

## Land Lease and Wind Easement

This Land Lease and Wind Easement ("Lease") is made on May 15, 2002 between Mr. [REDACTED], (collectively hereinafter "Lessor"), and Greenlight Energy, Inc., a Virginia Corporation (hereinafter "Lessee").

### WITNESSETH:

WHEREAS, Lessor is the owner of the real property legally described in Exhibit A attached hereto (the "Premises"); and

WHEREAS, Lessee desires to obtain a land lease and easement from Lessor, on, along, over and under the Premises for the purposes of wind energy conversion for the generation, distribution and transmission of electric power and related purposes as described herein;

NOW, THEREFORE, in consideration of the understandings and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee, intending to be legally bound, mutually agree to the following terms and conditions:

### ARTICLE I. Premises

#### Section 1.1 General

- (a) Lessor leases exclusively to Lessee and Lessee leases from Lessor the Premises for the sole purpose of constructing, installing, operating and maintaining wind energy conversion turbines (the "Wind Turbine(s)"), wind resource and weather measurement equipment, supporting structures, foundations and pads, footings, electrical transformers, fixtures, and storage equipment, electric distribution and transmission lines, access roads, interconnection facilities and related facilities and equipment (hereinafter "Wind Facilities") on the Premises to the extent set forth in this Lease.
- (b) Lessee shall use the Premises only for the construction, installation, maintenance, and operation of the Wind Facilities. Any improvements, fixtures or other structures, other than the Wind Facilities shall not be installed without the express written consent of Lessor. Lessee shall also be entitled to ingress and egress to and from its Wind Facilities and appurtenant equipment and electrical power lines over the Premises and such additional areas of the Premises as shall be reasonably necessary to access a public roadway.
- (c) Upon the completion of installation of Lessee's Wind Facilities a final survey will be performed by Lessee to identify those portions of the Premises occupied or used by any of Lessee's Wind Facilities and appurtenances, and the description of that portion of the Premises (the "Occupied Premises") shall be appended to this Lease as Exhibit B. Lessee reserves the exclusive right to locate new Wind Facilities or to relocate existing Wind Facilities upon the Premises during the term of this Lease, in which case a new Exhibit B will be prepared and appended to this Lease. Lessor shall retain the right to use that portion of the Premises not within the Occupied Premises to the extent its use is consistent with Sections

*Trace*



1.2 and 5.2, for ranching, farming, grazing, conservation or other purposes and Lessor shall be entitled to use any private road constructed by Lessee on the Occupied Premises for access to the balance of the Premises.

### Section 1.2 Wind Easement

Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Premises, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Wind Facility is or may be located at any time from time to time (each such location referred to as a ("Site")) and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. Trees, structures and improvements located on the Premises as of the date of this Lease shall be allowed to remain and Lessee may not require their removal. Lessor may not place or plant any trees, structures or improvements on the Premises after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with the flow of wind to any Site or Wind Facility, unless Lessor has received approval from Lessee for any such trees, structure or improvement, such approval will not be unreasonably withheld. This provision will not preclude the installation of oil and gas production facilities pursuant to oil and gas leases which predate this subject Lease and Wind Easement. The provisions of this Section 1.2 shall survive the termination of this Lease for the full Term.

## ARTICLE II. Lease Term

### Section 2.1 Lease Term

- (a) The term of this Lease ("Term") is forty (40) years from the date of the Lease unless terminated earlier or extended in accordance with its terms.
- (b) If, at any time during the term of this Lease, Lessee deems it to be necessary to meet legal requirements for preserving the validity of the Lease in accordance with the intent of the parties, Lessee may request that Lessor reexecute a new lease substantially in the form of this Lease with a term of no longer than the remaining balance of the original term at the time the new lease is executed.

### Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of the term of this Lease as set forth in Section 2.1; or
- (b) The written agreement of the parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-breaching party to terminate the Lease pursuant to Article IX; or



- (d) After the commencement of operation of the Wind Facilities as defined in Section 3.1, and subject to the rights of lenders set forth in Article VII, Lessee's failure to operate the Wind Facilities for a continuous period of at least six months for reasons other than a Force Majeure.
- (e) Lessee fails to commence the generation of energy using Wind Facilities on the Premises within five years of the date of this Lease.

### Section 2.3 Survival of Covenants

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger wind energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the project remains operational, subject however to the conditions set forth in Section 2.2.

## ARTICLE III. Rent and Taxes

### Section 3.1 Rent

Prior to the installation of Wind Turbine(s) Lessee shall pay to Lessor a minimum annual rental payment of \$500.00 for the first five years of the lease (the "Pre-Installation Rent"). Lessee's obligation to pay Pre-Installation Rent shall commence upon the execution and recording of this Lease by the parties, and shall cease upon the day prior to the date Lessee is obligated to pay Installation Royalty. All Pre-Installation Rent obligations shall be prorated for any partial year.

After the Installation of Wind Turbine(s) Lessee shall pay to Lessor an annual rental payment equal to two (2) percent of the Gross Revenues received by Lessee from the sale of electricity generated (actual production in kWh, as measured at the transmission substation's busbar), by Wind Facilities owned by Lessee located on the Premises (the "Percentage Rent") or a minimum annual payment of \$1,000 per Wind Turbine installed (the "Minimum Turbine Rent"), whichever is greater, for each year of the Term.

Gross Revenue includes revenue from electricity sales and Ancillary Revenue. Ancillary Revenue comprises all revenue paid to Lessee other than the revenue from electricity sales that may result from the production of electricity from the Wind Facilities. Sources of Ancillary Revenue may include green tags, emissions credits, renewable portfolio standard certificates and any other non-electricity revenues from the Wind Facilities.

Lessee's obligation to pay Percentage Rent or Minimum Turbine Rent shall commence the first full month during which Lessee generates electricity for which it receives payment from any purchaser of the electricity from the Wind Facilities located on the Premises and



continue throughout the term of any electricity purchase or sale agreement which Lessee may have with respect to electricity generated by the Wind Facilities located on the Premises. Upon the conclusion of the term of all such electricity purchase or sale agreements, Lessee shall be obligated to pay only Minimum Turbine Rent. All Minimum Turbine Rent obligations shall be prorated for any partial year.

### Section 3.2 Payments

*Monthly -  
1/12 the minimum  
Quarterly settlement*

Lessee shall pay Lessor \$500 as an advance payment of Minimum Rent for the first year of the Term and Lessor acknowledges receipt of this amount. After installation of the Wind Turbine(s), Lessee shall pay Lessor one-twelfth the Minimum Turbine Rent due, each month during the Term. To the extent Lessee receives revenues from the sale of electricity generated by Wind Facilities on the Premises for any quarter during the term which would entitle Lessor to Percentage Rent in addition to Minimum Turbine Rent for that quarter, Lessee shall pay Lessor the difference between the Percentage Rent due and the Minimum Turbine Rent for the quarter no later than forty-five days after the end of the applicable quarter.

### Section 3.3 Records

Lessor shall be entitled to copies of any electricity purchase or sale agreement regarding the electricity generated by the Wind Facilities located on the Premises, any statements or payment records from the purchasers of that electricity and any invoices, receipts; production records or other information necessary for Lessor to confirm the compensation and accuracy of Percentage Rent, subject to the provisions of Section 10.8.

### Section 3.4 No Representation

Lessee makes no representation or warranty as to the likelihood that the Wind Facilities will generate sufficient electricity, or that any purchase or sales agreement for such electricity will provide adequate revenues, so as to create any entitlement in Lessor to Percentage Rent during any period of time. Lessor acknowledges that the operation of the Wind Facilities is subject to adverse weather, lack of wind, equipment failures and other events beyond the control of Lessee which may interrupt or prevent electricity generation, and that receipts for electricity generated may also be affected by the terms of any relevant purchase or sale agreement and performance by any buyer. Any representation by Lessee to Lessor as to the expected production from the Wind Facilities or the amount of expected Percentage Rent is purely an estimate based on the information available to Lessee at the time and is not a guarantee that any such production will occur or that such an amount of Percentage Rent will become due to Lessor at any time.

### Section 3.5 Taxes, Assessments and Utilities

- (a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.5 (c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option,



pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Minimum Rent, Minimum Turbine Rent, or Percentage Rent otherwise due to Lessor from Lessee.

- (b) Lessee shall pay all personal property taxes and assessments levied against the Wind Facilities when due. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Wind Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor an amount equal to the increase no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.
- (c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.
- (d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Wind Facilities or Lessee on the Premises.

#### **ARTICLE IV. Lessee's Covenants**

Lessee covenants, represents and warrants to Lessor as follows:

##### **Section 4.1 Liens**

Lessee shall keep the Property free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Wind Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, but shall post a bond or utilize other available means to remove any lien which is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within 60 days of the creation of any such lien or encumbrance.

##### **Section 4.2 Permits and Laws**

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities.

##### **Section 4.3 Lessee's Improvements**

All Wind Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Wind Facilities on the Premises. Throughout the Term Lessee shall, at its sole cost and expense, maintain Lessee's Wind Facilities in good condition and repair,



*Abandonment!*

ordinary wear and tear excepted. All Wind Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, replaced, repaired or refurbished by Lessee at any time. At the end of the Term, including any termination of the Lease, Lessee shall remove all its Wind Facilities, including foundation to a depth of four feet below grade, within eight months from the date the Term expires or the Lease terminates. If Lessee fails to remove any of the Wind Facilities within the required time period, such Wind Facilities shall be considered abandoned by Lessee and Lessor may remove these Wind Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee. If Lessor incurs costs to decommission and remove any of the Wind Facilities due to Lessee's failure to do so within the required period, Lessee hereby indemnifies Lessor for such costs and agrees to reimburse Lessor for those amounts reasonably incurred, within 60 days of receipt of adequate documentation of the costs.

#### Section 4.4 Hazardous Wastes

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws.

#### Section 4.5 Insurance

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Lessee shall obtain and maintain in force policies of insurance covering the Wind Facilities and Lessee's activities on the Premises at all times during the Term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of one million dollars. Such insurance coverage for the Wind Facilities and Premises may be provided as part of a blanket policy which covers other wind facilities or properties as well. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor.

### ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

#### Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Lease as Lessor. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. There are no encumbrances or liens against the Premises except as disclosed by Lessor to Lessee or which are reflected in an abstract or title report



for the Premises provided to Lessee prior to execution of the Lease.

### Section 5.2 Quiet Enjoyment

As long as Lessee is not in default under this Lease, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Lease, and Lessor shall not interfere with any of Lessee's activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the wind speed or wind direction over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Wind Facilities.

### Section 5.3. Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws.

### Section 5.4 Cooperation

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements from any person or entity with a lien, encumbrance, mortgage lease or other exception to Lessor's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits needed for the Wind Facilities. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents which may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

## ARTICLE VI. Indemnification

### Section 6.1 Indemnification

Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagees and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees and consequential damages, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Lease by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and



liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

### Section 6.2 Surface Damage

The parties anticipate and acknowledge that Lessor may suffer damage to crops, grass, fences, and other property or improvements on the Premises during Lessee's construction, installation, decommission, relocation, and maintenance of Wind Facilities on the Premises. Lessee shall pay Lessor fair compensation for any such losses or damage, and, if the parties cannot reach agreement as to the amount which would constitute fair compensation, the issue shall be submitted to arbitration before an arbitrator mutually agreed to by the parties. After construction is complete, Lessee shall not be responsible to pay Lessor any losses of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the Occupied Premises.

## ARTICLE VII. Assignment; Encumbrance of Lease

### Section 7.1 Right to Encumber

- (a) Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("Lender") without the consent of Lessor. Any Lender shall have no obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.
- (b) Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.
- (c) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Lease and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.
- (d) During the time all or any part of Lessee's interests in the Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this



Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) In the event this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new Lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the term of the Lease before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

## Section 7.2 Assignment

(a) Lessee may assign, sublease, transfer or convey its interests in this Lease without Lessor's consent provided that (i) any such assignment or conveyance shall not be for a period beyond the Term of this Lease or any extension thereof; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless (y) Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee and the assignee or transferee demonstrates its ability to perform the Lessee's obligations, covenants and conditions to the reasonable satisfaction of Lessor or (z) such assignment or conveyance is made to a subsidiary or affiliate of lessee.

(b) Lessor may assign, transfer or convey the payments, rights to payment or similar interests in this Lease without Lessee's consent provided that (i) Lessor notifies Lessee of the terms of the assignment if those terms require Lessor to make payments to the assignee; (ii) in the case of a collateral assignment by Lessor, the assignee acknowledges the validity and superiority of the lien of this Lease; (iii) at the time of the assignment, Lessor is not in default under the terms of the



Lease; and (iv) Lessor shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless the assignment or conveyance occurs in conjunction with a transfer or conveyance of Lessor's interests in the Premises, and the assignee or transferee assumes the obligations, covenants and conditions of the Lessor under this Lease in their entirety.

### **Section 7.3 Continuing Nature of Obligations**

(a) The wind easement and related rights granted by Lessor in this Lease to Lessee are an easement in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the wind easement granted in this Lease and, as between the Premises and other tracts of property on which Lessee may locate wind facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the wind easement and all other rights granted to Lessee in this Lease shall run with and against the Premises and shall be a charge and burden on the Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and wind easement shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

## **ARTICLE VIII. Condemnation/Force Majeure**

### **Section 8.1 Condemnation**

If eminent domain proceedings are commenced against all or any portion of the premises and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Wind Facilities on the Premises, the parties shall either amend this Lease to reflect any necessary relocation of the Occupied Premises or Wind Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or, at Lessee's option, this Lease shall terminate in which event neither party shall have any further obligations.

### **Section 8.2 Proceeds**

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Wind Facilities or the loss of any such Wind Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent.

### **Section 8.3 Force Majeure**

~~Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease,~~ for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.



To Lessee: Greenlight Energy, Inc  
401 East Market Street, Suite 210  
Charlottesville, VA 22902  
Tel: (434) 220 1406  
Fax: (434) 220 1420

With a Copy to: Woods, Rogers & Hazelgrove, PLC  
Attn: W. McIlwaine Thompson, Jr.  
250 West Main Street, Suite 300  
Charlottesville, VA 22902  
Tel: (800) 729-6637  
Fax: (434) 295-3390

### **Section 10.2 No Third Party Beneficiaries**

Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to *this* Lease.

### **Section 10.3 Entire Agreement**

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

### **Section 10.4 Governing Law**

This Lease is made in New York and shall be governed by the laws of the State of New York.

### **Section 10.5 Cooperation**

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties.

### **Section 10.6 Waiver**

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect



## ARTICLE IX. Default Termination

### Section 9.1 Events of Default

Each of the following shall constitute an event of default which shall permit the nondefaulting party to terminate this Lease or pursue other remedies available at law or equity.

- (i) any failure by Lessee to pay Minimum Rent, Minimum Turbine Rent, or Percentage Rent if the failure to pay continues for sixty (60) days after written notice from Lessor;
- (ii) any other material breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

### Section 9.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Wind Facilities from the Premises at Lessee's expense. Lessee shall have 240 days from the date the Lease expires or is terminated to remove the Wind Facilities.

### Section 9.3 Specific Performance

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, Lessee shall have the right to seek specific enforcement of this Lease.

### Section 9.4 Record

Upon the termination or expiration of this Lease, Lessee shall provide that appropriate termination of lease documentation is recorded.

## ARTICLE X. Miscellaneous

### Section 10.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, telecopier or certified mail and shall be sent to the respective parties as follows:

To Lessor:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



to any subsequent or other matter.

### **Section 10.7 Relationship of Parties**

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

### **Section 10.8 Confidentiality**

~~\_\_\_\_\_~~  
The parties acknowledge that during the course of the performance of their respective obligations under this Lease, either party may need to provide information to the other party which the disclosing party deems to be confidential, proprietary or a trade secret. Any such information which is marked confidential shall be treated confidential by the receiving party and shall not be disclosed to any other person without the prior consent of the disclosing party.

### **Section 10.9 Counterparts**

This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]