

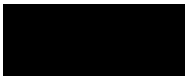
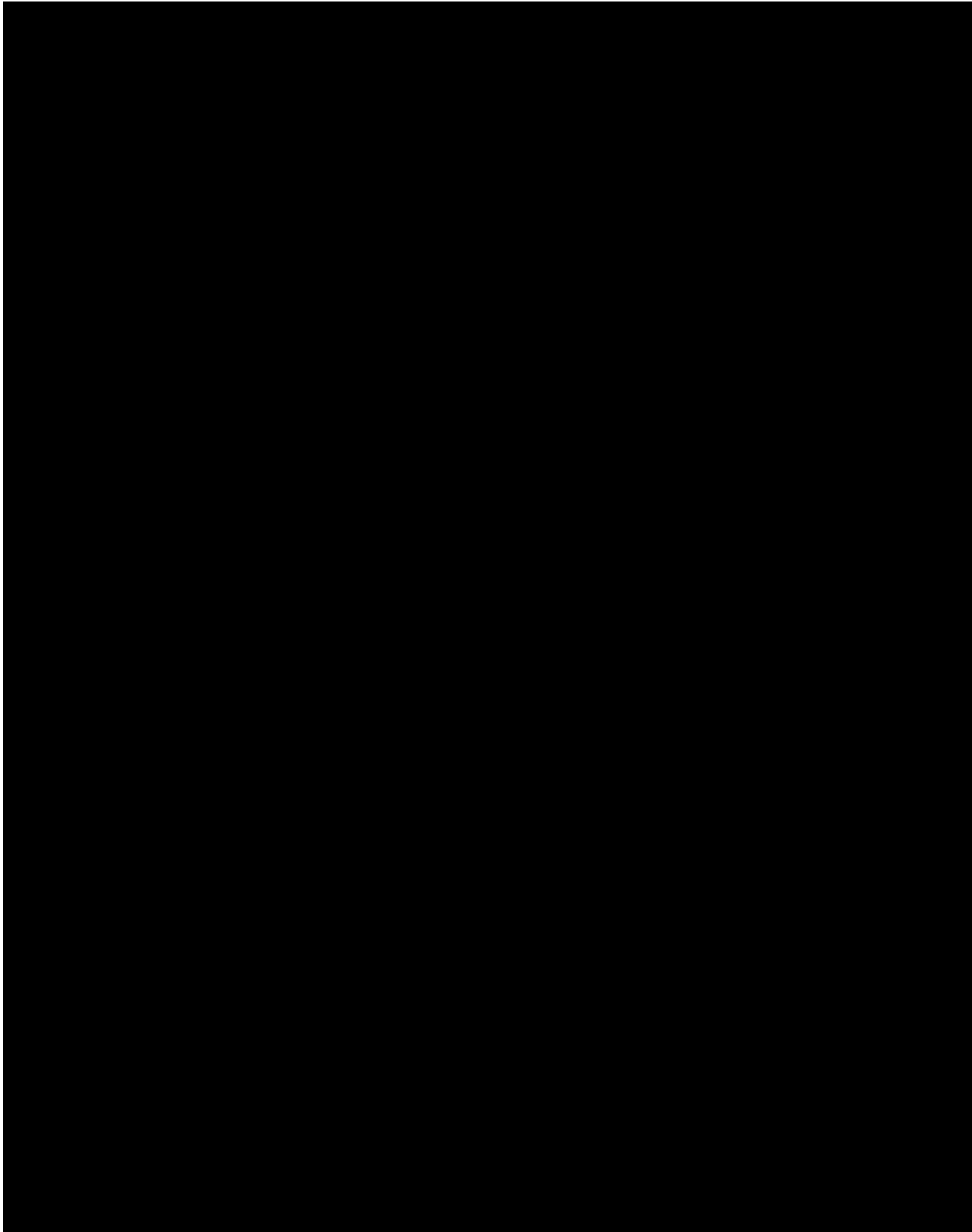
LAND LEASE AND WIND EASEMENT

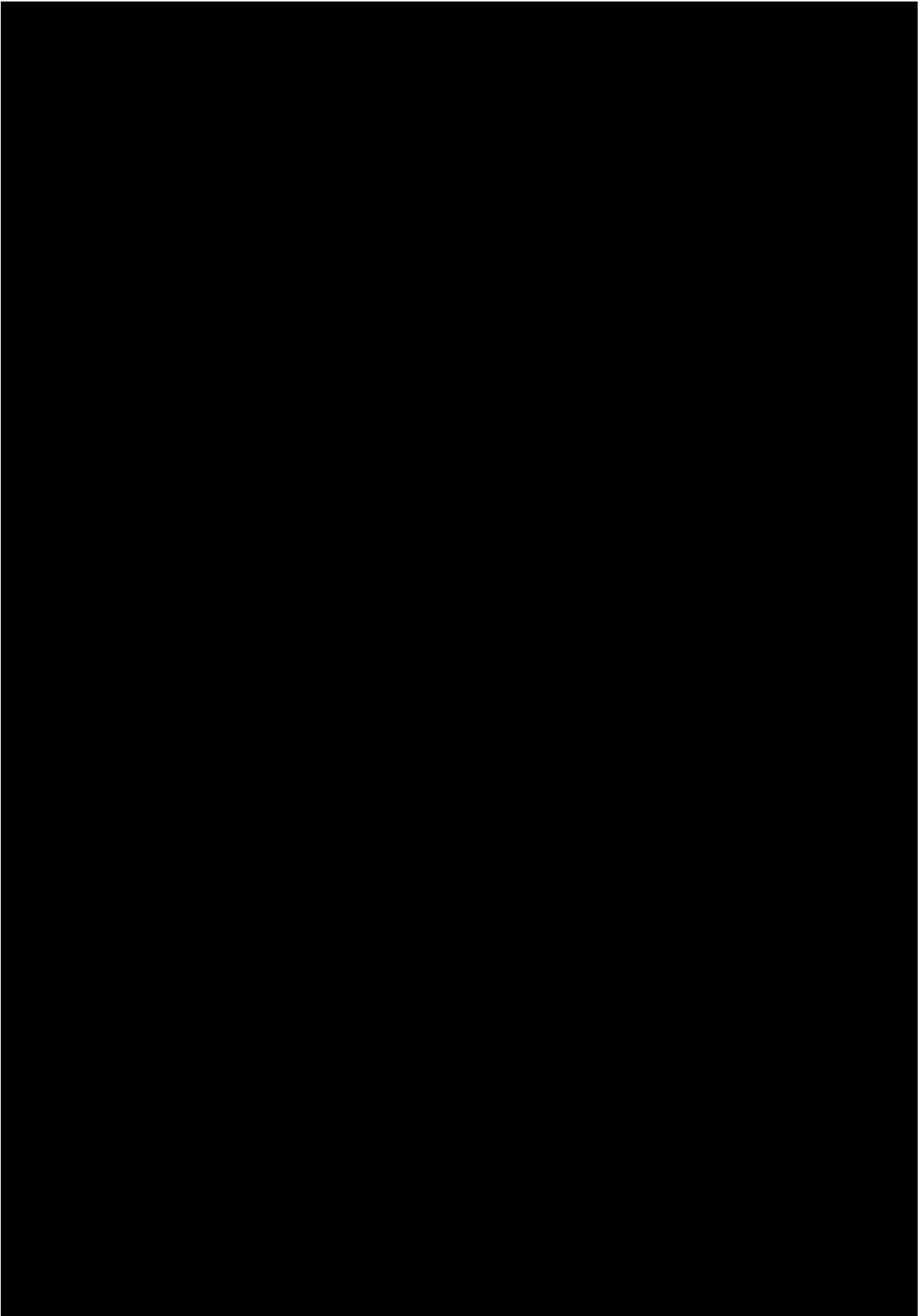
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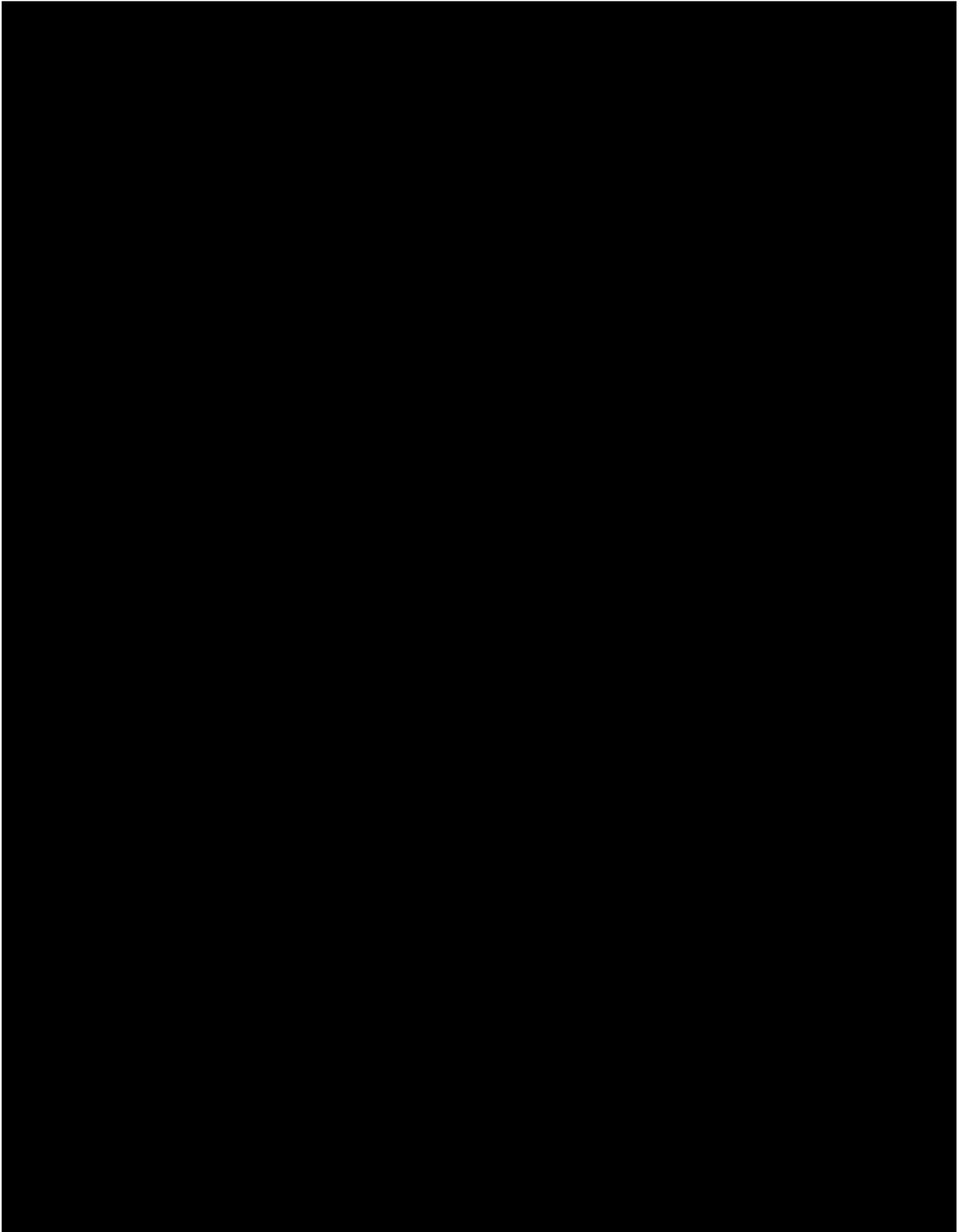
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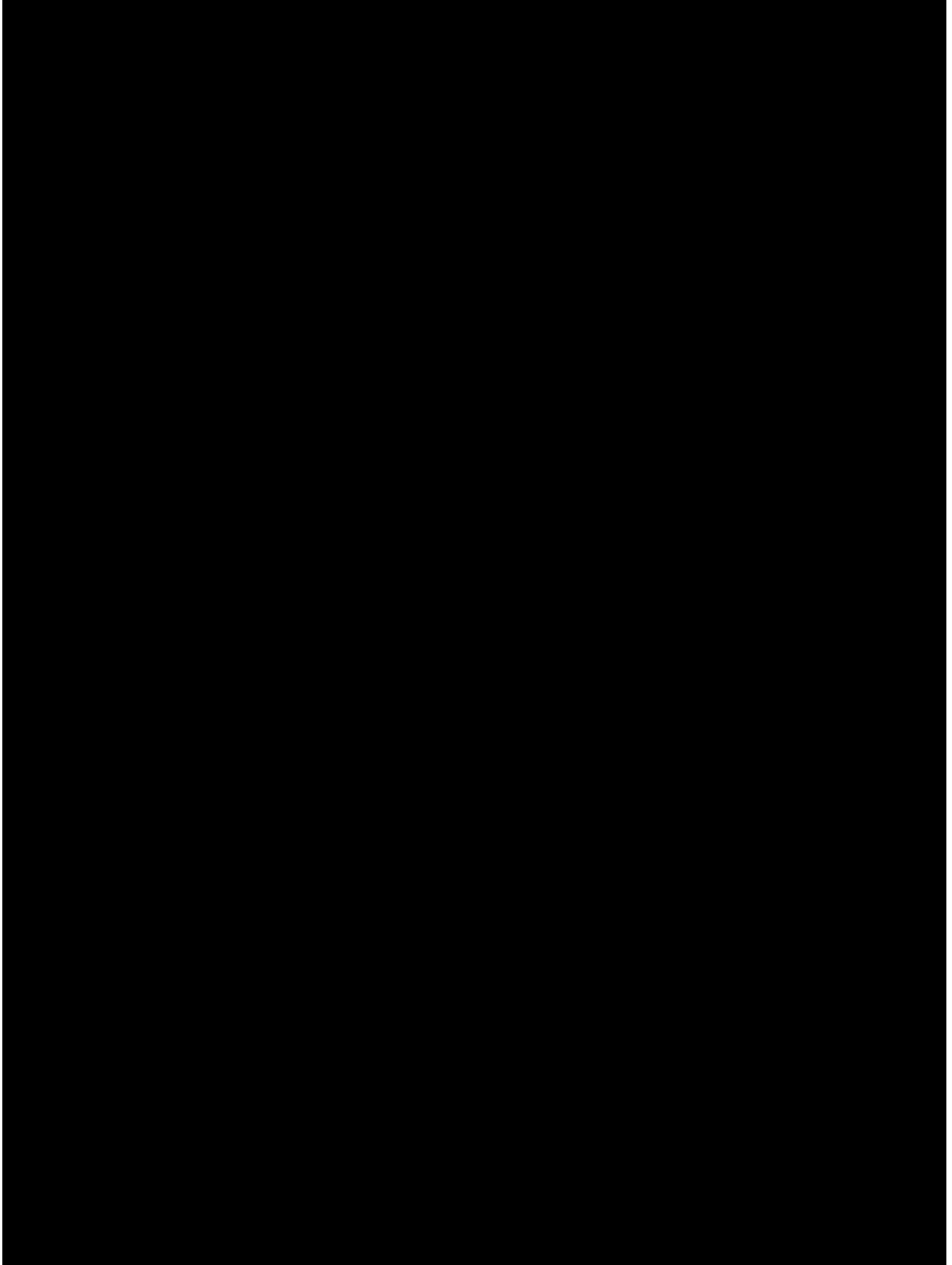
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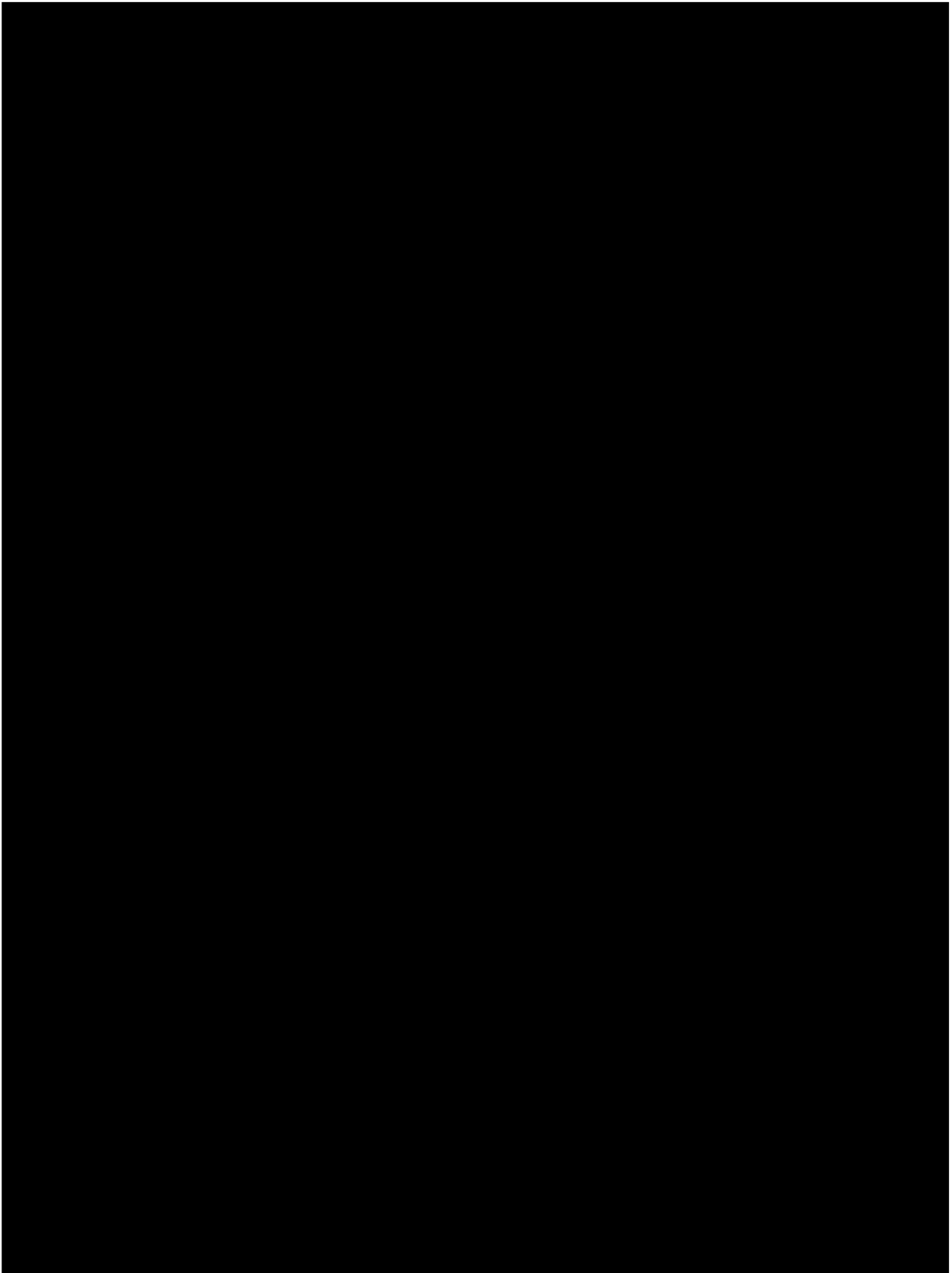
LAND LEASE AND WIND EASEMENT

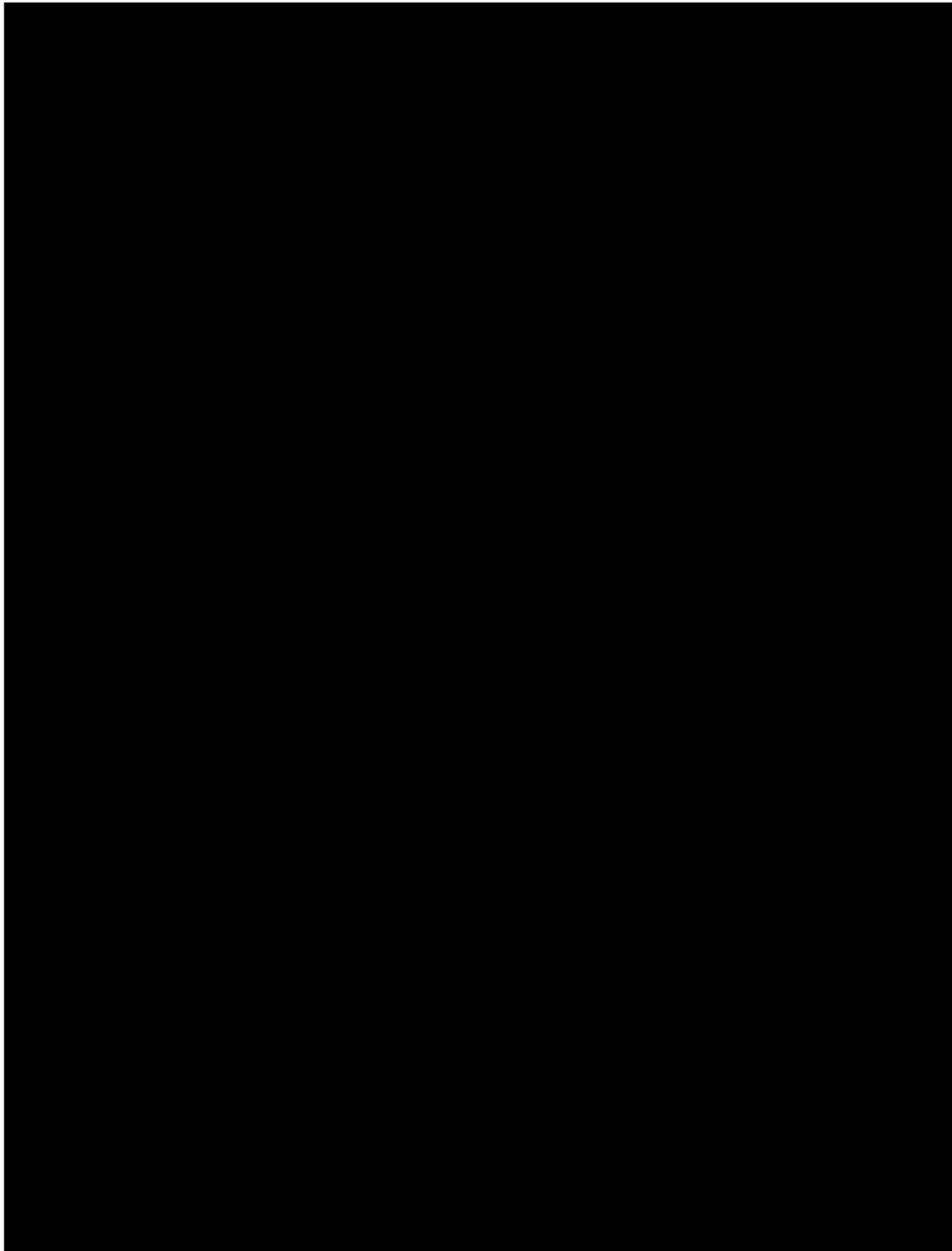


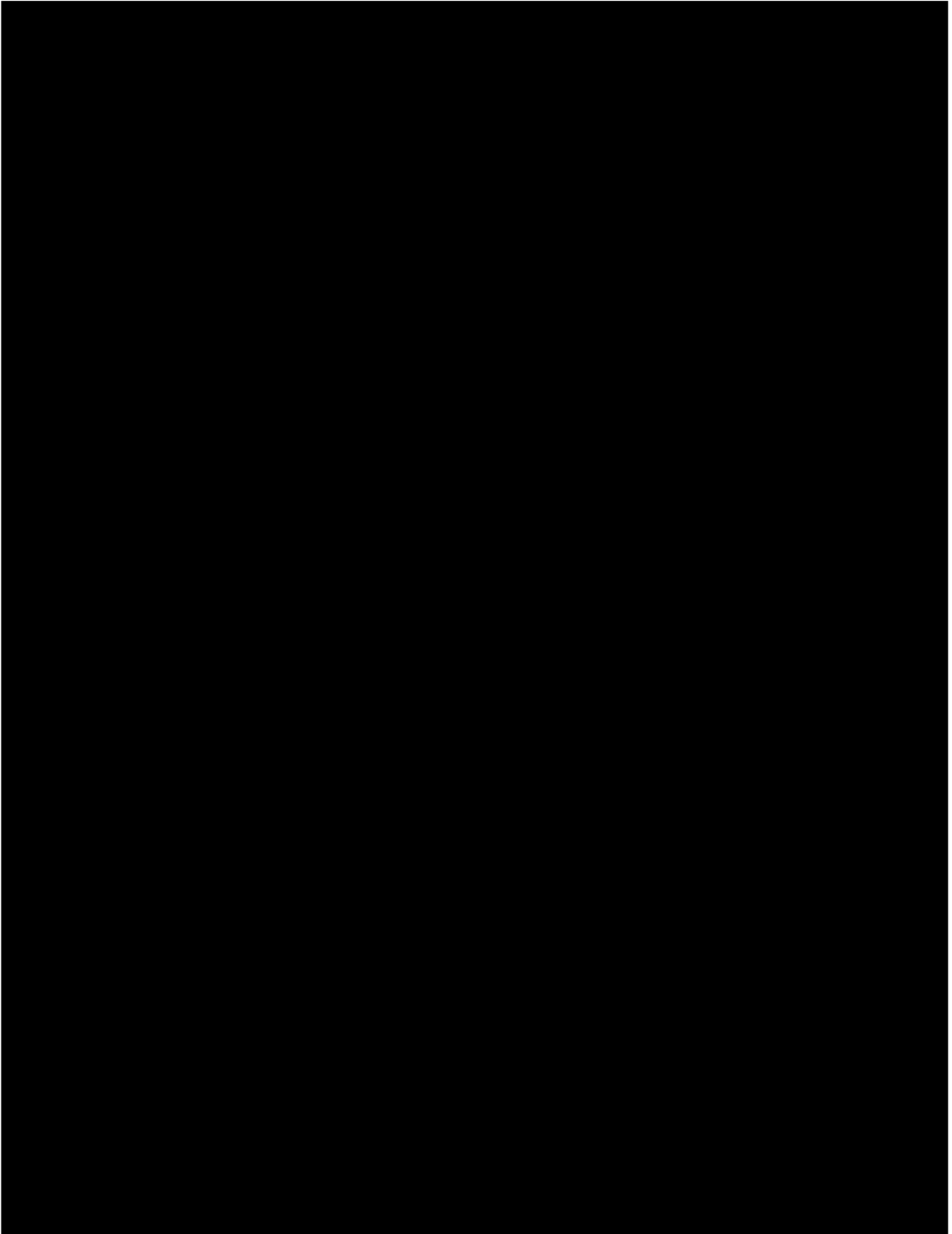


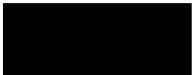
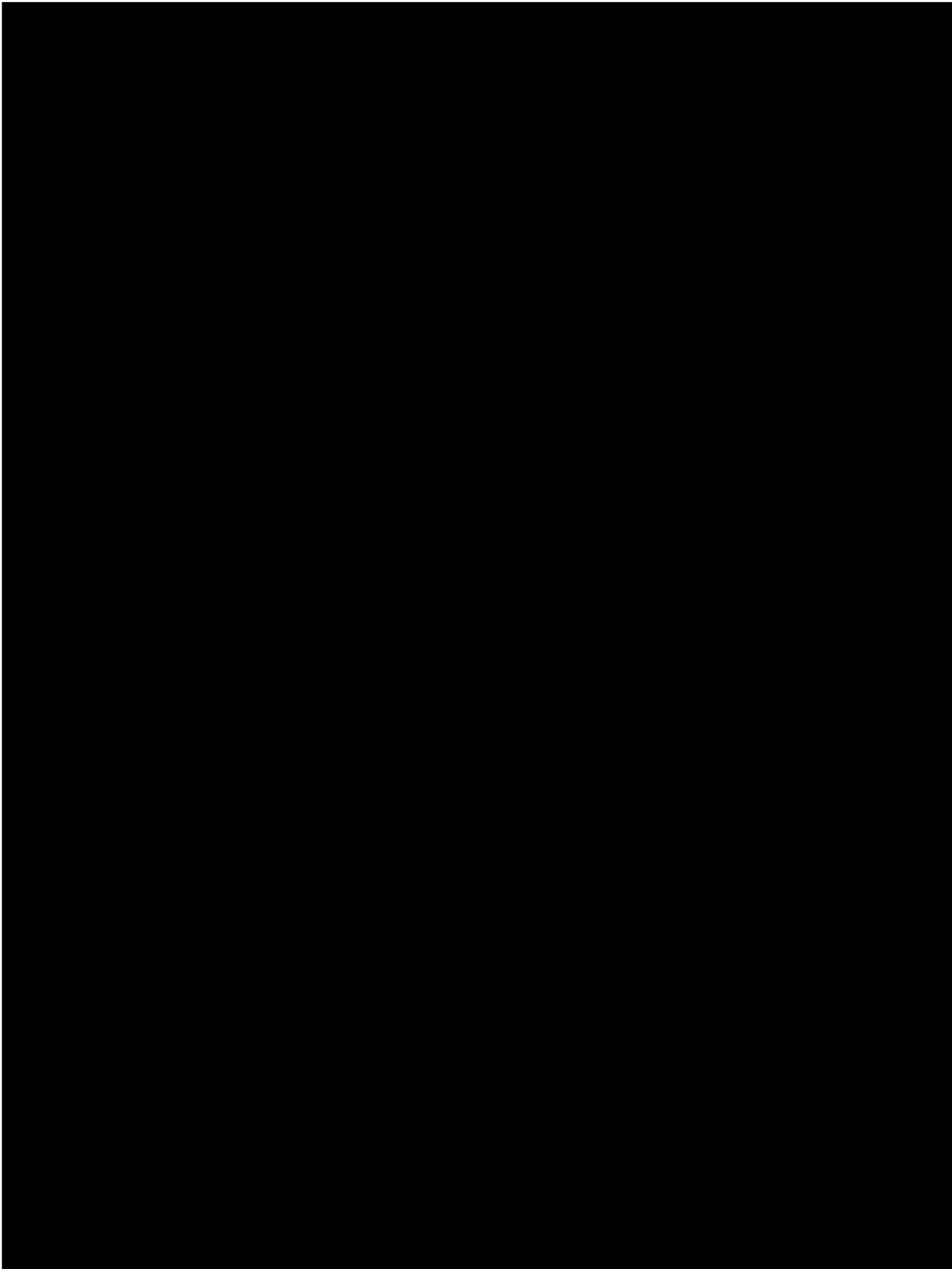








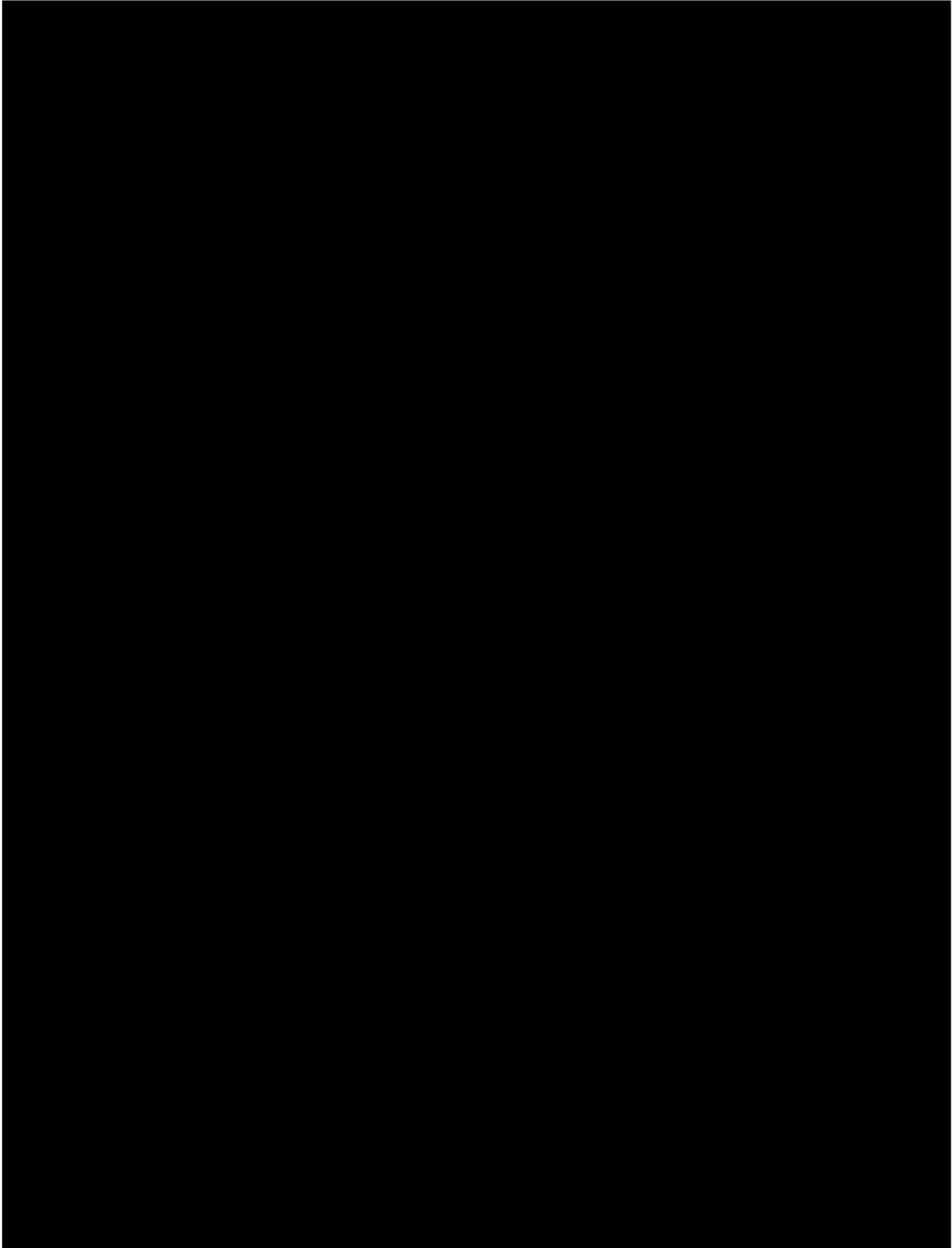


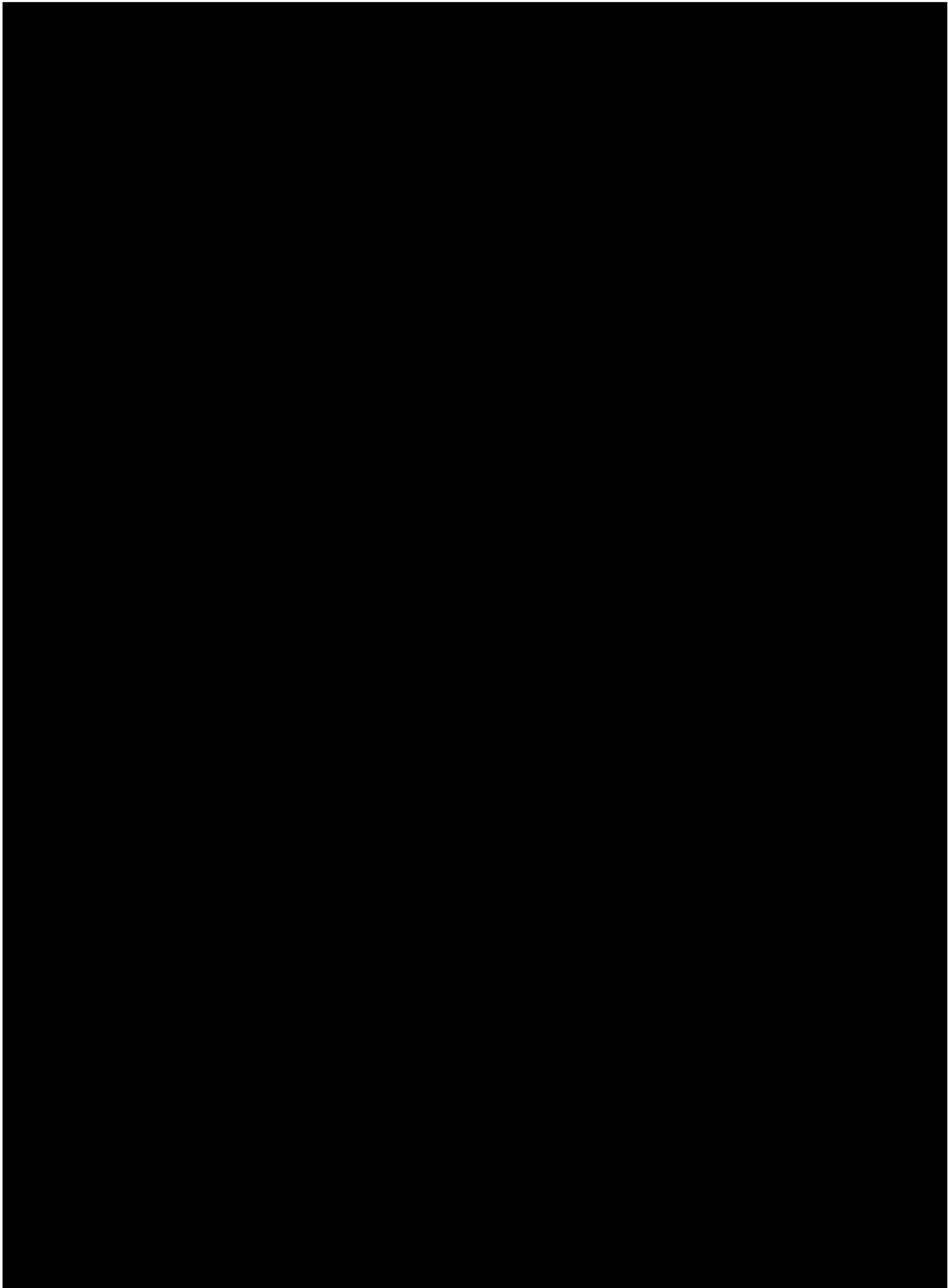


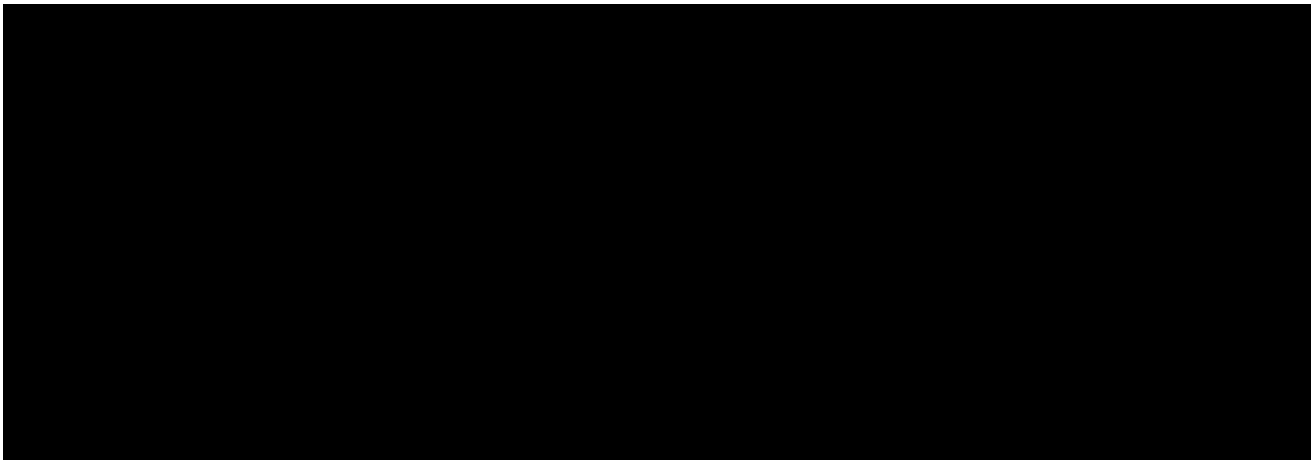


Section 4.5 Insurance

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, for the period prior to commencement of construction of any Wind Facilities on the Premises other than meteorological towers, and three million dollars, for the period commencing on the Construction Date. Such insurance coverage for the Wind Facilities and Premises may be provided as part of a blanket policy that covers other wind facilities or properties as well. Any such policies shall name Lessor as an additional insured. Lessee agrees to provide Lessor with not less than 30 days prior written notice of any cancellation or material change in such insurance. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. Lessee shall also reimburse Lessor for any increase in Lessor's insurance premiums relating to the Premises, to the extent that such increase is directly caused by the installation of the Wind Facilities or Lessee's operations on the Premises.







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 (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of 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.

