determining whether the Prior Encumbrance and the Easement can co-exist over the Property.

(c) Following the title search, Developer may decide, in its sole and absolute discretion, to amend this Agreement and the Schedules hereto to reflect the results thereof. In such event, Owner covenants to execute such amendment or other document as Developer, in its sole and absolute discretion, deem necessary.

(d) Notwithstanding Section 3.6(b), the Developer may choose to terminate this Agreement at any time pursuant to Section 3.6(a).

3.7 Owner hereby represents and warrants that it is the legal and beneficial owner[s] in fee simple of the Property and has the legal right and authority to grant to the Developer, its servants, employees, agents, consultants, contractors and sub-contractors the right to access the Property on the terms and conditions set out herein and has not and will not grant an easement or any other property rights related to the Property to any other person that would interfere with the rights granted to the Developer hereunder, save and except for any easements, petroleum or natural gas leases or any other property rights granted by the Owner prior to the Effective Date.

3.8 Owner covenants and agrees to execute all applications, consent, permissions, agreements, postponements, partial discharges and any other documents which the Developer may require in connection with obtaining any rezoning, governmental approvals, consents, permits or variances (collectively "**Approvals**") and in connection with entering into by the Developer of any agreements with such governmental and public authorities as may be necessary to give due force and effect to and in furtherance of the Developer's applications, and the Owners shall produce all other documents and information which may be required in connection with such applications. All applications for Approvals, shall be made by the Developer, at its sole cost and expense and any costs associated with such Approvals shall be borne by Developer. The Developer agrees that the obligation of the Owner pursuant to this paragraph shall be restricted to execution of documents and production of documents and information and shall not impose upon the Owner any financial obligation whatsoever.

4. Termination

4.1 Except as otherwise stipulated herein, this Agreement shall terminate at the earlier of:

(a) failure by the Developer to pay the requisite payments provided for hereunder, after written demand by the Owner, unless otherwise agreed to by the Parties;

(b) receipt by the Owner of notice from the Developer of the Developer's desire to terminate the Agreement;

(c) termination by the Developer pursuant to Section 3.6; or

(d) the expiry of the term of the Option as set out in Section 1.2.

4.2 The representations, warranties, covenants and agreements contained in Article 3 hereof shall survive the termination of this Agreement and remain in full force and effect.

4.3 In the event that this Agreement is terminated on the date stipulated in Section 4.1(b) (the "**Early Termination Date**"), Developer shall be released from having to pay any further Option payment under this Agreement.

5. Notices

5.1 Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement (referred to in this Section as a "notice") to the other Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such other Party:

In the case of notice to the Developer, to:

FPLE Canadian Wind, ULC
700 Universe Blvd.
Juno Beach, FL 33408
Attention: Business Management
Telephone: (561)
Facsimile: (561)

In the case of the Owner, to:

Attention: _____
Telephone: _____
Facsimile: _____

or at such other address as the Party to whom such writing is to be given shall have last notified to the Party giving the same in the manner provided in this Section. Any notice personally delivered to the Party to whom it is addressed as provided in this Section shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed to the address and in the manner provided for in this Section shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing in Ontario. Any notice transmitted by fax shall be deemed to have been given and received on the first Business Day after its transmission.

5.2 For the purposes of this Section, the term "**Business Day**" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

6. General Provisions

6.1 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

6.2 All matters in dispute between the Parties pursuant to this Agreement shall be resolved by good-faith negotiation. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in

equity. Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this agreement shall be to the Court. Time is of the essence with regard to the terms and conditions of this agreement.

6.3

(a) Subject to Subsection 6.3(c) below, this Agreement may be assignable by Owner to a successor in title.

(b) Subject to Subsection 6.3(c) below, Developer shall be able to assign this Agreement without the prior consent of Owner to any persons, including to its lender(s) as security for Developer's obligations to such lender(s). Owner shall execute and deliver any consent and acknowledgement reasonably requested by such lender.

(c) No assignment by either Developer (except in the case of an assignment of this Agreement to its lender(s)) or Owner shall be effective unless and until the assignee executes an assumption agreement with respect to this Agreement agreeing to be bound by the terms hereof to the same extent as if it had been an original party hereto.

6.4 This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, executors, administrators and other legal representatives and, to the extent permitted hereunder, their respective successors and permitted assigns.

6.5 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision (or part thereof) and everything else in this Agreement shall continue in full force and effect.

6.6 No change or modification of this Agreement shall be valid unless it is in writing and signed by each Party hereto.

6.7 This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement. The Parties hereto acknowledge that there is no representation, warranty, and agreement or understanding between them, whether express or implied, which has induced any of the Parties hereto to enter into this Agreement except as expressly stated herein.

6.8 No failure on the part of any Party to exercise, and no delay by any Party in exercising, any right under this Agreement shall operate as a waiver of such right, unless the Party gives written notice to the other Party of its intention to waive such right.

6.9 This Agreement shall commence on the Effective Date.

6.10 Time shall be of the essence of this Agreement.

6.11 The section headings herein have been inserted for ease of reference only and shall not affect the construction or the interpretation of this Agreement.

6.12 This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

6.13 Delivery of this Agreement by facsimile transmission shall constitute valid and effective delivery.

6.14 Any monies to be paid pursuant to this Agreement shall be in Canadian funds.

6.15 This Agreement shall be effective to create an interest in the Property for any continuation of the term subsequent to the initial period of twenty-one (21) years less one (1) day only if the subdivision control provisions of the *Planning Act* (Ontario) are complied with.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date first above written.

Developer:

FPLE Canadian Wind, ULC,
an Alberta company

By: _____

Name: _____

Title: _____

Date: _____

Owner:

[insert Owner's Name]

Name: _____