WIND ENERGY LEASE
(Illinois – Alta Farms II)

THIS WIND ENERGY LEASE (this "***Lease***") is made, dated and effective as of November 1, 2009 (the "***Effective Date***"), by and between Phyllis Joan Lappin, as Trustee of the Arthur J. Lappin Trust dated February 21, 1996 ("***Lessor***"), and Alta Farms Wind Project II, LLC, an Illinois limited liability company ("***Lessee***"); and Lessor and Lessee (together, the "***Parties***" and each a "***Party***") hereby contract and agree as follows:

1. Lease. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor, Lessor hereby leases to Lessee and its successors and assigns, and Lessee hereby leases from Lessor, that certain real property, including all air space thereof, described on Exhibit "A" attached hereto and incorporated herein, as generally depicted on the map attached hereto as Exhibit "A-1" (the "***Property***"); provided, however, that this Lease is solely for wind energy purposes, and not for any other purpose. Among other things, this Lease includes (a) the exclusive right and easement on, over and across the Property for the free and unobstructed flow of wind currents and wind resources, together with the exclusive right to (i) develop, use, convert, maintain and capture such wind, (ii) convert wind energy into electrical energy and (iii) derive and keep all credits and income therefrom (subject to the payment of Rent to Lessor, as set forth below), and (b) the exclusive right and easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property. The Parties agree that the Property consists of One Hundred Forty Seven (147) acres of land (the "***Total Acreage***").

2. Purpose of Lease. Without limiting the generality of the foregoing, Lessee shall have possession of the Property for the following wind energy uses and purposes (collectively, "***Wind Operations***"), to be conducted in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee: (a) determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data; (b) developing, constructing, erecting, installing, improving, enlarging, replacing, repowering, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring the following, whether for the benefit of Wind Power Facilities on the Property or on other lands: (i) wind energy conversion systems and wind power generating facilities, including associated towers, foundations, support structures and equipment (collectively, "***Generating Units***"); (ii) electrical transmission, distribution and control facilities, and communications facilities, including overhead and underground lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities (collectively, "***Transmission***

Facilities"); (iii) anemometers, meteorological towers and wind measurement, monitoring and recording equipment and facilities; (iv) roads, bridges, culverts and erosion control facilities; (v) control, maintenance and administration buildings, (vi) laydown areas and maintenance yards; (vii) utility lines and installations; (viii) fences, gates and other safety and protection facilities; and (ix) other improvements, fixtures, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "***Wind Power Facilities***"); (c) vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities (whether located on the Property or on other lands), on, over and across the Property, by means of roads thereon if existing (which Lessee may widen, strengthen or otherwise improve), or otherwise by such roads as Lessee may construct from time to time ("***Access Rights***"); and (d) undertaking any other activities that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with or to accomplish any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies, and clearing vegetation.

3. Lessee's Obligations. In addition to the other obligations of Lessee provided in this Lease, Lessee shall perform the special obligations in favor of Lessor as set forth in Section 12.9.

4. Reservations By Lessor. Subject to Section 8.6 and the other rights of Lessee under this Lease, Lessor reserves the right to use the Property and conduct activities on the Property for any purpose (including farming, ranching, grazing, conservation, hunting, and oil, gas and other mineral exploration and development), and to lease the Property and grant easements and other rights on, over, under and across the Property to other persons, entities and governmental authorities (each, a "***Person***") for such purposes (and any income derived by Lessor therefrom shall belong entirely to Lessor); provided, however, that such uses, activities, leases, easements and rights shall not include wind energy development or the installation or use of any facilities related to wind energy development or generation, the right to which is exclusively granted to Lessee herein. Any such leases, easements and other grants of rights entered into after the Effective Date shall expressly provide that they are subject and subordinate in all respects to this Lease and to the rights of Lessee hereunder.

5. Term. This Lease shall initially be for a term (the "***Development Term***") commencing on the Effective Date and ending on the sooner to occur of (a) seven (7) years after the Effective Date or (b) the date on which the Extended Term commences. Lessee shall have the right and option (the "***Lease Extension Option***") to extend the term of this Lease for a single forty (40) year period (the "***Extended Term***") by giving Lessor written notice of such extension at any time prior to the expiration of the seven (7) year period described above, whereupon the Extended Term shall commence (and the Development Term shall end) on the date specified in such notice, which date shall in any event not be later than the expiration of such seven (7) year period (the "***Extended Term Commencement Date***"). For purposes of this Lease, if the Extended Term Commencement Date does not fall on January 1st, the first year of the Extended Term shall be the remainder of the calendar year in which Lessee exercises the Lease Extension Option (with Rent and all other annual payments being prorated during such partial year to include prorated credit for Development Term Rent for the remainder of such partial year) and the first full calendar year thereafter (with Rent and all other annual payments being made for such first full calendar year of the Extended Term and every year thereafter as provided in Section 6.2 below). If Lessee so requests, the Parties shall promptly execute and record a supplemental memorandum of this Lease setting forth the expiration date of the Extended Term. Notwithstanding Section 2, Lessee shall not be permitted to commence

construction of any Wind Power Facilities on the Property (other than anemometers, meteorological towers, and wind measurement, monitoring and recording equipment and facilities) unless and until Lessee has exercised the Lease Extension Option.

6. Payments. Lessee shall pay or tender the following amounts to Lessor (collectively, the "***Rent***"):

6.1 Development Term Rent. Commencing on the Effective Date, and thereafter within fifteen (15) days after each anniversary of the Effective Date during the Development Term (unless this Lease is earlier terminated), Lessee shall pay to Lessor, annually in advance, an amount equal to the Total Acreage multiplied by the amount shown on the following table for the applicable Lease year (the "***Development Term Rent***"):

Lease year	Development Term Rent (per acre)
1-5	$8.00
6	$10.00
7	$11.00

The first payment of Development Term Rent shall be made within thirty (30) days after the Effective Date. Any Development Term Rent payable for less than a full year shall be prorated by Lessee on the basis of a 365-day year.

6.2 Extended Term Rent. If Lessee exercises the Lease Extension Option, then the following shall apply:

6.2.1 For each calendar year during the Extended Term until this Lease expires or is earlier terminated, Lessee shall pay to Lessor the greater of the amounts resulting from the calculations in the following subsections (a), (b) and (c) of this Section 6.2.1 and in the manner as set forth in this Section 6.2 (the "***Extended Term Rent***"):

(a) an annual amount as shown on the table below for each acre of the Total Acreage:

Extended Term year	Extended Term Rent (per acre)
1-10	$15.00
11-20	$20.00
21-30	$25.00
31-40	$30.00

(b) an annual amount as shown on the table below per Megawatt of Generating Units on the Property (as defined in Section 6.2.4 below):

Extended Term year	Extended Term Rent (per Megawatt)
1-10	$5,000.00
11-20	$6,000.00
21-30	$7,000.00
31-40	$8,000.00

or (c) a percentage, as shown on the table below, of the Gross Revenues (as defined below) actually received by Lessee during such year:

Extended Term year	Extended Term Rent (percent of Gross Revenues)
1-10	3%
11-20	4%
21-40	5%

6.2.2 The per-acre amount set forth in clause (a) of Section 6.2.1, and the per-Megawatt amount set forth in clause (b) of Section 6.2.1, shall be calculated and the greater thereof paid quarterly in advance (which amount shall be divided by four (4) for such purpose), with each quarterly installment being due and payable in advance within fifteen (15) days after the first day of the applicable calendar quarter.

6.2.3 Within sixty (60) days after the end of each calendar year during the Extended Term, Lessee shall (a) conduct a "true-up" to determine the amount (if any) by which the sum calculated under clause (c) of Section 6.2.1 for such calendar year exceeds the sum paid to Lessor under clause (a) or (b) of Section 6.2.1 (as applicable) for such calendar year (an "***Excess Amount***") and (b) deliver to Lessor a statement reasonably showing the basis for the computation of such "true-up". If such "true-up" establishes that there is an Excess Amount, then Lessee shall, within such sixty (60) day period, pay the Excess Amount to Lessor. Such statement shall show (i) the meter readings of the Generating Units located on the Property during the applicable calendar year, as measured at such Generating Units, (ii) the aggregate meter readings of all of the Generating Units in the project during the applicable calendar year, as measured at such Generating Units, (iii) the aggregate meter readings for the electricity delivered to the substation from all of the Generating Units in the project during the applicable calendar year, as measured at such substation, and (iv) the Gross Revenues for the applicable calendar year.

6.2.3.1 Audit. Lessor shall have the right to demand, in writing, an audit of the computation of the Extended Term Rent payable under clause (c) of Section 6.2.1 (the "***Computation***"), which audit shall be performed by an independent certified public accountant that is mutually agreeable to Lessor and Lessee (an "***Accountant***"). If the Parties are unable to mutually agree on an Accountant, each Party shall select an accountant, and the two accountants shall mutually select a third independent certified public accountant who will perform the audit. All of the costs associated with such audit shall be paid by Lessor; provided, however, that if such audit establishes that there has been an underpayment equal to or greater than five percent (5%) of the Extended Term Rent that in the aggregate should have been paid to Lessor for the calendar year which is the subject of such audit, then Lessee shall reimburse Lessor for all of its reasonable and verifiable out-of-pocket costs incurred in such audit. If such an audit is not demanded within twelve (12) months following the date of the statement sent to Lessor under Section 6.2.3 for a particular Computation, then Lessor shall conclusively be deemed to have waived its right to an audit with respect to such Computation and shall forever thereafter be precluded from bringing any legal action or proceeding to compel an audit of such Computation or to recover any underpayment of Extended Term Rent associated with or forming the basis of such Computation.

6.2.4 As used herein, the phrase "per Megawatt of Generating Units on the Property" means the number of megawatts of capacity of the Generating Units (based on the nameplate capacity thereof) that are actually installed and existing on the Property (i.e.,

construction thereof has been completed, and until their physical removal from the Property); in each case as of the first day of the applicable calendar quarter and regardless whether or not said Generating Units are operating.

6.2.5 As used herein, the term "***Gross Revenues***" means the aggregate total revenue actually received by Lessee, during the applicable calendar year, from the sale by Lessee to the purchaser of the electricity, of electrical energy generated and sold from Generating Units located on the Property. However, the term "Gross Revenues" does not include revenues received: (a) from parasitic or other loss (i.e., electrical energy used to power Wind Power Facilities or Wind Operations, or lost in the course of transforming, shaping, transporting or delivering the electricity); (b) from sales of electrical energy for which payment is not received (including because of a default by the purchaser thereof); (c) as reimbursement or compensation for wheeling costs or other electricity transmission or delivery costs; or (d) from production tax credits or other tax benefits, or from renewable, pollution, environmental or similar credits or benefits. Except as provided above in this Section, Gross Revenues shall be calculated without offset for any costs of producing, gathering, storing, transporting, marketing or otherwise making electricity ready for sale.

6.2.6 Any Extended Term Rent under clause (a) or (b) of Section 6.2.1 that is payable for less than a full calendar quarter shall be prorated by Lessee on the basis of a 91-day quarter, while any Extended Term Rent payable under clause (c) of Section 6.2.1 for less than a full calendar year shall be calculated based on the Gross Revenues actually received during such partial calendar year. If any Development Term Rent is prepaid for any part of the Extended Term, then Lessee may credit a prorated portion of said Development Term Rent against any Extended Term Rent then or thereafter due to Lessor hereunder, as determined by Lessee.

6.3 Installation Fees. In addition to Extended Term Rent, Lessee shall make the following additional one-time lump-sum payments, if applicable: (a) if any Generating Units are installed on the Property, Lessee shall pay to Lessor a one-time lump-sum amount equal to Two Thousand Dollars ($2,000.00) for each such Generating Unit; (b) if any overhead transmission lines are installed on the property, Lessee shall pay to Lessor a one-time lump-sum amount equal to Two Dollars ($2.00) per linear foot of overhead transmission line installed; and (c) only in the event there are no Generating Units (i) then located on the Property, or (ii) planned to be located on the Property within one (1) year after the commencement of construction, if a Corridor (defined in Section 6.5.6 below) is installed on the Property, Lessee shall pay to Lessor a one-time lump-sum amount equal to Two Dollars ($2.00) per linear foot of Corridor installed. Each such payment made pursuant to this Section 6.3. is hereinafter called an "***Installation Fee***" and collectively, "***Installation Fees***" and shall be made prior to the commencement of construction of the applicable facility.

6.4 Temporary Facility Payments. In addition to Extended Term Rent, if any temporary storage yards, laydown areas, construction compounds, concrete batch plants or similar temporary facilities (each a "***Temporary Facility***") are installed on the Property, Lessee shall pay to Lessor a lump-sum amount equal to Six Thousand Dollars ($6,000.00), plus an additional Two Thousand Dollars ($2,000.00) per acre for each acre in excess of three acres of the Property footprint under which a Temporary Facility is actually constructed, with the total acreage of the footprint for any one Temporary Facility not to exceed twenty-five (25) acres, for each consecutive 12-month period such Temporary Facility is used. Each Temporary Facility payment shall be made prior to the commencement of construction of such Temporary Facility.

In no event shall any Temporary Facility be constructed on the Property for longer than sixty (60) months.

6.5 Additional Annual Payments. In addition to Extended Term Rent, Lessee shall pay to Lessor an annual payment (each an "***Additional Annual Payment***" and collectively, "***Additional Annual Payments***") for certain Wind Power Facilities actually constructed on the Property (the "***Additional Payment Facilities***"), but only as follows:

6.5.1 For overhead electrical transmission, distribution or communications lines with a voltage of 34.5kV or less, the amount shown on the table below per linear foot of the overhead line corridor:

Extended Term year	Additional Payment (per linear foot)
1-10	$1.00
11-20	$1.50
21-30	$2.00
31-40	$2.50

6.5.2 For overhead electrical transmission, distribution or communications lines with a voltage greater than 34.5kV, the amount shown on the table below per linear foot of the overhead line corridor:

Extended Term year	Additional Payment (per linear foot)
1-10	$1.50
11-20	$2.00
21-30	$2.50
31-40	$3.00

6.5.3 For each permanent meteorological tower (which may use up to 3 acres of land), the amount shown on the table below:

Extended Term year	Additional Payment
1-10	$5,000.00
11-20	$6,000.00
21-30	$7,000.00
31-40	$8,000.00

6.5.4 For each substation (which may use up to 5 acres of land), the amount shown on the table below:

Extended Term year	Additional Payment
1-10	$10,000.00
11-20	$12,000.00
21-30	$14,000.00
31-40	$16,000.00

6.5.5 For each permanent operations, maintenance or administration building with associated storage yard (which may use up to 5 acres of land), the amount shown on the table below:

Extended Term year	Additional Payment
1-10	$10,000.00
11-20	$12,000.00
21-30	$14,000.00
31-40	$16,000.00

The first Additional Annual Payments shall be prorated and paid prior to construction of the corresponding Additional Payment Facilities and thereafter each Additional Annual Payment shall be made no later than January 15 of the applicable calendar year.

6.5.6 In the event that (a) there are no Generating Units (i) then located on the Property, or (ii) planned to be located on the Property within one (1) year after construction of the roads and underground facilities contemplated in clause (b) below, and (b) Lessee constructs any roads or underground electrical transmission, distribution or communications facilities on the Property, which, when construction is completed, shall be contained within one or more 25-foot wide corridor or corridors (each 25-foot wide corridor containing roads and/or underground facilities, a "***Corridor***"), then Lessee shall pay to Lessor, in addition to Basic Extended Term Rent, an annual payment per linear foot of each Corridor within which such roads or underground facilities are actually installed on the Property in the amount shown on the table below (the "***Corridor Payment***"):

Extended Term year	Corridor Payment (per linear foot)
1-10	$2.00
11-20	$2.50
21-30	$3.00
31-40	$3.50

Lessee shall use commercially reasonable efforts during construction to limit construction traffic and activity for the Corridor to a 100-foot construction corridor. The first Corridor Payment shall be prorated and paid to Lessor within 30 days after the completion of construction of such road(s) or underground facilities on the Property and thereafter each Corridor Payment shall be made no later than January 15 of the applicable calendar year. The number and location of such Corridors, and the roads and underground facilities to be constructed therein, shall be determined by Lessee in Lessee's sole discretion. In the event a grouping of installed roads or underground facilities contemplated by this Section exceeds 25 feet in width, such event shall not constitute a default under this Section, but shall be deemed to be multiple Corridors of 25 feet each as necessary to contain such grouping of roads or underground facilities.

6.5.7 In the event that (a) there are no Generating Units installed on the Property, and (b) one or more of Lessor's existing, occupied residence is located on the Property and each is within a distance of 2,640 feet or less from a Generating Unit installed on an adjacent property, then Lessee shall pay to Lessor, in addition to Extended Term Rent, the sum of One Thousand Dollars ($1,000.00) per year for each residence meeting the requirements of (a) and (b) above ("***Residence Payment***"). The Residence Payment shall be paid to Lessor in quarterly installments in advance at the same time as the Extended Term Rent is paid to Lessor.

6.6 Increase in Certain Payments. During the Development Term, the per-acre amount set forth in clause (a) of Section 6.2.1, and the per-Megawatt amount set forth in clause (b) of Section 6.2.1, as well as the Installation Fees provided in Section 6.3, the Temporary

Facility payments in Section 6.4, and the Additional Annual Payments provided in Section 6.5, shall automatically (without notice or demand) escalate to reflect any increases in the CPI Index (as hereinafter defined) commencing as of January 1, 2009 and ending on December 31 for the year immediately preceding the Extended Term Commencement Date (the "***Calculation Date***"), on which date all such payment amounts shall become fixed and shall no longer escalate with further increases in the CPI Index. For purposes hereof, "***CPI Index***" shall mean the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. All such adjustments will be determined by multiplying each such payment amount referenced in this Section 6.6 by a fraction, the numerator of which is the CPI Index number for the Calculation Date and the denominator of which is the CPI Index number for January 2009.

6.7 Reimbursement for Damage. In addition:

6.7.1 If any of Lessor's structures or improvements are materially damaged or destroyed as a result of Wind Operations, then Lessee shall promptly repair or replace such structures or improvements.

6.7.2 If any of Lessor's livestock are damaged or destroyed as a result of Wind Operations, then Lessee shall promptly reimburse Lessor for the fair market value of such livestock.

6.7.3 If any of Lessor's growing crops are materially damaged or destroyed as a result of Wind Operations, then Lessee shall promptly pay to Lessor a one-time lump-sum amount equal to the greater of the actual out-of-pocket costs theretofore incurred by Lessor in planting, irrigating and fertilizing such crops or the fair market value of such crops in their condition prior to such damage, destruction or removal. Lessee may request that Lessor not grow crops within a reasonable area around Wind Power Facilities and thereafter no crop damage payments will be payable with respect to such areas.

6.7.4 If Lessee's Wind Operations on the Property damage Lessor's drainage system, including, but not limited to, drain tile and other aboveground or underground facilities used to manage drainage and irrigation of the Property ("***Drainage System***") existing on the Property, then Lessee shall, in compliance with this Section 6.7.4, record the specific location of the damage, maintain a log describing the damage, make such damage log available to Lessor upon request, and promptly make or cause to be made, repairs to the Drainage System as are necessary to return the Drainage System to a condition substantially similar or functionally equivalent to the condition that existed immediately prior to the point in time when such damage occurred. Damage actually caused by Lessee to any Drainage System on the Property shall be repaired by Lessee, regardless of where or when such damage occurred or when such damage is discovered including, but not limited to, re-repair of Lessee's own repair(s). Lessor and Lessee agree that any damage to the Drainage System that is identified within any Construction Impact Zone (as defined in Section 12.10.3) located on the Property shall be deemed to have been caused by Lessee (unless reasonable evidence to the contrary can be produced), but only to the extent such damage occurs in an area of the Property upon which (i) Lessee's initial construction activities have occurred within five (5) years prior to the date such damage is discovered, or (ii) Lessee's subsequent subsurface excavation or trenching has occurred within five (5) years prior to the date such damage is discovered. Upon Lessor's discovery of damage to the Drainage System, Lessor shall contact Lessee, who shall then promptly meet with Lessor to discuss repair of such damage. Such repairs shall be completed as soon as reasonably possible and to Lessor's reasonable satisfaction. Lessor shall coordinate with Lessor or

Lessor's appointed representative to allow each party, in a timely manner, to make himself or herself present to witness or inspect any repair of the Drainage System. Upon completion of said repair, Lessee shall not fill in the trench in which such repairs have been made until such time as the Lessor or Lessor's appointed representative has inspected such repairs and has confirmed in writing to Lessee that such repair was made in compliance with the requirements of this Section 6.7.4. Notwithstanding the forgoing, if the Drainage System is damaged in an area of anticipated Wind Operations, Lessee may delay repairing of that portion of the Drainage System until construction is complete; provided, however, that Lessee shall be responsible for all damages and reasonable crop damage associated with the delay in repairs. Upon completion of construction of any Wind Power Facilities on the Property, Lessee shall return surface drainage of the Property to substantially the same condition or functional equivalent as existing prior to commencement of construction of such Wind Power Facilities.

6.7.5 If Lessee's Wind Operations cause soil compaction on the Property that inhibits Lessor's ability to grow crops within such compacted area, Lessee shall, no later than 30 days after the completion of the initial construction or subsequent construction activities of the Wind Power Facilities on the Property, pay to Lessor a single, one time payment equal to Four Hundred Percent (400%) of the current fair market value, determined by multiplying PRICE x YIELD x ACRES (defined below), of the crop then planted or anticipated to be planted (based upon past usage) within the Soil Compaction Area for the period within which it is normally grown, regardless of whether or not it is actually grown and designated by the calendar year in which it is normally harvested ("**Crop Year**") at the time of the initial construction activities or subsequent construction or land disturbing activities on the Property (the "***Soil Compaction Area Payment***"). The fair market price ("**PRICE**") of the crop shall be determined by reference to the greater of (i) the FCIC (Federal Crop Insurance Corporation) current Crop Year spring or harvest price of such crop, (ii) the CBOT (Chicago Board of Trade's) current cash price at the time of settlement for such crop, or (iii) the current local cash price at the time of settlement offered by buyers within a fifty (50) mile radius of the Property. The fair market yield ("**YIELD**") of such crop shall be determined by reference to the greater of (i) the FCIC actual production yield history (APH) on the Property, (ii) the USDA / NASS (United States Department of Agriculture / National Agricultural Statistics Service) expected or actual DeWitt County average yield data for the designated Crop Year, or (iii) the actual documented yield for the designated Crop Year averaged over the remaining undamaged acres on the Property. For the purposes of this Section 6.7.5, the "***Soil Compaction Area***" ("**ACRES**") shall be defined as the area of Construction Impact Zone shown on the Site Plan (each as defined in Section 12.10) that was actually compacted less the area used for permanent Wind Power Facilities and any other area of the Property on which soil is compacted by the operations of Lessee that inhibits Lessor's ability to grow crops. Lessee shall provide to Lessor a map, created by its surveyor, delineating the Soil Compaction Area that shall serve as the basis of Soil Compaction Area Payment. In the event that the Lessor does not agree with the Soil Compaction Area delineated on the initial map, the Parties will work in good faith to agree upon a revised map delineating the Soil Compaction Area. Prior to completion of Lessee's restoration activities pursuant to Section 7.4, Lessee shall make a commercially reasonable effort to de-compact all soil within the Soil Compaction Area in a timely manner at Lessor's reasonable direction and under Lessor's supervision, including, if requested by Lessor, by making at least three passes through the Soil Compaction Area with a deep-tilling instrument reaching at least 24 inches below the surface.

6.8 Reimbursement for CRP Losses. If Lessor is a party to a Conservation Reserve Program ("***CRP***") contract with the U.S. Department of Agriculture (the "***USDA***"), Lessor shall provide Lessee with a copy of such CRP contract, together with all amendments and modifications thereto; and if applicable, Lessee shall reimburse Lessor for (a) any rental

payments that Lessor would have received under the CRP contract but for the construction of Wind Power Facilities on the Property and (b) the penalties and interest, if any, assessed by the USDA as a result of the construction of Wind Power Facilities on the Property; provided, however, that (i) such reimbursement obligation shall not apply to any extension or renewal of such CRP contract or to any subsequent CRP contract, (ii) no portion of the Property that is being utilized or that Lessee anticipates utilizing for Wind Power Facilities shall be bid into the CRP after the Effective Date and (iii) Lessor shall cooperate with Lessee in completing and submitting applications for any exemptions allowed under the CRP for Wind Power Facilities.

6.9 Payment of Rent. All payments of Rent may be made by check deposited in the United States mail, first-class postage prepaid, addressed to Lessor at Lessor's address for notice purposes set forth in Section 12.1. If sent as above provided, the applicable Rent payment shall be deemed tendered to Lessor three (3) days after such check is so mailed. If at any time during the term of this Lease Lessor owns less than one hundred percent (100%) of the fee title interest in the Property, then the Rent payable to Lessor hereunder shall be reduced proportionately.

6.10 No Representation Regarding Wind Power Facilities. Lessor acknowledges that (a) Lessee has made no representation or warranty as to the likelihood that Wind Power Facilities will be constructed on the Property, or, if constructed, that they will not be removed from the Property, and (b) any expression by Lessee to Lessor as to the expected number or type of Wind Power Facilities to be constructed on the Property, or the Rent to be derived by Lessor therefrom, is and was purely an estimate based on the information available to Lessee at the time and is not a covenant or guarantee that any such construction will occur. Further, nothing expressly stated or implied in this Lease or indicated to Lessor shall be construed as requiring Lessee to (i) undertake construction, installation or operation of any Wind Power Facilities on the Property or (ii) cause such Wind Power Facilities to remain on the Property; and the decision if, when and to what extent to construct or remove Wind Power Facilities shall be solely in Lessee's discretion.

7. Covenants By Lessee.

7.1 No Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of lien for labor and materials resulting from its Wind Operations; provided, however, that Lessee shall have the right to contest any such liens and claims by legal proceedings, which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required. Lessor shall in all respects cooperate with Lessee in such contest, and shall be reimbursed for such cooperation as provided in Section 8.3.

7.2 Lessee's Obligation to Pay Taxes. Lessee shall pay when due all real and personal property taxes and assessments levied against Lessee's Wind Power Facilities on the Property or against Lessee's leasehold estate in the Property. Lessee shall also be responsible for any increase in real or personal property taxes levied against the Property during the term of this Lease as a direct result of Lessee's Wind Operations on the Property. However, Lessee shall not be liable for taxes or assessments attributable to improvements or facilities installed by Lessor or others on the Property, or to the underlying value of the Property itself, which taxes and assessments shall be paid by Lessor. Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or amount of any taxes or assessments for which it is responsible hereunder. Lessor shall in all respects cooperate with Lessee in such contest, and shall be reimbursed for such cooperation as provided in Section 8.3.

7.3 Lessee's Obligation to Carry Insurance. Prior to commencing Wind Operations on the Property, Lessee shall obtain, and thereafter keep in force during the term of this Lease, (a) a policy of commercial general liability insurance covering property damage and liability for personal injury or death on or about the Property, with limits in the amount of One Million Dollars ($1,000,000) per occurrence and in the aggregate and (b) an umbrella or excess liability policy in the amount of Ten Million Dollars ($10,000,000); provided, however, that such coverage may be provided as part of a blanket policy that also covers other properties. Lessee shall cause Lessor to be named as an additional insured in such policies and shall deliver a certificate of such insurance to Lessor.

7.4 Lessee's Obligation To Restore the Property.

7.4.1 Within six (6) months after completion of construction of Lessee's wind project, Lessee shall restore the surface of such portions of the Property that are disturbed by Lessee's Wind Operations to a condition reasonably similar to its condition as of the Effective Date, except for any parts of the Property that Lessee determines it needs for continuing Wind Operations.

7.4.2 Within twelve (12) months after the expiration, surrender or termination of this Lease, Lessee shall (a) remove from the surface of such portions of the Property any Wind Power Facilities owned or installed by Lessee thereon and (b) restore the surface of such portions of the Property to a condition reasonably similar to its condition as of the Effective Date; provided, however, that with regard to any Wind Power Facilities located beneath the surface of the Property, including footings and foundations, Lessee shall only be required to remove the same to a depth of four (4) feet below the surface. Lessee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period.

7.4.3 Commencing on the tenth (10^{th}) anniversary of the Extended Term Commencement Date, if Lessor reasonably determines that (a) the Generating Units on the Property are nearing the end of their useful lives, or (b) the cost of performing Lessee's obligations under Section 7.4.2 exceeds the salvage value of the Wind Power Facilities on the Property, then Lessor may, by written notice to Lessee, require Lessee to obtain and deliver to Lessor a letter of credit, bond, or such other reasonable means of security as determined by Lessee (the ***"Security"***), in an amount (the ***"Property Restoration Amount"***) sufficient to ensure performance of Lessee's obligations under Section 7.4.2. If the Parties cannot agree upon the Property Restoration Amount, then the Property Restoration Amount shall be determined by an independent engineer mutually selected by the Parties, or, if the Parties cannot agree upon such independent engineer, then by an independent engineer selected by the presiding justice of the county in which the Property is situated; and the decision of such independent engineer (however selected) shall be binding and conclusive on the Parties. The Property Restoration Amount shall be determined as set forth above and shall be re-determined once every five (5) years thereafter on or before the fifth (5^{th}) anniversary of the date of the prior determination to account for any adjustment in estimated salvage values and restoration costs. Lessee shall keep such Security, or replacement Security, in force throughout the remainder of the Extended Term. If Lessee so elects, it may obtain a blanket Security that covers both the Property Restoration Amount and the cost of restoration of other lands in Lessee's wind project, so long as Lessor has the right to draw on such Security up to the Property Restoration Amount. In the event that either McLean County or DeWitt County pass ordinances setting requirements for the Security or the Property Restoration Amount, the Property Restoration Amount shall be in the amount that is the greater of the amounts required by each County. Notwithstanding the foregoing, Lessee shall not be required to deliver the Security to Lessor if Lessee is in the

process of repowering or otherwise redeveloping some or all of the Generating Units on the Property with new Generating Units, or intends to do so within one year after Lessee's receipt of Lessor's written notice requiring Lessee to obtain and deliver the Security.

7.5 Lessee's Obligation to Comply with Law. Lessee shall comply in all material respects with all laws, statutes, ordinances, regulations, decrees, orders and decisions of or issued by any governmental authority that are applicable to Lessee's Wind Operations on the Property ("***Law***" or "***Laws***"). Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or applicability of any such Law. Lessor shall in all respects cooperate with Lessee in such contest, and shall be reimbursed for such cooperation as provided in Section 8.3.

7.6 Hazardous Materials. Without limiting the generality of Section 7.5, in conducting its Wind Operations on the Property, Lessee shall comply in all material respects with any Law (each, an "***Environmental Law***") governing the generation, manufacture, production, use, storage, release, discharge, transportation or presence of any substance, material or waste which is now or hereafter classified by any such Law as hazardous or toxic (each, a "***Hazardous Material***"). Further, Lessee shall promptly clean up, remove or take other legally-authorized remedial action as required by Environmental Law with regard to any contamination or damage to soil or ground water on or in the Property caused by any Hazardous Material brought onto the Property by Lessee, and for which clean up, removal or remedial action is required pursuant to Environmental Law.

7.7 Indemnification of Lessor. Lessee shall indemnify, defend and hold harmless Lessor against claims, liability, losses, damages, costs and expenses (collectively, "***Liability***") arising out of (a) physical damage to property and physical injuries or death to Lessor, Lessor's property or the public, (b) the presence or release of Hazardous Materials in, under, on or about the Property, or (c) the violation of any Environmental Law; in each case only to the extent proximately caused by Lessee's Wind Operations on the Property, and except to the extent such Liability is caused or contributed to by the gross negligence or willful misconduct of Lessor or Lessor's employees, agents, contractors or invitees. Notwithstanding the foregoing, (i) Lessee's liability for any damage or destruction of structures, improvements, livestock and crops shall be governed by Section 6.7, and not by this Section 7.7 and (ii) Lessee's liability under this Section 7.7 shall not include losses of income, rent, business opportunities, profits or the like that may result from Lessor's loss of use of portions of the Property by reason of Wind Operations (for which Lessor will be compensated solely through the provisions of Section 6). Lessee's obligations set forth in this Section 7.7 shall survive the expiration or earlier termination of this Lease.

8. Covenants By Lessor.

8.1 Quiet Enjoyment. During the entire term of this Lease, (a) Lessee shall have peaceful and quiet enjoyment of the Property, without hindrance or interruption by Lessor or any other Person and (b) Lessor shall protect and defend the right, title and interest of Lessee hereunder from any other rights, interests, title and claims of or by any Person. Without limiting the generality of the foregoing, if any Encumbrance, as defined below (including any mortgage against the Property or the lien of property taxes) provides for payment or performance of any obligations by Lessor, then Lessor shall, prior to delinquency, make such payment and perform such obligations.

8.2 **Encumbrances**. If any recorded or unrecorded lien, encumbrance, covenant, condition, reservation, restriction, easement, lease, sublease, occupancy, tenancy, mineral right, option, right of first refusal or other matter (each, an "***Encumbrance***") is found or claimed to exist against the Property or any portion thereof (regardless whether such Encumbrance existed as of the Effective Date or was created thereafter), and Lessee determines that such Encumbrance might delay, interfere with or impair Wind Operations, the exercise of any of Lessee's other rights under this Lease or the financing of any project, then Lessee shall be entitled to obtain a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably requested by Lessee) from the holder of such Encumbrance. Lessor shall fully and promptly cooperate with Lessee's efforts to obtain the same, and Lessor shall be reimbursed for such cooperation as provided in Section 8.3. Lessor represents and warrants to Lessee that there are no unrecorded Encumbrances against the Property or any portion thereof that have not been disclosed to Lessee in writing prior to the Effective Date, including any unrecorded agricultural, grazing or mineral leases.

8.3 Permitting; Cooperation; Further Assurances. Lessee may process and obtain any permits, entitlements, approvals, licenses, variances or other rights (including any zoning change, conditional use permit and tax-incentive or tax-abatement program approval) from any governmental authority or other Person in connection with Wind Operations (each, an "***Approval***"). Lessor shall fully support and cooperate with Lessee in the conduct of Wind Operations and the exercise of Lessee's rights hereunder, in providing any further assurances requested by Lessee, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Lease, including in Lessee's efforts to obtain any Approval or financing; and Lessor shall, without demanding additional consideration therefor, (a) execute any map, application, waiver, estoppel certificate, consent and other document that is reasonably requested by Lessee in connection herewith or therewith and (b) return the same to Lessee within ten (10) days after Lessor's receipt thereof. Without limiting the generality of the foregoing, (i) if requested by Lessee, Lessor shall participate, in support of Lessee, in any appeals or regulatory proceedings respecting the Wind Power Facilities and (ii) in the event that the location of any Wind Power Facilities to be installed or constructed on the Property or any adjacent properties along or near property lines is limited or restricted by any private agreements, Encumbrances or Laws (including any setback requirements), Lessor (1) hereby waives enforcement of such agreements, Encumbrances and Laws, (2) shall assist Lessee in obtaining waivers or variances from the same and (3) shall execute all documents evidencing Lessor's agreement to the waiver or elimination of such requirements. Lessee agrees to reimburse Lessor for Lessor's reasonable out-of-pocket expenses incurred in providing such cooperation to Lessee.

8.4 Ownership of Wind Power Facilities. The Parties acknowledge and agree that (i) any Wind Power Facilities constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures and (ii) Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Wind Power Facilities installed on the Property, or in any profits or income derived therefrom.

8.5 Grant of Easements. Upon Lessee's request from time to time, Lessor shall grant to Lessee or to any other Person designated by Lessee, one or more easements for Access Rights and Transmission Facilities on, over and across the Property, in such locations as may be established by the Site Plan developed by Lessor and Lessee in accordance with Section 12.10 of this Lease. Each such easement shall (a) provide for the payment to Lessor of consideration equal to the applicable amount provided in Section 6.5.1 or Section 6.5.2, (b) be separate and apart from this Lease, and perpetual (notwithstanding termination of this Lease)

for so long as the grantee of the easement pays such consideration to Lessor, (c) be memorialized in a recordable form reasonably designated by Lessee, which contains all of the rights and privileges for Access Rights and Transmission Facilities as are set forth in this Lease and (d) run with the land, be binding on and inure to the benefit of the grantee and Lessor and their respective successors, and assigns.

8.6 No Interference. Neither Lessor nor any of its tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor (collectively, "***Lessor Parties***") shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Lessee's Wind Operations (whether conducted on the Property or elsewhere), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor shall (a) interfere with or impair the free, unobstructed and natural availability, flow, speed or direction of air or wind over or across the Property (whether by planting trees, constructing Structures, or otherwise), or the lateral or subjacent support for the Wind Power Facilities or (b) engage in any other activity on the Property or elsewhere that might cause a decrease in the output, efficiency or longevity of the Wind Power Facilities. Notwithstanding the foregoing limitations, construction of a Structure on the Property shall not be deemed to interfere with or impair the free flow of wind across the Property, but only to the extent that there will be no more than ten Structures built and each such Structure meets all of the following dimensional and location requirements: (x) the Structure is no closer to a Generating Unit than the distance that is equal to 20 times the height of such Structure at its highest point, and (y) the dimensions of the Structure do not exceed (i) a height equal to the shortest hub height of the Generating Unit(s) actually installed on the Property or planned to be installed on the Property within one year after construction has commenced on Lessee's wind energy project, minus one-half (1/2) the rotor diameter of said Generating Unit(s) all of which shall be divided by two (2), and (ii) a width of no more than four (4) times such Structure's height. For purposes of this Section 8.6, the term "**Structure**" shall mean any single structure (e.g., house, barn, silo, shed, building, grain elevator, tower, derrick, oil well, etc.).

8.7 Indemnification of Lessee. Lessor shall indemnify, defend and hold harmless Lessee against Liability arising out of (a) the presence or release of Hazardous Materials in, under, on or about the Property, or (b) the violation of any Environmental Law; in each case only to the extent proximately caused by Lessor or any of the Lessor Parties, and except to the extent such Liability is caused or contributed to by the negligence or willful misconduct of Lessee or Lessee's employees, agents, contractors or invitees. Lessor's obligations set forth in this Section 8.7 shall survive the expiration or earlier termination of this Lease.

9. Assignment and Financing. Lessee and any sublessee of Lessee shall have the absolute right at any time and from time to time, without obtaining Lessor's consent, to: (a) sell, convey, assign, sublease or otherwise transfer to any Person all or any portion of its right, title or interest under this Lease, in the Property and/or in any Wind Power Facilities; and/or (b) encumber, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Lease, in the Property and/or in any Wind Power Facilities to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "***Lender's Lien***"). No such sale, conveyance, assignment, sublease or other transfer shall relieve Lessee of its obligations under this Lease unless Lessee assigns its entire interest hereunder, in which event Lessee shall have no continuing liability. As used in this Lease, the term "***Lender***" means any Person that from time to time provides secured financing or extends secured credit for some or all of Lessee's

wind energy projects, Wind Power Facilities or Wind Operations, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. Following the creation of a Lender's Lien, Lessee or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Lessor; provided, however, that the failure to give such notice shall not constitute an Event of Default (as defined below) but rather shall only have the effect of not binding Lessor hereunder with respect to such Lender until such notice is given.

10. Default; Remedies; Estoppel Certificates.

10.1 Default. If a Party (the "***Defaulting Party***") fails to perform its obligations under this Lease in any material respect (an "***Event of Default***"), then it shall not be in Default (as defined below) if it cures such Event of Default within sixty (60) days after receiving written notice from the other Party (the "***Non-Defaulting Party***") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "***Notice of Default***"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in Default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence. As used in this Lease, the term "***Default***" means an Event of Default that (a) has not been cured within the time provided herein or (b) as to which the Defaulting Party has not commenced performance of its obligations within the time provided or thereafter has failed to pursue the same to completion with commercially reasonable diligence as provided above.

10.2 Remedies. Subject to Section 11, upon a Default (but not sooner), the Non-Defaulting Party shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, which remedies shall be cumulative. Such remedies shall include the right in the Non-Defaulting Party to pay or perform any obligations of the Defaulting Party that have not been paid or performed as required herein, and to obtain (a) subrogation rights therefor and (b) immediate reimbursement from the Defaulting Party for the costs of such payment or performance. If Lessor is the Non-Defaulting Party, then, subject to Section 11, its remedies shall include the right to terminate this Lease by giving written notice of such termination to Lessee and to each Lender. If Lessor is the Defaulting Party, then Lessee may (but need not) offset such costs against the Rent or any other amounts due to Lessor hereunder.

10.3 Estoppel Certificates and Consent. Lessor shall, within ten (10) days after written request made from time to time by Lessee or any existing or proposed Lender, execute and deliver to the requesting Person an instrument (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the Rent has been paid, (c) certifying that there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by Lessee, such Lender and any Person that is proposing to invest in Lessee or in Lessee's wind project.

11. Protection of Lenders. Notwithstanding any other provision of this Lease to the contrary:

11.1 Lender's Rights. Each Lender shall have the absolute right (but not the obligation) to do the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the leasehold estate created by this Lease (the "***Leasehold Estate***"); (d) take possession of and operate the Property and the Wind Power Facilities or any portion thereof; (e) perform any obligations and exercise any rights of Lessee hereunder; (f) assign or transfer this Lease and the Leasehold Estate to any Person after obtaining the same; and (g) cause a receiver to be appointed to do any of the foregoing. Lessor's consent shall not be required for any of the foregoing; and, upon acquisition of the Leasehold Estate or this Lease by a Lender or any Person who acquires the same from or on behalf of a Lender, Lessor shall recognize the same as Lessee's proper successor, and this Lease shall remain in full force and effect.

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

11.3 Lender's Cure Rights. The Lenders shall collectively have the same period of time after receipt of a Notice of Default to cure an Event of Default as is given to Lessee under this Lease, plus, in each instance, an additional sixty (60) days; provided, however, that such sixty (60)-day period shall be extended for the time reasonably required by the Lenders to complete such cure, including the time required for the Lenders to obtain possession of the Property, institute foreclosure proceedings or otherwise perfect their right and ability to effect such cure. Each Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee hereunder for purposes of curing any Event of Default. Lessor expressly consents to such substitution, agrees to accept such performance, and authorizes each Lender and its employees, agents, representatives and contractors to enter upon the Property to complete such performance with all of the rights and privileges of Lessee hereunder. Lessor shall not terminate this Lease prior to expiration of the cure periods available to the Lenders as set forth above. Further, neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as the Rent is paid by a Lender in accordance with the terms hereof.

11.4 Effect of Proceedings. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of all or part of the Property, the Wind Power Facilities and/or the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (a) within sixty (60) days after receiving a Notice of Default from Lessor as set forth in Section 11.2, a Lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (b) the Lender prosecutes any such proceedings to completion with commercially reasonable diligence; and (c) after gaining possession thereof, the Lender performs all of Lessee's other obligations hereunder as and when the same are due. If a Lender is prohibited from commencing or prosecuting the proceedings described above by Law or by any process, injunction of decision of any court, then such sixty (60)-day period shall be extended for the period of such prohibition.

11.5 Performance By Lender. Any Lender that does not directly hold an interest in this Lease, or that holds a Lender's Lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to the Leasehold Estate; and if such Lender

succeeds to such absolute title, then such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title.

11.6 Rejection; New Lease. If this Lease is rejected or otherwise terminated pursuant to bankruptcy Law or any other Law affecting creditors' rights, then, so long as a Lender cures any monetary Event of Default by Lessee, Lessor shall, immediately upon written request from a Lender given within ninety (90) days after any such rejection or termination, enter into a new lease in favor of the Lender, which new lease shall (a) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee or any other Person prior to such rejection or termination), (b) be for a term commencing on the date of such rejection or termination, and continuing for the remaining term of this Lease before giving effect to such rejection or termination and (c) contain a grant of a leasehold estate in the Property or such portion thereof as to which the Lender held a Lender's Lien on the date of such rejection or termination; and, until such time as such new lease is executed and delivered, the Lender may enter and use the Property and conduct Wind Operations thereon as if this Lease were still in effect. At the option of the Lender, the new lease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of the lessee thereunder. If more than one Lender makes a written request for a new lease pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

11.7 Modifications of Lessee's Obligations. Lessor shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, nor shall Lessor accept a surrender of the Property or any part thereof or a termination by Lessee of this Lease; in each such case without the prior written consent of each Lender.

11.8 Amendment. At Lessee's request, Lessor shall amend this Lease to include any provision that may reasonably be requested by any existing or proposed Lender, and shall execute such additional documents as may reasonably be requested to evidence such Lender's rights under this Lease; provided, however, that without Lessor's consent, such amendment shall not materially impair the rights of Lessor under this Lease or extend the term of this Lease beyond the period of time stated in Section 5. Further, Lessor shall, within ten (10) days after written notice from Lessee or any existing or proposed Lender, execute and deliver thereto a certificate (a) to the effect that Lessor will accord to such Lender all the rights and privileges of a Lender hereunder and (b) containing such other provisions and consents as such Lender may reasonably request.

12. Miscellaneous Provisions.

12.1 Notices. Any notices, demands, correspondence or other communications required or permitted to be given hereunder (collectively, "***Notices***") shall be in writing and shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by overnight delivery service, freight prepaid, to the addresses provided beneath the signatures of the Parties as set forth below. Notices delivered by hand shall be deemed received when delivered. Notices sent by certified or registered mail or by overnight delivery service shall be deemed received upon (i) acceptance of delivery by the recipient or (ii) rejection of delivery by the recipient. Each Party may change its address for notice purposes by giving written notice of such change to the other Party in the manner provided in this Section 12.1, and each Lender may do the same by giving such notice to Lessor.

12.2 Lessee's Right To Surrender; Quitclaim. Subject to Section 11.7, Lessee shall have the right to terminate the Lease as to all or any part or parts of the Property at any time, effective upon thirty (30) days' written notice to Lessor and the payment to Lessor of One Hundred Dollars ($100.00). Upon any such termination by Lessee, the Parties' respective rights and obligations hereunder shall cease as to the Property (or such part or parts thereof, as applicable) as to which such termination applies (except that in the case of a partial termination, the Total Acreage shall not change for purposes of calculating the Rent); but this Lease shall remain in full force and effect as to any remaining parts of the Property. Further, upon expiration or termination of this Lease for any reason, Lessee shall execute and record in the county records a quitclaim deed or release of all of Lessee's right, title or interest under this Lease.

12.3 Force Majeure. Lessee's obligations under this Lease (exclusive of the obligation to pay Rent) shall be suspended and excused, and the time periods set forth herein shall be extended, while Lessee is prevented or substantially hindered or restricted, by an Event of Force Majeure, from conducting Wind Operations or performing its obligations hereunder. The term "***Event of Force Majeure***" means any of the following, whether actual or potential: strikes, lock outs or other labor disturbances; delays in transportation; the inability to secure labor or materials in the open market; acts of God or the elements; conditions attributable to acts of war, terrorism or civil disturbances; acts or failures to act of Lessor; the effect of any Laws; the failure of a governmental authority to issue any permit, entitlement, approval or authorization within sixty (60) days after Lessee submits an application for the same; or any other matter or condition beyond the reasonable control of Lessee.

12.4 Condemnation. If a Taking (as defined below) occurs, then the compensation payable therefor, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest, shall be distributed as follows: (a) any portion of such compensation attributable to the Taking of this Lease or the Wind Facilities, any cost or loss that Lessee may sustain in the removal and/or relocation of the Wind Facilities, or Lessee's anticipated or lost profits, shall be paid to Lessee; and (b) any portion of such compensation attributable to the Taking of the fee title, and all remaining amounts of such compensation, shall be paid to Lessor. The term "***Taking***" means the taking of the Property, the Wind Facilities, this Lease or any part thereof, by eminent domain, by inverse condemnation, by severance or for any public or quasi-public use.

12.5 Successors and Assigns. The Property shall be held, conveyed, encumbered, leased, used and occupied subject to the covenants and provisions of this Lease, which shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and any other Person having any interest therein during their ownership thereof, and their respective heirs, executors, administrators, successors and assigns.

12.6 Attorney's Fees. In the event of any litigation for the interpretation, enforcement or termination hereof, or for damages for a Default hereunder, or which in any other manner relates to this Lease, Wind Operations or the Property, the prevailing Party shall be entitled to recover from the other Party its actual and reasonable costs and attorney's fees incurred in connection therewith.

12.7 Construction. This Lease, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned herein, and all prior or contemporaneous agreements, understandings and representations are merged herein

and superseded hereby. Should any provision of this Lease be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding. Except with respect to the rights conferred upon Lenders hereunder (which Lenders and their successors and assigns shall be third party beneficiaries hereof to the extent of the Lenders' rights hereunder), the covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns. This Lease shall not be interpreted as creating any partnership or other relationship between the Parties, other than that of landlord and tenant. Any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Lease and is hereby waived. No waiver by a Party of any term or provision hereof shall be deemed a waiver of any other term or provision, and any waiver of rights hereunder must be in writing to be effective. This Lease shall be governed by and interpreted in accordance with the Laws of the state in which the Property is located. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not affect the scope, meaning or intent hereof. This Lease may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

12.8 Miscellaneous. This Lease shall not and cannot be modified or amended except by a writing signed by both Parties. Wherever the consent of a Party is required or requested hereunder, such consent shall not be unreasonably withheld, conditioned or delayed. Concurrently herewith, the Parties shall execute and deliver a memorandum of this Lease in a form acceptable to Lessee, which Lessee may record in the county records. If Lessor consists of more than one Person, then the liability of each such Person shall be joint and several. Notwithstanding anything to the contrary in this Lease, neither Party shall be entitled to, and each Party hereby waives, any rights to recover consequential, incidental, punitive or exemplary damages, however arising, under or with respect to any action or inaction taken in connection with this Lease. If this Lease is not executed by one or more of the Persons comprising the Lessor, or by one or more Persons holding an interest in the Property, then this Lease shall nonetheless be effective, and shall bind all those Persons who have signed this Lease. Each of the Persons signing this Lease on behalf of a Party represents and warrants that he/she has the authority to execute this Lease on behalf of the Party for whom he/she is signing.

12.9 Special Obligations of Lessee. The following are special obligations of Lessee in favor of Lessor:

12.9.1 All costs and expenses of Wind Operations shall be borne by Lessee, and Lessor shall not be chargeable with or liable for any thereof.

12.9.2 Lessee shall not install any Generating Units within a distance from any existing and occupied residence on the Property that is equal to the greater of (a) one thousand (1,000) feet, or (b) the number of feet that is 110% of the height of the Generating Unit (measured from the ground to the tip of a blade at its highest point).

12.9.3 If Lessee constructs any new roads on the Property, upon either the written request of the Lessor or at Lessee's election, Lessee will install reasonably appropriate gates where such roads enter the Property, and, if so installed, Lessee shall furnish Lessor with keys to such gates.

12.9.4 After entering or exiting any gate providing access to the Property, Lessee shall close such gate, and, if requested by Lessor, shall lock the same; provided, however, that Lessee may leave such gates open during construction, installation, improvement, replacement, repair and maintenance of the Wind Power Facilities so long as such gates are attended while open.

12.9.5 Lessee shall regularly clean up any litter or refuse deposited on the Property by Lessee.

12.9.6 Lessee shall prohibit its employees from hunting on the Property, bringing on the Property any domestic animals, firearms or alcohol or driving at excessive speeds on the Property.

12.9.7 Lessee shall undertake reasonable measures to stockpile such topsoil that is scraped from the footprint of the Wind Power Facilities on the Property during the construction thereof for use in Lessee's restoration activities described in Section 7.4. Lessee shall not remove any material amount of topsoil from the Property without Lessor's approval.

12.9.8 In order to minimize erosion caused by Lessee's construction of roads on the Property and to facilitate natural drainage and as part of the Site Plan approval process set forth in Section 12.10, Lessee will seek Lessor's advice on the design and location of such roads and drainage aids. To the extent commercially practical, Lessee will incorporate Lessor's advice into the final road design. In addition, if Lessor so requests, roads constructed by Lessee on the Property will generally be suitable for crossing by Lessor's agricultural equipment and vehicles.

12.10 Site Plan Approval. The following provisions shall govern site plan approval by Lessor:

12.10.1 The location and development of the Wind Power Facilities on the Property shall be guided by a site plan to be mutually agreed upon by Lessor and Lessee during the Development Term. The site plan will evolve from a preliminary site plan with approximate locations of Primary Wind Power Facilities (defined in subsection 12.10.2), or centerlines thereof, as applicable, and corridors or generally larger areas than actually required for construction of the Wind Power Facilities, to a final version based upon wind resource, permitting and construction considerations that arise during the development process. In modifying the site plan and developing a final site plan, Lessee will coordinate the development of the Wind Power Facilities with Lessor's uses of the Property. Before Lessee may commence construction of any Wind Power Facilities on the Property, Lessee shall submit to Lessor for Lessor's approval a site plan (the "***Site Plan***") showing: (a) the location, footprint or centerline, as applicable, of Primary Wind Power Facilities to be constructed on the Property, (b) the location and design of any fences or gates to be placed on the Property, and (c) the location of the Construction Impact Zones (defined in subsection 12.10.3) on the Property. Once agreed upon by Lessor and Lessee, the Site Plan shall be attached to and incorporated into the Lease as Exhibit "B" by an amendment to the Lease. After the incorporation of a Site Plan into the Lease, Lessee may from time-to-time make certain changes to the Site Plan, and to the extent such changes are material, Lessee shall submit a revised site plan incorporating such material changes (a "***Revised Site Plan***") to Lessor for Lessor's approval, and Lessor shall have thirty (30) days after receipt of a Revised Site Plan to object to any such material changes ("***Approval Period***"). If Lessor does not notify Lessee in writing prior to the expiration of the Approval Period of any such objections, Lessor shall be deemed to have approved the Revised Site Plan,

and the Revised Site Plan shall replace and, for all purposes hereunder, become the Site Plan and be incorporated into the Lease. Should Lessor object in writing to a Revised Site Plan within the Approval Period, Lessor and Lessee shall promptly work in good faith to agree upon a mutually acceptable Revised Site Plan. If Lessor and Lessee, after working in good faith cannot agree upon a Revised Site Plan, Lessee may, at its election, either (i) construct Wind Power Facilities as shown on the Site Plan approved by Lessor, if any, or (ii) not construct any above-ground Wind Power Facilities on the Property and maintain this Lease for wind capture rights, underground facilities, and such other rights granted to Lessee herein.

12.10.2 For purposes of the Site Plan, "***Primary Wind Power Facilities***" shall include: (a) Generating Units (b) substations (c) buildings (d) roads (e) overhead and underground lines, wires and cables associated with electrical transmission and distribution, and communications facilities (which for the purposes of clarification may be represented in the Site Plan by a single centerline so long as said facilities run generally parallel to the centerline), (f) permanent meteorological towers and (g) temporary construction facilities such as concrete batch plants, lay-down yards, temporary storage yards or other similar temporary facilities.

12.10.3 "***Construction Impact Zones***" are defined as (a) a 120-foot wide corridor, 60 feet on either side of the centerline of any linear Primary Wind Power Facilities (e.g., roads, transmission and distribution wires, cables, etc.), (b) a 300-foot radius around Generating Units, and (c) a 100-foot radius from the perimeter of Primary Wind Power Facilities (other than Generating Units or linear Primary Wind Power Facilities described in (a) above).

12.10.4 Once a Site Plan is approved by Lessor, Lessee shall have the right, but not the obligation, to construct Wind Power Facilities on the Property in substantial compliance with the Site Plan or a revised site plan that does not contain material changes to the Site Plan. All Wind Power Facilities shall be constructed within a Construction Impact Zone or as otherwise shown on an approved Site Plan. Nothing in this Section 12.10 shall obligate Lessee to install any facilities or improvements shown on the Site Plan or any preliminary site plan.

12.10.5 For purposes of this Section 12.10, and by way of illustration and not limitation, it is agreed that the following, non-exhaustive list of changes shall not be considered material changes to an approved Site Plan or Revised Site Plan and shall not require additional approval by Lessor: (i) the relocation of any Wind Power Facilities (excluding Generating Units), or the centerline thereof, by not more than 50 feet; (ii) the relocation of any Generating Unit by not more than 100 feet; or (iv) the relocation of any Construction Impact Zone, so long as such relocation does not cause any Wind Power Facilities to fall outside of said Construction Impact Zone. All measurements described in this subsection 12.10.5 shall be measured from the Site Plan.

12.11 Special Illinois Provisions.

12.11.1 The Parties acknowledge their desire for the provisions of this Lease to comply with all applicable Illinois and federal laws. As such, the following provisions are hereby added to this Lease, it being understood and agreed that if such provisions do not cause this Lease to comply in all respects with Illinois and federal law, then this Lease shall nonetheless remain in full force and effect, and shall be amended, in the manner that is fairest to each Party, to cause such compliance to occur; and the Parties agree to execute any amendments to this Lease or a new lease (in such form reasonably requested by Lessee) as may be necessary for that purpose. To the extent there is any question regarding the validity or enforceability of the Lease due to the effect of any applicable Illinois or federal law relating to wind leases or

easements now or hereafter enacted, Lessor hereby agrees, upon Lessee's election, to amend the Lease as set forth above and Lessor hereby waives its rights under any such existing or hereinafter enacted laws.

12.11.2 The parties agree to cooperate, and Lessor agrees to assist Lessee, at no cost to Lessor, in order to comply with any County or municipal ordinances, including, without limitation, local ordinances or codes passed in accordance with 55 ILCS 5/5-12020 or 65 ILCS 5/11-13-26. Lessor shall fully support and cooperate with Lessee in order to comply with any requirements of Lessee or any Wind Power Facilities pursuant to such laws in accordance with the provisions of Section 8.3.

12.11.3 Lessor agrees to assist and cooperate with Lessee, at no cost to Lessor, to comply with 35 ILCS 200/10-620, including, without limitation, allowing an Illinois registered land surveyor to prepare a plat showing the metes and bounds description of all Wind Power Facilities on the property and signing all necessary consents or applications for the chief county assessment officer to issue a separate parcel identification number or numbers for those portions of the Property containing Wind Power Facilities. To the extent the issuance of separate parcel identification numbers for the parcels containing Wind Power Facilities results in increased real estate taxes on such parcels, Lessee shall pay such increased taxes in accordance with Section 7.2 of this Lease.

[Remainder of page intentionally left blank. Signatures follow on separate sheets.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Lease as of the Effective Date.

LESSEE:

ALTA FARMS WIND PROJECT II, LLC,
an Illinois limited liability company

By: _____

Name: Geoff Coventry

Title: Vice President

Address: 16105 West 113th Street
Suite 105
Lenexa, Kansas 66219

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

Be it remembered that on this 1 day of October, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Geoff Coventry, to me personally known, who being by me duly sworn did say that he is the Vice President of Alta Farms Wind Project II, LLC, an Illinois limited liability company, and that the within instrument was signed and sealed on behalf of said Alta Farms Wind Project II, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

_____

[SEAL]

_____
Notary Public in and for said County and State

Print Name: _____

NOTARY PUBLIC - State of Kansas
ELIZABETH A. HIDDEN
My Appt. Exp. 8/21/2011

LESSOR:

ARTHUR J. LAPPIN TRUST DATED FEBRUARY 21, 1996

By: Phyllis Joan Lappin
Phyllis Joan Lappin, Trustee

Address: 12345 Apple Road
Clinton, IL 61727

STATE OF Illinois)
) ss.
COUNTY OF DeWitt)

Be it remembered that on this 13 day of October, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Phyllis Joan Lappin, to me personally known, who being by me duly sworn did say that she is the Trustee of Arthur J. Lappin Trust, and that said instrument was signed and delivered not in her individual capacity, but on behalf of said trust and that said Trustee acknowledged said instrument to be her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

[SEAL] OFFICIAL SEAL KAREN DEE STEWARD NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-20-2010

Karen Dee Steward
Notary Public in and for said County and State

Print Name: Karen Dee Steward

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF DEWITT, STATE OF ILLINOIS:

Tract 1:

Lots 11, 12 and 13 in the East ½ of the Northwest ¼ of Fractional Section 5, and Lot 14 in the Northeast ¼ of the Southwest ¼ of said Fractional 5, all in Township 20 North, Range 2 East of the 3rd Principal Meridian, all according to the plat in the Chancery Case #1463 of the Circuit court of DeWitt County, Illinois, except 60 acres off of the full South side of all of the above tract, all situated in the County of DeWitt and State of Illinois. Also, 2 acres off of the full South side of the East ½ of the Southwest ¼ of Section 32, Township 21 North, Range 2 East of the 3rd Principal Meridian, situated in the County of DeWitt, in State of Illinois.

Tract 2:

Northwest ¼ of the Southeast ¼ of Section 32, Township 21 North, Range 2 East of the 3rd P.M., situated in the County of DeWitt, in the State of Illinois.

Tract 3:

The Southwest ¼ of the Southeast ¼ of Section 32, Township 21 North, Range 2 East of the 3rd Principal Meridian, situated in the County of DeWitt, in the State of Illinois.

Property Identification No.: 07-05-100-001, 02-32-400-003 & 02-32-400-005

EXHIBIT "A-1"

MAP GENERALLY DEPICTING THE PROPERTY

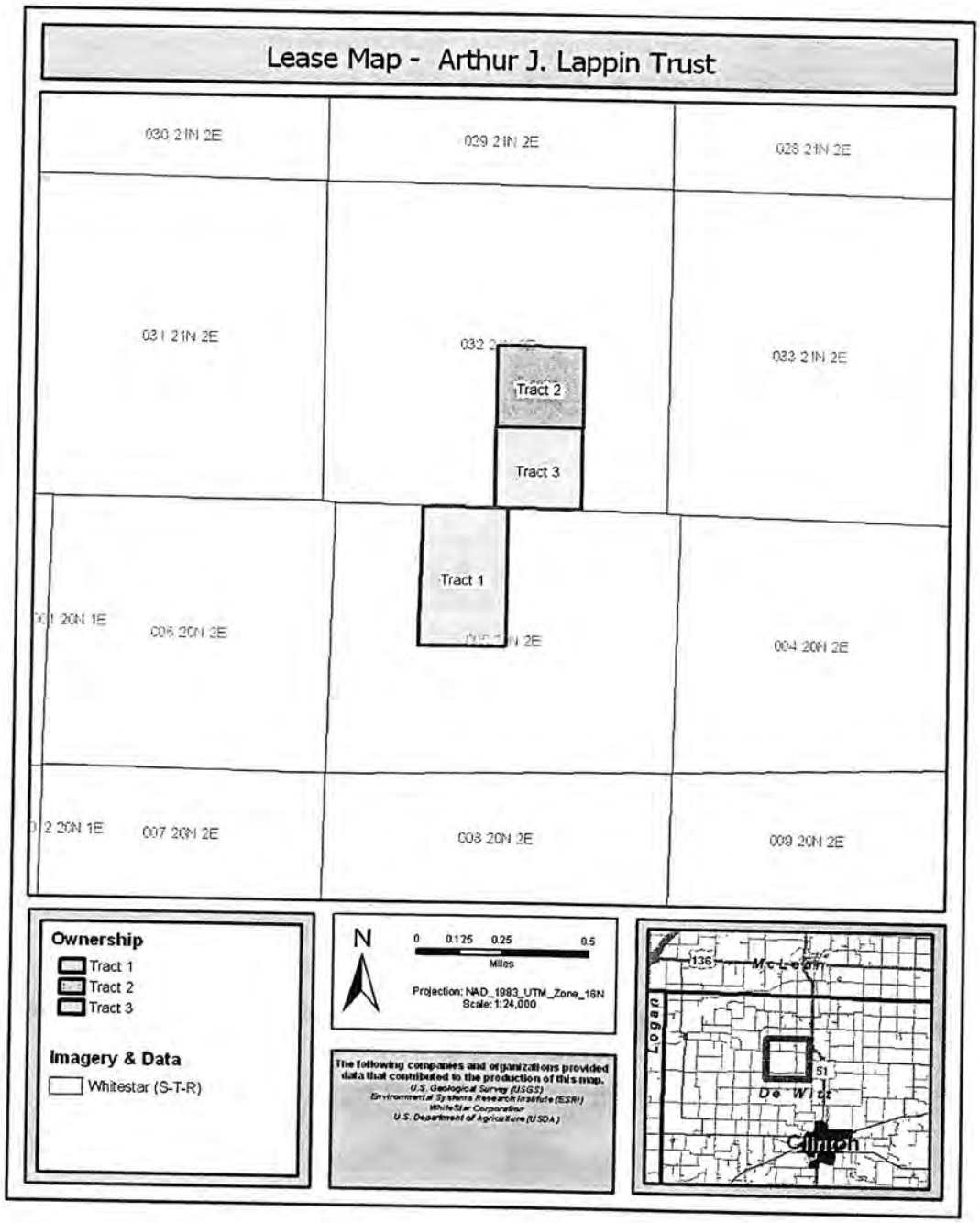

EXHIBIT "B"

MEMORANDUM OF WIND ENERGY LEASE

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MEMORANDUM OF WIND ENERGY LEASE

THIS MEMORANDUM OF WIND ENERGY LEASE (this "***Memorandum***") is dated as of November 1, 2009 (the "***Effective Date***") by and between Phyllis Joan Lappin, as Trustee of the Arthur J. Lappin Trust dated February 21, 1996 ("***Lessor***"), whose address is 12345 Apple Road, Clinton, IL 61727, and Alta Farms Wind Project II, LLC, an Illinois limited liability company ("***Lessee***"), whose address is 16105 W. 113th Street, Suite 105, Lenexa, KS 66219, with reference to the following recitals:

A. Lessor owns that certain real property (including all air space thereof) described on **Exhibit "A"** attached hereto (the "***Property***"), which Property is located in the County of DeWitt, in the State of Illinois.

B. Lessor and Lessee (together, the "***Parties***" and each a "***Party***") have entered into that certain unrecorded Wind Energy Lease dated of even date herewith (the "***Lease***"), which affects the Property.

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and Lessee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

NOW, THEREFORE, for and in consideration the promises, covenants and agreements of the Parties contained in the Lease and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Lessor hereby leases the Property to Lessee and its successors and assigns, and Lessee hereby leases the Property from Lessor, upon all of the terms and conditions set forth in the Lease. As more fully provided in the Lease, without limiting the generality of the foregoing, Lessee shall have possession of the Property for the following wind energy uses and purposes (collectively, "***Wind Operations***"), to be conducted in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee: (a) determining the feasibility of wind energy conversion on the Property or on

neighboring lands, including studies of wind speed, wind direction and other meteorological data; (b) developing, constructing, erecting, installing, improving, enlarging, replacing, repowering, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring the following, whether for the benefit of Wind Power Facilities on the Property or on other lands: (i) wind energy conversion systems and wind power generating facilities, including associated towers, foundations, support structures and equipment (collectively, "***Generating Units***"); (ii) electrical transmission, distribution and control facilities, and communications facilities, including overhead and underground lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities (collectively, "***Transmission Facilities***"); (iii) anemometers, meteorological towers and wind measurement, monitoring and recording equipment and facilities; (iv) roads, bridges, culverts and erosion control facilities; (v) control, maintenance and administration buildings, (vi) laydown areas and maintenance yards; (vii) utility lines and installations; (viii) fences, gates and other safety and protection facilities; and (ix) other improvements, fixtures, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "***Wind Power Facilities***"); (c) vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities (whether located on the Property or on other lands), on, over and across the Property, by means of roads thereon if existing (which Lessee may widen, strengthen or otherwise improve), or otherwise by such roads as Lessee may construct from time to time ("***Access Rights***"); and (d) undertaking any other activities that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with or to accomplish any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies, and clearing vegetation.

2. Among other things, this Lease includes (a) the exclusive right and easement on, over and across the Property for the free and unobstructed flow of wind currents and wind resources, together with the exclusive right to (i) develop, use, convert, maintain and capture such wind, (ii) convert wind energy into electrical energy and (iii) derive and keep all credits and income therefrom (subject to the payment of Rent to Lessor, as set forth below), and (b) the exclusive right and easement to permit the rotors of Generating Units located on adjacent properties to overhang the Property.

3. The Lease shall initially be for a term of seven (7) years commencing on the Effective Date and ending on November 1, 2016. Lessee shall have the right and option to extend the term of the Lease for one additional period of forty (40) years, upon the terms set forth in the Lease.

4. Any Wind Power Facilities constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures and Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Wind Power Facilities installed on the Property, or in any profits or income derived therefrom.

5. Neither Lessor nor any of its tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor (collectively, "***Lessor Parties***") shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Lessee's Wind Operations (whether conducted on the Property or elsewhere), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the

foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor shall (a) interfere with or impair the free, unobstructed and natural availability, flow, speed or direction of air or wind over or across the Property (whether by planting trees, constructing structures, or otherwise), or the lateral or subjacent support for the Wind Power Facilities or (b) engage in any other activity on the Property or elsewhere that might cause a decrease in the output, efficiency or longevity of the Wind Power Facilities.

6. The Lease is for the additional purposes, is of the nature, and is subject to the requirements and limitations, set forth therein. The Lease also contains various other covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, termination of the Lease, quiet enjoyment, division of the Lease into separate agreements, conduct of Operations, restoration of the Property, assignment and lender protections.

7. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

8. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Lease and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the Parties and each Sublessee and any other person and entity having any interest therein during their ownership thereof, and their respective Sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

9. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Memorandum as of the Effective Date.

LESSEE:

ALTA FARMS WIND PROJECT II, LLC,
an Illinois limited liability company

By:_____

Name:_____

Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Be it remembered that on this ____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who being by me duly sworn did say that he is the _____of Alta Farms Wind Project II, LLC, an Illinois limited liability company, and that the within instrument was signed and sealed on behalf of said Alta Farms Wind Project II, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

_____

[SEAL]

_____
Notary Public in and for said County and State

Print Name:_____

LESSOR: ARTHUR J. LAPPIN TRUST DATED FEBRUARY 21, 1996

By: _____
Phyllis Joan Lappin, Trustee

STATE OF _____)
) ss.
COUNTY OF _____)

Be it remembered that on this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Phyllis Joan Lappin, to me personally known, who being by me duly sworn did say that she is the Trustee of Arthur J. Lappin Trust, and that said instrument was signed and delivered not in her individual capacity, but on behalf of said trust and that said Trustee acknowledged said instrument to be her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

_____
[SEAL]

_____
Notary Public in and for said County and State

Print Name: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF DEWITT, STATE OF ILLINOIS:

Tract 1:

Lots 11, 12 and 13 in the East ½ of the Northwest ¼ of Fractional Section 5, and Lot 14 in the Northeast ¼ of the Southwest ¼ of said Fractional 5, all in Township 20 North, Range 2 East of the 3rd Principal Meridian, all according to the plat in the Chancery Case #1463 of the Circuit court of DeWitt County, Illinois, except 60 acres off of the full South side of all of the above tract, all situated in the County of DeWitt and State of Illinois. Also, 2 acres off of the full South side of the East ½ of the Southwest ¼ of Section 32, Township 21 North, Range 2 East of the 3rd Principal Meridian, situated in the County of DeWitt, in State of Illinois.

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Northwest ¼ of the Southeast ¼ of Section 32, Township 21 North, Range 2 East of the 3rd P.M., situated in the County of DeWitt, in the State of Illinois.

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The Southwest ¼ of the Southeast ¼ of Section 32, Township 21 North, Range 2 East of the 3rd Principal Meridian, situated in the County of DeWitt, in the State of Illinois.

Property Identification No.: 07-05-100-001, 02-32-400-003 & 02-32-400-005

This Instrument was prepared by
And after recording return to:
Matt Gilhousen
Alta Farms Wind Project II, LLC
16105 W. 113th Street, Suite 105
Lenexa, Kansas 66219