WIND EASEMENT AGREEMENT

SANILAC WIND ENERGY CENTER
State of Michigan

(p.18)

THIS WIND EASEMENT AGREEMENT (this "Agreement") is made, dated and effective as of _____, 20__ (the "Effective Date"), between _____ [a married/unmarried] [man/woman] [husband/wife] [a _____ corporation/limited liability company/limited partnership/partnership/trust] (collectively, and together with their successors, assigns, heirs and personal representatives comprising "Owner") of _____, and [**INVENERGY WIND DEVELOPMENT LLC**], a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), of 1 S. Wacker Dr., Suite 1900, Chicago, IL 60606 and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Agreement. Owner and Grantee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

1. Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner and Grantee, upon the terms and conditions set forth in this Agreement, Owner hereby grants, warrants and conveys to Grantee an exclusive easement to use, convert, maintain and capture the flow of wind and wind resources over, under, across and through the surface estate of that certain real property, including without limitation the air space thereon, located in the State of Michigan (MI) consisting of _____( ) acres, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property") for the purposes set forth below.

1.1 Purposes of the Easement. This easement is solely and exclusively for wind energy and related purposes (as such term is broadly defined, including, without limitation, ancillary rights related thereto and necessary for, appropriate, convenient or incidental to the development and operation of Windpower Facilities (as defined below)), and not for any other purpose, and Grantee shall have the exclusive right to develop and use the Property for wind energy purposes and to derive all profits therefrom, including but not limited to the following activities (collectively, "Development Activities"):

(a) Converting wind energy into electrical energy, and collecting and transmitting the electrical energy;

(b) Determining the feasibility of wind energy conversion on the Property or on adjacent lands, including, without limitation, studies of wind speed, wind direction and other meteorological data, and extracting soil samples;

(c) Constructing, laying down, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following only for the benefit of the Project or Projects (as defined below) (i) wind power generating machines, of any kind (including without limitation supporting towers, foundations and any other associated equipment or structures)(collectively, "Wind Turbines"); (ii) overhead and underground electrical distribution, collection, transmission and communications lines, electric transformers, electric substations, energy storage facilities, and telecommunications equipment; (iii) roads and crane pads; (iv) meteorological towers and wind measurement equipment; (v) control buildings, maintenance yards, and related facilities and equipment; and (vi) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing (all of the above, including the Wind Turbines, collectively "Windpower Facilities"). The term "Project", for the purposes of this Agreement, means an integrated wind energy generation system, consisting of Windpower Facilities, that is constructed and operated on the Property, and/or adjacent lands, by Grantee, or a third party authorized by Grantee. Grantee may determine whether any particular group of Windpower Facilities constitutes a single Project

or multiple Projects for purposes of this Agreement, and in the case of multiple Projects, which portion of the Property shall be included within each Project.

1.2 Other Uses. Subject to Sections 9.2, 9.3 and 9.5 below, Owner reserves the right to use the Property for any purpose other than wind energy purposes; provided, however, that such uses shall exclude all wind energy development or use of any facilities related to the development or generation of wind energy. All uses and agreements entered into after this date shall be expressly subject to Grantee's rights under this Agreement and subordinate to this Agreement. During the Term when Grantee construction is occurring or is about to occur, Owner agrees to provide Grantee with current information concerning the status and location of all other land uses occurring on the Property (including, without limitation, agricultural use, industrial use and oil and gas exploration and production activities). Any new leases or renewals and or extensions of existing leases, options to lease, seismic operations, or any other agreement made by Owner with a third party regarding the Property (including any of the foregoing related to water, oil, gas or other minerals) shall contain language that states that such third party shall not disturb, interfere with, preclude, or destroy Grantee's rights hereunder.

2. Grant of Additional Easements.

2.1 Owner hereby grants, conveys and warrants to Grantee the following additional easements upon, over, across, through and under the Property:

(a) Overhang. An exclusive easement to allow the rotors of Wind Turbines installed on adjacent land to overhang onto the Property;

(b) Non-Obstruct. An exclusive easement to capture, use and convert the unobstructed wind resources over and across the Property;

(c) Interference. An exclusive easement for electromagnetic, audio, flicker, visual, view, light, noise, vibration, air turbulence, wake, electrical, radio interference, shadow or other effects attributable to the Wind Turbines, or any Development Activities;

(d) Access Easement. A non-exclusive easement for ingress to and egress from the Project or Projects (whether located on the Property) over and across the Property by means of roads and lanes thereon if existing or later constructed by Owner, or otherwise by such route or routes as Grantee may construct from time to time;

(e) Other Easements. All other easements reasonably necessary, appropriate or convenient to accomplish the activities permitted by this Agreement or activities incidental to the purposes expressed in this Agreement, including but not limited to those activities described in Section 1.1. To the extent that Owner holds any access, utility, transmission or other easements or rights of way on the Property that do not prohibit Grantee from using them, Grantee is also granted use of the same for the benefit of the Wind Turbines, Windpower Facilities and/or Project.

3. Term. The easement granted here shall constitute a servitude upon the Property and, to the maximum extent permitted by law, the covenants of this Agreement shall run with the land. The term of the easement set forth in this Agreement shall commence on the Effective Date and continue for the following described periods (collectively, the "Term"):

3.1 Development Term. The easement set forth in this Agreement shall be for an initial term (the "Development Term") commencing on the Effective Date and continuing until the earlier to occur of: (a) the date on which Grantee begins selling electrical energy generated by substantially all of the Wind Turbines to be included in the Project to a third party power purchaser (as declared by Grantee, the "Operations Date"), or (b) the seventh (7th) anniversary of the Effective Date.

3.2 Operations Term. Subject to Section 13, upon the expiration of the Development Term, the term of the easement set forth in this Agreement shall automatically extend for an additional twenty-five (25) year term (the "Operations Term"). The Operations Term shall automatically commence upon the expiration of the Development Term and shall continue (unless sooner terminated pursuant hereto) for a period ending on the date that is twenty-five (25) years thereafter.

3.3 Extended Term. Provided that this Agreement has not been fully surrendered or terminated, then on or before the expiration of the Operations Term, Grantee may, at its option, extend the term of the easement set forth in this Agreement for an additional twenty-five (25) year period (the "Extended Term"). Grantee may exercise its option to extend this Agreement for the Extended Term by giving Owner written notice thereof on or before one hundred and eighty (180) prior to the expiration of the Operations Term.

3.4 Exclusivity. The Grantee shall have the exclusive right to develop and use the Property for wind energy purposes and to convert all of the wind resources of the Property; provided, however, that nothing expressly stated or implied in this Agreement shall be construed as requiring the Grantee to undertake construction of the Wind Turbines, Windpower Facilities or Project on the Property or otherwise, to continue operation of the Wind Turbines, Windpower Facilities or Project, or to generate or sell any minimum or maximized amount of electrical energy from the Property and all such decisions shall be in Grantee's sole discretion.

4. Payments to Owner. In consideration of the rights granted hereunder, Grantee will pay Owner the amounts set forth in Exhibit B attached hereto.

5. Ownership of Windpower Facilities. Owner shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities at any time. Except for those payments described herein and in Exhibit B, Owner shall not be entitled to any other payments or benefits accrued by or from the Project, including renewable energy credits, environmental credits or tax credits.

6. Taxes. Owner shall pay all taxes, assessments, or other governmental charges, general and specific, that shall or may during the Term be imposed on, or arise in connection with the Property itself; provided that during the Term Grantee shall be responsible for any incremental increase in such real or personal property taxes, assessments, or other governmental charges directly resulting from the presence of the Windpower Facilities on the Property ("Grantee Taxes"). To the extent the applicable taxing authority provides a separate tax bill for the Grantee Taxes to Grantee, Grantee shall pay such Grantee Taxes directly to the applicable taxing authorities prior to the date such Grantee Taxes become delinquent. If a separate tax bill for the Grantee Taxes is not provided to Grantee, Grantee shall pay the Grantee Taxes within thirty (30) days following receipt of written demand from Owner of the amount of the Grantee Taxes with a copy of the applicable tax bill. If any such property taxes, assessments, and/or real property taxes are due and payable and either Party fails to fulfill its obligations under this Section 6, then the other Party may, but shall not be obligated to, pay the taxing authorities the entire amount due on the tax bill and obtain reimbursement for such amount paid on behalf of such Party plus interest (computed from the date of payment) at a rate equal to the sum of: (i) two percent (2%) per annum; plus, (ii) the prime lending rate as from time to time may be published by The Wall Street Journal under the "Money Rates" section; provided, that in no event shall such total interest exceed the maximum rate permitted by law. If Grantee pays taxes, assessments, and/or real property taxes on behalf of Owner that are Owner's obligation hereunder, Grantee may offset the amount of such payments against amounts due Owner under this Agreement.

7. Indemnity/Liability.

7.1 Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below)(each, an "Indemnified Party") from and against any and all third party (excluding Related Persons) claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "Claims") suffered or incurred by such Indemnified Party, arising from the negligence or intentional misconduct of the Indemnifying Party.

7.2 In no event shall either Party be liable to the other Party to the extent any Claims are caused by, arising from or contributed by the negligence or intentional misconduct of such other Party or any Related Person thereof.

7.3 Except to the extent expressly set forth herein (for example, Crop Damage Compensation), in no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, shall either Party be liable to the other Party for loss of profit or revenues, loss of business opportunities or for any other special, consequential, incidental, indirect or exemplary damages.

7.4 In no event shall Grantee or its Related Persons be liable to Owner for property damage or personal injuries to Owner or its Related Persons attributable to risks of known and unknown dangers associated with normal day-to-day operation of electrical generating facilities, such as flickering, noise, or electromagnetic fields.

7.5 In no event shall either Party or its Related Persons be liable to the Other Party for expenses incurred in such other Party's lawful enforcement of its rights under this Agreement for a default during any applicable cure period.

7.6 As used herein the term "Related Person" shall mean any affiliates, contractors, lessees, sublessees, and subeasement or separate easement holders of a Party, and each of their respective, principals, officers, employees, servants, agents, representatives, subcontractors, licensees, invitees, and/or guests.

7.7 This Section 7 shall survive expiration or earlier termination of this Agreement.

8. Grantee's Representations, Warranties, and Covenants. Grantee hereby represents, warrants, and covenants to Owner that:

8.1 Grantee's Authority. Grantee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Grantee is authorized to do so. When signed by Grantee, this Agreement constitutes a valid and binding agreement enforceable against Grantee in accordance with its terms.

8.2 Minimal Impacts. Grantee agrees to conduct its Development Activities and to locate and operate its Windpower Facilities in such a way as to reasonably minimize impacts to the Property and to Owner's activities on the Property, to the extent practical, without negatively impacting the Windpower Facilities. At least fifteen (15) days prior to Grantee commencing construction of the Windpower Facilities on the Property, Grantee shall provide Owner with a site plan indicating the approximate proposed location of the Wind Turbines and access roads. No Windpower Facilities shall be sited within the no-build area depicted on Exhibit A-1 attached hereto and incorporated by this reference. No later than five (5) days after receipt of the site plan from Grantee, Owner shall provide Grantee with all, if any, suggestions or concerns Owner has regarding the proposed site plan. Grantee shall consider in good faith any such suggestions or concerns Owner may have with the siting of such Wind Turbines and

access roads and shall implement those that, in Grantee's reasonable discretion, do not negatively impact the Project. Grantee shall operate and maintain the Windpower Facilities in good order and repair throughout the Term. Grantee shall not store materials, vehicles or equipment on the Property, except to the extent that such materials, vehicles and equipment are directly connected with the construction, operation and/or maintenance of the Windpower Facilities. If Owner's Property is fenced, all access roads constructed by Grantee on the Property shall be gated by Grantee at Grantee's expense, and Owner shall be furnished with keys or other ability to open and close such gates. The terms "commencing construction" and "commencement of construction" as used in this Agreement shall mean that date on which Grantee begins excavation on a Wind Turbine foundation on the Property. If any event of Force Majeure (as defined in Section 14.1) occurs which requires, in Grantee's reasonable discretion, relocation of Grantee's Windpower Facilities, then subject to the terms and conditions of this Agreement including those contained in this Section 8.2 and the payment provisions set forth herein, Grantee shall have the right to relocate such Windpower Facilities on the Property at its sole cost and expense.

8.3 Insurance. Grantee shall, at its expense, obtain and maintain throughout the Lease Term, (i) a broad form comprehensive coverage policy of public liability insurance insuring Grantee and Owner against loss or liability caused by Grantee's activities on the Property under this Agreement, in an amount not less than Three Million Dollars ($3,000,000) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible; and (ii) commercial auto liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000). The foregoing insurance may be carried by way of an excess or umbrella liability policy. Grantee shall provide worker compensation insurance for all Grantee Parties' employees working on the Property in amounts required by law. Upon the written request of Owner (Owner to have up to three requests per calendar year) the Grantee shall provide a certificate of insurance evidencing such coverage, which shall provide that Owner will receive notice of cancellation or termination of such coverages. If Grantee shall fail for any reason to provide insurance as required herein or if the required coverages lapse, Owner, shall have the right to secure the coverage and Grantee shall forthwith reimburse Owner all costs of coverages. Upon the written request of Owner, but not more frequently than every five years, the Parties will review the insurance coverage limits provided in this Section to determine whether the coverage amounts remain commercially reasonable. If the Parties cannot agree on commercially reasonable limits then the minimum coverage limits set forth in this Section shall be increased to reflect the percentage increase since the Effective Date in the gross domestic product implicit price deflator as published by the Bureau of Economic Analysis of the U.S. Department of Commerce.

8.4 Requirements of Governmental Agencies. Grantee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Windpower Facilities. Grantee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property or Windpower Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by Grantee.

8.5 Construction Liens. Grantee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Grantee's use of the Property pursuant to this Agreement; provided, however, that if Grantee wishes to contest any such lien, Grantee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond over such lien from the Property pursuant to applicable law or provide Owner with title insurance insuring Owner's interest in the Property against such lien claim.

8.6 Hazardous Materials. Neither Grantee nor its Related Persons shall violate any material applicable federal, state, or local law, ordinance, or regulation relating to the generation,

manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum, explosives or any other substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property (each, a "Hazardous Material"). Grantee shall promptly notify Owner if any violation occurs.

9. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follow:

9.1 Owner's Authority. To the best of Owner's knowledge, Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder without the consent of any third party. Each person signing this Agreement on behalf of Owner is authorized to do so. To the best of Owner's knowledge, when signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms. Each person/entity comprising Owner, as listed in the preamble to this Agreement, owns the fractional interest in the Property set forth below:

Owner:	***Name 1***	***Name 2***	***Name 3***	***Name 4***
Fractional Ownership:	*[__]%*	*[__]%*	*[__]%*	*[__]%*

9.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, shall not, currently or prospectively, disturb, impair, materially increase the cost of, or interfere with: the construction, installation, maintenance, or operation of the Windpower Facilities, whether located on the Property or elsewhere; access over the Property to such Windpower Facilities; any Development Activities; or the undertaking of any other activities permitted hereunder or enjoyment of the rights and benefits of Grantee. Without limiting the generality of the foregoing, Owner's activities or any rights granted by Owner to a third party shall not (i) disturb or interfere, in Grantee's reasonable discretion, with the wind speed or wind direction over the Property, whether by placing telecommunication towers or antennas, planting trees or constructing buildings or other structures, or by engaging in any other activity on the Property or elsewhere that could be reasonably expected to cause a decrease in the output or efficiency of the Windpower Facilities, or (ii) disturb the subsurface such that it could be reasonably expected to damage or interfere with the structural integrity of the Windpower Facilities or their subjacent or lateral support. Notwithstanding the foregoing to the contrary but subject to the easements contained herein, including those set forth in Section 2.1(c), Owner shall have the right to plant trees and to maintain, replace or erect new buildings and other structures provided such trees, buildings and other structures (i) are no greater than 30 feet tall within 500 feet of a Wind Turbine, or (ii) are no greater than 50 feet tall within 1,000 feet of a Wind Turbine; provided, however, Grantee does not consent to any habited or frequently visited structures being built within 1,000 feet of any Wind Turbine.

9.3 Liens and Tenants. Except as may be disclosed by proper recording indexed under Owner's name in the real property records of the county in which the Property is located, or as disclosed by Owner in writing to Grantee on or prior to the date hereof, Owner represents there are no encumbrances, leases, mortgages, deeds of trust, or similar liens or security interests encumbering all or any portion of the Property that could interfere with Grantee's operations on the Property, including mechanic's liens. If any of the foregoing arise that are not caused by Grantee, including without limitation mortgages or construction, tax and other liens that may, in Grantee's reasonable determination, interfere with Grantee's rights under this Agreement, then Owner shall fully cooperate and assist Grantee in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement where Grantee deems it necessary, with terms and conditions reasonably requested by Grantee

to protect its rights hereunder, from each party that holds such rights (recorded or unrecorded). In the case of monetary liens such as but not limited to construction liens, Owner agrees to bond over any such liens in an amount that may be reasonably requested by Grantee. If Owner fails to obtain release of any lien, claim, or encumbrance, Grantee may collect or offset from amounts due to Owner Grantee's actual, reasonable and verifiable out of pocket costs related to release of such lien, claim or encumbrance. Grantee shall have peaceful and quiet enjoyment of the Property right, title and interest granted in this Agreement without hindrance or interruption by Owner or anyone claiming under Owner, and Owner shall protect and defend the right, title and interest of Grantee against all rights, titles, interests or claims of others.

9.4 Requirements of Governmental Agencies and Setback Waiver. Owner shall assist, support, and fully cooperate with Grantee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use permits, special use permits, or zoning approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of Windpower Facilities, including without limitation execution of applications and documents reasonably necessary for such approvals, and including participating in any appeals or regulatory proceedings respecting the Windpower Facilities. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements respecting the Windpower Facilities to be placed on or near the Property that are reasonably necessary, in Grantee's sole and absolute discretion, to carry out Grantee's power-generating activities on or near the Premises.

9.5 Hazardous Materials. Neither Owner nor its Related Persons has violated or shall violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Material. Owner shall promptly notify Grantee if any such violation occurs. To the best of Owner's knowledge, (i) no underground or aboveground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (ii) no Hazardous Material has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other laws (each, an "Environmental Law") that govern the same or are applicable thereto and (iii) there are no Hazardous Materials in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Owner warrants and certifies it has never received any notice or other communication from any governmental authority alleging that the Property is or was in violation of any Environmental Law or that Hazardous Material was in, on, under, or had migrated onto the Property. Owner only applies pesticides and herbicides in conformance with the applicable manufacturers instructions.

9.6 Litigation. No litigation is pending, and, to the best of Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Property. If Owner learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Owner shall promptly deliver notice thereof to Grantee and take such actions as are within Owner's power to assure that such litigation does not disturb Grantee or affect this Agreement. Owner shall cooperate with Grantee in any litigation by or against any third party related to the Property, the easements, the Wind Turbines, the Windpower Facilities, the Project or any zoning, permits or approvals of any kind, or this Agreement.

9.7 Title Insurance. Owner agrees that Owner shall execute and deliver to Grantee any documents reasonably required by the title insurance company and/or a financing party within five (5) business days after presentation of said documents by Grantee (such as but not limited to estoppels, owners affidavits, title curative documents and subordination non-disturbance agreements and other documents); provided, however, in no event shall such documents materially increase any obligation or

materially decrease any right of Owner hereunder. Owner shall have no obligation to initiate the process to obtain title insurance on behalf of the Grantee.

10. Assignment.

10.1 Collateral Assignments. Grantee shall have the absolute right in its sole and exclusive discretion, without obtaining the consent of Owner, to do any of the following with respect to financing all or any portion of the Property: (i) finance Windpower Facilities with a Mortgagee (as defined in Section 12); and/or (ii) mortgage, encumber, hypothecate, pledge or transfer to one or more Mortgagees any and all of the rights granted hereunder, including the easements granted in Section 2, and/or any or all right or interest of Grantee in the Property or in any or all of the Windpower Facilities.

10.2 Non-Collateral Assignments or Transfers. Grantee shall have the right, without the prior written consent of Owner, to sell, convey, lease, assign or transfer (including without limitation granting co-easements, separate easements, subeasements or other interests) any or all of its rights hereunder in and to all of the Property provided such transfer is related to a Project. Grantee shall be relieved of all of its obligations arising under this Agreement from and after the effective date of such transfer, provided such rights and obligations have been assumed by such transferee.

10.3 Acquisition of Interest. The acquisition of all interests, or any portion of interest, in Grantee by another person shall not require the consent of Owner or constitute a breach of any provision of this Agreement and Owner shall recognize the person as Grantee's proper successor or interest holder under this Agreement.

11. Default. If a Party defaults in or otherwise fails to perform an obligation under this Agreement, the non-defaulting Party shall give the defaulting Party written notice of default and shall not have the right to exercise any remedies hereunder if the default is cured by the defaulting Party within sixty (60) days of receiving such written notice of such default from the non-defaulting Party specifying in detail the default and the required remedy (a "Notice of Default"); provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure, the non- defaulting Party shall not have the right to exercise any remedies hereunder as long as the defaulting Party commences performance of the cure within sixty (60) days and thereafter completes such cure with commercially reasonable diligence. Further, if the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy (not including claimed consequential, special, exemplary or punitive damages) in escrow with any reputable third party escrow, or may interplead the same, which amount shall remain undistributed and shall not accrue interest or penalties in favor of the other Party, and no default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the defaulting Party's right to institute legal action for recovery of such amounts.

11.1 Remedies. Except as qualified by Section 12 regarding Mortgagee Protections, should a default remain uncured beyond the applicable cure periods, the non-defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Agreement by injunction, specific performance or other equitable relief. Notwithstanding anything in this Agreement to the contrary or any rights or remedies Owner might have at law or in equity, if any of Grantee's Windpower Facilities are then located on the Property and Grantee fails to perform any of its non-monetary obligations hereunder beyond applicable cure periods, Owner shall be limited to pursuing damages and Owner shall not commence any action to terminate or cancel this Agreement.

12. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in this Agreement or in any Windpower Facilities, or any portion thereof, is entered into by

Grantee (a "Mortgage"), then any person who is the mortgagee of a Mortgage (a "Mortgagee") shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 12. Grantee shall send written notice to Owner of the name and address of any such Mortgagee; provided that failure of Grantee to give notice of any such Mortgagee shall not constitute a default under this Agreement and shall not invalidate such Mortgage. Failure to give notice will excuse Owner from extending any notice or other performance to Mortgagee.

12.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the easement estate by any lawful means; (iii) to take possession of and operate the Windpower Facilities or any portion thereof, to exercise all of Grantee's rights hereunder, and to perform all obligations to be performed by Grantee hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered easement or subeasement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

12.2 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any default of Grantee, Owner shall give a Notice of Default to each Mortgagee of which actual notice has been received, concurrently with delivery of such notice to Grantee. In the event Owner gives a Notice of Default, the following provisions shall apply:

(a) A "Monetary Default" means Grantee's failure to pay when due any fee, payment or other monetary obligation, including the monetary provisions as defined in Exhibit C, Section 10, of Grantee under this Agreement. Any other default by Grantee is a "Non-Monetary Default".

(b) The Mortgagee shall have the same period after receipt of the Notice of Default to remedy the default, or cause the same to be remedied, as is given to Grantee, plus, in each instance, the following additional time periods: (i) thirty (30) days, for a total of ninety (90) days after receipt of the Notice of Default in the event of any Monetary Default; and (ii) sixty (60) days, for a total of one hundred twenty (120) days after receipt of the Notice of Default in the event of any Non-Monetary Default, provided that as to Non-Monetary default provided the Mortgagee acts with reasonable and continuous diligence such 120-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such Non-Monetary Default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings. The Mortgagee shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Grantee hereunder. Owner shall not take any action to terminate this Agreement in law or equity prior to the expiration of the cure periods available to a Mortgagee as set forth above.

(c) During any period of possession of the Property by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the Operating Fees (as defined in Exhibit B) and all other monetary charges payable by Grantee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Grantee's easement estate by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to Grantee's easement estate shall, as promptly as reasonably possible, commence the cure of all of Grantee's defaults which are reasonably susceptible of being cured by the Mortgagee or party

acquiring title, hereunder and thereafter diligently process such cure to completion, whereupon such defaults shall be deemed cured without incurring any default hereunder.

(d) Any Mortgagee or other party who acquires Grantee's easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Grantee by this Agreement for such interest for the period of and so long as such Mortgagee or other party has ownership of the easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Agreement; provided, neither bankruptcy nor insolvency shall estop Owner from exercising other termination rights set forth herein.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Mortgagee to continue foreclosure proceedings after a default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

12.3 New Agreement to Mortgagee. If this Agreement terminates because of Grantee's default or if the leasehold and/or easement estate is foreclosed upon, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Mortgagee within ninety (90) days after such event, enter into a new agreement for the Property on the following terms and conditions:

(a) The term of the new agreement shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the Term, at the same rent and subject to the same terms and conditions set forth in this Agreement.

(b) The new agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Mortgagee's election to enter a new agreement, provided said Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Grantee under the terms of this Agreement up to the date of execution of the new agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Grantee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Grantee and would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations which constitute non-curable defaults. Owner agrees to take reasonable actions to assist Mortgagee in ensuring that Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Mortgagee, the new agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of Grantee thereunder.

(d) If more than one Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered by Owner to the first Mortgagee requesting such new agreement. and Owner shall disregard the written request of any other Mortgagee .

(e) The provisions of this Section 12 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 12 were a separate and independent contract made by Owner, Grantee and such Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such new agreement, such Mortgagee may use and enjoy said

Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a new agreement as set forth herein are complied with.

12.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that this Agreement shall not be modified or amended and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Grantee prior to expiration of the Term without the prior written consent of all Mortgagees of whom Owner has received written notice. This provision is for the express benefit of and shall be enforceable by such Mortgagee.

12.5 No Waiver. No payment made to Owner by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement; and a Mortgagee, having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

12.6 No Merger. There shall be no merger of this Agreement, or of the easement estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Owner and Grantee shall join in a written instrument effecting such merger and shall duly record the same.

12.7 Estoppel Certificates, Etc. Owner shall execute such estoppel certificates (certifying as to such truthful matters as Grantee may reasonably request, including without limitation that no default by Grantee then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grantee, any transferee of Grantee or Mortgagee may reasonably request from time to time. The failure of Owner to deliver any estoppel certificate required by this Section 12.7 within thirty (30) days after Grantee's written request therefor shall be conclusive evidence that (i) this Agreement is in full force and effect and has not been modified; (ii) any amounts payable by Grantee to Owner have been paid through the date of such written request; (iii) there are no uncured defaults by Grantee; and (iv) the other certifications requested by Grantee in its estoppel, are in fact, true and correct.

13. Termination.

13.1 Grantee's Right to Terminate. Grantee shall have the right to terminate this Agreement as to all or any part of the Property at any time and without cause, effective upon thirty (30) days' written notice to Owner from Grantee.

13.2 Owner's Right to Terminate. Subject to Section 12.4, Owner shall have the right to terminate all or any portion of its rights in this Agreement after the seventh (7th) anniversary of the Effective Date if, at the time Owner's written termination notice is delivered, Grantee has not commenced construction of Windpower Facilities for the Project on or near the Property.

13.3 Effect of Termination. Upon termination of this Agreement, unless a new agreement is entered into or being entered into with Mortgagee pursuant to Section 12.3, Grantee shall, as soon as practicable thereafter, but not later than one (1) year after the termination, remove above-ground and below-ground (to a depth of four (4) feet below grade) Windpower Facilities from the Property. All Property disturbed by Grantee shall be restored to a condition reasonably similar to its original condition as it existed upon the Effective Date. If Grantee fails to remove such Windpower Facilities within twelve (12) months of termination of this Agreement or such longer period as Owner may provide by extension (absent a new agreement with Mortgagee), Owner shall have the right to restore the Property and remove, or to cause removal of, any property owned by Grantee to the extent required by Grantee under this

Section 13.3, and the right to receive reimbursement, less the salvage value of the Windpower Facilities, from Grantee for any remaining amounts incurred for removal and restoration of the Property.

14. Miscellaneous.

14.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference, and the Term or any other time periods herein shall be extended for such period of time. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, or other casualty, element, weather condition, condemnation or accident; strikes or labor disputes or the inability to secure labor on the open market; war, civil strife, terrorism or other violence; delays in transportation; any law, order, proclamation, regulation, ordinance, action, inaction, demand or requirement of any government agency or utility; failure of a governmental authority to issue a permit; litigation contesting the rights of Grantee in the Property, or any other act or condition beyond the reasonable control of a Party hereto.

14.2 Confidentiality. To the fullest extent allowed by law, Owner shall maintain in the strictest confidence, and Owner shall require each Related Person of Owner to maintain in the strictest confidence, for the sole benefit of Grantee, all information pertaining to the financial terms of or payments under this Agreement, Grantee's site or product design, methods of operation, methods of construction, power production or availability of the Windpower Facilities, and the like, whether disclosed by Grantee or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Related Person of Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. To the fullest extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Owner may disclose such information to any auditor or to Owner's spouse, lenders, attorneys, accountants and other personal advisors; any prospective purchaser of or lenders for the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the agreement of said party not to disclose the information.

14.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Grantee and, to the extent provided in any assignment or other transfer under Section 10 hereof, any transferee, and their respective heirs, transferees, assignee, co-easement, separate easement, subeasement, or other interest holder (for purposes of this paragraph "transferees") successors and assigns, and all persons claiming under them. References to Grantee in this Agreement shall be deemed to include transferees of Grantee that hold a direct ownership interest in this Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

14.4 Short Form; Recording. At Grantee's option: (i) Grantee may record a copy of this Agreement, or (ii) upon request from Grantee, Owner shall execute in recordable form, and Grantee may then record, a short form of this Agreement substantially in the form of Exhibit D attached hereto, incorporating only those non-substantive changes to the form as may be required by the applicable jurisdiction in which recording is sought and to reflect the terms of this Agreement. Owner hereby consents to the recordation of the interest of any assignee or transferee of Grantee in the Property. With respect to the Operations Term and Extended Term, upon request from Grantee, Owner shall execute, in recordable form, and Grantee may then record, a short form or memorandum evidencing the Operations Term and Extended Term, as applicable; provided that the execution of such short form or memorandum

is not necessary for such Operations Term or Extended Term to be effective. The Parties agree that the indemnity set forth in Section 7 above shall include an indemnity from Grantee in favor of Owner for liabilities arising out of Owner signing the RETVA that is part of Exhibit D hereto based on information therein provided by Grantee.

14.5 Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner or Grantee, or in lieu of such personal delivery services, the same day if sent via facsimile with confirmation, the next business day if sent via overnight delivery or five (5) days after deposit in the United States mail, first class, postage prepaid, certified, addressed as follows:

If to Owner:

Tel:

If to Grantee:

Invenergy Wind Development LLC
Attn: General Counsel
c/o Invenergy LLC
One S. Wacker Drive, Suite 1900
Chicago, Illinois 60606
Fax: (312) 224-1444

Either Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

14.6 Entire Agreement; Amendments. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between Owner (and its respective successors, heirs, affiliates and assigns) and Grantee (and its respective successors, heirs, affiliates and assigns) respecting its subject matter, and supersedes any and all oral or written agreements. All of the provisions of Exhibits B and C shall be treated as if such provisions were set forth in the body of this Agreement and shall represent binding obligations of each of the Parties as part of this Agreement. Any agreement, understanding or representation respecting the Property, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party. Provided that no material default in the performance of Grantee's obligations under this Agreement shall have occurred and remain uncured, Owner shall cooperate with Grantee in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of any transferee of Grantee or Mortgagee.

14.7 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in Sanilac County. The Parties agree that 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 Agreement and is hereby waived. The prevailing Party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing Party.

14.8 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term, or the term of any easement co-easement, separate easement or subeasement granted herein be longer than, respectively, the longest period permitted by applicable law.

14.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

14.10 Tax and Renewable Energy Credits. If under applicable law, the holder of an easement estate becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable energy established by any local, state or federal government, then, at Grantee's option, Owner and Grantee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Grantee's interest in the Property to a substantially similar interest that makes Grantee eligible for such credit, benefit or incentive, at no additional cost to Grantee.

14.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more Parties in this Agreement.

14.12 Waiver of Right to Trial by Jury. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

14.13 Public Officials. Owner acknowledges that its receipt of monetary and other good and valuable consideration hereunder may represent a conflict of interest if Owner is a government employee or otherwise serves on a governmental entity with decision-making authority (a "Public Official") as to any rights Grantee may seek, or as to any obligations that may be imposed upon Grantee in order to develop and/or operate the Project ("Development Rights"), and Owner hereby agrees to (1) recuse him/herself from all such decisions related to Grantee's Development Rights unless such recusal is prohibited by law or is not reasonably practicable considering the obligations of such Public Official's position and (2) recuse him/herself from all such decisions related to Grantee's Development Rights if such recusal is required by law. If Owner is not required pursuant to (1) or (2) above to recuse him/herself from a decision related to Grantee's Development Rights, Owner shall, in advance of any vote or other official action on the Development Rights, disclose the existence of this Agreement (but not the financial terms therein) at an open meeting of the relevant governmental entity Owner serves on as a Public Official. Additionally, if Owner is a Public Official and any of Owner's spouse, child or other dependent has a financial interest in the Project, Owner shall disclose such relationship (but not the financial terms thereof) at an open meeting of the relevant governmental entity Owner serves on as a Public Official, prior to participation in any decision related to Grantee's Development Rights.

[Signatures on Following Page]

IN WITNESS WHEREOF, Owner and Grantee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

"Owner(s)"

_____

_____
Name:
Title (if owned by an entity or trust):
_____

_____
Name:
Title (if owned by an entity or trust):
_____

"Grantee"

INVENERGY WIND DEVELOPMENT LLC

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENT OF OWNER

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 201__, _____ who executed the foregoing instrument ***[individually][as _____ of _____]***, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 201__, _____ who executed the foregoing instrument as _____ of *[Invenergy Entity]*, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

EXHIBIT A
Description of the Property

Exhibit A-1
Depiction of no-build area on the Property

EXHIBIT B
Payment Terms

In consideration for the rights provided to Grantee under the Agreement, Grantee agrees to make payments to Owner as follows:

1. Development Term Fees. Grantee shall pay to Owner the following amounts for the rights provided under the Agreement (collectively, the "Development Term Fees"):

(a) Development Option Payments. Within forty-five (45) days of the Effective Date of this Agreement, Grantee shall pay Owner a one-time fee of Twenty Dollars ($20) per acre of Property subject to Windpower Facilities. Within thirty days of the first anniversary of the Effective Date during the Development Term, Grantee shall pay Owner a one-time fee of Fifteen Dollars ($15) per acre of Property subject to Windpower Facilities. Within thirty days of each anniversary, starting on the second anniversary of the Effective Date during the Development Term, Grantee shall pay Owner an annual fee of Ten ($10) per acre of Property subject to Windpower Facilities (the "Development Option Fee").

(b) Attorney Fee Payment. Within (45) days after the receipt by the Grantee of a copy of an invoice for the Owner's Attorney's review of this Agreement, Grantee shall pay Owner a one-time fee of up to Five Hundred Dollars ($500.00) for reimbursement of that review.

2. Installation Payment. Within forty-five (45) days after the commencement of construction of a wind turbine foundation on the Property, Grantee shall pay to Owner a one-time payment of Two Thousand Dollars ($2,000.00) per wind turbine to be installed on Owner's Property.

3. Operating Fees. Upon commencement of the Operations Date, and for each year during the Term of this Agreement after the Development Term (each an "Extended Term Year"), Grantee shall pay to Owner the following amounts for Windpower Facilities installed on the Property (collectively, the "Operating Fees"):

(a) Wind Turbine Payment. Three Thousand Five Hundred Dollars ($3,500.00) per megawatt of installed nameplate capacity for each wind turbine generator installed on the Property.

(b) Turbine Access Road Payment. One Dollar ($1.00) per lineal foot of turbine access road installed on the Property.

(c) Collection Facilities Payment. Twenty Five Cents ($0.25) per lineal foot of underground Collection Facilities installed on the Property. Three Dollars ($3.00) per lineal foot of above-ground Collection Facilities installed on the Property.

(d) Acreage Payment. Twenty Dollars ($20.00) per acre of Property subject to Windpower Facilities. Notwithstanding any partial termination of the Property subject to this Agreement, the acreage payments set forth in Section 3(d) above shall continue to be based on the acreage of the Property subject to this Agreement as of the Effective Date.

(e) Permanent Meteorological Tower Payment. Two Thousand Dollars ($2,000.00) for each permanent meteorological tower installed on the Property.

Commencing on the first year after the Operations Date, such Operating Fees shall be adjusted upwards by the greater of two percent (2%) per year on a compounded basis or by the percentage change, if any, in the GDPIPD for the preceding available four quarters. GDPIPD means the gross domestic product implicit price deflator, as computed and published quarterly by the U.S. Department of Commerce (Index 2000=100), as presented and revised from time to time in the "Gross Domestic Product: [applicable

quarter] Quarter 'Final' Press Release" released periodically by the Bureau of Economic Analysis. The amounts payable hereunder for a calendar year shall be prorated for Windpower Facilities for which the Operations Date or Removal Date occurs during such year, based on the number of days in such year following the Operations Date or prior to the Removal Date. Payments of Operating Fees each year shall be made in two equal semi-annual installments and shall be due within thirty (30) days of the end of each semi-annual period (such end being the six-month and one-year anniversary date of the Operations Date).

4. Crop Compensation. Grantee shall pay Owner one-time compensation for each instance that any and all portions of the Property where permanent Windpower Facilities are not constructed are either taken out of commercial crop production for a season because of the construction or maintenance of the Windpower Facilities, or are removed or damaged as a direct result of Grantee's construction or maintenance of the Windpower Facilities on the Property, including damage caused by breaking drain tile ("Crop Damage Compensation"). Portions of the Property shall be deemed to have been taken out of commercial crop production only if the Owner was actually farming such portions of the Property immediately prior to Grantee's commencing construction of the Windpower Facilities on the Property. The Crop Damage Compensation shall be deemed full compensation for any losses of income, rent, business opportunities, profits or other losses arising out of such Grantee construction. Crop Damage Compensation shall be equal to the fair market value of the crops that are damaged per season. If less than one acre of Owner's cultivated crops, pasture or hay on the Property is damaged by Grantee's activities on the Property, the applicable dollar amount per acre shall be reduced proportionally. The Parties shall attempt, in good faith, to agree upon the extent of damage and amount of acreage affected. If the Parties cannot agree, the Parties shall have the area measured and the extent of damage assessed by an impartial party chosen by mutual agreement of the Parties, such as a crop insurance adjuster.

5. Compaction Compensation. In addition to payments owed pursuant to Section 4 above for Crop Damage Compensation, Grantee shall pay Owner for areas determined to have significant soil compaction directly caused by Grantee's activities on the Property ("Compaction Compensation"); provided, however, Grantee shall have the right to de-compact such areas first before any payments are due, and to complete such decompaction within three (3) months of construction on the Property. Compaction Compensation shall be equal to an amount that is quadruple the value calculated under Section [compensation] for the area compacted. In consideration of this payment, no additional damages shall be paid in future years for that incident of soil compaction. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, the Parties shall have the area measured and the extent of damage assessed by an impartial party chosen by mutual agreement of the Parties, such as a crop insurance adjuster.

6. Late Payment Penalty. If Grantee fails to make any payment to Owner required of it hereunder when due, interest shall accrue on the overdue amount, from the date of expiration of Grantee's cure period until the date paid, at a rate equal to the sum of: (i) two percent (2%) per annum; plus, (ii) the prime lending rate as from time to time may be published by The Wall Street Journal under the "Money Rates" section; provided, that in no event shall such total interest exceed the maximum rate permitted by law.

7. IRS Form W-9. Notwithstanding anything in this Agreement to the contrary, Grantee shall have no obligation to make any payment to Owner otherwise required under this Agreement until Owner has returned to Grantee a completed Internal Revenue Service Form W-9, such W-9 form to either (i) have been provided by Grantee to Owner prior to execution of this Agreement or (ii) be provided by Grantee to Owner promptly upon execution of this Agreement.

8. Payment Instructions. All payments issued hereunder will be paid to Owner, as set forth in this Agreement, or its permitted successors and assigns. If Owner comprises more than one person or entity, then all payments will be issued by a single check payable to all such persons or entities,

unless otherwise indicated below. Each person or entity holding record title to the Property hereby acknowledges and agrees that all payments are legally permitted to be made as set forth below and that no other party shall have any right to such payments or to contest the payments and allocations as set forth below. Each person receiving payment hereunder agrees to fully indemnify and hold harmless Grantee against claims by any third party in connection with its payments hereunder to the person/entities set forth herein. **Check one below:**

☐ A single check should be issued payable to all persons/entities comprising Owner.

☐ Separate checks should be issued to each Owner as set forth below:

Owner:	**Name 1**	**Name 2**	**Name 3**	**Name 4**
Payment Allocation:	[__]%	[__]%	[__]%	[__]%

EXHIBIT C
Special Conditions

1. Conservation Reserve Program. If Owner is a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, Owner shall provide Grantee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Grantee shall reimburse Owner for (a) any rental payments, or portion thereof, Owner would have received from the U.S. Department of Agriculture but for the construction or occupation of the Windpower Facilities on the Property and (b) the penalties and interest, if any (including for any past payments received by Owner that must be repaid by Owner), assessed by, the U.S. Department of Agriculture as a result of the construction or occupation of the Windpower Facilities on the Property. Owner shall cooperate with Grantee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Windpower Facilities on Property covered by a CRP Contract.

2. Farmland and Open Space Preservation Program. If Owner is a party to a Farmland and Open Space Preservation Program of the Natural Resources and Environmental Protection Act, Public Act 451 if 1994, as amended, and is commonly known as PA 116 of 1974 ("PA 116") with the Michigan Department of Agriculture, Owner shall provide Grantee with a true and complete copy of such PA 116 Contract, together with all amendments and modifications, and if applicable, Grantee shall reimburse Owner for (a) any rental payments, or portion thereof, Owner would have received from the Michigan Department of Agriculture but for the construction or occupation of the Windpower Facilities on the Property and (b) the penalties and interest, if any (including for any past payments received by Owner that must be repaid by Owner), assessed by, the Michigan Department of Agriculture as a result of the construction or occupation of the Windpower Facilities on the Property. Owner shall cooperate with Grantee in completing and submitting documents to obtain any exemptions allowed under the Farmland and Open Space Preservation Program for the use of Windpower Facilities on Property covered by a PA 116 Contract.

3. Post-Construction Restoration. Upon completion of construction of the Transmission Facilities, all property disturbed by Grantee and not required for continuing operation of the Transmission Facilities, whether discovered immediately after construction or within two (2) years thereafter, shall be restored to a condition reasonably similar to its original condition, subject to Grantee's rights under this Agreement. Restoration shall include, as reasonably required, repairing all damaged field tile, de-compacting, leveling, terracing, mulching, removing rocks that surface as a result of construction and other reasonably necessary steps to prevent soil erosion.

6. Drain Tile Repair. Grantee herein agrees to repair all tile damaged as a direct result of its operations herein. Upon request from Grantor, Grantee shall utilize the services of a preferred contractor to complete the necessary repairs, provided said contractor's costs and expenses are competitive and market for such services in the county.

7. All transfer taxes assessed pursuant to Section 211.27a of the Michigan General Property Tax Act shall be paid by Grantee.

8. Equal Payment Rights. Owner and Grantee agree that if at any time during the first Seven (7) years after the Effective Date, Grantee, Grantee's agents or assigns, enters into an agreement with any other owner or owners of real property that is part of the Project, which agreements contain higher Operating Fees, then Grantee obligates itself to grant such higher Operating Fees as applicable, to Owner within thirty (30) calendar days from the date of execution of the agreement containing those higher amounts. The granting of these higher amounts to Owner shall be effective upon the effective date

of the agreement containing such higher amounts are granted to such third party owners and the Parties shall execute an amendment to this Agreement to memorialize the new amounts.

9. Personal Turbine. Subject to County and Township zoning requirements, Owner may install a wind turbine on his/her property for personal use provided that the turbine extends no higher than one hundred (100) feet above ground level and will be installed no closer than four hundred (400) feet from the base of Grantee's final turbine locations.

EXHIBIT D
Short Form of Agreement for Recording

[begins on following page]

SHORT FORM OF EASEMENT AGREEMENT

THIS SHORT FORM OF EASEMENT AGREEMENT (this "Short Form"), is made, dated and effective as of _____ (the "Effective Date"), between _____ [a married/unmarried] [man/woman] [husband and wife] [a _____ corporation/limited liability company/limited partnership/partnership/trust] (together with its successors, assigns, personal representatives and heirs, "Owner"), whose address is _____, and ***INVENERGY WIND DEVELOPMENT LLC***, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1900, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee have entered into that certain WIND EASEMENT AGREEMENT of even date herewith (the "Agreement"), which affects the real property located in _____, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement. The Agreement is incorporated here by reference.

2. For good and valuable consideration, the receipt and sufficiency of which is acknowledged [SEE REAL ESTATE TRANSFER VALUATION AFFIDAVIT], upon the terms and conditions of the Agreement, Owner grants, warrants and conveys to Grantee certain easements on, over, under, across and through the Property to benefit Grantee (the "Easements") for purposes set forth in the Agreement, including without limitation:

(i) to use, convert, maintain and capture the flow of wind and wind resources over, under, across and through the surface estate of that certain real property, including the air space thereon;

(ii) all wind energy purposes (as such term is broadly defined, including, without limitation, ancillary rights related thereto and necessary for, appropriate, convenient or incidental to the development and operation of Windpower Facilities), and Grantee shall have the exclusive right to develop and use the Property for wind energy purposes and to derive all profits therefrom, including but not limited to the following Development Activities: converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted; determining the feasibility of wind energy conversion and other power generation on the Property or adjacent lands including without limitation studies of wind speed, wind direction and other meteorological data and extracting soil samples; constructing, laying down, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following only for the benefit of the Project or Projects: (A) wind power generating machines, of any kind (including without limitation supporting towers, foundations and any other associated equipment or structures)(collectively, "Wind Turbines"); (B) overhead and underground electrical distribution, collection, transmission and communications lines, electric transformers, electric substations, energy storage facilities, telecommunications equipment, and power generation facilities; (C) roads and crane pads; (D) meteorological towers and wind measurement equipment; (E) control

buildings, maintenance yards, and related facilities and equipment; (F) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing; and

(iii) to allow the rotors of Wind Turbines installed on adjacent land to overhang onto the Property;

(iv) to capture, use and convert the unobstructed wind resources over and across the Property;

(v) for electromagnetic, audio, flicker, visual, view, light, noise vibration, air turbulence, wake, electrical, radio interference, shadow or other effects attributable to the Wind Turbines or any Development Activities;

(vi) ingress to and egress from the Project (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing or later constructed by Owner or otherwise by such route or routes as Grantee may construct from time to time;

(vii) all other easements reasonably necessary, appropriate or convenient to accomplish the activities permitted by the Agreement; and

(viii) to the extent that Owner holds any access, utility, transmission or other easements or rights of way that do not prohibit Grantee from using them, Grantee is also granted use of the same for the benefit of the Wind Turbines, Windpower Facilities and/or Project.

Among other things the Agreement contains certain additional terms regarding payments to be made by Grantee to Owner, rights of Grantee and Owner to terminate, compliance with governmental requirements, representations and warranties and covenants by Grantee and Owner to each other, non-interference covenants and third party use restrictions, and other matters which are incorporated here by reference.

3. The Easements shall commence on the Effective Date and continue until the twenty-fifth (25th) anniversary of the earlier of (i) the date seven (7) years thereafter, or (ii) the date on which Grantee begins selling electrical energy generated by substantially all of the Wind Turbines to be included in the Project (as defined in the Agreement) to a third party power purchaser, regardless of whether Windpower Facilities are installed on the Property, and may be extended for one (1) additional period of twenty-five (25) years at Grantee's option in accordance with the terms specified in the Agreement.

4. This Short Form does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Short Form solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Short Form shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement. In the event of a conflict between the terms of this Short Form and the terms of the Agreement, the terms of the Agreement shall prevail.

5. This Short Form shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein or in the Agreement shall be construed as covenants running with the land.

6. Except as otherwise specifically set forth in the Agreement, Owner shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities at any time.

7. This Short Form may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. This Short

Form is binding upon the Owner and the person signing below is authorized to deliver this Short Form without further consent of any other party.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Short Form of Agreement to be effective as of the date first written above.

"Owner(s)"

_____

_____
Name:
Title (if owned by an entity):

_____

_____
Name:
Title (if owned by an entity):

_____

"Grantee"

INVENERGY WIND DEVELOPMENT LLC

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENT OF OWNER

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20___, _____ who executed the foregoing instrument ***[individually][as _____ of _____]***, and acknowledged the same.

_____
Notary Public, _____, County, Michigan
Acting in the County of _____
My Commission Expires: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20___, _____ who executed the foregoing instrument as _____ of *[Invenergy Entity]*, and acknowledged the same.

_____
Notary Public, _____, County _____
Acting in the County of _____
My Commission Expires: _____

Prepared by and after recording return to:
Invenergy Wind Development LLC
One South Wacker Drive
Suite 1900
Chicago, Illinois 60606
ATTN: Daniel Kach

EXHIBIT A TO SHORT FORM OF EASEMENT AGREEMENT
Description of the Property

EXHIBIT E
Form of Affidavit of Interest

[begins on following page]

AFFIDAVIT OF INTEREST

(This Affidavit is recorded pursuant to 1915 P.A. 123, as amended)

_____, being first duly sworn, deposes and states as follows:

1. This Affidavit of Interest is based upon personal knowledge.

2. My address is _____.

3. I am the _____ of ***INVENERGY WIND DEVELOPMENT LLC***, a Delaware limited liability company ("Grantee").

4. On _____, 20____, Grantee entered into a Wind Easement Agreement (the "Wind Easement Agreement") with _____ pertaining to the real property legally described on attached Exhibit A (the "Property").

5. Grantee's rights with respect to the Property shall be interpreted in accordance with the Wind Easement Agreement, and said rights shall be assignable and transferable.

6. This Affidavit of Interest has been executed and recorded for the purposes of giving record notice of the execution and existence of the Wind Easement Agreement and the rights of Grantee thereunder, and all of the terms and conditions of such Wind Easement Agreement are incorporated by reference herein, including, without limitation, the easements and rights granted in connection with such Wind Easement Agreement, and the rights of Grantee to transfer or assign its interest. Any reference to the Wind Easement Agreement may be made by referring to the liber and page in which this Affidavit of Interest has been recorded in the offices of the Register of Deeds in the county herein recorded.

7. This Affidavit is recorded pursuant to 1915 P.A. 123, as amended.

[signature on following page]

AFFIANT:

By: _____

[print affiant's name], the _____ of _____, LLC

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 20___, before me, a Notary Public, in for said County, personally appeared _____, known to me, a member of _____, LLC, a _____ limited liability company, for and on behalf of _____, LLC, who executed the foregoing Affidavit of Interest on behalf of _____, LLC on its behalf pursuant to his authority.

_____
Notary Public, _____, County _____
Acting in the County of _____
My Commission Expires: _____

Prepared by and after recording return to:
Invenergy Wind Development LLC
One South Wacker Drive
Suite 1900
Chicago, Illinois 60606
ATTN: Daniel Kach

Exhibit A to Affidavit of Interest

[To be inserted]

Michigan Department of TreasuryL-4258 (Rev. 9/94)

Real Estate Transfer Tax Valuation Affidavit

This form is issued under authority of P.A. 134 of 1996 and 330 of 1993 as amended.

This form must be filed when you choose not to enter the amount paid for real estate on the deed. It is required whether the transfer is taxable or not. It is not necessary when the amount paid is entered on the deed. This form must be completed and signed by either the seller or his/her authorized agent.

1. County	2. City or Township of Property	
3. Seller's Name and Mailing Address	4. Purchaser's Name and Mailing Address Invenergy Wind Development LLC One South Wacker Drive Suite 1900 Chicago, Illinois 60606	
5. Type and Date of Document ❑ Land Contract Date: _____ ❑ Deed Date: _____ ** **SHORT FORM OF EASEMENT DATED** _____	6. Cash Payment $ 0.00 8. Amount of Mortgage/Land Contract 0	7. Amount of County Tax $ 0.00 9. Amount of State Tax $ 0.00
10. If consideration is less than market value, state market value	11. Total Consideration (Add lines 6 & 8) $ 0.00	12. Total Revenue Stamps $ 0.00
13. Legal Description of Real Estate Transferred **SEE ATTACHED LEGAL DESCRIPTION, INCORPORATED BY REFERENCE HERE**		

I certify that the information above is true and complete to the best of my knowledge and that the value stated is the full market value of the property.

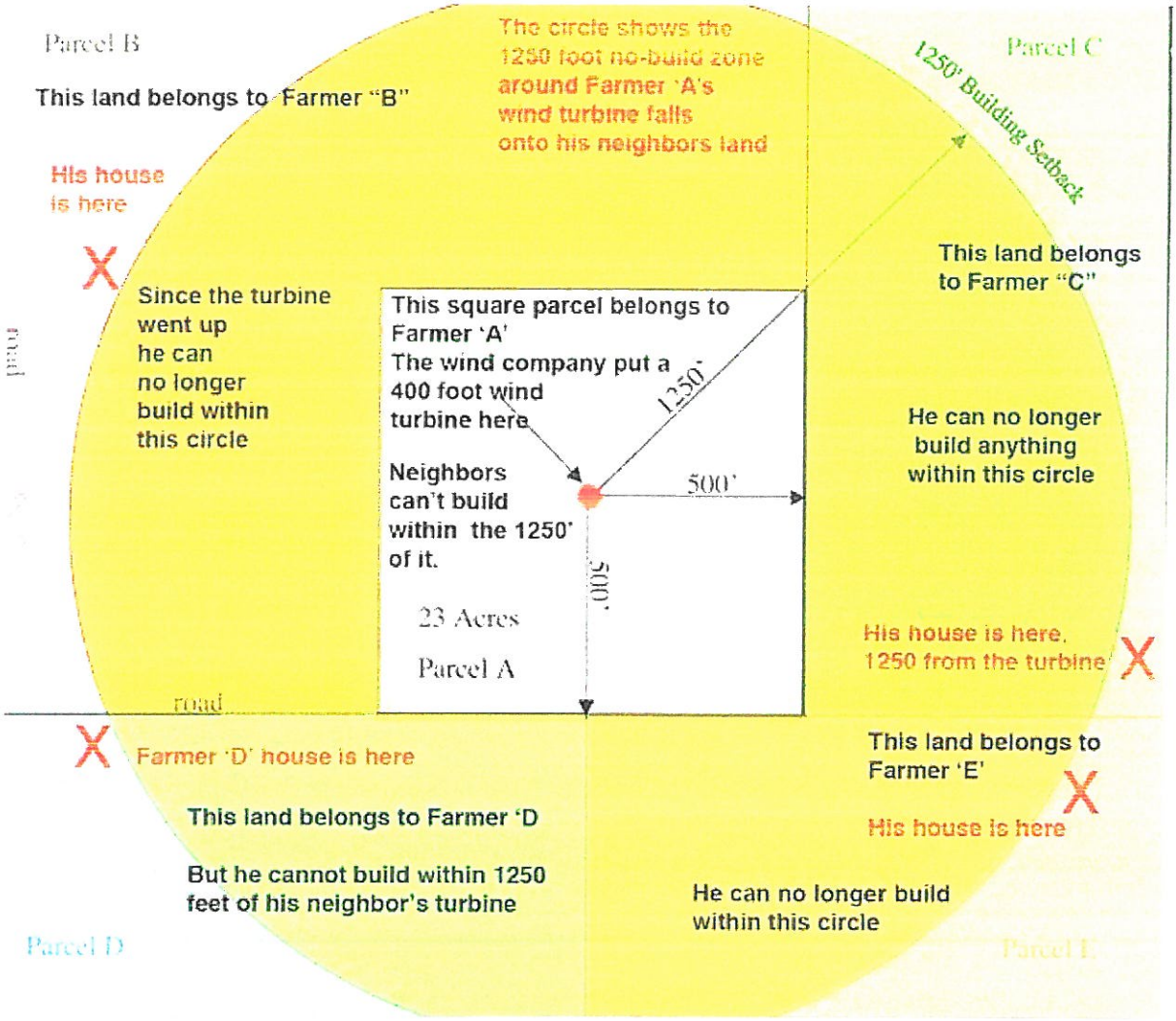
Seller's Signature	If signer is other than the seller, print name and title
By: _____ Name: By: _____ Name:	

Notarization

Subscribed and sworn to me:	Notary Public	On this date	My commission expires on:

EXHIBIT A
Description of the Property

Schedule of Locations:


Parcel B
This land belongs to Farmer "B"
His house is here
The circle shows the 1250 foot no-build zone around Farmer 'A's wind turbine falls onto his neighbors land
Parcel C
1250' Building Setback
This land belongs to Farmer "C"
Since the turbine went up he can no longer build within this circle
This square parcel belongs to Farmer 'A'
The wind company put a 400 foot wind turbine here
1250'
500'
500'
Neighbors can't build within the 1250' of it.
23 Acres
Parcel A
He can no longer build anything within this circle
His house is here, 1250 from the turbine
road
road
Farmer 'D' house is here
This land belongs to Farmer 'D
But he cannot build within 1250 feet of his neighbor's turbine
This land belongs to Farmer 'E'
His house is here
He can no longer build within this circle
Parcel D
Parcel E