

APPENDIX G

Remaining Prepayment Amount

<u>Contract Year *</u>	<u>Remaining Prepayment Amount for 8,500,000 MWh of Guaranteed Generation</u>
0.5	273,610,000
1.0	268,715,000
1.5	263,820,000
2.0	259,190,000
2.5	254,560,000
3.0	249,735,000
3.5	244,900,000
4.0	239,865,000
4.5	234,825,000
5.0	229,575,000
5.5	224,320,000
6.0	218,840,000
6.5	213,360,000
7.0	207,650,000
7.5	201,930,000
8.0	195,970,000
8.5	190,010,000
9.0	183,790,000
9.5	177,575,000
10.0	171,095,000
10.5	164,610,000
11.0	157,845,000

G-1

11.5	151,085,000
12.0	144,030,000
12.5	136,980,000
13.0	129,625,000
13.5	122,270,000
14.0	114,600,000
14.5	106,930,000
15.0	98,930,000
15.5	90,930,000
16.0	82,585,000
16.5	74,240,000
17.0	65,540,000
17.5	56,835,000
18.0	47,755,000
18.5	38,680,000
19.0	29,210,000
19.5	19,745,000
20.0	9,875,000

* 0.5 Contract Years is equal to 6 months

APPENDIX H

Circle Four Lease

LAND LEASE AGREEMENT

This Land Lease Agreement (this "Lease") is made this 22nd day of February, 2007 (the "Effective Date"), between Circle Four LLC, a Delaware limited liability company with an address at 341 South Main Street, P.O. Box 100, Milford, UT 84751 (together with its successors and assigns, the "Lessor"), and Milford Wind Corridor Phase I, LLC, a Delaware limited liability company with an address c/o UPC Wind Management, LLC, 100 Wells Avenue, Suite 201, Newton, MA 02459 (together with its successors and assigns, the "Lessee"). Lessor and Lessee are at times collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS:

A. Lessor owns land situated in Beaver and Millard Counties, Utah. Approximately 13,130 acres of that land (the "Premises") is described in Exhibit A attached to and made a part of this Lease, which together with all other rights, interests, privileges and appurtenances pertaining to the Premises, including (i) such rights as may exist under law allowing an owner to exploit wind energy occurring on the Premises ("Wind Rights"), and (ii) other easements and rights of ingress, egress and maintenance of the Premises and any rights as to adjacent roads, streets, and rights-of-way (such items in clause (ii) collectively, the "Other Appurtenances") are the subject of this Lease.

B. Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, the Premises, the Wind Rights and the Other Appurtenances (collectively, the "Leased Property") for purposes of wind energy generation and related uses on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS.

1.1 "**Commencement Date**" means the first (1st) day of the month following the date that the first WTG (as the term "WTG" is defined in Subsection 1.10) commences commercial electrical power production for purposes other than start up and testing.

1.2 "**Improvements**" is as defined in Section 6.

1.3 "**Inflation Index**" means the Consumer Price Index – Seasonally Adjusted U.S. City Average For All Items For All Urban Consumers, "CPI-U" of the Bureau of Labor Statistics of the United States Department of Labor (or any successor Department of Labor index).

1.4 "Lender(s)" means the banks, entities, or institutions providing financing for a Wind Energy Improvement from time to time.

1.5 "Liens" is as defined in paragraph 13.4.1.

1.6 "Security Assignee" is as defined in Subsection 17.2.

1.7 "Transportation Facilities" is as defined in Subsection 3.5.

1.8 "Transmission Facilities Easement" is as defined in Section 7.

1.9 "Wind Energy Improvement" is as defined in Section 6.

1.10 "WTG" means a wind turbine generator, consisting of pedestal, tower, rotors, generators, control equipment, electrical connections, and any other related or appurtenant facilities or equipment necessary to generate and transmit electricity.

2. LEASE. Lessor hereby leases to Lessee and Lessee leases from Lessor the Leased Property upon and subject to the terms and conditions hereof.

3. PURPOSE AND SCOPE OF LEASE. The Lease is for the use of the Leased Property for the purpose of converting wind energy to electricity and exploiting the Wind Rights, including the collection and transmission of electric power by installing, operating, maintaining, and integrating WTGs on the Leased Property in conjunction with similar uses on other properties, and for related activities. Without limiting the generality of the foregoing, Lessee shall have, subject to the limitations contained in this Lease, the following rights and privileges under this Lease:

3.1 The right to develop, erect, construct, install, replace, repair, relocate, remove, maintain, operate, and use, from time to time, WTGs, underground and above-ground electrical transmission and communications lines related to the operation of WTGs, electric transformers and substations, energy storage facilities, telecommunications equipment, roads, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment on the Leased Property, which WTGs may be integrated with each other and with WTGs located on other properties;

3.2 The right to capture and to convert any or all of the wind resources of the Premises;

3.3 The right to investigate the potential of wind energy conversion including, but not limited to, conducting environmental and paleontological studies, soil tests, and studies of wind speed, wind direction and other meteorological data and geological studies, and other studies as may be required in connection with permitting the WTGs;

3.4 The right to develop, erect, construct, install, replace, repair, relocate, remove, maintain, operate, and use the following from time to time in connection with the WTGs (i) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper anchors, support structures, foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables; (ii) one or more substations or interconnection or switching facilities from which the WTGs may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy; and (iii) roads associated with the foregoing (such towers, wires, cables, substations, facilities and other enumerated items in clauses (i), (ii) and (iii) are herein collectively called the "**Transmission Facilities**");

3.5 The right of pedestrian and vehicular ingress, egress, and access over and across the Leased Property by means of roads and lanes thereon if existing, or otherwise by such roads, structure, route or routes as Lessee may construct or improve from time to time ("**Transportation Facilities**");

3.6 The right of subjacent and lateral support to whatever is necessary for the operation and maintenance of Improvements on the Leased Property and other property used in connection with Wind Energy Improvements, including, without limitation, guy wires and supports;

3.7 The right to permit the rotors of WTGs located on adjacent properties to overhang the Leased Property and the right to permit the rotors of WTGs on the Leased Property to overhang any adjacent property owned by Lessor;

3.8 The right to grade, level, fill, clear and replant ground; and to excavate and use sand, gravel, caliche or other materials suitable for road cover solely to construct the Transportation Facilities on the Leased Property, all to the extent permitted by law and only at locations and in amounts approved by Lessor in its reasonable discretion;

3.9 The right to enter upon the Premises and to conduct Phase I and other environmental studies or audits of the Premises, including the air, soil, and water in and about the Premises, at any time; and

3.10 The right to undertake any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that are reasonably necessary, useful or appropriate to accomplish any of the purposes or uses of the Lease set forth above.

4. USES RESERVED BY LESSOR.

4.1 Subject to Subsections 4.2 and 13.3 below, Lessor expressly reserves all rights to use the Leased Property (excluding any Wind Rights) for purposes not granted to Lessee, including the installation and operation of animal husbandry facilities, to the extent that the lawful exercise of such reserved rights does not materially interfere with the construction, operation, or maintenance of the Improvements. Lessor will give sixty (60) days' prior written notice to Lessee of any intended and new material use or development of the Premises or Other Appurtenances. If Lessee believes that interference with Lessee's use of such Premises and Other Appurtenances will result from the proposed use of the Premises and Other Appurtenances by Lessor or its designees, Lessor will take all steps reasonably necessary to ensure the compatibility of Lessor's intended use with Lessee's use of such property. Lessee shall have no liability for costs associated with any use of the Premises or Other Appurtenances by Lessor pursuant to the rights reserved or not granted herein.

4.2 In furtherance of Subsection 4.1, in consideration of Lessee's investment in the Improvements and the other covenants contained in this Agreement, Lessor shall limit its future activities on the Premises, and any grant of rights Lessor makes to any third party, whether the right of use is located on the Premises or elsewhere, as follows:

4.2.1 Except to the extent specifically provided in this Lease, Lessor shall not, and shall not authorize other persons or entities to, install structures or undertake other activities on the Premises that materially interfere with the wind speed or wind direction over the Premises or materially decrease efficiency of any WTG, including any WTGs located on lands adjoining the Premises, or the installation or operation of the Improvements.

4.2.2 Lessor will not grant or authorize any mineral extraction rights or mineral estates, hunting rights, or similar types of usage rights on the Premises which would reasonably be expected to materially interfere with the construction or operation of the Improvements or other allowed uses of the Leased Property; provided that Lessor shall have no liability to Lessee for any damages incurred by Lessee and caused by unauthorized uses, or caused by trespasses by unrelated third parties. Lessor shall not interfere with Lessee's efforts to reasonably necessary to mitigate unauthorized uses or trespasses.

4.2.3 Lessor will not, and will not authorize any third party, to construct or install any structure or other improvement that is within the Minimum Distance of any WTG. The Minimum Distance for any such structure is as follows:

$$MD = 100 \text{ ft.} + (H * 20)$$

Where: MD = the Minimum Distance

H = maximum height above ground (in ft.) of any structure in excess of 15 ft.

Thus, for example, the Minimum Distance for a building with a maximum height above ground of 20ft. would be calculated as (20ft — 15ft = 5ft=H; 5ft*20 = 100ft; 100ft + 100ft = 200ft = MD).

4.2.4 Lessor will consult with and obtain Lessee's prior written approval as to all animal husbandry facilities and other structures constructed under 4.1 to be located by or under the direction of Lessor or its permittees within the Minimum Distance, whether located on or off the Premises. Lessee shall cooperate with Lessor in any such review, and Lessee shall consent to any such structures so long as, based upon appropriate professional engineering and meteorological opinions, the proposed structures at the proposed location are not likely to materially interfere with wind speed or wind direction over any portion of the Premises, cause a material decrease in the output or efficiency of any WTG, or otherwise materially interfere with Lessee's operations on the Leased Property.

4.2.5. Each of Lessor and Lessee will use good faith, commercially reasonable efforts to avoid or minimize material interference with each Party's respective operations on the Lease Property.

5. EXCLUSIVENESS OF LEASE. Lessee's granted rights hereunder to the Wind Rights and rights to erect and maintain WTGs and Wind Energy Improvements on the Premises set forth in Section 3.1-3.4 and 3.6-3.7 are exclusive of all other persons, including Lessor. Without limiting the generality of the foregoing, Lessor covenants not to convey or authorize the exploitation of Wind Rights or otherwise to grant or suffer any conflicting rights with respect to the Leased Property.

6. OWNERSHIP OF WIND ENERGY IMPROVEMENTS. Lessor shall have no ownership or other interest in any Improvements (as defined below). Lessee shall have title to all Improvements at all times, whether or not the same shall be affixed to the Premises, and Lessee may remove any or all such Improvements at any time. As used in this Lease, the term "**Improvements**" means all facilities or equipment installed on the Leased Property for the purpose of producing electricity by wind power, including but not limited to WTGs, Transmission Facilities, structures, equipment, machinery, wire, conduit, fiber, cable, poles,

materials and property of every kind and character constructed, installed and/or placed on, above or below the Leased Property by or on behalf of Lessee. This Lease contemplates that Improvements may be installed at separate times, in multiple stages to create one or more sets of integrated Improvements under separate capital structures and power sales arrangements, each defined as a "Wind Energy Improvement." The Wind Energy Improvements may share some common facilities such as substations, transmission lines, and roads.

7. TRANSMISSION FACILITIES EASEMENT. Lessee shall have the right to sublease to any utility, power provider, or other party (collectively, "**Transmission Facility Assignees**") any of its rights granted hereunder to (a) construct, operate, and maintain the Transmission Facilities on the Leased Property, and (b) access such Transmission Facilities, including the right of ingress and egress into and across portions of the Leased Property and other adjacent property of Lessor, if any. All such sublease rights shall remain subject to the terms and conditions hereof. If requested by a Transmission Facility Assignee and Lessee, Lessor will provide written affirmation to such Transmission Facility Assignee of such easements and access rights as granted to Lessee herein (each a "**Transmission Facility Easement**").

8. SURVEY AND SITE PLAN. Lessee may survey the Premises and all elements of any Wind Energy Improvements at its own expense. Any site and/or construction plan(s) intended to be used by Lessee with respect to the Improvements, Transportation Facilities, or Transmission Facilities, including any plans required to be filed from time to time in connection with permitting each Wind Energy Improvement, shall be subject to the review and consent of Lessor; provided that such review shall be as timely as practical so as to avoid permitting or construction delays, and such consent will be provided so long as such plans maintain a distance between lines of WTGs, such that Lessor may install buildings up to 30 ft. in height above ground between such lines or arrays while conforming to the Minimum Distance. Once accepted by Lessor, Lessee may make immaterial alterations to such plans without prior Lessor consent and shall locate, construct, operate, and replace all Improvements in accordance with such plans. While the wind resource will dictate the location of the WTGs, Lessee shall use commercially.

reasonable efforts to accommodate requests of Lessor regarding the location of Transportation Facilities, Transmission facilities, and substations. No review and consent by Lessor shall constitute any warranty of Lessor or create any liability of Lessor. Lessee shall be solely responsible for designing, permitting, financing, constructing, operating, repairing, replacing, and maintaining each Wind Energy Improvement. Lessor is solely responsible for the placement and operation of its facilities on the Premises.

9. TERM

9.1 This Lease shall be effective as of the Effective Date. The initial term of this Lease shall be until the last day in the December following the fortieth (40th) anniversary of the Commencement Date ("**Initial Term**"). The Lessee shall have the option to renew this Lease for up to two additional ten (10) year terms. If the Lessee is then in possession of the Premises and if there is not a notice of default from Lessor pending at the time the lease term ends (whether at the end of the Initial Term or the first extension), Lessee will be deemed to have exercised its option to extend the term hereof absent Lessee providing a written notice to Lessor to the effect that the extension will not be undertaken. If a notice of default is pending, the lease term may be extended only upon written consent from Lessor. Any such Lessee notice that it will not extend the lease shall be in writing by certified or registered mail, and made on or before sixty (60) days prior to the end of the Initial Term or any extension of the Initial Term. For the purposes of this Section 9, a notice of default shall be deemed to be pending if notice of default has been given by Lessor as provided in Section 18 and the default specified in the notice has not been corrected.

9.2 If the Commencement Date does not take place on or before the third anniversary of the Effective Date, then after the third anniversary date, the Lessor has the option to terminate this Lease by providing notice to Lessee thirty (30) days in advance of any such termination date (the "**Termination Date**"), with termination effective as of 11:59 p.m. on the 30th day following delivery of such notice; provided that before or after any such notice, if Lessee provides reasonable evidence that continuous construction of a Wind Energy Improvement is underway and will be completed by the fourth anniversary of the Effective Date, then Lessor may not invoke the Termination Date unless the Commencement Date has not occurred by the fourth anniversary of the Effective Date. If under these circumstances the Commencement Date has not occurred by the fourth anniversary of the Effective Date, or within such additional time as Lessor may specifically approve in writing, this Lease shall terminate at 11:59 p.m. on the on the 30th day following delivery of notice of termination. Absent a termination by Lessor hereunder, this Lease shall remain in full force and effect in accordance with all of its provisions during the Initial Term and any extension of the Initial Term, except that this Lease shall be subject to early termination as otherwise provided in this Lease.

9.3 When the Lease terminates for any reason, Lessor shall be entitled to file a notice thereof in the office of the recorder of each county in which a portion of the Premises is located.

10. RENT; TAXES AND UTILITIES.

10.1 The rent payable by Lessee to Lessor for use of the Premises shall be determined and paid as set out in this Lease. All rents shall accrue and be deemed fully earned by Lessor on a daily basis.

10.2 Rent Payment. Payments due Lessor hereunder will be made to Lessor at the address provided for notices under this Lease, or to such other person, firm, or place as Lessor may from time to time designate.

10.3 Due Dates. All rent payments shall be paid annually, except as otherwise specifically provided herein. Rent shall be computed on a calendar year basis beginning on the Commencement Date and thereafter shall be paid in annual payments. All annual payments due hereunder shall be paid in arrears, and shall be due and payable on or before March 31 of the calendar year following the year in which the rental obligation accrues.

10.4 Initial Payments. In consideration of Lessor entering into this exclusive wind resources Lease with Lessee, assistance with initial wind assessments, and status as the primary private land owner necessary for the Improvements, Lessee shall pay two payments to Lessor: a one-time payment of \$50,000 due at the time this Lease Agreement is signed by Lessor and a second payment of \$135,000 due and payable on the Commencement Date. The first rental payment of \$50,000 shall be deemed fully earned and due and payable when Lessor signs this Lease Agreement. The \$135,000 rental amount shall be deemed fully earned and due and payable immediately upon the Commencement Date. Lessee shall be deemed in default under this Lease if each such payment is not received by Lessor within sixty (60) days of the due date.

10.5 Proration of Rent. All annual Base Rent payments shall be prorated from the date rent begins or the date on which an adjustment to rental rates occurs during any partial calendar year during which this Lease is in effect. For example, if the Commencement Date occurs on October 1, the obligation to pay Base Rent thereby commences on that date and the rent obligation payable March 31st of the following calendar year would be the amount that accrued beginning October 1st and ending December 31st. Also as an example, if the Commencement Date is October 1st, the annual CPI-U rental adjustment or any other rental adjustment would take effect on October 1st and the rental payment due March 31st of the next calendar year would be the total of the rent accrued from January 1st to September 30th at the rate as adjusted by the CPU-1 on October 1st of the year previous to the one in which the rent accrued, and the rent that accrued from October 1st to December 31st at the rate as adjusted on October 1st.

10.6 Base Rent. Beginning as of the first day of the calendar month following the Effective Date through the Commencement Date, the Base Rent shall be \$10,000 per year, with such amount pro rated for any partial year through the Commencement Date. Beginning as of the Commencement Date, the Base Rent due hereunder shall be:

10.6.1 During the first ten (10) years after the Commencement Date Lessee shall pay rent of \$2,000 per year for each megawatt of wind generating capacity installed on the Leased

Property. Rental payable based on the generating capacity for each WTG shall be prorated to the date the WTG is placed in service. Once a WTG is placed in service, the rental based on that WTG shall accrue whether or not the WTG is operated but shall cease to accrue upon permanent removal of such WTG from service. For the purposes of this paragraph 10.6.1, the date a WTG is placed in service shall mean the date a WTG first delivers electrical energy to Transmission Facilities for sale to or use by an electrical energy provider.

10.6.2 Beginning on the tenth anniversary of the Commencement Date and on each annual anniversary date thereafter the rental amount for each megawatt of installed generating capacity shall be adjusted based on the Inflation Index using the last calendar year prior to the tenth anniversary as the base year. For example, if the tenth anniversary of the Commencement Date is March 1, 2019, the base year for the inflation index would be the calendar year beginning January 31, 2018 and ending December 31, 2018. The rental amount shall be adjusted each year thereafter by the Inflation Index to the base year determined as stated above.

10.6.3 On the tenth anniversary of the Commencement Date, after giving effect to the adjustment in (b) above, the rental amount shall be increased by \$1,000 for each megawatt of installed generation capacity. The \$1,000 increase shall be in addition to the rental rate then in effect, as adjusted for changes in the Inflation Index. For example, if the annual rental rate of \$2,000/mw/year had been adjusted to \$2,060 by the 1st year pursuant to (b) above, the rental rate for the 11th year would become \$3,060 for each megawatt of installed WTG capacity.

10.6.4 On the fifteenth anniversary of the Commencement Date, after giving effect to the adjustment in 10.6.2 above, the rental amount shall be increased by another \$1,000 for each megawatt of installed WTG capacity. The \$1,000 increase shall be in addition to the rental rate then in effect, as adjusted for changes in the Inflation Index. For example, if the annual rental rate of \$3,060/mw/year had been adjusted to \$3,533 by the 16th year pursuant to 10.6.2 above, the rental rate for the 16th year would become \$4,533 for each megawatt of installed generation capacity.

10.6.5 The rental rate shall be adjusted after the rental increase on the fifteenth anniversary of the Commencement Date only by the Inflation Index adjustment stated above. If this Lease is extended under the options to extend provided in paragraph 9.1, the rental amount shall continue to be adjusted annually by the Inflation Index.

10.6.6 Lessee shall give Lessor notice of each change in generation capacity installed on the Premises and the total installed generation capacity at the time each WTG is placed in service and at each time a WTG is permanently removed from service. For the purposes of this paragraph 10.6.6, a WTG shall be deemed permanently removed when the WTG and all related facilities have been removed and the site restored.

10.6.7 In addition to the foregoing, Lessee will pay an annual rental amount equal to twenty cents (\$0.20) per square foot for every square foot in excess of 2500 sq. feet of aggregate land surface associated with the total of control buildings, maintenance yards, and associated parking located on the Leased Property ("Footprint Rent"). Beginning on

the tenth anniversary of the Commencement Date and on each annual anniversary date thereafter such rental amount shall be adjusted based on the Inflation Index in the same manner as provided in 10.6.7 above. No such Footprint Rent applies to the Improvements enumerated in Section 3.1 hereof other than control buildings, maintenance yards, and associated parking.

10.7 Lessor's Taxes. Lessor will pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description (collectively, "Taxes") levied or assessed against the Leased Property and all improvements thereon other than (a) the Improvements and (b) any improvements placed on the Leased Property in connection with any Transmission Facilities Easement. Lessor shall provide Lessee with evidence that the entire Taxes bill covering the Leased Property (other than the Lessee Taxes, as defined in Subsection 10.8) has been paid at least twenty (20) days prior to the date(s) on which such Taxes payment would be delinquent. If Lessor does not provide Lessee with such evidence within five (5) days after receipt of written request for the same and if the Tax bill has not been paid, Lessee may, but shall not be obligated to, pay the taxing authorities the entire amount (including, but not limited to, any interest and penalties set forth thereon) due on the Taxes bill. Lessor shall reimburse Lessee such amount plus interest (computed from the date of Lessee's payment) at a rate equal to the lesser of (i) the prime rate of interest as quoted by Wells Fargo Bank, N.A. or its successor, or (ii) the maximum rate allowed by applicable law, or Lessee may offset such amount, together with such interest, against any payments due Lessor under this Lease.

10.8 Lessee's Taxes. Within twenty (20) days after Lessor receives the Taxes bill for any given year during the Initial Term or any extension thereof with respect to the leasehold estate created hereby or any real property owned by Lessee or any interconnecting utility, Lessor shall forward the same to Lessee. Lessee shall, prior to delinquency, pay directly to the taxing authority all property Taxes, if any, attributable to the leasehold estate created hereby and the Improvements on the Leased Property ("Lessee Taxes"). Lessee shall not be responsible for Taxes attributable to improvements installed by Lessor on the Leased Property or to the underlying value of the Leased Property itself nor shall Lessee be responsible for any Taxes that may be due and payable on the Leased Property on account of a change in ownership or use of the Leased Property, unless such change of use is attributable to Lessee as provided below. To the extent that any Lessee Taxes are jointly assessed with Taxes payable by Lessor, the Parties shall cooperate in a good faith effort to cause such Lessee Taxes to be separately assessed. Lessee shall also pay on behalf of or reimburse Lessor on or before the due date for any Greenbelt rollback tax assessments under the Utah Code Annotated Section 59-2-506 (if any) and any increase in ad valorem Taxes on the Premises resulting solely from Lessee's use of the Premises. With respect to any Lessee Taxes, Lessee shall have the right to contest the validity and/or amount of such Lessee Taxes; provided that if such Lessee Taxes create a lien on Lessor's interest in the Leased Property, then Lessee may only contest such Lessee Taxes if the proceeding in which it contests such Lessee Taxes operates to prevent or stay their collection or Lessee removes any such lien by bonding or otherwise. Lessor agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any such contested Lessee Taxes, including joining in the signing of any protests or pleading which Lessee may deem advisable to file;

provided, however, that Lessee shall reimburse Lessor for its reasonable out-of-pocket expenses, including attorneys' fees, incurred in connection with providing such services.

10.9 Utilities. To the extent that Lessee's use of the Leased Property or operation of any Wind Energy Improvement involves the joint use with Lessor of electricity, gas, telephone services or other utilities, the parties shall cooperate in good faith to apportion the cost of such utilities. Subject to the specific written consent of Lessor, Lessee may construct, install, maintain and use one or more water wells upon the Leased Property for potable water uses; in such event, Lessor shall retain ownership of all water available from such well(s), but Lessor will allow Lessee to use water from such wells at no cost to Lessee for the limited use of potable water reasonably necessary for Lessee's personnel and minor cleaning and maintenance. The water rights to be furnished at no cost by Lessor to Lessee shall not exceed 1.0 acre feet per year for all uses under this Lease, except upon the prior written consent of Lessor. Lessor shall have the right, but not the obligation, to conduct all proceedings before the Utah Division of Water Rights and in any judicial review proceedings for all applications pertaining to such water rights. Lessee shall bear the cost of all such proceedings. Lessor shall reasonably cooperate with Lessee to obtain such water rights approvals.

11. USE GOVERNMENTAL APPROVALS. Lessee's uses of the Leased Property are subject to receipt of all of the certificates, permits, zoning changes or variances, easements, rights of way, and other federal, state or local authorizations and/or approvals (collectively, the "**Governmental Approvals**") that may be required by any federal, state or local government, agency or other authority ("**Governmental Authorities**") under any applicable federal, state, or local law, rule, regulation, ordinance, statute, order or decree ("**Legal Requirements**") as well as satisfactory soil boring tests which will permit the Lessee use of the Leased Property as set forth above. Lessee shall have the right in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Leased Property, Transmission Facilities, Improvements, or Wind Energy Improvements of any Legal Requirement, Taxes or the like, now or hereafter made or issued by any Governmental Authority. Lessor shall cooperate in every reasonable way in such contest, at no material out-of-pocket expense to Lessor. If any of such Governmental Approvals should be finally rejected or denied or any Governmental Approval issued to the Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated, or soil boring tests are found to be unsatisfactory so that the Lessee in its sole discretion will be unable to use the Leased Property for its intended purposes or the Lessee determines that the Leased Property is no longer technically compatible for its intended use, the Lessee shall have the right to terminate this Lease. Notice of the Lessee's exercise of its right to terminate shall be given to the Lessor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Lessee. Except with respect to any surviving provisions hereof, including provisions with respect to indemnity, taxes, removal of Improvements and any outstanding rent due, this Lease shall become null and void and the Parties shall have no further obligations.

12. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

Lessee hereby represents, warrants and covenants to Lessor as follows:

12.1 Lessee's Authority. Lessee has full power, authority, capacity and legal right to enter into, execute and deliver this Lease. Each person signing this Lease on behalf of Lessee is authorized to do so. This Lease constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

12.2 Legal Status/Approvals. Lessee (a) is duly organized or formed, validly existing and in good standing under the laws of its state of organization or formation; (b) is duly qualified to transact business and is in good standing in the state of Utah; and (c) has full power and authority to lease the Leased Property and carry on its business as now conducted. Lessee has all necessary approvals, governmental and otherwise, to execute and deliver this Lease and the execution and delivery of this Lease by Lessee will not place Lessee in default of any agreements to which Lessee is a party or bound.

12.3 Liens. Lessee shall keep Lessor's interest in the Leased Property free and clear of all Liens and mechanics liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Leased Property in connection with Lessee's use of the Leased Property; provided, however, that if (a) such a Lien does arise on Lessor's interest in the Leased Property, (b) Lessee has a right to contest such Lien and (c) Lessee, within thirty (30) days after it receives notice of the filing of such Lien, either bonds around such Lien or establishes appropriate reserves therefore, or, otherwise, removes such Lien from the Leased Property pursuant to applicable law, then Lessee shall not be deemed to have breached this Section. Lessee shall indemnify and defend Lessor and the Premises against any lien or claim of lien arising in any way from Lessee's use of the Premises.

12.4 Hazardous Materials. Lessee shall not violate in any material respect any Legal Requirement relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future Legal Requirement (collectively, "**Hazardous Materials**") on or under the Leased Property. Lessee will at the end of this Lease remove any Hazardous Materials from the Premises deposited there by Lessee, except as specifically approved in writing by Lessor.

12.5 Estoppel Certificate by Lessee. Lessee shall at any time, and from time to time, within fifteen (15) days after a written request by Lessor, execute and deliver to Lessor a written statement certifying that this Lease is in full force and effect (or modified and stating the modification). Such statement shall also state that, to Lessee's knowledge, there are no defaults existing at the time of execution of the statement, or (to the extent applicable) if existing, the nature of such defaults.

12.6 Gates and Fences. Lessee shall have the right to install and maintain gates, cattle guards and other security structures where necessary or useful in connection with Lessee's use of the Leased Property. The location of all gates and fences remains subject to Lessor review pursuant to Section 8 above.

12.7 Bio-Security and Animal Welfare. If Lessor installs any animal husbandry facilities on the Premises, Lessee shall cause its personnel entering any such facility or bringing a vehicle within fifty yards of such facility to comply with Lessor's Bio-Security Management System and Animal Welfare System Requirements, each as currently in effect, or as supplemented or changed from time to time (copies of which shall promptly be provided to Lessee). Lessor shall be entitled to immediately prevent any officers, employees, agents, subcontractors, or others, as well as any equipment, materials, tools, or any other substance or item from entering or approaching any Lessor facility if such entry would breach Lessor's bio-security or animal welfare protocols.

13. LESSOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessor hereby represents, warrants, and covenants to Lessee as follows:

13.1 Lessor's Authority. Lessor has full power, authority, capacity and legal right to enter into, execute and deliver this Lease, and to assign, warrant, set-over, transfer and convey the Leased Property pursuant to the terms of this Lease. Each person signing this Lease on behalf of Lessor is authorized to do so. This Lease constitutes a valid and binding agreement enforceable against Lessor and the Leased Property in accordance with its terms.

13.2 Legal Status; Approvals. Lessor (a) is duly organized or formed, validly existing and in good standing under the laws of its state of organization or formation; (b) is duly qualified to transact business and is in good standing in the state of Utah; and (c) has full power and authority to own the Leased Property and carry on its business as now conducted and proposed to be conducted. Lessor has all necessary approvals to execute and deliver this Lease and the execution and delivery of this Lease by Lessor will not place Lessor in default of any agreements to which Lessor is a party or bound.

13.3 Quiet Use. Lessor covenants and agrees that Lessee shall have the quiet use and enjoyment of the Leased Property in accordance with the terms of this Lease without hindrance or interruption from Lessor or any other person or persons, subject to all items of record as of the date hereof or arising from prescriptive or adverse use of the Premises.

13.4 Liens.

13.4.1 Lessor represents that as of the Effective Date, to Lessor's knowledge without further inquiry, there are no liens, encumbrances, leases for wind energy or that will interfere with the rights granted to Lessee under this Lease, mortgages, deeds of trust, security interests, licenses, mineral estates, or other exceptions (collectively, "Liens") encumbering or affecting all or any portion of

the Leased Property that could materially and adversely affect Lessee's use of the Leased Property, except to the extent disclosed in the public record or arising from adverse or prescriptive uses not known to Lessor.

13.4.2 To Lessor's knowledge, there are no currently existing options, rights of refusal, sales contracts, or other such rights in favor of any third parties relating to the Leased Property or any interest therein that could materially interfere with the development, construction, installation, maintenance, or operation by Lessee of the Improvements or that allow any party other than Lessee to exploit the Wind Rights or that could materially and adversely affect Lessee's use of the Leased Property, except to the extent disclosed in the public record.

13.4.3 At Lessee's request, Lessor will use commercially reasonable efforts to remove, or subordinate to Lessee's reasonable satisfaction, any existing liens or encumbrances that, in the opinion of Lessee, materially interfere with Lessee's use of the Leased Property.

13.4.4 If, after the date hereof, Lessor creates or allows additional Liens with respect to the Leased Property or any part thereof, Lessor shall, prior to granting such Lien, notify such Lien holder of this Lease, and obtain from such holder a written subordination agreement with Lessee providing that such holder will (i) subordinate such Lien to Lessee's interest under this Lease, (ii) agree not to disturb Lessee's possession or rights under this Lease or terminate this Lease, so long as Lessor is not entitled to terminate this Lease under the provisions hereof, (iii) provide notice to Lessee, its Lenders and any Security Assignee under Section 17.2 of defaults under the Lien documents, and (iv) comply with such other requirements as may be reasonably required by Lessee, its Lenders and any Security Assignee under Section 17.2 to protect the interests of Lessee, its Lenders, or any Security Assignee under Section 17.2, all in a form reasonably acceptable to Lessee and in recordable form. Lessee may, at its sole option, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest to the extent of such cure, and the Lessee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease the sums paid by Lessee to cure or correct such defaults.

13.5 Requirements of Governmental Authorities. Lessor shall fully cooperate with Lessee, at no out-of-pocket expense to Lessor, in connection with (i) obtaining and complying with any land use, environmental or other Governmental Approvals required for the financing, construction, installation, relocation, replacement, maintenance, operation or removal of any Wind Energy Improvements, including without limitation execution of applications for such Approvals and (ii) providing affidavits or documents from Lessor customarily required by title companies.

13.6 Hazardous Materials. Lessor represents that to its knowledge: there are no Hazardous Materials located on the Leased Property in any amount which would require reporting under applicable Legal Requirements; the Leased Property has not been used for the generation, treatment, storage, or disposal of Hazardous Materials; and there are no underground storage tanks located on the Leased Property.

13.7 No Litigation. Lessor is not a party to any, and to Lessor's knowledge, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Lessor (a) challenging the validity or propriety of this Lease, the documents executed in connection herewith, and/or transactions contemplated in this Lease and/or such documents or (b) which could reasonably be expected to have a material adverse effect on the ownership, operation or value of the Leased Property or any part thereof or interest therein. Lessor shall promptly (i) inform Lessee of any disagreements, disputes, threatened litigation or pending litigation between any Lessor and any other party that may materially impact Lessee's use of the Leased Property, (ii) promptly give Lessee copies of any notices, correspondence or other written or digital communication received by Lessor in connection with any such disagreement, dispute, threatened litigation or pending litigation.

13.8 Estoppel Certificates from Lessor. Lessor shall at any time and from time to time, within fifteen (15) days after a written request by Lessee, execute and deliver to Lessee a written statement certifying that this Lease is in full force and effect (or modified and stating the modification). Such statement shall also state that, to Lessor's knowledge, there are no defaults existing at the time of execution of the statement, or (to the extent applicable) if existing, the nature of such defaults, and (b) attest to such other factual matters relating to this Lease as Lessee shall reasonably request.

13.9 Noise/Interference. Lessor acknowledges and agrees that incident to the uses permitted by the Lease shall be the continuous creation of audible and electromagnetic noise and interference, radio frequency interference or cell tower interference related to the maintenance, operation and use of the Wind Energy Improvements, including WTGs, Transmission Facilities and other Improvements, and as further set forth in Section 16.2, Lessor waives, on behalf of Lessor and its officers, employees, permittees, invitees and agents (the "Lessor Parties"), the right to make any claims for Losses as a result thereof.

13.10 No Liability for Failure to Develop or Operate. Lessor acknowledges and agrees that Lessee may or may not elect to construct, install or develop WTGs, Wind Energy Improvements, Transmission Facilities and/or Improvements on the Leased Property in its sole discretion, and Lessee shall have no responsibility or liability to Lessor or any other party in the event Lessee does not construct, install or develop WTGs, Wind Energy Improvements, Transmission Facilities and/or Improvements on the Leased Property. Furthermore, nothing in this Lease may be interpreted as imposing on Lessee, or any other party, any obligation to continuously operate any Wind Energy Improvements constructed, developed or installed on the Leased Property, subject to the provisions of 10.6.

13.11 Confidentiality. Lessor shall maintain in confidence, except to the extent required by law, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Lease, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Wind Energy Improvements whether disclosed by Lessee or discovered by Lessor, unless such information either (a) is in the public

domain by reason of prior publication through no act or omission of Lessor or the other Lessor Parties, or (b) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not publish or otherwise disclose such information to others, except as necessary to financial advisors, consultants, retained experts, constituent entities of any Lessor, and lawyers or other professionals, who receive such information under an obligation of confidentiality.

13.12 Surface Waivers. At its discretion, Lessee may seek executed waivers from each party owning or leasing a mineral interest underlying any portion of the Premises the development of which might interfere with Lessee's rights under this Lease by each such mineral owner or lessee, on terms reasonably satisfactory to Lessee. Lessor will use reasonable efforts to cooperate with Lessee in such efforts.

14. LESSEE INSURANCE. Prior to commencing any activities at the Premises, Lessee at its own cost and expense will obtain and maintain and comply with the following insurance requirements throughout the Initial Term and any extensions thereof:

14.1 General Liability. Lessee shall obtain and maintain, from an insurance company or companies and in a form acceptable to Lessor, a policy or policies of commercial general liability insurance, or its equivalent, covering all of Lessee's activities and operations on the Premises or that in any way may be the source of any liability claim against Lessor. Such policy or policies shall provide protection against liability for bodily injury and death and for damage to property. Liability coverage shall provide at least ONE MILLION DOLLARS (\$1,000,000.00) in any one occurrence, with an annual aggregate limit of at least \$2,000,000. Lessee shall have Lessor named as an additional insured on each such policy, or as an insured indemnitee, or provide contractual liability endorsement in favor of and satisfactory to Lessor.

14.2 Property Coverage for Lessee's Improvements. Lessee shall maintain commercially adequate property insurance for damage or destruction to its Improvements situated on the Premises.

14.3 Worker's Compensation. Lessee shall maintain any required workers' compensation insurance protecting against liability to each of its employees regarding activities and operations related to the transportation and delivery services required by this Lease. Employer liability coverage under workers' compensation shall be at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000) in all areas in which workers' compensation insurance provides coverage.

14.4 Auto and Truck Insurance. Lessee shall obtain vehicle insurance on all vehicles used on the Premises. This insurance coverage shall include liability coverage of at least ONE MILLION DOLLARS (\$1,000,000).

14.5 Evidence of Insurance. Lessee shall provide to Lessor, upon request, evidence of all insurance policies (or self-insurance plans) required under this

agreement. Such insurance policies shall provide for thirty (30) days written notice to Lessor prior to cancellation of any coverage required herein, unless a shorter notice period is approved in writing by Lessor. Lessor will consider in good faith, and will not unreasonably withhold its consent to, any request by Lessee to self-insure any of the required coverages upon a showing by Lessee of the legality of self-insurance and sufficient financial resources to support a self-insurance program.

14.6 Failure to Obtain Required Insurance. Failure to obtain satisfactory insurance and proof of insurance, or to provide self-insurance and evidence thereof, shall constitute a default under this Lease. If Lessee fails to obtain any types or amounts of insurance required under this Lease, Lessor shall have the right, but shall not be obligated, to immediately obtain such insurance and keep the same in effect. In such an event, Lessee shall pay Lessor the premium costs of such insurance and any other actual costs incurred by Lessor in obtaining such insurance within ten (10) days after demand.

14.7 Increase in Insurance Limits. Lessor may require by written notice an increase in the insurance limits specified in this Section 14 based on inflation or commercial adequacy. The inflation adjustment shall be made by one of the following methods:

14.7.1 The coverage limits for each policy of insurance required shall be increased on each five-year anniversary of the Effective Date using the Inflation Index, with 2007 as the base year, or another index approved in writing by Lessor, for each year that the Inflation Index is greater than the base year. The limits required by this paragraph shall not exceed commercially reasonable limits.

14.7.2 Notwithstanding the provision for inflation adjustment, if the policy limits established by such adjustment do not comply with applicable law or are substantially less than prevailing commercial practices for the activities conducted by Lessee, then upon request from Lessor to Lessee, Lessee shall revise its policies to provide commercially reasonable coverage limits.

15. LESSOR INSURANCE. If Lessor commences new and material commercial activities on the Premises, then at the request of Lessee, Lessor shall procure and maintain during the Initial Term and any extension thereof, at its sole cost and expense, a policy or policies of insurance in amounts not less than a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, insuring against any and all liability to the extent obtainable for injury or death of a person or persons or damage to property occasioned by or arising out of or in connection with Lessor's occupation and material use of the Leased Property. Lessee shall be named as an additional insured on such policy or policies. Lessor shall provide copies of certificates evidencing such coverage from time to time upon Lessee's request. The limits of any insurance coverage required under this Section 15 shall be subject to adjustment as required under Subsection 14.7.

16. INDEMNITY AND RELEASE.

16.1 Indemnity. To the fullest extent permitted by law, each Party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its consultants, owners, agents, employees, and any company of which such Party is a subsidiary or any company owned by an entity of which such Party is a subsidiary (the "Indemnified Parties") from and against claims, damages, losses and expenses, including, but not limited to attorneys fees (collectively, "Losses"), arising out of or resulting from (a) the Indemnifying Party's activities or operations (i) on the Premises or (ii) which may create any liability claim against the Indemnified Parties, including, without limitation, in the case of Lessee, liens for material or labor furnished to the Premises at the instance of Lessee, except to the extent that such Losses are caused by one or more Indemnified Parties, or (b) inaccuracies in or breaches of the Indemnifying Party's representations, warranties, covenants or agreements contained herein. Should either Party suffer a Loss because of an act or omission of the other Party, the other Party's employees or agents, or another for whose acts the other Party is legally liable, claim shall be made in writing to the other Party within a reasonable time after such Loss occurred. Any obligation of indemnity hereunder will be limited to claims in excess of \$10,000. This duty to indemnify the Indemnified Parties shall extend beyond termination of the Lease provided for in this Lease and shall continue for so long as the Indemnified Parties can be held liable for any claim or injury arising from any activities of Lessee, whether such activity occurs on the Premises or elsewhere.

16.2 Release by Lessor. LESSOR, ON ITS OWN BEHALF AND ON BEHALF OF EACH INDEMNIFIED PARTY, HEREBY IRREVOCABLY RELEASES AND DISCHARGES EACH LESSEE INDEMNIFIED PARTY FROM ANY LOSSES ATTRIBUTABLE TO (i) INTERFERENCE WITH WIND ON ANY PROPERTY OWNED IN WHOLE OR IN PART BY LESSOR THAT IS ADJACENT TO THE LEASED PROPERTY, OR (ii) AUDIBLE NOISE, ANY EFFECT OF ELECTROMAGNETIC FIELDS OR BACKGROUND STRAY VOLTAGE ON PERSONS OR LIVESTOCK, ELECTROMAGNETIC NOISE OR INTERFERENCE, RADIO FREQUENCY INTERFERENCE OR CELL TOWER INTERFERENCE, IN EACH CASE TO THE EXTENT CAUSED BY ANY OF THE IMPROVEMENTS.

17. ASSIGNMENT AND SUBDIVISION.

17.1 Assignment by the Parties. This Lease and the rights of any Party to this Lease and the Leased Property, Wind Energy Improvements, Transmission Facilities and Improvements may be assigned, encumbered, or mortgaged, in whole or in part, (and may be sublet by Lessee) without the prior written consent of the non-assigning Party, but no such assignment, encumbrance, mortgage, deed of trust, or sublease shall operate to enlarge the obligations or diminish the rights of the non-assigning Party hereto, nor relieve the assigning Party of its indemnification obligations hereunder (except as expressly provided below, with respect to the release of the assigning Party). Notwithstanding the foregoing, no assignment, encumbrance, mortgage, or sublease of this Lease or the rights of any Party hereunder or to the Leased Property, Wind Energy Improvements, Transmission Facilities or Improvements, however accomplished, shall be binding on the non-assigning Party until after the non-assigning Party has been furnished with written notice thereof and an executed original counterpart of the instrument establishing such

persons' rights under this Lease and/or to the Leased Property, Wind Energy Improvements, Transmission Facilities and Improvements. Except as otherwise provided herein, in the event of an assignment or sublease of this Lease by any Party hereto that is not for collateral or other security purposes, such Party shall be relieved of all obligations under this Lease as to the interest so assigned to the extent that such obligations relate to periods of time following such assignment and are assumed by the party to whom assigned, and liability for obligations relating to the interest so assigned and assumed and relating to the periods of time from and after such assignment shall rest exclusively upon such assignee; *provided*, that no such assignment shall release the assigning Party from its removal obligations under Section 21 hereof absent a demonstration to Lessor's reasonable satisfaction that the assignee is financially capable of assuming such obligations. Without limiting the generality of the foregoing, any such assignment shall not relieve the assigning Party from any obligation that arose or accrued prior to such assignment.

17.2 Security Assignment by Lessee; Cure Rights of Security Assignee.

17.2.1 In connection with Lessee's financing of the Project, Lessee and every successor and assign of Lessee may, without Lessor's prior written consent, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of Lessee's rights or interests in this Lease, or any part or parts thereof, or any of the Wind Energy Improvements, Improvements or Transmission Facilities, under one or more leasehold mortgage(s), or deed(s) of trust, and may assign this Lease, or any part or parts thereof, and any subleases as collateral security for such leasehold mortgage(s), upon the condition that all rights acquired under such leasehold mortgage(s) or trustee(s) shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Lease, and to all rights and interests of Lessor herein, none of which covenants, conditions, or restrictions is or shall be waived by Lessor by reason of the right given to so grant leasehold mortgages or deed(s) of trust with respect to such interest in this Lease.

17.2.2 If Lessee grants to any party (a "Security Assignee") a Lien on or security interest in all or any part of or any interest in its rights hereunder, Wind Energy Improvements, Transmission Facilities, or Improvements for security purposes, the Security Assignee shall have no obligation or liability under this Lease prior to the time, if ever, that that such Security Assignee succeeds to the rights of the Lessee under the Lease, or to the Wind Energy Improvements, Transmission Facilities or Improvements by foreclosure or conveyance in lieu of foreclosure.

17.2.3 A Security Assignee shall have the right, but not the obligation, at any time prior to the termination or exercise of any other remedy, to pay any or all amounts due from Lessee hereunder and to do any other act or thing required of Lessee as necessary to cure any Lessee default and to prevent the termination of the Lease or the exercise of any other remedy. Security Assignee shall be entitled to a minimum of thirty (30) days to cure a monetary default if Lessee fails to cure within Lessee's cure period, and sixty (60) days to cure a non-monetary default, if Lessee fails to cure within Lessee's cure period; provided, further, that such period shall be extended for non-monetary defaults as

reasonably necessary to effect a cure if and to the extent the same is not susceptible of cure within such sixty (60) day period but Security Assignee commences such cure within such period (or as soon as Security Assignee obtains possession of the Leased Property) and diligently prosecutes the same to completion. In furtherance of the foregoing, as a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Lessor shall give written notice of the alleged default to each Security Assignee of which Lessor has received notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged default and not less than thirty (30) days prior written notice of the date Lessor (subject to the notice provision set forth in Section 18.2) will commence the exercise of termination or any other remedy under this Lease. Upon any payment or cure by Security Assignee provided for in this Section 17.2.3, Security Assignee shall be subrogated to the rights of the Lessor in respect of the defaulted payment and interest payable thereon and shall be entitled to receive such defaulted payment and interest as shall be provided in the agreement or other instrument granting the Security Assignee a Lien or security interest in all or any part of or interest in this Lease, the Leased Property, the Wind Energy Improvement, Transmission Facilities or Improvements or as shall be provided in any other agreement between the Lessee and the Security Assignee, and Lessor shall not be entitled to terminate this Lease and any notice of termination or breach previously given shall be void.

17.2.4 There shall be no voluntary cancellation, surrender or amendment to this Lease by joint action of Lessor and Lessee without the prior written consent of the Secured Assignee.

17.2.5 Lessor shall execute any instruments that a Secured Party may reasonably request with respect to acknowledging (i) the right of Lessee or its assignee or sublessee to erect or install the Improvements, and that same shall not be deemed to be nor become part of the Premises, (ii) the right of the Secured Party to maintain a lien or security interest in the Improvements superior to any claim or interest of Lessor, and (iii) the right to remove any or all Improvements in the event of default in the instrument creating the lien or security interest, subject to the terms hereof regarding remediation of the Premises.

17.3 New Lease. If this Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding except in the case where Lessee shall elect to retain its rights under the Lease pursuant to Section 365(h) of the U.S. Bankruptcy Code or other similar applicable law, or the Lease is terminated by operation of law or as a result of any default, and within one hundred twenty (120) days after such rejection or termination a Security Assignee shall have arranged to the reasonable satisfaction of Lessor for the payment of all fees or other charges due and payable by Lessee as of the date of such rejection or termination, then Lessor shall execute and deliver to Security Assignee or its designee a new lease to the Leased Property which (a) shall be for a term equal to the remainder of the term of the Lease before giving effect to such rejection or termination, (b) shall contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee prior to rejection or termination of the Lease), (c) shall include that portion of the Lease, Leased Property, Wind Energy Improvements or Improvements in which Security Assignee had a

security interest on the date of rejection or termination, (d) shall enjoy the same priority as this Lease over any Lien or other interest created by Lessor, (e) may be made subject to the same security interest held by Security Assignee prior to any such rejection by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding; and, until such time as such new lease is executed and delivered, the Security Assignee may enter, use and enjoy the Leased Property and conduct operations thereon as if this Lease were still in effect.

17.4 Third Party Beneficiary. For purposes of enforcing its rights and remedies and the obligations of the Lessor and the Lessee under this Lease, Security Assignee shall be an express third party beneficiary thereof and may enforce such rights and remedies and such obligations of the Lessor and Lessee.

17.5 Subdivision/Separation. In order to satisfy the financing and transactional requirements of the separate Lenders and power purchasers of each Wind Energy Improvement, the Lessee may, upon prior written notice to Lessor and subject to applicable law, (i) subdivide the leasehold estate and all rights and obligations of Lessee granted hereby into separate leasehold estates (the "Subdivided Leaseholds"), referencing specific portions of the Premises to be included in each Subdivided Leasehold; and (ii) assign each Subdivided Leasehold to a single purpose limited liability company or legal entity that will own the Wind Energy Improvement located within the Subdivided Leasehold. In lieu of such subdivisions, at the request of Lessee, Lessor and Lessee will (i) amend this Lease to remove portions of the Leased Property other than that required for the initial Wind Energy Improvement; and (ii) cause Lessor and any designee of Lessee to execute one or more separate leases with respect to such removed portions of the Leased Property, each in form and substance materially identical to this Lease (with such changes as shall be necessary to reflect such removal). In order to comply with the separate financial and security requirements of separate Wind Energy Improvements, the segregated leasehold estates will not be subject to cross defaults with each other, allowing each lessee and its Security Assignees to enjoy quiet title to their respective leasehold rights and interests regardless of any default of another lessee.

18. DEFAULT AND TERMINATION.

18.1 Lessee's Right to Terminate. In addition to its other termination rights herein, Lessee shall have the right to terminate the Lease as to all or any part of the Leased Property at any time, effective upon thirty (30) days' written notice to Lessor from Lessee.

18.2 Lessor's Right to Terminate. Subject to Section 17.2.3, Lessor shall have the right to terminate the Lease if (a) a material default in the performance of Lessee's obligations under this Lease shall have occurred and remains uncured, (b) Lessor notifies Lessee and Security Assignee in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default, and (c)(i) if the default is a failure to pay undisputed charges or sums due and payable, then if the default, shall not have been remedied within sixty (60) days after Lessee and Security Assignee receive notice thereof, or (ii) if the default is other than a payment default described in clause (c)(i), then if the default shall not have been remedied within one hundred twenty (120)

days after Lessee and Security Assignee receive notice thereof, or if the default will take longer than one hundred twenty (120) days for Lessee to remedy, Lessee is not working diligently to remedy such default.

18.3 Effect of Termination. Upon termination of the Lease, whether as to the entire Leased Property or a portion thereof, Lessee shall, upon written request by Lessor, prepare and place of record in the county or counties in which the Leased Property is located, a release of all of Lessee's right, title and interest in and to the Leased Property, or to that part thereof as to which the Lease has been terminated. Subject to Section 21, following termination of the Lease as to all or any part of the Leased Property, Lessee shall peaceably and quietly leave, surrender and return the Leased Property (or applicable portion thereof) to Lessor. All further rights and obligations of Lessor and Lessee under this Lease will cease and terminate as of the date of any termination with respect or in regard to the Leased Property, or to that part as to which the Lease has been terminated; except for the provisions of Section 21 and those obligations that expressly survive the termination of this Lease.

18.4 Remedies. If either Lessor or Lessee breaches this Lease, the non-breaching Party shall have all rights and remedies available to such non-breaching Party at law and in equity. In consideration of the investment being made by Lessee in reliance on the provisions herein, including Sections 3 and 4 hereto regarding coordination of Lessor and Lessee activities on the Premises, Lessee shall have the special remedy of specific enforcement with respect to Lessor breaches of this Agreement that adversely affect the operation of any Wind Energy Improvement. In order to protect its investment in future agricultural installations, Lessor shall have the special remedy of specific performance with respect to the bio-security provisions set forth in Section 12.7.

18.5 Safety Risks/Emergency. Notwithstanding any other term hereof, Each Party may undertake such actions as may be reasonable under the circumstances to avoid imminent death, injury or damage to the persons or property of themselves or others, without incurring liability hereunder or to avoid violation of any federal, state, or local government, agency, or other authority under any applicable federal, state, or local law, rule, regulation, ordinance, statute, order, or decree. Lessor may undertake any action it deems necessary under the circumstances to cure a breach by Lessee of Lessor's Bio-Security Management System or Animal Welfare System requirements, and Lessee shall reimburse Lessor the reasonable cost of any such cure.

19. CONDEMNATION.

19.1 Complete Taking. If during the Initial Term or any extension thereof there shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, the entire Leased Property or any substantial portion of the Leased Property which is sufficient to render the remaining portion thereof unsuitable, in the sole judgment of Lessee, for restoration for continued use by Lessee for the purposes of this Lease, Lessee shall have the right to terminate this Lease as of the date of such taking. Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation from the condemning authority for any Loss caused by such condemnation.

19.2 Partial Taking. If during the Term there shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, a portion of the Leased Property which is not sufficient to require termination of this Lease as provided in Section 19.1 above, then this Lease shall continue in full effect as to the untaken portion notwithstanding such taking, and the rent payable hereunder shall be equitably adjusted based on the circumstances. In the event of any lesser taking as described in this Section 19.2, Lessee shall be entitled to the portion of the net award for such taking (whether paid by way of damages, rent or otherwise) allocable to the Improvements placed on the Leased Property by Lessee, or to the relocation of the same.

19.3 Apportionment, Distribution of Award. On any taking, all sums awarded shall be apportioned between the Parties in proportion to their respective: (i) costs of relocating or removing property; (ii) anticipated lost revenues or profits; (iii) other remaining values of their respective interests.

20. RIGHTS UPON SALE. If Lessor desires during the Initial Term or any extension thereof to sell, transfer or otherwise dispose (a "Sale") of all or any portion of its interest in the Leased Property to a third party ("Purchaser"), Lessor shall (a) obtain from the Purchaser a *bona fide* written offer to acquire such interest, stating the terms and conditions upon which the Sale is to be made and the consideration offered therefore, and (b) give written notification to Lessee of its intention to so sell or otherwise dispose of its interest in the Leased Property, which notification shall be accompanied by a copy of Purchaser's offer. Lessee shall have the option to purchase all but not less than all of the interest in the Leased Property offered by Lessor upon the same terms and conditions as offered by the Purchaser, which option may be exercised by giving written notification to Lessor within twenty (20) days after notice of Lessor's intent to sell or otherwise dispose of the interest in the Leased Property. If Lessee fails to timely exercise its purchase option, Lessor shall be entitled to consummate the Sale to the Purchaser upon terms and conditions that are materially no less favorable than are set forth in Purchaser's offer, with such Purchaser taking subject to this Lease. If Lessee timely elects to exercise its purchase option, it shall designate the time, date, and place of closing, provided that the date of closing shall be within sixty (60) days of the date of Lessee's exercise of its purchase option.

21. REMOVAL UPON TERMINATION. Upon termination of the Lease, Lessee shall, within ninety (90) days, remove its building(s), equipment, cables, fixtures, and all personal property and otherwise restore the Premises, reasonable wear and tear and casualty excepted, it being understood that WTG foundations shall be removed to at least five feet (5') below grade and covered with topsoil, and at the request of Lessor, any access roads and crane pads will be contoured to match the surrounding terrain and seeded. Lessor agrees and acknowledges that all of the Improvements, equipment, fixtures and personal property of Lessee shall remain the property of Lessee, and Lessee shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Lessee to remain on the Premises after the 90th day following termination of this Lease, Lessee shall pay Base Rent at the then existing monthly rate until such time as the removal of the

building(s), equipment, cables, fixtures and all personal property are completed. Lessee shall be responsible to remove any hazardous materials or environmental contamination from the Premises that it caused to be located thereon.

22. MISCELLANEOUS.

22.1 Force Majeure. If performance of this Lease or of any obligation hereunder (other than an obligation to pay any amounts described in Section 10) is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected Party shall be excused from such performance to the extent of and for the duration of such prevention, restriction, or interference. The affected Party shall promptly notify the other Party in writing of the event of Force Majeure and shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. The term "Force Majeure" means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including, but not limited to, acts of God, labor unrest (including, but not limited to, slowdowns, picketing, boycotts or strikes), floods, earthquakes, storms, fires, lightning, explosions, power failures or power surges, vandalism, theft, terrorism, the unauthorized cutting of power, transmission or other lines, wires or cables to a Wind Energy Improvement, epidemics, wars, revolutions, riots, civil disturbances, sabotage, changes in law or applicable regulations subsequent to the date hereof and actions or inactions by any federal, state or local legislative, executive, administrative judicial agency or body which in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

22.2 Exclusion of Warranties. Lessor and Lessee specifically acknowledge that Lessee is responsible to evaluate the condition and suitability of the Leased Property for use by Lessee for the purposes set out in this Lease. LESSOR EXPRESSLY EXCLUDES ANY WARRANTY THAT THE PREMISES OR ANY IMPROVEMENTS OR EQUIPMENT LOCATED ON THE PREMISES ARE SUITABLE OR FIT FOR LESSEE'S USE FOR THE PURPOSES INTENDED BY LESSEE OR FOR ANY PURPOSE.

22.3 Further Assurances. Each Party shall, whenever reasonably requested by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to carry out the terms and provisions of this Lease.

22.4 Severability. If, at any time, any provision of this Lease is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions hereof nor shall the legality, validity, or enforceability of such provision under the law of any other jurisdiction

in any way be affected or impaired thereby and the Parties shall promptly negotiate to restore this Lease as near as possible to its original intent and economic effect.

22.5 Tax Credits. Lessee and Lessor acknowledge and agree that as between Lessee and Lessor, Lessee is, to the extent allowed by law, to have the benefit of all federal, state, and local tax credits and other benefits associated with the generation of electricity from a "clean" or renewable power source. Except as provided above, if under applicable law the holder of a leasehold interest becomes ineligible for any tax credit, benefit, or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, Lessor and Lessee, to the extent practicable, shall amend this Lease or replace it with a different instrument, so as to convert Lessee's interest in the Leased Property to a substantially equivalent interest that makes Lessee eligible for such tax credit, benefit, or incentive; provided, however, that any such change shall not materially reduce Lessor's rights or benefits hereunder.

22.6 No Partnership. Nothing contained in this Lease shall be construed to create a partnership or joint venture between the Parties or their successors in interest and Lessor shall not have any ownership in the Wind Energy Improvements or any rights to the electricity generated thereby except and to the extent set forth in a written agreement by and between Lessor and Lessee.

22.7 Construction. The Parties acknowledge that their attorneys have reviewed and revised this Lease and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto. Each Party was represented by legal counsel in the negotiations of this Lease.

22.8 Counterparts. This Lease may be executed by facsimile [provided that a duplicate copy with an original signature is transmitted to the other Party within the following ten (10) days] and in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

22.9 Integration. This Lease contains all agreements, promises and understandings between the Lessor and the Lessee and that no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or the Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the Parties. This lease supersedes in all respects that certain Option Agreement between the parties hereto, dated October 8, 2003, as subsequently amended on April 15, 2005 and April 1, 2006, and such Option Agreement is of no further effect.

22.10 Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Utah.

22.11 Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the

courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

to the Lessor: Circle Four LLC

 ATTN: Jim Webb
 Circle Four Farms
 P.O. Box 100
 Milford, UT 84751-0100

with a copy (which shall not constitute notice) to:

 Waddingham & Peterson, P.C.
 Attorneys at Law
 362 West Main
 Delta, UT 84624

to the Lessee: Milford Wind Corridor Phase I, LLC
 c/o UPC Wind Management, LLC
 100 Wells Avenue, Suite 201

 Newton, MA 02459

with a copy to:

 UPC Wind Management, LLC
 100 Wells Ave., Suite 201
 Newton, MA 02459

 Attn: General Counsel

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

22.12 Successors. This Lease shall extend to and bind the heirs, personal representatives, successors, trustees, and assigns of the Parties hereto.

22.13 Recording. The Lessor agrees to the recordation of this Lease, or at the request of Lessee, to execute a Memorandum(s) of this Lease, which the Lessee may record at the appropriate Recorder's Office for the county or counties in which the Premises are located. The date set forth in any Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

22.14 Casualty. In the event of damage by fire or other casualty whatsoever to the Leased Property that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Premises is damaged by fire or other casualty whatsoever so that such damage may reasonably be expected to disrupt the Lessee's operations at the Premises for more than forty-five (45) days, or if any event makes it impossible for the Lessee to effectively and practicably operate Lessee's business at a reasonable profit as determined by Lessee, then the Lessee may at any time following such fire or other casualty or event, terminate this Lease upon sixty (60) days written notice to the Lessor. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease, and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease.

22.15 Submission of Lease. The submission of this Lease for examination does not constitute an offer to lease the Premises, and this Lease becomes effective only upon the full execution of this Lease by the Parties.

22.16 Authority to Execute Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

22.17 Applicable Legal Requirements. The Lessee shall use the Leased Property as may be required or as permitted by applicable Legal Requirements. The Lessee agrees to keep the Leased Property in material conformance with all applicable Legal Requirements and agrees to reasonably cooperate with the Lessor regarding any compliance required by the Lessor in respect to its use of the Premises.

22.18 Arbitration.

22.18.1 Any claim shall, at the request of either Party, be referred to a senior representative of each of the Parties for resolution on an informal basis as promptly as practicable. If the senior representatives are unable to resolve the dispute within thirty (30) calendar days of such referral or such other period as the Parties may mutually agree, the Parties may submit the matter to binding arbitration in accordance with this Section 22.18.

22.18.2 Any controversy arising out of or relating to this Lease, including but not limited to the interpretation of the Lease, may be subject to arbitration upon the mutual agreement of the Parties. Should the Parties elect to proceed with arbitration, an award shall be final and judgment may be entered on the award. All Parties to this Lease are bound, each to the other, by this arbitration clause, provided that each such Party has signed this Lease or has signed another agreement or document that incorporates this Lease by reference, or signs any other agreement to be bound by this arbitration clause.

22.18.3 The Parties hereto agree to be bound by the Utah Uniform Arbitration Act, Utah Code Ann. §§ 78-31a-101, et seq, or any subsequent recodification or enactment of a replacement to these provisions. The arbitrators shall apply Utah law in evaluating the evidence presented.

22.18.4 Arbitration shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time arbitration is initiated. The scope of the arbitration shall be determined by the arbitrator or arbitrators depending upon the size of the claim and the controlling Commercial Arbitration Rules. The arbitration hearings shall be held at the Offices of the American Arbitration Association located in Salt Lake City, Utah. Should any Party refuse or neglect to appear or participate in the arbitration proceedings after due notice, the arbitrator or arbitrators are empowered to decide the controversy in accordance with whatever evidence is presented ex parte. Each side shall bear its own costs and attorney fees incurred for the time, expense, and trouble of the arbitration. The costs and fees associated with pursuing the arbitration with the American Arbitration Association shall be borne equally by all the parties.

22.18.5 This Section 22.18 shall survive the termination or expiration of this Agreement.

22.18.6 Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

22.19 Captions. The captions contained in this Lease are inserted for convenience only and are not intended to be part of this Lease. They shall not affect or be utilized in the construction or interpretation of this Lease.

22.20 Publicity: Neither Party shall use the name, trademark, logo, or other identifying information of the other Party or its affiliates in any publicity display or advertising without the other Party's prior written approval.

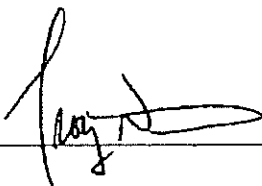
22.21 Survival. Any provision of this Lease that expressly or by implication comes into or remains in force following the termination of this Lease shall survive the termination or expiration of this Lease for the period set forth in such provision, or if no period is set forth in such provision, for the period that is coextensive with the applicable statute of limitations. The provisions of the Lease relating to indemnification from one Party to the other Party for events prior to such termination shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

22.22 Attorneys Fees. Each Party shall bear its own attorney's fees and costs incurred in connection with any claim, controversy or dispute arising under or in connection with this Lease.

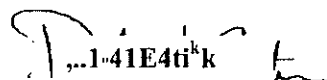
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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS:



LESSOR _____

By: 
Name: DL4 / *Project Manager*

CIRCLE FOUR LLC

Name:

By: _____

Title:

WITNESS:

LESSEE:

MILFORD WIND CORRIDOR PHASE I,
LLC

By: _____
Name:

Title:

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS:

LESSOR:

CIRCLE FOUR LLC

By: _____

Name:

Title:

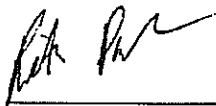
By: _____

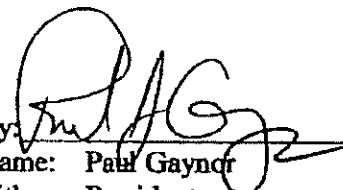
Name:

Title:

WITNESS:

LESSEE:



By: 
Name: Paul Gaynor
Title: President

Acknowledgment of Lessor

STATE OF _____)

: SS.

COUNTY OF _____)

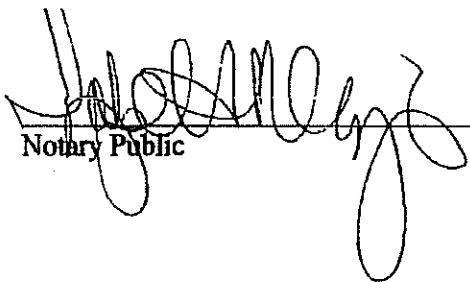
On this _____ day of _____, 2007, personally appeared before me _____, who, being by me duly sworn, did say that he is the manager of CIRCLE FOUR, LLC and that the foregoing instrument was signed by him in behalf of said limited liability company, by authority, and said limited liability company executed the same.

Notary Public

Acknowledgment of Lessee

STATE OF California)
: SS.

On this 22nd day of Feb⁴. 2007, personally appeared before me Paul Gaynor, who, being by me duly sworn, did say that he is the President of MILFORD WIND CORRIDOR PHASE I, LLC and that the foregoing instrument was signed by Paul Gaynor in behalf of said limited liability company, by authority, and s. limited liability company executed the same.

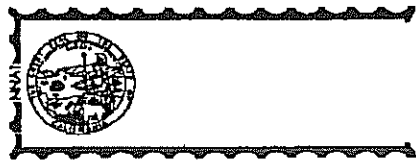


Notary Public

Acknowledgment of Lessor

[ZAMA MAZUREK
Commission #
1667285 Notary
Public - California t

San Diego County -
My Comm. Expires May
16, 2010



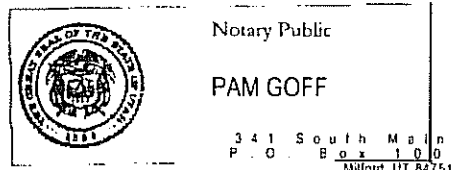
Acknowledgment of Lessor

STATE OF al idt.>

ss.

On this 22 day of October COUNTY OF Gal. l-eit

[Signature]
Notary Public



Acknowledgment of Lessee

STATE OF _____ : ss.

nd.d ay of relyj, 2007, personally appeared before me

, who, being b me duly sworn, did say that he is the manager of CIRCL FOUR, LLC and that the foregoing instrument was signed by him in behalf of said limited liability company, by authority, and said limited liability company executed the same.

COUNTY OF _____)

On this _____ day of _____, 2007, personally appeared before me

_____, who, being by me duly sworn, did say that he is the _____ of MILFORD WIND CORRIDOR PHASE I, LLC and that the foregoing instrument was signed

by _____ in behalf of said limited liability company, by authority, and said limited liability company executed the same.

Acknowledgment of Lessor

Notary Public

Exhibit A

PREMISES

The Premises consist of the following Parcels located in Beaver County and Millard County, Utah:

PARCEL 1:

LOTS 3 AND 4; THE EAST HALF OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 2:

ALL OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 3:

LOTS 3 AND 4; THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 4:

THE EAST HALF AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 5:

THE NORTH HALF OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 6:

THE WEST HALF OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 7:

THE SOUTH HALF OF SECTION 14, TOWNSHIP 26 SOUTH,
RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 8:

THE EAST HALF OF SECTION 15, TOWNSHIP 26 SOUTH,
RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 9:

ALL OF SECTION 23, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 10:

ALL OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 11:

ALL OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 12:

ALL OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 13:

THE EAST HALF OF SECTION 33, TOWNSHIP 26 SOUTH,
RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 14:

ALL OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 15:

ALL OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 16:

LOTS 1, 2, 3 AND 4 AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 17:

THE NORTH HALF OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 18:

ALL OF SECTION 11, TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 19:

LOTS 3 AND 4; THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 20:

LOTS 1, 2, 3 AND 7; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 21:

LOTS 4, 5, 6, 8, 9, 10 AND 11, SECTION 3, TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 22:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 23:

THE WEST HALF OF SECTION 17, TOWNSHIP 26 SOUTH,
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 24:

THE WEST HALF OF SECTION 20, TOWNSHIP 26 SOUTH,
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 25:

THE WEST HALF OF THE WEST HALF; THE EAST HALF OF
THE NORTHWEST QUARTER AND THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 29, TOWNSHIP 26 SOUTH, RANGE 9 WEST,
SALT LAKE BASE AND MERIDIAN.

PARCEL 26:

LOTS 3 AND 4; THE SOUTH HALF OF THE NORTHWEST
QUARTER; THE NORTH HALF OF THE SOUTHWEST
QUARTER AND THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 27
SOUTH, RANGE 9 WEST, SALT LAKE BASE AND
MERIDIAN.

PARCEL 27:

THE SOUTH HALF OF SECTION 31, TOWNSHIP 25,
SOUTH, RANGE 9 WEST, SALT LAKE BASE AND
MERIDIAN.

PARCEL 28:

ALL OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE
9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 29:

THE NORTHEAST QUARTER OF SECTION 33,
TOWNSHIP 25 SOUTH, RANGE 9 WEST, SALT LAKE
BASE AND MERIDIAN.

PARCEL 30:

THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP
25 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND
MERIDIAN.

PARCEL 31:

THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26
SOUTH, RANGE 9 WEST, SALT LAKE BASE AND
MERIDIAN.

PARCEL 32:

THE SOUTH HALF OF SECTION 29, TOWNSHIP 25
SOUTH, RANGE 9 WEST, SALT LAKE BASE AND
MERIDIAN.

PARCEL 33:

THE SOUTH HALF OF SECTION 30, TOWNSHIP 25
SOUTH, RANGE 9 WEST, SALT LAKE BASE AND
MERIDIAN.

PARCEL 34:

THE NORTH HALF OF SECTION 29, TOWNSHIP 25
SOUTH, RANGE 9 WEST, SALT LAKE BASE AND
MERIDIAN.

LESS: THE SOUTH HALF OF THE NORTHWEST QUARTER
OF SAID SECTION 29.

APPENDIX I

Guaranteed Generation and Prepayment Amount Table

<u>Guaranteed Generation (MWh)</u>		<u>Prepayment Amount (\$)</u>
<u>From</u>	<u>Through and Including</u>	
8,490,000	8,500,000	269,502,397
8,480,000	8,489,980	269,308,470
8,470,000	8,479,980	269,114,544
8,460,000	8,469,980	268,920,617
8,450,000	8,459,980	268,726,691
8,440,000	8,449,980	268,532,764
8,430,000	8,439,980	268,338,838
8,420,000	8,429,980	268,144,911
8,410,000	8,419,980	267,950,985
8,400,000	8,409,980	267,757,058
8,390,000	8,399,980	267,563,132
8,380,000	8,389,980	267,369,205
8,370,000	8,379,980	267,175,279
8,360,000	8,369,980	266,981,353
8,350,000	8,359,980	266,787,426
8,340,000	8,349,980	266,593,500
8,330,000	8,339,980	266,399,573
8,320,000	8,329,980	266,205,647
8,310,000	8,319,980	266,011,720
8,300,000	8,309,980	265,817,794
8,290,000	8,299,980	265,623,867
8,280,000	8,289,980	265,429,941
8,270,000	8,279,980	265,236,014
8,260,000	8,269,980	265,042,088
8,250,000	8,259,980	264,848,161
8,240,000	8,249,980	264,654,235
8,230,000	8,239,980	264,460,309
8,220,000	8,229,980	264,266,382
8,210,000	8,219,980	264,072,456
8,200,000	8,209,980	263,878,529
8,190,000	8,199,980	263,684,603
8,180,000	8,189,980	263,490,676
8,170,000	8,179,980	263,296,750
8,160,000	8,169,980	263,102,823
8,150,000	8,159,980	262,908,897
8,140,000	8,149,980	262,714,970

8,130,000	8,139,980	262,521,044
8,120,000	8,129,980	262,327,118
8,110,000	8,119,980	262,133,191
8,100,000	8,109,980	261,939,265
8,090,000	8,099,980	261,745,338
8,080,000	8,089,980	261,551,412
8,070,000	8,079,980	261,357,485
8,060,000	8,069,980	261,163,559
8,050,000	8,059,980	260,969,632
8,040,000	8,049,980	260,775,706
8,030,000	8,039,980	260,581,779
8,020,000	8,029,980	260,387,853
8,010,000	8,019,980	260,193,926
8,000,000	8,009,980	260,000,000
7,990,000	7,999,980	259,806,074
7,980,000	7,989,980	259,612,147
7,970,000	7,979,980	259,418,221
7,960,000	7,969,980	259,224,294
7,950,000	7,959,980	259,030,368
7,940,000	7,949,980	258,836,441
7,930,000	7,939,980	258,642,515
7,920,000	7,929,980	258,448,588
7,910,000	7,919,980	258,254,662
7,900,000	7,909,980	258,060,735
7,890,000	7,899,980	257,866,809
7,880,000	7,889,980	257,672,882
7,870,000	7,879,980	257,478,956
7,860,000	7,869,980	257,285,030
7,850,000	7,859,980	257,091,103
7,840,000	7,849,980	256,897,177
7,830,000	7,839,980	256,703,250
7,820,000	7,829,980	256,509,324
7,810,000	7,819,980	256,315,397
7,800,000	7,809,980	256,121,471
7,790,000	7,799,980	255,927,544
7,780,000	7,789,980	255,733,618
7,770,000	7,779,980	255,539,691
7,760,000	7,769,980	255,345,765
7,750,000	7,759,980	255,151,839
7,740,000	7,749,980	254,957,912
7,730,000	7,739,980	254,763,986
7,720,000	7,729,980	254,570,059
7,710,000	7,719,980	254,376,133
7,700,000	7,709,980	254,182,206

7,690,000	7,699,980	253,988,280
7,680,000	7,689,980	253,794,353
7,670,000	7,679,980	253,600,427
7,660,000	7,669,980	253,406,500
7,650,000	7,659,980	253,212,574
7,640,000	7,649,980	253,018,647
7,630,000	7,639,980	252,824,721
7,620,000	7,629,980	252,630,795
7,610,000	7,619,980	252,436,868
7,600,000	7,609,980	252,242,942
7,590,000	7,599,980	252,049,015
7,580,000	7,589,980	251,855,089
7,570,000	7,579,980	251,661,162
7,560,000	7,569,980	251,467,236
7,550,000	7,559,980	251,273,309
7,540,000	7,549,980	251,079,383
7,530,000	7,539,980	250,885,456
7,520,000	7,529,980	250,691,530
7,510,000	7,519,980	250,497,603
7,500,000	7,509,980	250,303,677
7,490,000	7,499,980	250,109,751
7,480,000	7,489,980	249,915,824
7,470,000	7,479,980	249,721,898
7,460,000	7,469,980	249,527,971
7,450,000	7,459,980	249,334,045
7,440,000	7,449,980	249,140,118
7,430,000	7,439,980	248,946,192
7,420,000	7,429,980	248,752,265
7,410,000	7,419,980	248,558,339
7,400,000	7,409,980	248,364,412
7,390,000	7,399,980	248,170,486
7,380,000	7,389,980	247,976,559
7,370,000	7,379,980	247,782,633
7,360,000	7,369,980	247,588,707
7,350,000	7,359,980	247,394,780
7,340,000	7,349,980	247,200,854
7,330,000	7,339,980	247,006,927
7,320,000	7,329,980	246,813,001
7,310,000	7,319,980	246,619,074
7,300,000	7,309,980	246,425,148
7,290,000	7,299,980	246,231,221
7,280,000	7,289,980	246,037,295
7,270,000	7,279,980	245,843,368
7,260,000	7,269,980	245,649,442

7,250,000	7,259,980	245,455,516
7,240,000	7,249,980	245,261,589
7,230,000	7,239,980	245,067,663
7,220,000	7,229,980	244,873,736
7,210,000	7,219,980	244,679,810
7,200,000	7,209,980	244,485,883
7,190,000	7,199,980	244,291,957
7,180,000	7,189,980	244,098,030
7,170,000	7,179,980	243,904,104
7,160,000	7,169,980	243,710,177
7,150,000	7,159,980	243,516,251
7,140,000	7,149,980	243,322,324
7,130,000	7,139,980	243,128,398
7,120,000	7,129,980	242,934,472
7,110,000	7,119,980	242,740,545
7,100,000	7,109,980	242,546,619
7,090,000	7,099,980	242,352,692
7,080,000	7,089,980	242,158,766
7,070,000	7,079,980	241,964,839
7,060,000	7,069,980	241,770,913
7,050,000	7,059,980	241,576,986
7,040,000	7,049,980	241,383,060
7,030,000	7,039,980	241,189,133
7,020,000	7,029,980	240,995,207
7,010,000	7,019,980	240,801,280
7,000,000	7,009,980	240,607,354
6,990,000	6,999,980	240,413,428
6,980,000	6,989,980	240,219,501
6,970,000	6,979,980	240,025,575
6,960,000	6,969,980	239,831,648
6,950,000	6,959,980	239,637,722
6,940,000	6,949,980	239,443,795
6,930,000	6,939,980	239,249,869
6,920,000	6,929,980	239,055,942
6,910,000	6,919,980	238,862,016
6,900,000	6,909,980	238,668,089
6,890,000	6,899,980	238,474,163
6,880,000	6,889,980	238,280,237
6,870,000	6,879,980	238,086,310
6,860,000	6,869,980	237,892,384
6,850,000	6,859,980	237,698,457
6,840,000	6,849,980	237,504,531
6,830,000	6,839,980	237,310,604
6,820,000	6,829,980	237,116,678

6,810,000	6,819,980	236,922,751
6,800,000	6,809,980	236,728,825
6,790,000	6,799,980	236,534,898
6,780,000	6,789,980	236,340,972
6,770,000	6,779,980	236,147,045
6,760,000	6,769,980	235,953,119
6,750,000	6,759,980	235,759,193
6,740,000	6,749,980	235,565,266
6,730,000	6,739,980	235,371,340
6,720,000	6,729,980	235,177,413
6,710,000	6,719,980	234,983,487
6,700,000	6,709,980	234,789,560
6,690,000	6,699,980	234,595,634
6,680,000	6,689,980	234,401,707
6,670,000	6,679,980	234,207,781
6,660,000	6,669,980	234,013,854
6,650,000	6,659,980	233,819,928
6,640,000	6,649,980	233,626,001
6,630,000	6,639,980	233,432,075
6,620,000	6,629,980	233,238,149
6,610,000	6,619,980	233,044,222
6,600,000	6,609,980	232,850,296
6,590,000	6,599,980	232,656,369
6,580,000	6,589,980	232,462,443
6,570,000	6,579,980	232,268,516
6,560,000	6,569,980	232,074,590
6,550,000	6,559,980	231,880,663
6,540,000	6,549,980	231,686,737
6,530,000	6,539,980	231,492,810
6,520,000	6,529,980	231,298,884
6,510,000	6,519,980	231,104,957
6,500,000	6,509,980	230,911,031
6,490,000	6,499,980	230,717,105
6,480,000	6,489,980	230,523,178
6,470,000	6,479,980	230,329,252
6,460,000	6,469,980	230,135,325
6,450,000	6,459,980	229,941,399
6,440,000	6,449,980	229,747,472
6,430,000	6,439,980	229,553,546
6,420,000	6,429,980	229,359,619
6,410,000	6,419,980	229,165,693
6,400,000	6,409,980	228,971,766
6,390,000	6,399,980	228,777,840
6,380,000	6,389,980	228,583,914

6,370,000	6,379,980	228,389,987
6,360,000	6,369,980	228,196,061
6,350,000	6,359,980	228,002,134
6,340,000	6,349,980	227,808,208
6,330,000	6,339,980	227,614,281
6,320,000	6,329,980	227,420,355
6,310,000	6,319,980	227,226,428
6,300,000	6,309,980	227,032,502
6,290,000	6,299,980	226,838,575
6,280,000	6,289,980	226,644,649
6,270,000	6,279,980	226,450,722
6,260,000	6,269,980	226,256,796
6,250,000	6,259,980	226,062,870
6,240,000	6,249,980	225,868,943
6,230,000	6,239,980	225,675,017
6,220,000	6,229,980	225,481,090
6,210,000	6,219,980	225,287,164
6,200,000	6,209,980	225,093,237
6,190,000	6,199,980	224,899,311
6,180,000	6,189,980	224,705,384
6,170,000	6,179,980	224,511,458
6,160,000	6,169,980	224,317,531
6,150,000	6,159,980	224,123,605
6,140,000	6,149,980	223,929,678
6,130,000	6,139,980	223,735,752
6,120,000	6,129,980	223,541,826
6,110,000	6,119,980	223,347,899
6,100,000	6,109,980	223,153,973
6,090,000	6,099,980	222,960,046
6,080,000	6,089,980	222,766,120
6,070,000	6,079,980	222,572,193
6,060,000	6,069,980	222,378,267
6,050,000	6,059,980	222,184,340
6,040,000	6,049,980	221,990,414
6,030,000	6,039,980	221,796,487
6,020,000	6,029,980	221,602,561
6,010,000	6,019,980	221,408,635
6,000,000	6,009,980	221,214,708
5,990,000	5,999,980	221,020,782
5,980,000	5,989,980	220,826,855
5,970,000	5,979,980	220,632,929
5,960,000	5,969,980	220,439,002
5,950,000	5,959,980	220,245,076
5,940,000	5,949,980	220,051,149

5,930,000	5,939,980	219,857,223
5,920,000	5,929,980	219,663,296
5,910,000	5,919,980	219,469,370
5,900,000	5,909,980	219,275,443
5,890,000	5,899,980	219,081,517
5,880,000	5,889,980	218,887,591
5,870,000	5,879,980	218,693,664
5,860,000	5,869,980	218,499,738
5,850,000	5,859,980	218,305,811
5,840,000	5,849,980	218,111,885
5,830,000	5,839,980	217,917,958
5,820,000	5,829,980	217,724,032
5,810,000	5,819,980	217,530,105
5,800,000	5,809,980	217,336,179
5,790,000	5,799,980	217,142,252
5,780,000	5,789,980	216,948,326
5,770,000	5,779,980	216,754,399
5,760,000	5,769,980	216,560,473
5,750,000	5,759,980	216,366,547
5,740,000	5,749,980	216,172,620
5,730,000	5,739,980	215,978,694
5,720,000	5,729,980	215,784,767
5,710,000	5,719,980	215,590,841
5,700,000	5,709,980	215,396,914
5,690,000	5,699,980	215,202,988
5,680,000	5,689,980	215,009,061
5,670,000	5,679,980	214,815,135
5,660,000	5,669,980	214,621,208
5,650,000	5,659,980	214,427,282
5,640,000	5,649,980	214,233,356
5,630,000	5,639,980	214,039,429
5,620,000	5,629,980	213,845,503
5,610,000	5,619,980	213,651,576
5,600,000	5,609,980	213,457,650
5,590,000	5,599,980	213,263,723
5,580,000	5,589,980	213,069,797
5,570,000	5,579,980	212,875,870
5,560,000	5,569,980	212,681,944
5,550,000	5,559,980	212,488,017
5,540,000	5,549,980	212,294,091
5,530,000	5,539,980	212,100,164
5,520,000	5,529,980	211,906,238
5,510,000	5,519,980	211,712,312
5,500,000	5,509,980	211,518,385

APPENDIX J

Quality Assurance Program

Seller shall implement a Quality Assurance Program to provide assurance that design, purchasing, manufacturing, shipping, storage, construction, testing and examination of all equipment, materials and services related to the Facility will comply with the requirements of this Agreement and the manufacturers' and/or suppliers' requirements for successful operation of the Facility.

Quality at Seller

What is quality? Seller believes that quality is the unit of measure for assessing fulfillment of project goals. A quality project meets or exceeds the contract requirements and accepted standards of professional and industry practice. Furthermore, high quality projects are those that address client and societal needs more successfully than "low" quality projects. While this may seem like a straightforward definition, the process to ensure quality is much more involved and includes quality management, quality planning, quality control, quality assurance, a quality system, and total quality management.

"Quality assurance" refers to a process that reduces the potential for error throughout the phases of a project. On projects with a Quality Assurance Program, the chances of producing a poor quality deliverable are substantially reduced. Quality control procedures are an integral part of quality assurance. Historically, industry has used the term "quality control" to indicate a checking procedure for verifying the quality of deliverables. This checking commonly occurs at the end of the process, long after an error may have been made and compounded by subsequent work. While quality control checks at the end of a project are an essential exercise, scheduled periodic reviews at each phase of project conceptual and final design are integral to Seller's Quality Assurance Program. In addition, quality maintenance which meet or exceed manufacturers' and/or suppliers' requirements and best industry practices must be an integral part of Seller's Quality Assurance Program.

The Quality Management Process

The surest way to achieve satisfactory quality is to adhere to a proven quality process. The term "quality" most accurately refers to a project's ability to satisfy needs when considered as a whole and each part of the process meets or exceeds the standards of Prudent Utility Practices.

The Seller project management team is responsible for proactively planning and directing the quality of the work process, services, and deliverables. The Seller project management team targets six areas to monitor quality:

- 1) A written work plan with accompanying Q/A Manual
- 2) Detailed review of the project design at the planning and conceptual design phase
- 3) Detailed review of project final design prior to construction
- 4) A quality control program during construction to verify implementation is in compliance with design documents and document any changes.
- 5) Independent engineering review of the entire project process, from design review through commercial operation
- 6) A written maintenance manual for the Facility for the duration of Commercial Operation that complies with the maintenance manuals of the manufacturers and suppliers from whom the Sellers have purchased equipment and/or material and best industry practices.

Written Work Plan and Q/A Manual

The idea of a written work plan and Q/A manual is to incorporate quality assurance in all areas of project execution. Seller has found that quality needs to be institutionalized into the project process, not only in the budgeting process, but everywhere. For example, specific tasks and duties need to be allocated to specific individuals; roles and interface points need to be clearly defined; individual assignments need to be realistic; special attention needs to be paid to complex areas within projects; schedules need to be realistic and achievable; and lastly the work culture needs to be enjoyable and open so that employees are empowered to react quickly to symptoms of quality problems before they actually manifest.

Seller's quality program shall be documented in a written work plan and Quality Assurance manual (the "Q/A Manual"). The form and the format of the Q/A Manual shall be developed by the Seller, but must comply with Prudent Utility Practices and follow manufacturers and suppliers recommendations without deviation. The content of the Q/A Manual shall provide written descriptions of policies, procedures and methodology to accomplish a quality project. Seller shall submit three (3) copies of the Q/A Manual within ninety (90) days after the Effective Date to Buyer or Buyer's Agent. The Q/A Manual shall be kept current by the Seller throughout the term of this Agreement through the submittal of revisions, as appropriate, by the Seller to Buyer or Buyer's Agent.

The Q/A Manual shall describe the authority and the responsibility of the Persons in charge of the Quality Assurance Program and inspection activities. It shall also provide the plan for detailed review of project conceptual design and final design, hold points, and methodology for document control and comment. Furthermore, it shall provide the plan and strategy for quality control and review during the construction project and for maintenance and operations during Commercial Operation. The Q/A Manual shall strive; at a minimum, to define control procedures or methods to assure the following:

- (a) The design documents, drawings, specifications, Q/A procedures,

records, inspection procedures and purchase documents are maintained to be current, accurate and in compliance with all applicable laws and regulations.

- (b) The purchased materials, equipment and services comply with the requirements of this Agreement.
- (c) The materials received at the site are inspected for compliance with specifications
- (d) The subcontracted work is adequately inspected by third parties
- (e) Proper methods are employed for the qualification of personnel who are performing Work
- (f) Proper documentation, control and disposition of nonconforming equipment and materials is maintained
- (g) Proper records are kept and available following project completion to ensure accurate documentation of as-built conditions.
- (h) Detailed and complete plan for maintenance and operation during commercial operations consistent with manufacturers and suppliers recommendations and best industry practices.

Conceptual Design Review

Seller has a team of professionals who develop and review the Facility layout and Facility conceptual design. The team consists of specialists in land-use and planning, permitting, meteorology, engineering, construction, project management, and finance. A preliminary site plan is developed and meetings are held to assess optimization of wind resource, constructability, minimization of cultural and biological impacts, land use restrictions, and landowner requirements. Preliminary road design will also be started and access to the site will be reviewed in detail. When this plan is ready for review, a formal plan and map is created and a final internal review is conducted. Following that is detailed studies for biological, cultural and other types of impacts by third parties. The site plan is then reviewed, modified as necessary, and then used to begin the permitting and public review process. The site plan is further modified based on comments in that process. At that point, the site plan can be issued for construction, and final engineering can commence.

In parallel with this process, preliminary conceptual design is started for the major areas of the project, including the substation, transmission line, foundations, underground collection system, communications system, and road and grading is done to develop construction estimates as well as materials specifications. All of these areas of conceptual designs are used to check and verify the assumptions used for development of the site plan.

Final Engineering Design

Following finalization of the site plan, the detailed design is done for the collection

system, fiber-optic network, foundations, roads & grading, transmission line, and substation by third party engineering firms licensed to practice in the state in which the Facility is to be constructed. Each firm has their own quality assurance and checking procedures, however Seller reviews the final work products in detail to check with conformance with this Agreement and provides comments as a second round of quality assurance. When Seller's comments have been incorporated, the design of each area is considered final, that design is then submitted to an independent engineer for review and comment. This ensures that another entity, in addition to Seller has done a comprehensive review of all project areas and details to ensure conformance with this Agreement.

In parallel with final design and checking activities, final geotechnical studies will be conducted at the site, and a final wind resource assessment will be performed with the issued-for-construction project layout. If existing subsurface conditions are different from what is expected, the foundation locations could be slightly modified or the foundation design on a specific turbine could be modified. Any changes of this nature would be documented in as-built design drawings and approved in advance by Seller.

Quality Assurance at the Construction Site

Seller will hire a third party general contractor to construct the Facility. This contractor will be required to have its own quality assurance program in place using its own staff, as well as third party inspectors. The two primary areas of focus at the site are assuring conformance of construction to design drawings, and conformance of materials to specifications. The general contractor will be required to provide third party inspectors and testing for materials including concrete slump testing; rebar and concrete placement; cable trenching, soil compaction testing, etc. The general contractor will also be required to maintain a set of red-line drawings during the course of construction to document any changes to the design documents. Proposed Facility changes would be reviewed and approved in the field by the Seller construction management team prior to implementation.

Quality assurance of turbine erection is achieved through a combination of procedures and processes. The general contractor will provide rigorous inspection of its installation crew. The turbine supplier will have technical advisors on site to inspect and sign off on turbine components received, oversee and monitor turbine erection, and approve mechanical completion. In addition, Seller will have its own construction management team on site consisting of a construction manager and quality inspectors who will observe performance of all areas of the work and ensure compliance with design documents. A team consisting of the turbine supplier, Seller, and the general contractor will walk down each turbine at mechanical completion to develop a comprehensive punchlist of any unfinished or incorrect work. This punchlist is maintained by the contractor, and is signed off by Seller upon completion of the punchlist items. Lastly, the independent engineer performs periodic audits during construction to oversee critical items, spot checks

individual turbines, confirms construction progress, reports on any perceived issues, and provides independent reporting and assessments to the Buyer and Buyer's Agents

Following completion of the Facility, the general contractor will be required to provide as-built all design drawings and records of all materials testing conducted at the site. This documentation will be maintained at the Facility generation site during operations of the Facility.