

**WIND ENERGY SITE LEASE
AND
RENEWABLE ENERGY DEVELOPMENT AGREEMENT**

**Timothy B. Touve, Trustee of the TIMOTHY B. TOUVE Trust,
created under Declaration of Trust dated February 10, 2011**

as Lessor,

and

**Alta Windpower Development, LLC,
a Delaware limited liability company,**

as Lessee.

Dated as of April 25, 2013

**WIND ENERGY SITE LEASE
AND RENEWABLE ENERGY DEVELOPMENT AGREEMENT**

THIS WIND ENERGY SITE LEASE AND RENEWABLE ENERGY DEVELOPMENT AGREEMENT (this "Lease") is made and entered into this 25th day of April, 2013 (the "Effective Date"), by and between Timothy B. Touve, Trustee of the TIMOTHY B. TOUVE Trust, created under Declaration of Trust dated February 10, 2011 ("Lessor"), and Alta Windpower Development, LLC, a Delaware limited liability company ("Lessee").

In consideration of the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Basic Provisions. The following terms shall have the following meanings when used herein:

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| 1.1. <u>"Term"</u> | The term of this Lease, which shall commence on the Effective Date and expire thirty-four (34) years and ten (10) months after the Effective Date, unless this Lease is terminated earlier as provided herein. |
| 1.2. <u>"Initial Rent"</u> | Annual payments in the amount of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), payable to Lessor until the Commercial Operation Date and in accordance with <u>Section 3.1</u> below: |
| 1.3. <u>"Minimum Rent"</u> | Annual payments in the amount of Five Thousand and no/100 Dollars (\$5,000.00), payable to Lessor following the Commercial Operation Date and in accordance with <u>Section 3.2</u> below. |
| 1.4. <u>"Royalty Percentage"</u> | Five percent (5 %) from the Commercial Operation Date until the twenty fifth (25th) anniversary of the Commercial Operation Date, and five and one half percent (5 ½ %) thereafter through the end of the Term. |
| 1.5. <u>"Adjusted Gross Revenue"</u> | All revenue actually received from external sales of energy generated and delivered to the point of sale from the Wind Turbine(s) whose foundations are located on the Property, including amounts received for capacity, insurance or warranty proceeds based upon lost revenue claims only, less the total cost of any Project consumption charges and any charges for interconnection, wheeling, and transmission of energy to the point of sale. Expressly excluded from Adjusted Gross Revenue are any internal sales or transfer transactions to affiliates of Lessee which are interim to a sale to external parties, any sales of energy not generated on the Property, and any and all line and transformer losses occurring up to the meter at which output is measured for determining volume of sales. Adjusted Gross Revenues shall not include any Internal Revenue Code Section 45 "Production Tax Credits," "Investment Tax Credits," "Emission Reduction Credits," "Renewable Energy Credits," "Tradeable Renewable Certificates," |

"Green Tags," any other tax or environmental credits, whether State, Federal or local, any Federal, State or local grants or bonds, any other forms of governmental support, any rights to electricity or its attributes, or any other cash or non-cash payment or benefit.

- 1.6. "Commercial Operation Date" The date on which commercial operation of any Wind Turbine on the Property has begun and the receipt and purchase by a power purchasing utility or other entity of the electricity generated by the Wind Turbine first occurs.
- 1.7. "Project" One or more wind energy generation projects of Lessee and its affiliates located in the vicinity of the Property.
- 1.8. "Property" The real property in Kern County, California more particularly described on Exhibit "A" attached hereto.

2. Grant of Lease. Lessor hereby leases the Property to Lessee and Lessee hereby leases the Property from Lessor, for the Term and for the purposes set forth herein. Lessee shall have the quiet enjoyment and possession of the Property, including the air space above the surface of the Property, subject to all the terms and conditions of this Lease.

3. Payments to Lessor. Lessee shall make the following payments to Lessor during the Term in the amounts and at the times specified below (collectively, "Rent"):

3.1. Initial Rent. Lessee shall make annual payments of Initial Rent to Lessor, beginning on the Effective Date and continuing on March 1st of each calendar year afterwards until the Commercial Operation Date occurs. Initial Rent for any partial year shall be pro-rated on a daily basis.

3.2. Operating Rent. Following the Commercial Operation Date and then continuing for the remainder of the Term thereafter, Lessee shall pay Lessor the greater of (a) the Minimum Rent, prorated for any partial year on a daily basis, or (b) the amount of the Royalty Percentage multiplied by the Adjusted Gross Revenue for the applicable year in question (the "Royalty Payment") as follows: In February of each calendar year following the Commercial Operation Date, the amount of Minimum Rent applicable to the previous calendar year shall be compared to the amount of the Royalty Payment calculated for such previous calendar year. If the Royalty Payment is less than the Minimum Rent for such previous calendar year, then Lessee shall pay Lessor the Minimum Rent for the preceding calendar year by March 1st, but if the Royalty Payment is greater than the Minimum Rent, then Lessee shall instead pay Lessor the Royalty Payment for the preceding calendar year by March 1st.

3.3. Audit Rights. For the purpose of determining the Royalty Payment, Lessee shall prepare, and maintain for at least two (2) years following the end of each calendar year of the Term, records showing the Adjusted Gross Revenue received by Lessee as a result of the operation of the portion of the Project located on the Property. Lessor, through an independent certified public accountant may examine and audit such records for the preceding calendar year, at Lessor's expense, at the location where Lessee maintains the records and during Lessee's regular business hours, but no more than once per year. If the audit reveals an understatement of Adjusted Gross Revenue of more than three percent (3%) in any calendar year, Lessee shall reimburse Lessor for all reasonable costs of the audit. If an audit shows that any amounts due to Lessor have been underpaid, then the amount of the deficiency shall be promptly paid to Lessor. If an audit shows that any amounts due Lessor have been overpaid, then the amount of the overpayment shall be promptly refunded to Lessee. Lessee may also elect in its discretion to offset any such overpayment against future amounts payable to Lessor under this Lease.

4. Use of the Property.

4.1. Lessee's Permitted Uses. Lessee shall have the exclusive right to develop and use the Property for wind energy generation purposes and to convert all of the wind resources of the Property, and to all rights and uses appurtenant thereto including the following permitted uses:

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

(b) Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following, for the benefit of one or more Projects: (i) wind turbines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, footings, cross-arms, braces and other structures and equipment), in each case of any type or technology (collectively, "Wind Turbines"); (ii) power collection, distribution, and transmission facilities, including above and below ground electrical lines, poles, wires and cables, conduit, footings, foundations, vaults, junction boxes, switching facilities, transformers, substations, power conditioning equipment, energy firming and storage equipment, meteorological towers, wind measurement equipment, and above-ground transformers at each turbine location; (iii) control, communications and radio relay systems and telecommunications equipment, including radios, fiber, wires, cables, conduit and poles; (iv) roads (including, but not limited to, the right to improve existing roads or to build new roads to facilitate access to the Wind Turbines and related facilities constructed, or to be constructed, in the Project), culverts and erosion control facilities; (v) utility installations; (vi) laydown areas, crane pads and staging areas reasonably necessary for the installation and maintenance of the Wind Turbines and all the other Improvements; (vii) signs; (viii) fences, gates and other safety and security protection facilities; (ix) operations and maintenance buildings, pods, control buildings, and related facilities and equipment; and (x) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the Wind Turbines, are collectively referred to as "Improvements"); and

(c) Undertaking any other activities reasonably necessary or convenient in connection with accomplishing any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys, studies of wind speed, wind directions and other meteorological data, and environmental, biological, cultural, geotechnical and other tests, including geotechnical drilling and studies.

4.2. Property of Lessee. Any Improvements constructed or placed on the Property by Lessee shall be owned and remain the sole property of Lessee and may be replaced, repaired, relocated or removed at any time by Lessee during the Term. Without limiting the generality of the foregoing, Lessor and Lessee recognize that power generation technologies are expected to continue improving and that Lessee may from time to time replace existing Wind Turbines on the Property with newer and potentially larger Wind Turbines.

4.3. Reservations of Rights to Lessor. Subject to the other terms and conditions of this Lease, Lessor reserves the right to use the Property for agriculture, ranching, hunting, logging and the occupancy and use of any existing residences on the Property, provided that (i) Lessor shall reasonably cooperate with Lessee in connection with the operation of the Project, (ii) neither Lessor, any Lessor Related Person (as defined below), nor any other person or entity, excepting Lessee and its successors and assigns hereunder, shall use or permit to be used the Property or any portion thereof for any form of energy generation, transmission or storage, or the installation or use of any facilities related to energy generation, transmission or storage, (iii) Lessor's use of the Property shall not interfere with the free flow of wind across the Property, including the direction or speed of the wind, whether by the planting of trees or the construction of buildings or other structures or otherwise, (iv) the use of the Property by Lessor, any Lessor Related Person or otherwise shall be for purposes and activities that are not and will not be inconsistent with, or put at undue risk, any of Lessee's Projects or operations, or Lessee's enjoyment of the rights granted to it under this Lease and (v) all leases, easements and other rights entered into or

granted by Lessor with respect to the Property after the date of this Lease shall expressly provide that they are subject and subordinate in all respects to this Lease and to the rights of Lessee and its successors and assigns under this Lease. Lessor shall not grant or permit any lease, sublease, easement, license, access, egress, concession, co-tenancy or other use, right or privilege of any nature whatsoever over, under or above any portion of the Property to any person or entity engaged in the business of evaluating energy resources, erecting energy conversion, generation, storage or transmission systems for the production, storage or transmission of electrical energy or any other similar business. If there is any conflict between Lessor's and Lessee's respective rights to develop and use the Property, as allocated by this Lease, then Lessee's use for the purposes permitted in this Lease shall have first priority. As used in this Lease, the term "Lessor Related Person" means any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, lessee, sublessee, grantee, licensee, co-tenant, invitee or permittee of Lessor, and any other person or entity claiming any interest by or through Lessor (other than Lessee and any person or entity claiming any interest by or through Lessee).

5. Easements.

5.1. Grant of Operations Easements. Lessor hereby irrevocably grants and conveys to Lessee, its successors and assigns, subject to the terms and conditions set forth in this Lease, the following easements in gross (collectively, the "Operations Easements") on, over, under and across the Property for the benefit of Lessee and its successors and assigns and for the benefit of the Projects during the Term:

(a) An exclusive easement for the free and unobstructed flow of wind over and across the Property and the right to use, capture, and convert the wind for energy generation.

(b) A non-exclusive easement for vehicular (including cranes and other heavy construction equipment) and pedestrian ingress, egress and access to, from and across the Property and adjacent lands by means of (i) the now existing or hereafter constructed roads, lanes, and rights of way on the Property, and (ii) such additional roads as Lessee or anyone else may construct from time to time on any portion of the Property, in each case for the benefit of one or more Projects. The foregoing rights shall include rights to construct, maintain, improve, rebuild, relocate or widen new and existing roads, and to perform temporary earthmoving as reasonably necessary to build suitable access and construction routes for the Project.

(c) An exclusive easement to install, maintain, repair, replace, relocate and operate on the Property multiple (i) underground and/or above-ground transmission, distribution and collection cables (including fiber optic cables), conduits, wire and lines for the transmission of electrical energy to and from the Property and the Project, (ii) underground and/or above-ground communication cables (including fiber optic cables), conduits, wire and lines for the transmission of communications of any nature to and from the Property and the Project, (iii) power conditioning equipment, energy storage equipment and transformers, and (iv) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, in each case for the benefit of one or more Projects, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing.

(d) An exclusive easement, right and entitlement over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, shadow flicker, electromagnetic, television reception and any other effect of any kind whatsoever, and for ice or other weather created hazards, resulting directly or indirectly from or caused by the operation of Wind Turbines or other Improvements within the Project. Lessor, for itself and any Lessor Related Persons, does hereby waive, remise and release any right, claim or cause of action that it may now have or that it may have in the future against Lessee or their respective affiliates, successors and assigns, as a direct or indirect result of any of the effects or hazards described above.

(e) An exclusive easement on, over, across or under the Property for any encroachment or overhang of any Wind Turbines or other Improvements now or hereafter constructed by Lessee or any affiliate thereof or their respective successors and assigns, as part of any Project.

(f) A non-exclusive easement on, over, across and under any property adjacent to the Property that is owned or controlled by Lessor, to be used as necessary for access, staging and laydown in connection with the construction, operation and maintenance of the Improvements or any Project.

The Operations Easements are easements in gross and are personal to Lessee for the benefit of Lessee and its successors and assigns, as owner of the Operations Easements, in connection with its development of a wind energy conversion project on the Property and on real properties adjacent to or in the vicinity of the Property. Lessee may treat the Operations Easements or any of them, as separable from the leasehold estate created by this Lease, and may assign, grant subeasements or co-tenancy rights or otherwise transfer any portion of the Operations Easements on an exclusive or non-exclusive basis as property separate from the leasehold estate, without Lessor's consent. The Operations Easements shall run with the Property and inure to the benefit of and be binding upon Lessor and the holder of the respective Operations Easements and their respective successors and assigns, and all persons claiming under them. No act or failure to act on the part of Lessee, a sublessee or the holder of the Operations Easements shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by the holder of a quitclaim deed specifically conveying the Operations Easements back to Lessor. Nonuse of the Operations Easements shall not prevent the future use of the entire scope of the Operations Easements if they are later needed. No use of or improvement to the Property or any lands benefited by the Operations Easements, and no transfer of the Operations Easements, shall, separately or in the aggregate, constitute an overburdening of the Operations Easements.

5.2. Purchase Option.

(a) Lessee shall have the option (the "Easement Purchase Option") to purchase an extension of any or all of the Operations Easements at the expiration or earlier termination of this Lease for any reason, the term of such purchased Operations Easements to be thirty (30) years commencing with the date of such expiration or termination, and the terms of such Operations Easements to be as set forth in this Lease. Lessee shall exercise the Easement Purchase Option, if at all, by delivering to the Lessor notice of the Lessee's exercise of the option not later than sixty (60) days following the expiration or earlier termination of this Lease. If Lessee exercises the Easement Purchase Option, Lessee shall pay to Lessor a lump-sum purchase price for each of the Operations Easements purchased in an amount equal to the fair market value of each respective Operations Easement. The fair market value of each Operations Easement shall be determined by a third party independent appraiser ("Appraiser") jointly selected by Lessor and Lessee. If Lessor and Lessee cannot agree on an Appraiser within ten (10) days of Lessee's exercise of the Easement Purchase Option, each of them shall select an Appraiser, which Appraisers shall then select a third Appraiser, and the fair market value of the Operations Easements shall be the average of the three Appraisers' determinations. Lessor shall execute and deliver to Lessee any document or instrument reasonably requested by Lessee, in recordable form, to evidence the Operations Easements, or any of them, containing all the rights and privileges set forth herein, within twenty (20) days following written request from Lessee. This Section 5.2 and Section 5.3 shall survive the expiration or earlier termination of the Lease.

(b) Lessee shall have the right to terminate any or all Operations Easements at any time by written notice to Lessor. The Operations Easements and Easement Purchase Option may not be terminated by Lessor for any reason, except if Lessee fails to timely exercise the Easement Purchase Option or pay the purchase price in accordance with paragraph (a) above.

5.3. Lessor Easements. To the extent that Lessor holds or has the right to use any access, utility, transmission, water or other easements, rights of way, rights or licenses over lands in the general vicinity of the Property (the "Lessor Easements"), and such Lessor Easements are being used or could be

used for the benefit of the Property, then the Lessor Easements are hereby included in this Lease, and Lessee shall be entitled to make full use of the Lessor Easements if such use is permitted under the Lessor Easements. Upon the request of Lessee at any time and from time to time, Lessor shall grant to Lessee (in recordable form and containing such terms and provisions as may reasonably be requested by Lessee), for no additional consideration, one or more subeasements of the Lessor Easements (each, a "Lessor Subeasement"). The term of each Lessor Subeasement shall run concurrently with the Term plus the term of the Operations Easements (if any) purchased by Lessee under Section 5.2 above (or for such shorter period of time as is provided in the applicable Lessor Easement), and shall terminate upon the expiration or termination thereof.

6. Lessee's Covenants.

6.1. Construction; Maintenance; Compliance with Laws. Throughout the Term, Lessee shall at Lessee's sole expense comply in all material respects with all applicable laws, rules, ordinances, orders, and regulations of all governmental authorities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Lessee or (when necessary or appropriate) in the name of Lessor or the names of both Lessee and Lessor, the validity or applicability to the Property or the Improvements of any law, rule, ordinance, order, regulation or other legal requirement now or hereafter made or issued by any governmental authority. Lessor shall cooperate with Lessee in any such contest, but at no out-of-pocket cost or expense to Lessor. Any such contest, including any contest maintained in the name of Lessor, shall be controlled and directed by Lessee. Lessee shall indemnify Lessor against any loss or expense arising from Lessee's failure to observe the requirement at issue in the contest. Lessee shall at Lessee's sole expense collect and dispose of all of Lessee's refuse, waste and trash, including any Hazardous Materials brought onto the Property by Lessee. Lessee shall maintain in good condition any roads it uses on the Property.

6.2. Construction Liens.

(a) Lessee shall keep the Property free of all mechanics' and materialmen's liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property at the request of the Lessee. If any of the foregoing described liens arising out of Lessor's use of the Property pursuant to this Lease shall be filed against the Property, Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Lessee or (when necessary or appropriate) in the name of Lessor or the names of both Lessee and Lessor, the validity, priority or amount of any lien, provided that Lessee shall first take such measures as may be required under applicable law to ensure that Lessor's interest in the Property may not be foreclosed against or otherwise forfeited in the course of, or in the case of the loss of, the contest.

(b) Lessor shall keep the Property free of all mechanic's and materialmen's liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property at the request of the Lessor. If any of the foregoing described liens arising out of Lessor's use of the Property pursuant to this Lease shall be filed against the Property, Lessor shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity, priority or amount of any lien, provided that Lessor shall first take such measures as may be required under applicable law to ensure that Lessee's interest in the Property may not be foreclosed against or otherwise forfeited in the course of, or in the case of the loss of, the contest.

6.3. Utilities. Lessee shall pay all utility costs incurred on the Property by reason of the Lessee's operations.

7. Title. Lessor represents and warrants to Lessee that (a) Lessor owns the entire fee interest in the Property and has full power and authority to enter into this Lease (and without the consent or approval of any governmental authority or any other person or entity), (b) the Property is not subject to any agreements, encumbrances or restrictions (other than generally applicable zoning laws and legal requirements) that would prevent, limit or otherwise adversely affect the development, construction, ownership, operation, or maintenance of Wind Turbines and Improvements on the Property or any other

use by Lessee of the Property for the purposes permitted under this Lease, and (c) neither Lessor nor the Property is currently bound by or subject to any agreement with, or grant of any rights to, any party other than Lessee for the development, construction, ownership, operation, or maintenance of Wind Turbines or related Improvements on the Property. Lessee may (but shall not be obligated to), at its expense, obtain a current title report at any time showing the condition of Lessor's title and all of the recorded rights of way and easements of record encumbering or benefiting the Property and provide a copy to Lessor. If a title report is provided to Lessor in connection with the execution of this Lease, Lessor represents and warrants that to the best of its knowledge, the condition of Lessor's title is accurately reported in the title report. If a title report is provided to Lessor at Lessee's expense at any time during the Term of this Lease, Lessor shall provide Lessee with a certificate in form reasonably acceptable to Lessee, confirming to the best of Lessor's knowledge, whether the report is accurate. Lessor shall reasonably cooperate with Lessee in attempting to cure any title defects. Lessor shall cooperate with any title insurance company (the "Title Company") issuing title insurance insuring Lessee's leasehold interest in the Property or any deed of trust encumbering the leasehold interest, including by delivery of such title affidavits and such other documents reasonably required by the Title Company, and by promptly taking such actions within Lessor's power that are required to remove any encumbrances, exceptions to title or other similar matters of record no longer necessary or effective to protect the interests of Lessor or any third party with a prior interest or claim affecting the Property. The cost and expense of curing any such title defects and any title insurance premiums shall be paid by Lessee.

8. Lessor's Representations And Warranties. Lessor hereby represents and warrants to Lessee the following:

8.1. Due Authorization. (a) Each person or entity signing this Lease on behalf of Lessor is authorized to do so, (b) Lessor has the unrestricted right, power and authority to enter into and perform its obligations under this Lease and to grant the rights granted to Lessee hereunder, (c) no other person (including any spouse) is required to execute this Lease in order for it to be fully enforceable as against all interests in the Property, (d) this Lease constitutes a valid and binding agreement, enforceable against Lessor in accordance with its terms, and (e) Lessor is not the subject of any bankruptcy, insolvency or probate proceeding.

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

8.3. Environmental Matters. To the best of Lessor's knowledge, (a) no underground tanks are now located or at any time in the past have been located within the Property or any portion thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste that are now or hereafter classified or regulated as hazardous or toxic under any law 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 applicable Environmental Laws, and (c) there are no other substances, materials or conditions in, on, under or emanating or migrating from the Property or any portion thereof or emanating or migrating from the Property onto the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Lessor has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

8.4. Compliance with Laws. Lessor represents to Lessee that to the best of its knowledge, the Property is currently in full compliance with all governmental laws, ordinances, orders, rules and regulations, applicable to the Property.

9. Lessee's Representations And Warranties. Lessee hereby represents and warrants to Lessor the following:

9.1. Due Authorization. (a) Each person or entity signing this Lease on behalf of Lessee is authorized to do so, (b) Lessee has the unrestricted right, power and authority to enter into and perform its obligations under this Lease and to grant the rights granted to Lessor hereunder, (c) no other person (including any spouse) is required to execute this Lease in order for it to be fully enforceable as against all interests in the Property, (d) this Lease constitutes a valid and binding agreement, enforceable against Lessee in accordance with its terms, and (e) Lessee is not the subject of any bankruptcy, insolvency or probate proceeding.

10. Waiver or Reduction of Setback on Property. Lessor hereby waives, to the fullest extent permitted by law, any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in any zoning ordinance of any governmental authority or in any governmental entitlement or permit heretofore or hereafter issued to Lessee or any Lessee Related Person ("Setback"), as they apply to the Property. Further, where waiver or elimination of any Setback is not permitted by law, Lessor hereby consents to any reduction in such Setback as applied to the Property, including reductions in setbacks to the minimum wind generator setbacks required under the Kern County Wind Energy (WE) Combining District Ordinance (Chapter 19.64). Further, if so requested by Lessee or any Lessee Related Person, Lessor shall, without demanding additional consideration therefor, (i) execute (and if appropriate cause to be acknowledged) any consent letter to any setback waiver, setback elimination or setback reduction, or other document reasonably requested by Lessee or any governmental authority in connection with the document and (ii) return the executed document to the requesting party within ten days after the request. Lessor further consents to a zero (0) Setback for Wind Turbines and Improvements placed on parcels adjacent to all or any portion of the Property in connection with the development of any Project, by Lessee, its successors and/or assignees or, at the Lessee's discretion, in connection with the development of a Project on one or more parcels adjacent to the Property which project does not include the Property.

11. Taking.

11.1. Taking; Notice. As used in this Lease, the term "Taking" means the taking or damaging of the Property, the Improvements, the Lease, the Operations Easements or any part thereof (including severance damage) by eminent domain or by inverse condemnation or for any public or quasi-public use. If Lessor or the Lessee receives any notice of a Taking, it shall promptly notify the other of the receipt and a copy of the notice.

11.2. Effect on Lease. In the event of a Taking, the rights, interest and obligations of Lessee as to the property or assets taken shall terminate upon the earlier to occur of (a) the date on which possession of the property or assets is taken by the condemning authority, (b) the date as of which Lessee, in its sole and absolute judgment, determines that it is no longer able or permitted to operate the Project(s) in a commercially viable manner on or as to the property or assets so taken, or (c) the date of the condemnation judgment. In the event of any other damage to the Property or the Improvements or any part thereof, the rights, interest and obligations of Lessee as to the damaged portion of the Property shall terminate on the date as of which Lessee, in its sole and absolute judgment, determines that it is no longer able or permitted to operate any Project on the relevant portion of the Property in a commercially viable manner. Following the Taking or damage to the Property or the Improvements, this Lease shall continue in full force and effect (with an equitable reduction in the Rent) as to any part of the Property, the Improvements, the Lease, and the Operations Easements that has not been the subject of the Taking or has not been damaged (as the case may be), provided that if Lessee, in its sole and absolute judgment, determines that the remaining Property, Improvements, Lease and Operations Easements are insufficient or unsuitable for Lessee's purposes, then, subject to Section 25.2, Lessee shall be entitled (but not required) to terminate this Lease in its entirety by written notice to Lessor, whereupon Lessee and Lessor shall be relieved of any further obligations and duties to each other under this Lease.

11.3. Disbursement. If a Taking occurs, then the compensation payable by reason of the Taking, whether by reason of a judgment, by agreement or otherwise, including any damages and interest (collectively, the "Award"), whether for the fee, the Lease, the Operations Easements, the

Improvements or any thereof, shall be deposited promptly with an independent third-party escrow company mutually agreed upon by Lessor and Lessee (or, if Lessor and Lessee cannot so agree, by an escrow company selected by the American Arbitration Association), and shall be distributed in the following order or priority, subject to the rights of any Mortgagee hereunder under its mortgage documents: (a) any portion of the Award attributable to the Taking of or injury to the Lease, the Operations Easements or the Improvements shall be paid to Lessee; (b) any portion of the Award attributable to any cost or loss that Lessee may sustain in the removal or relocation of the Improvements, or Lessee's chattels and trade fixtures, shall be paid to Lessee; (c) any portion of the Award attributable to Lessee's anticipated or lost profits, to damages because of impairment to Lessee's business or to any other special damages of Lessee, shall be paid to Lessee; and (d) any portion of the Award attributable to the Taking of the fee interest in the Property, and all remaining amounts of the Award, shall be paid to Lessor. Lessee and Lessor each hereby waives California Code of Civil Procedure Sections 1265.120-1265.140, inclusive, and elects to be governed by the terms of this Lease.

12. Indemnification and Insurance.

(a) Indemnification by Lessee. Lessee shall defend, indemnify, and hold harmless Lessor and each Lessor Related Person from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consultants' fees, court costs and litigation expenses (collectively, "Claims") suffered or incurred by Lessor and each Lessor Related Person arising from (i) physical damage to property, physical injuries to persons or death to the extent caused by the negligence or willful misconduct of Lessee, and (ii) any breach of any covenant, representation or warranty made by Lessee in this Lease, provided that in no event shall the Lessee be responsible for defending, indemnifying or holding harmless Lessor or any Lessor Related Person to the extent that the applicable Claim is caused by, arises from or is contributed to by the negligence or willful misconduct of Lessor or any Lessor Related Person.

12.2. Indemnification by Lessor. Lessor shall defend, indemnify, and hold harmless Lessee and each Lessee Related Person (as defined below) from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consultants' fees, court costs and litigation expenses (collectively, "Claims") suffered or incurred by Lessee and each Lessee Related Person arising from (i) physical damage to property, physical injuries to persons or death, to the extent caused by the negligence or willful misconduct of Lessor, and (ii) any breach of any covenant, representation or warranty made by Lessor in this Lease, provided that in no event shall the Lessor be responsible for defending, indemnifying or holding harmless Lessee or any Lessee Related Person to the extent that the applicable Claim is caused by, arises from or is contributed to by the negligence or willful misconduct of Lessee or any Lessee Related Person. As used in this Lease, the term "Lessee Related Person" means any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, lessee, sublessee, grantee, licensee, co-tenant, invitee or permittee of Lessee, and any other person or entity claiming any interest by or through Lessee.

12.3. Lessee's Insurance. Throughout the Term, Lessee shall maintain and pay for (a) comprehensive commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage to third parties and (b) excess liability insurance with a limit of not less than \$2,000,000 in the aggregate on a follow form basis. Such insurance shall name Lessor as an additional insured on a primary, non-contributing basis, except for Claims arising out of Lessor's negligence or willful misconduct, and shall provide cover for damages arising directly or indirectly out of Lessee's activities on the Property subject to the terms and conditions of the policy. Lessor will be entitled to receive certificates of insurance and additional insured endorsements evidencing the foregoing minimum coverage, which shall provide that said insurance may not be canceled or modified except upon at least thirty (30) days' prior written notice by the insurance carrier by registered or certified mail and which should also provide that any notice of cancellation or amendment be sent to Lessor at the same time it is sent to the insured.

12.4. Waiver of Termination Rights. This Lease shall not terminate upon any damage to or destruction of any Improvements on the Property. Lessor and Lessee each hereby waive California Civil Code Sections 1932 and 1933(4) and elect to be governed by the terms of this Lease.

13. Hazardous Materials.

13.1. In General. As used in this Lease, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste, including those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172-101) or by the Environmental Protection Agency as Hazardous Substances (40 CFR Part 300) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law for the protection of the environment (collectively, "Environmental Laws").

13.2. Lessee Covenant. The Lessee shall use, keep, and store any Hazardous Materials that are necessary for the conduct of the Lessee's operations on the Property in compliance with all Environmental Laws.

13.3. Lessee Indemnity. Lessee shall defend, indemnify Lessor and hold Lessor harmless from and against any and all Claims, including Claims brought by any third-party, whether a governmental entity or private party, in any way relating to the (a) the presence or release of Hazardous Materials in, under, on or about the Property, that are or were brought onto the Property by Lessee or any Lessee Related Person and (b) the violation of any Environmental Law by Lessee or any Lessee Related Person.

13.4. Lessor Indemnity. Lessor shall defend, indemnify Lessee and hold Lessee harmless from and against any and all Claims, including Claims brought by any third-party, whether a governmental entity or private party, in any way relating to (a) the presence or release of Hazardous Materials in, under, on or about the Property, on or prior to the date of this Lease or which are or were brought onto the Property by Lessor or any Lessor Related Person or any other person, and (b) the violation of any Environmental Law by Lessor or any Lessor Related Person.

14. Taxes.

14.1. Payment. Lessor shall pay when due all real property taxes and assessments levied against the Property by any governmental body (collectively, "Taxes"). Lessor shall send a copy of each tax bill to Lessee promptly upon Lessor's receipt of the tax bill. Lessee shall promptly pay or reimburse to Lessor the portion of the Taxes, if any, that represents an increase in the Taxes attributable to the construction of the Improvements or to Lessee's use of the Property during the Term, including any increase in the Taxes resulting from a reclassification of the Property for purposes of real estate taxation by reason of the construction or existence of the Improvements (but not including any increase in the Taxes resulting from a reclassification of the Property by reason of the existence of this Lease). Lessee's duty to reimburse shall exist only with respect to Taxes for tax years during the Term, and only for tax bills submitted to Lessee within six months after the date first rendered to Lessor. Lessor shall promptly send to Lessee evidence that the Taxes have been paid by Lessor. To the extent available from the taxing authority, Lessee shall also be entitled to receive a copy of each tax bill directly from the taxing authority during the term of this Lease. If Lessor fails to pay the Taxes when due, Lessee may, but is not obligated to make direct payments of Lessee's share and/or Lessor's share of the Taxes to the taxing authority (including at Lessee's election, taxes on any land and improvements other than the Property that are part of the same tax lot as all or any part of the Property), and Lessee then may deduct the amount paid (including interest and penalties, if any) from any Rent otherwise due to Lessor and Lessee is hereby granted a lien on the Property to secure repayment of any such amounts paid. Lessee and Lessor shall reasonably cooperate with each other in any application made to taxing authorities to have the Improvements **assessed** separately from the Property. Lessee shall also pay when due all business property taxes, if any, assessed on the Improvements.

14.2. Contests. Lessee or Lessor may contest the legal validity or amount of any Taxes for which each is responsible under this Lease, and may institute such proceedings as either considers

necessary. Lessor, upon request of Lessee and at no out-of-pocket expense to Lessor, shall contest on behalf of Lessee, the legal validity or amount of any Taxes for which Lessee is responsible under this Lease.

14.3. Tax Credits. If under applicable law a lessee, tenant or other holder of a leasehold interest (including any sublease) becomes, by virtue of the nature of such interest, ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Lessee's option, Lessor and Lessee shall amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Property to any substantially similar interest that would make Lessee and its respective successors and assigns hereunder eligible for such tax credit, benefit or incentive.

15. Assignment and Rights of Mortgagees.

15.1. Right to Mortgage and Assign. Lessee or a Sublessee (as defined below) may, upon notice to Lessor, but without Lessor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Lease, any Sublease (as defined below), the Operations Easements and the Improvements (collectively, the "Wind Farm Assets"), which security interests in all or a part of the Wind Farm Assets are collectively referred to in this Lease as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to in this Lease as "Mortgagees". Lessee and each Sublessee shall also have the right without Lessor's consent to sell, convey, lease, or assign its interest in this Lease or Sublease, as the case may be, and all or any portion of the Wind Farm Assets on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, subleases, co-leases, co-tenancy rights, licenses or similar rights, however denominated (collectively, "Assignments"). Upon the effective date of any Assignment under which all of the interest of Lessee or any Sublessee (or the interest of their respective successors or assigns) in the Lease is assigned, the Lessee or Sublessee, as the case may be, shall be released from any liability under this Lease or Sublease, as applicable, accruing on or after the effective date of the Assignment, provided that the assignee assumes in writing the obligations of the assigning party. Under no circumstances shall any Mortgagee or Sublessee have any greater rights of ownership or use of the Lease or the Operations Easements than the rights granted to Lessee in this Lease. As used in this Lease, the term "Sublessee" means any person that receives an interest from Lessee of less than all of Lessee's right, title or interest under this Lease or in one or more Operations Easements and (ii) the term "Sublease" means the grant or assignment of such rights from Lessee to a Sublessee.

15.2. Mortgagee Protection. Any Mortgagee, upon delivery to Lessor of notice of its name and address, for so long as the lien of its Mortgage is in existence, shall be entitled to the following protections, which shall be in addition to those granted elsewhere in this Lease or a Sublease as the case may be:

(a) Right to Cure Defaults/Notice of Defaults. To prevent termination of this Lease and the Operations Easements or any partial interest in this Lease, each Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any Default and to prevent the termination of this Lease or any partial interest in this Lease. Lessor shall give written notice of any Default under this Lease to each Mortgagee concurrently with delivery of such notice to Lessee, specifying in detail the alleged Default and the required remedy, and each Mortgagee shall have the same amount of time to cure the Default as is given to Lessee, and the cure period for each Mortgagee shall begin to run upon the later to occur of (i) delivery by Lessor to the Mortgagee of notice of the Default, and (ii) the end of the cure period given to Lessee in this Lease.

(b) Extended Cure Period. If any Default by Lessee under this Lease cannot be cured without the Mortgagee obtaining possession of all or part of the Wind Farm Assets, then any such Default shall be deemed remedied if: (i) within the cure period granted to Mortgagee in Section 15.2(a), either Mortgagee or its assignee shall have acquired possession of such portions of the Wind Farm Assets as may be necessary to effect the cure, or shall have commenced appropriate judicial or

nonjudicial proceedings to obtain the same, and (ii) the Mortgagee or its assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion, and (iii) after gaining possession of such portions of the Wind Farm Assets as may be necessary to effect the cure, the Mortgagee or its assignee cures all non-monetary defaults under the Lease to the extent required in Section 15.2(c), and performs all other obligations as and when the same are due in accordance with the terms of this Lease, but only for the period attributable to its possession of the Property. If a Mortgagee or its assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee or any defaulting assignee, as the case may be, from commencing or prosecuting the proceedings described above, the period specified above for commencing the proceeding shall be extended for the period of the prohibition.

(c) Acquisition of Title. Following acquisition of all or a portion of the Wind Farm Assets 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 Lease and any Sublease, as the case may be, shall continue in full force and effect, and the party acquiring title to the Wind Farm Assets shall, as promptly as reasonably possible commence the cure of all other non-monetary Defaults under this Lease or the Sublease, as the case may be, and thereafter diligently prosecute the cure to completion, whereupon Lessor's right to terminate this Lease based upon the Defaults shall be deemed waived, provided that the party acquiring title to the Wind Farm Assets shall (i) have no liability for monetary obligations of Lessee under this Lease that are due and owing to Lessor as of the assumption date (but this provision shall not be interpreted to limit Lessor's rights to proceed against Lessee) and (ii) shall not be required to cure those Defaults ("Non-Curable Defaults") that are not reasonably susceptible of being cured or performed by the party acquiring title. Non-Curable Defaults shall be deemed waived by Lessor upon completion of foreclosure proceedings or acquisition of Lessee's interest in this Lease or a Sublessee's interest in the Wind Farm Assets by the party acquiring title. Any Mortgagee or other party who acquires Lessee's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Lease incurred or accruing after such party no longer has ownership of the Lease or possession of the Property.

(d) Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right (i) to assign its Mortgage, (ii) to enforce its lien and acquire title to all or any portion of the Wind Farm Assets by any lawful means, (iii) to take possession of and operate all or any portion of the Wind Farm Assets and to perform all obligations to be performed by Lessee or a Sublessee under this Lease or a Sublease, as the case may be, or to cause a receiver to be appointed to do so, and (iv) to acquire all or any portion of the Wind Farm Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Lessor's consent to assign or transfer all or any portion of the Wind Farm Assets to a third party. Lessor's consent shall not be required for any of the foregoing, and, upon acquisition of the interests of all or any portion of the Wind Farm Assets by a Mortgagee or any other third party who acquires the interests from or on behalf of the Mortgagee, Lessor shall recognize the Mortgagee or such other party (as the case may be) as Lessee's or a Sublessee's proper successor, and this Lease, any such Sublease and the Operations Easements shall remain in full force and effect.

(e) Liability. Any Mortgagee that does not directly hold an interest in the Wind Farm Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Lease or a Sublease, as the case may be, prior to the time the Mortgagee directly holds an interest in the Wind Farm Assets, or succeeds to absolute title to Lessee's or a Sublessee's interest therein. A Mortgagee shall be liable to perform Lessee's or a Sublessee's obligations under this Lease or a Sublease, as the case may be, only for and during the period it directly holds title to the applicable Wind Farm Asset. Furthermore, if a Mortgagee elects to (i) perform Lessee's or a Sublessee's obligations under this Lease or the Sublease as the case may be, (ii) continue operations on the Property, (iii) acquire any portion of Lessee's or a Sublessee's right, title or interest in all or any of the Wind Farm Assets or (iv) enter into a new Lease or a Sublease as the case may be as provided in Section 15.2(g), then the Mortgagee shall not have any personal liability to Lessor, and Lessor's sole recourse against Mortgagee shall be to execute against the Mortgagee's interest in the Wind Farm Assets. Moreover, any

Mortgagee or other party who acquires the Wind Farm Assets by foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Lease or a Sublease, as the case may be, to the extent the obligations are incurred or accrue after the Mortgagee or other party no longer has ownership of the Wind Farm Assets.

(f) Termination. Neither the bankruptcy nor the insolvency of Lessee or a Sublessee shall be grounds for terminating this Lease, a Sublease or the Operations Easements so long as all payments and all other monetary charges payable by Lessee or the Sublessee under this Lease or a Sublease, as the case may be, are paid by the Mortgagee in accordance with the terms of this Lease or a Sublease, as the case may be.

(g) New Lease. If this Lease or a Sublease, as the case may be, terminates for any reason, including by reason of the Lessee's or a Sublessee's uncured Event of Default or because it is rejected or disaffirmed under bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any monetary Event of Default and is making commercially reasonable efforts to cure any non-monetary Event of Default, Lessor shall, immediately upon written request from the Mortgagee received within 90 days after the termination, rejection, or disaffirmance, without demanding additional consideration therefor, enter into a new Lease or a new Sublease, as the case may be, in favor of the Mortgagee, which new Lease or new Sublease shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Lease or the Sublease, as the case may be (except for any requirements that have been fulfilled by the Lessee or a Sublessee prior to the termination, rejection, or disaffirmance), (ii) be for a term commencing on the date of the termination, rejection, or disaffirmance and continuing for the remaining Term or the term of the Sublease, as the case may be, before giving effect to the termination, rejection, or disaffirmance, (iii) contain a lease or sublease as the case may be on, over, under, upon along and across the Property or such portion thereof as to which the Mortgagee held a lien on the date of the termination, rejection, or disaffirmance, (iv) contain a grant to the Mortgagee of access, transmission, communications, utility, and other easements covering such portion or portions of the Property as the Mortgagee may reasonably designate, and (v) enjoy the same priority as this Lease or a Sublease, as the case may be, has over any lien, encumbrance or other interest created by Lessor, and, until such time as the new Lease or Sublease as the case may be is executed and delivered, the Mortgagee may enter, use and enjoy the Operations Easements and the Property and conduct operations on the Property as if this Lease or the Sublease, as the case may be, were still in effect at the option of the Mortgagee, the new Lease or Sublease, as the case may be, may be executed by a designee of the Mortgagee, with the Mortgagee assuming the burdens and obligations of the Lessee or a Sublessee thereunder. If more than one Mortgagee makes a written request for a new Lease or Sublease, as the case may be, under this Section 15.2(g), then the new Lease or Sublease shall be delivered to the Mortgagee whose lien is senior in priority.

(h) Mortgagee Consent. Notwithstanding any provision of this Lease or a Sublease to the contrary the Lessor shall not (i) agree to a modification or amendment of this Lease or a Sublease, as the case may be, or (ii) accept a surrender of the Lease, the Operations Easements or any part thereof or a termination of this Lease or a Sublease, as the case may be, in each case without the prior written consent of each Mortgagee.

(i) Damage and Condemnation Proceeds. The disposition of any condemnation award and casualty insurance proceeds shall be governed by the terms of any first priority Mortgage encumbering any of the Wind Farm Assets.

15.3. No Merger. There shall be no merger of this Lease, the leasehold estate created by this Lease, or the easements granted herein with the fee estate in the Property by reason of the fact that this Lease, the leasehold estate, any interest in the leasehold estate, or any easement granted hereunder 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 the persons holding such interests in the Property, and all persons (including each Mortgagee) having an interest in this Lease, the leasehold estate, any interest in the leasehold estate, and any easement granted hereunder shall join in a written instrument effecting such merger and shall duly record the instrument.

16. Lessor Mortgages. Lessor shall promptly provide Lessee and each Sublessee with a copy of any default notices that Lessor receives with respect to any obligation secured by a mortgage or lien on Lessor's interest in the Property. If Lessor fails to pay any of its obligations secured by a mortgage or other lien on Lessor's interest in the Property when due, Lessee may elect to pay the amount due and deduct the amount paid from the Rent due Lessor. Lessor, at the request of Lessee or a Sublessee, shall use its best efforts to obtain from any existing lender to Lessor a subordination and non disturbance agreement in form and substance reasonably acceptable to Lessee or the Sublessee. Lessor expressly acknowledges and agrees that any statutory or common law lien rights in favor of Lessor or any mortgage granted by Lessor subsequent to the date of this Lease or a Sublease, as the case may be, are expressly subordinate and inferior to Lessee's or a Sublessee's right, title and interest in this Lease, a Sublease and the Operations Easements granted by this Lease and to any liens and security interests granted by Lessee or a Sublessee in favor of any Mortgagee. Lessor shall execute or cause its mortgagee to execute any further documentation requested by Lessee, a Sublessee, or a Mortgagee of either, to evidence the subordination.

17. Notices. Any notice to be given under the provisions of this Lease or that either Lessor or Lessee wishes to give to the other shall be in writing and shall be considered delivered on the date of delivery if delivered by hand, or on the next business day if delivered by a reputable overnight delivery service, or five days after deposit in the U.S. Mail, with all postage and other charges prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, and addressed as follows (or to such other addresses as Lessor or Lessee shall hereafter specify for itself by written notice to the other):

If to Lessor: Timothy B. Touve,
Trustee of the TIMOTHY B. TOUVE Trust
21 Calle Coturno
Santa Margarita, CA 92688

with a copy to: Mollie A. Touve
204 Saratoga Court
Goleta, CA 93117-2405

If to Lessee: Alta Windpower Development, LLC
11512 El Camino Real, Suite 370
San Diego, CA 92130
Attn: Vice President of Real Estate

with a copy to: Terra-Gen Power, LLC
1095 Avenue of the Americas, 25th Floor, Suite A
New York, NY 10036
Attn: Senior VP of Wind and General Counsel

Refusal to accept delivery of a notice under this Section 17 shall be deemed receipt.

18. Defaults.

18.1. Event of Default. The occurrence of any of the following events shall constitute an "Event of Default" under this Lease (and any of the following events, before the expiration of the applicable grace period specified below, is referred to as a "Default"):

(a) The failure by Lessee to pay amounts required to be paid to Lessor hereunder when due, when such failure has continued for thirty (30) days after written notice from Lessor; and

(b) Failure of Lessee to perform any other covenants, conditions or terms of this Lease when such failure has continued for sixty (60) days after written notice from Lessor, provided, that if the failure cannot be cured within the 60-day period with the exercise of reasonable diligence, then the 60-day cure period shall be extended for the time reasonably required to complete the cure.

if the failure cannot be cured within the 60-day period with the exercise of reasonable diligence, then the 60-day cure period shall be extended for the time reasonably required to complete the cure.

18.2. Notice of Default. Lessor shall not be entitled to exercise any remedy in respect of a Default unless Lessor has given a written notice of the Default ("Notice of Default") to Lessee and to each Mortgagee, specifying the nature of the Default and the method of cure, and the applicable grace periods of Lessee and any Mortgagees provided herein have expired.

19. Rights to Terminate. Lessee shall have the right to terminate this Agreement by giving Lessor at least ninety (90) days' prior written notice and paying any Rent due for such ninety (90) day period. Following termination, Lessee shall be relieved of all liability under this Lease, with the exception of any obligations which expressly survive termination, including the obligation to restore the Property in accordance with Section 20 below. For purposes of this Agreement, the term "Commence Construction" shall mean the digging of holes for Wind Turbines foundations.

20. Surrender of Possession. No later than twelve (12) months after the expiration or earlier termination of this Lease, Lessee shall (a) remove all above-ground towers, tower pedestals, footings, concrete pads (to a depth of three feet below ground surface level), anchors, guy wires, fences, fixtures, materials, and other Improvements (excepting roads and the below-ground distribution and collection lines) and any personal property made or placed thereon by Lessee pursuant to this Lease, (b) fill in all pit holes, trenches or other borings or excavations made by Lessee thereon, and (c) re-vegetate and otherwise restore the Property to a condition reasonably near its original condition prior to construction and installation of the Improvements. Any turbine tower foundations shall be removed to a depth of three feet below ground surface level and filled in. Lessee's obligations under this Section 20 shall survive the expiration or earlier termination of this Lease.

21. Remedies. Notwithstanding any other provision of this Lease or any rights or remedies which Lessor might otherwise have at law or in equity, Lessor shall not and hereby waives the right to commence any action or proceeding in which rescission or reformation of this Agreement is sought as a remedy and Lessor shall be limited to terminating this Agreement and seeking actual damages in the event of any failure by Tenant to perform its obligations hereunder. The rights and remedies of Lessor set forth in this Section 21 are exclusive and Lessor shall have no other remedies at law or equity or otherwise for a Default of Lessee, including, without limitation, the remedies set forth in California Civil Code Sections 1951.2 and 1951.4. Nothing in this Section 21 shall be interpreted to limit Lessee's obligations to restore the Property as set forth in Section 20 above, or Lessor's indemnification obligations under Sections 12 and 13 above.

22. Confidentiality. Lessor shall keep all of the following information (the "Confidential Information") confidential, whether disclosed by Lessee or discovered by Lessor: (a) the terms and conditions of this Lease, except to the extent the same are disclosed by recordation of the Memorandum of Lease, (b) any books, records, computer printouts, product designs or other information regarding Lessee or any Sublessee, or their respective operations or businesses, (c) any information regarding Lessee's or any Sublessee's operations on the Property or on any other lands, (d) Lessee's or any Sublessee's site or product design, methods of operation or methods of construction, (e) the level of power production and the wind capacity of the Property, and (f) any other information that is proprietary or that Lessee or a Sublessee requests (either in writing or orally followed by written confirmation) be held confidential, except to the extent that any of the Confidential Information is already in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents. Lessor shall not disclose the Confidential Information to any person, provided that Lessor may disclose this Lease in its entirety to Lessor's lenders, attorneys, accountants and other personal financial advisors, any prospective purchaser of the Property, or where required by law or by lawful process, subpoena or court order. Whenever any disclosure of the Confidential Information by Lessor is required by law or by lawful process, subpoena or court order, Lessor shall not disclose the Confidential Information without first promptly notifying Lessee of the proposed disclosure and permitting Lessee such opportunity to seek a protective order or similar measure as may be available under the circumstances.

23. Estoppel Certificates and Cooperation. Lessor shall, within ten (10) business days following request, execute estoppel certificates (certifying as to truthful matters, including that no default then exists under this Lease or a Sublease, if such be the case), consents to assignment and non-disturbance agreements as the Lessee, a Sublessee or any Mortgagee may reasonably request at any time and from time to time. Lessor, Lessee and any Sublessee shall cooperate in (a) amending this Lease or any Sublease, as the case may be, from time to time to include any provision that may be reasonably requested by the Lessee or any Sublessee or any Mortgagee to implement the provisions contained in this Lease or any Sublease as the case may be or to preserve a Mortgagee's security interest and (b) execute any documents that may reasonably be required by Lessee, any Sublessee, or a Mortgagee.

24. Force Majeure. For the purposes of this Lease, the term, "Force Majeure" means any act or condition beyond the reasonable control of Lessee, including: (a) acts of God or the elements (including fire, earthquake, explosion, flood, epidemic or any other casualty or accident); (b) strikes, lockouts or other labor disputes; (c) delays in transportation; inability to secure labor or materials at commercially reasonable prices in the open market; (d) inability to sell electricity at commercially reasonable prices in the open market; (e) transmission system power failure or power surge; (f) war, terrorism, sabotage, civil strife or other violence; (g) acts or failures to act of the Lessor; (h) the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after application has been made; (i) the effect of any law, proclamation, action, demand or requirement of any governmental authority or utility; (j) or litigation contesting all or any portion of the right, title and interest of Lessor in the Property, or of Lessee in the Lease. Notwithstanding any other provision of this Lease, if Lessee's performance of any obligation under this Lease is interfered with, delayed, restricted or prevented, in whole or in part, by reason of an event of Force Majeure, Lessee's performance of the affected obligation (but not Lessee's obligation to pay Rent and Taxes) to the extent and for the duration of the interference, delay, restriction or prevention, and the term of this Lease and any other relevant time periods set forth in this Lease shall continue and be extended for the same duration.

25. Rights of Sublessees.

25.1. New Lease. Subject to the rights of Mortgagees in Section 15.2(g), in the event of termination of this Lease upon a default, by agreement, by operation of law or otherwise, or if this Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, each Sublessee, if any, shall have the right (but not the obligation) to demand, and Lessor shall, without demanding additional consideration therefor, except for reasonable attorney's fees incurred by Lessor for Lessor's review of the new lease, immediately grant and enter into, a new lease with each Sublessee, under which the Sublessee shall be entitled to, and Lessor shall not disturb, the continued use and enjoyment by the Sublessee of the Property (or the applicable portion thereof), 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 Sublessee prior to the execution of the new lease, and except for any modifications that may be required to ensure that the Sublessee's obligations under such new lease do not exceed its obligations under its Sublease), (b) include the Property and the Improvements (or the portion thereof) in which the Sublessee had an interest on the date of the default, termination or rejection, (c) be for the full remaining Term of this Lease, or such shorter term to which the Sublessee may otherwise be entitled under its Sublease, (d) contain a grant to the Sublessee of access, transmission, communications, utility and other easements covering such portion or portions of the Property as Sublessee may reasonably designate (which shall not be less than the grant, if any, contained in its Sublease) and (e) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Lessor. Until such time as the new lease is executed and delivered, the Sublessee may continue to enter, use and enjoy the Property (or the relevant portion thereof) and conduct Operations thereon as if this Lease were still in effect.

25.2. Non-Disturbance. If an Event of Default by Lessee is not cured or a new lease is not demanded or is not entered into under Section 25.1 and (a) this Lease is terminated upon a default, by agreement, by operation of law or otherwise or (b) this Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, then so long as (i) a Sublessee is not in default under its Sublease (beyond any period given the Sublessee thereunder to cure such default) and (ii) the

Sublessee attorns to Lessor, Lessor shall, for the full term of this Lease or the shorter term to which the Sublessee may be entitled under the Sublease (A) recognize the Sublease as if it were an agreement between Lessor and said Sublessee and (B) not disturb, diminish or interfere with the Sublessee's possession of the portion of the Property covered by the Sublease.

25.3. Amendments. Lessor and Lessee shall cooperate in amending this Lease from time to time to include any provision that may reasonably be requested by any Sublessee for the purpose of implementing the provisions contained in this Lease or of preserving the Sublessee's interest in the Property, provided that the amendment shall not materially impair the rights or materially increase the burdens or obligations of Lessor under this Lease, or extend the Term. Lessor shall, within ten (10) days after written notice from Lessee or any existing or proposed Sublessee, execute and deliver to the Sublessee or proposed Sublessee a certificate to the effect that Lessor (a) recognizes a particular entity as a Sublessee under this Lease and (b) shall accord to the Sublessee or proposed Sublessee all the rights and privileges of a Sublessee under this Lease.

26. Division of Lease. Lessee may divide the Property into two or more separate wind energy projects or phases of development if the division becomes necessary to further the development of the Projects. If Lessee elects to divide the Property into two or more wind energy projects or phases of development, then Lessor shall, within thirty (30) days after written request from Lessee, and without demanding any additional consideration (but at no out-of-pocket expense to Lessor), sever this Lease by entering into and delivering to Lessee two or more new agreements (which shall supersede and replace this Lease) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each of the new agreements shall: (a) specify the portion of the Property to be covered (and the term "Property", as used in the new agreement, shall refer only to that portion), (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of the new agreements, and except for any modifications that may be required to ensure that Lessee's and Lessor's respective combined obligations under such new leases do not exceed their respective obligations under this Lease) (c) be for a term equal to the then remaining term of this Lease; (d) contain non-exclusive grants of the access, transmission, communications, utility and other easements granted hereunder for the benefit of the severed leasehold estates, covering the portion or portions of the Property as Lessee may designate (but only to the extent otherwise permitted in this Lease); (e) require payment to Lessor of only an acreage-proportionate part of the Initial Rent and that Minimum Rent or Royalty Payment which is applicable to the respective portion of the Property under such new leases; and (f) to the extent permitted by law, enjoy the same priority as this Lease over any lien, encumbrance or other interest against the Property. Notwithstanding any other provision of this Lease, in the event of any uncured default under any new agreement required by this Section 26, the default shall not affect, or cause a termination of, any other new agreement or any rights or interests granted under any other new agreement.

27. Grant of Option. Lessor hereby grants to Lessee an ongoing exclusive option (the "Option") to use the Property for the purpose of developing and operating solar energy generation facilities. Lessee may exercise the Option by written notice to Lessor at any time during the Term. If Lessee exercises the Option, Lessor and Lessee shall promptly execute a lease and/or easement agreement, as applicable, granting Lessee a lease and/or easement over the Property or portions thereof, as requested by Lessee, on terms and conditions consistent with this Lease, including rent in the same amounts (including the same Royalty Percentage) and a term of thirty four years, but in all events containing ordinary, customary, and reasonable terms required to finance the construction and operation of a solar energy facility, including the right to take and use any water or water rights that are appurtenant to the Property required for the operation of the solar generation facilities, excluding such water as is required for Lessor's agricultural or domestic uses on the Property. Lessor and Lessee shall negotiate in good faith to reach agreement on any reasonably necessary terms or conditions of the lease or easement which are not addressed in this Lease. Lessor acknowledges that development of solar energy or other energy generation facilities on the Property will have a material adverse effect on Lessee's operations and will compete for limited interconnection and transmission resources. As a material part of the consideration of this Lease, Lessor agrees (and Lessee is relying on Lessor's covenant) to not lease the Property to,

enter into an easement agreement, or otherwise contract with any third party for the use of the Property for the purpose of developing and/or operating solar energy generation project facilities.

28. End of Lease Term. At least 180 days prior to the end of the Term, Lessor and Lessee shall meet to discuss the continued use of the Property by Lessee for a wind energy generation project and any prospective additional renewable energy projects. Both parties shall negotiate in good faith to enter into a new lease or other agreement for Lessee's continued use of the Property on substantially the same terms and conditions contained herein, subject to such requirements as shall be required for the financing of such a project on commercially reasonable terms. Rent under any such new lease shall be at fair market rates for similarly situated properties being used in a similar manner in Kern County, California.

29. Permitting. Lessor hereby authorizes Lessee, its successors and/or assignees to act as its agent and on its behalf in applying to any public agency for land use entitlement or permits necessary or convenient for the construction, operation or maintenance of the Improvements on the Property, including but not limited to, general plan amendments, specific plans, zone changes, tentative and final maps, conditional use permits, variances, rights of way, or any kind of environmental permit, as well as grading permits, foundation permits, building permits, storm water drainage permits, driveway entrance permits or similar construction permits. Lessor also hereby authorizes the County of Kern, and its agents, consultants and employees to enter the Property for the purpose of making inspections necessary or convenient to the issuance of land use entitlements or permits for the construction, operation, and maintenance of Improvements on the Property. During the Term, Lessee shall (a) hold Lessor harmless from any governmental permit requirements or mitigation measures required for environmental impacts in connection with the Improvements, and (b) restrict all private consultants and governmental personnel to areas of the Property impacted by the Project, to the extent it can legally do so.

30. Arbitration.

30.1. Disputes Subject to Arbitration. In the event of any disputes, claims or controversies between the parties hereto arising out of or relating to this Lease, it is agreed that such disputes, claims or controversies shall be submitted to binding arbitration under such rules, guidelines and procedures as shall be established by mutual agreement between the parties or, if the parties are unable to agree on rules, guidelines and procedures within five (5) Business Days of either party's giving notice of intention to arbitrate a matter, then arbitration shall proceed under the commercial rules then prevailing of the American Arbitration Association ("Rules") before a panel of three neutral (3) arbitrators. Notwithstanding any provisions of the Rules, the parties shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration, as provided in Title III of Part 4 (commencing with Section 1985) of the California Code of Civil Procedure. The determination of the arbitrators shall be final and shall not be subject to judicial review; provided, however, that any award or determination rendered by the arbitrators may be entered and enforced in any court of competent jurisdiction. The arbitration proceedings provided for hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration.

30.2. Notice and Selection of Arbitrator. The arbitration shall be conducted before three neutral (3) arbitrators. The arbitrators shall be selected as follows. The party giving notice of arbitration shall include the name of its proposed arbitrator as part of the notice. The other party shall, within fifteen (15) days after the receipt of the first notice, provide the name of its proposed arbitrator. If the party upon whom notice of arbitration is served fails to select an arbitrator and advise the other party of its selection within fifteen (15) days after receipt of such notice, the second arbitrator shall be selected by the first arbitrator. Within fifteen (15) days thereafter, the two (2) arbitrators so appointed shall meet and decide upon a third person who shall serve as the third arbitrator. If the first two (2) arbitrators are unable to agree upon the third arbitrator within said fifteen (15) days, the third arbitrator shall be selected in accordance with the Rules.

30.3. Third Parties. If a controversy, claim, dispute or difference arises between the parties hereto which is subject to the arbitration provisions hereunder and there exists or later arises a controversy, claim, dispute or difference between the parties hereto and any other party arising out of or

related to the same transaction or series of transactions ("Third-Party Controversy"), any party hereto shall be entitled to require that such Third-Party Controversy be consolidated with such arbitration proceedings hereunder; provided, however, that such third party must either (i) be a party to an agreement with one or more of the parties hereto which provides for arbitration of disputes thereunder in accordance with rules and procedures substantially the same in all material respects as provided for herein; or (ii) consent to arbitration as provided for hereunder.

30.4. Limitations. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

30.5. Venue. All arbitration proceedings shall be held in Los Angeles, California.

30.6. Attorneys' Fees. In the event of any litigation or arbitration for the interpretation or enforcement of this Lease, or for damages for a default, or that in any other manner relates to this Lease or the Property, the prevailing party shall be entitled to reasonable attorneys' fees, arbitration, court and other costs from the non-prevailing party, including costs and fees on appeal and in any bankruptcy or insolvency proceeding.

31. No Brokers. No brokers commission, finders fees or other charges are due any broker, agent or other party in connection with Lessor's execution of this Lease, or if any are now due or shall become due in the future, then Lessor shall promptly pay the same from its own funds and shall indemnify, hold harmless and defend Lessee against any and all claims and demands therefor made by any such broker, agent or other party, or any of their respective successors and assigns or other parties claiming through them.

32. Approvals. Unless otherwise specified in this Lease, no approval required under this Lease shall be unreasonably delayed, conditioned or withheld. Unless a longer or shorter time is specified, all approvals required of either party hereto shall be given or refused in writing within ten (10) business days after receipt of the request for approval. Any delay of a requested approval longer than ten (10) business days shall be deemed an approval.

33. Interpretation. When required by the context of this Lease, the singular includes the plural and the masculine includes the feminine, and vice versa. When used in this Lease, the word "including" is to be construed as being followed by the words "without limitation." The term "person" means any natural person or legal entity. When used with respect to any person, the term "affiliate" means any person that controls, is controlled by, or is under common control with the person in question. When used with respect to any person, the term "related person" means any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of the person. Any titles in this Lease are for convenience of reference only and are not intended to be considered in the interpretation of the text. This Lease has been negotiated by Lessor and Lessee with the assistance of qualified counsel, and this Lease shall not be construed for or against either of them. Except as expressly provided in this Lease, there are no third-party beneficiaries of this Lease.

34. Waiver. The waiver of any term, covenant, condition or agreement contained in this Lease shall not be a waiver of any other term, covenant, condition or agreement contained in this Lease. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

35. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee and no promises or representations, express or implied, either written or oral, not set forth in this Lease shall be binding upon or inure to the benefit of Lessor and Lessee. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications of this Lease shall be in writing and

signed by both Lessor and Lessee. All Exhibits referenced herein are incorporated into this Lease by reference and made a part hereof.

36. Limitations. Neither Lessor nor Lessee shall be liable to the other (or to any person claiming by or through the other), for any special, indirect, incidental, punitive (except in connection with any fraud or willful misconduct of a party), or consequential damages, including lost profits or loss of business, arising out of or in any manner connected with the performance or non-performance of this Lease.

37. Severability. The unenforceability, invalidity, or illegality of any provisions of this Lease shall not render the other provisions hereof unenforceable, invalid or illegal. Without limiting the generality of the immediately preceding sentence, in no event shall the Term or the term of any of the Operations Easements extend for a period longer than the longest period permitted by law.

38. Covenants Running with the Land. All of the covenants, agreements and easements contained in or arising under this Lease touch and concern the real estate described in this Lease and are expressly intended to, and shall, be covenants running with the land and shall (a) be binding and a burden upon (i) the Property and Lessor's and Lessee's present or future estate or interest in the Property and (ii) Lessor and Lessee and their respective heirs, administrators, executors, legal representatives, successors, assigns and any other holder of an estate or interest in the Property (including any lender or other person acquiring title upon foreclosure or by deed in lieu of foreclosure), and (b) benefit Lessee, any Mortgagee and their respective heirs, administrators, executors, legal representatives, successors and assigns. To the extent any of the provisions of this Lease are not enforceable as covenants running with the land, Lessor and Lessee intend that they shall be enforceable as equitable servitudes.

39. Recording. Simultaneously with the execution and delivery of this Lease, Lessor and Lessee shall execute and acknowledge the memorandum of lease attached hereto as Exhibit B (the "Memorandum of Lease"). Lessee may record the Memorandum of Lease in the real estate records of the county in which the Property is located. Lessee shall pay any transfer tax or other tax payable to any governmental tax authority, including the county in which the Property is located, by reason of the execution of this Lease and the recordation of the Memorandum of Lease.

40. Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this Lease. **LESSOR AND LESSEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM RELATING DIRECTLY OR INDIRECTLY TO THIS LEASE.**

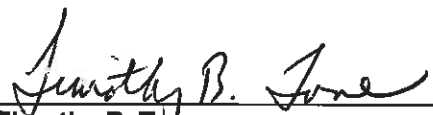
41. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Lease on this 25th day of April, 2013.

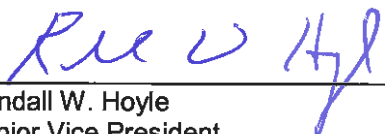
Lessor:

Lessee:

Alta Windpower Development, LLC,
a Delaware limited liability company



Timothy B. Touve,
Trustee of the TIMOTHY B. TOUVE Trust,
created under Declaration of Trust dated
February 10, 2011

By: 

Randall W. Hoyle
Senior Vice President

EXHIBIT A

Legal Description of the Property

All that certain real property situated in the County of Kern, State of California, described as follows:

The West half of the Northwest quarter of the Southwest quarter of the Southeast quarter, and the Southeast quarter of the Northwest quarter of the Southwest quarter of the Southeast quarter, of Section 33, Township 32 South, Range 35 East, M.D.B.&M, exclusive of 75 % of mineral rights.

APN: 224-364-01

<u>Assessor's Parcel Number</u>	<u>Section, Township, Range</u>	<u>Approximate Acreage</u>
224-364-01	33, 32 South, 35 East	7.5

EXHIBIT B

Form of Memorandum of
Wind Energy Site Lease and Renewable Energy Development Agreement

Recording Requested by
And when Recorded Return to:

Alta Windpower Development, LLC
11512 El Camino Real, Suite 370
San Diego, CA 92130
Attn: Senior Director of Land

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

APN: 224-364-01

THE UNDERSIGNED LESSEE DECLARES
DOCUMENTARY TRANSFER TAX is \$ none,
computed on the full value of the interest or property conveyed.

**MEMORANDUM OF WIND ENERGY SITE LEASE
AND RENEWABLE ENERGY DEVELOPMENT AGREEMENT**

THIS MEMORANDUM OF WIND ENERGY SITE LEASE AND RENEWABLE ENERGY DEVELOPMENT AGREEMENT (this "Memorandum") is made and entered into as of April 25, 2013 (the "Effective Date"), by and between Timothy B. Touve, Trustee of the TIMOTHY B. TOUVE Trust, created under Declaration of Trust dated February 10, 2011 ("Lessor"), and Alta Windpower Development, LLC, a Delaware limited liability company ("Lessee").

RECITALS

A. Lessor and Lessee are parties to that certain Wind Energy Site Lease and Renewable Energy Agreement, dated as of April 25, 2013 (the "Agreement"), pursuant to which Lessor has granted to Lessee a lease of that certain real property more particularly described on Schedule "1" attached hereto (the "Property").

B. Lessor and Lessee now desire to provide for public notice of the existence of the Agreement and Lessee's rights thereunder.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Grant of Lease. Lessor hereby leases the Property to Lessee and Lessee hereby leases the Property from Lessor, for the Term and for the purposes set forth therein. Lessee shall have the quiet enjoyment and possession of the Property, including the air space above the surface of the Property, subject to all the terms and conditions of this Lease.

2. Term. Subject to the terms and conditions set forth in the Agreement, the term of the Agreement expires and this Memorandum shall automatically terminate and be of no further force or effect as of February 25, 2048 _____.

3. Grant of Operations Easements. Lessor hereby irrevocably grants and conveys to Lessee, its successors and assigns, subject to the terms and conditions set forth in the Agreement, the following easements in gross (collectively, the "Operations Easements") on, over, under and across the Property for the benefit of Lessee and its successors and assigns and for the benefit of the Projects during the Term:

(a) An exclusive easement for the free and unobstructed flow of wind over and across the Property and the right to use, capture, and convert the wind for energy generation.

(b) A non-exclusive easement for vehicular (including cranes and other heavy construction equipment) and pedestrian ingress, egress and access to, from and across the Property and adjacent lands by means of (i) the now existing or hereafter constructed roads, lanes, and rights of way on the Property, and (ii) such additional roads as Lessee or anyone else may construct from time to time on any portion of the Property, in each case for the benefit of one or more Projects. The foregoing rights shall include rights to construct, maintain, improve, rebuild, relocate or widen new and existing roads, and to perform temporary earthmoving as reasonably necessary to build suitable access and construction routes for the Project.

(c) An exclusive easement to install, maintain, repair, replace, relocate and operate on the Property multiple (i) underground and/or above-ground transmission, distribution and collection cables (including fiber optic cables), conduits, wire and lines for the transmission of electrical energy to and from the Property and the Project, (ii) underground and/or above-ground communication cables (including fiber optic cables), conduits, wire and lines for the transmission of communications of any nature to and from the Property and the Project, and (iii) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, in each case for the benefit of one or more Projects, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing.

(d) An exclusive easement, right and entitlement over, across and under the Property for any audio, visual, view, light, noise, vibration, air turbulence, wake, shadow flicker, electromagnetic, television reception and any other effect of any kind whatsoever, and for ice or other weather created hazards, resulting directly or indirectly from or caused by the operation of Wind Turbines or other Improvements within the Project. Lessor, for itself and any Lessor Related Persons, does hereby waive, remise and release any right, claim or cause of action that it may now have or that it may have in the future against Lessee or their respective affiliates, successors and assigns, as a direct or indirect result of any of the effects or hazards described above.

(e) An exclusive easement on, over, across or under the Property for any encroachment or overhang of any Wind Turbines or other Improvements now or hereafter constructed by Lessee or any affiliate thereof or their respective successors and assigns, as part of any Project.

(f) A non-exclusive easement on, over, across and under any property adjacent to the Property that is owned or controlled by Lessor, to be used as necessary for access, staging and laydown in connection with the construction, operation and maintenance of the Improvements or any Project.

The Operations Easements are easements in gross and are personal to Lessee for the benefit of Lessee and its successors and assigns, as owner of the Operations Easements, in connection with its development of a wind energy conversion project on the Property and on real properties adjacent to or in the vicinity of the Property. Lessee may treat the Operations Easements or any of them, as separable from the leasehold estate created by this Lease, and may assign, grant subeasements or co-tenancy rights or otherwise transfer any portion of the Operations Easements on an exclusive or non-exclusive basis as property separate from the leasehold estate, without Lessor's consent. The Operations Easements shall run with the Property and inure to the benefit of and be binding upon Lessor and the holder of the respective Operations Easements and their respective successors and assigns, and all persons claiming under them. No act or failure to act on the part of Lessee, a sublessee or the holder of the Operations Easements shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by the holder of a quitclaim deed specifically conveying the Operations Easements back to Lessor. Nonuse of the Operations Easements shall not prevent the future use of the entire scope of the Operations Easements if they are later needed. No use of or improvement to the Property or any lands benefited by the Operations Easements, and no transfer of the Operations Easements, shall, separately or in the aggregate, constitute an overburdening of the Operations Easements.

4. Conflict of Provisions. This Memorandum is prepared for the purpose of recordation in the Official Records of Kern County, California to provide record notice of the existence of the Agreement and the rights of the Lessee thereunder. In the event of any inconsistency between this Memorandum and the Agreement, the terms of the Agreement shall control. Capitalized terms which are used but not defined herein shall have the meanings given to them in the Agreement.

5. Waiver or Reduction of Setback on Property. Lessor hereby waives, to the fullest extent permitted by law, any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in any zoning ordinance of any governmental authority or in any governmental entitlement or permit heretofore or hereafter issued to Lessee or any Lessee Related Person ("Setback"), as they apply to the Property. Further, where waiver or elimination of any Setback is not permitted by law, Lessor hereby consents to any reduction in such Setback as applied to the Property, including reductions in setbacks to the minimum wind generator setbacks required under the Kern County Wind Energy (WE) Combining District Ordinance (Chapter 19.64). Further, if so requested by Lessee or any Lessee Related Person, Lessor shall, without demanding additional consideration therefor, (a) execute (and if appropriate cause to be acknowledged) any consent letter to any setback waiver, setback elimination or setback reduction, or other document reasonably requested by Lessee or any governmental authority in connection with the document and (b) return the executed document to the requesting party within ten days after the request. Lessor further consents to a zero (0) Setback for Wind Turbines and Improvements placed on parcels adjacent to all or any portion of the Property in connection with the development of any Project, by Lessee, its successors and/or assignees or, at Lessee's discretion, in connection with the development of a Project on one or more parcels adjacent to the Property which Project does not include the Property.

6. Grant of Option. Lessor hereby grants to Lessee an ongoing exclusive option (the "Option") to use the Property for the purpose of developing and operating solar energy generation facilities. Lessee may exercise the Option by written notice to Lessor at any time during the Term. If Lessee exercises the Option, Lessor and Lessee shall promptly execute a lease and/or easement agreement, as applicable, granting Lessee a lease and/or easement over the Property or portions thereof, as requested by Lessee, on terms and conditions consistent with this Lease, including rent in the same amounts (including the same Royalty Percentage) and a term of thirty four years, but in all events containing ordinary, customary, and reasonable terms required to finance the construction and operation of a solar energy facility, including the right to take and use any water or water rights that are appurtenant to the Property required for the operation of the solar generation facilities, excluding such water as is required for Lessor's agricultural or domestic uses on the Property. Lessor and Lessee shall negotiate in good faith to reach agreement on any reasonably necessary terms or conditions of the lease or easement which are not addressed in this Lease. Lessor acknowledges that development of solar energy or other energy generation facilities on the Property will have a material adverse effect on Lessee's operations and will compete for limited interconnection and transmission resources. As a material part of the consideration of this Lease, Lessor agrees (and Lessee is relying on Lessor's covenant) to not lease the Property to, enter into an easement agreement, or otherwise contract with any third party for the use of the Property for the purpose of developing and/or operating solar energy generation project facilities.

IN WITNESS WHEREOF, the Parties have executed this Lease on this 25th day of April, 2013.

Lessor:

Lessee:

Alta Windpower Development, LLC,
a Delaware limited liability company

Timothy B. Touve,
Trustee of the TIMOTHY B. TOUVE Trust,
created under Declaration of Trust dated
February 10, 2011

By: _____
Randall W. Hoyle
Senior Vice President

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 20____, before me, _____, Notary Public, personally appeared **Randall W. Hoyle**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

SCHEDULE 1

Description of Property

All that certain real property situated in the County of Kern, State of California, described as follows:

The West half of the Northwest quarter of the Southwest quarter of the Southeast quarter, and the Southeast quarter of the Northwest quarter of the Southwest quarter of the Southeast quarter, of Section 33, Township 32 South, Range 35 East, M.D.B.&M, exclusive of 75 % of mineral rights.

APN: 224-364-01

<u>Assessor's Parcel Number</u>	<u>Section, Township, Range</u>	<u>Approximate Acreage</u>
224-364-01	33, 32 South, 35 East	7.5