

SOLAR LEASE AND EASEMENT AGREEMENT

THIS SOLAR LEASE AND EASEMENT AGREEMENT (this “**Agreement**”) is made, dated and effective as of _____, _____ (the “**Effective Date**”), by and between, **XXXXXXXXXXXXXXXX** (together with all successors, assigns and heirs, comprising “**Owner**”), and **Invenergy Solar Development North America**, a **Delaware** limited liability company (together with its transferees, successors and assigns, “**Grantee**”), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Agreement. Owner and Grantee are sometimes referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties at the time the Agreement was executed and became effective**.”

1. Lease; Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner and Grantee, upon the terms and conditions set forth in this Agreement, Owner hereby grants and conveys to Grantee an exclusive easement and lease to convert, maintain and capture the flux of solar energy arriving over across and through the surface estate of that certain real property, including, but not limited to, the air space thereon, located in _____ County, (the “**County**”), State of Minnesota consisting of **XXXXXXXXXXXX (xxxx)** acres, as more particularly described in Exhibit A attached hereto and incorporated herein (the “**Property**”) for the purposes set forth below.

1.1 Purposes of the Lease/Easement. This Agreement is solely and exclusively for solar energy purposes (as such term is broadly defined, including ancillary rights related thereto and necessary for the development and operation of Solar Facilities (as defined below), and not for any other purpose, and Grantee shall have the exclusive right to develop and use the Property for solar energy purposes and to derive all profits therefrom, including but not limited to the following activities (collectively, “**Site Activities**”):

(a) Converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted;

(b) Determining the feasibility of solar energy conversion on the Property or on adjacent lands, including studies of solar energy emitted upon, over and across the Property and other meteorological data, environmental studies and extracting soil samples;

(c) Constructing, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following only for the benefit of the Project or Projects (as defined below) (i) solar energy collection and electrical generating equipment of any kind (including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively, “**Solar Generating Equipment**”); (ii) underground electrical distribution (and overhead lines within the fenced area of the Solar Facilities or public right of way), collection, transmission and communications lines or cables, electric combiners, inverters, transformers and, free standing energy storage facilities, and telecommunications equipment; (iii) roads; (iv) meteorological measurement equipment; and (v) installing, operating, maintaining, repairing and replacing any other incidental, ancillary improvements, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing (all of the above, including the Solar Generating Equipment, collectively “**Solar Facilities**”). Lessee shall use the Property only for the evaluation, development, construction, installation, maintenance, and operation of Solar Facilities. Any improvements, fixtures or structures other than Solar Facilities shall not be installed without the express written consent of Owner. Any use of the Property as a construction lay down area or for installation of

any buildings or substation including a freestanding energy storage facility, are not permitted by this Agreement and will require separate negotiation and agreement by Owner and Grantee.

(d) The term “**Project**”, for the purposes of this Agreement, means an integrated solar energy generation system, consisting of Solar Facilities, that is constructed and operated on the Property, together with adjacent lands, by Grantee, or a third party authorized by Grantee. Grantee may determine whether any particular group of Solar Facilities constitutes a single Project or multiple Projects for purposes of this Agreement, and in the case of multiple Projects, which portion of the Property shall be included within each Project.

(e) During the Term before any Grantee construction is about to occur, Owner agrees to provide Grantee with current information concerning the status and location of all other land uses occurring on the Property (including, without limitation, agricultural use, industrial use and oil and gas exploration and production activities). Any new leases or renewals and or extensions of existing leases, options to lease, seismic operations, or any other agreement made by Owner with a third party after the Effective Date regarding use of the Property (including any of the foregoing related to water, oil, gas or other minerals on the Property) shall contain language that states that such third party shall not disturb, interfere with, preclude, or destroy Grantee’s rights hereunder.

(f) Grantee shall use all reasonable efforts to avoid interference with Owner’s agricultural activities during Grantee’s assessment and development activities and, subject to Grantee’s rights under this Agreement, Owner may continue to farm or otherwise use the Property until Grantee commences construction or other activities allowed by this Agreement which require physical occupancy or use of an applicable portion of the Property.

(g) Grantee shall provide Owner with reasonable prior notice of its expected commencement of construction of Solar Facilities, and in any event no less than thirty (30) days prior to such commencement (“Construction Notice”).

2. Grant of Additional Easements.

2.1 Owner hereby grants, conveys and warrants to Grantee the following additional easements upon, over, across and under the Property as of the Effective Date:

Non-Obstruct. An exclusive easement to capture, use and convert the unobstructed flux of solar energy over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term.

(a) Interference. An exclusive easement for electromagnetic, audio, visual, view, light, noise, vibration, electrical, radio interference, or other effects attributable to the Solar Generating Equipment, the Project or any Site Activities to the extent consistent with applicable permits and laws.

(b) Access Easement. A non-exclusive easement for ingress to and egress from any Project or Projects over and across that portion of the Property by means of roads and lanes thereon if existing or later constructed by Owner, or upon a defined area of the Property as described in final construction plans after input by Owner.

(c) Other Easements. All other easements reasonably necessary to accomplish the activities permitted by this Agreement and consistent with the limitations in this Agreement and all permits and applicable laws, including without limitation, generation-tie and transmission line easements, utility easements (including underground, electricity, water, and telephone), drainage easements from Solar Generating Equipment and during construction, and geotechnical and environmental testing and sampling easements.

3. Term. The term of this Agreement shall commence on the Effective Date and continue for the following described periods (collectively, the “**Term**”):

3.1 Development Term. This Agreement shall be for an initial term (the “**Development Term**”) commencing on the Effective Date and continuing until the earlier to occur of: (a) the Construction Date (as defined below) or (b) the fifth (5th) anniversary of the Effective Date. The terms “commencing construction” and “commencement of construction” as used in this Agreement shall mean that date on which Grantee begins grading of any portion of the Property for the installation of the Solar Facilities, however, upon prior consultation with Owner in which Grantee provides a written proposal detailing the nature and scope of the specific construction activities Grantee intends to undertake (“**Limited Construction Activities**”), Grantee may perform such Limited Construction Activities on the Property without triggering the commencement of the Construction Term. Limited Construction Activities may include installation of inverter pads but shall not include occupancy of, or dispossession of Owner from, more than two acres of the Property described in this Agreement. During any period in which Grantee is performing Limited Construction Activities, Grantee shall be required to (a) make all ongoing Development Term payments due under this Agreement plus the additional payment described in Exhibit B, paragraph 3; and (b) make all applicable surface damage and Crop Compensation payments arising from the Limited Construction Activities. If, at any time during Grantee’s Limited Construction Activities on the Property, Grantee determines that its activities materially exceed the written scope of work for Limited Construction Activities originally provided to Owner, Grantee shall then be obligated to also commence paying Owner the construction term payment described in Exhibit B, paragraph 2 for the acreage affected by the Grantee’s construction activities until commencement of the full Construction Term.

3.2 Construction Term. The Development Term shall end upon the commencement of the Construction Term.

3.3 Operations Term. The Operations Date shall be the date on which Grantee begins selling electrical energy generated by substantially all of the Solar Generating Equipment to be included in the Project to a third party power purchaser (as declared by Grantee, the “**Operations Date**”). Grantee shall notify Owner of the Operations Date. Upon the expiration of the Development Term, the term of this Agreement shall automatically extend for an additional twenty-five (25) year term (the “**Operations Term**”).

3.4 Extended Term. Provided that (i) Grantee has not fully surrendered or terminated this Agreement, and (ii) Grantee is not currently in default, and has fully cured any under this Agreement, including any unsatisfied judgments in favor of Owner, then on or before the expiration of the Operations Term, Grantee may, at its option, extend the term of this Agreement for an additional twenty-five (25) year period (the “**Extended Term**”). Grantee may exercise its option to extend this Agreement for the Extended Term by giving Owner written notice thereof on or before the date that is one hundred and eighty (180) days prior to the expiration of the Operations Term.

4. Payments to Owner. In consideration of the rights granted hereunder, Grantee will pay Owner the amounts set forth in Exhibit B attached hereto. Exhibit B shall not be recorded without the specific prior written consent of Grantee.

5. Ownership of Solar Facilities. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Solar Facilities at any time. Except for those payments described in this Agreement, including Exhibit B, Owner shall not be entitled to any other payments or benefits accrued by or from the Project, including, but not limited to, renewable energy credits, environmental credits or tax credits.

6. Taxes. (a) Owner shall pay all taxes, assessments, or other governmental charges, general and specific, that shall or may during the Term be imposed on, or arise in connection with the Property itself; provided, however, during the Term Grantee shall be liable for any (i) personal property taxes or assessments levied against the Solar Facilities (including any production taxes), (ii) taxes levied against Grantee's separate leasehold or easement interests in the Property, and (iii) any incremental increase in real property taxes, assessments, or other governmental charges against the Property directly resulting from the presence of the Solar Facilities installed upon the Property, including any reclassification of the Property ("**Grantee Taxes**"). To the extent the applicable taxing authority provides a separate tax bill for the Grantee Taxes to Grantee, Grantee shall pay such Grantee Taxes directly to the applicable taxing authorities prior to the date such Grantee Taxes become delinquent. If a separate tax bill for the Grantee Taxes is not provided to Grantee, Grantee shall pay the Grantee Taxes within thirty (30) days following receipt of written demand from Owner of the amount of the Grantee Taxes with a copy of the applicable tax bill. Both Parties shall pay their respective tax bills when due and if either Party fails to make such payments when due, then the other Party may, but shall not be obligated to, pay the taxing authorities the entire amount due on the tax bill, including any interest and/or penalties and obtain reimbursement for such amount paid on behalf of such Party (including any penalties or interest) plus interest (computed from the date of payment) at a rate equal to the sum of: (i) two percent (2%) per annum; plus, (ii) the prime lending rate as from time to time may be published by The Wall Street Journal under the "Money Rates" section; provided, that in no event shall such total interest exceed the maximum rate permitted by applicable law. If Grantee pays taxes, assessments, and/or real property taxes on behalf of Owner that are Owner's obligation hereunder, Grantee may offset the amount of such payments against amounts due Owner under this Agreement.

(b) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which it is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

7. Indemnity/Liability.

7.1 Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below)(each, an "**Indemnified Party**") from and against any and all third party (excluding Related Persons) claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "**Claims**") suffered or incurred by such Indemnified Party, for physical injury to any person (excluding Related Persons) or physical damage to property arising from (i) the negligence or intentional tortious acts or omissions of the Indemnifying Party or (ii) a violation of applicable laws or permits. Notwithstanding the foregoing to the contrary, Grantee may elect, upon written notice, to control any or all aspects of the defense of any legal action for which it has assumed an indemnity obligation.

7.2 In no event shall an Indemnifying Party be liable to an Indemnified Party to the extent any Claim is caused by, arises from or is contributed to by the negligence or intentional tortious acts or omissions of any Indemnified Party. Neither Party shall be indemnified for Claims resulting from its sole negligence or intentional wrongful acts. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy.

7.3 Except for payments expressly required herein, in no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, shall either Party be liable to the other Party, or any Indemnifying Party be liable to an Indemnified Party for loss of profit or revenues, loss of business opportunities or for any other special, consequential, incidental, indirect or exemplary damages.

7.4 Owner agrees that neither Owner nor any Related Person may bring a claim for nuisance or other damages arising from the ordinary operation of the Solar Facilities as long as such operation is conducted in compliance with all applicable laws and permits.

In no event shall either Party or its Related Persons be liable to the Other Party for expenses incurred in such other Party's lawful enforcement of its rights under this Agreement for a default during any applicable cure period.

7.5 As used herein the term "Related Person" shall mean:

(a) With respect to Owner, any members, shareholders, officers, employees, servants, guests, representatives, agents, heirs, successors and assigns or invitees of Owner; or

(b) With respect to Grantee, its members, shareholders, any affiliates, contractors, lessees, and sublessees of Grantee, and each of their respective, principals, officers, employees, servants, agents, representatives, subcontractors, licensees, invitees, and/or guests.

7.6 This Section 7 shall survive the expiration or earlier termination of this Agreement.

8. Grantee's Representations, Warranties, and Covenants. Grantee hereby represents, warrants, and covenants to Owner that:

8.1 Grantee's Authority. Grantee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Grantee is authorized to do so. Upon execution by all Parties hereto, this Agreement shall constitute a valid and binding agreement enforceable against Grantee in accordance with its terms.

8.2 Minimal Impacts. Grantee agrees to conduct its Site Activities and to locate and operate its Solar Facilities in such a way as to reasonably minimize impacts to the Property and to Owner's activities on the Property, to the extent practical, without negatively impacting the Solar Facilities, including, but not limited to, not materially altering the existing drainage pattern for surface water across the Property. If Owner's Property is fenced, all access roads constructed by Grantee on the Property shall be gated by Grantee at Grantee's expense, and Owner shall be furnished with keys or other ability to open and close such gates. Grantee shall use reasonable care in the installation and construction of the Solar Facilities so as to avoid damage to the Property and risk of injury to Owner and Owner's employees, tenants, guests and invitees. Grantee shall secure its equipment, materials and supplies during construction, and remove any construction debris on a regular basis.

8.3 Insurance. Grantee shall, at its expense, be responsible for assuring that insurance coverage, as would be customary and reasonable for similarly situated companies performing the work carried out by Grantee at such time, are maintained, including, without limitation, adequate coverage to cover any personal injuries or accidents that could reasonably be expected as a direct result of the Site Activities conducted by Grantee or its Related Persons on the Property. At a minimum, Grantee agrees to carry the insurance described in Exhibit E.

8.4 Requirements of Governmental Agencies. Grantee, at its expense, shall obtain all permits, approvals and authorizations required for any Solar Facilities or a Project and shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Solar Facilities. Grantee shall have the right, in its sole discretion, to contest by appropriate legal or administrative proceedings, the validity or applicability to Grantee, the Property or Solar Facilities of any permit, law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by Grantee.

8.5 Construction Liens. Grantee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Grantee's use of the Property pursuant to this Agreement. Grantee may contest any such lien, but shall post a bond in court or utilize other available means to defend Owner's interest in the Property during the contested proceeding. Grantee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this Section 8.5, including any lien against Owner's interest in the Property, within ninety (90) days of the creation of any such lien or encumbrance. In the event Grantee fails to remove any such lien or encumbrance within the time period required, Owner may take such action as is necessary to remove the lien or encumbrance, and Grantee agrees to reimburse Owner for all costs and expenses, including reasonable attorneys fees and court costs and disbursements incurred by Owner to remove the lien or encumbrance.

8.6 Hazardous Materials. Grantee shall not, and shall not allow any Related Person or Grantee's contractors or suppliers to, use, store, dispose of or release on the Property or any adjacent property, or cause or permit to exist or be used, stored, disposed of, or released on the Property or adjacent property any Hazardous Substances as a result of Grantee's activities on the Property, except in such quantities as may be required in its normal business operation and only if such use is not harmful to Owner and is in full compliance with all Environmental Laws. Grantee shall comply with all Environmental Laws applicable to its use and occupation of, or Site Activities on, the Property and/or the Solar Facilities. For purposes of this Agreement, "**Environmental Laws**" means any federal, state and local laws, including statutes, regulations, rulings, orders, administrative interpretations and other governmental restrictions and requirements, relating to the production, handling, release, discharge, treatment or disposal of air pollutants, water pollutants, process waste water, Hazardous Substances, toxic substances or otherwise relating to the natural environment or natural resources. For purposes of this Agreement, "**Hazardous Substances**" means (A) any substance which is listed, defined, designated or classified under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, (v) pollutant, (vi) contaminant, or (vii) special waste; (B) any material, substance, constituent or waste regulated under any Environmental Laws; or (C) petroleum, petroleum products, radioactive materials, polychlorinated biphenyl, pesticides, asbestos, or asbestos-containing materials. If Grantee places, disposes of, or releases any Hazardous Materials in or onto the Property and such placement, disposal or release results in the contamination of the Property, then Grantee shall remediate such Hazardous Materials in accordance with any remediation order or requirements of any governmental authority with jurisdiction at Grantee's expense. Owner acknowledges that Grantee has disclosed to Owner that in connection with the ordinary course of construction, operation and maintenance of the Solar Facilities, Grantee will use only limited quantities of Hazardous Materials, at all times in compliance with Environmental Laws.

8.7 Utilities. Grantee will be responsible to procure and pay for all utility services for its Site Activities and construction and operation of the Solar Facilities, or otherwise used by Grantee.

9. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follow:

9.1 Owner's Authority. Owner is the sole fee simple owner of the Property, and has the right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so. Upon execution by all Parties hereto, this Agreement shall constitute a valid and binding agreement enforceable against Owner in accordance with its terms. Each person/entity comprising Owner, as listed in the preamble to this Agreement, owns the fractional interest in the Property set forth below:

| | | | |
|------------------------------|----------------|----------------|----------------|
| Owner: | | | |
| Fractional Ownership: | 33 1/3% | 33 1/3% | 33 1/3% |

9.2 No Interference. (a) Owner’s activities on the Property and any grant of rights Owner makes to any person or entity with respect to the Property after the Effective Date, shall not disturb or interfere with: the construction, installation, maintenance, or operation of the Solar Facilities; access over the Access Easement to such Solar Facilities; any Site Activities; or the undertaking of any other activities permitted hereunder. Notwithstanding the foregoing, Grantee agrees that (i) Owner’s use of any road or other area of the Access Easement to access parts of Owner’s property not subject to this Agreement shall not constitute interference with Grantee’s rights; and (ii) Owner’s regular farming or other business or conservation on any real property owned or leased by Owner, even if such activities create dust or other airborne particles which diminish sunlight to the Property or deposits on the Solar Facilities and (iii) Owner’s entry into ordinary agreements, including annual agricultural leases, for farming the Property on areas of the Property not affected by Site Activities or Solar Facilities, do not constitute an Interference, so long as they do not inhibit Grantee’s ability to construct or operate the solar facility pursuant to any terms, conditions, and restrictions set forth in this Agreement. Owner shall not erect any structures, or plant trees or other equipment, or enter into any third party agreements or amend or extend any existing agreements (“**Third Party Agreements**”) or undertake any other activities (an “**Owner Action**” or collectively the “**Owner Actions**”) that may: (i) interfere with Grantee’s right to install Solar Facilities on any portion of the Property, (ii) potentially cast a shadow onto the Solar Facilities, (iii) cause a decrease in the output or efficiency of any Solar Facilities, or (iv) interrupt the flux of solar energy upon, across and over any portion of the Property used or to be used by the Solar Facilities, or (v) otherwise interfere with Grantee’s operations on the Property (each an “**Interference**”). Prior to undertaking an Owner Action that may cause an Interference, Owner shall consult with Grantee to confirm that such Owner Action will not cause any Interference. If Grantee reasonably determines the Owner Action could cause an Interference, then Owner shall not be permitted to undertake such Owner Action. Owner shall not disturb or permit the disturbance of the subsurface such that may impact in any way the structural integrity or the operations and maintenance of the Solar Facilities. Grantee shall have the right to trim existing trees to maintain approximately their same height and width as exists as of the date hereof for the purpose of not materially interfering with the flux of solar energy from any angle upon, across and over the Property.

9.3 Liens and Tenants. Except as may be disclosed in the real property records of the County, or as disclosed by Owner in writing to Grantee on or prior to the Effective Date, Owner represents, to the best of its knowledge without inquiry, as of the date this Agreement is signed by Owner, that there are no leases other than for ordinary agricultural activities (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages, deeds of trust, liens, security interests, mechanic’s liens or any other encumbrances encumbering all or any portion of the Property that could interfere with Grantee’s operations on the Property, including mechanic’s liens. If such Owner representation and warranty is discovered to be inaccurate, then Owner shall cooperate and assist Grantee in removing or limiting such encumbrance so as to eliminate any interference with Grantee’s rights under this Agreement, including, but not limited to, obtaining a subordination and non-disturbance agreement where Grantee deems it necessary, with terms and conditions reasonably requested by Grantee to protect its rights hereunder, from each party that holds such rights (recorded or unrecorded), and in the case of monetary liens such as mechanic’s liens, bonding over any such liens in an amount that may be reasonably requested by Grantee.

9.4 Requirements of Governmental Agencies and Setback Waiver. Owner shall cooperate with Grantee, at no out-of-pocket expense to Owner, in complying with or obtaining any land

use permits and approvals, building permits, environmental impact reviews, tax abatements or any other permits and approvals reasonably necessary for the financing, construction, installation, monitoring, repair, replacement relocation, maintenance, operation or removal of Solar Facilities, including, but not limited to, execution of applications and documents reasonably necessary for such approvals and permits and participating in any appeals or regulatory proceedings respecting the Solar Facilities.

9.5 Hazardous Materials. Neither Owner nor its Related Persons shall violate any Environmental Laws with respect to the Property. Owner shall promptly notify Grantee if any such violation occurs. To the best of Owner's knowledge, (i) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, and (ii) no Hazardous Material has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by applicable law in the ordinary course of Owner's farming or other activities. Owner certifies it has never received any notice or other communication from any governmental authority alleging that the Property is or was in violation of any Environmental Laws.

9.6 Litigation. No litigation is pending, and, to the best of Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, Grantee's rights to or use of the Property. If Owner learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Owner shall promptly deliver notice thereof to Grantee and provide Grantee with periodic updates of the status of said litigation, action, claim or proceeding that is ongoing.

Section 1.01 9.7 Title Insurance and Financing. Owner agrees to promptly execute and deliver affidavits, estoppels or certificates that may be reasonably requested by Grantee or its financiers or title insurance provided that any facts or representations in any such instruments are accurate, and in no event shall such documents materially increase any obligation or materially decrease any right of Owner hereunder. Owner shall have no obligation to initiate the process to obtain title insurance on behalf of the Grantee.

10. Assignment.

Section 1.02 10.1 Collateral Assignments. Grantee shall have the absolute right in its sole and exclusive discretion, without obtaining the consent of Owner, to finance, mortgage, encumber, hypothecate, pledge or transfer to one or more Mortgagees any and all of the rights granted hereunder, including the easements granted in Section 2, and/or any or all rights or interests of Grantee in the Property or in any or all of the Solar Facilities.

Section 1.03 10.2 Non-Collateral Assignments. Provided Grantee is not in default under this Agreement or the transferee cures such default, including any unsatisfied judgments in effect at the time of assignment in favor of Owner, Grantee may pledge, sell, grant and/or assign, sublease, mortgage and otherwise transfer (each, a "**Transfer**") this Agreement or Grantee's leasehold interest in the Property, in whole or in part, without Owner's prior consent to an affiliate created to own and operate the Solar Facilities or Project and which is owned or controlled by Grantee or is under common control with Grantee provided that Grantee shall notify Owner prior to the occurrence of any such Transfer. In addition, Grantee may Transfer this Agreement or Grantee's leasehold interest in the Property to a third party provided that the (i) transferee agrees to assume all the obligations of Grantee under this Agreement in writing, and Grantee is not in default under the Agreement (or Grantee or the transferee cure any default prior to the effective date of the transfer including any unsatisfied judgments in favor of Owner, and (ii) Grantee or the proposed transferee has the technical ability to operate the Solar Facilities and perform the obligations of this Agreement and the financial capability to meet the prospective payment obligations of Grantee under this Agreement. A transferee which is a public utility shall be presumed to have the financial and technical capability required by the preceding clause. In the event of an approved

Transfer by Grantee (other than a collateral Transfer) to a person or entity that is not an affiliate of Grantee who assumes all of Grantee's rights and obligations under this Agreement, Grantee shall be automatically released from all obligations accruing under the Agreement after the date of such Transfer. Owner agrees that Grantee's lack of notice as described in this paragraph shall not constitute a default.

10.3 Acquisition of Interest. The acquisition of all interests, or any portion of interests, in Grantee by another person shall not require the consent of Owner or constitute a breach of any provision of this Agreement.

11. Default and Remedies.

11.1 Default. If a Party defaults in or otherwise fails to perform an obligation under this Agreement, the non-defaulting Party shall not have the right to exercise any remedies hereunder if the default is cured by the defaulting Party within thirty (30) days with respect to any default consisting of a failure to pay an amount due and thirty (30) days with respect to any other default after receiving written notice of such default specifying in detail the default and the requested remedy (a "**Notice of Default**"); provided, that if the nature of the non-payment default requires, in the exercise of commercially reasonable diligence, more than thirty (30) days to cure, the non-defaulting Party shall not have the right to exercise any remedies hereunder as long as the defaulting Party commences performance of the cure within thirty (30) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Further, if a Party disputes in good faith whether any portion of a payment is due under this Agreement, the disputing Party shall pay any amount not in dispute and notify the other Party of the detailed basis for the disputed amount prior to the time payment is otherwise due. In the absence of resolution by the Parties by negotiation, the Parties shall promptly initiate appropriate dispute resolution processes. During the pendency of such processes, each Party shall continue to perform its other obligations under this Agreement. If the final decision by a court, arbitrator or other process determines that any portion of the disputed amount is due, the amount shall be paid by the disputing Party along with interest on the applicable amount at the rate set forth in Exhibit B, paragraph 4 for the time between the original due date and the date the amount is actually paid.

11.2 Remedies. Except as qualified by Section 12 regarding Mortgagee Protections, should a default remain uncured beyond the applicable cure periods, the non-defaulting Party shall have the right to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Agreement by injunction, specific performance or other equitable relief. Notwithstanding anything in this Agreement to the contrary, if any of Grantee's Solar Facilities are then located on the Property and Grantee fails to perform any of its obligations hereunder beyond applicable cure periods, except as provided in the preceding sentence with respect to rights and remedies, including equitable remedies, Owner shall be limited to pursuing damages and Owner may not commence any action to terminate or cancel this Agreement.

12. Mortgagee Protection. In the event that any mortgage, deed of trust, financing statement, or other security interest in Grantee's interests in this Agreement or in any Solar Facilities on the Property, or any portion thereof (a "Mortgage"), is entered into by Grantee then any person who is the mortgagee, grantee or beneficiary of a Mortgage (a "**Mortgagee**") shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 12. Grantee shall send written notice to Owner of the name and address of any such Mortgagee; provided that failure of Grantee to give notice of any such Mortgagee shall not constitute a default under this Agreement and shall not invalidate such Mortgage.

Section 1.04 12.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the leasehold and/or easement estate by any lawful means; (iii) to take possession of and operate the Solar Facilities or any portion thereof, to exercise all of Grantee's rights hereunder, and to

perform all obligations to be performed by Grantee hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the leasehold and/or easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold and/or easement estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold, easement or subeasement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

12.2 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any default of Grantee, Owner shall give a Notice of Default to each Mortgagee of which it has notice, concurrently with delivery of such notice to Grantee. In the event Owner gives a Notice of Default, the following provisions shall apply:

(a) A "Monetary Default" means Grantee's failure to pay when due any monetary obligation of Grantee under this Agreement. Any other default by Grantee is a "Non-Monetary Default."

(b) The Mortgagee shall have the same period after receipt of the Notice of Default to remedy the default, or cause the same to be remedied, as is given to Grantee, plus, in each instance, the following additional time periods: (i) thirty (30) days, for a total of forty (40) days after receipt of the Notice of Default in the event of any Monetary Default; and (ii) sixty (60) days, for a total of ninety (90) days after receipt of the Notice of Default in the event of any Non-Monetary Default, provided that such 90-day period shall be extended for the time reasonably required to complete such cure as provided by Section 11.1, including the time required for the Mortgagee to perfect its right to cure such Non-Monetary Default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Grantee hereunder (and subject to any limitations of Grantee in this Agreement). Owner shall not take any action to terminate this Agreement in law or equity prior to the expiration of the cure periods available to a Mortgagee as set forth above.

(c) During any period of possession of the Property by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid all monetary charges payable by Grantee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period and shall perform all other obligations of Grantee under this Agreement. Following acquisition of Grantee's leasehold and easement estate by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment and/or deed in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to Grantee's leasehold and/or easement estate shall, as promptly as reasonably possible, commence the cure of all of Grantee's defaults which are reasonably susceptible of being cured by the Mortgagee or party acquiring title, hereunder and thereafter diligently process such cure to completion, whereupon such defaults shall be deemed cured without incurring any default hereunder.

(d) Any Mortgagee or other party who acquires Grantee's leasehold and/or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Grantee by this Agreement for such interest so long as such Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Agreement as long as all material obligations of Grantee under the terms of this Agreement are performed by the Mortgagee in accordance with the terms hereunder.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Mortgagee to continue foreclosure proceedings after a default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

Section 1.05 12.3 New Agreement to Mortgagee. If this Agreement terminates because of Grantee's default or if the leasehold and/or easement estate is foreclosed upon, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Mortgagee within ninety (90) days after such event, enter into a new agreement for the Property on the following terms and conditions:

(a) The terms of the new agreement shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the Term, at the same rent and subject to the same terms and conditions set forth in this Agreement.

(b) The new agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Mortgagee's election to enter a new agreement, provided said Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Grantee under the terms of this Agreement up to the date of execution of the new agreement (including any judgments in favor of Owner), as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Grantee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Grantee and would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations which constitute non-curable defaults. Any new agreement granted to the Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Mortgagee, the new agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of Grantee thereunder.

(d) If more than one Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Mortgagee requesting such new agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect.

(e) The provisions of this Section 12 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 12 were a separate and independent contract made by Owner, Grantee and such Mortgagee, and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new agreement, such Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a new agreement as set forth herein are complied with.

Section 1.06 12.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists an unpaid Mortgage, this Agreement shall not be modified or amended and Owner shall not accept a surrender of the Property or any part thereof or accept a cancellation, termination or release of this

Agreement from Grantee prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee.

Section 1.07 12.5 No Waiver. No payment made to Owner by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement; and a Mortgagee, having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

Section 1.08 12.6 No Merger. There shall be no merger of this Agreement, or of the leasehold or easement estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or the easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Agreement or in the leasehold estate or in the estate of Owner and Grantee shall join in a written instrument effecting such merger and shall duly record the same.

12.7 Estoppel Certificates, Etc. Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request, including without limitation that no default by Grantee then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grantee, any transferee of Grantee or Mortgagee may reasonably request from time to time. Owner shall not be required to attest to any fact or representation which it believes to be inaccurate or untrue. Owner shall respond to any request for an estoppel or certificate promptly, and in any event within fifteen (15) days after receipt, and, if there is no unresolved good faith dispute by Owner about the accuracy or reasonableness of the proposed estoppel or certificate, Owner shall execute and deliver the estoppel or certificate (as it may be amended) within thirty (30) days after receipt by Owner. If Owner fails to execute and deliver the estoppel or certificate within thirty (30) days, and there is no good faith dispute about its accuracy or reasonableness, Grantee may withhold payment of rent or other amounts due to Owner until Owner executes and delivers the estoppel or certificate.

13. Termination.

Section 1.09 13.1 Grantee's Right to Terminate. Grantee shall have the right to terminate this Agreement as to all or any part of the Property at any time and without cause, effective upon written notice to Owner from Grantee provided that any obligation of Grantee accruing prior to termination shall remain in effect and be due to Owner.

Section 1.10 13.2 Owner's Right to Terminate. Subject to Section 12.4, Owner shall have the right to terminate all or any portion of its rights in this Agreement after the fifth (5th) anniversary of the Effective Date if, at the time Owner's written termination notice is delivered, Grantee has not commenced construction (other than Limited Construction Activities) of Solar Facilities for a Project designed to be at least partially located on the Property, on land on or near the Property (the commencement of construction being as defined in Section 3.1(a)).

Section 1.11 14 Miscellaneous.

Section 1.12 14.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference, and the Term or any other time periods herein shall be extended for such period of time. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance

hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, or other casualty, condemnation or accident; strikes or labor disputes; war, acts of terrorism, civil strife or other violence; any change in law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility not caused by the affected Party; or any other act or condition beyond the reasonable control of a Party hereto.

Section 1.13 14.2 Confidentiality. To the fullest extent allowed by law, Owner shall maintain in confidence, and Owner shall require each Related Person of Owner to maintain in confidence, for the sole benefit of Grantee, all information pertaining to the financial terms of or payments under this Agreement, Grantee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Grantee or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication or visual inspection through no act or omission of Owner or any Related Person of Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. To the fullest extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose such information to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Owner may disclose such information to any auditor or to Owner's family members, lenders, attorneys, accountants and other personal advisors; any prospective purchaser of or lenders for the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the agreement of said party not to disclose the information. In addition, Grantee acknowledges that Owner has worked with other owners of real property in the negotiation of this Agreement and their respective agreements with Grantee, and by doing so, and sharing information in that process, has not violated this Agreement.

Section 1.14 14.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Grantee and, to the extent provided in any assignment or other transfer under Section 10 hereof, any permitted transferee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Grantee in this Agreement shall be deemed to include transferees of Grantee that hold a direct ownership interest in this Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

a. Marital Confirmation. Owner, Sharon A. Betz and Harlan Betz, were lawfully married to one another at the time the Agreement was executed and became effective. Owner, Kathleen M. Estes and Harold Estes, were lawfully married to one another at the time the Agreement was executed and became effective. Owner, Beverly S. Nappe and Timothy Nappe, were lawfully married to one another at the time the Agreement was executed and became effective.

Section 1.15 14.4 Memorandum; Recording. At Grantee's option: (i) Grantee may record a copy of this Agreement, excluding Exhibit B, or (ii) upon request from Grantee, Owner shall execute in recordable form, and Grantee may then record, a memorandum of this Agreement substantially in the form of Exhibit D attached hereto, incorporating only those non-substantive changes to the form as may be required by the applicable jurisdiction in which recording is sought and to reflect the terms of this Agreement. Owner hereby consents to the recordation of the interest of a transferee of Grantee in the Property. With respect to the Operations Term and Extended Term, upon request from Grantee, Owner shall execute, in recordable form, and Grantee may then record, a memorandum evidencing the Operations Term and Extended Term, as applicable; provided that the execution of such memorandum is not necessary for such Operations Term or Extended Term to be effective.

Section 1.16 14.5 Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner or Grantee, or in lieu of such personal delivery services, the same day if sent via

facsimile with confirmation, the next business day if sent via overnight delivery or five (5) days after deposit in the United States mail, first class, postage prepaid, certified, addressed as follows:

If to Owner:

If to Grantee:

Invenergy Solar Development
c/o Invenergy LLC
One S. Wacker Drive, Suite 1800
Chicago, Illinois 60606
Attn: General Counsel

Fax: 312-224-1444

Either Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

Section 1.17 14.6 Entire Agreement; Amendments. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between Owner (and its respective successors, heirs, affiliates and assigns) and Grantee (and its respective successors, heirs, affiliates and assigns) respecting its subject matter, and supersedes any and all oral or written agreements. All of the provisions of the Exhibits shall be treated as if such provisions were set forth in the body of this Agreement and shall represent binding obligations of each of the Parties as part of this Agreement. Any agreement, understanding or representation respecting the Property, or any other matter referenced herein not expressly set forth in this Agreement or a previous writing signed by both Parties is null and void. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party unless in a writing signed by both Parties.

Section 1.18 14.7 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in the County. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived.

Section 1.19 14.8 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term, or the term of any easement granted herein be longer than, respectively, the longest period permitted by applicable law.

14.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

14.10 Tax and Renewable Energy Credits. All benefits and incentives that result from Grantee’s development and use of the Property for solar energy purposes shall accrue to the benefit of Grantee, including but not limited to any portfolio energy credits, rebates in lieu of portfolio energy credits, any reductions or credits in taxes and/or assessments, rebates, financing, federal, state and local

grants, reductions in fees, participation in federal, state or local special programs or tax districts, and special programs of public utilities. If under applicable law, the holder of a leasehold or easement estate becomes ineligible for any tax credit, renewable energy credit or rebate, environmental credit or any other benefit or incentive for renewable energy established by any local, state or federal government, or any public utility, then, at Grantee's option, Owner and Grantee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Grantee's interest in the Property to a substantially similar interest that makes Grantee eligible for such credit, benefit, rebate, or incentive, provided that any such amendment or new instrument has no adverse effect on Owner or the Property.

14.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more Parties in this Agreement.

Section 1.20 14.12 Waiver of Right to Trial by Jury. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

14.13 Public Officials. Owner acknowledges that its receipt of monetary and other good and valuable consideration hereunder may represent a conflict of interest if Owner is a government employee or otherwise serves on a governmental entity with decision-making authority (a "**Public Official**") as to any rights Grantee may seek, or as to any obligations that may be imposed upon Grantee in order to develop and/or operate the Project ("**Development Rights**"), and Owner hereby agrees to (1) recuse him/herself from all such decisions related to Grantee's Development Rights unless such recusal is prohibited by law or is not reasonably practicable considering the obligations of such Public Official's position and (2) recuse him/herself from all such decisions related to Grantee's Development Rights if such recusal is required by law. If Owner is not required pursuant to (1) or (2) above to recuse him/herself from a decision related to Grantee's Development Rights, Owner shall, in advance of any vote or other official action on the Development Rights, disclose the existence of this Agreement (but not the financial terms therein) at an open meeting of the relevant governmental entity Owner serves on as a Public Official. Additionally, if Owner is a Public Official and any of Owner's spouse, child or other dependent has a financial interest in the Project, Owner shall disclose such relationship (but not the financial terms thereof) at an open meeting of the relevant governmental entity Owner serves on as a Public Official, prior to participation in any decision related to Grantee's Development Rights.

[Signatures on Following Page]

IN WITNESS WHEREOF, Owner and Grantee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

OWNER:

GRANTEE:

By: _____
Name:

Invenergy Solar Project Development LLC,
a Delaware limited liability company

By: _____
Name:

By: _____
Name: Jon Saxon
Title: Vice President

ACKNOWLEDGMENT OF OWNERS

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 201__, XXXXX, a married person, who executed the foregoing instrument individually, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission Expires: _____

ACKNOWLEDGMENT OF OWNER

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 201__, XXXXXX, a married person, who executed the foregoing instrument individually, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission Expires: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this ____ day of _____, 201__,
_____ who executed the foregoing instrument as Vice President of Invenergy
Solar Project Development, LLC, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of Illinois
My Commission Expires: _____

EXHIBIT A
Description of the Property

Schedule of Locations:

EXHIBIT A-1

Excepted Portion of the Property

None.

EXHIBIT B
Payment Terms

In consideration for the rights provided to Grantee under the Agreement, Grantee agrees to make payments to Owner as follows:

1. **Development Term Fees.** Beginning on the Effective Date and ending upon the start of the Construction Term, Grantee shall pay Owner an annual fee of THIRTY FIVE DOLLARS (\$35) times the number of acres constituting the Property (the “**Development Term Fee**”). Payment of the Development Term Fee shall be made annually in advance with the first payment due on or before sixty (60) days following the Effective Date and each subsequent payment shall be due on or before each anniversary of the Effective Date, as applicable.

2. **Construction Term Fees.** Upon commencement of the Construction Term, Grantee shall pay Owner an annual fee of THREE HUNDRED FIFTY DOLLARS (\$350) times the number of acres constituting the Property (the “**Construction Term Fee**”). Payment of the Construction Term Fee shall be made annually in advance with the first payment due on or before sixty (60) days following the commencement of construction (as defined in Section 3.1(a), above) and each subsequent payment shall be due on or before each anniversary of the Effective Date, as applicable. For its payment of the first annual Construction Term Fee, Grantee shall receive a credit for any Development Term Fee that was paid in relation to any time period occurring after the commencement of the Construction Term. Owner shall have the right to receive, upon written request, a statement from Grantee showing the computational basis for payment of the Construction Term Fee.

3. **Limited Construction Activities Fee.** In the event Grantee commences any Limited Construction Activities on the Property, Grantee shall continue to make all ongoing Development Term payments due under this Agreement plus an additional annual payment equal to the greater of (i) Three Hundred Fifty Dollars per acre of the Property affected by the Limited Construction Activities or (ii) ONE THOUSAND DOLLARS (\$1,000) per inverter foundation until the start of the Construction Term.

4. **Operating Fees.** Beginning on the Operations Date and ending on the date on which Grantee completes its removal and restoration obligations under Exhibit C(4) of the Agreement, Grantee shall pay to Owner the below annual amounts (collectively, “Operating Fees”). Notwithstanding the above, Owner acknowledges that Grantee may build the Project in phases and all of the Property may not be included in the initial phase or subsequent phase(s). The portion of the Property on which Solar Facilities are not installed as of the Operations Date(s) shall be referred to herein as “**Undeveloped Property**” until the date that Grantee installs Solar Facilities on said Property or portion thereof:

(a) **Fixed Fee.** If any Solar Facilities are installed on the Property, Grantee shall pay to Owner a fixed annual fee of ONE-THOUSAND DOLLARS (\$1,000) times the number of Net Acres of the Developed Property then subject to the Agreement at the Operations Date (the “Fixed Fee”). The “Developed Property” shall be the greater of a) that portion of the Property on which Solar Generating Equipment (including all related Solar Facilities within the fence and Grantee’s roads) is installed on or after the Operations Date for any calendar year, or b) 90% of the “tillable acres” on the Property. Tillable Acres shall be the tillable acres as defined by the local Farm Service Agency for the Property on parcel basis and included in Exhibit D of this Agreement. For purposes of this Agreement “Net Acre” or “Net Acreage” means the gross area of the portion of the Property occupied by Solar Generating Equipment, including all fences, landscaping, road easements and rights-of-way but excluding any and all easements and rights-of-way within existing public or utility rights-of-way. Net Acreage shall be

determined by a survey prepared by a surveyor licensed in the state in which the Property exists. Within ninety (90) days of the Operations Date, Grantee shall have a licensed surveyor complete a survey of the Developed Property and calculate the total acreage of such Developed Property as of such date.

(b) **Undeveloped Property Fee.** Grantee shall pay Owner, as applicable, a fee equal to the product of thirty-five dollars per acre of the portion of the Property not included in the Developed Property (the “**Undeveloped Property**”), then subject to the Agreement (the “**Undeveloped Property Fee**”). The “Undeveloped Property” shall be the acreage of the Property less the Net Acreage of the Developed Property.

(c) **Payment of Operating Fees.** For the first payment of Operating Fees, Grantee shall receive a credit for any Construction Term Fees paid equal to the proportion of such Construction Term Fees that is applicable for time periods occurring after the Operations Date. The payment of the Fixed Fee and Undeveloped Property Fee, as applicable, each calendar year shall be made in semi-annual installments, the first semi-annual payment shall be due on or before sixty (60) days following the Operations Date (or anniversary thereof) and the second semi-annual payment shall be due on or before twelve months following the Operations Date (or anniversary thereof). Owner shall have the right to receive, upon written request, a statement from Grantee showing the computational basis for Owner’s semi-annual payments.

(d) **Inflation.** Commencing on the first anniversary of the Operations Date, Operating Fees and the Undeveloped Property Fee shall be adjusted upwards by the greater of (i) two percent (2%) per year on a compounded basis or (ii) by the percentage change, if any, in the CPI for the preceding available four quarters. “CPI” means the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-1984=100) as published by the Bureau of Labor Statistics. If the CPI is discontinued or materially changed during the Term the Parties shall agree on a substitute equivalent index.

5. **Late Payment Penalty.** If Grantee fails to make any payment to Owner required of it hereunder when due, interest shall accrue on the overdue amount, from the date due until the date paid, at a rate equal to the sum of: (i) two percent (2%) per annum; plus, (ii) the prime lending rate applicable to the late payment period as from time to time may be published by The Wall Street Journal under the “Money Rates” section; provided, that in no event shall such total interest exceed the maximum rate permitted by law. If any amount is disputed, timely payment of any amount not in dispute shall be made. Any disputed amount which is ultimately determined to have been payable, shall be paid with interest at the rate specified in this Section. The Parties shall continue to perform their respective obligations under the Agreement during the pendency of any dispute, but any Party’s continued performance while a payment dispute is pending shall not be deemed a waiver of any rights to the disputed payment.

6. **IRS Form W-9.** Notwithstanding anything in this Agreement to the contrary, Grantee shall have no obligation to make any payment to Owner otherwise required under this Agreement until Owner has returned to Grantee a completed Internal Revenue Service Form W-9, such W-9 form to either (i) have been provided by Grantee to Owner prior to execution of this Agreement or (ii) be provided by Grantee to Owner promptly after execution of this Agreement.

7. **Payment Instructions.** Unless otherwise indicated in the table below, all payments issued hereunder will be paid to Owner, and if Owner is comprised of more than one person or entity, such payments will be issued by a single check payable to all such persons or entities. If Owner elects to have payments made as set forth in the table below, Owner and each person or entity holding record title to the Property hereby acknowledges and agrees that all payments are legally permitted to be made as set forth in the table below and that no other party shall have any right to such payments or to contest the payments

and allocations as set forth below. Each person receiving payment pursuant to the table below hereunder agrees to fully indemnify, defend and hold harmless Grantee against claims and liability by any third party in connection with its payments hereunder to the person/entities set forth herein. **Check one below:**

- A single check should be issued payable to all persons/entities comprising Owner.
- Separate checks should be issued to each Owner as set forth below:

| | | | |
|----------------------------|---------|---------|---------|
| Owner: | | | |
| Payment Allocation: | 33 1/3% | 33 1/3% | 33 1/3% |

8. Crop Compensation. (a) In the event Owner suffers damage to the Property or any improvements of Owner on the Property during Grantee’s construction, installation, operation and maintenance of the Solar Facilities or Project on the Property, Access Premises, and Transmission Premises, Grantee shall reimburse Owner for the reasonable costs to repair or replace any such damage or pay Owner fair compensation for any such losses or damage.

(b) The Parties anticipate the Owner or its agricultural tenants may suffer damage to growing crops during Grantee’s Site Activities, construction, operation and maintenance of the Solar Facilities on the Property. To the extent Grantee pays Owner compensation for any crop losses or other damages suffered by a tenant of Owner, Owner shall pay the tenant the applicable compensation and Owner agrees to indemnify and hold Grantee harmless from any failure by Owner to remit such compensation to its tenant. Grantee shall pay Owner one-time compensation for any and all portions of the Property that are either taken out of commercial crop production for a season because of the construction of the Solar Facilities, or for crops that are removed or damaged as a result of Grantee’s construction of the Solar Facilities on the Property (“Crop Damage Compensation”). Portions of the Property shall be deemed to have been taken out of commercial crop production only if the Owner or its tenants were actually farming such portions of the Property in the season prior to Grantee’s commencing construction of the Solar Facilities on the Property. The Crop Damage Compensation shall be deemed full compensation for any losses of income, rent, business opportunities, profits or other losses arising from the unavailability of the affected Property due to such Grantee construction. Each time Grantee exercises its rights hereunder and causes damage to crops, it shall compensate Owner for all crops taken out of commercial crop production for a season. Each time Grantee exercises its rights hereunder and causes damage to crops, it shall compensate Owner for all crops lost or destroyed, including damage and crop reduction on any of the Owner’s Property by reason of the use based on the fair market value of Owner’s damaged crops. Damages will be calculated by the following formula: (Unit Price x Unit Yield Per Acre x Acres Damaged) x 100% = Damages. Prices for damaged or destroyed crops will be based on the revenue protection crop insurance program (or other crop insurance successor program) December futures price (utilizing the Chicago Board of Trade price for such crop, or equivalent if no longer utilized by the crop insurance program) as calculated by averaging the December futures prices for the months of February and October. If the crop is not included in the revenue protection crop insurance program, the price shall be based on the dominant trading exchange for that crop, but the formula shall remain the same. Yield will be the greater of the current (x) Federal Crop Insurance published county yield and (y) the individual farm operators proven yield, or the respective equivalents. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall have the area measured and extent of damage assessed by an impartial person with local industry knowledge of such as a crop insurance adjuster or extension agent.

9. In the event that any portion of the Property is enrolled in the Conservation Reserve Program or similar conservation program for which Owner received, or will receive, payments, and the Site Activities or construction and operation of the Solar Facilities requires removal of the applicable Property from such program and reimbursement of prior payments by, or loss of income to, Owner, Grantee shall reimburse Owner for any refunds Owner is required to make, including any penalties or interest, and any costs or expenses incurred by Owner to remove the applicable Property from the program(s). All property that is enrolled in the Conservation Reservation Program must be made known to Grantee prior to the execution of this Agreement and Grantee reserves the right to omit any and all property enrolled in such a program from the property subject to this Agreement prior to payments being disbursed to Owner.

10. Upon signing, Grantee agrees to reimburse Owner for their attorney's fees and costs incurred in the negotiation of this Agreement in the amount of up to \$1,000 per owner signing any similar agreement within thirty (30) days after Owner and the other owners submit documentation to Grantee reflecting the total amount of such fees and expenses.

EXHIBIT C
Special Conditions

1. Grantee shall hire an experienced drain tile contractor from the local area to perform drain tile repairs in a manner that meets industry standards and all state and local code requirements. Included in the scope of reclamation activities shall be the repair, and when reasonably determined to be necessary, the replacement of underground drainage tile that was disturbed during the construction or removal processes.
2. Grantee shall use commercially reasonable efforts to maintain ground cover within the Developed Property in good order and comply on a continuing basis with local regulations on weed control.
3. Grantee shall install and maintain a security fence around the Developed Property in accordance with applicable regulations.
4. End of Term Decommissioning. (a) Within six months following the expiration or termination of the Term (the “**Decommissioning Period**”), Grantee shall decommission and remove the Solar Facilities (including any pilings, fencing, modules, racking supports, and racking in their entirety and all other equipment to the depth of 36” below the surface), vacate the Property and restore the Property to substantially the condition in which it existed as of the Effective Date, subject to any alterations that are unrelated to Grantee’s use or occupancy of the Property and any permitted clearing (including tree removal) and grubbing of the Property by Grantee. The removal of the Solar Facilities and restoration of the Property shall be completed in a manner that does not unreasonably and adversely affect the suitability of the Property for farming or other purposes.

(b) Upon the Fifth (5th) anniversary of the Operations Date, Grantee shall provide a cost estimate to decommission the Project and the Solar Facilities on the Property (the “**Decommissioning Cost**”) prepared by a qualified engineer or contractor, which shall include the full estimated cost to decommission the Project and the Solar Facilities on the Property and restore the Property as set forth above. Security to assure Grantee’s performance of its decommissioning obligations may be included in the conditional use or other permits for the Solar Facilities or Project. In the event no permit provides for such security, Grantee agrees to provide such security in favor of Owner as described below in the amount of the Decommissioning Cost less the scrap metal value for steel piles, salvageable equipment metal, and aluminum module support racking in the form of a letter of credit or bond in the amount of the Decommissioning Cost less the scrap metal value for steel piles, salvageable equipment metal, and aluminum module support racking provided on or by the fifteenth (15th) anniversary of the Operations Term in favor of Owner which can be used in the event and to the extent Grantee fails to perform its decommissioning and restoration obligations. Owner may use such security to reimburse itself for costs of decommissioning and restoration it incurs. At the end of the 20th year of the Operations Term, and every five years thereafter during the Term, Grantee shall adjust its estimate of Decommissioning Cost, and, if higher or lower than previously estimated, the amount of security provided by Grantee shall be increased or decreased to equal the new estimated Decommissioning Cost within six (6) months of the end of the applicable year of the Operations Term.

(c) If Grantee fails to remove any portion of the Solar Facilities within the Decommissioning Period as required or restore the Property, Owner may remove that portion of the Solar Facilities from the Property and dispose of it in Owner’s sole discretion, and restore the Property to substantially the condition in which it existed as of the Effective Date, without liability to

Grantee. In the event Grantee fails to remove any of the Solar Facilities as required and Owner removes any portion of the Solar Facilities at Owner's expense, Grantee shall reimburse Owner for all reasonable costs of removing that portion of the Solar Facilities less any salvage value realized by Owner and restoring the Property, as required by this Exhibit, within three months after receipt of an invoice from Owner. If Grantee fails to reimburse Owner pursuant to the invoice, Owner may use the security provided pursuant to this Exhibit to reimburse its costs.

EXHIBIT D

FSA Map

EXHIBIT E
Form of Recording Memorandum

The remainder of this page is left blank. Memo follows.

THIS SPACE FOR RECORDERS USE ONLY

After recording return to:
Invenergy Solar Development LLC,
c/o Invenergy LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this "**Memorandum**"), is made, dated and effective as of _____, ____ (the "**Effective Date**"), between **XXXXXXXX, a married person, as Tenants in Common** (together with successors, assigns and heirs, "**Owner**"), whose addresses are xxxxxxxxxxxxxxxxxxxx, respectively, and INVENERGY SOLAR DEVELOPMENT NORTH AM ISERICA LLC a Delaware limited liability company (together with its transferees, successors and assigns, "**Grantee**"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain SOLAR LEASE AND EASEMENT AGREEMENT dated _____ (the "**Agreement**"), which affects the real property located in Winnebago County, Minnesota, as more particularly described in Exhibit A attached hereto (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants, and Owner hereby grants, Grantee, among other things, (a) the exclusive right to develop and use the Property, including, without limitation, for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; and (b) an exclusive easement to capture, use and convert the unobstructed solar flux over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term. The

Agreement contains, among other things, certain Owner and third party use and development restrictions on the Property.

3. Marital Confirmation. Owner, Sharon A. Betz and Harlan Betz, were lawfully married to one another at the time the Agreement was executed and became effective. Owner, Kathleen M. Estes and Harold Estes, were lawfully married to one another at the time the Agreement was executed and became effective. Owner, Beverly S. Nappe and Timothy Nappe, were lawfully married to one another at the time the Agreement was executed and became effective.

4. The Agreement shall be for an initial term of five (5) years, an operations term of Twenty-five (25) years and one extended term of Twenty-five (25) years if the terms and conditions of the Agreement are met.

5. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Agreement and Grantee's rights thereunder and hereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

6. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

7. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Solar Facilities at any time.

8. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Signatures on Following Page]

ACKNOWLEDGMENT OF OWNER

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 201__, XXXXXXXX, a married person, who executed the foregoing instrument individually, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission Expires: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this ____ day of _____, 201__,
_____ who executed the foregoing instrument as Vice President of
Invenergy Solar Project Development LLC, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of Illinois
My Commission Expires: _____

EXHIBIT A
Description of the Property

Schedule of Locations:

EXHIBIT A-1
Excepted Portion of the Property

None.

EXHIBIT B

INSURANCE

1. Grantee shall procure and maintain throughout the Term, at its own expense, the following policies of insurance with no less than the scope or amounts of coverage indicated:
 - (a) Workers' Compensation insurance that complies with the laws of Minnesota to the extent of statutory limits, and Employers Liability insurance with a limit of liability no less than \$1,000,000 for each accident, for disease per employee, and in the annual aggregate and which shall not include an occupational disease exclusion, but include a waiver of subrogation in favor of Owner;
 - (b) Comprehensive or Commercial General Liability insurance with bodily injury and property damage combined single limits of at least \$2,000,000 per occurrence. Such insurance shall include, but not necessarily be limited to, specific coverage for contractual liability, broad form property damage liability, personal injury liability, explosion and collapse hazard coverage, and products/completed operations liability coverage;
 - (c) Comprehensive automobile liability insurance to the extent applicable with bodily injury and property damage combined single limits of at least \$1,000,000 per occurrence covering vehicles owned, hired, or non-owned;
 - (d) Umbrella or Excess Liability insurance providing coverage in excess of the coverages required to be provided for employer's liability insurance, commercial general liability insurance, and commercial automobile liability insurance in the amount of no less than \$5 million per occurrence and in the aggregate; and
 - (e) All other insurance required by applicable laws as deemed appropriate by Grantee.
2. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Minnesota. All insurers shall be issued from companies have a rating of A- or better in the current A.M. Best Rating Guide.
3. The amounts of insurance required above may be satisfied by Grantee buying primary coverage in the amounts specified or by buying a separate excess umbrella liability policy together with the lower limit primary underlying coverage. The structure of the coverage is Grantee's option, as long as the total amount of insurance meets the requirements of this Agreement.
4. The policies required of Grantee shall be "occurrence" form policies.
5. Grantee's Commercial General Liability policy and any Umbrella or Excess Liability policies shall include each of the following endorsements, and its workers' compensation and automobile liability policies shall include endorsement (d) listed below:
 - a. Owner and its agents shall be additional insureds under all policies including ongoing operations and completed operations.

- b. The policies are to be primary with respect to the interests of the Owner, and its agents, and any other insurance maintained by any of them shall be excess and not contributory with Grantee's insurance.
 - c. Each insurer shall waive all rights of subrogation against Owner and its agents.
 - d. Notwithstanding any other provision of a policy, no policy shall be cancelled or changed in a material way by the insurer or expire without thirty (30) days prior written notice to Owner.
6. The policies described in this Exhibit B shall be in place prior to the date on which Grantee commences any physical activities on the Property and upon written request from Owner, Grantee shall provide Owner with certificates of insurance evidencing such coverage before Grantee may commence any such activities. Failure to obtain the insurance coverage required shall in no way relieve or limit Grantee's obligations and liabilities under other provisions of this Agreement.