

WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS

THIS WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS (this "Lease") is made to be effective this ____ day of _____ 2009 ("Effective Date"), between Horizon Wind Energy LLC, a Delaware limited liability company (together with its successors and assigns, "Wind Company") and _____, (together with his/her/their successors and assigns, collectively and individually, as the case may be, "Landowner"). Landowner and Wind Company are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

A. Wind Company desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators and other related equipment and facilities, including, without limitation, power lines and roadways for the production, collection and transmission of electrical energy, all of the foregoing to be located in, on, over, across and under the Property (as defined below) and in, on, over, across and under other real property in the vicinity of the Property in which Wind Company has acquired certain rights or in which Wind Company contemplates acquiring certain rights (together with the Property, the "Wind Project Property").

B. Wind Company and its respective successors, assigns and any subsequent purchaser of interest in Wind Company 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").]

C. Landowner is the owner of that certain property described on Exhibit "A" attached hereto and made a part hereof (and as generally depicted on the map attached hereto as Exhibit "A-1") for all purposes (the "Property"), which Property Wind Company wishes to lease and obtain certain easements as a part of the Wind Project Property, and Landowner wishes to lease same to Wind Company and to grant the easements set forth hereinbelow, all subject to the further terms and conditions hereof. The Parties agree that for purposes of this Lease, the Property consist of _____ () acres of land.

D. Landowner and Wind Company desire to enter into this Lease.

ARTICLE I

Grant of Rights

Section 1.1 Lease. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner, the Property, including all air space thereof, which said Property is located in the County of Randolph (the "County") for the following purposes (collectively, "Operations"), in

the State of Indiana (the "State") for the benefit of one or more Projects (as defined below) upon all of the terms and conditions hereinafter set forth herein:

(a) Determining the feasibility of wind energy conversion on the Property or on other Wind Project Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

(b) Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

(c) Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) wind machines, wind turbine generators, wind energy conversion systems and wind power generating facilities (including associated towers, foundations 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"); (ii) transmission facilities, including and underground transmission, distribution and collector lines, wires and cables, splice and junction boxes, switch panels, conduits, footings, foundations, towers, poles, crossarms, guy lines and anchors, [substations, interconnection and/or switching facilities, circuit breakers and transformers], and energy storage facilities; (iii) overhead and underground control, communications and radio relay systems and telecommunications equipment, including microwave towers, dishes, and control, fiber, wires, cables, conduit and poles; (iv) meteorological towers, guy wires, braces and wind measurement equipment; (v) roads and erosion control facilities; (vi) signs; (vii) fences and other safety and protection facilities; and (viii) other improvements, facilities, appliances, machinery and equipment associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities") and which are necessary or required in Wind Company's discretion for the purposes described in Sections 1.1(a) and 1.1 (b).

(d) 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 Wind Company or anyone else may construct from time to time (collectively, "Access Rights");

(e) Conducting site tours to demonstrate the environmental and other benefits of electrical generation from wind power; and

(f) Undertaking any other activities that Wind Company or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient with, incidental to or to accomplish any of the foregoing permitted purposes or for the benefit of one or more Projects, including conducting surveys, tests and studies, including but not limited to environmental, biological, cultural, geotechnical drilling and studies and other uses permitted under this Lease as set forth elsewhere herein. Without limiting the generality of the foregoing, the Parties recognize that (a) power generation technologies

are improving at a rapid rate and that Wind Company 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 Wind Company, a Sublessee or one or more third parties authorized by Wind Company or a Sublessee. 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 Wind Company, a Sublessee or an affiliate of either thereof, as an integrated energy generating and delivery system.

Section 1.2 Easements. In addition, Landowner hereby grants to Wind Company the following easements for the benefit of one or more Projects and the Wind Project Property (collectively, the "Easements" and individually an "Easement"):

(a) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property;

(b) An exclusive easement to permit the rotors of Generating Units located on adjacent properties in the Project to overhang the Property and to encroach into any county, state or other governmental setback;

(c) A non-exclusive easement for the Access Rights ("Access Easement");

(d) A non-exclusive easement for audio, visual, view, reflective light, shadow flicker, noise, shadow and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property and any other property owned by Landowner adjacent to or in the vicinity of the Property;

(e) An exclusive easement 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"), together with the right to temporary earthmoving as necessary to build suitable access routes for the Crane Travel Path Easement;

(f) A seventy-five (75) foot wide non-exclusive easement (the "Distribution Easement") and right to install, maintain, repair and operate on the Property underground at least forty (40) inches below the surface (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to and from the Wind Project Property, communication lines which carry communications to and from the Wind Project Property, and other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing; and

(g) A non-exclusive "Construction Easement" for purposes of constructing, maintaining, repairing, replacing, and removing all or any part or element of the Wind Power Facilities whether located on or off the Property. The portion of the Property subject to the burden of this easement is referred to as the "Construction Easement Property" and is identified and located as shown on Exhibit "B". The exact size and

configuration of the Construction Easement will vary with location and function as reasonably determined by engineering and construction personnel, but is generally expected to comprise an area of approximately five (5) acres at each turbine site, one and one-half (1 1/2) acres at each meteorological tower site, an area of approximately two hundred (200) feet of additional width on each side of all of the access roads measured from the center line of such access roads, an area approximately fifty (50) feet in width (i) on either side of all buried cable and (ii) on either side of all of the aboveground lines and an area of approximately two hundred fifty (250) feet of additional width on each side of the Crane Path Travel Easement. Wind Company may exercise its right to use all or any part of the Construction Easement Property as and when Wind Company deems it necessary or advisable to do so to perform the activities for which this Construction Easement is granted. Wind Company shall have the right to use the Property during the life of the Wind Power Facilities for major repairs requiring a crane and laydown areas and will first notify Landowner of its plans (except in case of emergency) prior to such use. This Construction Easement also shall permit vehicular and pedestrian access in connection with installation or removal of the nacelle or rotor on any Generating Unit to go onto the Property up to 650 feet in any direction from the base of the Generating Unit to hold tag lines securing the nacelle and rotor while they are being lifted into place. When using the Construction Easement, Wind Company will implement suitable wind erosion control on disturbed ground caused by construction or Wind Company's other activities. After each use of the Construction Easement, Wind Company to the extent reasonably possible shall restore the Construction Easement Property to the condition it was in before Wind Company's use.

Section 1.3 Term. Notwithstanding anything contained herein to the contrary, the Easements shall be co-terminous with Term of this Lease ("Easement Term"). Upon the expiration or earlier termination of this Lease, Wind Company shall have the option to extend ("Easement Extension Option") the Easement Term 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, unless earlier terminated in writing by Wind Company ("Extended Easement Term"). As consideration for the Extended Easement Term, Wind Company shall pay to Landowner annually on or before January 5th of each calendar year of the Extended Easement Term an amount equal to the fair market value of the land used for the Easements determined as set forth below ("Easement Extension Payment"). The market value of the land shall be determined by a Member Appraisal Institute ("MAI") designated appraiser. If the Parties cannot agree on the MAI appraiser, then each Party shall select an MAI appraiser and the two appraisers thus selected shall select a third MAI designated appraiser with the average of the three appraisals thus obtained to be the consideration paid for such Extended Easement Term. In such case, each Party shall pay the fees of its appraiser and the Parties shall share equally the fees of the third appraiser. Wind Company may exercise the Easement Extension Option for the Extended Easement Term, by giving Landowner written notice of such extension ("Easement Extension Option Notice"). Wind Company shall give the Easement Extension Option Notice at any time prior to the expiration of the Easement Term, and the Extended Easement Term shall commence upon the date specified in such Easement Extension Option Notice (which date shall in any event not be later than the expiration of the Easement Term). The terms and conditions set forth in this Lease for the Easements shall continue and remain in effect during the Extended Easement Term. Wind Company shall have the right to terminate the Easements at any time

without further liability to Landowner. Notwithstanding the foregoing, in no event shall any of the Easements continue longer than the longest period permitted by Law.

Section 1.4 Landowner Easements. To the extent that Landowner holds any access, utility, transmission or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Landowner Easements") that are or could be used for the benefit of the Project, then the same are hereby included in this Lease, and Wind Company shall be entitled to make use thereof to, but only to the extent Landowner has the right to grant such rights to Wind Company.

Section 1.5 Setback Waivers. To the extent that (a) Landowner now or in the future owns or leases any land adjacent to the Property or (b) Wind Company, 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, Landowner hereby waives any and all setbacks and setback requirements, whether imposed by Law (hereinafter defined) 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 Wind Company, such Sublessee or such affiliate. Further, if so requested by Wind Company or any Sublessee or affiliate, Landowner shall promptly execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Wind Company, a Sublessee or the County in connection therewith and return the same thereto within ten (10) days after such request.

Section 1.6 Easements to Run with the Land. With respect to each Easement granted hereunder, (a) to the extent permitted by Law, such Easement shall be appurtenant to the applicable leasehold estate; (b) such Easement shall run with the Property for the benefit of the Wind Project Property and Subsequent Wind Project Property; (c) no act or failure to act on the part of Wind Company 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 release of such holder's rights under the Easement; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof; and (e) no use of or improvement to the Property 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. To the extent any of the provisions of this Lease relating to the Easements are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that the Easements shall be as assignable and alienable easements in gross.

Section 1.7 Site Plan. On or before expiration of the Development Term (hereinafter defined), Wind Company shall deliver to Landowner a site plan (the "Site Plan") which shall be attached hereto as Exhibit B, setting forth the proposed locations of the Wind Power Facilities and the Easements. Landowner shall have the right to approve the Site Plan, which such approval shall not be unreasonably withheld, delayed or conditioned. In the event that Wind Company desires to modify any of the proposed locations shown on the Site Plan, Wind Company shall obtain the consent of Landowner (not to be unreasonably withheld, conditioned or delayed) 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. Notwithstanding the foregoing restrictions on Wind Company's right to alter the Site Plan, Landowner understands and acknowledges that physical conditions relating to the Property and other

matters that may be outside of Wind Company's knowledge at the time of the design of the Site Plan may require the relocation of various easements, and Landowner agrees to act reasonably with respect to any changes to the Site Plan requested by Wind Company. Within one hundred eighty (180) days following completion of construction of the Wind Power Project, Wind Company shall cause an as-built survey of the Project to be prepared and delivered to Landowner, which survey shall replace the Site Plan for all purposes. Notwithstanding anything to the contrary contained herein, Landowner shall have the right, in its reasonable discretion, to approve the location of any and all roadways to be constructed by Wind Company on the Property hereunder.

Section 1.8 Wind Project Property. Landowner understands and acknowledges that the Wind Project Property may be undetermined as of the Effective Date. The Parties agree that the Wind Project Property includes all property in which Wind Company has acquired rights in connection with the Project as of the Effective Date and any property in which Wind Company acquires rights in the future for the Project (including any future phases of the Project). If multiple or subsequent Projects or phases of the Projects are constructed adjacent to the Wind Project Property, the Easements shall also be for the benefit of the property within such Projects or phases.

Section 1.9 Substation/OM Building/Laydown Yard/Overhead Transmission Line. Provisions governing a substation/switchyard facility, operation and maintenance facility, laydown yard and overhead transmission lines will be negotiated in a separate lease or purchase agreement.

Section 1.10 Landowner Reservation of Rights. Subject to Sections 5.2, 5.3, 6.1 and 6.4 and the other rights of Wind Company under this Lease, Landowner hereby reserves the right (i) to use the Property for any purpose (including for agriculture, ranching, oil, gas and other mineral exploration and development, and geophysical and archeological exploration) outside of (a) the setback area of the Generating Units consisting of approximately a 500 foot diameter circle around each Generating Unit which shall be exclusive to Wind Company and Landowner shall have no right to use the land within the 500 foot diameter circle around each Generating Unit for any purposes except for the growing crops, grazing of livestock and pedestrian activities, (b) the Crane Travel Path Easement and Landowner shall have the right to use any portion of the Crane Travel Path Easement lying outside of the Access Easement for growing crops, grazing of livestock and pedestrian activities, (c) the Access Easement and (d) the Distribution Easement, which said areas will be shown on Exhibit B and (ii) 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 Landowner from such use, leasing or easement granting shall belong entirely to Landowner); provided, however, that (a) such uses, leases and easements or any other interest or rights, including but not limited to options given to a third party 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 Wind Company in this Lease), (b) such uses, leases and easements shall be for purposes and activities that are not and will not be inconsistent with any of Wind Company's or any Sublessee's Projects or Operations, or Wind Company's enjoyment of the rights granted to it under this Lease including but not limited to options given to a third party and (c) 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 Wind Company 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 Wind Company's use (for the purposes permitted in this Lease) shall have first priority.

Section 1.11 Exclusivity. Wind Company 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 Landowner shall be construed as requiring Wind Company 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 Wind Company's discretion. Landowner shall cooperate with Wind Company and each Sublessee in connection with its Operations, and, upon request by Wind Company, shall make available to Wind Company for inspection copies of all reports, agreements, surveys, plans and other records of Landowner that relate to the wind on or across the Property or to the feasibility of wind energy development on the Property. Notwithstanding anything contained herein to the contrary, Landowner may, with written notice to Wind Company, but without the consent of Wind Company, build and operate one wind turbine up to 25 kW for residential and/or farm electrical purposes only on the Property ("Landowner's Wind Turbine"), provided said Wind Turbine is located more than one thousand (1000) feet from any Generating Unit.

Section 1.12 Effects. Notwithstanding the grant of the easement contained in Section 1.2(d) hereinabove, Landowner understands and has been informed by Wind Company that by this Lease, Wind Company and each Sublessee has the right to cause on, over, across and under the Property or as an indirect or direct result of Wind Company's or a Sublessee's activities on the Property in connection with each Project and the Subsequent Wind Projects, such audio, visual, view, light, 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"). Landowner, 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 Wind Company or a Sublessee as a direct or indirect result of said Effects.

ARTICLE II

Term

Section 2.1 Development Term. This Lease shall be for an initial term (the "Initial Development Term") commencing on the Effective Date and ending on the sooner to occur of (a) five (5) years after the Effective Date. Company shall have the option ("Extended Development Term Option") to extend the Initial Development Term for a period of up to two (2) years (the "Extended Development Term"), upon the terms and conditions set forth herein subject to the terms of Section 3.2, below. Company shall give the Landowner notice of its intent to exercise the Extended Development Term Option at any time prior to the expiration of the Initial Development Term. The Initial Development Term and the Extended Development Term are sometimes referred to herein as the "Development Term." Notwithstanding anything to the contrary contained herein the Development Term shall terminate on the date on which the First Extended Term (as defined below) commences.

Section 2.2 Extended Terms. Wind Company shall have the right and option (the "Lease Extension Option") to extend the term of this Lease for one period of thirty (30) years, plus two additional periods of ten (10) years each (each, an "Extended Term"). The Development Term and Extended Term(s) are sometimes collectively referred to hereafter as the "Term".

(a) Wind Company may exercise the Extension Option, for each Extended Term, by giving Landowner written notice of such extension (each, an "Extension Option Notice"). For the first Extended Term (the "First Extended Term"), Wind Company shall give the Extension Option Notice at any time prior to the expiration of the Development Term 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). For the second Extended Term (the "Second Extended Term"), Wind Company 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.

(b) 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 specified commencement date, if Wind Company so requests, the Parties shall promptly execute and Wind Company shall be entitled to record a memorandum evidencing such extension, which memorandum shall be reasonably satisfactory in form and substance to Wind Company.

ARTICLE III

Rent

Section 3.1 Rent During the Development Term. Within thirty (30) days after the Effective Date, Wind Company shall make a one-time payment for the entire Initial Development Term to the Landowner in an amount equal to the greater of Forty Dollars (\$40.00) per acre of the Property, or (ii) One Thousand Dollars (\$1,000.00) ("Initial Development Term Rent"). If Wind Company exercises the Extended Development Term Option, Wind Company shall pay to Landowner within thirty (30) days of the commencement of the Extended Development Term a one-time payment for the entire Extended Development Term in an amount equal to the greater of Thirty Dollars (\$30.00) per acre of the Property or (ii) One Thousand Dollars (\$1,000.00) ("Extended Development Term Rent"). The Initial Development Term Rent and the Extended Development Term Rent are sometimes collectively referred to herein as the "Development Term Rent."

Section 3.2 Rent During the Extended Terms.

(a) Commencing the expiration of the Development Term and thereafter on or before the fifth day of each calendar year during the Term until the Operation Date (hereinafter defined), Wind Company shall pay to Landowner, as rent (the "Initial

Rent”), Fifteen Dollars (\$15.00) per acre of the Property subject to this Lease as of the Effective Date . “Operation Date” means the date that a power purchasing utility or other entity first receives power produced from all of the Generating Units located on the Property .

(b) Commencing on the Operation Date and on or before the fifth day of and for each Term Year (hereinafter defined) thereafter, Wind Company shall pay to Landowner, as operational rent (the “Operational Rent”) an amount equal to Two Thousand Five Hundred Dollars (\$2,500.00) per megawatt of nameplate capacity for each Generating Unit then installed on the Property, subject to the adjustment set forth in Sections 3.6 and 3.7 below. As used herein, the term “Term Year” means calendar year that occurs during the Term.

Section 3.3 Additional Payments. For each Extended Term Year, Wind Company shall pay to Landowner the following additional payments, subject to the terms and conditions set forth hereinbelow.

(a) Generating Unit Access Road Payment. Three cents (\$.03) per square foot or One Dollar (\$1.00) per lineal foot Generating Unit access road then located on the Property at the time of such payment (“Generating Unit Access Road Payment”).

(b) Collection System Payment. Twenty-Five Cents (\$.25) per lineal foot of one collection circuit (to wit, three phases, plus ground wire and communication fiber and possible junction boxes and/or splicing and any required accessories) then located on the Property at the time of such payment (“Collection System Payment”).

(c) Acreage Payment. Fifteen Dollars (\$15.00) per acre of the Property subject to the Lease as of the Effective Date (“Acreage Payment”).

(d) Occupied Residence Payment. One Thousand Dollars (\$1,000.00) in the aggregate for any occupied residences located on the Property at the time of such payment. To qualify for this payment, at least one of the residences must be occupied by the Landowner or the Landowner’s tenant no less than two consecutive weeks during the twelve month period preceding the date this Lease is signed. This payment will cease if all residences are demolished or remain unoccupied by the Landowner or the Landowner’s tenant for more than twenty-four continuous months (provided, however, that any qualifying residence that is demolished or destroyed will remain a qualifying residence so long as it is rebuilt within twenty-four months of such demolition or destruction). For the purpose of clarification, the foregoing \$1,000 payment shall not increase based on the number of occupied residences on the Property at the time of any Operational Rent Payment, it being understood that such payment is an aggregate payment that shall apply regardless of the number of occupied residences on the Property at the time of such payment, so long as at least one occupied residence is located on the Property at the time of such payment (“Occupied Residence Payment”).

(e) Meteorological Tower Payment. Two Thousand Dollars (\$2,000.00) for each meteorological tower then located on the Property at the time of such payment ("Meteorological Tower Payment").

(f) Minimum Rent Payment To the extent any Generating Unit is located on the Property, the total of the Operational Rent, Generating Unit Access Road Payment, Collection System Payment, Acreage Payment, and the Occupied Residence Payment Rent payable hereunder shall not in any event be less than \$3,750.00 per megawatt of nameplate capacity installed on the Property (the "Minimum Rent").

Section 3.4 Prorations. Any Initial Rent or other Rent payable for less than a full calendar year shall be prorated by Wind Company on the basis of a 365-day year.

Section 3.5 Audit. Landowner shall have the right to demand, from time to time (but not more often than once every eighteen (18) months), by written notice to Wind Company, an audit of the computations of Operational Rent made by Wind Company and to review any other document reasonably necessary to verify said amount or Operational Rent paid to Landowner (the "Computations"), which audit shall be performed by an independent certified public accountant (an "Accountant"). Wind Company shall select the Accountant, subject to the reasonable approval of Landowner. If the Parties cannot agree upon an Accountant within thirty (30) days after Wind Company's receipt of Landowner's demand for such an audit, then, at the request of either Party, such audit shall be performed by an Accountant appointed by the American Arbitration Association (the "AAA"). If such audit shows that Operational 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 Operational Rent has been overpaid, then the amount of the overpayment shall be promptly refunded in accordance with the determination made by such Accountant. Any determination made by an Accountant under this Section 3.4 shall be conclusive as between and binding upon the Parties. All of the costs associated with such audit (including AAA fees and costs) shall be paid by Landowner; provided, however, that if 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 Operational Rent Additional Rent that in the aggregate should have been paid to Landowner for the period of time which is the subject of such audit, then Wind Company shall reimburse Landowner for all its reasonable and verifiable out-of-pocket costs incurred in such audit. If such an audit is not demanded within eighteen (18) months following a particular Computation, then Landowner 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. Any Computations, materials, data and 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 10.4 hereof.

Section 3.6 CPI Adjustment. The Operational Rent, Generating Unit Access Road Payment, Occupied Residence Payment, Acreage Payment, Collection System Payment and the Meteorological Tower Payment are together referred to herein as the "Rent." Rent, to the extent payable hereunder, shall escalate annually at the greater of two percent (2%) or the

change in the Index (hereinafter defined) from the prior year. For the purposes hereof, the term "Index" means the Consumer Price Index-Midwest Region All Items or equivalent Consumer Price Index ("CPI") as compiled by the U.S. Bureau of Labor Statistics with January 2008 as the base year. Rent Payments, except for the Development Term Rent and the Initial Rent shall be made on a quarterly basis in arrears no later than forty-five days after the end of a calendar quarter.

Section 3.7 Production Increase Adjustment. If during the term of this Lease the Annual Net Capacity Factor of the Project of which the Wind Power Facilities are a part (hereinafter defined) increases by an amount equal to more than fifteen percent (15%) of the Original Net Capacity Factor (hereinafter defined), the Operational Rent set forth above (as adjusted by the CPI) shall increase by the same percentage increase for the period in which the increase in the Annual Net Capacity Factor of the Project occurs. As used herein, the term (i) "Original Net Capacity Factor" means the engineered net capacity number determined by Wind Company as installed at completion of construction of the Wind Power Project and (ii) "Annual Net Capacity Factor of the Project" means the number derived by (a) dividing the actual number of megawatt hours produced by all Generating Units then located within the Project during the previous calendar year (as indicated on the meter at the point of interconnection on the last day of the calendar year) by (b) the nameplate capacity of all Generating Units then located within the Project and (c) multiplying the foregoing number by 8,760. For any calendar year in which the Annual Net Capacity Factor of the Project does not exceed Fifteen Percent (15%) or more of the Original Net Capacity Factor, the Operational Rent shall remain \$2,500.00 per megawatt of installed nameplate capacity (subject to CPI Adjustments as set forth in Section 3.6) notwithstanding that in any previous year the Operational Rent increased due to the Annual Net Capacity Factor of the Project increasing by fifteen percent (15%) or more of the Original Net Capacity Factor. In no event shall the Operational Rent fall below \$2,500.00 per megawatt of installed nameplate capacity per year. Wind Company shall provide Landowner with the Original Net Capacity Factor within thirty (30) days after completion of construction of the Wind Power Project.

Section 3.8 Construction Impact Fee. The Parties acknowledge that during construction of the Wind Power Facilities on the Property there may be noise, loss of agricultural production and other impacts on the Property. In order to compensate Landowner for such construction impacts, at Commencement of Construction (hereinafter defined) Wind Company shall make a one-time payment equal to the Rent that would be payable for the Wind Power Facilities planned for such Property. For purposes of this section, the Wind Power Facilities planned for this Property shall be depicted in a site plan or plat furnished to Landowner not less than thirty (30) days prior to Commencement of Construction. "Commencement of Construction" shall mean the commencement, on an unlimited basis, of construction of the Wind Power Facilities on Landowner's Property and shall not include preliminary inspections, test or surveys needed to evaluate the feasibility of installing the Wind Power Facilities on Landowner's Property. If Wind Company Fails to commence construction within twenty-four (24) months following the commencement of the First Extended Term, Wind Company shall pay Landowner an annual amount equal to the Rent that would have been payable had the Wind Power Facilities

Planned for the property been constructed in accordance with this Lease. Said Rent shall continue until Commencement of Construction.

ARTICLE IV

Wind Company Covenants

Section 4.1 Road Construction and Maintenance. Wind Company shall maintain in good condition any roads it uses or constructs on the Property (the "Wind Company Roads"). Any Wind Company Roads constructed by Wind Company shall be at least sixteen (16) feet wide, and, 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. Landowner reserves the right to use and to grant others the right to use any Wind Company Roads; provided, however, that Wind Company shall be reimbursed for an equitable share of the road maintenance costs to the extent the Wind Company Roads are used for commercial purposes by anyone other than Landowner. Within four (4) weeks after the date Wind Company issues a certificate of final completion for the Project located on the Wind Project Property, Wind Company shall remove all temporary turning radii constructed upon the Property by Wind Company, and shall restore the turning radii area to grade and leave the surface free from debris. Provided however, such time period shall be extended as reasonably required by the Wind Company to complete such restoration, provided Wind Company is diligently pursuing the removal of the turning radii and restoration of the turning radii area on the Property.

Section 4.2 Taxes. Wind Company shall pay when due any property taxes levied or assessed by any governmental authority upon the Wind Power Facilities installed on the Property by Wind Company or a Sublessee and any increase in the underlying value or reclassification of the Property caused directly by the installation of the Wind Power Facilities on the Property by Wind Company or Sublessee. Except as expressly provided in the foregoing sentence, Wind Company shall not be responsible for paying any taxes attributable to (a) improvements or facilities installed by Landowner 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 Wind Company or Sublessee. In the event that any taxes payable by Wind Company hereunder are levied or assessed in the name of Landowner as part of the real property taxes payable by Landowner, then Wind Company shall promptly reimburse Landowner for Wind Company's proportionate share thereof, which share shall be mutually determined by the Parties in a fair and equitable manner; provided, however, that it is a condition to Landowner's right to reimbursement hereunder that Landowner submit the real property tax bill to Wind Company within six (6) months after Landowner receives the bill from the taxing authority. Wind Company shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Wind Company where appropriate or required), the legal validity or amount of any assessments or taxes the payment of which Wind Company is responsible for hereunder. Landowner shall cooperate with Wind Company in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Wind Company may deem advisable to file), and Wind Company shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation. If Landowner fails to pay its taxes when due, Wind Company may, at its option, pay the same (together with, at Wind Company's option, taxes on any land and improvements other than the Property that are part of

the same tax lot as all or any part of the Property as to which taxes have not been paid) and deduct the amount paid from the amount paid from the Rent due Landowner hereunder.

Section 4.3 Construction Liens. Wind Company 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 Wind Company's or an Sublessee's Operations of the Project(s); provided, however, that Wind Company 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 Landowner and/or Wind Company where appropriate or required). Landowner shall cooperate in every reasonable way in such contest, and Wind Company shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

Section 4.4 Maintenance and Repair. Subject to Sections 1.11, 5.4 and 9.1, at all times during the Term, Wind Company shall keep and maintain, or cause to be kept and maintained, the Wind Power Facilities erected on the Property by Wind Company in a good state of repair (except for reasonable wear and tear) at Wind Company's expense.

Section 4.5 Farm and Soil Stewardship. Wind Company agrees (i) that all topsoil removed for construction of the Wind Power Facilities shall remain on the Property (ii) subsoil that is not used for backfill will be removed from the Property and (iii) Wind Company shall restore the natural surface drainage of the Property following Completion of Construction. "**Completion of Construction**" shall mean when the Wind Power Facilities to be located on the Property have been installed in their entirety.

Section 4.6 Field Tile Damage. Wind Company shall be responsible for repair of field tile that are damaged as a result of the construction, access, maintenance or restoration activities associated with the Wind Power Facilities on the Property. Wind Company shall repair such damaged tile as soon as practicable using a qualified field tile repair contractor approved by Landowner in advance, at Wind Company's expense, as soon as practicable after receiving Landowner's approval. Wind Company shall provide Landowner at Landowner request, for each broken field tile on the Property: (i) the GPS location of each broken tile, and (ii) a photograph of each broken tile before and after the repair. In the event that Wind Company does not complete the repairs, Landowner may select a qualified field tile repair contractor to complete the repairs and Wind Company shall reimburse Landowner for the reasonable costs incurred by Landowner to complete such repairs. Following Completion of Construction, needed tile repairs that result from previous construction shall be completed by a contractor chosen from a list approved by the landowners in the Project, with reasonable costs being reimbursed by Wind Company.

Section 4.7 Crop Damages and Soil Compaction. Wind Company shall compensate Landowner for crops damaged and/or soil compaction within ninety (90) days for any crop damage or soil compaction caused by Wind Company during the Development Term and thereafter and for subsequent access, maintenance and restoration activities on the Property as follows:

- (a) Damage will equal Price x yield x Percentage of Damage x Acreage damaged, destroyed or compacted. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall have the area measured and extent of damage or compaction assessed by an impartial third party

chosen by mutual agreement of Landowner and Wind Company, such as a crop insurance adjuster or extension agent.

(b) Prices for damaged or destroyed crops will be based on the twelve (12) month average of spot futures of the Chicago Board of Trade prices for that crop plus any additional subsidy normally applicable to that crop under Landowner's or Landowner's tenant's Federal Crop Insurance policy and/or the 2002 Farm Bill or succeeding acts. Yield will be the average of the previous three (3) season's yields according to the Landowner's or Landowner's tenant's records for the land area that includes the damaged area. In areas determined to have significant compaction from Wind Company's use, compensation will be quadruple the value of crops lost or destroyed in the area compacted with no additional compaction damages payable in future years for that episode of compaction. Payment shall be made within thirty (30) days after determining the extent of any damage.

Section 4.8 CRP. The Parties acknowledge that some or all of the Property is enrolled in the conservation reserve program, or other federal farm program such as the conservation security program, the environmental quality incentive program, or the conservation reserve enhancement program. In the event any of the Property is disqualified from any of these federal programs due to the activities of Wind Company, its employees, agents, successors and assigns, the Wind Company shall be solely responsible for paying any and all federal farm program recapture payments, and interest and penalties associated with the disqualified property. Wind Company shall timely pay to the appropriate agency all recapture payments, penalties and interest, provided that such amount does not exceed Ten Thousand Dollars (\$10,000.00).

Section 4.9 Notice of Construction Activities. Wind Company shall use best efforts to give Landowner forty-eight (48) hours prior written or oral notice of commencement of construction activities on the Property, provided however failure to provide such notice shall not constitute a default hereunder.

Section 4.10 Noise. If noise levels emanating from the Generating Units exceed fifty (50) db(A) at the outer wall of any presently existing occupied residence on the Property, as measured by an independent professional applying commonly accepted measurement instruments and standards, Wind Company shall take the following measures to reduce such noise output (i) by installing landscaping, insulation, or other sound barriers at agreed locations on or off the Property or (ii) by installing insulation or sound deadening material in the offending Generating Unit(s).

Section 4.11 Utilities. Wind Company shall pay for all water, electrical services, telecommunication and other utility services used by Wind Company on the Property.

ARTICLE V

Landowner Covenants

Section 5.1 Representations and Warranties. Landowner, to Landowner's knowledge, hereby represents and warrants to Wind Company that, as of the Effective Date:

(a) Landowner is the sole fee owner of the Property, (b) each person or entity signing this Lease on behalf of Landowner is authorized to do so, (c) Landowner has the unrestricted right, power and authority to enter into and perform its obligations under this Lease and to grant the rights granted to Wind Company hereunder, (d) no other person (including any spouse) is required to execute this Lease in order for it to be fully enforceable as against all interests in the Property, and (e) Landowner is not the subject of any bankruptcy, insolvency or probate proceeding.

(b) 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 Landowner learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Landowner shall promptly deliver notice thereof to Wind Company.

(c) (a) this Lease and the Property are 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 Landowner 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 Landowner to Wind Company.

(d) Without limiting the generality of the foregoing, (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") have 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. Landowner has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

(e) 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 any of the Operations, the exercise of any of Wind Company's other rights under this Lease or the Easements, or the financing of any Project. Landowner and the Property are in full compliance with all such Encumbrances.

(f) 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 construction or Operations of the Projects(s) or the exercise of any of Wind Company'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.

Section 5.2 No Interference. Landowner covenants and agrees that neither Landowner's activities nor the exercise of any rights or interests heretofore or hereafter given or granted by Landowner's to any Related Person (as defined below) of Landowner, 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 Wind Company 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 Wind Company hereunder. Without limiting the generality of the foregoing, neither Landowner nor any Related Person of Landowner 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, except that Landowner may plant trees or construct buildings or other structures outside of the Easement areas so long as same do not exceed sixty-five 65 feet in height), the operation of Generating Unit rotors or the lateral or subjacent support for the Wind Power Facilities., (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 Wind Company'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.

Section 5.3 Hunting. Landowner and Wind Company 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 Wind Company and Landowner 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:

(a) Wind Company will use commercially reasonable efforts to keep Landowner informed of when construction will occur on the Property. During

construction activities on the Property, Landowner shall not hunt or permit any hunting on the Property. During any period of major maintenance of Wind Project Facilities located on the Property, Wind Company shall have the right to restrict Landowner's hunting activities to the extent same might interfere with such maintenance or expose any of Wind Company's personnel to danger.

(b) Landowner will give Wind Company 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. In the event 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 Wind Company is informed of the contemplated duration of the hunting activity at the time notice is given.

(c) In no event shall Wind Company or any Wind Company Related Person be permitted to hunt on the Property or to possess firearms on the Property.

Section 5.4 Ownership of Wind Power Facilities. Landowner shall have no ownership or other interest in any Wind Power Facilities installed on the Property, and Wind Company 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, Landowner hereby waives any statutory or common law lien that it might otherwise have in or to the Wind Power Facilities. If such waiver is not enforceable or permitted by Law, then Landowner 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.

Section 5.5 Quiet Enjoyment; Liens and Encumbrances. During the entire term of this Lease, Wind Company shall have peaceful and quiet enjoyment of the Property without hinderance or interruption by Landowner or any other person or entity, and Landowner shall protect and defend the right, title and interest of Wind Company hereunder from any other rights, interests, title and claims of or by any Related Person of Landowner or any other third person or entity. Without limiting the generality of the foregoing:

(a) Landowner shall not, without Wind Company'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 Wind Company's other rights under this Lease or the Easements, or the financing of any Project.

(b) On the Effective Date, the Property shall be free and clear of all monetary Encumbrances other than those expressly approved in writing by Wind Company and all grazing, agricultural and/or crop share tenancies or leases shall be subordinated to this Lease, and Landowner represents and warrants to Wind Company that it has delivered to Wind Company 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) Landowner, shall be subject to (i) this Lease and the Easements (and any amendments or supplements thereto, regardless whether or not then executed or recorded) and the rights of Wind Company and any Sublessee thereunder, (ii) any Sublease whether or not then in existence, (iii) any Lender's Lien (as defined below), whether or not then in existence and (iv) any and all documents executed or to be executed by Landowner, Wind Company in connection with this Lease, the Easements or the Property.

(c) If Wind Company desires to obtain a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably requested by Wind Company) from the holder of any Encumbrance, Landowner shall cooperate with Wind Company's efforts to obtain same.

(d) 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 Landowner or any Related Person of Landowner) provides for payment or performance of obligations by Landowner, then Landowner shall, prior to delinquency make such payment and perform such obligations. If Landowner fails to pay any of its obligations contained in any Encumbrance that has priority over this Lease when due, Wind Company may, at its option, pay the same and deduct the amount paid from the amount paid for the Rent due Landowner hereunder.

Section 5.6 Permitting. Wind Company or any Sublessee and at its own cost, may in its sole discretion apply for 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, Wind Company shall have the right to (a) meet with governmental agencies and with any other persons or entities with whom Landowner has contractual arrangements relating to, or which have jurisdiction over or an interest in, the Property or any portion thereof and (b) discuss with any such agencies, persons and entities the terms of this Lease, the terms of any contractual arrangements between Landowner and any such agency, person or entity, and any other matters relating to the Property, the Operations, the Wind Power Facilities or any Project.

Section 5.7 Special Financing and Lender Protection Provisions. Landowner agrees to comply with the *Special Financing and Lender Protection and Other Provisions Addendum* (the "Financing Addendum") attached hereto and made a part hereof for all purposes. Landowner shall separately sign the Financing Addendum as a condition of the effectiveness of this Lease.

Section 5.8 Mineral Rights. Notwithstanding any other provision contained in this Lease to the contrary, neither Landowner nor its successors or assigns shall be entitled to use, or authorize the use of, any portion of the surface of the Property for the purpose of exploring, drilling, or mining for or producing minerals, without the prior written consent of Wind Company, which consent may be withheld in Wind Company's sole business discretion, (i) within 500 feet of any Generating Units to be installed in the future or any substation facility or any interconnection substation facility, or (ii) within one hundred (100) feet of any transmission line to be installed in the future. Any pipeline shall be underground and buried at least six (6) feet or more when crossing a Project road and/or collection and distribution lines and/or between Generating Units and shall be operated so as to not interfere with the Wind Power Facilities, the Project and Operations (or any other portion of the Property that

would unreasonably interfere with the use by the Wind Company of the Property). To the best knowledge of Landowner, Landowner represents and warrants that, other than as set forth on Schedule 5.8 attached hereto and made a part hereof, (i) there are no unrecorded leases or other agreements regarding minerals in and under the Property granted by Landowner or any other person; and (ii) such minerals are subject to no existing pooling (whether consensual or forced), unitization, or other orders issued by any governmental entity. Landowner covenants and agrees that in the event Wind Company consents to exploring, drilling, or mining for or producing minerals, Landowner 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 5.8 and shall not otherwise interfere with the Wind Company's rights under this Lease.

ARTICLE VI

Mutual Covenants

Section 6.1 Insurance. Wind Company shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance protecting Landowner (the "Insured Party") against loss or liability caused by Wind Company'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) of combined single limit coverage per occurrence, accident or incident. Landowner shall be named as additional insured in such policy. Upon request by Landowner, Wind Company shall promptly deliver a certificate of such insurance to Landowner.

Section 6.2 Compliance With Law. Each Party shall, at its expense, comply (and cause each of its Related Persons to comply) in all material respects with each Law applicable to its 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 names of Landowner and/or Wind Company 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.

Section 6.3 Hazardous Materials. Neither Party nor its Related Persons shall violate any Environmental Law with respect to the Property. Each Party shall, at its sole cost and expense, promptly take legally authorized remedial action with regard to any soil, ground water or other contamination and damage caused by Hazardous Materials for which it or its Related Persons are responsible and for which remedial action is required pursuant to any Environmental Law. Each Party shall give the other Party written notice of any breach or suspected breach of the foregoing covenant, promptly upon learning of such breach, undertake such 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 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.

Section 6.4 Indemnification.

(a) 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 (including crops (as expressly set forth in Section 4.7 herein) livestock and improvements upon the Property to the extent same are in conformance with and are permitted under this Lease) to the extent caused by the Indemnifying Party or any Related Person thereof, (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 Related Person thereof, (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 Related Person thereof or (e) the violation of any Environmental Law by the Indemnifying Party or any Related Person thereof; 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. Notwithstanding the foregoing sentence, (i) neither Wind Company nor any Related Person thereof shall be liable to Landowner 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 the exercise of Wind Company's rights under this Lease, (ii) 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 Wind Company 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, and (d) in no event shall Wind Company 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. In no event shall Landowner or Wind Company or any of their respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for special, indirect, exemplary, punitive or consequential damages of any nature whatsoever connected with or resulting from the performance or non-performance of this Lease or any exhibit attached hereto, including without limitation damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability, contract, operation of law or otherwise.

(b) Wind Company, on behalf of itself and its Related Persons, shall indemnify, defend and hold harmless Landowner and its Related Persons from and against any Claims suffered or incurred by Landowner and its Related Persons arising from claims, demands or suits by neighboring or area landowners involving the construction or operation of the Wind Farm Facilities, provided however, that in no event shall Wind Company be responsible for defending, indemnifying or holding harmless Landowner or any of its Related Persons to the extent of any Claim caused by,

arising from or contributed to by the negligence or willful misconduct of Landowner or any of its Related Persons. Wind Company retains the right to negotiate and litigate all Claims under this Section 6.4(b) with legal counsel of Wind Company's choice and to act in the place and stead of Landowner or any of its Related Persons. Landowner and its Related Persons covenant and agree that it will execute any pleadings or other documents reasonably necessary to allow Wind Company to act in its place and stead with respect to such Claims. Landowner and its Related Persons shall, without demanding additional consideration therefore, promptly execute any documents which are reasonably necessary to Wind Company in its reasonable discretion, to prosecute or defend to completion such claim.

ARTICLE VII

Assignment, Subleasing and Mortgaging

Section 7.1 Wind Company's Right to Assign, Sublease and Encumber. Wind Company and each Sublessee shall have the absolute right at any time and from time to time, without obtaining Landowner'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 whether or not such obligation is related to any indebtedness (a "Lender's Lien"). As used herein, (i) the term "Sublessee" means any person or entity that receives a Transfer from Wind Company 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 Wind Company to a Sublessee and (iii) the term "Lender" means (i) any financial institution or other person or entity that from time to time provides secured financing for some or all of Wind Company'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 or (ii) any power purchase agreement offtaker who takes a Lender's Lien as security for the performance of obligations under the power purchase agreement. References to Wind Company in this Lease shall be deemed to include any person or entity that succeeds (whether by assignment or otherwise) to all of the then-Wind Company's then-existing right, title and interest under this Lease. Any member of a Wind Company or a Sublessee shall have the right from time to time without Landowner's consent to transfer any membership interest in Wind Company or a Sublessee to one or more persons or entities.

Section 7.2 Release From Liability. Upon a Sublease, Wind Company shall not be released from any of its obligations or liability to Landowner hereunder. Upon a Transfer of all of Wind Company's right, title or interest under this Lease or in an Easement, Wind Company 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 in writing Wind Company's obligations and liabilities with respect to the right, title and interest so transferred and such assignee has a net asset value of no less than Twenty Million Dollars (\$20,000,000). In addition, Horizon Wind Energy LLC as Wind Company shall be released in all cases from all of its obligations and liability under this Lease and/or such Easement (as the case may be) so long as the assignee is an affiliate and assumes in writing Wind Company's obligations and liability with respect to the right, title and interest so transferred. Upon a Transfer of all of Wind Company's right, title and interest in the Lease, Wind Company shall provide to Landowner the name and address of and a contact person for the assignee.

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

Section 7.4 Landowner Transfers. Landowner shall have the right to transfer Landowner'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 Landowner's rights and obligations under this Lease to the same Transferee as part of the same transaction. Landowner shall have no right to sever the wind rights from the Property. Further, Landowner shall have the right to transfer Landowner's interest in a portion of the Property to any person or entity; provided, however, that if Landowner transfers less than all of the Property to any party or entity (a "Partial Transferee") (i) Wind Company shall have the right to receive, review, comment on and/or approve any applications for any such subdivision and shall be entitled to receive notice from Landowner of any public proceeding relating thereto, (ii) any such subdivision shall not violate any zoning and/or subdivided land ordinances and regulations (including but not limited to any setback requirements) imposed upon any Project located thereon or on the Wind Project Property, (iii) each such Partial Transferee shall assume in a writing reasonably acceptable to Wind Company all of the Landowner's then-existing obligations under this Lease to the extent same relate to the portion of the Property being transferred (which writing may include a bifurcation of this Lease, with such changes as in Wind Company's reasonable opinion are necessary to accommodate the partial transfer and to reflect the state of obligations and rights with respect to same at the time of the partial transfer). In the event of such assumption, all references in this Lease (as same may be bifurcated) to "Landowner" shall be deemed to include a Partial Transferee. Landowner shall have the right to mortgage the Property without the consent of Wind Company, provided any such mortgage shall be subordinate to and subject to this Lease.

ARTICLE VIII

Default and Remedies

Section 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 (i) 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 (ii) 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.

Section 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. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

Section 8.3 Remedies. Except as qualified by Sections 4, 5, 6, 7,8 and 11 of the Financing Addendum and the other provisions of this Article 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; provided, however, at all times while there are Wind Power Facilities located on the Property, Landowner shall not (and hereby waives the right to) commence any action or proceeding in which termination, cancellation, rescission or reformation of this Lease is sought as a remedy, and Landowner shall be limited to seeking damages in the event of any failure by Wind Company to perform its obligations hereunder; further provided, however, that if Wind Company fails to pay to Landowner within the time specified by any court of last resort with jurisdiction any damages awarded Landowner by such court, then Landowner may, after giving a Notice of Default and subject to the Financing Addendum, terminate this Agreement. The Non-Defaulting Party may 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) prompt reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance.

ARTICLE IX

Termination; Release; Restoration

Section 9.1 Wind Company's Right To Terminate; Release. Subject to Sections 9 and 11 of the Financing Addendum, Wind Company 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 Landowner thirty (30) days notice and by executing and causing to be acknowledged and recorded in the Official Records of the County a release describing with particularity the portion of such right, title or interest so released and the part of the Property to which it applies. Upon any such release by Wind Company, 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 release applies, but this 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 Wind Company not so released. Upon the expiration or earlier termination of this Lease, promptly following written request by Landowner, Wind Company shall execute and cause to be acknowledged and recorded in the Official Records of the County a release of all of Wind Company's right, title and interest in the Property.

Section 9.2 Restoration. Within eighteen (18) months after the expiration, surrender or termination of this Lease, whether as to the entire Property or only as to a part thereof, Wind Company shall (a) remove from the Property (or such part thereof, as applicable) any Wind Power Facilities owned, installed or constructed by Wind Company thereon, except for any roads, and (b) 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), Wind Company shall be required to remove same to the greater of (i) forty-two (42) inches below the surface of the land or (ii) the depth (if any) required by applicable Law; and Wind Company 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 Wind Company, in its sole discretion, from taking any of the actions contemplated by clauses (a) or (b) of this Section at any time during the term of this Lease.

Section 9.3 Restoration Fund. Beginning fifteen (15) years after the Operation Date, Wind Company shall post a bond, cash, a letter of credit, bond, corporate guarantee from an investment grade company or equivalent security, in Wind Company's sole discretion (the "Restoration Fund") in an amount equal to the greater of: (i) Twenty-Five Thousand Dollars (\$25,000) for each Generating Unit installed on the Property, or (ii) the amount stated in the decommissioning report prepared at the request of Wind Company and accepted by Randolph County, which Restoration Fund shall cover Wind Company's obligation under Section 9.2 hereof. The Restoration Fund may, at Wind Company's discretion, (a) be for an amount larger than that required under the first sentence of this Section, (b) include other lands on which Generating Units are located in the Project, so long as the Restoration Fund is in the amount required under the first sentence of this Section 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, regardless of any claims made or not made against the Restoration Fund by any other covered party. Landowner shall be entitled to apply the proceeds of the Restoration Fund against (i) any sums due from Wind Company hereunder that are outstanding at the time of expiration or termination of this Lease or (ii) remedy any damage to the Property that Wind Company 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.

Section 9.4 Permit Restoration Fund. Wind Company shall not be obligated to fund the Restoration Fund if the State of Indiana ("State") 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, then such Restoration Fund shall be deemed to be satisfied by the bond or financial security arrangement supplied pursuant to the such permit. Wind Company shall

comply with all decommissioning requirements that are contained in the permit that is ultimately issued for the Project.

Section 9.5 Rent During Restoration. Notwithstanding anything to the contrary contained herein, from and after the expiration or termination of this Lease until the completion of Wind Company's restoration obligations under Section 9.2, Wind Company shall pay to Landowner rent in an amount equal to the Minimum Rent set forth in Section 3.3(b) herein ("Restoration Rent"). Restoration Rent payable hereunder shall be paid annually in arrears on the fifth day of each calendar year. Any Restoration Rent payable for less than a full calendar year and shall be prorated by Wind Company on the basis of a 365-day year.

ARTICLE X

Section 10.1 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, (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 Landowner: _____

If to Wind Company: Horizon Wind Energy LLC
808 Travis, Suite 700
Houston, Texas 77002
Attention: General Counsel

If to any Sublessee or Lender: To the address(es) indicated in the notice(s) to Landowner provided under Section 7.3 hereof.

Any Party may change its address (and the person(s) 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 Landowner under this Lease shall be deemed to have been tendered to Landowner three (3) days after a check for the same (backed by sufficient funds), addressed to Landowner's address above, is deposited in the United States mail, first-class postage prepaid.

Section 10.2 Force Majeure. Notwithstanding any other provision of this Lease, if Wind Company'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 Wind Company, upon giving notice to Landowner, 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 Wind Company, 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, high winds, 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; transmission system power failure or power surge; war, terrorism, sabotage, civil strife or other violence; acts or failures to act of Landowner; 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 Landowner in the Property and/or of Wind Company under this Lease.

Section 10.3 Condemnation. In the event of a Taking (hereinafter defined), the Party receiving notice of same shall promptly deliver to the other Party a copy of same, and the rights, interest and obligations of Wind Company 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 Wind Company, in its sole judgment, determines that it is no longer able or permitted to operate the Project in a commercially viable manner on or as to the property or assets so taken or (c) the date of the condemnation judgment. As used herein, the term "Taking" means the taking or damaging of the Property, the Wind Power Facilities, this 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. In the event of any other damage to the Property or any part thereof, the rights, interest and obligations of Wind Company as to the damaged portion(s) of the Property shall terminate on the date that Wind Company, 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, this 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 Wind Company, in its sole judgment, determines that the remaining Property, Wind Power Facilities, Lease and Easements are insufficient or unsuitable for Wind Company's purposes hereunder, then, subject to Sections 9 and 11 of the Financing Addendum, Wind Company shall be entitled (but not required) to terminate this Lease in its entirety by written notice to Landowner, whereupon the Parties shall be relieved of any further obligations and duties to each other hereunder. 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, this 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 this Lease, the Easements or the Wind Power Facilities shall be paid to Wind Company; (b) any portion of the Award attributable to any cost or loss that Wind Company may sustain in the removal and/or relocation of the Wind Power Facilities, or Wind Company's chattels and trade fixtures, shall be paid to Wind Company; (c) any portion of the Award attributable to Wind Company's anticipated or lost profits, to damages because of deterrent to Wind Company's business or to any special damages of Wind Company, shall be paid

to Wind Company; 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 Landowner.

Section 10.4 Confidentiality. Landowner shall maintain in the strictest confidence, and shall require each Related Person of Landowner to hold and maintain in the strictest confidence, (a) all information pertaining to the terms of (including the payments under) this Lease, (b) any books, records, computer printouts, product designs or other information regarding Wind Company or the Project, (c) any information regarding Operations on the Property or on any other lands, (d) Wind Company's site or product design, methods of operation or methods of construction, (e) the level of power production, the wind capacity of the Property and the availability of the Wind Power Facilities and (f) any other information that is proprietary or that Wind Company requests be held confidential (collectively, "Confidential Information"), in each such case whether disclosed by Wind Company or discovered by Landowner. Excluded from the foregoing is any such information that either (i) is in the public domain by reason of prior publication through no act or omission of Landowner or any Related Person of Landowner or (ii) was already known to Landowner at the time of disclosure and which Landowner is free to use or disclose without breach of any obligation to any person or entity. Landowner shall not use Confidential Information for its own benefit, publish or otherwise disclose it to others, nor permit its use by others for their benefit or to the detriment of Wind Company. Notwithstanding the foregoing, Landowner may disclose Confidential Information to (1) Landowner's lenders, attorneys, accountants and other personal financial advisors, (2) any prospective purchaser of the Property (3) any landowner within the Wind Project Property who has executed a Lease agreement with Wind Company, or (4) pursuant to lawful process, subpoena or court order; provided that in making such disclosure Landowner advises the party receiving the Confidential Information of the confidentiality thereof and obtains the agreement of said party not to disclose such Confidential Information. Wind Company shall provide to Landowner, upon Landowner's request, a list of all landowners within the Wind Project Property who have executed a Lease agreement with Wind Company with recorded Memorandum, which said list shall be confidential for all purposes..

Section 10.5 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 Wind Company 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.

Section 10.6 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.

Section 10.7 Construction of Lease. This Lease, including any Exhibits and the Financing Addendum 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 Landowner and Wind Company 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. Any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Lease and is hereby waived. 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 in which the Property is located. 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, which shall mean any day other than Saturdays, Sundays or days on which banks in the County are not open for business. 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.

Section 10.8 Miscellaneous. This Lease may not 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, and which Wind Company shall 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, all legal proceedings shall be held in Indiana courts, State or Federal, which would have jurisdiction over the matter in dispute or the amount in controversy. If Landowner consists of more than one person or entity, then (a) each reference herein to "Landowner" shall include each person and entity signing this Lease as or on behalf of Landowner and (b) the liability of each such person and entity shall be joint and several. If this Lease is not executed by one or more of the persons or entities comprising the Landowner 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. Landowner acknowledges that Wind Company has made no representations or warranties to Landowner, 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.

Section 10.9 Cooperation. Landowner shall fully support and cooperate (and shall cause each Related Person of Landowner to fully support and cooperate) with Wind Company 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 Wind Company'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, at Wind Company's sole cost and expense, including but not limited to (i) the widening and improving of public roads to a width (a) 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 (b) as required by the applicable governmental authority and/or (ii) the installation of utilities, private or public in the road right of way (the "Road Widening"); Landowner hereby consents to any such Road Widening and 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 Wind Company or any Sublessee in connection herewith or therewith, (b) execute a consent agreement and/or easement agreement regarding the Road Widening and any governmental authority's efforts in the Road Widening and (b) return the same (as executed) to Wind Company within ten (10) days after Landowner's receipt thereof. Without limiting the generality of the foregoing, in connection with any application by Wind Company or any Sublessee for a governmental permit, approval, authorization, entitlement or other consent, Landowner agrees (i) if requested by Wind Company or a Sublessee, to support (and cause each Related Person of Landowner to support) such application by filing a letter with the appropriate governmental authority in a form satisfactory to Wind Company or such Sublessee (ii) to support (and cause each Related Person of Landowner to support) Wind Company'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 (iii) not to oppose (or permit any Related Person of Landowner to oppose), in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, legislative or other level. Notwithstanding anything to the contrary contained herein, Landowner shall not be required to make any statements which it believes in good faith to be false or inaccurate in connection with Wind Company'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.

Section 10.10 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. Landowner acknowledges that such certificates, as well as the certificates contemplated by Section 10 of the Financing Addendum will likely be required of Landowner in connection with each transaction relating to a Project.

Section 10.11 Favored Nations Clause. If Wind Company executes additional leases with any landowner whose property lies within Wind Project Property boundaries ("Other Landowner's Lease"), and if the rent compensation structure of the Other Landowner's Lease would have been more favorable to Landowner had Landowner executed a lease agreement similar to the Other Landowner's Lease, the Landowner and Wind Company will amend this Lease so that it reflects rent compensation terms similar to the Other Landowner's Lease, and Wind Company will pay to Landowner the additional rent, if any, that Landowner would have been paid had Landowner signed a lease agreement similar to the Other Landowner's Lease. Wind Company agrees, upon written request from Landowner, to provide Landowner with an affidavit representing that the rent compensation terms paid under Other Landowner's Leases are not more favorable than those contained in this Lease.

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

"WIND COMPANY" Horizon Wind Energy, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

"LANDOWNER"

“EXHIBIT "A" –

Description of the Property

THE FOLLOWING REAL PROPERTY CONTAINS _____ ACRES OF LAND
LOCATED IN THE COUNTY OF RANDOLPH, STATE OF INDIANA:

EXHIBIT "A-1"

Map Generally Depicting the Property

EXHIBIT "B"

Site Map

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

SCHEDULE 5.8

Mineral Leases or Other Agreements Regarding Minerals

SPECIAL FINANCING AND LENDER PROTECTION AND OTHER PROVISIONS ADDENDUM

1. Division Into Separate Leases. Wind Company may use the Property for one or more Projects on the Property and designate such Projects in its sole discretion. If Wind Company elects to divide the Property into multiple Projects, Landowner shall, within twenty (20) days after written request from Wind Company, and without demanding any additional consideration, bifurcate this Lease by entering into and delivering to Wind Company two or more new leases (which shall supersede and replace this Lease) that provide Wind Company with separate Leasehold Estates (as defined below) in different portions of the Property, as designated by Wind Company. 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 Wind Company 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 Wind Company; (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 Wind Company may designate; (e) require payment to Landowner 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 Landowner. Further, notwithstanding any other provision of this Lease, in the event of any uncured default under any such new lease, such 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.

2. Separate Easements. Upon the request of Wind Company at any time and from time to time during the Term of this Lease, Landowner shall deliver to Wind Company without additional compensation, duly executed and in recordable form, (i) stand-alone easements of one or more of the Easements and (ii) a subeasement of any Landowner Easement requested by Wind Company or a Sublessee, to the extent Landowner has the right to grant same under said Landowner Easement.

3. 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 without further consent from Landowner: (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 the leasehold estate created by this Lease (the "Leasehold Estate") or any Sublease (including any lease created pursuant to Sections 8 and 11 of the Financing Addendum); (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 Wind Company 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 Wind Company or a Sublessee hereunder or under a Sublease (as applicable). 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, Landowner shall recognize the Lender or such other party (as the case may be) as Wind Company'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.

4. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Wind Company or a Sublessee, Landowner shall deliver a duplicate copy of the applicable Notice of Default to each Lender and Sublessee concurrently with delivery of such notice to Wind Company.

5. 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 Wind Company or a Sublessee after Wind Company'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: (i) thirty (30) days in the event of any monetary Event of Default; and (ii) 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 Wind Company or any Sublessee and perform the duties of Wind Company or such Sublessee hereunder or under the Sublease (as applicable) for purposes of curing such Event of Default. Landowner 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 Wind Company or such Sublessee hereunder or under the Sublease (as applicable). Landowner shall not terminate this Lease or any Sublease prior to expiration of the cure periods available to a Lender as set forth above. Further, (x) neither the bankruptcy nor the insolvency of Wind Company or any Sublessee shall be grounds for terminating this Lease as long as the Rent and all other amounts payable by Wind Company or such Sublessee hereunder or under the Sublease (as applicable) are paid by the Lender in accordance with the terms thereof and (y) Non-Curable Defaults shall be deemed waived by Landowner upon completion of foreclosure proceedings or other acquisition of the Leasehold Estate or such Sublease (as applicable).

6. Deemed Cure; Extension. If any Event of Default by Wind Company 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 Wind Power Facilities, (b) the Leasehold Estate and/or (c) the Sublease, then any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Landowner as set forth hereinabove, 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 Wind Company 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.

7. 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, If a Lender elects to (a) perform Wind Company's obligations under this Lease or a Sublessee's obligations under a Sublease, (b) continue Operations on the Property, (c) acquire any portion of Wind Company's of 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 herein, then such Lender shall not have any personal liability to Landowner in connection therewith, and Landowner'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.

8. New Lease to Lender. If this Lease or a Sublease (a) terminates because of Wind Company'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, Landowner 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 agreements, terms, provisions and limitations as this Lease or the applicable Sublease (except for any requirements that have been fulfilled by Wind Company or any Sublessee prior to such termination, foreclosure, rejection or disaffirmance [hereinafter referred to as a "Terminating Event"]), (ii) be for a term commencing on the date of such Terminating Event, and continuing for the remaining term of this Lease or such Sublease (as the case may be) before giving effect to such Terminating Event, (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 Terminating Event, (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 Landowner; and, until such time as such new lease or sublease is executed and delivered, the Lender may use 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 Wind Company or the Sublessee thereunder.

9. Lender's and Sublessees' Consent. Notwithstanding any provision of this Lease to the contrary, (a) Landowner 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 of a Sublessee, materially increase the obligations of a Sublessee, or impair or reduce the security for its Lender's Lien and (b) Landowner 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 and Sublessee, as applicable.

10. Further Amendments. At Wind Company's or any Sublessee's request, Landowner 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 Landowner under this Lease, or extend the term of this Lease beyond the term set forth in Article 2 of this Lease. Further, Landowner shall, within ten (10) days after written notice from Wind Company, a Sublessee or any existing or proposed Lender, execute and deliver thereto (i) a certificate to the effect that Landowner recognizes a particular entity as a Lender or Sublessee, as the case may be, under this Lease and will accord to such entity all the rights and privileges of a Lender or Sublessee hereunder and (ii) 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 Landowner'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 party requesting same. Landowner's failure to deliver any such certificate within such time shall be conclusive upon Landowner that this Lease is in full force and effect and has not been modified, the Rent has been paid through the date of such written notice, there are no uncured Events of Default by the Requesting Party hereunder and the other certifications so requested are in fact true and correct.

11. Sublessee Protection. Subject to any limitations provided in its Sublease, each Sublessee shall be entitled to exercise all of the rights and privileges of Wind Company hereunder, including but not limited to the right, but not the obligation, to pay any or all amounts due hereunder and to perform any other act or thing required of Wind Company hereunder. Sublessees shall collectively have the same period of time to cure said Event of Default as is given to Wind Company pursuant to this Lease, which period shall commence to run at the end of the cure period given to Wind Company in Section 8.1 of this Lease. If a Sublessee holds an interest in less than all of the Property, then any Event of Default by Wind Company shall be remedied or deemed remedied, as to such Sublessee's interest (and Landowner 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. 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 (a) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Wind Company 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 Landowner. Until such time as such new lease is executed and delivered, the Sublessee may continue to use the Property (or such portion thereof) and conduct Operations thereon as if the Lease were still in effect. If an Event of Default by Wind Company is not cured as set forth hereinabove or a new lease is not demanded or is not entered into and this Lease is terminated upon a default, by agreement, by operation of law or otherwise or is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, then so long as a Sublessee is not in default under its Sublease (beyond any period given such Sublessee thereunder to cure such default) and such Sublessee attorns to Landowner, Landowner shall, for the full term of this Lease or such shorter term to which said Sublessee may be entitled under such Sublease, recognize such Sublease as if it were an agreement between Landowner and said Sublessee and not disturb, diminish or interfere with said Sublessee's possession of the portion of the Property covered by such Sublease. Landowner and Wind Company 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 Landowner under this Lease, or extend the term of this Lease beyond the period of time stated elsewhere herein. Further, Landowner shall, within ten (10) days after written notice from Wind Company or any existing or proposed Sublessee, execute and deliver thereto a certificate to the effect that Landowner (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.

Landowner:

Wind Company
