

WIND ENERGY LEASE, AGREEMENT AND GRANT OF EASEMENTS

THIS WIND ENERGY LEASE, AGREEMENT AND GRANT OF EASEMENTS (this "**Lease**") is made, dated and effective as of February 6, 2014 (the "**Effective Date**"), by and between Charles J. Dixon and Mary L. Dixon, husband and wife (together with their successors and assignees, "**Lessor**") and Waverly Wind Farm LLC, a Delaware limited liability company ("**Lessee**").

RECITALS

A. Lessee initially desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation related power lines, and other equipment and facilities used or useful in connection with the production and transmission of electrical energy in, on, over and under the "Property" (hereafter defined) and that certain real property which is in the vicinity of the Property in which Lessee has acquired, or contemplates acquiring, certain rights (together with the Property, the "**Wind Project Property**") and more particularly described on Exhibit D attached hereto and incorporated herein.

B. Lessee and its affiliates, their respective successors, assigns and any subsequent purchaser of interest in Lessee and/or its affiliates may also construct, operate and maintain additional similar commercial wind power projects (collectively, "**Subsequent Wind Projects**") in, on, over and under certain real property in the vicinity of the Wind Project Property (each and collectively, the "**Subsequent Wind Projects Property**").

SECTION 1 - GRANT OF RIGHTS

1.1. **Lease.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property, including all air space thereof (the "**Property**"), located in the County of Coffey (the "**County**"), in the State of Kansas (the "**State**"), as more particularly described on Exhibit A attached hereto (and as generally depicted on the map attached hereto as Exhibit A-1), upon all of the terms and conditions hereinafter set forth. Lessor and Lessee (together, the "**Parties**" and each a "**Party**") agree that for purposes of this Lease, the Property consists of one hundred fifty-nine and 10/100 (159.10) acres of land.

1.2. **Purposes of Lease.** Pursuant to this Lease, Lessee shall have possession of the Property for the following purposes (collectively, "**Operations**"):

1.2.1. Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

1.2.2. Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

1.2.3. Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more "Projects" (as defined below): (a) wind turbine generators, wind energy conversion systems and wind power generating facilities (including

associated towers, foundations, support structures, guy wires, braces and other structures and equipment), and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "**Generating Units**"); (b) transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities (collectively, "**Transmission Facilities**"); (c) overhead (if reasonably necessary) and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (d) meteorological towers and wind measurement equipment; (e) roads and erosion control facilities; (f) utility installations; (g) laydown areas and maintenance yards; (h) control, maintenance and administration buildings; (i) signs; (j) fences and other safety and protection facilities; and (k) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "**Wind Power Facilities**");

1.2.4. Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, including but not limited to turning radius from public roads, if necessary, as Lessee or anyone else may construct from time to time, in each case for the benefit of one or more Projects (collectively, "**Access Rights**");

1.2.5. Conducting educational tours to advertise and demonstrate the ecological and other benefits of electrical generation from wind power;

1.2.6. Drilling, redrilling, maintaining, repairing, using, operating, improving, replacing, relocating, plugging and abandoning water wells, and pumping and using water as needed in connection with one or more Projects with the consent of Lessor, which said consent shall not be unreasonably withheld, conditioned or delayed; and

1.2.7. Undertaking any other activities that Lessee or a "Sublessee" (as defined below) determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys and environmental, biological, cultural and other tests and studies, including but not limited to geotechnical drilling and studies. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies are improving at a rapid rate and that Lessee or a Sublessee may (but shall not be required to) from time to time replace existing Generating Units on the Property with newer model (and potentially larger) Generating Units and (b) the Operations may be accomplished by Lessee, a Sublessee or one or more third parties authorized by Lessee or a Sublessee.

1.3. **Easements.**

1.3.1. In addition, Lessor hereby grants to Lessee the following easements over, under and across the Property (collectively, the "**Operations Easements**");

1.3.1.1. A non-exclusive easement for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property;

1.3.1.2. An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind currents and wind resources over and across the Property;

1.3.1.3. An exclusive easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property;

1.3.1.4 An exclusive easement to use the Property reasonably necessary to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("**Crane Travel Path Easement**"). Lessee shall have the additional right to temporary earthmoving as necessary to build a suitable access route for the Crane Travel Path Easement;

1.3.1.5 A seventy-five (75) foot wide non-exclusive easement and right to install, maintain, repair and operate on the Property underground at least thirty-six (36) inches below the surface (or above ground if reasonably necessary or required), (a) distribution and collection lines which carry electrical energy to and/or from the Wind Project Property, (b) communication lines which carry communications to and from the Wind Project Property and (c) other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing ("**Distribution Facilities**"), in each case for the benefit of one or more Projects (collectively the "**Distribution Easement**"); and

1.3.1.6 A non-exclusive easement and right for the Access Rights (the "**Access Easement**").

1.3.2 Notwithstanding anything contained herein to the contrary, each Operation Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility exists on any of the Wind Project Property, including replacements thereof, exists, unless terminated in writing by Lessee and shall not terminate on, and shall survive after, the termination or expiration of the Lease. Notwithstanding the foregoing, in no event shall any of the Operation Easement continue longer than the longest period permitted by "Law" (hereafter defined).

1.3.3. To the extent that Lessor holds any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "**Lessor Easements**"), and such Lessor Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Lessee shall be entitled to make full use thereof. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "**Lessor Subeasement**"). Each Lessor Subeasement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility exists on any of the Wind Project Property, including replacements thereof, exists, unless terminated in writing by Lessee and shall not terminate upon, and shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, in no event shall any of the Lessor Subeasement continue longer than the longest period permitted by Law.

1.3.4. Upon the request of Lessee or a Sublessee at any time and from time to time during the term of this Lease, Lessor shall grant thereto (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee or such Sublessee), for no additional consideration, the following stand-alone easements (each, a "**Separate Easement**"): (a) one or more nonexclusive easements for Access Rights on, over and across the Property, including

for vehicular and pedestrian ingress, egress and access to and from one or more Projects; and (b) one or more easements for Distribution Facilities or Transmission Facilities on, under, over and across the Property, for the benefit of one or more Projects; in each such case as, where and to whom designated by Lessee or such Sublessee. Each Separate Easement shall continue for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility exists on any of the Wind Project Property, including replacements thereof, exists, unless terminated in writing by Lessee and shall not terminate upon, and shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, in no event shall any of the Separate Easement continue longer than the longest period permitted by Law. For purposes of this Lease, the term "**Project**" means one or more Generating Units and associated Wind Power Facilities that are constructed, installed and/or operated on the Property and/or on Wind Project Property by or on behalf of Lessee, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

1.3.5. With respect to each Operations Easement, Lessor Subeasement and Separate Easement (each, an "**Easement**"): (a) to the extent permitted by Law, such Easement shall be appurtenant to the applicable leasehold estate and the Wind Project Property; (b) such Easement shall run with the Property and the Wind Project Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Lessor and the holder of the Easement and their respective successors and assigns, and all persons claiming under them; (c) no act or failure to act on the part of Lessee, a Sublessee or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Lessor; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed; and (e) no use of or improvement to the Property (or such other lands) or any lands benefited by the Easement, and no "Transfer" (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement.

1.4. **Exclusivity.** Lessee shall have the exclusive right to develop and use the Property for wind energy purposes and to convert all of the wind resources of the Property; provided, however, that nothing expressly or impliedly contained in this Lease or represented to Lessor shall be construed as requiring Lessee to (a) undertake construction, installation or operation of any Wind Power Facilities on the Property or elsewhere, (b) continue operation of any Wind Power Facilities from time to time located on the Property or elsewhere, or (c) generate or sell any minimum or maximized amount of electrical energy from the Property; and the decision if, when and to what extent to construct, install or operate Wind Power Facilities, or to generate or sell electrical energy, shall be solely in Lessee's discretion. Lessor shall cooperate with Lessee and each Sublessee in connection with its Operations, and, upon request by Lessee, shall make available to Lessee for inspection copies of all reports, agreements, surveys, plans and other records of Lessor that relate to the wind on or across the Property or to the feasibility of wind energy development on the Property.

1.5. **Lessor's Reserved Rights.** Subject to Sections 5.2, 5.3, 6.1 and 6.4 and the other rights of Lessee under this Lease, Lessor hereby reserves the right (a) to use the Property for any purpose (including for agriculture, ranching, hunting, oil, gas and other mineral exploration and development, and geophysical and archeological exploration); (b) to rebuild, replace or enlarge the existing structures in their present location, and to build additional structures (collectively, "**Lessor's Improvements**") outside of (i) the setback area of the Generating Units consisting of approximately a five hundred (500) foot diameter circle around each Generating Unit which shall be exclusive to Lessee and Lessor shall have no right to use the land within the five hundred (500) foot diameter circle around each Generating Unit for any purposes except for the growing crops or grazing of

livestock, (ii) the Crane Travel Path Easement, (iii) the Access Easement, and (iv) the Distribution Easement, which said areas will be shown on Exhibit B; and (c) to lease the Property and grant easements on, over, under and across the Property to other persons and entities for such purposes (and any income derived by Lessor from such use, leasing or easement granting shall belong entirely to Lessor); provided, however, that (i) such uses, leases and easements shall not include wind energy development or the installation or use of any facilities related to wind energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease), (ii) such uses, leases and easements shall be for purposes and activities that are not and will not be inconsistent with any of Lessee's or any Sublessee's Projects or Operations, or Lessee's enjoyment of the rights granted to it under this Lease, and (iii) any such leases and easements entered into after the Effective Date shall expressly provide that they are subject and subordinate in all respects to this Lease and to the rights of Lessee and any Sublessees hereunder. Notwithstanding the foregoing, if there is any conflict or disagreement between the Parties regarding their respective rights to develop and utilize the Property, then Lessee's use (for the purposes permitted in this Lease) shall have first priority. Lessor shall have the right to transfer Lessor's interest in all of the Property to any person or entity ("**Transferee**") provided there is a concurrent transfer and/or assignment and assumption of Lessor's rights and obligations under this Lease to the same Transferee as part of the same transaction. Lessor shall not be entitled to sever any wind rights. Lessor shall have the right to mortgage the Property without the consent of Lessee, provided any such mortgage shall be subordinate to and subject to this Lease. Exhibit B (which will be attached to this Lease on or before the expiration of the Development Term) shows the proposed locations of (a) the Generating Units, (b) the Crane Travel Path Easement, (c) the Access Easement and (d) the Distribution Easement, to be located on the Property (the "**Site Plan**"). The Site Plan shall be approved by Lessor, which said approval shall not be unreasonably withheld. If Lessee desires to modify any of the proposed locations shown on the Site Plan, Lessee shall obtain the consent of Lessor (not to be unreasonably withheld) to such locations of more than fifty (50) feet for turbine sites and roads and two hundred fifty (250) feet for underground distribution and collection lines and the Parties shall amend the Site Plan to set forth such new locations. Within one hundred eighty (180) days after "Completion of Construction" (hereafter defined), Lessee shall complete a final as-built survey to be attached to this Lease as a replacement for the Site Plan.

1.6 **Effects.** Notwithstanding the grant of the easement contained in Section 1.3.1.1, Lessor understands and has been informed by Lessee that by this Lease, Lessee and each Sublessee has the right to cause on, over, across and under the Property or as an indirect or direct result of Lessee's or a Sublessee's activities on the Property in connection with each Project and the Subsequent Wind Projects, such noise, audio, visual, view, light, vibration, air turbulence, wake, electromagnetic, television reception, shadow flicker, ice or weather created hazards (collectively, the "**Consequences**") transmitted by or from the presence and operations of (a) the Wind Power Facilities on the Operating Areas and (b) each Project and the Subsequent Wind Projects, now known or hereafter designed and used for the generation of electricity by wind powered turbines and the transmission of such electricity (collectively, the "**Effects**"). Lessor, for itself, its heirs, administrators, executors, successors and assigns, does hereby waive, remise and release any right, claim or cause of action which it may now have or which it may have in the future against Lessee or a Sublessee as a direct or indirect result of said Effects.

SECTION 2 - TERM

2.1. **Development Term.** This Lease shall initially be for a term of three years (the "**Initial Development Term**") commencing on the Effective Date.

2.1.1 Lessee shall have the option ("**Extended Development Term Option**") to extend the Initial Development Term twice for a period of up to two years each time (each an "**Extended Development Term**"), upon the same terms and conditions as set forth herein, subject to payment of the "**Extended Development Term Rent**" set forth in Section 3.1 below. Lessee shall give Lessor notice of its intent to exercise the Extended Development Term Option at any time prior to the expiration of the Initial Development Term or first Extended Development Term, as applicable. The Initial Development Term and the Extended Development Terms are sometimes referred to herein as the "**Development Term**."

2.1.2 Notwithstanding anything to the contrary contained herein, the Development Term shall terminate on the date on which the "First Extended Term" (hereafter defined) commences.

2.2. **Extended Term.** Lessee shall have the right and option (the "**Lease Extension Option**") to extend the term of this Lease for one thirty (30) year period and thereafter for one ten (10) year period (each, an "**Extended Term**"). The Development Term and the Extended Terms are sometimes collectively referred to hereafter as the "**Term**." The term, "**Extended Term Year**," refers to any calendar year that occurs during an Extended Term.

2.2.1. Lessee may exercise the Extension Option, for each Extended Term, by giving Lessor written notice of such extension (each, an "**Extension Option Notice**"). For the first Extended Term (the "**First Extended Term**"), Lessee shall give the Extension Option Notice at any time prior to the expiration of the seven (7) year period described in Section 2.1, and the First Extended Term shall commence (and the Development Term shall end) upon the date specified in such Extension Option Notice (which date shall in any event not be later than the expiration of the Development Term as set forth above). For the second Extended Term (the "**Second Extended Term**"), Lessee shall give the Extension Option Notice at any time prior to the expiration of the First Extended Term, and the Second Extended Term shall commence upon the expiration of the then-effective Extended Term. The terms and conditions set forth in this Lease shall continue and remain in effect during each Extended Term. Notwithstanding the foregoing, in no event shall the term of this Lease be longer than the longest period permitted by Law.

2.2.2. Although the giving of an Extension Option Notice shall by itself (without the requirement of any other writing) conclusively cause the applicable Extended Term to become effective on the commencement date thereof as set forth herein, if Lessee so requests, the Parties shall promptly execute and Lessee shall be entitled to record a memorandum evidencing such extension, which memorandum shall be reasonably satisfactory in form and substance to Lessee.

SECTION 3 - RENT

3.1 **Rent During the Development Term.**

3.1.1 **Development Term Rent.** Within 30 days after full execution of this Lease, Lessee shall pay to Lessor, as a one-time payment in advance, as rent for the Initial Development Term (the "**Initial Development Term Rent**") an amount equal to the product of (a) Nine Dollars (\$9.00) per acre and (b) the number of acres of the Property subject to this Lease on the Effective Date. If Lessee decides to exercise an Extended Development Term Option, then within 30 days after Lessee's deliver of its notice of exercise of an Extended Development Term Option to Lessor, Lessee shall pay to Lessor as rent ("**Extended Development Term Rent**") a one-time payment in an amount equal to the product of (a) Ten Dollars (\$10.00) per acre and (b) the number of acres of the Property then subject to this Lease for such Extended Development Term.

3.2. Rent During the Extended Terms.

3.2.1. For each Extended Term Year until earlier of (a) the expiration of the Term or (b) the Operation Date, Lessee shall pay to Lessor, as rent (the "**Initial Rent**"), an amount equal to the product of (i) Two Dollars (\$2.00) per acre and (ii) the number of acres of the Property that are from time to time then subject to this Lease. "**Operation Date**" means the date when a power purchasing utility or other entity first receives and purchases power produced from operation of a Generating Unit located on the Property. Commencing on the first Operation Date of the Project and for each Extended Term Year thereafter, if Lessee has not installed Generating Units on the Property, Lessee shall pay to Lessor an amount equal to the product of (a)(i) Two Dollars (\$2.00) per acre for the Extended Term Years 1 through 10, (ii) Seven Dollars and (\$7.00) per acre for the Extended Term Years 11 through 15, (iii) Eight Dollars (\$8.00) per acre for the Extended Term Years 16 through 20, (iv) Nine Dollars (\$9.00) per acre for the Extended Term Years 21 through 30, and (v) Eleven Dollars (\$11.00) per acre for the Extended Term Years 31 through 40; and (b) the number of acres of the Property that are from time to time then subject to this Lease in accordance with Section 3.3 ("Land Payment"). The Land Payment shall be paid from the "Landowner Payment Fund" (hereafter defined).

3.2.2 Commencing on the Operation Date and for each Extended Term Year thereafter, if Lessee has installed at least one Generating Unit on the Property, Lessee shall pay to Lessor, as additional rent (the "**Turbine Production Payment**") an amount equal to (a) \$2,800.00 per megawatt of nameplate capacity of the Generating Units installed on the Property from time to time for Extended Term Years 1 through 10, (b) \$3,200.00 per megawatt of nameplate capacity of the Generating Units installed on the Property from time to time for Extended Term Years 11 through 15, (c) \$3,600.00 per megawatt of nameplate capacity of the Generating Units installed on the Property from time to time for Extended Term Years 16 through 20, (iv) \$4,000.00 per megawatt of nameplate capacity of the Generating Units installed on the Property from time to time for Extended Term Years 21 through 30, and (v) \$4,700.00 per megawatt of nameplate capacity of the Generating Units installed on the Property from time to time for Extended Term Years 31 through 40. The Turbine Production Payment shall be paid from a fund of money ("**Landowner Payment Fund**") which is an amount equal to the product of Gross Revenues actually received over the course of an Extended Term Year and the fixed percentage of Gross Revenues (as set forth below):

Extended Term Years	Percentage of Gross Revenues
---------------------	------------------------------

1-10 _____	3.50%
11-15 _____	4.00%
16-20 _____	4.50%
21-30 _____	5.00%
31-40 _____	6.00%

3.2.3 Payment of Balance of Landowner Payment Fund. If there is a balance of money remaining in the Landowner Payment Fund after the payment of the Land Payment and the Turbine Production Payment, as applicable, to all landowners who own land located within the Wind Project Property, all of said balance remaining after the payment of the Land Payment and the Turbine Production Payment in accordance with this Lease, shall be paid and prorated among all such landowners, annually, in proportion to the acreage each owns in the Wind Project Property. Landowner's portion of said balance shall be based on a fraction, the numerator of which is the number of acres of the Property from time to time under this Lease, and the denominator of which is the total number of acres located within the Wind Project Property, as determined by Wind

Company and meteorologists and construction engineers of Wind Company's choice. In no event shall Lessee be entitled to any portion of the balance of the Landowner Payment Fund.

3.3 **Rent Payments.** The Initial Rent, the Turbine Production Payment, and the Land Payment are collectively referred to herein as the "***Extended Term Rent.***" Development Term Rent and Extended Term Rent are together referred to herein as the "***Rent.***" Extended Term Rent Payments shall be made on a quarterly basis in arrears and no later than forty-five (45) days after the end of each quarter of the calendar year.

3.4 **Definition of Gross Revenues.** For purposes of this Lease, the term "***Gross Revenues***" means the aggregate total revenue actually received by Lessee or a Sublessee during the applicable period of time, from the sale, to the purchaser ("***Purchaser***") of the electricity, of electrical energy generated and sold from Generating Units then located on the Property and the Wind Project Property as adjusted (upward or downward) to reflect any hedging or similar arrangements in place to mitigate the risk of market price fluctuations on such revenues ("***Hedging Transactions***").

(a) "Gross Revenues" shall also include any payments received:

(i) from renewable energy credits or pollution credits that directly result from generation of electrical energy from Generating Units on the Property and the Wind Project Property (except for production tax credits, other tax benefits and credits, or any reimbursement thereof or a payment elected instead of production tax credits pursuant to Section 1603 of the American Recovery and Reinvestment Act of 2009 (or any extension or renewal thereof, or any successor program) ("***Cash Grant***"));

(ii) pursuant to a business interruption insurance policy or by the manufacturer of any Generating Unit under the provisions of its warranty, if such payments are made specifically in lieu of revenues from the normal operation of such Generating Units; or

(iii) from any Purchaser if such payments are made specifically in lieu of revenues from the normal operation of such Generating Units on the Property and the Wind Project Property; and

(iv) amounts received by Lessee in Hedging Transactions which shall be reduced by amounts paid by Lessee in Hedging Transactions entered into by Lessee, it being understood that Lessor is to share proportionately with Lessee in the risks and benefits of such Hedging Transactions; provided that any Hedging Transaction entered into with an affiliate of Lessee shall be entered into in good faith and on an arm's length basis.

(b) "Gross Revenues" shall not include revenues received:

(i) from (A) the sale, lease, sublease, assignment, transfer or other disposition whether directly or indirectly of Wind Power Facilities or any other of Lessee's or any Sublessee's improvements, trade fixtures or chattel (or any interest therein) or (B) the transfer or sale whether directly or indirectly of all or a part of the membership interests in Lessee or any Sublessee or any of their affiliates;

(ii) from sales of electrical energy produced by Generating Units not located on the Property and the Wind Project Property;

(iii) from any rental or other payment received in exchange for Lessee's assigning, subleasing, mortgaging or otherwise transferring all or any interests of Lessee in this Lease;

(iv) from the sale, modification or termination of any obligation under a power purchase contract;

(v) from parasitic or other loss (i.e., electrical energy used to power Wind Power Facilities or Operations, or lost in the course of transforming, shaping, transporting or delivering the electricity);

(vi) from sales of electrical energy for which payment is not received (including because of a default by the purchaser thereof);

(vii) as reimbursement or compensation for actual wheeling costs or other actual electricity transmission or actual delivery costs paid by Lessee to a Purchaser and/or a third party pursuant to an arms' length transaction;

(viii) from production tax credits, other tax benefits and credits, or any reimbursement thereof or a Cash Grant received by Lessee or a Sublessee in connection with any Project; or

(ix) revenues received from any Purchaser not specifically made in lieu of revenues from the normal operation of such Generating Units.

3.6 **Payment For Water.** Lessee shall have no right to use water from the Property without consent from Lessor. If said consent is granted, Lessee shall pay Lessor for the water used by Lessee for the benefit of one or more Projects at a rate as mutually agreed upon by Lessor and Lessee.

3.7 **Payment For Meteorological Towers.** Lessee shall pay Lessor a one-time fee of Five Hundred Dollars (\$500.00) for each meteorological tower less than Eighty (80) meters in height installed on the Property. Lessee shall pay Lessor for each meteorological tower greater than or equal to Eighty (80) meters in height installed on the Property an annual payment in arrears of One Thousand Five Hundred Dollars (\$1,500.00) if the meteorological tower is located in pasture and Two Thousand Dollars (\$2,000.00) if the meteorological tower is located in crop land.

3.8 **Payment For Roadways.** On or before ninety (90) days after Completion of Construction, Lessee shall pay Lessor, as a one-time payment, an amount equal to Fifty Cents (\$0.50) per linear foot of roadway measured along the centerline of each Lessee Roads that are constructed on the Property.

3.9 **Construction Impact Fee after Completion of Construction.** On or before ninety (90) days after Completion of Construction, Lessee shall pay Lessor for all damages to the Property caused by the construction and installation of the Wind Power Facilities in an amount equal to One Thousand Dollars (\$1,000.00) for each Generating Unit located on the Property ("**Construction Impact Fee**"). "**Completion of Construction**" shall mean when the Wind Power Facilities on the Property have been installed in their entirety.

3.10 **Substations and/or Operation and Maintenance Building Site.** Lessor acknowledges that, in connection with the Project, a substation facility (and/or interconnection

substation facility) and an operation and maintenance building will be required on some portion of the Wind Project Property (but not necessarily on the Property). Lessor shall have no obligation under this Lease to lease or convey any of the Property to Lessee for said uses. If Lessee desires to purchase a portion of the Property for such uses, and Lessor agrees, the terms and price of said purchase shall be governed by a separate written agreement.

3.11 Intentionally Deleted.

3.12 Payment for Transmission Easement. On or before ninety (90) days after Completion of Construction, Lessee shall pay Lessor, as a one-time payment, for Project transmission facility easement on the Property used for the purpose of delivering the electricity generated by a Project to the interconnection point, an amount equal to Two Dollars (\$2.00) per linear foot of easement length measured along the centerline of the easement(s). For clarification purposes only, the collection and distribution line facilities and easements are not a transmission facility easement for purposes of this Section.

3.13 Commingling; Prorations.

3.13.1. Electrical energy produced from Generating Units located on the Property and the Gross Revenue received therefrom shall be commingled with electrical energy produced from Generating Units located on the Wind Project Property and the Gross Revenue received therefrom.

3.13.2. Any Rent payable for less than a full calendar year shall be prorated by Lessee on the basis of a 365-day year. Further, if at any time during the term of this Lease Lessor owns less than one hundred percent (100%) of the fee interest in the Property, the Rent payable to Lessor hereunder shall be reduced proportionately. If the Extended Term commences prior to the expiration of all Development Term years for which Development Term Rent has been prepaid by Lessee to Lessor, Lessee shall be entitled to a credit against the Rent due and payable during the Extended Term for all such Development Term Rent prepaid for such unexpired years of the Development Term.

3.14 Audit. Lessor shall have the right to demand, from time to time (but not more often than once every eighteen (18) months), by written notice to Lessee, an audit of the computations of Extended Term Rent made by Lessee (the "**Computations**"), which audit shall be performed by an independent certified public accountant (an "**Accountant**"), as follows:

3.14.1 Any determination made by an Accountant under this Section 3.14 shall be conclusive as between and binding upon the Parties. In the event that the Parties cannot agree upon an Accountant within thirty (30) days after Lessee's receipt of Lessor's demand for such an audit, then, at the request of either Party, such audit shall be performed by a single Accountant appointed by the American Arbitration Association (the "**AAA**"). If such audit shows that Extended Term Rent has been underpaid, then the amount of the deficiency shall be promptly paid in accordance with the determination made by such Accountant. If such audit shows that Extended Term Rent has been overpaid, then the amount of the overpayment shall be promptly refunded in accordance with the determination made by such Accountant.

3.14.2 All of the costs associated with such audit (including AAA fees and costs) shall be paid by Lessor; provided, however, that in the event that such audit establishes that there has been an underpayment, and that the amount of the underpayment is equal to or greater than three percent (3%) of the Extended Term Rent that in the aggregate should have been paid to

Lessor for the period of time which is the subject of such audit, then Lessee shall reimburse Lessor for all its reasonable and verifiable out-of-pocket costs incurred in such audit.

3.14.3 If such an audit is not demanded within eighteen (18) months following a particular Computation, then Lessor shall conclusively be deemed to have waived its right to an audit with respect to such Computation, and shall forever thereafter be precluded from bringing any legal action or proceeding to compel an audit of such Computation or to recover any underpayment of Extended Term Rent associated with or forming the basis of such Computation.

3.14.4 Any Computations, materials, data or information obtained or reviewed by the Accountant, as well as such Accountant's determination, shall be deemed to be Confidential Information and shall be governed by Section 13.3.

3.15 **Crop Damage Payment.** If Lessee, in exercising its rights under this Lease, damages grass or crops on any portion of the Property outside of "Turbine Sites" (hereafter defined), designated roadways or utility line rights-of-way to a degree such that damage is visible (the "**Damaged Areas**"), then Lessee will pay Lessor one-time payments (per damage event) of (a) the "Damage Payment" (hereafter defined), (b) five cents (\$.05) per square foot of the Property that has been permanently damaged by Lessee, and (c) the expense of replacing any fencing or other improvements damaged by Lessee. The term "**Damage Payment**" means, with respect to crops, a payment based on the average of the previous (3) seasons' prices listed by the Chicago Board of Trade plus any additional subsidy normally applicable to that crop under Federal Crop Insurance policy or the 2002 Farm Bill or succeeding acts. Yield will be the average of the previous three (3) seasons' yields according to Lessor's records for the smallest parcel of land that includes the damaged area. If Lessor does not have yield records available, the Parties will use Farm Service Agency records or other commonly used yield information available for the area. Additionally, with respect to any alfalfa crop damaged, the Damage Payment will be adjusted to address any future crops lost due to damages caused by Lessee, including re-seeding costs, as determined by the mutual reasonable agreement of the Parties. The term "**Damage Payment**" with respect to pasture means One Hundred Dollars (\$100.00) per acre of pasture damaged, prorated accordingly, such payment to be adjusted accordingly in the good faith of the parties based upon the need for any re-seeding of the pasture. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, the Parties shall have the area measured and extent of damage assessed by an impartial third party such as a crop insurance adjuster or extension agent. If Lessee does not notify Lessor of any such damages, then Lessor will notify Lessee via electronic mail or in other writing of claimed damages. Lessee will respond to Lessor within seven (7) days of such written notification. As used herein, the term "**Turbine Site**" means an area within a two hundred fifty (250) feet radius of any Generating Unit erected on the Property. To the extent any of the Damages Areas are on property leased to a tenant, Lessor shall indemnify, defend and hold harmless Lessee from and against any claims by such tenant based on crop damages so long as Lessee complies with its payment obligations under this Section 3.15.

3.16 **Payment for Walk-In Hunting Land Removed from Program and for CRP Land Used or Destroyed.** To the extent Lessee requires the removal of any of the Property from any existing Walk-In Hunting Program administered by the State of Kansas (the "**Walk-In Program**"), which right is hereby reserved by Lessee, Lessee shall compensate Lessor for the pro-rata cost of that portion of the Property so removed at the rate per acre that Lessor would have received from the State of Kansas under the Walk-In Program (as evidenced by the payment structure under any existing Walk-In Program Agreement in effect at the time for the remainder of the Property). Additionally, to the extent Lessee's use of any Property subject to a Conservation Reserve Program ("**CRP Land**") results in any recapture costs to Lessor, Lessee shall reimburse and indemnify

Lessor for any such recapture costs within thirty (30) days after Lessor's submission of evidence of such recapture costs to Lessee. The foregoing shall not be construed to obligate Lessee to compensate Lessor for any lost revenues for any future opportunities to cause the Property to be included in any Walk-In Program or Conservation Reserve Program due to Lessee's exercise of its rights hereunder.

SECTION 4 - SPECIFIC COVENANTS BY LESSEE

4.1. Road Construction and Maintenance.

4.1.1. Lessee shall maintain in good condition any roads it uses on the Property (each, the "**Lessee Roads**"). If Lessee constructs any Lessee Roads, then the same may be at least forty (40) feet wide or more, and, where necessary, additional areas reasonably necessary to accommodate (a) turning radius, (b) shoulders, (c) slopes, (d) erosion control, (e) drainage infrastructure and (f) field conditions, obstacles or impediments. Lessor reserves the right to use and to grant others the right to use any Lessee Roads; provided, however, that Lessee shall be reimbursed for an equitable share of the road maintenance costs to the extent the Lessee Roads are used by anyone for commercial purposes other than Lessor.

4.1.2 Subject to Sections 1.4, 5.4 and 11.1, at all times during the Term of this Lease, Lessee will keep and maintain, or cause to be kept and maintained, the Wind Power Facilities erected on the Property by Lessee in a good state of appearance and repair (except for reasonable wear and tear) at Lessee's expense.

4.2. **Property Taxes.** Lessee shall pay, when due, all real property taxes and assessments levied against Lessee's or Sublessee's improvements, whether assessed separately or not. Lessee shall also pay any increase in real estate property taxes, along with any penalty or interests assessed, for increases in the real estate value resulting from Lessee's or Sublessee's use of the Property and/or Wind Power Facilities. Except as expressly provided in the foregoing sentence, Lessee shall not be responsible for paying any taxes attributable to (a) improvements or facilities installed by Lessor or others on the Property or (b) the underlying value of the Property not directly caused by the installation of the Wind Power Facilities on the Property by Lessee or Sublessee. Lessor shall document any increase in real estate value, such as for land that changes from an Agricultural classification to a Non-Agricultural classification, due to the Wind Power Facilities. Lessee will attempt to have the taxing authority separately assess the Wind Power Facilities and to send the tax bills for such Wind Power Facilities directly to Lessee, to be paid by Lessee. If Lessee is unsuccessful in having the Wind Power Facilities separately assessed and billed, Lessor shall continue to be responsible for all taxes and assessments against the Property. Lessee shall deliver to Lessor a check payable to the taxing authority for any portion of such assessment specifically allocated to the Wind Power Facilities situated on the Property plus any increase in real estate property taxes, including any penalty or interest assessed resulting from Lessee's use of the Property and/or Wind Power Facilities. Such demand, accompanied by copies of the tax bills should be made reasonably prior to the due date for such taxes to the extent necessary to prevent Lessor from having to advance such funds on behalf of Lessee, and payment shall be delivered to Lessor within ten (10) days of any such demand. Lessor shall deliver Lessee's check along with Lessor's payment to the taxing authority prior to the due date. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name of Lessor and/or Lessee where appropriate or required), the legal validity or amount of any assessments or taxes, the payment of which Lessee is responsible for hereunder. Lessor shall cooperate with Lessee in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Lessee may deem advisable to file), and Lessee shall

reimburse Lessor for its reasonable out-of pocket expenses incurred for such cooperation. If Lessor fails to pay its taxes when due, Lessee may, at its option, pay the same (together with, at Lessee's option, taxes on any land and improvements other than the Property that are part of the same tax lot as any part of the Property as to which taxes have not been paid) and deduct the amount paid from the Rent due Lessor hereunder.

4.3. **Construction Liens.** Lessee shall keep the Property free and clear of all liens and claims of lien for labor and services performed on, and materials, supplies and equipment furnished to, the Property in connection with Lessee's or any Sublessee's Operations; provided, however, that Lessee shall have the right, in its sole discretion, to contest such liens and claims by appropriate legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required). Lessor shall cooperate in every reasonable way in such contest, and Lessee shall reimburse Lessor for its reasonable out-of-pocket expenses incurred for such cooperation.

4.4 **Removal of Brush.** Lessee shall have the right when and where necessary to trim or cut brush, trees, timber or branches thereof, from time to time, located on the Property where in Lessee's sole discretion such brush, trees, timber or branches would interfere with the Lessee's exercise of its rights hereunder. Lessor shall not be entitled to any compensation from Lessee in the exercise of its rights under this Section. Prior to Lessee's exercising its rights hereunder, Lessee shall notify Lessor in advance to provide Lessor an opportunity to remove any trees or timber that Lessee has identified should be cut down.

4.5 **Gates and Fences.** At all times during the Term, Lessee shall use commercially reasonable methods to keep locked any gates providing access to the Property. Lessee acknowledges that Lessor has a right to maintain a separate lock in series with Lessee's lock on all locked gates such that either lock is capable of unlocking a given gate. Lessee and Lessor shall work cooperatively to assure effective gate security and ingress. When relocating an existing fence, Lessee agrees to pay for the cost of such relocation, and also to obtain Lessor's prior consent which said consent shall not be unreasonably withheld, conditioned or delayed. Alternatively, Lessee shall have the right at Lessee's option to install a cattle guard in lieu of or in addition to a gate. Prior to any new fencing constructed by Lessor over any Project underground facility, Lessor shall first consult with Lessee and obtain Lessee's approval of the fence before construction, which approval shall not be unreasonably withheld, conditioned or delayed.

SECTION 5 - SPECIFIC REPRESENTATIONS, WARRANTIES AND COVENANTS BY LESSOR

5.1. **Representations and Warranties.** Lessor hereby represents and warrants to Lessee that, as of the Effective Date:

5.1.1. (a) Lessor is the sole fee title owner of the Property, (b) each person or entity signing this Lease on behalf of Lessor is authorized to do so, (c) Lessor has the unrestricted right, power and authority to enter into and perform its obligations under this Lease and to grant the rights granted to Lessee hereunder, (d) no other person is required to execute this Lease in order for it to be fully enforceable as against all interests in the Property, (e) this Lease constitutes a valid and binding agreement, enforceable against Lessor in accordance with its terms and (f) Lessor is not the subject of any bankruptcy, insolvency or probate proceeding.

5.1.2. To the actual knowledge of Lessor, no litigation is pending, and no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with

respect to, or which could affect, the Property. If Lessor learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Lessor shall promptly deliver notice thereof to Lessee.

5.1.3. To the actual knowledge of Lessor, (a) the Property is in full compliance with all applicable federal, State and local laws, statutes, ordinances, orders, rules and regulations (each, a "**Law**"), (b) this Lease does not violate any contract, agreement, instrument, judgment or order to which Lessor is a party or which affects the Property and (c) there are no commitments or agreements with any governmental agency or public or private utility affecting the Property or any portion thereof that have not been disclosed in writing by Lessor to Lessee.

5.1.4. Without limiting the generality of the foregoing, to the actual knowledge of Lessor, (a) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any Law (each, a "**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 all health, safety and other Laws (each, an "**Environmental Law**") that govern the same or are applicable thereto and (c) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Lessor has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law. Lessor shall defend, indemnify and hold Lessee harmless from any and all claims, damages, penalties, costs, liabilities or losses and any and all costs incurred due to the investigation, clean-up, removal or restoration of the Property due to the existence or presence of Hazardous Materials in, on or under the Property if such Hazardous Materials were brought onto the Property by Lessor.

5.1.5. To the actual knowledge of Lessor, there are no recorded or unrecorded liens, encumbrances, covenants, conditions, reservations, restrictions, easements, leases, subleases, occupancies, tenancies, mineral rights, water rights, options, rights of first refusal or other matters affecting, relating to or encumbering the Property or any portion thereof (each, an "**Encumbrance**"), the existence, use, foreclosure or exercise of which could reasonably be expected to delay, interfere with or impair Operations or the exercise of any of Lessee's other rights under this Lease or the Easements, or the financing of any Project. Lessor and the Property are in full compliance with all such Encumbrances.

5.1.6. To the best of Lessor's knowledge, there are no physical conditions of the Property, nor any other material adverse facts or conditions relating to the Property or any portion thereof, that could delay, interfere with or impair Operations or the exercise of any of Lessee's other rights under this Lease or the Easements, or the financing of any Project, or which could, with the passage of time, the giving of notice or both, have such an effect.

5.2. **No Interference.** Neither Lessor's activities nor the exercise of any rights or interests heretofore or hereafter given or granted by Lessor to any Related Person (as defined below) of Lessor, whether exercised on the Property or elsewhere, shall, currently or prospectively, interfere with, impair or materially increase the cost of (a) the construction, installation, maintenance or operation of any Project, (b) vehicular or pedestrian access to, or the transmission of energy from, the Property, any Wind Power Facilities or any Project, (c) any Operations of Lessee or any Sublessee on the Property or with respect to any Project or (d) the undertaking of any other activities or the free enjoyment and exercise of any other rights or benefits given to or permitted

Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor any Related Person of Lessor shall (i) interfere with or impair (A) the free, unobstructed and natural availability, accessibility, flow, frequency, speed or direction of air or wind over and across the Property (whether by planting trees, constructing buildings or other structures, or otherwise, (B) the operation of Generating Unit rotors that overhang the Property or (C) the lateral or subjacent support for the Wind Power Facilities or (ii) engage in any other activity on the Property or elsewhere; in each case that might cause a decrease in the output or efficiency of Lessee's or any Sublessee's Generating Units. As used herein, the term "**Related Person**" means any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of a specified Party, or any other person or entity that has obtained or hereafter obtains rights or interests from such Party.

5.3. **Hunting.** Lessor and Lessee agree to reasonably cooperate with each other to ensure the mutual safety of each other and their Related Persons and the good condition of the Wind Power Facilities to the extent Lessor and Lessee and/or their respective Related Persons wish to concurrently occupy the Property, or portions thereof, during hunting seasons. Without limitation of the foregoing covenant of cooperation, the Parties hereby agree as follows:

5.3.1 Lessee will use commercially reasonable efforts to keep Lessor informed of when construction will occur on the Property. During construction activities on the Property, Lessor shall not hunt or permit any hunting on the Property. During any period of major maintenance of Wind Power Facilities located on the Property, Lessee shall have the right to restrict Lessor's hunting activities to the extent same might interfere with such maintenance or expose any of Lessee's personnel to danger.

5.3.2 Lessor will give Lessee reasonable advance notice of any rifle hunting activities on the Property (but in any event at least one business day's advance notice) and, where reasonably required, shall include notice of the particular areas of the Property where hunting will occur. If a sustained rifle hunting activity (e.g., a weekend or week-long hunting excursion) is contemplated, notice need not be given daily so long as Lessee is informed of the contemplated duration of the hunting activity at the time notice is given.

5.3.3 In no event shall Lessee or any of its Related Persons be permitted to hunt on the Property or to possess firearms on the Property.

5.4. **Ownership of Wind Power Facilities.** Lessor shall have no ownership or other interest in any Wind Power Facilities installed on the Property, and Lessee may remove any or all Wind Power Facilities at any time and from time to time. Without limiting the generality of the foregoing, to the extent permitted by Law, Lessor hereby waives any statutory or common law lien that it might otherwise have in or to the Wind Power Facilities or any thereof. In the event that such waiver is not enforceable or permitted by Law, then Lessor hereby subordinates each such statutory or common law lien to any Lender's Lien (as defined below) from time to time existing against the Wind Power Facilities or any thereof.

5.5. **Quiet Enjoyment; Liens and Encumbrances.** During the entire term of this Lease, (a) Lessee shall have peaceful and quiet enjoyment of the Property, without hindrance or interruption by Lessor or any other person or entity and (b) Lessor shall protect and defend the right, title and interest of Lessee hereunder from any other rights, interests, title and claims of or by any Related Person of Lessor or any other third person or entity. Without limiting the generality of the foregoing:

5.5.1. Lessor shall not, without Lessee's prior written approval, enter into, alter, modify or extend any agreement affecting the Property or any part thereof or allow any Encumbrance to attach to the Property or any portion thereof, if the same could reasonably be expected to delay, interfere with or impair Operations or the exercise of any of Lessee's other rights under this Lease or the Easements, or the financing of any Project.

5.5.2. On the Effective Date, the Property shall be free and clear of all monetary Encumbrances other than those expressly approved in writing by Lessee, and all grazing, agricultural and/or crop share tenancies or leases shall be subordinated to this Lease and Lessor represents and warrants to Lessee that it has delivered to Lessee a true, complete and correct copy of each such Encumbrance together with copies of all related promissory notes. After the Effective Date, any mortgage, deed of trust or other Encumbrance placed or permitted to be placed on the Property or any part thereof by (or because of the acts or omissions of) Lessor, shall be subject to (a) this Lease and the Easements (and any amendments or supplements thereto, regardless whether or not then executed or recorded) and the rights of Lessee and any Sublessee thereunder, (b) any Sublease, whether or not then in existence, (c) any Lender's Lien (as defined below), whether or not then in existence and (d) any and all documents executed or to be executed by Lessor, Lessee or any Sublessee in connection with this Lease, the Easements or the Property. Notwithstanding the foregoing, Lessee agrees that, if requested by Lessor or Lessor's lender, Lessee will subordinate this Lease to a mortgage on that portion of the Property where the Lessor's Improvements are located, provided that Lessor and Lessor's lender and such portion of the Property shall remain subject to the negative covenants stated in Sections 1.5 (c) (i), (ii) and (iii).

5.5.3. If at any time during the term of this Lease an Encumbrance is found or claimed to exist against the Property or any portion thereof (regardless whether the same existed as of the Effective Date or was created thereafter), and Lessee in its sole discretion determines that the existence, use, operation, implementation or exercise of such Encumbrance could reasonably be expected to delay, interfere with or impair Operations or the exercise of any of Lessee's other rights under this Lease or the Easements, or the financing of any Project, then Lessee shall be entitled to obtain a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably requested by Lessee) from the holder of such Encumbrance that will eliminate some or all of such risks; and Lessor shall fully and promptly cooperate with Lessee's efforts to obtain such subordination, non-disturbance agreement, consent or other agreement.

5.5.4. If any Encumbrance (including (a) the lien of property taxes and assessments or (b) any mechanic's or materialman's lien arising from construction by Lessor or any Related Person of Lessor) provides for payment or performance of obligations by Lessor, then Lessor shall, prior to delinquency make such payment and perform such obligations.

5.5.5. Notwithstanding any other provision contained in this Lease to the contrary, neither Lessor nor its successors or assigns shall be entitled to use, or authorize the use of, any portion of the surface of the Property located within five hundred (500) feet of any Generating Units to be installed in the future or substation facility or interconnection substation facility, or within one hundred (100) feet of an transmission line to be installed in the future (or any other portion of the Property that would unreasonably interfere with the use by the Lessee of the Property) for the purpose of exploring, drilling, or mining for or producing minerals, without the prior written consent of the Lessee, which consent may be withheld in Lessee's sole business discretion. Any pipeline shall be underground and buried at least six (6) feet or more when crossing a Lessee Road and/or collection and distribution lines and/or between Generating Units and operated so as to not interfere with the Windpower Facilities, the Project and Operations. To the best knowledge of Lessor,

Lessor represents and warrants that, other than as set forth on Schedule 5.5.5 attached hereto and made a part hereof, (a) there are no unrecorded leases or other agreements regarding minerals in and under the Property granted by Lessor or any other person; and (b) such minerals are subject to no existing pooling (whether consensual or forced), unitization, or other orders issued by any governmental entity. Lessor covenants and agrees that in the event Lessee consents to exploring, drilling, or mining for or producing minerals, Lessor shall obtain a covenant from the holder of any rights under any new lease or other agreement affecting minerals that such holder will not conduct any activities within the areas described in this Section 5.5.5 and shall not otherwise interfere with the Lessee's rights under this Lease.

5.6. **Permitting.** Lessee or any Sublessee may, if it so elects and at its own cost, process and obtain any permit, approval or entitlement (including any zoning change, conditional use permit or variance) in connection with Operations, Wind Power Facilities or any Project. Further, Lessee and each Sublessee shall have the right to (a) meet with governmental agencies and with any other persons or entities with whom Lessor has contractual arrangements relating to, or which have jurisdiction over or an interest in, the Property or any portion thereof, at any place including the Property and (b) discuss with any such agencies, persons and entities the terms of this Lease, the terms of any contractual arrangements between Lessor and any such agency, person or entity, and any other matters relating to the Property or to Lessee's or any Sublessee's Operations, Wind Power Facilities or Projects.

5.7. **Division Into Separate Leases.** Lessee may use the Property for one Project or Lessee may divide the Property into multiple separate Projects. In the event that Lessee elects to divide the Property into multiple projects, Lessor shall, within thirty (30) days after written request from Lessee, and without demanding any additional consideration, bifurcate this Lease by entering into and delivering to Lessee two or more new leases (which shall supersede and replace this Lease) that provide Lessee with separate Leasehold Estates (as defined below) in different portions of the Property, as designated by Lessee. Each of such new leases shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Lessee or any Sublessee prior to the execution of such new leases, and except for any modifications that may be required to ensure that each Party's combined obligations under such new leases do not exceed such Party's obligations under this Lease) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining term of this Lease; (d) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated Leasehold Estates, covering such portion or portions of the Property as Lessee may designate; (e) require payment to Lessor of only a proportionate amount of the Rent; and (f) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Lessor. Further, notwithstanding any other provision of this Lease, in the event of any uncured default under any such new lease, such event of default shall not affect, or cause a termination of, any other such new lease or any rights or interests granted under any other such new lease.

5.8 **Construction of New Waterlines.** Lessor may construct new water lines on the Property as provided in this Section 5.8. Lessee and Lessor shall cooperate on the design and installation (which may include sleeving or other separation methods) of water lines to assure that it is usable by Lessor and does not interfere with the Wind Power Facilities. Any new water line shall be constructed generally parallel to and several feet away from the access road constructed by Lessee to permit Lessee's full enjoyment of the rights granted in this Lease. Lessor shall not locate any new water line within a three hundred (300) foot diameter circle of any Generating Unit. If Lessor desires to install new water lines (a) in the area between the three hundred (300) foot diameter circle around each Generating Unit and the five hundred (500) foot diameter circle

around each Generating Unit or on the Distribution Easement, or (b) on the roads which contain said Distribution Easement facilities or (c) under Lessee's Roads or (d) on other parts of the Operating Area, Lessor shall first consult with Lessee and obtain Lessee's approval of the plans, specifications, exact depths and locations of the proposed water line before construction, which consent shall not be unreasonably withheld. If necessary, Lessee may cut, repair and relocate to mutually agreed locations any new or existing water lines to permit Lessee to fully enjoy all rights granted Lessee under this Lease. Lessee shall bear the cost of all such repairs. The repair will be made in a timely manner in order to not adversely disrupt livestock or domestic supply. In the event that Lessee disrupts serviceability of an existing waterline adequate notice will be given to Lessor, and provision made to restore water within a mutually agreed time frame. Except as otherwise provided herein, Lessor shall bear all costs of operating, installing, repairing, maintaining, relocating, and removing the water lines, and the costs of wells, pumps, valves and other appurtenances associated with the water lines. Lessor shall maintain the lines to a standard that it does not leak or otherwise erode, damage, or interfere with the Wind Power Facilities.

SECTION 6 - MUTUAL COVENANTS

6.1. **Insurance.** Lessee shall, at its expense, maintain commercial general liability insurance coverage that (when combined with a liability umbrella policy) provides protection against loss or liability to third parties or property of third parties caused by Lessee's or its Related Persons' occupation and use of, and activities on the Property, in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, accident or incident, which said amount may be satisfied by any combination or primary and excess policies. Lessor shall be named as an additional insured in such policy. Upon Lessor's request, Lessee shall promptly deliver a certificate of such insurance to Lessor. Lessor agrees to maintain at its expense appropriate property and liability insurance for its real and personal property and activities.

6.2. **Compliance With Law.** Each Party shall, at its expense, comply (and cause its Related Persons to comply) in all material respects with each Law applicable to its (or their) operations or activities on the Property; provided, however, that each Party shall have the right, in its sole discretion, to contest, by appropriate legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or applicability of any such Law, and the other Party shall cooperate in every reasonable way in such contest, at no out-of-pocket expense thereto.

6.3. **Hazardous Materials.** Neither Party nor its Related Persons shall violate any Environmental Law on, under or with respect to the Property. Lessor shall, at its sole cost and expense, promptly clean up, remove or take other legally-authorized remedial action with regard to any soil, ground water or other contamination and damage caused by Hazardous Materials prior to the Effective Date. After the Effective Date, each Party shall, at its sole cost and expense, promptly clean up, remove or take other legally-authorized remedial action with regard to any soil, ground water or other contamination and damage caused by Hazardous Materials brought onto the Property by it or its Related Persons, and for which clean up, removal or remedial action is required pursuant to any Environmental Law. Each Party shall (a) give the other Party written notice of any breach or suspected breach of the foregoing covenant, promptly upon learning of such breach, (b) undertake such clean up, removal or remedial action in a manner designed to minimize the impact on the other Party's and its Related Persons' activities and operations on the Property and (c) cooperate with the other Party and its Related Persons with regard to any scheduling or access to the Property in connection with any action required by this Section 6.3.

6.4. Indemnification.

6.4.1. Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (each, an "**Indemnified Party**") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "**Claims**") suffered or incurred by such Indemnified Party, arising from (a) physical damage to the Indemnified Party's property (which (i) in Lessee's or any Sublessee's case, shall include damage to any Wind Power Facilities and (ii) in Lessor's case, shall include damage to crops and livestock, including any damage to water wells located on the Property, other than damages paid pursuant to Section 6.1) to the extent caused by the Indemnifying Party or any of its Related Persons, (b) physical injuries or death (including by reason of any hunting on the Property) to or of the Indemnified Party or the public, to the extent caused by the Indemnifying Party or any of its Related Persons, (c) any breach of any covenant, and any failure to be true of any representation or warranty, made by the Indemnifying Party under this Lease, (d) the presence or release of Hazardous Materials in, under, on or about the Property, which are or were brought or permitted to be brought onto the Property by the Indemnifying Party or any of its Related Persons, or (e) the violation of any Environmental Law by the Indemnifying Party or any of its Related Persons; provided however, that in no event shall the Indemnifying Party be responsible for defending, indemnifying or holding harmless any Indemnified Party to the extent of any Claim caused by, arising from or contributed to by the negligence or willful misconduct of such Indemnified Party.

6.4.2. Notwithstanding Section 6.4.1, (a) neither Lessee nor any Related Person thereof shall be liable to Lessor or any Related Person thereof for any crops damaged or destroyed, or any farmland taken out of production, as a result of Operations conducted, or any Wind Power Facilities installed or constructed, in a prudent and workmanlike manner, (b) the reference to property damage in such Section does not include losses of rent, business opportunities, profits and the like that may result from the conduct of Operations on the Property by Lessee or any Sublessee as permitted by this Lease, (c) the foregoing indemnity shall not extend to damage or injury attributable to risks of known dangers associated with electrical generating facilities, such as electromagnetic fields and (d) in no event shall Lessee or any Sublessee be liable for any damage, injury or death that is not caused by its own (as opposed to its manufacturers', suppliers' or any other persons' or entities') negligence or willful misconduct.

SECTION 7 - ASSIGNMENT, SUBLEASING AND MORTGAGING

7.1. Right To Assign, Sublease and Encumber. Lessee and each Sublessee shall have the absolute right at any time and from time to time, without obtaining Lessor's consent, to: (a) assign, sublease or grant an easement, subeasement or license in, or otherwise transfer all or any portion of its right, title or interest under this Lease, in its Sublease and/or in any Wind Power Facilities to any person or entity (each (excluding a transfer to or from a Lender), a "**Transfer**"); and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Lease, in its Sublease and/or in any Wind Power Facilities to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). As used herein, (i) the term "**Sublessee**" means any person or entity that receives a Transfer from Lessee of less than all of the right, title or interest under this Lease or in one or more Easements, (ii) the term "**Sublease**" means the grant or assignment of such rights from Lessee to a Sublessee and (iii) the term "**Lender**" means any financial institution or other person or entity that from time to time provides secured financing for some or all of Lessee's or a Sublessee's Project, Wind Power

Facilities or Operations, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Lessee in this Lease shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Lessee's then-existing right, title and interest under this Lease.

7.2. **Release From Liability.** Upon a Sublease, Lessee shall not be released from any of its obligations or liability to Lessor hereunder. However, upon a Transfer of all of the then-Lessee's then-existing right, title or interest under this Lease or in an Easement, the assigning Lessee shall be released from all of its obligations and liability under this Lease and/or such Easement (as the case may be), so long as the assignee assumes Lessee's obligations and liabilities with respect to the right, title and interest so transferred.

7.3. **Notice to Lessor.** Following a Transfer or the granting of a Lender's Lien as contemplated by Section 7.1, Lessee, the Sublessee or the Lender shall give notice of the same (including the address of the Sublessee or Lender for notice purposes) to Lessor; provided, however, that the failure to give such notice shall not constitute an Event of Default (as defined below) but rather shall only have the effect of not binding Lessor hereunder with respect to such Sublessee or Lender. Lessor hereby consents to the recordation of the interest of the Sublessee or Lender in the Official Records of the County.

SECTION 8 - DEFAULT; REMEDIES

8.1. **Default.** If a Party (the "***Defaulting Party***") fails to perform its obligations hereunder (an "***Event of Default***"), then it shall not be in default hereunder unless it fails to cure (a) a monetary Event of Default within thirty (30) days after receiving written notice from the other Party (the "***Non-Defaulting Party***") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "***Notice of Default***"); and (b) a non-monetary Event of Default within sixty (60) days after receiving a Notice of Default from the Non-Defaulting Party; provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

8.2. **Payment Under Protest.** The Defaulting Party may cure any monetary Event of Default by depositing the amount in controversy (not including claimed consequential, special, exemplary or punitive damages) in escrow with any reputable third party escrow, or by interpleading the same, which amount shall remain undistributed until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

8.3. **Remedies.** Except as qualified by Sections 9 and 10 and the other provisions of this Section 8, upon an uncured default by a Defaulting Party under this Lease, the Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative. Such remedies shall include the right in the Non-Defaulting Party to pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder, and to obtain (a) subrogation rights therefor and (b) immediate reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance.

8.4. **Certificates.** Each Party (the "**Responding Party**") shall, within ten (10) days after written request by the other Party or any existing or proposed Sublessee or Lender (each, a "**Requesting Party**"), execute and deliver to the Requesting Party an estoppel certificate (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the Rent has been paid, (c) certifying that to the best of the Responding Party's knowledge there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the Requesting Party. The failure of the Responding Party to deliver any such certificate within such time shall be conclusive upon the Responding Party that (i) this Lease is in full force and effect and has not been modified, (ii) the Rent has been paid through the date of such written notice, (iii) there are no uncured Events of Default by the Requesting Party hereunder and (iv) the other certifications so requested are in fact true and correct. Lessor acknowledges that such certificates, as well as the certificates contemplated by Sections 9.6 and 10.8, will likely be required of Lessor in connection with each transaction relating to a Project.

SECTION 9 - PROTECTION OF SUBLESSEES

9.1. **Rights of Sublessees.** Subject to any limitations provided in its Sublease, each Sublessee shall be entitled to exercise all of the rights and privileges of Lessee hereunder. Without limiting the generality of the foregoing, each Sublessee shall have the right, but not the obligation, to pay any or all amounts due hereunder, and to perform any other act or thing required of Lessee hereunder, or which may be necessary or appropriate to cure any Event of Default.

9.2. **Notice of Default; Cure.** As a precondition to exercising any rights or remedies upon an alleged Event of Default by Lessee, Lessor shall deliver a copy of the applicable Notice of Default (as defined below) to each Sublessee concurrently with delivery of such Notice of Default to Lessee, provided the Sublessee has given notice to Lessor pursuant to Section 13.1. The Sublessees shall collectively have the same period of time to cure said Event of Default as is given to Lessee pursuant to this Lease, which period shall commence to run at the end of the cure period given to Lessee in Section 8.1. If a Sublessee holds an interest in less than all of the Property, then any Event of Default by Lessee shall be remedied or deemed remedied, as to such Sublessee's interest (and Lessor shall not disturb such interest), if such Sublessee shall have cured such Event of Default as to the portion of the Property and the Wind Power Facilities in which it holds an interest.

9.3. **Consent of Sublessees.** Notwithstanding any provision of this Lease to the contrary, (a) Lessor shall not agree to any modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or increase the obligations of a Sublessee and (b) Lessor shall not accept a surrender of the Property or any part thereof or a termination of this Lease; in each such case without the prior written consent of each Sublessee who could reasonably be expected to be adversely affected by such modification, amendment, surrender or termination.

9.4. **New Lease.** In the event of termination of this Lease upon a default, by agreement, by operation of law or otherwise, or if this Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, each Sublessee shall have the right (but not the obligation) to demand, and Lessor shall, without demanding additional consideration therefor (provided Lessee shall pay Lessor's reasonable attorney's fees for reviewing any such new lease), immediately grant and enter into, a new lease pursuant to which such Sublessee shall be entitled

to, and Lessor shall not disturb, the continued use and enjoyment by such Sublessee of the Property (or the applicable portion thereof), which new lease shall (a) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee or any Sublessee prior to the execution of such new lease, and except for any modifications that may be required to ensure that such Sublessee's obligations under such new lease do not exceed its obligations under its Sublease), (b) include the Property and the Wind Power Facilities (or such portion thereof) in which said Sublessee had an interest on the date of such default, termination or rejection, (c) be for the full remaining term of this Lease, as set forth in Section 2, or such shorter term to which said Sublessee may otherwise be entitled pursuant to its Sublease, (d) contain a grant to said Sublessee of access, transmission, communications, utility and other easements covering such portion or portions of the Property as such Sublessee may reasonably designate (which shall not be less than the grant, if any, contained in its Sublease) and (e) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Lessor. Until such time as such new lease is executed and delivered, the Sublessee may continue to enter, use and enjoy the Property (or such portion thereof) and conduct Operations thereon as if the Lease were still in effect.

9.5. **Non-Disturbance.** In the event that an Event of Default by Lessee is not cured under Section 9.2 or a new lease is not demanded or is not entered into pursuant to Section 9.4, and (a) this Lease is terminated upon a default, by agreement, by operation of law or otherwise or (b) this Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, then so long as (i) a Sublessee is not in default under its Sublease (beyond any period given such Sublessee thereunder to cure such default) and (ii) such Sublessee attorns to Lessor, Lessor shall, for the full term of this Lease or such shorter term to which said Sublessee may be entitled under such Sublease, (A) recognize such Sublease as if it were an agreement between Lessor and said Sublessee and (B) not disturb, diminish or interfere with said Sublessee's possession of the portion of the Property covered by such Sublease.

9.6. **Amendments.** Lessor and Lessee shall cooperate in amending this Lease from time to time to include any provision that may reasonably be requested by any Sublessee for the purpose of implementing the provisions contained in this Lease or of preserving such Sublessee's interest in the Property; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Lessor under this Lease, or extend the term of this Lease beyond the period of time stated in Section 2 above. Further, Lessor shall, within ten (10) days after written notice from Lessee or any existing or proposed Sublessee, execute and deliver thereto a certificate to the effect that Lessor (a) recognizes a particular entity as a Sublessee under this Lease and (b) will accord to such entity all the rights and privileges of a Sublessee hereunder.

SECTION 10 - PROTECTION OF LENDERS

10.1. **Lender's Right to Possession, Right to Acquire and Right to Assign.** A Lender shall have the absolute right to do one, some or all of the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to (i) the leasehold estate created by this Lease (the "***Leasehold Estate***") or (ii) any Sublease (including any lease created pursuant to Section 9.4); (d) take possession of and operate the Property and the Wind Power Facilities or any portion thereof in accordance with this Lease and perform any obligations to be performed by Lessee or a Sublessee hereunder or under a Sublease (as applicable), or cause a receiver to be appointed to do so; (e) assign or transfer the Leasehold Estate or Sublease to a third party; or (f) exercise any rights of Lessee or a Sublessee hereunder or under a Sublease (as applicable). Lessor's consent shall not

be required for any of the foregoing; and, upon acquisition of the Leasehold Estate or a Sublease by a Lender or any other third party who acquires the same from or on behalf of the Lender, Lessor shall recognize the Lender or such other party (as the case may be) as Lessee's or such Sublessee's proper successor, and the Lease or the Sublease (as the case may be) shall remain in full force and effect. For purposes of this Section 10, the term "Sublease" shall include, without limitation, any lease created pursuant to Section 9.4.

10.2. **Notice of Default.** As a precondition to exercising any rights or remedies as a result of any default or alleged default by Lessee or a Sublessee, Lessor shall deliver a duplicate copy of the applicable Notice of Default to each Lender concurrently with delivery of such notice to Lessee or such Sublessee, as applicable, specifying in detail the alleged Event of Default and the required remedy.

10.3. **Cure.** A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Lessee or a Sublessee after Lessee's or such Sublessee's receipt of a Notice of Default hereunder or under a Sublease (as applicable), plus, in each instance, the following additional time periods: (a) thirty (30) days in the event of any monetary Event of Default; and (b) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Property (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (b) the Lender shall not be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by such party ("***Non-Curable Defaults***"). The Lender shall have the absolute right to substitute itself for Lessee or any Sublessee and perform the duties of Lessee or such Sublessee hereunder or under the Sublease (as applicable) for purposes of curing such Event of Default. Lessor expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all of the rights and privileges of Lessee or such Sublessee hereunder or under the Sublease (as applicable). Lessor shall not terminate this Lease or any Sublease prior to expiration of the cure periods available to a Lender as set forth above. Further, (i) neither the bankruptcy nor the insolvency of Lessee or any Sublessee shall be grounds for terminating this Lease as long as the Rent and all other amounts payable by Lessee or such Sublessee hereunder or under the Sublease (as applicable) are paid by the Lender in accordance with the terms thereof and (ii) Non-Curable Defaults shall be deemed waived by Lessor upon completion of foreclosure proceedings or other acquisition of the Leasehold Estate or such Sublease (as applicable).

10.4. **Deemed Cure: Extension.** If any Event of Default by Lessee or a Sublessee under this Lease or under the Sublease (as applicable) cannot be cured without obtaining possession of all or part of (a) the Property, (b) the Wind Power Facilities, (c) the Leasehold Estate and/or (d) the Sublease, then any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Lessor as set forth in Section 10.2, a Lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Lease or the Sublease, as the case may be. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee or a Sublessee, as the case may be, from commencing or prosecuting

the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

10.5. **Liability.** A Lender that does not directly hold an interest in this Lease or in a Sublease, or that holds a Lender's Lien, shall not have any obligation under this Lease or such Sublease prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Lease or such Sublease only for and during the period of time that such Lender directly holds such absolute title. Further, in the event that a Lender elects to (a) perform Lessee's obligations under this Lease or a Sublessee's obligations under a Sublease, (b) continue Operations on the Property, (c) acquire any portion of Lessee's or a Sublessee's right, title, or interest in the Property, in this Lease or in a Sublease or (d) enter into a new lease or new Sublease as provided in Section 10.6, then such Lender shall not have any personal liability to Lessor in connection therewith, and Lessor's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Property and the Wind Power Facilities. Moreover, any Lender or other party who acquires the Leasehold Estate or a Sublease pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Leasehold Estate or such Sublease.

10.6. **New Lease to Lender.** In the event that this Lease or a Sublease (a) terminates because of Lessee's or any Sublessee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Lessor shall, immediately upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new lease or new sublease (as the case may be) in favor of such Lender, which new lease or new sublease shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Lease or the applicable Sublease (except for any requirements that have been fulfilled by Lessee or any Sublessee prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance, and continuing for the remaining term of this Lease or such Sublease (as the case may be) before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain a lease (or other subordinate interest similar to said Sublease) of the Property or such portion thereof as to which such Lender held a Lender's Lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) contain a grant to the Lender of access, transmission, communications, utility and other easements covering such portion or portions of the Property as such Lender may reasonably designate, and (v) enjoy the same priority as this Lease or such Sublease over any lien, encumbrance or other interest created by Lessor; and, until such time as such new lease or sublease is executed and delivered, the Lender may enter, use and enjoy the Property and conduct Operations thereon as if the Lease or Sublease (as the case may be) were still in effect. At the option of the Lender, the new lease or sublease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Lessee or the Sublessee thereunder. If more than one Lender makes a written request for a new lease or sublease pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

10.7. **Lender's Consent.** Notwithstanding any provision of this Lease to the contrary, (a) Lessor shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, and (b) Lessor shall not accept a surrender of the Property or any part thereof

or a termination of this Lease or a Sublease; in each such case without the prior written consent of each Lender.

10.8. **Further Amendments.** At Lessee's or any Sublessee's request, Lessor shall amend this Lease to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Lessor under this Lease, or extend the term of this Lease beyond the period of time stated in Section 2. Further, Lessor shall, within ten (10) days after written notice from Lessee, a Sublessee or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Lessor (a) recognizes a particular entity as a Lender under this Lease and (b) will accord to such entity all the rights and privileges of a Lender hereunder.

SECTION 11 - TERMINATION; QUITCLAIM; RESTORATION

11.1. **Lessee's Right To Terminate.** Subject to Sections 9.3 and 10.7, Lessee shall have the right, at any time and from time to time during the term of this Lease, to surrender or terminate all or any portion of its right, title and interest in this Lease or the Easements (as to all or any portion or portions of the Property), by giving Lessor thirty (30) days notice and by executing and causing to be acknowledged and recorded in the Official Records of the County, a quitclaim deed describing with particularity the portion of such right, title or interest so quitclaimed and the part of the Property to which it applies. Upon any such quitclaim by Lessee, the Parties' respective rights and obligations hereunder (including as to the Rent) shall cease as to the portion of the Property or the right, title or interest herein as to which such quitclaim applies, but the Lease, the Easements and the Parties' respective rights and obligations hereunder shall remain in full force and effect as to any right, title and interest of Lessee not so quitclaimed.

11.2. **Quitclaim Deed.** Upon the expiration or earlier termination of this Lease, promptly following written request by Lessor, Lessee shall execute and cause to be acknowledged and recorded in the Official Records of the County, a quitclaim deed of all of Lessee's right, title and interest in the Property subject to the Easements. Upon expiration or earlier termination of the Easements, promptly following written request by Lessor, Lessee shall execute and cause to be acknowledged and recorded in the Official Records of the County, a quitclaim deed of all of Lessee's right, title and interest in the Easements.

11.3. **Restoration.** Within twelve (12) months after the expiration, surrender or termination of this Lease, whether as to the entire Property or only as to a part thereof, Lessee shall (a) remove from the Property (or such part thereof, as applicable) any Wind Power Facilities owned, installed or constructed by Lessee or any Sublessee thereon, except for any roads, (b) plug and abandon any water wells drilled by Lessee on the Property and (c) leave the surface of the Property (or such part thereof, as applicable) free from debris; provided however, that with regard to any Wind Power Facilities located beneath the surface of the land (including footings and foundations), Lessee shall only be required to remove the same to the greater of (i) thirty-six (36) inches below the surface of the land or (ii) the depth (if any) required by applicable Law; and Lessee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. Nothing contained in this Section shall be construed as precluding Lessee or any Sublessee, in its sole discretion, from taking any of the actions contemplated by clauses (a), (b) or (c) of this Section at any time during the term of this Lease.

11.4 **Restoration Fund.** Beginning twenty (20) years after the Operation Date, Lessee shall post a bond, cash, a letter of credit, a corporate guarantee, or equivalent security, in Lessee's sole discretion, (the "**Restoration Fund**") in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each Generating Unit installed on the Property, which Restoration Fund shall cover Lessee's obligation under Section 11.3 hereof. The Restoration Fund may, at Lessee's discretion, (a) be for an amount larger than that required under the first sentence of this Section 11.4; (b) include other lands on which Generating Units are located in the Project, so long as the Restoration Fund is in the amount of at least Twenty-Five Thousand Dollars (\$25,000.00) for each Generating Unit on all lands so included; and/or (c) be in favor of additional parties; provided however, that in such event, each covered party shall be entitled to make a claim against the Restoration Fund only up to the amount described in the first sentence of this Section 11.4, regardless of any claims made or not made against the Restoration Fund by any other covered party. Lessor shall be entitled to apply the proceeds of the Restoration Fund against (a) any sums due from Lessee hereunder that are outstanding at the time of expiration or termination of this Lease, or (b) remedy any damage to the Property that Lessee is obligated to remedy at the time of such expiration or termination pursuant to the terms of this Lease and in connection therewith shall be entitled to apply the salvage value of the Generating Units located on the Property for their removal.

11.5 **Permit Restoration Fund.** Lessee shall not be obligated to fund the Restoration Fund if the State of Kansas or any applicable County permit imposes a bonding or financial security arrangement as part of the condition of the permit with respect to the Project which covers decommissioning costs, in which case such Restoration Fund shall be deemed to be satisfied by the bond or financial security arrangement supplied pursuant to the such permit. Lessee shall comply with all decommissioning requirements that are contained in the permit that is ultimately issued for the Project.

SECTION 12 - CONDEMNATION AND DAMAGE

12.1. **Taking; Notice.** As used herein, the term "**Taking**" means the taking or damaging of the Property, the Wind Power Facilities, the Lease, the Easements or any part thereof (including severance damage) by eminent domain or by inverse condemnation or for any public or quasi-public use. A Party who receives any notice of a Taking shall promptly give the other Party notice of the receipt, contents and date of such Taking notice.

12.2. **Effect on Lease.** In the event of a Taking, the rights, interest and obligations of Lessee as to the property or assets taken shall terminate upon the earlier to occur of (a) the date on which possession thereof is taken by the condemning agency, (b) the date that Lessee, in its sole judgment, determines that it is no longer able or permitted to operate the Project(s) in a commercially viable manner on or as to the property or assets so taken or (c) the date of the condemnation judgment. In the event of any other damage to the Property or any part thereof, the rights, interest and obligations of Lessee as to the damaged portion(s) of the Property shall terminate on the date that Lessee, in its sole judgment, determines that it is no longer able or permitted to operate the Project on such portion of the Property in a commercially viable manner. Following such Taking or damage to the Property, this Lease shall continue in full force and effect (with an equitable reduction in the Rent) as to any part of the Property, the Wind Power Facilities, the Lease and the Easements that has not been the subject of such Taking or has not been damaged (as the case may be); provided, however, that if Lessee, in its sole judgment, determines that the remaining Property, Wind Power Facilities, Lease and Easements are insufficient or unsuitable for Lessee's purposes hereunder, then, subject to Sections 9.3 and 10.7, Lessee shall be entitled (but not required) to terminate this Lease in its entirety by written notice to Lessor,

whereupon the Parties shall be relieved of any further obligations and duties to each other hereunder.

12.3. **Disbursement.** If a Taking occurs, then the compensation payable therefor, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest (collectively, the "**Award**"), whether for the fee, the Lease, the Easements, the Wind Power Facilities or any thereof, shall be deposited promptly with an independent third-party escrow company mutually agreed upon by the Parties (or, if the Parties cannot so agree, by an escrow company selected by the AAA), and shall be distributed in the following order or priority: (a) any portion of the Award attributable to the Taking of or injury to the Lease, the Easements or the Wind Power Facilities shall be paid to Lessee; (b) any portion of the Award attributable to any cost or loss that Lessee and/or any Sublessee may sustain in the removal and/or relocation of the Wind Power Facilities, or Lessee's or any Sublessee's chattels and trade fixtures, shall be paid to Lessee; (c) any portion of the Award attributable to Lessee's or a Sublessee's anticipated or lost profits, to damages because of deterrent to Lessee's or a Sublessee's business or to any special damages of Lessee or a Sublessee, shall be paid to Lessee; and (d) any portion of the Award attributable to the Taking of the fee, and all remaining amounts of the Award, shall be paid to Lessor. The Parties agree that this Section 12.3 is in lieu of the procedure stated in KAS 26-5-17.

SECTION 13 - MISCELLANEOUS

13.1. **Notices.** All notices, statements, demands, correspondence or other communications required or permitted by this Lease shall be (a) in writing, (b) deemed given (i) when personally delivered to the recipient (be it Lessor, Lessee, a Sublessee or a Lender), (ii) five (5) days after deposit in the United States mail, certified and postage prepaid or (iii) two (2) days after delivery to a reputable overnight courier (provided receipt is obtained and charges prepaid by the delivering Party) and (c) addressed as follows:

If to Lessee:

Waverly Wind Farm LLC
c/o Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attention: General Counsel

If to Lessor:

Charles J. and Mary L. Dixon
36338 W. 287th Street
Paola, Kansas 66071-4425

If to any Sublessee or
Lender:

To the address indicated in the notice to Lessor
provided under Section 7.3

Lessor, Lessee, any Sublessee and any Lender may change its address (and the person to whom notice is to be sent) for purposes of this Section by giving written notice of such change to the other parties in the manner provided in this Section. Notwithstanding the foregoing, any amounts payable to Lessor under this Lease shall be deemed to have been tendered to Lessor three (3) days after a check for the same (backed by sufficient funds), addressed to Lessor's address above, is deposited in the United States mail, first-class postage prepaid.

13.2. **Force Majeure.** Notwithstanding any other provision of this Lease, if Lessee's performance of this Lease or of any obligation hereunder is interfered with, delayed, restricted or

prevented, in whole or in part, by reason of an event of Force Majeure (as defined below), then Lessee, upon giving notice to Lessor, shall be excused from such performance (but not from its obligation to pay Rent) to the extent and for the duration of such interference, delay, restriction or prevention, and the term of this Lease and any other time periods set forth herein shall continue and be extended for a like period of time. **"Force Majeure"** means any act or condition beyond the reasonable control of Lessee, whether or not similar to the matters or conditions herein specifically enumerated, and includes: acts of God or the elements (including fire, earthquake, explosion, flood, tornado, high wind, ice, epidemic or any other casualty or accident); strikes, lock outs or other labor disputes; delays in transportation; inability to secure labor or materials in the open market; inability to sell electricity at commercially reasonable prices in the open market; transmission system power failure or power surge; war, terrorism, sabotage, civil strife or other violence; acts or failures to act of Lessor; the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after an application for the same has been submitted; the effect of any Law, proclamation, action, demand or requirement of any government agency or utility; or litigation contesting all or any portion of the right, title and interest of Lessor in the Property and/or of Lessee under this Lease.

13.3. **Confidentiality.** Lessor shall maintain in the strictest confidence, and shall require each Related Person of Lessor to hold and maintain in the strictest confidence, for the benefit of Lessee and each Sublessee, (a) any books, records, computer printouts, product designs or other information regarding Lessee or any Sublessee, or their respective Projects or businesses, (b) any information regarding Operations on the Property or on any other lands, (c) Lessee's or any Sublessee's site or product design, methods of operation or methods of construction, (d) the level of power production, the wind capacity of the Property and the availability of the Wind Power Facilities and (e) any other information that is proprietary or that Lessee or a Sublessee requests be held confidential (collectively, **"Confidential Information"**), shall remain confidential between the Parties, provided (i) Lessee has the right to disclose this Lease in its entirety to its lenders, attorneys, accountants and other financial advisors, to prospective investors in, and purchasers and insurers of each Project, any Project participant landowner, to any governmental authority in connection with the issuance or enforcement of any permit, entitlement, approval or authorization pertaining to a Project, or where required by law or pursuant to lawful process, subpoena or court order and (ii) Lessor has the right to disclose this Lease in its entirety to Lessor's lenders, attorneys, accountants and other personal financial advisors, any prospective purchaser of the Property, any Project participant landowner, or where required by law or pursuant to lawful process, subpoena or court order; provided that in making such disclosure Lessor advises the party receiving such information of the confidentiality thereof and obtains the agreement of said party not to disclose such information. Excluded from the foregoing is any such information that either (a) is in the public domain by reason of prior publication through no act or omission of Lessor or any Related Person of Lessor or (b) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use Confidential Information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee or any Sublessee.

13.4. **Cooperation.** Lessor shall fully support and cooperate (and shall cause each Related Person of Lessor to fully support and cooperate) with Lessee and each Sublessee in the conduct of their respective Operations and the exercise of their rights hereunder, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Agreement, including in Lessee's or any Sublessee's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Operations including, without limitation, (a) improving of public roads as may be deemed necessary by Lessee to support its construction and

operations traffic; (b) the widening of public roads (i) to a width of up to two rods with a fifteen (15) foot construction easement to windrow or stockpile the topsoil when extending the ditches of the roads, the width of which will vary depending on the topography, the width of the shoulder, buildings or other improvements, boulders, wetlands, roads, transmission facilities or lines, recreational areas, inhabited areas, leased lands (or other rights of third parties) or other obstacles or impediments; or (ii) as required by the applicable governmental authority; and/or (c) the installation of utilities, private or public, in the road right of way (collectively, "**Road Improvements**"). Lessor hereby consents to any such Road Improvement, and Lessor shall, without demanding additional consideration therefore, (a) execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument (including any document or instrument intended to correct an error in this Lease or to amend the legal description attached hereto) that is reasonably requested by Lessee or any Sublessee in connection herewith or therewith; (b) execute a consent agreement and/or easement agreement regarding the Road Improvement and any governmental authority's efforts in the Road Improvement; and (c) return the same (as executed) to Lessee within ten days after Lessor's receipt thereof. Without limiting the generality of the foregoing, in connection with any application by Lessee or any Sublessee for a governmental permit, approval, authorization, entitlement or other consent, Lessor agrees (a) if requested by Lessee or a Sublessee, to support (and cause each Related Person of Lessor to support) such application by filing a letter with the appropriate governmental authority in a form satisfactory to Lessee or such Sublessee and by testifying publicly and lobbying the appropriate governmental authority in favor thereof and acknowledge that Lessor is familiar with the Project; (b) to support (and cause each Related Person of Lessor to support) Lessee's or any Sublessee's position in regard to any requirement or condition of such permit, approval, authorization, entitlement or consent, including, in regard to bonding or security requirements or amount, mitigation, environmental impacts or monitoring; and (c) not to oppose (or permit any Related Person of Lessor to oppose), in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, legislative or other level.

13.5. **Setback Waivers.** To the extent that (a) Lessor now or in the future owns or leases any land adjacent to the Property or (b) Lessee, any Sublessee or any affiliate of any thereof owns, leases or holds an easement over land adjacent to the Property and has installed or constructed or desires to install or construct Wind Power Facilities on said land at and/or near the common boundary between the Property and said land, Lessor hereby waives any and all setbacks and setback requirements, whether imposed by applicable Law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Lessee, such Sublessee or such affiliate. Further, if so requested by Lessee or any such Sublessee or affiliate, Lessor shall, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Lessee, a Sublessee or the County in connection therewith and (ii) return the same thereto within ten (10) days after such request.

13.6. **Successors and Assigns.** The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Projects Property. To the extent any of the provisions of this Lease are not

enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

13.7. **Attorneys Fees**. In the event of any litigation for the interpretation or enforcement hereof, or for damages for a default hereunder, or which in any other manner relates to this Lease, the Easements or the Property, the prevailing Party shall, be entitled to recover from the other Party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys' fees incurred in connection therewith.

13.8. **Construction of Lease**. This Lease, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby. Should any provision of this Lease be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding. Except with respect to the rights conferred upon Sublessees and Lenders hereunder (which Sublessees and Lenders and their respective successors and assigns are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of Lessor and Lessee and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Lease. Any covenants contained in this Lease which could be interpreted as partially or wholly to be performed after termination hereof, and any indemnities, representations and warranties set forth in this Lease, shall survive the expiration or earlier termination hereof. Neither this Lease nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landlord and tenant. No waiver by a Party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof. This Lease shall be governed by and interpreted in accordance with the Laws of the State. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and shall not define, limit or otherwise affect the scope, meaning or intent hereof. As used in this Lease with respect to time of notice or performance, the term "day" shall refer to business days in the County. This Lease may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

13.9. **Miscellaneous**. This Lease shall not and cannot be modified or amended except by a writing signed by both Parties. Concurrently with execution hereof, the Parties shall execute and deliver a Memorandum of this Lease in the form attached hereto as Exhibit C and made a part hereof, which Lessee shall then record in the Official Records of the County. Whenever in this Lease the approval or consent of a Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld, conditioned or delayed. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Lease, then, except as otherwise provided in Section 3.9, all legal proceedings shall be held in Kansas courts, State or Federal, which would have jurisdiction over the matter in dispute or the amount in controversy. If Lessor consists of more than one person or entity, then (a) each reference herein to "Lessor" shall include each person and entity signing this Lease as or on behalf of Lessor and (b) the liability of each such person and entity shall be joint and several. In the event that this Lease is not executed by one or more of the persons or entities comprising the Lessor herein, or by one or more persons or entities holding an interest in the Property, then this Lease shall nonetheless be effective, and shall bind all those persons and entities who have signed this Lease. Lessor

acknowledges that Lessee has made no representations or warranties to Lessor, including regarding development of, or the likelihood of power generation from, the Property. Each of the signatories hereto represents and warrants that he/she has the authority to execute this Lease on behalf of the Party for which he/she is signing. Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Lease, including in the case of Lessor, such additional documents as may be reasonably required by any Lender, Transferee and Sublessee.

13.10 **Favored Nation Clause**. If Lessee should, within a period of six (6) months after the Effective Date of this Lease, acquire a ground lease agreement from a third party landowner covering any part of the Wind Project Property which said third party agreement contains a higher percentage than that contained in Section 3.2.2, then Lessee agrees to adjust the percentage schedule contained in Section 3.2.2 of this Lease to match the schedule of the third party lease.

13.11 **Generating Unit Placement**. To the extent Lessor employs a pivot irrigation system on the Property prior to "Commencement of Construction" (hereafter defined) and has disclosed the employment and location of such system to Lessee prior to Lessee's construction activities, Lessee agrees that it shall not plan or place any Generating Units in the path of such pivot irrigation system without further consent by Lessor (without limitation, however, of any of Lessee's rights otherwise hereunder, including but not limited to the right to plan and place such Generating Units in the corners of the Property or otherwise outside of the radius of the pivot irrigation system.) If Lessor grants such consent to Lessee, Lessee shall not be responsible for any damages to such pivot irrigation system arising from construction of any Generating Unit in the path or vicinity of the pivot irrigation system. "***Commencement of Construction***" means the commencement, on an unlimited basis, of construction of the Wind Power Facilities on the Property and shall not include preliminary inspections, tests or surveys needed to evaluate the feasibility of installing Generating Units on the Property.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSOR: Charles J. Dixon
Charles J. Dixon

Mary L. Dixon
Mary L. Dixon

LESSEE: Waverly Wind Farm LLC,
a Delaware limited liability company

By: [Signature]

Name: Rorik F. Peterson

Title: Development Project Manager

EXHIBIT A

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF COFFEY, STATE OF KANSAS:

Southwest Quarter (SW1/4) of Section 21, Township 19 South, Range 16 East, Coffey, County, Kansas

PIN: 016-025-21-0-00-00-002.00

EXHIBIT A-1

Map of the Property

SEE ATTACHED

S8-T19S-R16E
 RUTLEDGE
 COLE, CLYDE W.
 MONDAY

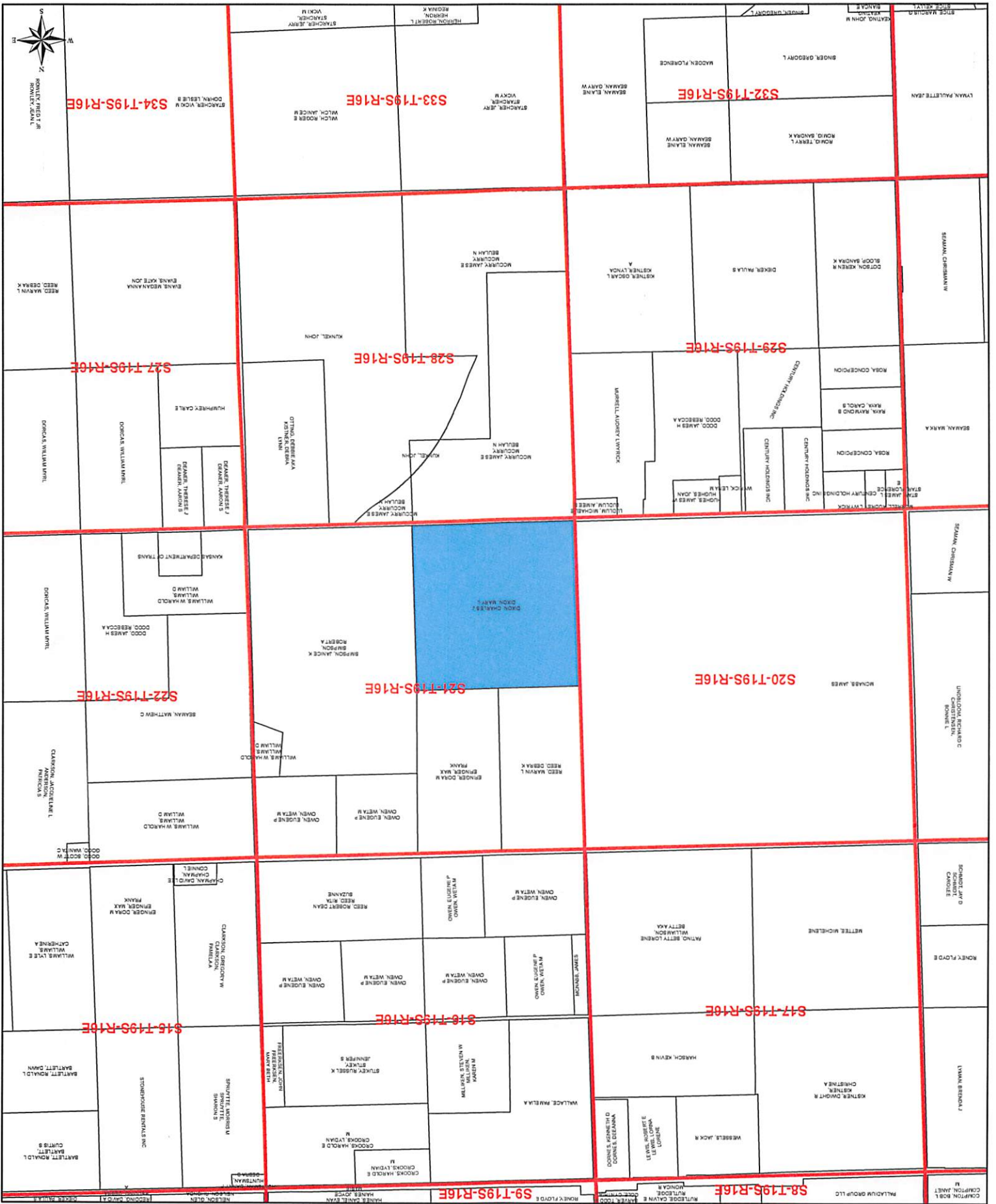


EXHIBIT B

Site Map

TO BE ATTACHED AND APPROVED BY LESSOR PRIOR TO COMMENCEMENT OF
CONSTRUCTION

Dixon, Charles & Mary Waverly Master Lease 050610 FINAL 012012

4 Old