

EXHIBIT A

DESCRIPTION OF SITE

The Premises is all of the following tracts or parcels of land, situated in Harper County, State of Kansas, consisting of 155 acres, more or less, more particularly described as follows:

WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) AND WEST HALF OF THE SOUTHWEST QUARTER (W/2 SW/4), less a .57 acre tract in SECTION ELEVEN (11), TOWNSHIP THIRTY-ONE (31) SOUTH, RANGE EIGHT (8) WEST OF THE 6th P.M., IN HARPER COUNTY, KANSAS;

In the event of inaccuracies in the foregoing legal description, Lessee and Lessor shall modify this Exhibit "A" to correct the inaccuracies.

Tax Reference:

Parcel 041-11-0-00-003.00-0-01: S11-T31S-R08W (155 acres)

Copy to FC for lien - requested by FC after
BP contacted FC.

K5021766

Suz mailed to FC. 2/25/12 - Sat sc

W2 Sec11-31-8

Land Lease and Wind Easement

This Land Lease and Wind Easement (this "Lease") is made effective as of the last date executed by a party hereto (the "Effective Date") by and between C. David Williams, III and S. Eileen Ochoa, as Joint Tenants (collectively hereinafter "Lessor"), and BP Wind Energy North America Inc., a Virginia corporation (hereinafter "Lessee").

WITNESSETH:

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

WHEREAS, Lessee desires to obtain a land lease and wind 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, not to be unreasonably withheld, conditioned or delayed. Lessee shall also be entitled to ingress and egress over and across the Premises to and from its Wind Facilities and appurtenant equipment and electrical power lines, whether located on the Premises or elsewhere, and such additional areas of the Premises as shall be reasonably necessary to access a public roadway.
- (c) Lessor reserves all rights to use the Premises except to the extent Lessor's use interferes with Lessee's use of the Premises in accordance with this Lease or violates the provisions of this Lease, including Section 5.

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, whether located on the Premises or elsewhere, unless Lessor has received approval from Lessee for any such trees, structure or improvement, such approval will not be unreasonably withheld. 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) This Lease shall be effective for a period of forty (40) years from the date of the Lease (such period as may be extended as set forth herein, the "Term"), unless terminated earlier in accordance with the terms of this Lease, which period may be extended for one (1) additional period of ten (10) years upon 90 days prior written notice from Lessee to Lessor.
- (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 execute a new lease substantially in the form of this Lease with a term of no longer than the remaining balance of the Term (including the extension option set forth in paragraph (a) above) 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, as such Term may be extended in accordance herewith;
- (b) The written agreement of the parties to terminate this Lease;
- (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;
- (d) After the commencement of operation of the Wind Facilities as described 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 twelve (12) months for reasons other than a Force Majeure;
- (e) After expiration of the useful economic life of the Wind Turbines installed by Lessee, including re-powered Wind Turbines, as provided in Section 4.3, Lessee gives written notice of termination of this lease; or
- (f) Lessee fails to pour the foundation for the first Wind Turbine to be installed on the Project (as

defined below) within ten (10) 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 Lease 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 ("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 Lease shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. Rent and Taxes

Section 3.1 Rent

- (a) Prior to the Installation Date (defined below), Lessee shall pay to Lessor a minimum annual rental payment equaling the greater of (i) Five Hundred and 00/100 Dollars (\$500.00), or (ii) Three and 00/100 Dollars (\$3.00) per acre of land comprising the Premises as described in Exhibit A (the "Pre-Installation Rent"). All Pre-Installation Rent obligations shall be prorated for any partial year and are payable only for the portion of the Term prior to the Installation Date. All Pre-Installation rent payments shall be due and payable on or before the anniversary date of this Lease, with the first payment due within thirty (30) days after execution of the Lease.
- (b) After the Installation Date, Lessee shall pay to Lessor an annual rental payment equal to the greater of: (i) the Applicable Percentage (as defined below) of the Gross Revenues (as defined below) received by Lessee from the sale of electricity generated (actual production in MWh, as measured at the transmission substation's busbar) by Wind Facilities owned by Lessee located on the Premises (the "Percentage Rent"), or (ii) Three Thousand and No/100 Dollars (\$3,000.00) per megawatt of rated capacity installed on the Premises (the "Minimum Turbine Rent"), for each year of the Term. The per megawatt dollar amount used to calculate Minimum Turbine Rent shall be adjusted annually by the increase or decrease in the Gross Domestic Product Implicit Price Deflator Index for all goods and services, published in the Survey of Current Business by the United States Department of Commerce, Bureau of Economic Analysis ("Index"), but not more than five percent (5%) per year. The base for computing the increase or decrease in the Index for this purpose shall be the Index for the third calendar quarter of the calendar year immediately preceding the Installation Date (the "Beginning Index"). The adjustment shall be effective for every full calendar year following the first date that electricity is generated and sold from the Premises, and shall be determined by multiplying such amount to be adjusted by a fraction, the numerator of which is the Index published for the third calendar quarter of the calendar year immediately prior to each adjustment and the denominator of which is the Beginning Index. If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised." The "Installation Date" means the first date by which Lessee's Project transmission facilities and all of the Wind Turbines to be constructed by Lessee on the Premises have been completed, tested and certified by all of the relevant manufacturers and suppliers to the extent necessary to demonstrate to Lessee's satisfaction that such Wind Turbines are capable of continuously producing electricity at nameplate

capacity and delivering it to the electric transmission grid. The "Applicable Percentage" shall be:

- (1) For the first ten (10) full calendar years after the Installation Date, three percent (3.0%) per year;
- (2) For full calendar years eleven (11) through twenty (20), inclusive, after the Installation Date, four percent (4.0 %) per year;
- (3) For full calendar years twenty one (21) through thirty (30), inclusive, after the Installation Date, five percent (5.0 %) per year; and
- (4) For full calendar year thirty one (31) after the Installation Date and thereafter until the expiration or termination of the Lease, six percent (6.0%) per year.

(c) 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, but shall not be limited to, green tags, emissions credits, renewable portfolio standard certificates and any other non-electricity revenues from the Wind Facilities, but shall not be deemed to include any PTCs (as defined in Section 3.1(d)).

(d) Lessor and Lessee acknowledge that the Percentage Rent has been established based upon, among other things, the amount, terms and conditions of the U.S. Production Tax Credits ("PTCs") as in effect on December 31, 2007 and projected to be generated by the Project ("Original PTC Amounts"), and that electricity generated on the Premises is sold under a power purchase agreement ("PPA") or similar contract to a purchaser that is not affiliated with Lessee. Lessor and Lessee agree that if either (i) the PTCs to be generated by the Project as of commencement of operation of the Wind Facilities are different from the Original PTC Amounts due to a change in amount, terms or conditions of the PTCs from those in effect on December 31, 2007, or (ii) electricity generated by the Wind Turbines installed on the Premises is not sold under a bona fide arm's length PPA or similar contract to a purchaser that is not affiliated with Lessee, then the first five (5) sentences of Section 3.1(b) above shall be deleted and replaced in its entirety by the following:

"3.1(b) After the Installation Date, Lessee shall pay to Lessor \$1.30 per MWh of electricity generated (actual production in MWh, as measured at the transmission substation's busbar), by Wind Facilities owned by Lessee located on the Premises (the "Production Rent") or a minimum annual payment of Three Thousand and 00/100 Dollars (\$3,000.00) per megawatt of rated capacity installed on the Premises (the "Minimum Turbine Rent"), whichever is greater, for each year of the Term. The monetary component of the Production Rent shall be adjusted annually by the increase or decrease in the Gross Domestic Product Implicit Price Deflator Index for all goods and services, published in the Survey of Current Business by the United States Department of Commerce, Bureau of Economic Analysis ("Index"), but not more than five percent (5%) per year. The base for computing the increase or decrease in the Index for this purpose shall be the Index for the third calendar quarter of the calendar year immediately preceding the Installation Date (the "Beginning Index"). The adjustment shall be effective for every full calendar year following the first date that electricity is generated and sold from the Premises, and shall be determined by multiplying such amount to be adjusted by a fraction, the numerator of which is the Index published for the third calendar quarter of the calendar year immediately prior to each adjustment and the denominator of which is the Beginning Index. If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced

shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.”

- (e) Lessee’s obligation to pay Percentage Rent, Production Rent or Minimum Turbine Rent, as applicable, shall commence on the Installation Date 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. All Minimum Turbine Rent obligations shall be prorated for any partial year.
- (f) After the Wind Facilities in the Project commence commercial operations by delivering commercial quantities of electricity to the electric utility grid (“Project COD”), if, and thereafter for so long as, no Wind Turbines have been constructed or are being constructed on the Premises, Lessee shall make the following payments to Lessor:
- (1) If only underground transmission or collection lines are installed on the Premises, a one-time payment in an amount equal to the product of (i) Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) (prorated for each partial mile) multiplied by (ii) the number of miles of underground transmission or collection cables constructed by Lessee on the Premises, to be paid not later than forty-five (45) days after the first calendar quarter ended after completion of such improvements; or
 - (2) If above-ground transmission or collection lines or roads are installed on the Premises, or if Lessee designates for use roads on the Premises existing prior to the Effective Date, an amount equal to the product of (i) the Acreage Payment Amount (as defined below) multiplied by (ii) the number of acres included in the Premises at the time such payment is due. The “Acreage Payment Amount” shall mean:
 - for full calendar years 1 through 10, inclusive, following Project COD, Three Dollars (\$3.00);
 - for full calendar years 11 through 20, inclusive, following Project COD, Four Dollars (\$4.00);
 - for full calendar years 21 through 30, inclusive, following Project COD, Five Dollars (\$5.00); and
 - for full calendar year 31 following Project COD through the end of the Term, Six Dollars (\$6.00).

Such payment shall be paid annually not later than forty-five (45) days after the end of each calendar year following the first full calendar year after Project COD.

- (g) If Lessee installs a tower, sensors, and data logging electronics on the Premises for the sole purpose of collecting meteorological data (a “Met Station”), Lessee shall pay Lessor a fee of Five Hundred Dollars (\$500.00) per Met Station per year while the Met Station is installed. The Met Station Fee will be paid annually and within thirty (30) days after the end of each calendar year, beginning with the year in which the Met Station is installed, prorated for any partial year.

- (h) If the electric substation for the Project is installed on the Premises, then Lessee may purchase or lease the actual acreage occupied by the substation. Upon the exercise of its rights under this Section 3.1(h), Lessee shall make a one-time payment to Lessor payable within thirty (30) days of the Installation Date, equal to two (2) times the fair market value of such acreage for its current or reasonably expected land use. If the parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Lessor and Lessee.

Section 3.2 Payments

Lessee shall, upon execution hereof, pay Lessor an advance payment of Pre-Installation Rent equal to the amount payable under Section 3.1(a) for the first year of the Term and Lessor acknowledges receipt of this amount. After the Installation Date, Lessee shall pay Lessor one-quarter of the Minimum Turbine Rent due, each calendar quarter during the Term. To the extent Lessee receives revenues from the sale of electricity generated by the Wind Facilities on the Premises for any quarter during the Term which would entitle Lessor to Percentage Rent or Production Rent in addition to Minimum Turbine Rent for that quarter, Lessee shall pay Lessor the difference between the Percentage Rent or Production Rent due, as applicable, and the Minimum Turbine Rent for the quarter no later than forty-five (45) days after the end of the applicable quarter.

Section 3.3 Records

Lessor shall be entitled to copies of any statements or payment records from the purchasers of electricity and any invoices, receipts, production records or other information necessary for Lessor to confirm the compensation and accuracy of Percentage Rent or Production Rent, as applicable, 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 or Production 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 or Production 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 or Production 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 Pre-Installation Rent,

Minimum Turbine Rent, Percentage Rent or Production Rent, as applicable, 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 Premises 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 sixty (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, 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 its Wind Facilities as set forth in Section 9.2. 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 agrees to indemnify Lessor for such net costs and agrees to reimburse Lessor for those amounts reasonably incurred, within sixty (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 applicable federal, state or local laws, statutes or ordinances, 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

Lessee shall obtain and maintain, or cause to be maintained, in force policies of insurance covering the Wind Facilities and Lessee's activities on the Premises at all times during the Term, including specifically commercial general liability insurance with a combined single limit of liability for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per occurrence and with an annual general aggregate of One Million Dollars (\$1,000,000.00). Such insurance coverage for the Wind Facilities and Premises may be provided as part of a blanket policy provided the limits required herein apply separately to occurrences related to the Wind Facilities and Lessee's activities on the Premises. Any such policies shall name Lessor as an additional insured and shall provide for thirty (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. In the event Lessee elects to self-insure, then upon request by Lessor, Lessee will deliver a Memorandum of Insurance or a written statement confirming Lessee's self insurance status to Lessor.

ARTICLE V. Lessor's 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

(a) 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.

(b) Under no circumstances shall Lessee or any of Lessee's invitees, agents or contractors hunt on the Premises. Lessor expressly reserves the right to hunt or to allow its invitees and licensees to hunt on the Premises, so long as such hunting is done in a safe manner and does not interfere with Lessee's use of the Premises, damage any Wind Facilities, or endanger or injure any of Lessee's personnel, business invitees, agents, contractors or property belonging to Lessee, Lessee's invitees, agents or contractors. If Lessor authorizes any such hunting, Lessor shall indemnify Lessee from any such interference, damage or injury caused by hunting authorized by Lessor, but not otherwise. Notwithstanding the foregoing, Lessor shall not permit any hunting during periods when Lessee's or Lessee's contractors' construction personnel are present on the Premises during construction or repair of any Wind Turbine, Site and/or Wind Facilities. Such prohibition shall apply to Lessor and its employees, invitees and licensees, and Lessor shall include such prohibition in all agreements granting hunting rights on the Premises. The provisions of this paragraph shall survive termination of this Lease.

(c) During the Term of this Lease, Lessor shall not lease or grant an easement right with respect to the Premises to any other entity for the purpose of development, construction and/or operation of any 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, 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, such amount shall be determined by a written appraisal performed by an independent appraiser reasonably acceptable to Lessor and Lessee.. Should a growing crop be damaged or destroyed by Lessee, Lessor shall be compensated at the rate of the average production per acre in the general area as determined by the local NRCS Office, multiplied by the current market price. Lessee will take reasonable care when removing top soil, to separate said top soil from the subsoil, and to restore said top soil to the surface to the satisfaction of Lessor, so as to, as nearly as possible, restore the land to its original state after operations on the Premises have been completed. 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 Premises.

Section 6.3 Surface Damage Upon Termination/Decommission.

Upon termination of this Lease and/or decommission of the Wind Facilities located on the Premises, Lessee shall bear all costs and expenses of removal of the Wind Turbines and Wind Facilities associated therewith, with damages to Premises being assessed and determined as set forth in Section 6.2 above.

Section 6.4 Limitation on Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LESSOR AND LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.

Section 6.5 Waiver of Jury Trial

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

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. Lessee shall provide Lessor with Lender's address and appropriate notification information. 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; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee, (iii) Lessee shall not be relieved from its obligations under this Lease by virtue of the assignment or conveyance unless (x) Lessee assigns or conveys its entire interest under the Lease to the assignee or transferee and the assignee or transferee, at the time of such assignment or conveyance, demonstrates its ability to perform (as measured by reasonable industry standards) the Lessee's obligations, covenants and conditions of the Lessee under this Lease in their entirety or (y) such assignment or conveyance is to a majority-owned subsidiary of Lessee. In the event Lessee assigns its interest under this Lease in accordance with this Section 7.2(a), Lessor shall, upon the request of the assigning Lessee, enter into a separate lease agreement with the assigning Lessee whereby Lessor will lease the Premises to the assigning Lessee for a term not extending beyond the then-remaining portion of the Term (including any extension or option to extend thereof) on a non-exclusive basis for access, ingress and egress and for the purposes of developing, constructing, reconstructing, maintaining, replacing, refurbishing or operating underground and overhead electrical collection, transmission and communications lines and related facilities and equipment. The parties each agree that the foregoing agreement and the execution of any lease agreement in connection therewith does not interfere or conflict with the exclusive nature of this Lease.
- (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 in writing of the terms of the

assignment if those terms require Lessee 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

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 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 (based on the full Term of the Lease, without regard to termination thereof caused by the taking). Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure - Delays

Except as otherwise expressly provided in this Lease, should the performance of any act required by this Lease to be performed by either Lessor or Lessee be prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

ARTICLE IX. Default and Termination

Section 9.1 Events of Default

Each of the following shall constitute an event of default, which shall permit the nondefaulting party to pursue such remedies as may be available at law or equity (subject to Section 6.4).

- (a) any failure by Lessee to pay Pre-Installation Rent, Minimum Turbine Rent, Percentage Rent or Production Rent, as applicable, if the failure to pay continues for thirty (30) days after written notice from Lessor; or
- (b) 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, remove all above-ground Wind Facilities (other than roads) and all underground Wind Facilities down to a depth of four feet from the Premises, and restore the soil surface of the Premises to a condition reasonably similar to its original condition, all at Lessee's expense. Lessee shall have two hundred forty (240) days from the date this Lease expires or is terminated to remove such 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.

Section 9.5 Lessee Termination

Subject to Section 7.1(b), Lessee shall have the right to terminate this Lease, as to all or any part of the Premises at any time and/or for any reason, effective upon notice from Lessee to Lessor.

ARTICLE X. Miscellaneous

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Lease must be in writing and given by personal delivery or telecopier, delivered by Federal Express or other reputable overnight courier, or sent by registered mail or certified mail, return receipt requested, and postage prepaid, and

shall be sent to the respective parties as follows:

To Lessor: C. David Williams, III and S. Eileen Ochoa
702 N. Bluff
Anthony, KS 67003
Tel: (620) 842-5916

To Lessee: BP Wind Energy North America, Inc
700 Louisiana Street, 33rd Floor
Houston, TX 77002
Attention: Land Manager
Tel: (713) 354-2130
Fax: (713) 354-2120

Each Party may change its address (and the person(s) to whom notice is to be sent) by giving written notice of such change to the other parties in the manner provided in this Section 10.1. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

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 Kansas and shall be governed by the laws of the State of Kansas. Exclusive venue for any action arising out of or related to this Lease shall be in the United States District Court for the District of Kansas.

Section 10.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents, including a Memorandum of this Lease for recording purposes, 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 to any subsequent or other matter.

Section 10.7 Relationship of Parties

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 or otherwise indicated as 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. The receiving party agrees that it shall make disclosure of any such confidential information only to attorneys, consultants, or agents (each individually its "Representative" and collectively, its "Representatives") to whom disclosure is reasonably necessary during the course of the performance of their respective obligations under this Lease. The receiving party shall appropriately notify such Representatives that the disclosure is made in confidence and shall be kept in confidence in accordance with this Lease. The receiving party shall be responsible for the failure of such Representatives to comply with the terms of hereof. The terms and conditions of this Lease shall be deemed confidential and subject to the provisions of this Section 10.8. The provisions of this Section 10.8 shall survive the expiration or earlier termination of this Lease.

Section 10.9 Partial Invalidity

Should any provision of this Lease be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. If the Term of the Lease, or other right hereunder are found to be in excess of the longest duration permitted by applicable law, then the provisions hereof which specify such term of duration shall be severed from this Lease, and the Term instead shall expire on the latest date permitted by applicable law.

Section 10.10 Counterparts

This Lease 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.

[signatures appear on the following page]

IN WITNESS WHEREOF, this Lease has been duly executed on the day and date set forth below the respective signatures of Lessor and Lessee to be effective as of the last date executed by a party hereto.

C. David Williams, III, Lessor

By: C. David Williams III
Name: C. David Williams, III, a single person
Date: 4/29/10

S. Eileen Ochoa, Lessor

By: S. Eileen Ochoa, by C. David Williams III, POA
Name: C. David Williams, III, Attorney-in-Fact for
S. Eileen Ochoa, a single person
Date: 4/29/10

BP Wind Energy North America Inc.,
a Virginia corporation

By: [Signature]
Name: D. E. Broadfoot
Its: Attorney-in-Fact
Date: MAY 10 2010