

KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

"Building Partnerships – Building Communities"

Exhibit C

Project Land Legal Description and Landownership Interests

DARRYL PIERCY, DIRECTOR

ALLISON KIMBALL, ASSISTANT DIRECTOR

COMMUNITY PLANNING • BUILDING INSPECTION • PLAN REVIEW • ADMINISTRATION • PERMIT SERVICES • CODE ENFORCEMENT • FIRE INVESTIGATION

~~EXHIBIT D~~

After Recording Return to:

Department of Natural Resources

MEMORANDUM OF LEASE

Grantor:

Grantee:

Legal:

Tax Parcel Nos.: [fill in]

Cross Reference:

This Memorandum of Lease is made as of this _____ day of _____, 20____, by and between _____, a _____ (hereinafter, "Lessee"), and the State of Washington, Department of Natural Resources (hereinafter, "State"), who agree as follows:

1. Lease Term and Premises. State has leased to Lessee, and Lessee has leased from State, pursuant to a Lease of even date herewith (the "Lease"), the real property located in _____ County, Washington, described in Exhibit A attached hereto (the "Premises"), for a term of _____ years, commencing _____. The provisions of the Lease are incorporated herein.
2. Provisions Binding on State and Lessee. All of State and Lessee covenants under the Lease, both affirmative and negative, are intended to and shall bind State and Lessee respectively, in accordance with their terms, and their respective successors, and shall inure to the benefit of themselves and their respective successors.
3. Purpose of Memorandum. This Memorandum is prepared for the purpose of recordation to give notice of the Lease. It shall not constitute an amendment or modification of the Lease.

EXECUTED as of the date first above written.

LESSEE:

By _____

Title

Approved as to form this
_____ day of _____, 20____

ASSISTANT ATTORNEY GENERAL

STATE:

STATE OF WASHINGTON,
DEPARTMENT OF NATURAL
RESOURCES

By _____

Its _____

EXHIBIT A TO MEMORANDUM OF LEASE
Legal Description

Those portions of N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 22, Township 17 N, Range 21 East, W. M., in state ownership and south of the Vantage Highway, as shown on the attached map, containing approximately 321.55 acres.

Portions of the S $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 18, Township 17 N, Range 22 East, W. M., south of the Vantage Highway as shown on the attached map, containing approximately 147.14 acres.

Portions of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, portions of the SW $\frac{1}{4}$, and portions of the NE $\frac{1}{2}$ SE $\frac{1}{4}$ Section 20, Township 17 N, Range 22 East, W. M., in state ownership and south of the Vantage Highway, and North of Interstate 90 as shown on the attached map, containing approximately 435.35 acres.

14.16 Exhibits. This agreement is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

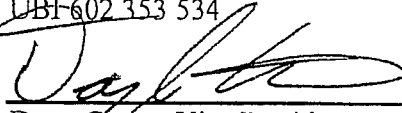
- Exhibits: Exhibit A: Legal Description of Premises and Encumbrances
- Exhibit B: Reclamation Plan Requirements
- Exhibit D: Memorandum of Lease
- Exhibit E: Lease Termination and Surrender Agreement

WIND NORTH AMERICA

INVENERGY, LLC

LBI-602 353 534

Dated: _____, 20____.



 Doug Carter, Vice President

JCL

One South Wacker Drive Suite 2020
Chicago, IL 60606

720-283-6294

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 6/21/7, 20____.



 DOUG SUTHERLAND
 Commissioner of Public Lands

Approved as to form this
19th day of June, 2006
Roger A. Braden, Assistant Attorney General



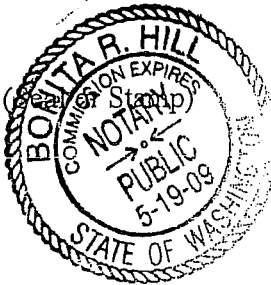
NOTARIAL CERTIFICATE
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF WASHINGTON)
County of Thurston)ss

On this 12 day of June, 2007, personally appeared before me Doug Sutherland, to me known to be the Commissioner of Public Lands of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that [he/she] was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

DATED: 6-12-07



Bonita R Hill
NOTARY PUBLIC in and for the
State of Washington
My appointment expires 5-19-09

EXHIBIT A

Legal Description of Premises and Encumbrances

Those portions of N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 22, Township 17 N, Range 21 East, W. M., in state ownership and south of the Vantage Highway, as shown on the attached map, containing approximately 321.55 acres.

Portions of the S $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 18, Township 17 N, Range 22 East, W. M., south of the Vantage Highway as shown on the attached map, containing approximately 147.14 acres.

Portions of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, portions of the SW $\frac{1}{4}$, and portions of the NE $\frac{1}{2}$ SE $\frac{1}{4}$ Section 20, Township 17 N, Range 22 East, W. M., in state ownership and south of the Vantage Highway, and North of Interstate 90 as shown on the attached map, containing approximately 435.35 acres.

Subject to easement for right of way for highway heretofore granted under Application No. 50-SR1044, for an indefinite term.

Subject to the rights of the holder of Grazing Lease No.10-B68915.

Subject to the rights of the holder of Oil & Gas Lease No. 63-075170.

Subject to easement for right of way for telephone line heretofore granted under Application No. 50-023699, for an indefinite term.

Subject to easement for right of way for power line heretofore granted under Application No. 50-023885, for an indefinite term.

Subject to easement for right of way for county road heretofore granted under Application No. 50-CR2932, for an indefinite term.

Subject to the rights of the holder of Oil & Gas Lease No. 63-075201.

Subject to easement for right of way for telephone line heretofore granted under Application No. 50-023700, for an indefinite term.

Subject to easement for right of way for telephone line heretofore granted under Application No. 50-024910, for an indefinite term.

Subject to easement for right of way for power line heretofore granted under Application No. 50-023886, for an indefinite term.

Subject to easement for right of way for highway heretofore granted under Application No. 50-SR1046, for an indefinite term.

Subject to the rights of the holder of Oil & Gas Lease No. 63-075202.

EXHIBIT F

FORM OF MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of this _____ day of _____, 2006, by and between by and between the Gerard Trust ("Owner"), and Invenergy Wind North America LLC, a Delaware limited liability company ("Tenant").

1. Pursuant to that certain Wind Energy Lease Agreement (the "Lease") executed by Owner and Tenant dated as of November 15, 2006, Owner has leased to Tenant certain real property (the "Property") to develop, construct and operate commercial wind power electric generation facilities consisting of wind power turbines and generators capable of producing electric energy and associated power lines, substations, equipment, roadways and such other items or appurtenances that are used or useful in connection with the generation, production, transmission, interconnection and sale of electrical energy. The Property is situate in the County of Kittitas, State of Washington and is more particularly described in Schedule A attached hereto.

2. The term of this Lease ("Term") shall include and consist of the Development Term, the Development Term Extension, the Operating Term and the Extended Term. The Development Term may extend for a period of up to three (3) years from and after the date first written above (the "Effective Date"). The Development Term Extension is a contingent period that may commence upon the expiration of the Development Term and extend an additional two (2) years thereafter. The Operating Term is a contingent period that may commence on or before the end of the Development Term Extension and extend for a period of twenty-five (25) years thereafter. The Extended Term is a contingent period that may commence upon the expiration of the Operating Term and extend for a period of ten (10) years thereafter.

3. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease, which are incorporated into this Memorandum by this reference as though fully set forth. It shall not constitute an amendment or modification of the Lease. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.

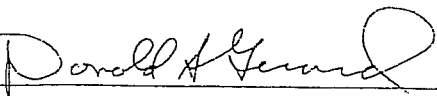
4. This Memorandum of Lease may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument.

Handwritten initials

EXECUTED as of the date first written above.

“Owner”

The Gerard Trust

By:  _____

Name: Donald Gerard

Its: Administrator and Trustee

“Tenant”

Invenergy Wind North America LLC,
a Delaware limited liability company

By:  _____

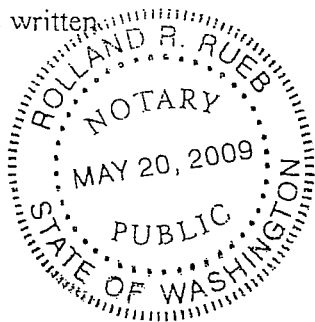
Name: Douglas B. Carter

Its: Vice President

STATE OF WASHINGTON)
San Juan) ss.
COUNTY OF KITTITAS)

On this 6 day of April, 2007, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD GERARD, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



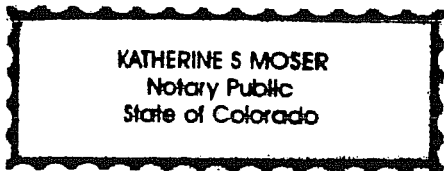
Rolland R Rueb

Print Name: Rolland R Rueb
Notary Public in and for the State of Washington,
residing at East Sound
My commission expires: May 20, 09

STATE OF Co)
) ss.
COUNTY OF Douglas)

On this 5th day of April, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DOUGLAS B. CARTER, to me known to be the person who signed as VICE PRESIDENT of INVENERGY WIND NORTH AMERICA LLC, a Delaware limited liability company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Katherine S Moser

Print Name: Katherine S. Moser
Notary Public in and for the State of CO,
residing at _____
My commission expires: 8/29/09

WIND ENERGY LEASE AGREEMENT

This Lease Agreement (this "Lease") dated this day of ~~October~~ ^{2nd}, 2007 (the "Effective Date") between Doris E. Clerf (collectively "Owner") and Invenergy Wind North America LLC ("Tenant").

WHEREAS, Owner owns that real property described on Exhibit A hereto (the "Property"), and

WHEREAS, the parties have agreed that Owner shall lease the Property to Tenant, and Tenant shall lease the Property from Owner, for construction and operation of a wind energy conversion facility and related electrical generation and transmission structures on the Property in accordance with the terms hereof,

NOW THEREFORE, it is hereby agreed as follows:

1) Term. The term of this Lease ("Term") shall include and consist of the Development Term, the Development Term Extension (if any), the Operating Term, and the Extended Term (if any).

a) Development Term. The development term ("Development Term") shall commence as of the Effective Date and shall end upon the first of the following dates to occur.

i) The date that is three (3) years from and after the Effective Date, unless otherwise extended pursuant to this Section 1(a);

ii) The date the Tenant shall terminate this lease, in accordance with Section 3.

iii) The Commercial Operations Date (as defined herein)

Tenant may, at its option, extend the Development term for two (2) additional years by making an additional one-time payment to the Owner of ten thousand dollars (\$10,000) prior to the expiration of the three-year Development Term. This contract will terminate if the Operations Term has not commenced by the end of the Development Term (as such Development Term may be extended).

b) Operating Term. The operating term ("Operating Term") shall commence on the Commercial Operations Date and Continue until the twenty-fifth (25th) anniversary of the Commercial Operations Date. Tenant may, at its option extend the Operating Term for an additional period of twenty-five (25) years. ("Extended Term") by providing Owner with notice of such extension at least ninety (90) days prior to the expiration of the Operating Term.

2) Lease and Use. In consideration of the payments to be made by Tenant and the covenants set forth herein, Owner hereby leases the Property to Tenant, and Tenant

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hereby leases the Property from Owner for development, construction, operation, maintenance and removal of a wind energy conversion facility and related electrical generation and transmission structures (collectively the "Windpower Facilities") on, over and across the Property. Tenant and Owner hereby terminate the Access Agreement, effective as of the date hereof.

3) Term of Lease. This Lease shall be for a term of twenty-five (25) years beginning on the date hereof, subject to the right of renewal set forth below.

4) Right of Renewal. Tenant shall have the right of renewal for one (1) additional twenty-five (25) year period by serving written notice upon Owner not less than ninety (90) days prior to the date of expiration of the current term.

5) Rent

Beginning upon the execution of the Lease, and continuing until the earlier of the termination of the Lease or the date that the portion of the Windpower Facilities that is located on the Property is fully operational and generating electricity ("Commercial Operations Date"),

Tenant shall pay Owner the amount of Seven Dollars (\$7.00) per acre of the Property, per calendar year. On the Property Commercial Operation Date, and on its anniversary each year thereafter, Tenant shall pay to Owner, by installments due within sixty (60) days, in an amount equal to the greater of

(a) Four Thousand Dollars (\$4,000.00) for each wind turbine installed on the Property, escalated at the rate of Two Percent (2%) per calendar year; or

(b) Percentage of Gross Revenue as set forth below.

(i) four point five percent (4.5%) of the Gross Revenue generated from the production of wind energy on the property for calendar years one (1) through ten (10) of the Operating Term,

(ii) five percent (5%) of the Gross Revenue generated from the production of wind energy on the property for calendar years eleven (11) through twenty (20) of the operating term,

(iii) five point five percent (5.5%) of the Gross Revenue generated from the production of wind energy on the property for calendar years twenty-one (21) through twenty-five (25) of the Operating Term and any Calendar year during the Extended Term. .

The amounts payable hereunder for a calendar year shall be prorated based on a 365-day year for each wind turbine for which the completion of installation or removal occurs during such year,

based on the number of days in such year following the completion of installation or prior to the completion of removal, as applicable.

(i) For purposes hereof, the term "Gross Revenues" means the aggregate total revenue actually received by Tenant during the applicable period of time, from the sale, to the purchaser of electricity, of electrical energy generated and sold from wind turbines then located on the Property.

(ii) For purposes hereof, the term "Gross Revenues" shall exclude, without limitation, revenues received: (1) from the sale, assignment, transfer or other disposition of Windpower Facilities or any other of Tenant's improvements (and any interest therein); (2) from sales of electrical energy produced by wind turbines not located on the Property; (3) from any rental or other payment received by Tenant in exchange for Tenant's assigning, mortgaging or otherwise transferring all or any of its interest in this Agreement; (4) from the sale, modification or termination of any obligation under a power purchase contract; (5) from parasitic or other loss (i.e., electrical energy used to power Windpower Facilities or Development Activities, or lost in the course of transforming, shaping, transporting or delivering the electricity); (6) from sales of electrical energy for which payment is not received (including because of a default by the purchaser thereof); (7) as reimbursement or compensation for wheeling costs or other electricity transmission or delivery costs; or (8) from production tax credits, other tax benefits and credits, or any reimbursement thereof received by Tenant.

(iii) In the event that electrical energy produced from wind turbines located on the Property is commingled with electrical energy produced from wind turbines located on other lands, then Tenant shall, using such methods, calculations, procedures and/or formulae as Tenant may in good faith adopt, allocate to the Property a portion of the Gross Revenues received from such commingled electrical energy.

6) Representations and Warranties. Owner makes the following representations and warranties:

a) Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

b) Owner represents that there are no unrecorded liens, encumbrances, leases, mortgages, security interests, deeds of trust (except as disclosed to Tenant in writing), or other exceptions (collectively, "Liens") to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property. Except as may be disclosed in the Real Property Records of Kittitas County, in the State of Washington, or as disclosed by Owner in writing to Tenant, Owner represents that there are no Liens encumbering all or any portion of the Property. Owner shall fully cooperate and assist Tenant, at no out-of-pocket expense to Owner, in obtaining a subordination and non-disturbance agreement from each party that holds a Lien (recorded or

unrecorded) that might interfere with Tenant's rights under this Lease.

c) No litigation is pending, and, to the best of Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Property. If Owner learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Owner shall promptly deliver notice thereof to Tenant.

d) To the best of Owner's knowledge and without limiting the generality of the foregoing, (i) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (ii) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any Law (each, a "Hazardous Material") has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other Laws (each, an "Environmental Law") that govern the same or are applicable thereto and (iii) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Owner has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

e) To the best of Owner's knowledge the Property is in full and complete compliance in all material respects with all governmental laws, ordinances, rules and regulations applicable to the Property.

f) Owner has the full power and authority to enter into this Lease, and this Lease does not violate and will not violate any contract, agreement, instrument, judgment or order to which Owner is a party or the Property subject.

7) Rights of Tenant. Tenant shall have:

a) The right to enter upon the Property and conduct activities prior to construction of the Windpower Facilities that are reasonably necessary in connection with development of the Property for such purposes, including without limitation, erection and maintenance of meteorological towers, collection of data, taking soil samples, release of weather balloons, surveying, designing and other activities reasonably necessary to plan or develop a wind energy conversion facility.

b) The right of ingress and egress over the Property by means of roads and lanes where there are such, otherwise by such route or routes as shall least damage and inconvenience Owner.

c) The right to enter upon the Property and conduct activities at such times as Tenant may deem necessary for the purpose of constructing, operating and maintaining and removing the Windpower Facilities and related electrical generation and transmission

structures and for transmission of the energy generated by the Windpower Facilities and all activities reasonably necessary or appropriate for such purposes, including, without limitation, constructing, installing, operating, maintaining and removing the following:

- i) foundations, concrete pads and footings;
- ii) wind turbine units;
- iii) guy wires, support fixtures, anchors and fences;
- iv) buildings needed for the maintenance of wind turbine units and maintenance and storage of related equipment;
- v) electrical transformers and energy storage facilities;
- vi) electric transformers, electric distribution and transmission towers and lines either above ground or under ground;
- vii) substations or switching facilities for the purpose of connecting to transmission system;
- viii) roads providing access from public roads to the facilities.

d) The right to install, maintain and use gates in all fences that now cross or shall hereafter cross the Property.

e) The right to conduct all other activities reasonably determined by Tenant to be necessary or useful to accomplish the general purposes of this Lease.

f) The right and privilege to permit the rotors of turbines located on adjacent properties to overhang a portion of the Property identified and shown on Exhibit B of this Lease. Owner shall not interfere with the operation of turbine rotors that overhang the Property.

(g) The right and entitlement to cause on, over, across, and under Owner's Property such noise, audio, visual, view, light, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather-created hazards (including but not limited to ice falling from the Windpower Facilities onto Owner's Property) effects, or other effects of any kind whatsoever resulting directly or indirectly from (a) any operations or activities of any Wind Project or (b) the Windpower Facilities, including any portion of the Windpower Facilities now or hereafter located on the Property (collectively, the "Effects"). By granting this permission, Owner on behalf of him or herself and his or her heirs, successors, and assigns hereby waives and release any right, claim, or cause of action which he or she may now have or which he or she may have in the future against Tenant as a direct or indirect result of said Effects.

(h) The right to test television signal strength and reception at any residence on the Property before Project construction and at reasonable intervals.

8) Rights Reserved by Owner. Subject to Owner's obligations specifically set forth in this Lease, Owner shall have the right to use the Property in any reasonable manner, including specifically for livestock husbandry or for agricultural purposes, provided that such activities shall not interfere with operation of the wind energy facility or related generation and transmission structures or create a risk of damage to or injury to the wind energy facility or related equipment.

9) Obligations of Tenant. Tenant shall:

a) Install Windpower Facilities on the Property within three (3) years of the signature of this Lease. Should Tenant wish to extend such three-year period for an additional two (2) years, Tenant shall make an additional one-time payment ("Extension Payment") to Owner of ten thousand dollars (\$10,000) prior to the expiration of such three-year period.

b) Keep the Property free and clear of all liens for labor and services performed on and materials and equipment supplied to the Property in connection with Tenant's activities on the Property, provided, however, that if Tenant wishes to contest any such lien, Tenant may do so provided that, within ninety (90) days after it receives notice of the filing of such lien, Tenant shall cause such lien to be removed pursuant to applicable law.

c) Comply with all federal, state and local laws.

d) Obtain and comply with all permits.

e) Not use, store, dispose or release Hazardous Materials on the Property, except that Tenant may use hazardous substances in its normal business operations as long as such use is not harmful to Owner and is in full compliance with all applicable laws.

10) Obligations of Owner. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, disturb or interfere with the construction, installation, maintenance, or operation of the Windpower Facilities, whether located on the Property or elsewhere; access over the Property to such Windpower Facilities; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Owner shall not (i) disturb or interfere with the wind speed or wind direction over the Property, whether by placing wind turbines, telecommunication towers or antennas, planting trees or constructing buildings or other structures, or by engaging in any other activity on the Property or elsewhere that could be reasonably expected to cause a decrease in the output or efficiency of the Windpower Facilities, or (ii) disturb the subsurface such that it could be reasonably expected to damage or interfere with the structural integrity of the Windpower Facilities.

Owner shall:

(a) Consult with Tenant and obtain Tenant's prior written approval as to the location of all structures located one thousand (1,000) feet or less from any turbine or met tower whether located on or off the Property. Approval shall be based on whether, in Tenant's sole judgment, informed by appropriate professional engineering and meteorological opinions obtained at Tenant's expense, the proposed structures at the proposed location are likely to cause interference or inconvenience. This Lease expressly includes the right of Tenant to enter on

any part of the Property to enforce Tenant's rights, including the physical removal of trees or structures (except existing trees and structures) causing interference or inconvenience. Tenant shall consult with Owner before making any such removals.

(b) Not violate any Environmental Law. Owner shall indemnify Tenant against any such violation that is caused by: (i) any person and exists as of the Effective Date or occurs on or before the commencement of construction of the Windpower Facilities; or (ii) Owner or Owner's agents and occurs after the commencement of construction of the Windpower Facilities. Owner shall promptly notify Tenant of any such violation.

(c) Cooperate with Tenant, at Tenant's expense, in obtaining any necessary agreements or approvals from existing lien holders, including mortgagees and any permits, environmental impact reviews or approvals required for the construction or operation of the Windpower Facilities.

(d) Not construct or operate or authorize any other party to construct or operate a wind energy conversion facility on the Property during the term hereof.

11) Taxes and Utilities. Owner shall pay real property taxes levied on the Property. However, any increases in real property taxes due to the re-classification of the Property due to the wind energy facilities and use will be paid by Tenant.

a) Tenant shall pay all personal property taxes levied against the Windpower Facilities and related equipment.

b) Tenant shall pay for all water, electric, telecommunications and other utility service used by the Windpower Facilities.

c) To the extent Owner fails to pay any real property taxes for which it is responsible under this Lease and/or Tenant believes its interest under this Lease is threatened due to Owner's failure to pay any real property taxes, Tenant shall have the right, but not the obligation, in addition to all other remedies available at law, in equity or under this Lease, to pay such real property taxes (together with any penalties and interest), in which event Owner shall immediately reimburse Tenant for such amount (including, without limitation, Tenant's cost of funds) and Tenant may deduct such amount (including, without limitation, Tenant's costs of funds) from rent thereafter due under this Lease.

12) Zoning. Owner agrees that Tenant may, if it so elects, at any time following execution of this Lease, commence taking any and all actions as it may reasonably determine are necessary or proper to effectuate change of zoning or such other land use regulation of the Property and may apply for any applicable permits or approvals to allow wind energy development on the Property. However, Tenant shall not be allowed to effectuate a change in zoning or other land use regulations which would prohibit agricultural activities. Owner, at Tenant's expense, shall cooperate with Tenant in Tenant's efforts to affect such zoning or land use changes or applications. Such

cooperation shall include, without limitation, the execution by Owner of documents or authorizations therefore, provided, however, that all costs and expenses incurred or assessed directly or indirectly with respect to effectuating such changes shall be borne by Tenant, including any additional taxes. If such regulations are changed at the end of the term of this Lease, Tenant shall assist and reimburse Owner for their actual and reasonable costs of changing the zoning classification back to its original status if required to allow Owner's continued use of the Property for purposes used as of the date hereof.

Owner hereby waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in any local, county or state zoning ordinance or law, or in any governmental entitlement or permit heretofore or hereafter issued to Tenant or affiliate for Windpower Facilities installed or constructed or to be installed or constructed at and/or near the common boundary between the Owner's Property and any adjacent property utilized for the Windpower Facilities. Further, if so requested by Tenant or its affiliate, Owner shall, without demanding additional consideration therefore, (a) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Tenant or a governmental body in connection therewith and (b) return the same thereto within ten (10) days after such request.

13) Right of First Refusal. In the event during the term of this Lease that Owner offers the Property, or any part thereof, for sale, or receives a bona fide offer to purchase acceptable to them, they shall give Tenant notice in writing of their intention to sell and of such offer and the terms and conditions thereof, whereupon, Tenant shall, subject to any rights of first refusal as to the Property held by a third party that pre-dates this lease, have the right and privilege for thirty (30) days after receipt of such notice to purchase the Property or such part thereof that has been offered for sale upon the same terms and conditions contained in said bona fide offer.

14) Tenant's Indemnity. Tenant shall indemnify Owner for and hold Owner harmless against all claims, demands, damages, costs and expenses, including attorneys' fees for defending claims and demands, to the extent they arise from any breach on Tenant's part of any terms or conditions of this Lease, or from any act or omission constituting negligence or willful misconduct of Tenant, its agents, contractors, employees or invitees in or about the Property. In case of any action or proceeding brought against Owner by reason of such claim, Tenant, on notice from Owner, shall defend the action or proceeding by counsel acceptable to Owner.

Notwithstanding the foregoing, Owner, due to the location of the Property next to gravel roads or construction areas, may be inconvenienced by construction noise and dust. Additionally, construction traffic in some areas may inconvenience Owner or require Owner to travel by unaccustomed routes to avoid construction traffic. Owner acknowledges Tenant has informed Owner of the potential impacts of construction and agrees (i) that the compensation provided in this Lease Agreement is adequate for the impacts described and (ii) that Tenant shall in no event be liable to Owner for any damages or indemnification related to such construction noise, dust

and/or traffic.

15) Owner's General Indemnity. In addition to any other specific indemnification obligations of Owner in this Agreement, Owner shall indemnify Tenant for and hold Tenant harmless against all claims, demands, damages, costs and expenses, including attorneys' fees for defending claims and demands, to the extent they arise from any breach on of any terms or conditions of this Lease, from the breach, falsity or inaccuracy of any representation or warranty of Owner under this Lease, or from any act or omission constituting negligence or willful misconduct of Owner, their agents, contractors, employees or invitees in or about the Property. In case of any action or proceeding brought against Tenant by reason of such claim, Owner, on notice from Tenant, shall defend the action or proceeding by counsel acceptable to Tenant.

16) Notification of Legal or Administrative Proceedings. If Owner becomes aware of any litigation or administrative action or proceeding that is instituted or proposed or threatened with respect to the Property, Owner shall promptly notify Tenant thereof.

17) Insurance.

a) Tenant shall maintain appropriate liability insurance covering all of its activities on the Property. Such policy shall contain liability limits of not less than one million dollars (\$1,000,000.00) and shall name Owner as an additional insured.

b) The policy shall also provide that it cannot be cancelled without at least thirty (30) days written notice to Owner.

18) Assignment/Mortgage by Tenant.

(a) Tenant may, upon notice to Owner but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the Windpower Facilities and/or Tenant's, assignees or subtenant's leasehold estate and rights under this Lease (collectively, its "Wind Farm Assets"). These various security interests in all or a part of the Wind Farm Assets are collectively referred to as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to as "Mortgagees." Tenant shall also have the right without Owner's consent to sell, convey, lease, or assign all or any portion of its Wind Farm Assets on either an exclusive or a non-exclusive basis, or to grant subleases, easements, licenses or similar rights, however denominated (collectively, "Assignments"), to one or more persons or entities (collectively, "Assignees"). Tenant shall provide written notice to Owner of any assignment including the name, address and phone number of the party receiving the assignment. All assignees, grantees or successors of Tenant shall abide by the terms of this Lease. Assignees and Mortgagees shall use the Wind Farm Assets only for the uses permitted under this Lease. Assignees and Mortgagees shall have all rights and remedies allowed them under then existing laws except as limited by their individual agreements with Tenant, provided that under no circumstances shall any Mortgagee or Assignee have any greater rights of ownership or use of the Property than the rights granted to Tenant in this Lease. Whenever Tenant has mortgaged or assigned an interest under this Section, or has conveyed a sublease or

other interest, it will give notice of the mortgage, assignment or conveyance (including the address of the Mortgagee or Assignee for notice purposes) to Owner, provided that failure to give this notice shall not constitute a default under this Lease but rather shall only have the effect of not binding Owner with respect to such mortgage, assignment or conveyance until notice is given.

(b) Any and all mortgages, deeds of trust or liens placed upon or suffered by Owner that encumber the Property or Owner's interest in the Property shall be expressly subject and subordinate in all respects to this Lease, to all of the obligations of Owner hereunder and to all of the rights of Tenant vested or arising hereunder. Owner shall cause any mortgagees or other lien holders to execute and deliver subordination agreements reflecting such subordination in form and substance satisfactory to Tenant.

(c) Owner, at Tenant's expense, agrees to consent in writing to financing documents as may reasonably be required by Mortgagees. As a precondition to exercising any rights or remedies related to any alleged default by Tenant under this Lease, Owner shall give written notice of the default to each Mortgagee and Assignee at the same time it delivers notice of default to Tenant, specifying in detail the alleged event of default and the required remedy. Each Mortgagee and Assignee shall have the same amount of time to cure the default as to Tenant's entire interest or its partial interest in the Wind Farm Assets as is given to Tenant and the same right to cure any default as Tenant or to remove any property of Tenant, Mortgagees or Assignees located on the Property. The cure period for each Mortgagee and Assignee shall begin to run at the end of the cure period given to Tenant in this Lease, but in no case shall the cure period for any Mortgagee or Assignee be less than thirty (30) days after receipt of the default notice. Failure by Owner to give a Mortgagee or Assignee notice of default shall not diminish Owner's rights against Tenant, but shall preserve all rights of the Mortgagee or Assignee to cure any default and to remove any property of Tenant, the Mortgagee or Assignee located on the Property.

(d) Any Mortgagee or Assignee that does not directly hold an interest in the Wind Farm Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Lease prior to the time the Mortgagee or Assignee directly holds an interest in this Lease, or succeeds to absolute title to Tenant's interest. A Mortgagee or Assignee shall be liable to perform obligations under this Lease only for and during the period it directly holds such interest or absolute title. Any Assignment permitted under this Lease shall release Tenant or other assignor from obligations accruing after the date that liability is assumed by the Assignee.

(e) Tenant will make all reasonable efforts to ensure there is no interference with the existing cell phone tower structures and access roads already on the site.

19) Right to Cure Defaults/Notice of Defaults/Right to New Lease.

a) To prevent termination of this Lease or any partial interest in this Lease, Tenant, and Mortgagee or Assignee shall have the right, but not the obligation, at any

time to perform any act necessary to cure any default and to prevent the termination of this Lease or any interest in the Wind Farm Assets.

b) In the event of an uncured default by the holder of Tenant's entire interest in this Lease, or in the event of a termination of this Lease by agreement, by operation of law or otherwise, each Mortgagee or Assignee of a partial interest in the Wind Farm Assets that is not in default of its obligations, shall have the right to have Owner either recognize the Mortgagee's or Assignee's interest or lease the Property on substantially identical terms as this Lease. Under the new lease, the Mortgagee or Assignee shall be entitled to, and Owner shall not disturb, Mortgagee's or Assignee's continued use and enjoyment for the remainder of the Term (or the Renewal Term), or such shorter term as an Assignee may otherwise be entitled pursuant to its Assignment. Notwithstanding any of the language of this Lease, the Owner is entitled to the full payment and performance of all obligations due by Tenant under this Lease regardless of how those payments and obligations may be divided among Mortgagees, or Assignees.

i) Extended Cure Period. If any default by Tenant under this Lease cannot be cured without obtaining possession of all or part of the Wind Farm Assets, then any such default shall be deemed remedied if a Mortgagee or Assignee: (1) within sixty (60) days after receiving notice from Owner as set forth in Section 17(c), acquires possession of all or part of the Wind Farm Assets, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (2) diligently prosecutes any such proceedings to completion; and (3) after gaining possession of all or part of the Wind Farm Assets performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Mortgagee or Assignee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

ii) Certificates, etc. Owner, at Tenant's expense, shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Lease, if such be the case), consents to assignment and non-disturbance agreements as Tenant or any Mortgagee or Assignee may reasonably request from time to time. Owner and Tenant shall cooperate in amending this Lease from time to time to include any provision that may be reasonably requested by Tenant or any Mortgagee or Assignee to implement the provisions contained in this Lease or to preserve a Mortgagee's security interest.

20) Mortgagee Protection. Any Mortgagee, upon delivery to Owner of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Lease:

a) Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right:

- i) to assign its Mortgage;
- ii) to enforce its lien and acquire title to all on any portion of the Wind Farm Assets by any lawful means;
- iii) to take possession of and operate all or any portion of the Wind Farm Assets and to perform all obligations to be performed by Tenant under this Lease, or to cause a receiver to be appointed to do so; and
- iv) to acquire all or any portion of the Wind Farm Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Owner's consent to assign or transfer all or any portion of the Wind Farm Assets to a third party.

b) Opportunity to Cure. During any period of possession of the Property by a Mortgagee (or a receiver requested by a Mortgagee) and/or while any foreclosure proceedings instituted by a Mortgagee are pending, the Mortgagee shall pay or cause to be paid the fees and all other monetary charges payable by Tenant under this Lease which have accrued and are unpaid at the commencement of the period and those which accrue thereafter during the period. Following acquisition of all or a portion of the Wind Farm Assets by the Mortgagee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force and effect and the Mortgagee or party acquiring Tenant's interest under this Lease shall, as promptly as reasonably possible, commence the cure of all defaults under this Lease and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Lease based upon such defaults shall be deemed waived.

c) Any Mortgagee or other party who acquires Tenant's interest in the Wind Farm Assets pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Lease incurred or accruing after the party no longer has ownership or possession of the Wind Farm Assets.

d) Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as all annual installment payments and all other monetary charges payable by Tenant under this Lease are paid by the Mortgagee in accordance with the terms of this Lease.

21) New Lease. If this Lease terminates because of Tenant's default, if the leasehold interest hereunder is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights by Tenant and, within ninety (90) days after such event, Tenant or any Mortgagee or Assignee shall have arranged to the reasonable satisfaction of Owner for the payment of all fees or other charges due and payable by Tenant as of the date of such event, then Owner shall execute and deliver to Tenant or such Mortgagee or Assignee or to a designee of one of these parties, as the case may be, a new lease of the Property which (i) shall be for a term equal to the remainder of the Term (or the Renewal Term, if applicable) before giving effect to such rejection or termination; (ii) shall contain the same covenants, agreements, terms, provisions and

limitations as this Lease (except for any requirements that have been fulfilled by Tenant or any Mortgagee or Assignee prior to rejection or termination of this Lease); and, (iii) shall include that portion of the Wind Farm Assets in which Tenant or such other Mortgagee or Assignee had an interest on the date of rejection or termination.

a) After the termination, rejection or disaffirmation of this Lease and during the period thereafter during which any Mortgagee shall be entitled to enter into a new lease for the Property, Owner will not terminate the rights of any Assignee unless in default under its Assignment.

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

c) The provisions of this Section 21 shall survive the termination, rejection or disaffirmation of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 21 were a separate and independent contract made by Owner, Tenant and each Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such new lease, such Mortgagee may use and enjoy the Property without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for the new lease as set forth above are complied with.

22) Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Lease to the contrary, the parties agree that so long as there exists an unpaid Mortgagee, this Lease shall not be modified or amended, and Owner shall not accept a surrender, cancellation or release of all or any part of the Wind Farm Assets from Tenant, prior to expiration of the Term (or Renewal Term, if applicable) without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by each Mortgagee as if it were a party named in this Lease. It shall be the Tenant's and any Mortgagee's obligation to notify the Owner that there exists an unpaid mortgage. The provisions of this paragraph will not apply if Owner has not been notified that an unpaid mortgage exists.

23) Liens. On the commencement of the Term, the Property shall be free and clear of all monetary liens other than those expressly approved by Tenant. Thereafter, any assignment of this Lease, mortgage, deed of trust or other monetary lien placed on the Property by Owner, or permitted by Owner to be placed or to remain on the Property, shall be subject to this Lease, to any Assignment or Mortgage then in existence on the Wind Farm Assets as permitted by this Lease, to Tenant's right to encumber the Wind Farm Assets, and to any and all documents executed or to be executed by Owner in connection with Tenant's development of all or any part of the Property. Owner agrees to cause any monetary liens placed on the Property by Owner in the future to incorporate the conditions of this Section 23.

24) Condemnation.

a) In the event that the Property or any part thereof is taken by condemnation, the parties shall negotiate in good faith to amend this Lease to relocate the facilities, or, at Tenant's option, the agreement shall be terminated.

b) Owner shall be entitled to receive all condemnation payments except any amount awarded to compensate for removal or relocation of the wind facility, loss or damage to any wind facility which Tenant cannot remove or is required not to remove, or loss of use or value of this Lease, which such payments shall be paid to Tenant.

25) Default: Termination. The following events shall constitute default and allow for termination of this Lease:

a) Tenant's failure to make payments to Owner after sixty (60) days written notice of such overdue payment.

b) Failure to perform any other material term of this Lease that continues for sixty (60) days after written notice to the defaulting party, provided however, that, if it will reasonably take the party longer than sixty (60) days to cure the default, then the party shall be allowed such additional time as may be reasonably necessary to cure the default on the condition that any such extension shall not exceed one hundred eighty (180) days.

c) A party filing for protection or liquidation under bankruptcy laws, except as otherwise provided herein.

d) Tenant shall have the right to voluntarily terminate this Lease by providing Owner written notice of such termination. In the event of such voluntary termination by Tenant, Owner shall be entitled to payment on a pro rated annual basis computed as of the date of notice of voluntary termination or cessation of electrical production, whichever is later.

e) Upon termination of this Lease, Tenant shall, on request of Owner, execute and deliver to Owner a written release, quitclaim deed, or other instrument specified by Owner, evidencing the termination of this Lease. The instrument shall be signed and acknowledged in a form eligible for recordation.

All Windpower Facilities and related equipment on the Property shall be and remain the property of Tenant or the utility installing same. Upon termination of this Lease for any reason, Tenant shall remove all Windpower Facilities from the Property within one hundred eighty (180) days, with the exception of wind turbine foundations, which will be excavated to a depth of five (5) feet and backfilled. . If Tenant fails to remove the Windpower Facilities or to restore the surface of the Property within one hundred eighty (180) days of the termination of this Lease, Owner may do so, in which case Tenant shall reimburse Owner for reasonable costs incurred by Owner and Owner may dispose of the facilities and related equipment as Owner sees fit without any further obligation to Tenant or the utility installing the same.

f) Bonding Requirements. In the tenth (10) year of the Operating term, Tenant shall provide to Owner a bond undertaking, or other acceptable credit on favor of Owner, for the costs of removal of Windpower Facilities and restoration of the Property. Such bond or undertaking shall initially be in the amount of \$25,000 per wind turbine installed on the Property (the "Initial Restoration Amount") and shall be issued by an insurance company reasonable acceptable to the Parties, or otherwise in a form and contact reasonably acceptable to the parties. Tenant may fund the Initial Restoration Amount over a period of ten (10) years at the rate of \$2,500 per wind turbine installed on the Property per year (the "Yearly Bonding Amount"). The amount of such bond or undertaking shall be reviewed at the tenth (10) anniversary of the Commercial Operations Date and every ten (10) years after thereafter. If, at the 10-year anniversary of the Commercial Operations Date, the Parties reasonable estimation the decommissioning costs shall have increased from the Initial Restoration Amount, then an independent contractor selected by the Parties shall provide a revised estimate of decommissioning costs ("Revised Restoration Amount"). If the Revised Restoration Amount is greater than the Initial Restoration Amount, then Yearly Bonding Amount shall be increased by one-tenth (1/10th) of the difference between the Revised Restoration Amount and the Initial Restoration Amount so that the estimated total decommissioning amount per Turbine shall be fully funded by the twentieth (20) anniversary of the Commercial Operation Date. Notwithstanding any of the foregoing provisions, if the Tenant or its transferee is an investor-owned electric utility regulated by a state public utility commission, no bond or undertaking in favor of Owner for the removal and restoration costs of Windpower Facilities shall be required, any existing bond or other undertaking for said removal and restoration costs shall be released, and the removal and restoration obligations hereunder shall be a general obligation of the investor-owned electric utility to Owner. In addition, notwithstanding the any of the foregoing provisions, in the event that a Governmental or Regulatory Authority entity (for example Kittitas County, Washington Facility Siting Council) requires a bond or undertaking to remove Windpower Facilities, then the requirements of such Governmental or Regulatory Authority shall supersede this Lease and a bond or undertaking shall no longer be requirement of this Lease.

26) Attorney's Fees. In the event that either party files suit to enforce any term of this Lease, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees. If litigation or other legal action shall arise out of this agreement the Tenant will attempt to have venue of litigation in Kittitas County.

27) Notice. Any notice required hereunder shall be in writing and shall be either:

- a) delivered in person;
- b) delivered by Federal Express or other reputable overnight delivery service to the address given below; or
- c) mailed by certified mail, return receipt requested, to the addresses listed below:

i) If to Owner:

Invenergy North America LLC
One South Wacker Drive Suite 2020
Chicago, IL 60606

ii) If to Tenant:

c/o Invenergy LLC
1 South Wacker, Suite 2020 Chicago, IL 60606
Attn: General Counsel

28) Amendment. This Lease may be amended only by a written document executed by both parties.

29) Interpretation. This Lease shall be interpreted under the laws of the State of Washington. If any one or more of the provisions of this Lease is for any reason held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not in any respect, affect any other provision of this Lease, which shall be construed as if it had not included the invalid, illegal or unenforceable provision.

30) Waiver. Any waiver of any term or condition of this Lease must be in writing and executed by both parties in order to be binding.

31) Force Majeure. If either party is unable to perform any obligation required hereunder due to force majeure, other than to make payment of amounts due, such obligation, insofar as it shall be affected by such force majeure, shall be suspended during the continuance of such event, and such default shall thereafter be remedied with all reasonable dispatch. The term "force majeure" shall include acts of God, strikes, lockouts, or other industrial disturbances, civil disturbances, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, acts of public authorities and governmental regulation.

32) Confidentiality. The parties shall not disclose the terms of this Lease to any third parties.

33) Entire Agreement. This Lease constitutes a full and final expression of the parties' agreement and supersedes all prior oral or written negotiations and agreements.

34) Additional Documents and Action. The parties agree to execute all additional documents and take all reasonable steps that may be necessary to carry out the intent and purpose of this Lease.

35) Consent. If consent of a party is required by this Lease, such consent shall not be unreasonably withheld.

36) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and assigns.

37) Recording. The Parties shall execute and record a Memorandum of Lease in the records of Kittitas County, Washington, evidencing the execution of this Lease.

38) Tax Credits. If under applicable law Tenant becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Tenant's option, Owner and Tenant shall amend this Lease or replace it with a different instrument so as to convert Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive.

39) [The remainder of this page intentionally left blank].

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

Naeth America *DE*

INVENERGY WIND LLC

By: *Naeth Burt*
Name: *Douglas B. Carter*
Title: *VICE PRESIDENT*

ACKNOWLEDGMENT

STATE OF *Colo.*
COUNTY OF *Douglas*

Personally came before me this *2nd* day of *October*, 2007, *Douglas Carter, VP*, who executed the foregoing instrument, and acknowledged the same, on behalf of Invenergy Wind LLC.



Katherine S Moser
Name: *Katherine S Moser*
Notary Public, State of Washington *Colorado*
My Commission: *8/29/2004*

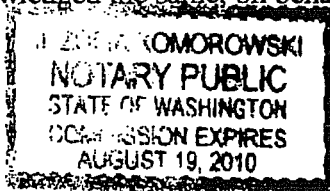
Doris E. Clerf

By: *Doris E. Clerf*
Name: *Doris E. Clerf*
Title: *OWNER*

ACKNOWLEDGMENT

STATE OF *Washington*
COUNTY OF *KITITAS*

Personally came before me this *14th* day of *September*, 2007, *Doris E. Clerf*, who executed the foregoing instrument, and acknowledged the same, on behalf of Invenergy Wind LLC.



J. Zofia Komorowski
Name: *J. ZOFIA KOMOROWSKI*
Notary Public, State of Washington
My Commission: *8-19-2010*

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EXHIBIT A

The Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Acreage</u>	<u>Legal Description</u>
17-21-090000002	Kittitas, WASHINGTON	60.62	Section 09; TWP. 17; RNE. 21; S1/2 SW1/4. of HWY & PTN. SW1/4 SE1/4 S. of HWY (3.03 STATE R/W)

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WIND ENERGY LEASE AGREEMENT

This Lease Agreement (this "Lease") dated this day of ~~October~~³, 2007 (the "Effective Date") between Poison Springs LLC (collectively "Owner") and Invenergy Wind North America LLC ("Tenant").

WHEREAS, Owner owns that real property described on Exhibit A hereto (the "Property"), and

WHEREAS, the parties have agreed that Owner shall lease the Property to Tenant, and Tenant shall lease the Property from Owner, for construction and operation of a wind energy conversion facility and related electrical generation and transmission structures on the Property in accordance with the terms hereof,

NOW THEREFORE, it is hereby agreed as follows:

1) Term. The term of this Lease ("Term") shall include and consist of the Development Term, the Development Term Extension (if any), the Operating Term, and the Extended Term (if any).

a) Development Term. The development term ("Development Term") shall commence as of the Effective Date and shall end upon the first of the following dates to occur.

i) The date that is three (3) years from and after the Effective Date, unless otherwise extended pursuant to this Section 1(a);

ii) The date the Tenant shall terminate this lease, in accordance with Section 3.

iii) The Commercial Operations Date (as defined herein)

Tenant may, at its option, extend the Development term for two (2) additional years by making an additional one-time payment to the Owner of ten thousand dollars (\$10,000) prior to the expiration of the three-year Development Term. This contract will terminate if the Operations Term has not commenced by the end of the Development Term (as such Development Term may be extended).

b) Operating Term. The operating term ("Operating Term") shall commence on the Commercial Operations Date and Continue until the twenty-fifth (25th) anniversary of the Commercial Operations Date. Tenant may, at its option extend the Operating Term for an additional period of twenty-five (25) years. ("Extended Term") by providing Owner with notice of such extension at least ninety (90) days prior to the expiration of the Operating Term.

2) Lease and Use. In consideration of the payments to be made by Tenant and the covenants set forth herein, Owner hereby leases the Property to Tenant, and Tenant

hereby leases the Property from Owner for development, construction, operation, maintenance and removal of a wind energy conversion facility and related electrical generation and transmission structures (collectively the "Windpower Facilities") on, over and across the Property. Tenant and Owner hereby terminate the Access Agreement, effective as of the date hereof.

3) Term of Lease. This Lease shall be for a term of twenty-five (25) years beginning on the date hereof, subject to the right of renewal set forth below.

4) Right of Renewal. Tenant shall have the right of renewal for one (1) additional twenty-five (25) year period by serving written notice upon Owner not less than ninety (90) days prior to the date of expiration of the current term.

5) Rent

Beginning upon the execution of the Lease, and continuing until the earlier of the termination of the Lease or the date that the portion of the Windpower Facilities that is located on the Property is fully operational and generating electricity ("Commercial Operations Date"),

Tenant shall pay Owner the amount of Seven Dollars (\$7.00) per acre of the Property, per calendar year. On the Property Commercial Operation Date, and on its anniversary each year thereafter, Tenant shall pay to Owner, by installments due within sixty (60) days, in an amount equal to the greater of

(a) Four Thousand Dollars (\$4,000.00) for each wind turbine installed on the Property, escalated at the rate of Two Percent (2%) per calendar year; or

(b) Percentage of Gross Revenue as set forth below.

(i) four point five percent (4.5%) of the Gross Revenue generated from the production of wind energy on the property for calendar years one (1) through ten (10) of the Operating Term,

(ii) five percent (5%) of the Gross Revenue generated from the production of wind energy on the property for calendar years eleven (11) through twenty (20) of the operating term,

(iii) five point five percent (5.5%) of the Gross Revenue generated from the production of wind energy on the property for calendar years twenty-one (21) through twenty-five (25) of the Operating Term and any Calendar year during the Extended Term. .

The amounts payable hereunder for a calendar year shall be prorated based on a 365-day year for each wind turbine for which the completion of installation or removal occurs during such year,

based on the number of days in such year following the completion of installation or prior to the completion of removal, as applicable.

(i) For purposes hereof, the term "Gross Revenues" means the aggregate total revenue actually received by Tenant during the applicable period of time, from the sale, to the purchaser of electricity, of electrical energy generated and sold from wind turbines then located on the Property.

(ii) For purposes hereof, the term "Gross Revenues" shall exclude, without limitation, revenues received: (1) from the sale, assignment, transfer or other disposition of Windpower Facilities or any other of Tenant's improvements (and any interest therein); (2) from sales of electrical energy produced by wind turbines not located on the Property; (3) from any rental or other payment received by Tenant in exchange for Tenant's assigning, mortgaging or otherwise transferring all or any of its interest in this Agreement; (4) from the sale, modification or termination of any obligation under a power purchase contract; (5) from parasitic or other loss (i.e., electrical energy used to power Windpower Facilities or Development Activities, or lost in the course of transforming, shaping, transporting or delivering the electricity); (6) from sales of electrical energy for which payment is not received (including because of a default by the purchaser thereof); (7) as reimbursement or compensation for wheeling costs or other electricity transmission or delivery costs; or (8) from production tax credits, other tax benefits and credits, or any reimbursement thereof received by Tenant.

(iii) In the event that electrical energy produced from wind turbines located on the Property is commingled with electrical energy produced from wind turbines located on other lands, then Tenant shall, using such methods, calculations, procedures and/or formulae as Tenant may in good faith adopt, allocate to the Property a portion of the Gross Revenues received from such commingled electrical energy.

6) Representations and Warranties. Owner makes the following representations and warranties:

a) Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

b) Owner represents that there are no unrecorded liens, encumbrances, leases, mortgages, security interests, deeds of trust (except as disclosed to Tenant in writing), or other exceptions (collectively, "Liens") to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property. Except as may be disclosed in the Real Property Records of Kittitas County, in the State of Washington, or as disclosed by Owner in writing to Tenant, Owner represents that there are no Liens encumbering all or any portion of the Property. Owner shall fully cooperate and assist Tenant, at no out-of-pocket expense to Owner, in obtaining a subordination and non-disturbance agreement from each party that holds a Lien (recorded or

unrecorded) that might interfere with Tenant's rights under this Lease.

c) No litigation is pending, and, to the best of Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Property. If Owner learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Owner shall promptly deliver notice thereof to Tenant.

d) To the best of Owner's knowledge and without limiting the generality of the foregoing, (i) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (ii) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any Law (each, a "Hazardous Material") has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other Laws (each, an "Environmental Law") that govern the same or are applicable thereto and (iii) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Owner has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

e) To the best of Owner's knowledge the Property is in full and complete compliance in all material respects with all governmental laws, ordinances, rules and regulations applicable to the Property.

f) Owner has the full power and authority to enter into this Lease, and this Lease does not violate and will not violate any contract, agreement, instrument, judgment or order to which Owner is a party or the Property subject.

7) Rights of Tenant. Tenant shall have:

a) The right to enter upon the Property and conduct activities prior to construction of the Windpower Facilities that are reasonably necessary in connection with development of the Property for such purposes, including without limitation, erection and maintenance of meteorological towers, collection of data, taking soil samples, release of weather balloons, surveying, designing and other activities reasonably necessary to plan or develop a wind energy conversion facility.

b) The right of ingress and egress over the Property by means of roads and lanes where there are such, otherwise by such route or routes as shall least damage and inconvenience Owner.

c) The right to enter upon the Property and conduct activities at such times as Tenant may deem necessary for the purpose of constructing, operating and maintaining and removing the Windpower Facilities and related electrical generation and transmission

structures and for transmission of the energy generated by the Windpower Facilities and all activities reasonably necessary or appropriate for such purposes, including, without limitation, constructing, installing, operating, maintaining and removing the following:

- i) foundations, concrete pads and footings;
- ii) wind turbine units;
- iii) guy wires, support fixtures, anchors and fences;
- iv) buildings needed for the maintenance of wind turbine units and maintenance and storage of related equipment;
- v) electrical transformers and energy storage facilities;
- vi) electric transformers, electric distribution and transmission towers and lines either above ground or under ground;
- vii) substations or switching facilities for the purpose of connecting to transmission system;
- viii) roads providing access from public roads to the facilities.

d) The right to install, maintain and use gates in all fences that now cross or shall hereafter cross the Property.

e) The right to conduct all other activities reasonably determined by Tenant to be necessary or useful to accomplish the general purposes of this Lease.

f) The right and privilege to permit the rotors of turbines located on adjacent properties to overhang a portion of the Property identified and shown on Exhibit B of this Lease. Owner shall not interfere with the operation of turbine rotors that overhang the Property.

(g) The right and entitlement to cause on, over, across, and under Owner's Property such noise, audio, visual, view, light, vibration, air turbulence, wake, electromagnetic, television reception, ice or other weather-created hazards (including but not limited to ice falling from the Windpower Facilities onto Owner's Property) effects, or other effects of any kind whatsoever resulting directly or indirectly from (a) any operations or activities of any Wind Project or (b) the Windpower Facilities, including any portion of the Windpower Facilities now or hereafter located on the Property (collectively, the "Effects"). By granting this permission, Owner on behalf of him or herself and his or her heirs, successors, and assigns hereby waives and release any right, claim, or cause of action which he or she may now have or which he or she may have in the future against Tenant as a direct or indirect result of said Effects.

(h) The right to test television signal strength and reception at any residence on the Property before Project construction and at reasonable intervals.

8) Rights Reserved by Owner. Subject to Owner's obligations specifically set forth in this Lease, Owner shall have the right to use the Property in any reasonable manner, including specifically for livestock husbandry or for agricultural purposes, provided that such activities shall not interfere with operation of the wind energy facility or related generation and transmission structures or create a risk of damage to or injury to the wind energy facility or related equipment.

9) Obligations of Tenant. Tenant shall:

a) Install Windpower Facilities on the Property within three (3) years of the signature of this Lease. Should Tenant wish to extend such three-year period for an additional two (2) years, Tenant shall make an additional one-time payment ("Extension Payment") to Owner of ten thousand dollars (\$10,000) prior to the expiration of such three-year period.

b) Keep the Property free and clear of all liens for labor and services performed on and materials and equipment supplied to the Property in connection with Tenant's activities on the Property, provided, however, that if Tenant wishes to contest any such lien, Tenant may do so provided that, within ninety (90) days after it receives notice of the filing of such lien, Tenant shall cause such lien to be removed pursuant to applicable law.

c) Comply with all federal, state and local laws.

d) Obtain and comply with all permits.

e) Not use, store, dispose or release Hazardous Materials on the Property, except that Tenant may use hazardous substances in its normal business operations as long as such use is not harmful to Owner and is in full compliance with all applicable laws.

10) Obligations of Owner. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, disturb or interfere with the construction, installation, maintenance, or operation of the Windpower Facilities, whether located on the Property or elsewhere; access over the Property to such Windpower Facilities; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Owner shall not (i) disturb or interfere with the wind speed or wind direction over the Property, whether by placing wind turbines, telecommunication towers or antennas, planting trees or constructing buildings or other structures, or by engaging in any other activity on the Property or elsewhere that could be reasonably expected to cause a decrease in the output or efficiency of the Windpower Facilities, or (ii) disturb the subsurface such that it could be reasonably expected to damage or interfere with the structural integrity of the Windpower Facilities.

Owner shall:

(a) Consult with Tenant and obtain Tenant's prior written approval as to the location of all structures located one thousand (1,000) feet or less from any turbine or met tower whether located on or off the Property. Approval shall be based on whether, in Tenant's sole judgment, informed by appropriate professional engineering and meteorological opinions obtained at Tenant's expense, the proposed structures at the proposed location are likely to cause interference or inconvenience. This Lease expressly includes the right of Tenant to enter on

any part of the Property to enforce Tenant's rights, including the physical removal of trees or structures (except existing trees and structures) causing interference or inconvenience. Tenant shall consult with Owner before making any such removals.

(b) Not violate any Environmental Law. Owner shall indemnify Tenant against any such violation that is caused by: (i) any person and exists as of the Effective Date or occurs on or before the commencement of construction of the Windpower Facilities; or (ii) Owner or Owner's agents and occurs after the commencement of construction of the Windpower Facilities. Owner shall promptly notify Tenant of any such violation.

(c) Cooperate with Tenant, at Tenant's expense, in obtaining any necessary agreements or approvals from existing lien holders, including mortgagees and any permits, environmental impact reviews or approvals required for the construction or operation of the Windpower Facilities.

(d) Not construct or operate or authorize any other party to construct or operate a wind energy conversion facility on the Property during the term hereof.

11) Taxes and Utilities. Owner shall pay real property taxes levied on the Property. However, any increases in real property taxes due to the re-classification of the Property due to the wind energy facilities and use will be paid by Tenant.

a) Tenant shall pay all personal property taxes levied against the Windpower Facilities and related equipment.

b) Tenant shall pay for all water, electric, telecommunications and other utility service used by the Windpower Facilities.

c) To the extent Owner fails to pay any real property taxes for which it is responsible under this Lease and/or Tenant believes its interest under this Lease is threatened due to Owner's failure to pay any real property taxes, Tenant shall have the right, but not the obligation, in addition to all other remedies available at law, in equity or under this Lease, to pay such real property taxes (together with any penalties and interest), in which event Owner shall immediately reimburse Tenant for such amount (including, without limitation, Tenant's cost of funds) and Tenant may deduct such amount (including, without limitation, Tenant's costs of funds) from rent thereafter due under this Lease.

12) Zoning. Owner agrees that Tenant may, if it so elects, at any time following execution of this Lease, commence taking any and all actions as it may reasonably determine are necessary or proper to effectuate change of zoning or such other land use regulation of the Property and may apply for any applicable permits or approvals to allow wind energy development on the Property. However, Tenant shall not be allowed to effectuate a change in zoning or other land use regulations which would prohibit agricultural activities. Owner, at Tenant's expense, shall cooperate with Tenant in Tenant's efforts to affect such zoning or land use changes or applications. Such

cooperation shall include, without limitation, the execution by Owner of documents or authorizations therefore, provided, however, that all costs and expenses incurred or assessed directly or indirectly with respect to effectuating such changes shall be borne by Tenant, including any additional taxes. If such regulations are changed at the end of the term of this Lease, Tenant shall assist and reimburse Owner for their actual and reasonable costs of changing the zoning classification back to its original status if required to allow Owner's continued use of the Property for purposes used as of the date hereof.

Owner hereby waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in any local, county or state zoning ordinance or law, or in any governmental entitlement or permit heretofore or hereafter issued to Tenant or affiliate for Windpower Facilities installed or constructed or to be installed or constructed at and/or near the common boundary between the Owner's Property and any adjacent property utilized for the Windpower Facilities. Further, if so requested by Tenant or its affiliate, Owner shall, without demanding additional consideration therefore, (a) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other document or instrument reasonably requested by Tenant or a governmental body in connection therewith and (b) return the same thereto within ten (10) days after such request.

13) Right of First Refusal. In the event during the term of this Lease that Owner offers the Property, or any part thereof, for sale, or receives a bona fide offer to purchase acceptable to them, they shall give Tenant notice in writing of their intention to sell and of such offer and the terms and conditions thereof, whereupon, Tenant shall, subject to any rights of first refusal as to the Property held by a third party that pre-dates this lease, have the right and privilege for thirty (30) days after receipt of such notice to purchase the Property or such part thereof that has been offered for sale upon the same terms and conditions contained in said bona fide offer.

14) Tenant's Indemnity. Tenant shall indemnify Owner for and hold Owner harmless against all claims, demands, damages, costs and expenses, including attorneys' fees for defending claims and demands, to the extent they arise from any breach on Tenant's part of any terms or conditions of this Lease, or from any act or omission constituting negligence or willful misconduct of Tenant, its agents, contractors, employees or invitees in or about the Property. In case of any action or proceeding brought against Owner by reason of such claim, Tenant, on notice from Owner, shall defend the action or proceeding by counsel acceptable to Owner.

Notwithstanding the foregoing, Owner, due to the location of the Property next to gravel roads or construction areas, may be inconvenienced by construction noise and dust. Additionally, construction traffic in some areas may inconvenience Owner or require Owner to travel by unaccustomed routes to avoid construction traffic. Owner acknowledges Tenant has informed Owner of the potential impacts of construction and agrees (i) that the compensation provided in this Lease Agreement is adequate for the impacts described and (ii) that Tenant shall in no event be liable to Owner for any damages or indemnification related to such construction noise, dust

and/or traffic.

15) Owner's General Indemnity. In addition to any other specific indemnification obligations of Owner in this Agreement, Owner shall indemnify Tenant for and hold Tenant harmless against all claims, demands, damages, costs and expenses, including attorneys' fees for defending claims and demands, to the extent they arise from any breach on of any terms or conditions of this Lease, from the breach, falsity or inaccuracy of any representation or warranty of Owner under this Lease, or from any act or omission constituting negligence or willful misconduct of Owner, their agents, contractors, employees or invitees in or about the Property. In case of any action or proceeding brought against Tenant by reason of such claim, Owner, on notice from Tenant, shall defend the action or proceeding by counsel acceptable to Tenant.

16) Notification of Legal or Administrative Proceedings. If Owner becomes aware of any litigation or administrative action or proceeding that is instituted or proposed or threatened with respect to the Property, Owner shall promptly notify Tenant thereof.

17) Insurance.

a) Tenant shall maintain appropriate liability insurance covering all of its activities on the Property. Such policy shall contain liability limits of not less than one million dollars (\$1,000,000.00) and shall name Owner as an additional insured.

b) The policy shall also provide that it cannot be cancelled without at least thirty (30) days written notice to Owner.

18) Assignment/Mortgage by Tenant.

(a) Tenant may, upon notice to Owner but without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the Windpower Facilities and/or Tenant's, assignees or subtenant's leasehold estate and rights under this Lease (collectively, its "Wind Farm Assets"). These various security interests in all or a part of the Wind Farm Assets are collectively referred to as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to as "Mortgagees." Tenant shall also have the right without Owner's consent to sell, convey, lease, or assign all or any portion of its Wind Farm Assets on either an exclusive or a non-exclusive basis, or to grant subleases, easements, licenses or similar rights, however denominated (collectively, "Assignments"), to one or more persons or entities (collectively, "Assignees"). Tenant shall provide written notice to Owner of any assignment including the name, address and phone number of the party receiving the assignment. All assignees, grantees or successors of Tenant shall abide by the terms of this Lease. Assignees and Mortgagees shall use the Wind Farm Assets only for the uses permitted under this Lease. Assignees and Mortgagees shall have all rights and remedies allowed them under then existing laws except as limited by their individual agreements with Tenant, provided that under no circumstances shall any Mortgagee or Assignee have any greater rights of ownership or use of the Property than the rights granted to Tenant in this Lease. Whenever Tenant has mortgaged or assigned an interest under this Section, or has conveyed a sublease or

other interest, it will give notice of the mortgage, assignment or conveyance (including the address of the Mortgagee or Assignee for notice purposes) to Owner, provided that failure to give this notice shall not constitute a default under this Lease but rather shall only have the effect of not binding Owner with respect to such mortgage, assignment or conveyance until notice is given.

(b) Any and all mortgages, deeds of trust or liens placed upon or suffered by Owner that encumber the Property or Owner's interest in the Property shall be expressly subject and subordinate in all respects to this Lease, to all of the obligations of Owner hereunder and to all of the rights of Tenant vested or arising hereunder. Owner shall cause any mortgagees or other lien holders to execute and deliver subordination agreements reflecting such subordination in form and substance satisfactory to Tenant.

(c) Owner, at Tenant's expense, agrees to consent in writing to financing documents as may reasonably be required by Mortgagees. As a precondition to exercising any rights or remedies related to any alleged default by Tenant under this Lease, Owner shall give written notice of the default to each Mortgagee and Assignee at the same time it delivers notice of default to Tenant, specifying in detail the alleged event of default and the required remedy. Each Mortgagee and Assignee shall have the same amount of time to cure the default as to Tenant's entire interest or its partial interest in the Wind Farm Assets as is given to Tenant and the same right to cure any default as Tenant or to remove any property of Tenant, Mortgagees or Assignees located on the Property. The cure period for each Mortgagee and Assignee shall begin to run at the end of the cure period given to Tenant in this Lease, but in no case shall the cure period for any Mortgagee or Assignee be less than thirty (30) days after receipt of the default notice. Failure by Owner to give a Mortgagee or Assignee notice of default shall not diminish Owner's rights against Tenant, but shall preserve all rights of the Mortgagee or Assignee to cure any default and to remove any property of Tenant, the Mortgagee or Assignee located on the Property.

(d) Any Mortgagee or Assignee that does not directly hold an interest in the Wind Farm Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Lease prior to the time the Mortgagee or Assignee directly holds an interest in this Lease, or succeeds to absolute title to Tenant's interest. A Mortgagee or Assignee shall be liable to perform obligations under this Lease only for and during the period it directly holds such interest or absolute title. Any Assignment permitted under this Lease shall release Tenant or other assignor from obligations accruing after the date that liability is assumed by the Assignee.

(e) Tenant will make all reasonable efforts to ensure there is no interference with the existing cell phone tower structures and access roads already on the site.

19) Right to Cure Defaults/Notice of Defaults/Right to New Lease.

a) To prevent termination of this Lease or any partial interest in this Lease, Tenant, and Mortgagee or Assignee shall have the right, but not the obligation, at any

time to perform any act necessary to cure any default and to prevent the termination of this Lease or any interest in the Wind Farm Assets.

b) In the event of an uncured default by the holder of Tenant's entire interest in this Lease, or in the event of a termination of this Lease by agreement, by operation of law or otherwise, each Mortgagee or Assignee of a partial interest in the Wind Farm Assets that is not in default of its obligations, shall have the right to have Owner either recognize the Mortgagee's or Assignee's interest or lease the Property on substantially identical terms as this Lease. Under the new lease, the Mortgagee or Assignee shall be entitled to, and Owner shall not disturb, Mortgagee's or Assignee's continued use and enjoyment for the remainder of the Term (or the Renewal Term), or such shorter term as an Assignee may otherwise be entitled pursuant to its Assignment. Notwithstanding any of the language of this Lease, the Owner is entitled to the full payment and performance of all obligations due by Tenant under this Lease regardless of how those payments and obligations may be divided among Mortgagees, or Assignees.

i) Extended Cure Period. If any default by Tenant under this Lease cannot be cured without obtaining possession of all or part of the Wind Farm Assets, then any such default shall be deemed remedied if a Mortgagee or Assignee: (1) within sixty (60) days after receiving notice from Owner as set forth in Section 17(c), acquires possession of all or part of the Wind Farm Assets, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (2) diligently prosecutes any such proceedings to completion; and (3) after gaining possession of all or part of the Wind Farm Assets performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Mortgagee or Assignee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

ii) Certificates, etc. Owner, at Tenant's expense, shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Lease, if such be the case), consents to assignment and non-disturbance agreements as Tenant or any Mortgagee or Assignee may reasonably request from time to time. Owner and Tenant shall cooperate in amending this Lease from time to time to include any provision that may be reasonably requested by Tenant or any Mortgagee or Assignee to implement the provisions contained in this Lease or to preserve a Mortgagee's security interest.

20) Mortgagee Protection. Any Mortgagee, upon delivery to Owner of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Lease:

a) Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right:

- i) to assign its Mortgage;
- ii) to enforce its lien and acquire title to all or any portion of the Wind Farm Assets by any lawful means;
- iii) to take possession of and operate all or any portion of the Wind Farm Assets and to perform all obligations to be performed by Tenant under this Lease, or to cause a receiver to be appointed to do so; and
- iv) to acquire all or any portion of the Wind Farm Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Owner's consent to assign or transfer all or any portion of the Wind Farm Assets to a third party.

b) Opportunity to Cure. During any period of possession of the Property by a Mortgagee (or a receiver requested by a Mortgagee) and/or while any foreclosure proceedings instituted by a Mortgagee are pending, the Mortgagee shall pay or cause to be paid the fees and all other monetary charges payable by Tenant under this Lease which have accrued and are unpaid at the commencement of the period and those which accrue thereafter during the period. Following acquisition of all or a portion of the Wind Farm Assets by the Mortgagee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force and effect and the Mortgagee or party acquiring Tenant's interest under this Lease shall, as promptly as reasonably possible, commence the cure of all defaults under this Lease and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Lease based upon such defaults shall be deemed waived.

c) Any Mortgagee or other party who acquires Tenant's interest in the Wind Farm Assets pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Lease incurred or accruing after the party no longer has ownership or possession of the Wind Farm Assets.

d) Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as all annual installment payments and all other monetary charges payable by Tenant under this Lease are paid by the Mortgagee in accordance with the terms of this Lease.

21) New Lease. If this Lease terminates because of Tenant's default, if the leasehold interest hereunder is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights by Tenant and, within ninety (90) days after such event, Tenant or any Mortgagee or Assignee shall have arranged to the reasonable satisfaction of Owner for the payment of all fees or other charges due and payable by Tenant as of the date of such event, then Owner shall execute and deliver to Tenant or such Mortgagee or Assignee or to a designee of one of these parties, as the case may be, a new lease of the Property which (i) shall be for a term equal to the remainder of the Term (or the Renewal Term, if applicable) before giving effect to such rejection or termination; (ii) shall contain the same covenants, agreements, terms, provisions and

limitations as this Lease (except for any requirements that have been fulfilled by Tenant or any Mortgagee or Assignee prior to rejection or termination of this Lease); and, (iii) shall include that portion of the Wind Farm Assets in which Tenant or such other Mortgagee or Assignee had an interest on the date of rejection or termination.

a) After the termination, rejection or disaffirmation of this Lease and during the period thereafter during which any Mortgagee shall be entitled to enter into a new lease for the Property, Owner will not terminate the rights of any Assignee unless in default under its Assignment.

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

c) The provisions of this Section 21 shall survive the termination, rejection or disaffirmation of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 21 were a separate and independent contract made by Owner, Tenant and each Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such new lease, such Mortgagee may use and enjoy the Property without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for the new lease as set forth above are complied with.

22) Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Lease to the contrary, the parties agree that so long as there exists an unpaid Mortgagee, this Lease shall not be modified or amended, and Owner shall not accept a surrender, cancellation or release of all or any part of the Wind Farm Assets from Tenant, prior to expiration of the Term (or Renewal Term, if applicable) without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by each Mortgagee as if it were a party named in this Lease. It shall be the Tenant's and any Mortgagee's obligation to notify the Owner that there exists an unpaid mortgage. The provisions of this paragraph will not apply if Owner has not been notified that an unpaid mortgagee exists.

23) Liens. On the commencement of the Term, the Property shall be free and clear of all monetary liens other than those expressly approved by Tenant. Thereafter, any assignment of this Lease, mortgage, deed of trust or other monetary lien placed on the Property by Owner, or permitted by Owner to be placed or to remain on the Property, shall be subject to this Lease, to any Assignment or Mortgage then in existence on the Wind Farm Assets as permitted by this Lease, to Tenant's right to encumber the Wind Farm Assets, and to any and all documents executed or to be executed by Owner in connection with Tenant's development of all or any part of the Property. Owner agrees to cause any monetary liens placed on the Property by Owner in the future to incorporate the conditions of this Section 23.

24) Condemnation.

a) In the event that the Property or any part thereof is taken by condemnation, the parties shall negotiate in good faith to amend this Lease to relocate the facilities, or, at Tenant's option, the agreement shall be terminated.

b) Owner shall be entitled to receive all condemnation payments except any amount awarded to compensate for removal or relocation of the wind facility, loss or damage to any wind facility which Tenant cannot remove or is required not to remove, or loss of use or value of this Lease, which such payments shall be paid to Tenant.

25) Default: Termination. The following events shall constitute default and allow for termination of this Lease:

a) Tenant's failure to make payments to Owner after sixty (60) days written notice of such overdue payment.

b) Failure to perform any other material term of this Lease that continues for sixty (60) days after written notice to the defaulting party, provided however, that, if it will reasonably take the party longer than sixty (60) days to cure the default, then the party shall be allowed such additional time as may be reasonably necessary to cure the default on the condition that any such extension shall not exceed one hundred eighty (180) days.

c) A party filing for protection or liquidation under bankruptcy laws, except as otherwise provided herein.

d) Tenant shall have the right to voluntarily terminate this Lease by providing Owner written notice of such termination. In the event of such voluntary termination by Tenant, Owner shall be entitled to payment on a pro rated annual basis computed as of the date of notice of voluntary termination or cessation of electrical production, whichever is later.

e) Upon termination of this Lease, Tenant shall, on request of Owner, execute and deliver to Owner a written release, quitclaim deed, or other instrument specified by Owner, evidencing the termination of this Lease. The instrument shall be signed and acknowledged in a form eligible for recordation.

All Windpower Facilities and related equipment on the Property shall be and remain the property of Tenant or the utility installing same. Upon termination of this Lease for any reason, Tenant shall remove all Windpower Facilities from the Property within one hundred eighty (180) days, with the exception of wind turbine foundations, which will be excavated to a depth of five (5) feet and backfilled. . If Tenant fails to remove the Windpower Facilities or to restore the surface of the Property within one hundred eighty (180) days of the termination of this Lease, Owner may do so, in which case Tenant shall reimburse Owner for reasonable costs incurred by Owner and Owner may dispose of the facilities and related equipment as Owner sees fit without any further obligation to Tenant or the utility installing the same.

f) Bonding Requirements. In the tenth (10) year of the Operating term, Tenant shall provide to Owner a bond undertaking, or other acceptable credit on favor of Owner, for the costs of removal of Windpower Facilities and restoration of the Property. Such bond or undertaking shall initially be in the amount of \$25,000 per wind turbine installed on the Property (the "Initial Restoration Amount") and shall be issued by an insurance company reasonable acceptable to the Parties, or otherwise in a form and contact reasonably acceptable to the parties. Tenant may fund the Initial Restoration Amount over a period of ten (10) years at the rate of \$2,500 per wind turbine installed on the Property per year (the "Yearly Bonding Amount"). The amount of such bond or undertaking shall be reviewed at the tenth (10) anniversary of the Commercial Operations Date and every ten (10) years after thereafter. If, at the 10-year anniversary of the Commercial Operations Date, the Parties reasonable estimation the decommissioning costs shall have increased from the Initial Restoration Amount, then an independent contractor selected by the Parties shall provide a revised estimate of decommissioning costs ("Revised Restoration Amount"). If the Revised Restoration Amount is greater than the Initial Restoration Amount, then Yearly Bonding Amount shall be increased by one-tenth (1/10th) of the difference between the Revised Restoration Amount and the Initial Restoration Amount so that the estimated total decommissioning amount per Turbine shall be fully funded by the twentieth (20) anniversary of the Commercial Operation Date. Notwithstanding any of the foregoing provisions, if the Tenant or its Transferee is an investor-owned electric utility regulated by a state public utility commission, no bond or undertaking in favor of Owner for the removal and restoration costs of Windpower Facilities shall be required, any existing bond or other undertaking for said removal and restoration costs shall be released, and the removal and restoration obligations hereunder shall be a general obligation of the investor-owned electric utility to Owner. In addition, notwithstanding the any of the foregoing provisions, in the event that a Governmental or Regulatory Authority entity (for example Kittitas County, Washington Facility Siting Council) requires a bond or undertaking to remove Windpower Facilities, then the requirements of such Governmental or Regulatory Authority shall supersede this Lease and a bond or undertaking shall no longer be requirement of this Lease.

26) Attorney's Fees. In the event that either party files suit to enforce any term of this Lease, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees. If litigation or other legal action shall arise out of this agreement the Tenant will attempt to have venue of litigation in Kittitas County.

27) Notice. Any notice required hereunder shall be in writing and shall be either:

- a) delivered in person;
- b) delivered by Federal Express or other reputable overnight delivery service to the address given below; or
- c) mailed by certified mail, return receipt requested, to the addresses listed below:

i) If to Owner:

Invenergy North America LLC
One South Wacker Drive Suite 2020
Chicago, IL 60606

ii) If to Tenant:

c/o Invenergy LLC
1 South Wacker, Suite 2020 Chicago, IL 60606
Attn: General Counsel

28) Amendment. This Lease may be amended only by a written document executed by both parties.

29) Interpretation. This Lease shall be interpreted under the laws of the State of Washington. If any one or more of the provisions of this Lease is for any reason held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not in any respect, affect any other provision of this Lease, which shall be construed as if it had not included the invalid, illegal or unenforceable provision.

30) Waiver. Any waiver of any term or condition of this Lease must be in writing and executed by both parties in order to be binding.

31) Force Majeure. If either party is unable to perform any obligation required hereunder due to force majeure, other than to make payment of amounts due, such obligation, insofar as it shall be affected by such force majeure, shall be suspended during the continuance of such event, and such default shall thereafter be remedied with all reasonable dispatch. The term "force majeure" shall include acts of God, strikes, lockouts, or other industrial disturbances, civil disturbances, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, acts of public authorities and governmental regulation.

32) Confidentiality. The parties shall not disclose the terms of this Lease to any third parties.

33) Entire Agreement. This Lease constitutes a full and final expression of the parties' agreement and supersedes all prior oral or written negotiations and agreements.

34) Additional Documents and Action. The parties agree to execute all additional documents and take all reasonable steps that may be necessary to carry out the intent and purpose of this Lease.

35) Consent. If consent of a party is required by this Lease, such consent shall not be unreasonably withheld.

36) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and assigns.

37) Recording. The Parties shall execute and record a Memorandum of Lease in the records of Kittitas County, Washington, evidencing the execution of this Lease.

38) Tax Credits. If under applicable law Tenant becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Tenant's option, Owner and Tenant shall amend this Lease or replace it with a different instrument so as to convert Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive.

39) [The remainder of this page intentionally left blank].

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

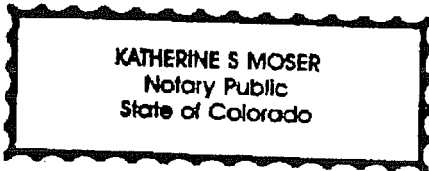
INVENERGY WIND NORTH AMERICA LLC

By: *[Signature]*
Name: Douglas B Carter
Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF Colorado
COUNTY OF Douglas

Personally came before me this 2nd day of October, 2007, Douglas Carter, VP, who executed the foregoing instrument, and acknowledged the same, on behalf of Invenergy Wind North America LLC.



Name: Katherine S Moser
Notary Public, State of
Washington Colorado
My Commission: 8/29/2009

Poison Springs, LLC

By: *[Signature]*
Name: Judy A. Webb
Title: manager

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally came before me this _____ day of _____, 2007, _____, who executed the foregoing instrument, and acknowledged the same, on behalf of Invenergy Wind North America LLC.

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

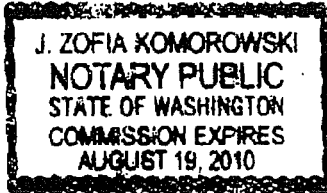
[Handwritten mark]

STATE OF WASHINGTON)

COUNTY OF KITTITAS)

On this 14th day of September, 2007, before me personally appeared Judy A. Webb, to me known to be the Manager of Poison Springs, a Washington limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed, if any, is the seal of said limited liability company.

Given under my hand and official seal this 14th day of September, 2007.



Signature: J. Zofia Komorowski

Name (Print): J. ZOFIA KOMOROWSKI

NOTARY PUBLIC in and for the State of
Washington, residing at Ellensburg
My appointment expires: 8-19-2010

✶

EXHIBIT A

The Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Acreage</u>	<u>Legal Description</u>
17-21-21030-0002	Kittitas, WASHINGTON	430.51	SEC. 21, TWP. 17, RGE. 21; ALL SECTION N. OF SR90; LESS 175.54@ SR90 (RD@)
17-21-20030-0001	Kittitas, WASHINGTON	496.86	SEC. 20; TWP. 17; RGE. 21; N1/2; N1/2 SW1/4; N1/2 SE1/4; S1/2 S1/2 LY N. OF I-90 (LESS 100.54@ I-90)

