

2013-00492  
FILED IN THE OFFICE OF  
THAYER COUNTY CLERK  
ON MAY 2, 2013 AT 2:47 PM  
IN MISC BOOK 21 PAGE(S) 396-412

*Marie E. Rauner*  
MARIE E. RAUNER, THAYER COUNTY CLERK

FEE \$106.00 PAID  
FILED \_\_\_\_\_ INDEXED \_\_\_\_\_  
RETURNED TO: SHIRLEY AKSAMIT

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Hudson Parcel ID 850014344 NW ¼ 24-3-2      160.109 ac

Hudson Parcel ID 850014328 SE ¼ 23-3-2      159.08 ac

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Please return to:

Gary Aksamit

~~5210 Edgewater Ct.~~

~~Parker TX 75094~~

402-980-8800

*Shirley Aksamit*

*Phone: 402-353-2011*

000996

EXHIBIT "C" TO OPTION AGREEMENT

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Gary Aksamit  
5210 Edgewater Ct.  
Parker TX, 75094

MEMORANDUM OF WIND LEASE OPTION AGREEMENT

THIS MEMORANDUM OF WIND LEASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of April 10<sup>th</sup>, 2013, by and between Corey Bill Hudson and Gina M. Hudson [an unmarried person][, husband and wife] [, a \_\_\_\_\_] [, as \_\_\_\_\_] ([together,][collectively,] "Landowner"), and Aeolus Energy, LLC, a Nebraska limited liability company ("Wind Company").

RECITALS:

WHEREAS, Landowner and Wind Company desire to set forth certain terms and conditions of a Wind Lease Option Agreement (herein so called) in a manner suitable for recording in the Public Records of Thayer County, Nebraska, in order to provide record notice of the Wind Lease Option Agreement and Wind Company's exclusive rights in and to the land subject to the Wind Lease Option Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Wind Lease Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

7. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Wind Lease Option Agreement.
8. **Description of Property.** The land subject to the Wind Lease Option Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").
9. **Grant of Option.** Landowner has granted to Wind Company the exclusive right and option (the "Option") for a period of Ten years, commencing on the Effective Date and expiring on the tenth anniversary thereof (the "Term"), to lease the Property for the purpose of development of a wind energy project, which rights include the exclusive right to exploit the wind resources of the property and to obtain certain lease and easement rights relating to the development, construction and operation of a wind energy project, all as more particularly set forth in the Wind Lease Option Agreement.
10. **Exercise of Option.** Wind Company may exercise the Option by delivery of written notice (the "Exercise Notice") to Landowner of its decision to do so, together with an executable version of the Lease Documents (hereinafter defined), at any time during the Term. Within ten (10) business days following said notice, Landowner and Wind Company shall execute the following: (a) the Lease; (b) a Memorandum of Lease in recordable form to give public notice of the existence of the Lease and the Property affected, but not the economic terms thereof; and (c) such other documents and

instruments as may be reasonably necessary to consummate the transaction contemplated hereby (the "**Lease Documents**"). Failure of the Parties to execute the Lease Documents within the time period stated shall not serve to extinguish the Option.

11. **Rights During the Term.** During the Term, Wind Company, its employees, agents, contractors and subcontractors, upon prior notice to Owner, shall have the right to enter upon the Property for purposes of conducting activities reasonably related to the development of the Project, including the performance of all studies and surveys associated therewith, and may perform, or cause to be performed, such other tests and studies as Wind Company may desire in connection with the Option, including, meteorological analyses, environmental, avian and cultural resource assessments, geotechnical, foundation and soil tests, title reports and land surveys over and across the Property. Without limitation of the foregoing, Wind Company shall have the right to erect one or more meteorological towers on the Property during the Term for no additional consideration. Any improvements installed by Wind Company on the Property shall remain the personal property of Wind Company and may be removed by Wind Company in its sole discretion at any time.
12. **Successors and Assigns.** The terms of this Memorandum and the Wind Lease Option Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Wind Company include their respective successors and assigns. References to the Wind Lease Option Agreement include any amendments thereto.
13. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the Public Records of Thayer County, Nebraska, in order to provide public record notice of the Wind Lease Option Agreement and Wind Company's rights in and to the Property subject to the Wind Lease Option Agreement. The entire Wind Lease Option Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Wind Lease Option Agreement and used within this Memorandum. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Wind Lease Option Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Wind Lease Option Agreement, the terms of the Wind Lease Option Agreement shall prevail. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[ The remainder of this page is intentionally left blank. ]

IN WITNESS WHEREOF, the parties hereto have made and entered into this Memorandum as of the day and year first written above.

**Landowner:**

Cory Bell Hudson  
Name:

**Spouse of Landowner**

Christy Hudson  
Name:

**Wind Company:**

Aeolus Energy, LLC,  
a Nebraska limited liability company

[Signature]  
Name:

STATE OF Nebraska )  
COUNTY OF Thayer ) ss.

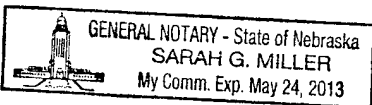
On the 10 day of April, 2013, before me, the undersigned, a notary public in and for said state, personally appeared Gay Aksamit, and executed same.  
[NOTARY SEAL]



Sarah G Miller  
Name: Sarah G Miller  
Notary Public, State of NE  
My commission expires: May 24, 2013  
My commission no.: \_\_\_\_\_

STATE OF Nebraska )  
COUNTY OF Thayer ) ss.

On the 10 day of April, 2013, before me, the undersigned, a notary public in and for said state, personally appeared Bill + Esina Hudson, as husband + wife of \_\_\_\_\_, a \_\_\_\_\_, whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her indicated capacity, and that by his/her signature on the within instrument.  
[NOTARY SEAL]



Sarah G Miller  
Name: Sarah G Miller  
Notary Public, State of NE  
My commission expires: May 24, 2013  
My commission no.: \_\_\_\_\_

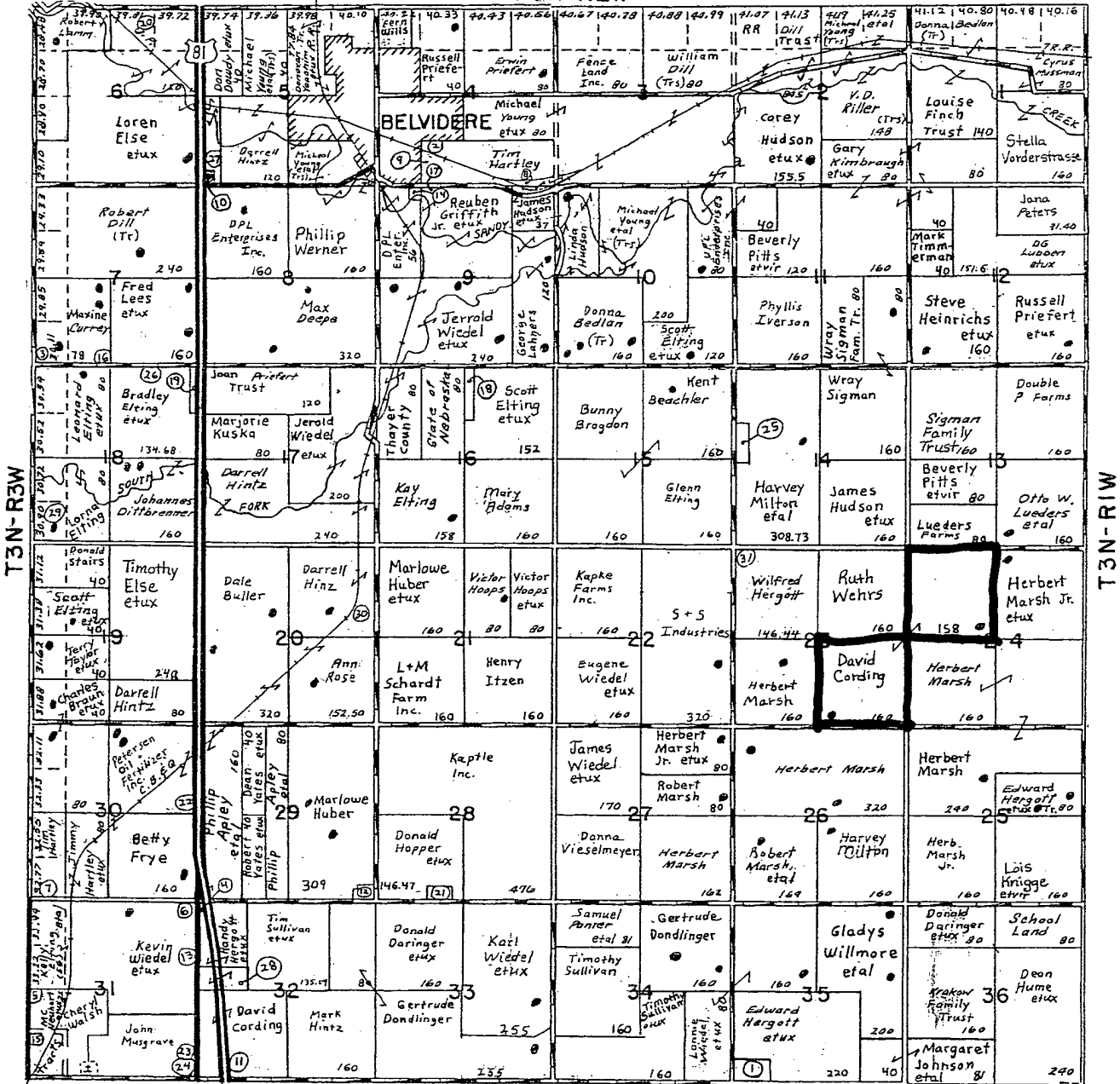
**BRUNING**  
(Southeast Part)

**HEBRON-N**  
(Northeast Part)

TOWNSHIP 3 NORTH-RANGE 2 WEST OF 6TH P.M.

- |   |  |   |
|---|--|---|
| 1. Sec. 25 Ray Hergott-20                     | 11. Sec. 32 Metquest Unlimited-10        | 22. Sec. 30 Roy Thompson et ux-1        |
| 2. Sec. 4 Roney et ux-14                      | 12. Sec. 29 Sertruce Dondlinger-11.4     | 23. Sec. 31 Corrine Ruliffson-11.8      |
| 3. Sec. 21 A. Drake Trust-1                   | 13. Sec. 31 NE Public Power Distr.-7.71  | 24. Sec. 31 Berwyn Petersen et ux-12.88 |
| 4. Sec. 22 Wilkes et ux-5                     | 14. Sec. 9 Russell Priefert-5.2          | 25. Sec. 14 Gary Richardson et ux-11.72 |
| 5. Sec. 21 Hebron Cable TV Corp.-0.52         | 15. Sec. 31 Larry Degenhardt et ux       | 26. Sec. 18 Marvin White et ux-5.75     |
| 6. Sec. 31 Hebron Public Power Distr.-0.5     | 16. Sec. 7 Diane Currey (Tr)-2           | 27. Sec. 5 R. R. Dill (Tr)-35.47        |
| 7. Sec. 28 Tim Hartley-2.07                   | 17. Sec. 9 Bruning Grain & Feed Co.-4.02 | 28. Sec. 32 LaVan Baman et ux-30.67     |
| 8. Sec. 4 St. Joseph & Grand Island RR Co-5.6 | 18. Sec. 16 M. Margaret Beddoe (Tr)-8    | 29. Sec. 18 Debi Aaron-1.51             |
| 9. Sec. 4 Loren Else-18.09                    | 19. Sec. 18 John Hatfield et ux-10       | 30. Sec. 20 Ann Rose-5.45               |
| 10. Sec. 5 Williams Drilling Co.-2.13         | 20. Sec. 6 3 E Farms, Inc-13.13          | 31. Sec. 23 James Hergott-13.56         |
|   | 21. Sec. 28 Corwin Powell et ux-13.53    |   |

T4N-R2W



T2N-R2W  
PAGE 9

000400

Exhibit A of Exhibit C to Option Agreement

PROPERTY

Hudson Parcel ID 850014344 NW ¼ 24-3-2 160.109 ac

Hudson Parcel ID 850014328 SE ¼ 23-3-2 159.08 ac

000401

Exhibit "F"

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Aeolus Energy LLC  
5210 Edgewater Ct.  
Parker, TX 75094

**MEMORANDUM OF LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of April 10<sup>th</sup>, 2013 by and between Cory Bell Hudson [and Dina M. Hudson] [an unmarried person][, husband and wife] [a \_\_\_\_\_] [as \_\_\_\_\_] ([together,][collectively,] "Landowner"), and Aeolus Energy LLC, a Nebraska limited liability company ("Wind Company").

RECITALS:

WHEREAS, Landowner and Wind Company have entered into a Lease and Easement Agreement dated as of the date first written above with respect to property more specifically described herein for, among other things, the development, installation, construction, operation and maintenance of wind-powered turbines, generators, and associated appurtenances and facilities, including easements relating to such activity (as heretofore or hereinafter amended, restated or supplemented from time to time, the "Lease and Easement Agreement") covering the following described land located in Thayer County, Nebraska; and

WHEREAS, Landowner and Wind Company desire to set forth certain terms and conditions of the Lease and Easement Agreement in a manner suitable for recording in the Public Records of Thayer County, Nebraska, in order to provide record notice of the Lease and Easement Agreement and Wind Company's rights in and to the land subject to the Lease and Easement Agreement, as provided herein.

NOW, THEREFORE, in consideration of mutual covenants contained in the Lease and Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. **Description of Property.** The land subject to the Lease and Easement Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").
2. **Grant of Lease and Easements.** Subject to the terms and conditions more particularly set forth in the Lease and Easement Agreement, without limitation, Landowner has leased to Wind Company, and Wind Company has leased from Landowner, the Property for the purpose of converting wind energy to electricity and utilizing the air and wind resources of the Property. In addition, Landowner grants, conveys, transfers and warrants to Wind Company, its successors and assigns the following easements, which easements are blanket in nature:
  - (a) An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property; in connection with the provisions of Nebraska Revised Statute §66-911, Landowner and Wind Company acknowledge that any obstruction to the free flow of the wind above sixty feet (60') from the surface of the Property is prohibited throughout the entire Term (24 hours a day, 7 days a week) and the

entire area of the Property (other than as a result of any such obstructions existing as of the Effective Date) which shall exist horizontally three hundred and sixty degrees (360°) from any point where any Wind Generating Unit is located at any time and for a distance from each Wind Generating Unit to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundaries of the Property through each Wind Generating Unit to each point and on and along such line to the opposite exterior boundary of the Property; and this easement is a "wind energy easement" as defined in Nebraska Revised Statute §66-909.03 and for purposes of Nebraska Revised Statute §66-911;

- (b) An exclusive easement to permit the rotors of Generating Units located on adjacent properties in any Project to overhang the Property;
- (c) A non-exclusive easement for the Access Rights for the purpose of Wind Company operations, including but not limited to vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property. Wind Company shall have the right to travel on, over, across the Property by means of existing roads and lanes, and by roads Wind Company or Landowner may construct or improve from time to time. Moreover, Landowner shall not, and shall not permit others to obstruct or damage the roads or in any other way interfere with Wind Company's rights under constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time roads and routes over and across the Property related to such Access Rights;
- (d) A non-exclusive easement to permit the Wind Power Facilities located on the Property, on adjacent property or elsewhere to affect the Property, including without limitation visual and non-visual and audible and non-audible effects.
- (e) An exclusive easement to develop, construct, reconstruct, erect, install, improve, replace, relocate and remove from time to time, and use, maintain, repair, operate and monitor wind turbines and meteorological towers and related equipment;
- (f) 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, together with the right to temporary earthmoving as necessary to build suitable access routes for said easement;
- (g) A non-exclusive easement and right to install, maintain, repair and operate on the Property underground (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to, through and/or from the Property, communication lines which carry communications to, through and/or from the Property, and other above ground improvements or fixtures associated with any of the foregoing;
- (h) An exclusive right (subject to existing transmissions facilities) (all of the following being collectively referred to herein as the "Transmission and Distribution Right") to (i) use a parcel of the Property to construct, install, add to, maintain, repair, replace, relocate and operate on and/or remove from the Property multiple (A) underground and/or above-ground transmission, distribution and collection cables (including fiber optic cables), conduits, wire and lines for the transmission of electrical energy to and from the Property,



(B) underground and/or above-ground communication cables (including fiber optic cables), conduits, wire and lines for the transmission of communications of any nature to and from the Property, and (C) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, and (ii) use a portion of the Property to construct, install, maintain, repair, replace, relocate and operate on and/or remove from the Property one or more high-voltage electrical substations which could comprise concrete pad(s), fencing, a control building, step-up transformer(s), switchgear, racks, power circuit breakers and other protective relay and control equipment, poles, wires and other structures, fixtures, appliances, equipment and property. The exact location within the Property of any particular portion of the Transmission and Distribution Right shall be determined by the construction of such facilities from time to time and shall thereupon be established as having a width reasonable for such use;

- (i) A non-exclusive easement on the Property for the installation of utilities in the road right of way and, if necessary, with governmental approval, for the widening and improving of public roads and an appurtenant construction easement to windrow or stockpile the topsoil when extending the ditches of the roads;
- (j) A non-exclusive construction easement for purposes of constructing, maintaining, repairing, replacing, and removing from time to time all or any part or element of the Wind Power Facilities whether located on or off the Property (the "**Construction Easement**")
- (k) One or more exclusive easements for the construction, operation, maintenance and occupancy of one or more substations, operations and maintenance buildings and temporary or permanent lay-down areas; and
- (l) An easement to undertake any such other activities that Wind Company determines are necessary in connection with, and incidental to, any of the foregoing Easements, including the right to remove vegetation on the Property as needed to operate and maintain the Wind Power Facilities and to comply with applicable laws, regulations, standards, orders and permit conditions.

With respect to each easement granted hereunder, (a) to the extent permitted by Law, such easement shall be appurtenant to the applicable leasehold estate pursuant to the Lease and Easement Agreement; (b) such easement shall run with the Property for the benefit of any Project and the leasehold estate pursuant to the Lease and Easement Agreement; (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; and (d) nonuse of the easement shall not prevent the future use of the entire scope thereof

- 3. **Term of Lease and Easement Agreement.** The Term of the Lease and Easement Agreement includes an initial forty year term and the right to to extend the Lease and Easement Agreement for up to two additional ten year terms.
- 4. **Successors and Assigns.** The terms of this Memorandum and the Lease and Easement Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective grantees, heirs, executors, administrators, successors and assigns, including all subsequent owners of all or any portion of the Property. References to Landowner and Wind

Company include their respective successors and assigns. References to the Lease and Easement Agreement include any amendments thereto.

5. **Other Prohibitions and Limitations.** The Lease and Easement Agreement also contains other limitations and prohibitions relating to the Property, including but not limited to, those affecting the mineral estate, including oil and gas and other minerals, and surface use by the mineral estate, and any activity in proximity to, or affecting, the Wind Company's operations and equipment, as more particularly described therein.
  
6. **Miscellaneous.** This Memorandum is executed for the purpose of recording in the Public Records of Thayer County, Nebraska, in order to provide public record notice of the Lease and Easement Agreement and Wind Company's rights in and to the Property subject to the Lease and Easement Agreement. The entire Lease and Easement Agreement is hereby incorporated into this Memorandum by reference, including any defined terms contained within the Agreement and used within this Memorandum. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change or affect the terms, covenants or conditions of the Lease and Easement Agreement, all of which terms, covenants and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Lease and Easement Agreement, the terms of the Lease and Easement Agreement shall prevail. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. Persons having a need to know the contents of the Lease and Easement Agreement may obtain a redacted version of such Lease and Easement Agreement by writing to Gary Aksamit c/o the address and party set forth above and paying to \_\_\_\_\_ the cost of copying and mailing same.

**[ The remainder of this page is intentionally left blank. ]**

- Exhibit F -

000405

IN WITNESS WHEREOF, the parties hereto have made and entered into this Memorandum as of the day and year first written above.

**Landowner:**

Cory Bill Hudson  
Name:

**Wind Company:**

Aeolus Energy LLC,  
a Nebraska limited liability company

**Spouse of Landowner**

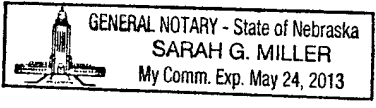
Shirley Hudson  
Name:

\_\_\_\_\_  
Name:

STATE OF Nebraska )  
COUNTY OF Taylor ) ss.

On the 10 day of April, 2013, before me, the undersigned, a notary public in and for said state, personally appeared Gray Aksumit, and executed same.  
[NOTARY SEAL]

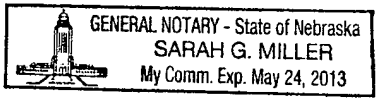
Sarah G Miller  
Name: Sarah G Miller  
Notary Public, State of NE  
My commission expires: May 24, 2013  
My commission no.: \_\_\_\_\_



STATE OF Nebraska )  
COUNTY OF Taylor ) ss.

On the 10 day of April, 2013, before me, the undersigned, a notary public in and for said state, personally appeared Cory Bill + Shirley Hudson, as husband + wife of \_\_\_\_\_, a \_\_\_\_\_, whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her indicated capacity, and that by his/her signature on the within instrument.  
[NOTARY SEAL]

Sarah G Miller  
Name: Sarah G Miller  
Notary Public, State of NE  
My commission expires: May 24, 2013  
My commission no.: \_\_\_\_\_



000406

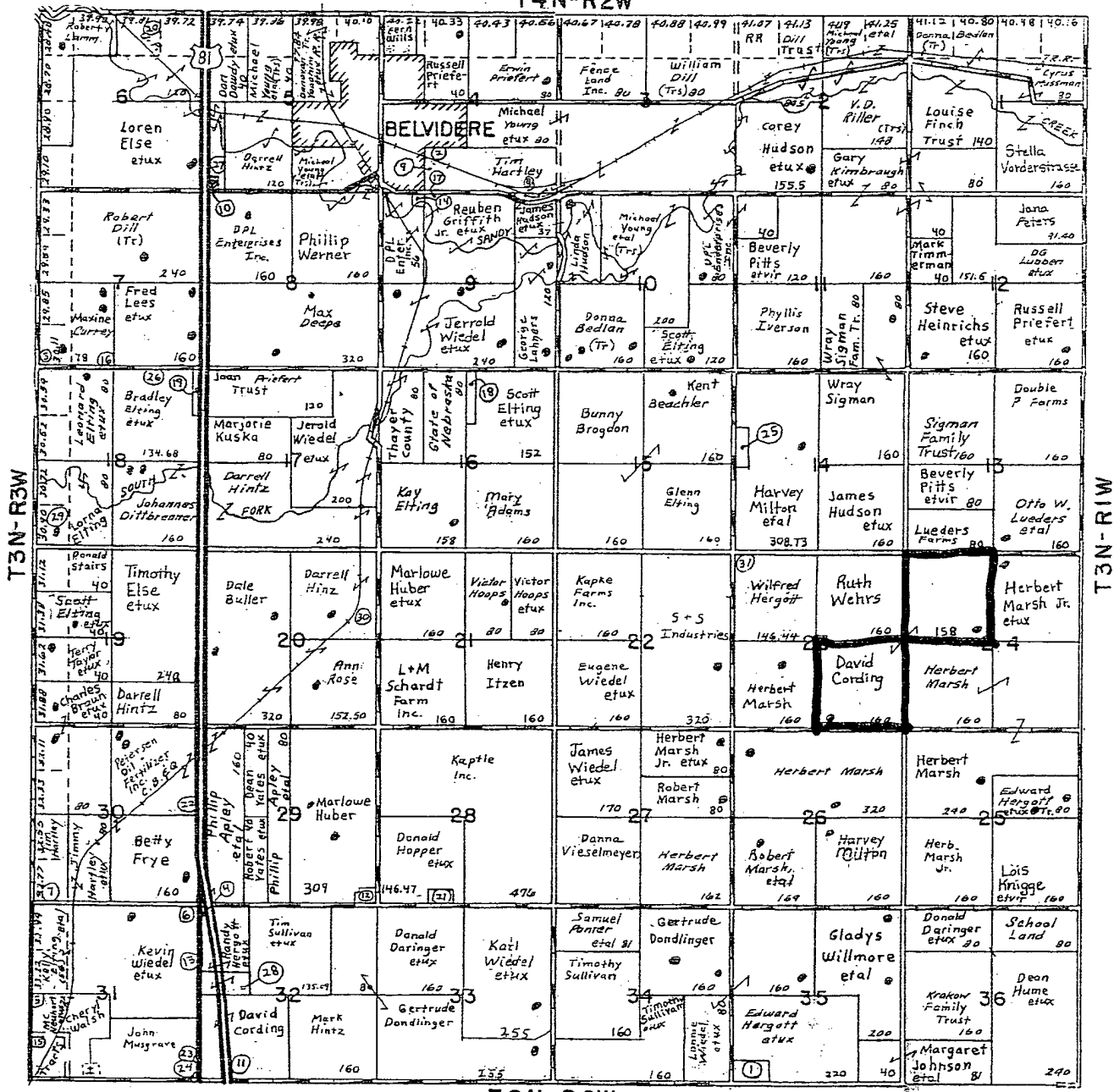
# BRUNING (Southeast Part)

# HEBRON-N (Northeast Part)

TOWNSHIP 3 NORTH-RANGE 2 WEST OF 6TH P.M.

- |                                  |  |   |
|----------------------------------|--|---|
| 1. Sec. 10 Roy Thompson et ux-1  | 11. Sec. 22 Metcalquest Unlimited-10     | 22. Sec. 30 Roy Thompson et ux-1        |
| 2. Sec. 11 Roy Thompson et ux-1  | 12. Sec. 29 Gertrude Dondlinger-11.4     | 23. Sec. 31 Corinne Ruliffson-11.3      |
| 3. Sec. 12 Roy Thompson et ux-1  | 13. Sec. 31 NE Public Power Dist.-7.71   | 24. Sec. 31 Berwyn Petersen et ux-12.88 |
| 4. Sec. 13 Roy Thompson et ux-1  | 14. Sec. 9 Russell Priefert-5.2          | 25. Sec. 14 Gary Richardson et ux-11.72 |
| 5. Sec. 14 Roy Thompson et ux-1  | 15. Sec. 31 Larry Degenhardt et ux       | 26. Sec. 18 Mervin White et ux-5.75     |
| 6. Sec. 15 Roy Thompson et ux-1  | 16. Sec. 7 Diane Gurrey (Tr)-2           | 27. Sec. 5 R. A. Dill (Tr)-35.47        |
| 7. Sec. 16 Roy Thompson et ux-1  | 17. Sec. 9 Bruning Grain & Feed Co.-4.02 | 28. Sec. 32 Lavon Boman et ux-30.67     |
| 8. Sec. 17 Roy Thompson et ux-1  | 18. Sec. 16 M. Margaret Seddoe (Tr)-8    | 29. Sec. 18 Debi Aaron-1.51             |
| 9. Sec. 18 Roy Thompson et ux-1  | 19. Sec. 18 John Hatfield et ux-10       | 30. Sec. 20 Ann Rose-5.45               |
| 10. Sec. 19 Roy Thompson et ux-1 | 20. Sec. 5 E Farms, Inc-13.13            | 31. Sec. 23 James Hergott-13.56         |
|                                  | 21. Sec. 28 Corwin Powell et ux-13.53    |   |

T4N-R2W



T2N-R2W  
PAGE 9

000407

**Exhibit A of Exhibit F**

**PROPERTY**

**Hudson Parcel ID 850014344 NW ¼ 24-3-2 160.109 ac**

**Hudson Parcel ID 850014328 SE ¼ 23-3-2 159.08 ac**

000408

## SPECIAL FINANCING AND LENDER PROTECTION 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; and (d) 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 and Additional 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, duly executed and in recordable form, (i) stand-alone versions or subeasements 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. Additionally, to the extent commercial operation of the Project or a Phase of the Project requires from time to time additional easements on the Property in favor of third parties, including but not limited to any independent system operator with jurisdiction over the system in which the applicable Project operates, the transmission system owner or operator to whose transmission lines any Project interconnects, the phone or other communications provider, or the off-taker to whom output from any Project is to be sold, Landowner shall upon request of Wind Company or such third party grant such easement in such location or locations as such party may reasonably request for a reasonable fee agreed to by Landowner and Wind Company or such third party.
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 (hereinafter defined); (d) take possession of and operate the Project and the Wind Power Facilities or any portion thereof and perform any obligations to be performed by Wind Company 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. 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.
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 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 or a Sublessee's right, title, or interest in the Property, in this Lease or in a Sublease or (d) enter into a new lease or new Sublease as provided herein, then such Lender shall have no personal liability to Landowner, and Landowner's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in any Project. 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, upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefore, 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 terms 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, promptly following 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 hereunder. 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 Landowner shall, without demanding additional consideration therefore, immediately grant and enter into, a new lease pursuant to which such Sublessee shall be entitled to, and Landowner shall not disturb, the continued use and enjoyment by such Sublessee of the Property (or the applicable portion thereof), on the same terms as this Lease (as modified to extend only to the portion of the Property subleased), which new lease shall have 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, promptly following 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.