



2022 STANDARD OFFER RFP APPLICATION

I. PLANT INFORMATION		
PLANT NAME <i>Walnut Lane Wind</i>		
PROPOSAL PRICE [\$ / kWh to four decimal places] <i>\$ 0.2540</i>	PROPOSAL SECURITY [\$10/kW] <i>\$ 220.00</i>	
PLANT TECHNOLOGY [Check One]		
<input type="checkbox"/> Solar		
<input type="checkbox"/> Biomass		
<input type="checkbox"/> Landfill Gas		
<input checked="" type="checkbox"/> Small Wind ≤ 100 kW		
<input type="checkbox"/> Large Wind > 100 kW		
<input type="checkbox"/> New Hydroelectric		
<input type="checkbox"/> Food Waste Anaerobic Digestion		
NAMEPLATE CAPACITY IN kW [kW AC for Solar] <i>22 kW</i>	INTERCONNECTING UTILITY <i>Morrisville Water + Light Dept.</i>	
PLANT STREET ADDRESS <i>167 Walnut Lane</i>		
PLANT CITY <i>Walcott</i>	STATE <i>Vt</i>	ZIP CODE <i>05680</i>
PLANT TECHNOLOGY BLOCK [Check ONLY One]		
DEVELOPER BLOCK		PROVIDER BLOCK [For Utility Use Only]
<input type="checkbox"/> Price-Competitive		<input type="checkbox"/> Provider Plant
OR		
<i>Technology Diversity:</i>		
<input type="checkbox"/> Biomass		
<input checked="" type="checkbox"/> Small Wind ≤ 100 kW		
<input type="checkbox"/> Large Wind > 100 kW		
<input type="checkbox"/> New Hydroelectric		
<input type="checkbox"/> Food Waste Anaerobic Digestion		



2022 STANDARD OFFER RFP APPLICATION

II. PROPONENT CONTACT INFORMATION		
PROPONENT LEGAL COMPANY NAME Ellcott Co.		
ORGANIZATION TYPE [Corporation, LLC, etc.] Corporation	ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF VT	
BUSINESS MAILING ADDRESS 167 Walnut Lane		
CITY Wolcott	STATE VT	ZIP CODE 05680
CONTACT PERSON NAME AND TITLE Randy Baker - Owner		
PHONE NUMBER 802-760-7828	E-MAIL ellcott@myfairpoint.net	

III. THRESHOLD REQUIREMENTS	
Is the plant nameplate capacity 2.2 MW or less?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant located in Vermont?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the proposal price at or below the avoided cost cap?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant commissioned on or after 9/30/09?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant permitted as a net metering system?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is the plant already selling its output to VEPP Inc. or the Vermont electric utilities?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO



2022 STANDARD OFFER RFP APPLICATION

IV. CERTIFICATIONS

By signing below, proponent hereby certifies the following:

If proposed plant is wood biomass, we hereby certify that we are proposing a plant with a design system efficiency (the sum of full load design thermal output and electric output divided by the heat input) of at least 50%.

If proposed plant is food waste, we hereby certify that the proposed food waste anaerobic digestion plant will be fueled greater than 50% by volume from food residuals as defined in 10 V.S.A. § 6602(31).

If proposed plant is located at, adjacent to, or near an existing or proposed renewable energy generation facility, proponent hereby certifies that the two facilities would be considered separate plants under 30 V.S.A. § 8002(18).

Proponent hereby certifies that it has site control of the land on which the proposed plant will be constructed.

Authorized Representative Signature:



Name:

Randy Booker

Title:

Owner

Date:

4-28-2022



2022 STANDARD OFFER RFP APPLICATION

I. PLANT INFORMATION						
PLANT NAME Alburgh Wind A						
PROPOSAL PRICE [\$ / kWh to four decimal places] \$ <u>0.258</u> _____	PROPOSAL SECURITY [\$10/kW] \$ <u>500.00</u> _____					
PLANT TECHNOLOGY [Check One]						
<input type="checkbox"/> Solar <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Biomass <input type="checkbox"/> Food Waste Anaerobic Digestion <input type="checkbox"/> Landfill Gas <input checked="" type="checkbox"/> Small Wind ≤ 100 kW <input type="checkbox"/> Large Wind > 100 kW						
NAMEPLATE CAPACITY IN kW [kW AC for Solar] 50 kW	INTERCONNECTING UTILITY VEC					
PLANT STREET ADDRESS 132 Rt. 2, Alburgh, VT SPAN 009 003 10167						
PLANT CITY Alburgh	STATE VT	ZIP CODE				
PLANT TECHNOLOGY BLOCK [Check ONLY One]						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0e0e0;"> <th style="padding: 5px;">DEVELOPER BLOCK</th> <th style="padding: 5px;">PROVIDER BLOCK [For Utility Use Only]</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px; vertical-align: top;"> <input type="checkbox"/> Price-Competitive <div style="text-align: center;">OR</div> <i>Technology Diversity:</i> <input type="checkbox"/> Biomass <input checked="" type="checkbox"/> Small Wind ≤ 100 kW <input type="checkbox"/> Large Wind > 100 kW <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion </td> <td style="padding: 5px; vertical-align: top;"> <input type="checkbox"/> Provider Plant </td> </tr> </tbody> </table>	DEVELOPER BLOCK	PROVIDER BLOCK [For Utility Use Only]	<input type="checkbox"/> Price-Competitive <div style="text-align: center;">OR</div> <i>Technology Diversity:</i> <input type="checkbox"/> Biomass <input checked="" type="checkbox"/> Small Wind ≤ 100 kW <input type="checkbox"/> Large Wind > 100 kW <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion	<input type="checkbox"/> Provider Plant		
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II. PROPONENT CONTACT INFORMATION		
PROPONENT LEGAL COMPANY NAME Windmill Point Investments		
ORGANIZATION TYPE [Corporation, LLC, etc.] LLC	ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF Vermont	
BUSINESS MAILING ADDRESS 4903 Main St		
CITY Manchester Center	STATE VT	ZIP CODE 05255
CONTACT PERSON NAME AND TITLE Paul W. Carroccio		
PHONE NUMBER 802 779 7277	E-MAIL pwc@tpw.com	

III. THRESHOLD REQUIREMENTS	
Is the plant nameplate capacity 2.2 MW or less?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant located in Vermont?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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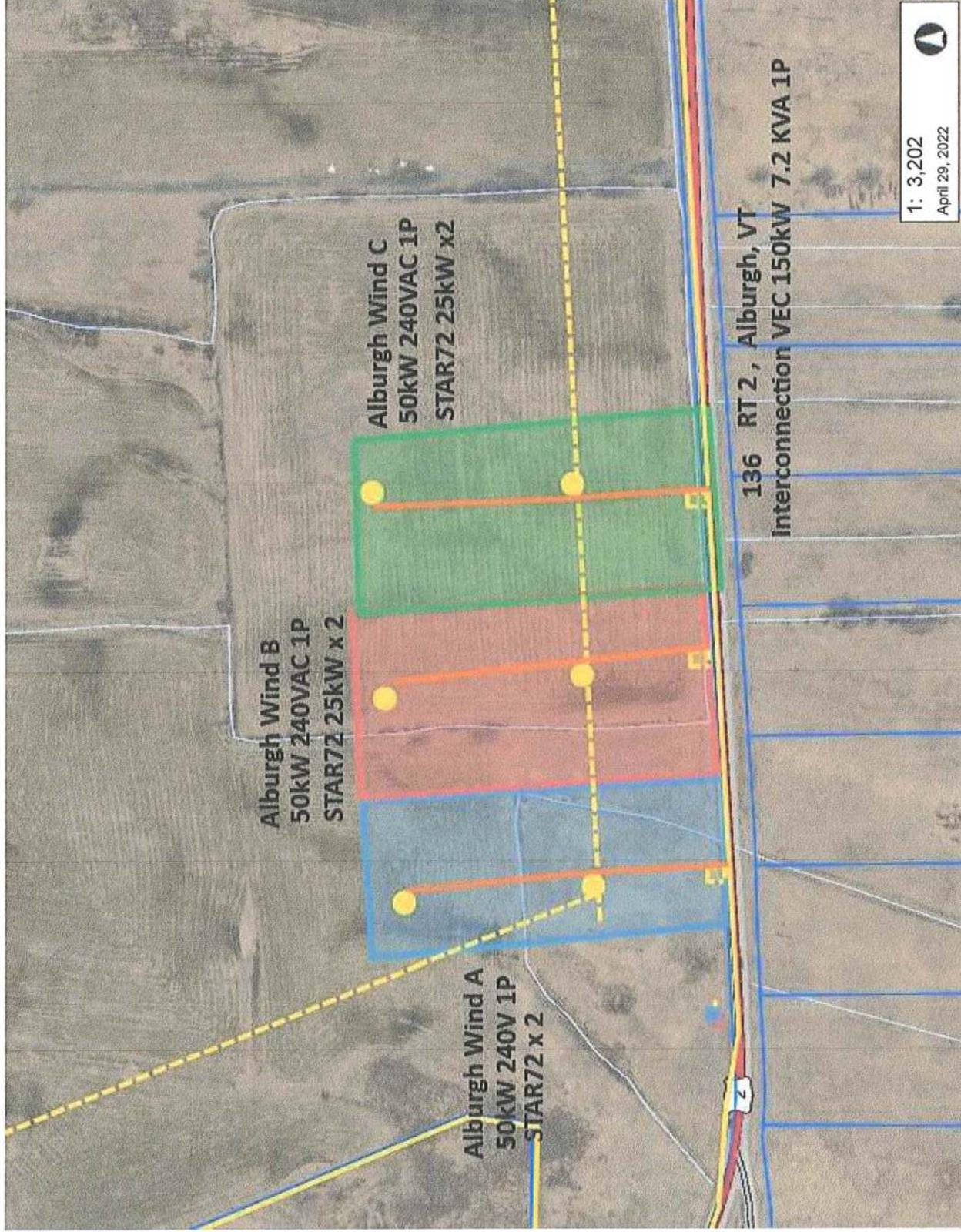
Authorized Representative Signature:

Name: Paul W. Carroccio

Title: Managing Member

Date: 4/29/2022

Alburgh Wind A, B, C 50 kW Wind systems Vermont Standard Offer Program 136 Rt. 2 Alburgh VT.



1: 3,202
April 29, 2022

163.0 0 82.00 163.0 Meters
 WGS_1984_Web_Mercator_Auxiliary_Sphere 1" = 267 Ft. 1cm = 32 Meters
 THIS MAP IS NOT TO BE USED FOR NAVIGATION
 DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.
 © Vermont Agency of Natural Resources



LEGEND	
	Commercial Mining
	Dredging
	Gravel Mining
	Dam
	Ledge
	Waterfall
	Weir
	Avulsion
	Braiding
	Flood Chute
	Neck Cut Off
	Migration
	Animal Crossing
	Stream Ford
	Berm
	Road
	Improved Path
	Railroad
	Bank Erosion
	Mass Failure
	Parcels (standardized)
	Roads
	Interstate
	US Highway, 1
	State Highway
	Town Highway (Class 1)
	Town Highway (Class 2,3)

NOTES
 Map created using ANR's Natural Resources Atlas

ASSIGNMENT AND ASSUMPTION OF LEASE OPTION

This Assignment is dated April 29th, 2022. It is made from

STARWIND TURBINES, LLC
95 TESLA LANE
EAST DORSET, VT 05253

a Vermont limited liability company the "Assignor") to

WINDMILL POINT INVESTMENTS, LLC
4903 Main Street
Manchester Center, VT 05355

a Vermont limited liability company;

(the "Assignee").

Recitals

A. Pursuant to the requirements of a Renewable Energy for America Program Grant application (the "Agreement"), the Assignor agree to transfer to the Assignee, and the Assignee agree to assume from the Assignor, all of Assignor's interests including, but not limited to Lease Option Agreements in a windmill generation farm project known as the Windmill Point Wind Projects A, B, and C in Alburgh, Vermont (the "Premises").

B. Attached as **Exhibit A** is copy of the lease options (each, a "Lease") in effect on the date hereof.

Terms and Provisions

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

Section 1. Representations and Warranties of the Assignor.

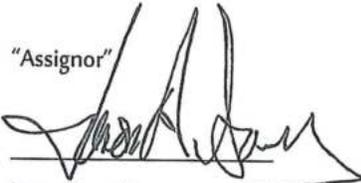
The Assignor represents and warrants to the Assignee as follows:

- (a) There have been no prior assignments of the Lease;
- (b) each Lease is a valid, enforceable agreement between the Assignor and the Landlord named therein;

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment.

STARWIND TURBINES, LLC

DATED AT East Dorset, Vermont this 29th day of April, 2022.

"Assignor"


Jason Day, Manager



Witness

STATE OF VERMONT
BENNINGTON COUNTY, SS.

At East Dorset, Vermont this 29 day of April, 2022 appeared Jason Day as Duly Authorized Agent of Starwind Turbines LLC and he affirmed the foregoing as his free act and deed and the free act and deed of Starwind Turbines LLC.



Notary Public

David Richard Langsett
Notary Public State of Vermont
Commission
★No. 157.0012767★
My Commission Expires 1/31/2023

DATED AT East Dorset, Vermont this 29 day of April, 2022.

WINDMILL POINT INVESTMENTS, LLC

"Assignee"


Paul W. Carroccio, Manager and
Duly Authorized Agent



Witness

STATE OF VERMONT
BENNINGTON COUNTY, SS.

At Manchester, Vermont this 29 day of April, 2022 appeared Paul W. Carroccio as Manager and Duly Authorized Agent of Windmill Point Investments LLC and he affirmed the foregoing as his free act and deed and the free act and deed of Windmill Point Investments LLC.



Notary Public

David Richard Langsett
Notary Public State of Vermont
Commission
★No. 157.0012767★
My Commission Expires 1/31/2023

David Richard Langsett
Notary Public State of Vermont
Commission
★No. 157.0012767★
My Commission Expires 1/31/2023

**Lease Option Agreement
Windmill Point A**

This option to enter into a Lease Agreement (“Option Agreement” or “Agreement”) is hereby entered into by and between **Windmill Bay Farms LLC**, (together, “Owner”) and **Star Wind Turbines, LLC**, a Vermont Limited Liability Company with offices at 95 Tesla Lane, East Dorset, Vermont (“Star Wind”), each a “Party” and together the “Parties.”

WHEREAS, the Owner is the owner of certain real estate located in Alburgh, Vermont; and

(Selected 20 acre area on 258 acres, 136 US route 2 north Route 2, Alburgh, VT)(Exhibit A)

WHEREAS, the Parties have agreed that Star Wind may lease said real estate from the Owner; and

WHEREAS, the Parties wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

1. Option. The Owner hereby grants to Star Wind an exclusive irrevocable option to lease the selected 20 acre area on 258 acre property as shown in Exhibit A for the purpose of installing and operating wind generating facilities (hereinafter “Property”) for a one-time payment of one dollar and other consideration.
2. Warranties. The Owner hereby warrants and represents that Owner (a) owns the Property in fee simple absolute; (b) has the sole and unilateral right and authority to enter into this Option Agreement; and (c) has and will maintain good and marketable title to the Property, free and clear of any encumbrances that could reasonably be expected to have a material adverse effect on development of the Property for a wind energy generating facility.
3. Term. The Option is granted for a term of 30 months from the last date of execution below.
4. Exercise of Option. Star Wind may exercise the Option at any time during the Term in its sole discretion by providing written notice to the Owner. The formal Lease Agreement, which has been fully negotiated and agreed to by Owner and Star Wind, and included herein as Exhibit B, shall be executed by both Parties at that time.
5. Inspect and survey. During the Term of this Agreement, Owner shall permit Star Wind and its authorized employees, agents and representatives to enter upon the Property at reasonable times during normal business hours to inspect the Property and perform inspections, surveys, soil borings, percolation tests, engineering procedures, environmental investigations, and other tests or reports on, over and under the Property (hereafter referred to as “inspections and surveys”) necessary to determine if Star Wind’s use of the Property will be compatible with Star Wind’s engineering specifications, system, design, operations and Government Approvals. Star Wind shall notify Owner of its intention, or the intention of its employees, agents or representatives to enter the Property at least twenty-four (24) hours prior to each day’s intended entry. Star Wind shall bear the costs of all inspections and surveys.

6. Miscellaneous.

- a. Assignment. This Option Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns. Neither Party may assign this Option Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed, or denied. Notwithstanding the preceding, Star Wind may assign this Option without written approval for the purposes of securing credit and financing.
 - b. Independent Parties. Nothing contained herein shall be construed as establishing a joint venture or partnership between the Parties. Each Party to this Option Agreement shall have no control over the other Party's manner or method in which it performs its services or obligations, except as expressly provided herein.
 - c. Choice of Law and Venue. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Vermont. The venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Option Agreement shall be the state courts of Vermont.
 - d. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Option Agreement shall not operate as, or be construed to be, a waiver by that Party of any subsequent breach of the same or other provision.
 - e. Severability. If any provision of this Option Agreement is held invalid, illegal, or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law: (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties hereto as nearly as may be possible, (b) such invalidity, illegality, or unenforceability will not affect the validity, legality, or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.
7. Exclusivity. For so long as the Option is in effect, Owner agrees that he / she shall not market the Property to any other third party, for any similar or other use.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option Agreement:

OWNER: Windmill Bay Farms LLC, 695 Firehouse Road, Alburgh, VT 05440

By: Tom Palmer

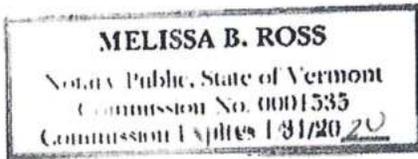
Date: 6-30-20

STATE OF VERMONT

Alburgh COUNTY, SS
~~Chittenden~~

June 30, 2020

On 6/30 2020, personally appeared before me, Loren Palmer, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the OWNER, and of his authority herein to act on its behalf.



Before me,

Melissa B Ross

Notary Public

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option Agreement:

STAR WIND TURBINES, LLC, 95 Tesla Lane, East Dorset VT.

By: Jason Day

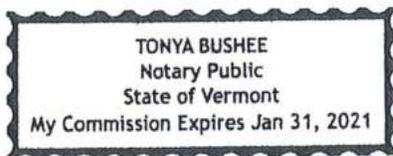
Date: 6-30-2020

STATE OF VERMONT

Bennington COUNTY, SS

June 30, 2020

On June 30 2020, personally appeared before me, Jason Day, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of STAR WIND TURBINES, LLC, and of his authority herein to act on its behalf.



Before me,

Tonya Bushee

Notary Public

Exhibit A

Site Map

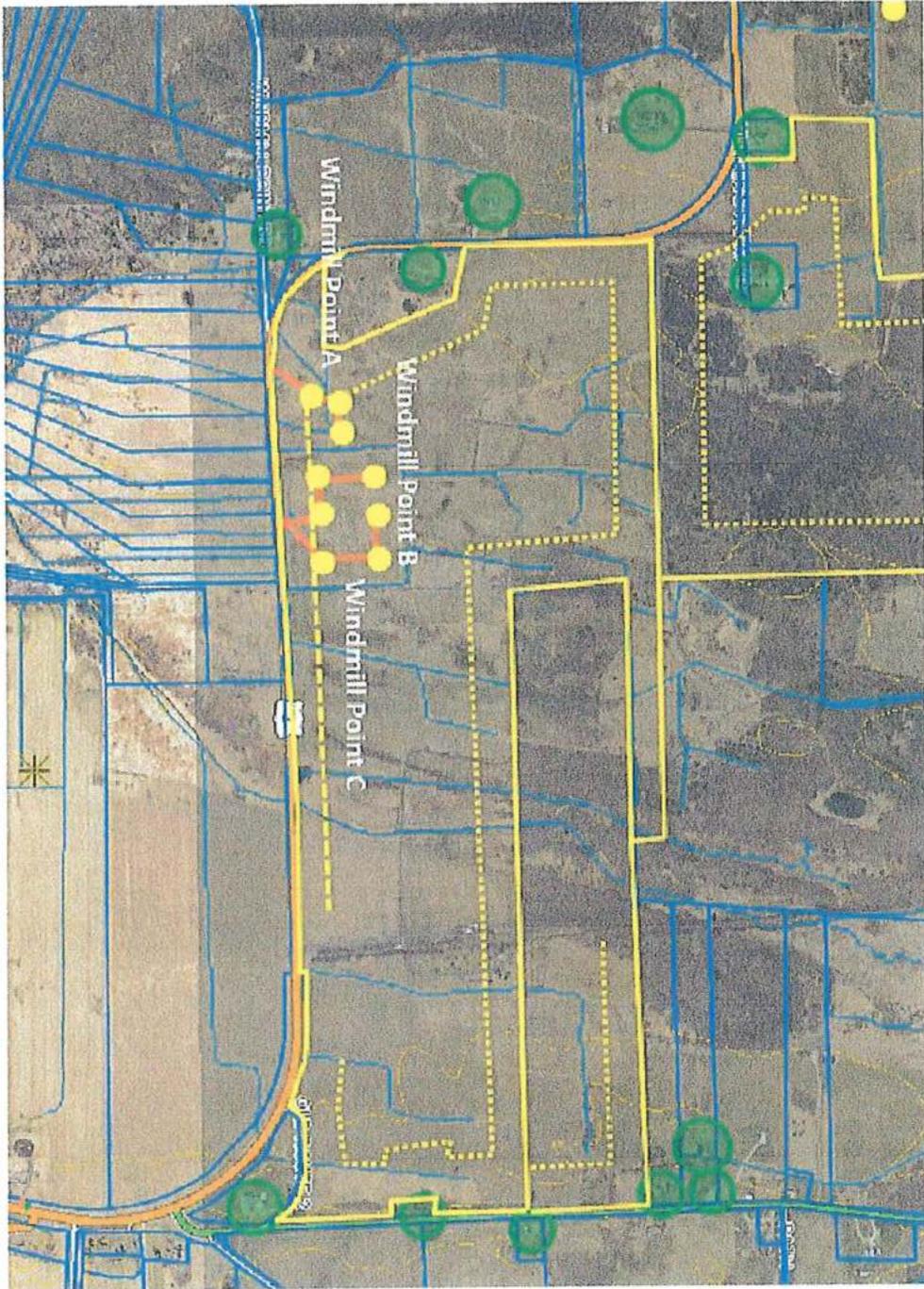


Exhibit A continued

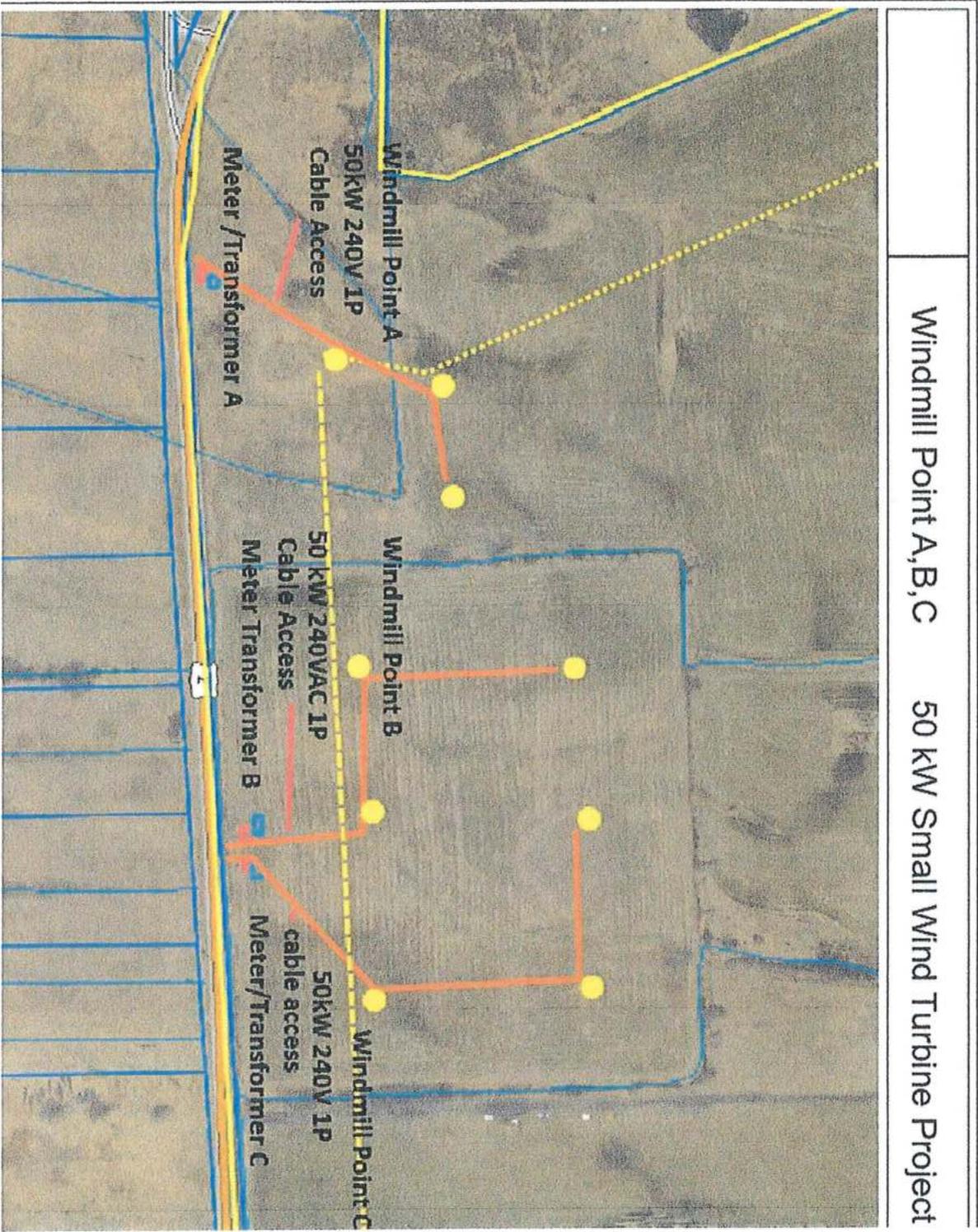


Exhibit B

Premises Lease Agreement Lease Agreement

This Premises Lease Agreement ("Lease Agreement" or "Agreement") is made on the _____ day of _____, 20____, by and between Windmill Bay Farms LLC, 695 Firehouse Road, of Alburgh, in the county of Grand Island, Vermont (together, "Landlord") and STAR WIND TURBINES, LLC, a Vermont Limited Liability Company with offices at 95 Tesla Lane, East Dorset, Vermont ("Tenant") (each individually a "Party" and together "the Parties").

RECITALS

WHEREAS, the Landlord is the owner of certain real property located in Alburgh, Vermont, conveyed to Landlord by _____ Deed dated June 10 2003, _____, recorded in Book 103 at Page 450 of the Alburgh, Vermont land records, and with the E-911 address of 136 US route 2 north Route 2, Alburgh, VT, and as more particularly described in Exhibit 1 ("the Property") and Tenant desires to lease a portion of the Property as more preliminarily and particularly described below; and

WHEREAS, Tenant designs, installs, operates, and maintains equipment and systems, including wind turbines, electric generators, poles, and other structures, conduits, inverters, transformers, meters, batteries, electrical and communications wires and cables, antennas, pedestals, concrete and metal pads, guy wires and anchors (together "Wind Turbines"), along with security devices, fences, gates, and related fixtures, ancillary equipment and other appurtenances, and including a free-standing structure to house equipment and tools (the "Power Shed"), that together produce electricity from exposure to wind for sale and distribution to the electric grid; and

WHEREAS, Landlord and Tenant desire to have a wind turbine electric generation facility that includes Wind Turbines, Power Shed, and related equipment described above ("the Project") to be located within the Site described in Attachment 2 ("the Site").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

- 1. Lease.** Landlord hereby leases the Premises to the Tenant pursuant to the terms and conditions of this Lease Agreement.
- 2. Permitted Use.** Tenant may use the Premises to construct, install, inspect, operate, monitor, maintain, calibrate, repair, and replace the Project on the Site for purposes of generating and delivering generated renewable electricity to the local utility. Tenant may also plant, maintain, and remove vegetation for screening purposes on the Premises and maintain access to the Site and Premises.
- 3. Access and Easements.** Landlord agrees at all times to allow Tenant access to the Property and Site to construct, install, inspect, operate, monitor, maintain, calibrate, improve, and replace the Project on the Premises. Landlord shall also provide Tenant with adequate space on the

Property and Site during the construction of the Project for the Tenant's construction of the Project including reasonable access, staging and laydown areas, including the right to erect temporary structures, store and operate equipment, and to make improvements necessary for staging and laydown purposes.

Landlord further hereby grants to Tenant, and shall execute such additional instruments or documents as may be necessary or appropriate to fully vest in Tenant, the following easements and related rights:

- a. An irrevocable easement and right during the Term of this Lease Agreement and any Term Extension over the Property and Site for all manner of vehicular and pedestrian ingress and egress to enable Tenant and its employees, agents and representatives to use the Site and Premises for siting, development, enhancement, installation, construction, operation, inspection, maintenance, replacement, repair, improvement, and removal of the Project and to exercise the rights granted herein, including without limitation the right to construct such temporary access roads as may be necessary or appropriate for such purposes.
- b. An irrevocable easement and right during the Term of this Lease Agreement and any Term Extension to capture, use, and convert the unobstructed wind resources over and across the Property and Site and any adjacent property owned by Landlord and to prevent measurable diminishment in output due to obstruction of wind across the Property including but not limited to an easement right to cut down, trim, and to keep cleared by all reasonable means all trees and other vegetation growing within or overhanging the Premises or other lands of Landlord as in Tenant's judgment may block, shield, interfere with, or endanger the most efficient and safe operation of the Windmills, and to remove all structures placed on or within the Premises in violation of Tenant's rights and privileges hereunder.
- c. An irrevocable easement during the Term of this Lease Agreement and any Term Extension over the Property and Site to create electromagnetic, visual, view, light, noise, vibration, electrical, and other effects attributable to Windmills.
- d. An irrevocable easement during the Term of this Lease Agreement and any Term Extension over the Property and Site to allow the Project to interconnect to the electrical grid.

4. Construction of the Project. The installation and construction of the Project shall be performed in a good and workmanlike manner, consistent with all permits, licenses, and approvals.

5. Interconnection. Tenant shall be responsible for the interconnection of the Project and Landlord shall cooperate with Tenant and with any applicable utility and municipal and regulatory authorities in Tenant's pursuit of all permits, licenses, approvals, and other authorizations that may be required in order to effect the location, construction, installation, operation, maintenance, repair, and interconnection of the Project consistent with this Lease. The date at which the Project is energized and permitted to operate by the utility and state regulatory authority shall be the date of commissioning ("the Commissioning Date"). Tenant shall mark or flag all underground lines, wires, cables, and other associated infrastructure and equipment, and Landlord shall not dig at or near such line, wires, cables, and other associated infrastructure and equipment.

6. Approvals, Licenses and Permits. Tenant shall obtain all necessary approvals, licenses, permits and other authorizations required for the location, installation, construction, operation, maintenance, repair, and interconnection of the Project, and pay all permit, license, and approval fees and expenses required in connection with its activities under this Lease. The Landlord shall cooperate with Tenant in obtaining all such approvals, licenses, permits and authorizations and, as necessary, transfer Project permits, licenses, approvals and authorizations to Tenant for purposes of operating and maintaining the Project. To the extent that any permit, license, approval or authorization must be obtained by Landlord, the Landlord agrees that it will grant all material decision-making rights with respect to such permit, license, approval or authorization to Tenant.

7. Exposure to Wind. If not part of normal farming operations, the Landlord covenants that it will allow the tenant to cut, trim, prune, and maintain vegetation and otherwise use its best efforts to not allow vegetation on the Property and Site to grow in a manner or initiate or conduct any activities that could reasonably diminish the access or exposure of the Windmills to wind while this Lease Agreement remains in effect.

8. Use of Subcontractors. The Tenant shall be permitted to license subcontractors or agents to perform any of its obligations under this Lease Agreement.

9. Landlord not to Interfere with the Project. The Landlord and any of its representatives shall not tamper with or undertake any maintenance, repair, changes, or alterations to the Premises or the Project without the express written permission of the Tenant. The Landlord shall take reasonable measures necessary to ensure that the operation, maintenance, and other use of the Property and Site does not unreasonably impede, interrupt, diminish or prevent the generation and supply of electricity by the Project or damage, restrict or otherwise adversely impact the siting, location, installation, operation, repair and maintenance of the Project or the Tenant's performance under this Lease Agreement.

10. Cooperation in Securing Rebates, Tax Credits, and other Economic Benefits. The Landlord will cooperate with Tenant in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates, credits, rebates, or tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become available to the Tenant in connection with the Project. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors, heirs, and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.

11. Taxes and Utility Expenses. Landlord shall pay on or before when due all taxes, if any, including real estate taxes assessed on the Property and land underlying the Premises and any penalties or assessment under Vermont's current use value program, imposed in connection with this Lease or the use of the Site and Premises by the Tenant. Landlord shall remove portions of the Property from the current use value program or modify relevant current use land management plans as necessary to allow for the installation, maintenance, and operation of the Project.

Tenant shall pay to Landlord all personal property taxes assessed against the Project infrastructure and any increase in real property taxes attributable to the Project within thirty (30) days of receipt of a bill from Landlord for taxes attributable to the Project.

Tenant shall have the right to cause utilities services to be installed at the Property to service the Premises, at Tenant's sole expense, and to improve the present utilities services to the site. Tenant shall pay for all utilities costs associated with the Project.

12. Term. This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate twenty (20) years from the Commissioning Date, unless terminated earlier in accordance with the terms and conditions of this Agreement ("the Term").

13. Rent. Tenant shall pay the Landlord rent in the amount of \$2,000 (two thousand dollars) per Wind Turbine per year, which shall become due and payable on the Commissioning Date and every anniversary of the Commissioning Date thereafter for the duration of this Lease Agreement.

14. Sign-on Bonus. In addition to Rent, Tenant shall pay Landlord a one-time payment of \$2,000 (two thousand dollars) per wind turbine which shall become due and payable on the Commissioning Date.

15. Premises Leased. Landlord agrees that Tenant may install the Project in the locations that the Tenant chooses within the Site. Those locations, "the Premises," shall consist of a fifty-foot (50') radius circle around each installed Windmill, with the Windmill at the center of each circle, in addition to a separate area for a Power Shed.

16. Right to Enter; Use of the Property, Site, and Premises. Tenant has the exclusive right to use and enter the Premises for the Term of this Agreement and any Term Extension and may exclude others from entering the Premises during this time. Tenant shall allow Landlord to enter the Premises upon twenty-four (24) hours' notice. Landlord may continue to use the Site and Property insofar as that use does not unreasonably interfere with the operation of the Project or the provisions set out in Sections 3, 4, 5, 7, and 9 of this Agreement.

17. Ownership of the Project. The Project shall be and remain the personal property of the Tenant and shall not be or become fixtures, notwithstanding the manner in which the Project is or may be affixed to the Premises. The Landlord shall not suffer or permit the Project to become subject to any lien, security interest, or encumbrance of any kind, and the Landlord expressly disclaims and waives any rights it may have in the Project at any time and from time to time, at law or in equity. The Tenant shall maintain the Project in a good state of repair. The Tenant may grant a security interest in the Project and an assignment for purposes of security to its lender or lenders, and the Landlord shall provide any consent and/or waiver reasonably requested by any lender, consenting to such lender's rights in the Project. After removal of the Project as set out in Section 18, foundation structures and underground cables shall remain on the Property and become fixtures.

18. Removal of the Project. Within six (6) months after the end of the Term or Term Extension, or upon termination of this Lease Agreement, the Tenant, its successors or assigns shall sever, disconnect, and remove the Project and all of the Tenant's other property from the Premises and restore the Premises to as close to original condition as reasonably possible, except foundation

structures and underground cables, which shall not be removed. The removal, repair, and restoration shall be at the sole expense of the Tenant or its successors, heirs and assigns.

19. Title. Landlord represents and covenants that Landlord owns the Site and Premises and the Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title. Landlord further represents and warrants that Landlord is not a party to any, and to Landlord's best knowledge, there are no pending or threatened, legal, administrative, arbitral, or other proceedings, claims, actions, or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i) challenging the validity or propriety of this Lease Agreement, and / or transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

20. Quiet Enjoyment. Landlord covenants and agrees that Tenant, provided it remains in material compliance with its obligations under this Lease Agreement, shall lawfully and quietly have the right to hold, occupy, and enjoy the Premises for the Term of this Lease and any Term Extension free from any claim of any entity or person of superior title thereto without hindrance to or interference with the Tenant's full use and enjoyment thereof.

21. Environmental Matters. Tenant shall not be liable for any past, present, or future contamination or pollution or breach of environmental laws, if any, relating to the Site or Premises or the Property, unless attributable to Tenant's activities, its employees, contractors, or agents. Accordingly: (a) the Tenant shall not be responsible for any work relating to (i) the existence, use, transportation, or treatment of Hazardous Materials, or (ii) the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment of Hazardous Materials, and (b) Landlord agrees to assume full responsibility for (and protect, indemnify and defend the Tenant against, any liability, including reasonable attorneys' fees and court costs, for response costs for any contamination or pollution or breach of environmental laws related to the Site and Premises and the Property, unless and to the extent attributable to Tenant's activities. Tenant may Encounter Hazardous Materials when installing, servicing, expanding, modifying, or maintaining the Project. In the event Tenant encounters any Hazardous Material at the Site or Premises, Tenant shall promptly cease any work in progress in an orderly, safe, and efficient manner and inform Landlord of the nature and location of said Hazardous Materials. It shall then be Landlord's responsibility to eliminate or contain such Hazardous Materials in a commercially reasonable manner in compliance with law to allow Tenant to continue or finalize any work in progress in a safe and prompt manner.

22. Government Approvals. Landlord acknowledges that Tenant's ability to use the Property for the development of a Project is contingent upon obtaining all government and utility approvals, licenses, permits and authorizations. Landlord shall cooperate with Tenant in its effort to obtain all such permits, licenses, approvals and authorizations. Should Tenant be unable to obtain all necessary permits, licenses, approvals and authorizations or be unable to maintain such permits, licenses, approvals and authorizations due to changes in law or other circumstances not presently contemplated, this Agreement shall terminate at Tenant's option as outlined further in Section 23 below.

23. Right to Terminate. Prior to the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing prior written notice to the Landlord for any reason or no reason. On or after the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing at least six (6) months' prior written notice to the Landlord. After the Commissioning Date, Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

- a. Any governmental agency or utility denies a request by Tenant for, substantially conditions the permit, license, approval, authorization or request by Tenant to the extent the Tenant concludes in its sole discretion that it cannot proceed with the Project, or revokes a permit, license, approval or authorization that is required for Tenant to construct or operate the Project and infrastructure on the Site or Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Site or Premises for its intended purpose or substantially reduce its use for its intended purpose, to be decided solely by the Tenant;
- c. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Site or Premises;
- d. Utilities necessary for Tenant's use of the Site or Premises are no longer available to the Site or Premises or are substantially reduced or degraded to prevent the output as approved or contemplated by the regulatory approvals received for the Project; or
- e. The Site or Premises and /or Project are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Site or Premises.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove the Project as provided in Section 18. Should Tenant terminate in accordance with this Section 23, Tenant shall remove the system in accordance with Section 18 above.

24. Assignment. Upon written notice to the other Party, this Lease Agreement and the rights and obligations of either Party hereunder may be assigned provided, however, that any such assignment will not relieve any assignee of any of its obligations or liability hereunder.

25. Liability for Injury and Damage. Tenant shall defend, indemnify, and hold harmless the Landlord from any and all liability, loss, cost, damage, or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by the Project and/or caused by any act, omission, or neglect of the Tenant or its subcontractors, agents, servants, employees, invitees, visitors, or guests, including reasonable attorney's fees, court costs, and other litigation expenses, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

Landlord shall defend, indemnify and hold harmless the Tenant from any and all liability, loss, cost, damage, or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by any act, omission, or neglect of the Landlord or its subcontractors, agents, servants, employees, invitees, visitors, or guests, including

reasonable attorney's fees, court costs, and other litigation expenses, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, invitees, agents or independent contractors.

Prior to commencing operations, Tenant shall obtain liability insurance naming the Landlord an additional insured for this purpose in an amount not less than \$1,000,000 per occurrence and in the aggregate. Tenant shall provide the Landlord with certificate(s) of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this Section 25.

26. No Acceleration or Liquidated Damages. Landlord certifies the Agreement contains no right to accelerate rent and there are no liquidated damage provisions contained herein.

27. Revocation. In the event of a material default in the terms of this Lease Agreement by either the Landlord or the Tenant, the other Party may terminate this Lease Agreement. Events that shall constitute a default under this Lease Agreement shall include, but not be limited to, a Party's failure to perform or comply with any material provision of this Lease agreement; an unauthorized assignment, a Party's insolvency or inability to pay debts as they mature, or an assignment for the benefit of creditors; or if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a Party.

No party shall be in default under this Lease Agreement unless and until it has been given written notice of a breach of this Lease Agreement by the other Party and shall have failed to cure such breach within thirty (30) days after receipt of such notice. When a breach cannot reasonably be cured within such thirty (30) day period, the time for curing may be extended by agreement of the Parties for such time as may be necessary to complete the cure, provided that the defaulting Party shall have proceeded to cure such breach with due diligence.

Additional: If the project has not been terminated per (23 or 28 force majeure) and the tenant has defaulted on paying the rent due. The tenant will have 1 year to solve the default. The tenant will pay all legal fees to solve the default. After 1 year if the default is not resolved, the landlord will have the right to terminate the lease and be compensated for the balance of the 20 yr. lease agreement and for the cost of the project removal per(18). The landlord will be granted the following recourses

- a. Garnish any funds from the Standard Offer Program contract.
- b. Removal and Resale of the use Wind turbine equipment.
- c. Any other civil action.

Force Majeure. In the event of a Force Majeure Event, as identified further below, Tenant shall be relieved from any future Rent payments and any other obligations under this Agreement, except its obligation to remove the Project as provided in Section 18. "Force Majeure Event" means any act, event, cause, or condition that prevents Tenant from performing its obligations, and is beyond the Tenant's reasonable control.

A Force Majeure Event may include, but shall not be limited to the following: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the withdrawal or denial of any necessary approvals, licenses, permits, or other authorizations required under Section 6 of this Agreement; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means), including the withdrawal or discontinuation of the standard offer program or subsequent Vermont program; the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued) or utility for use of output, transmission, or distribution of the output of this property; unavailability of electricity, transmission, distribution, or other necessary service from the utility grid, equipment, supplies, or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); failure of distribution utilities to purchase energy generated by the Project; and failure of equipment not utilized by or under the control of the Party claiming a Force Majeure Event.

28. **Miscellaneous Provisions.**

- a. **Applicable Law.** This Lease Agreement shall be interpreted and governed by the laws of the State of Vermont.
- b. **Rules of Interpretation.** Titles and headings are included in this Lease Agreement for convenience only and shall not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires. To the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement
- c. **Severability.** If any portion of this Lease Agreement shall be held to be invalid or unenforceable for any reason, or stricken from this Agreement, the remaining provisions, terms, or conditions, or provisions thereof, and the application of such provision(s), term(s), and condition(s) shall not be affected thereby and shall continue to be valid and enforceable to the extent permitted by law. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- d. **Specific Performance.** The Parties agree that in the event the Landlord is in material default under this Agreement, the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.
- e. **Entire Agreement; Amendments and Waivers.** This Lease Agreement, including Attachments 1, 2, 3, and 4, constitutes the entire agreement between the Parties and supersedes the terms of any previous agreement or understanding, oral or written. Any waiver or amendment of this Lease Agreement must be in writing. A Party's waiver of

any breach or failure to enforce any of the terms of this Lease Agreement shall not affect or waive that Party's right to enforce any other term of this Lease Agreement.

- f. **Further Assurances.** Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement if the request from the other Party is reasonable.
- g. **Recordation.** The Parties hereto acknowledge that a memorandum of this Lease Agreement shall be recorded in the local land records, in the form included herein as Attachment 3.
- h. **Specific Performance.** In the event that the Landlord is in material default under this Lease Agreement, then the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.
- i. **No Joint Venture.** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint ventures, nor to make Landlord in any way responsible for the debts or losses of the Tenant.
- j. **Duly Authorized Agents, Counterparts.** Each Party warrants that it has executed this Agreement by its duly authorized agents and representatives. This Agreement may be signed in multiple counterparts and exchanged by electronic transmission, with such electronic version or original counterparts having the same force and effect of any original signature and original Agreement.
- k. **Effect of Agreement.** The Parties jointly drafted this Agreement and it shall not be construed for or against any Party based on a Party's level of participation in drafting the Agreement. The undersigned represent and warrant they have sought and obtained the legal advice they deem necessary from their own separate legal counsel before executing this Agreement.
- l. **Default:** If the project has not been terminated per (23 or 28 force majeure) and the tenant has defaulted on paying the rent due. The tenant will have 1 year to solve the default. The tenant will pay all legal fees to solve the default. After 1 year if the default is not resolved, the landlord will have the right to terminate the lease and be compensated for the balance of the 20 yr. lease agreement and for the cost of the project removal per(18). The landlord will be granted the following recourses
 - 1. Garnish any funds from the Standard Offer Program contract.
 - 2. Removal and Resale of the use Wind turbine equipment.
 - 3. Any other civil action.

m. **Abandoned:** If the lease is abandoned or terminated per (23 or 28 force majeure) The tenant will be responsible to remove the turbines per (18). If there is a default on removal the tenant will be responsible for all legal fees to solve the default. After 1 year if the default is not resolved, the landlord will have the right to terminate the lease and be compensated for the cost of the project removal per (18). The landlord will be granted the following recourses

1. Garnish any funds from the Standard Offer Program contract.
2. Removal and Resale of the use Wind turbine equipment.
3. Any other civil action.

29. Notices. All notices, demands, request, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service, or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord:

Windmill Bay Farms LLC
695 Firehouse Road
Alburgh, VT 05440

To Tenant:

Jason Day
Star Wind Turbines LLC
95 Tesla Lane
East Dorset, VT 05253

The address to which any notice, demand, or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party as above provided.

[SIGNATURE PAGE FOLLOWS]

Lease Agreement Signature Page

IN WITNESS WHEREOF, the Parties, as evidence by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this ____ day of _____, 20____.

IN PRESENCE OF:

Star Wind Turbines, LLC

Witness

By: _____
Jason Day
President / CEO

Landlord: Windmill Bay Farms LLC
695 Firehouse Road
Alburgh, VT 05440

Witness

By: _____

Witness

By: _____

Attachment 1

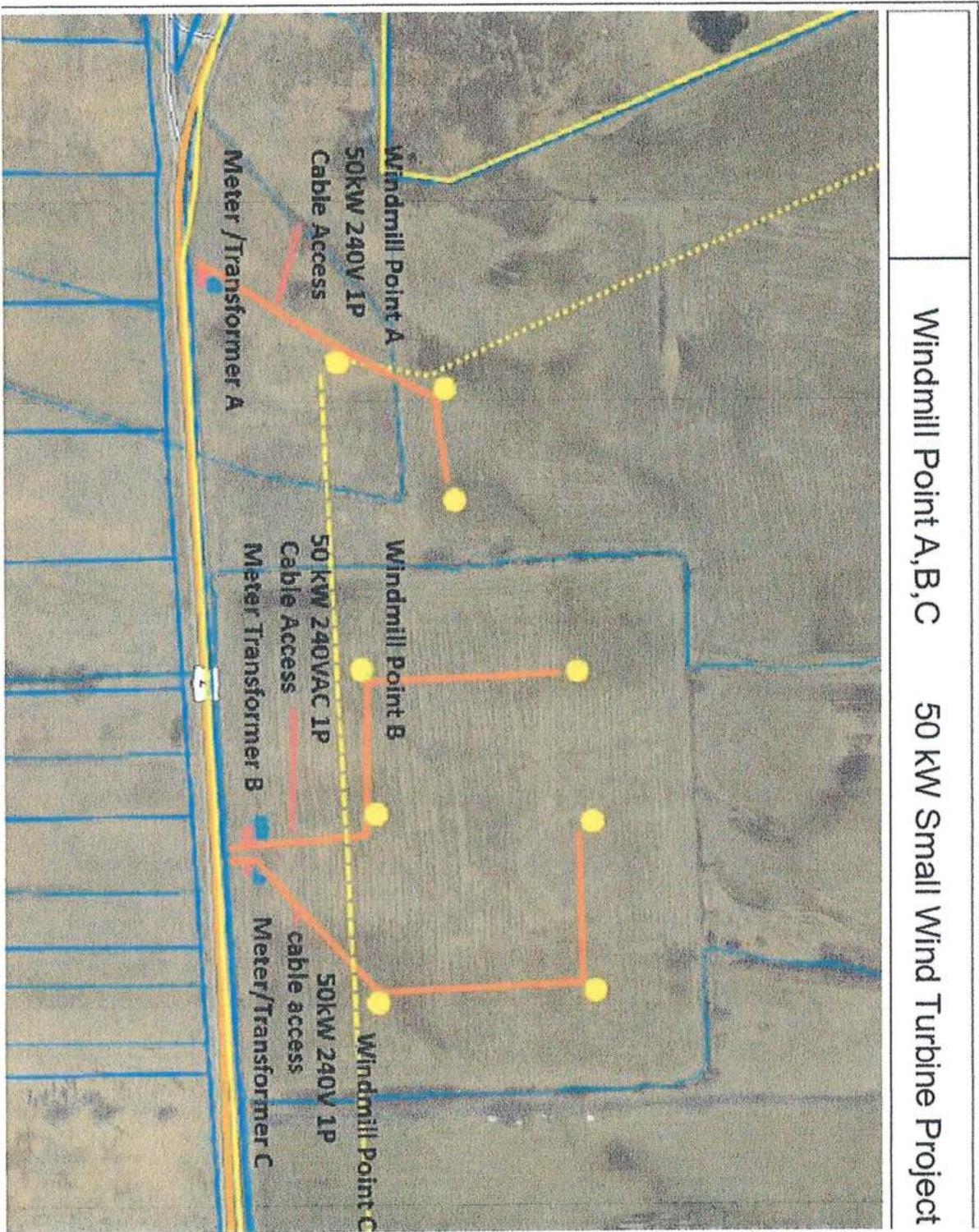
Deed for Landlord's Property

Exhibit A

Site Map



Exhibit A continued



Attachment 3

Memorandum of Lease

KNOW ALL PERSONS BY THESE PRESENTS that a certain Premises Lease Agreement (the "Lease") was entered into on _____, 20____ by _____ (hereinafter "Lessee") and _____ (hereinafter "Lessor"), with an effective date of _____, 20____.

1. Property Affected by the Lease. The leased property is a portion of the property located in Glover, Vermont, conveyed to _____ by _____ Deed dated _____, recorded in Book ____ at Page ____ of the Alburgh, Vermont land records, that portion being the area shown in Attachment A.
2. Term of Lease. The Lease commences on _____, 20____, and continues for twenty (20) years and ninety (90) days following the Commissioning Date of the wind electric generation facility to be constructed on the leased property by the Lessee. The Commissioning Date is defined in the Lease as the date on which the facility is energized and permitted to operate.
3. Restriction on Assignment. The Lease may be assigned by the Lessor without restriction or limitation, but may only be assigned by Lessee upon written consent of the Lessor.
4. Extension and Renewal. The Lease may be extended for four (4) additional five (5) year terms at the option of the Lessee.
5. Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the lease.
6. Location of Original Lease. The original signed copy of the Lease will be maintained at the office of the Lessor.
7. Conflict with Lease. The provisions of this Memorandum shall not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease shall control in all respects.
8. Miscellaneous. All capitalized terms not defined herein shall have the meaning set forth in the Lease. This Memorandum shall be governed by the laws of the State of Vermont.

END OF TEXT – SIGNATURE PAGE FOLLOWS

DATED at _____ this ____ day of _____, 20__

Lessor: _____

By: _____

Date: _____

STATE OF VERMONT

_____ COUNTY, SS _____, 20__

On _____ 20__, personally appeared before me,
_____, who gave oath and acknowledged the foregoing to be
his free act and deed, and the free act and deed of the OWNER, and of his authority herein to act
on its behalf.

Before me,

Notary Public

DATED at _____ this ____ day of _____, 20__

STAR WIND TURBINES, LLC

By: _____

Date: _____

STATE OF VERMONT

_____ COUNTY, SS _____, 20__

On _____ 20__, personally appeared before me,
_____, who gave oath and acknowledged the foregoing to be
his free act and deed, and the free act and deed of STAR WIND TURBINES, LLC, and of his
authority herein to act on its behalf.

Before me,

Notary Public

**Map of Property
Exhibit A**

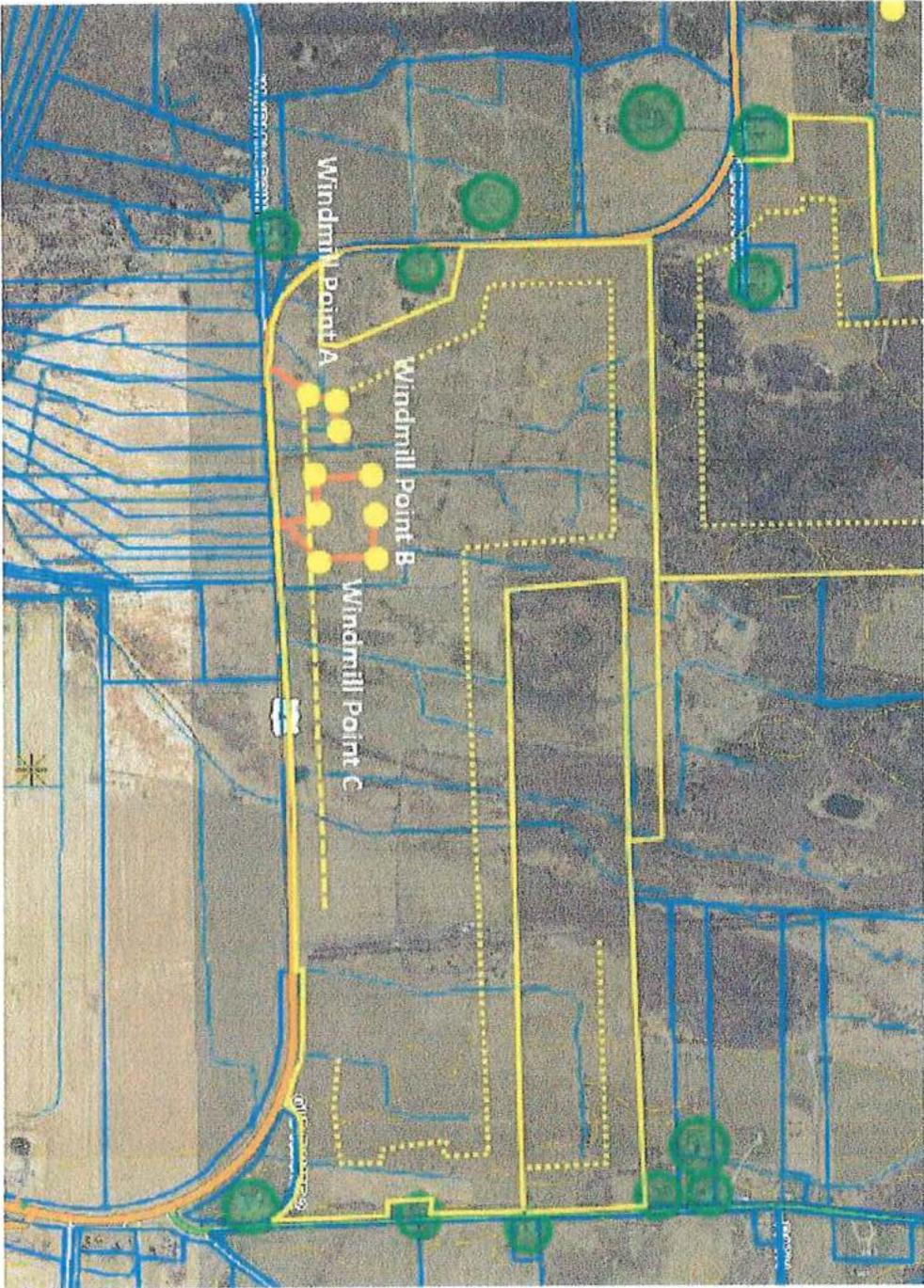
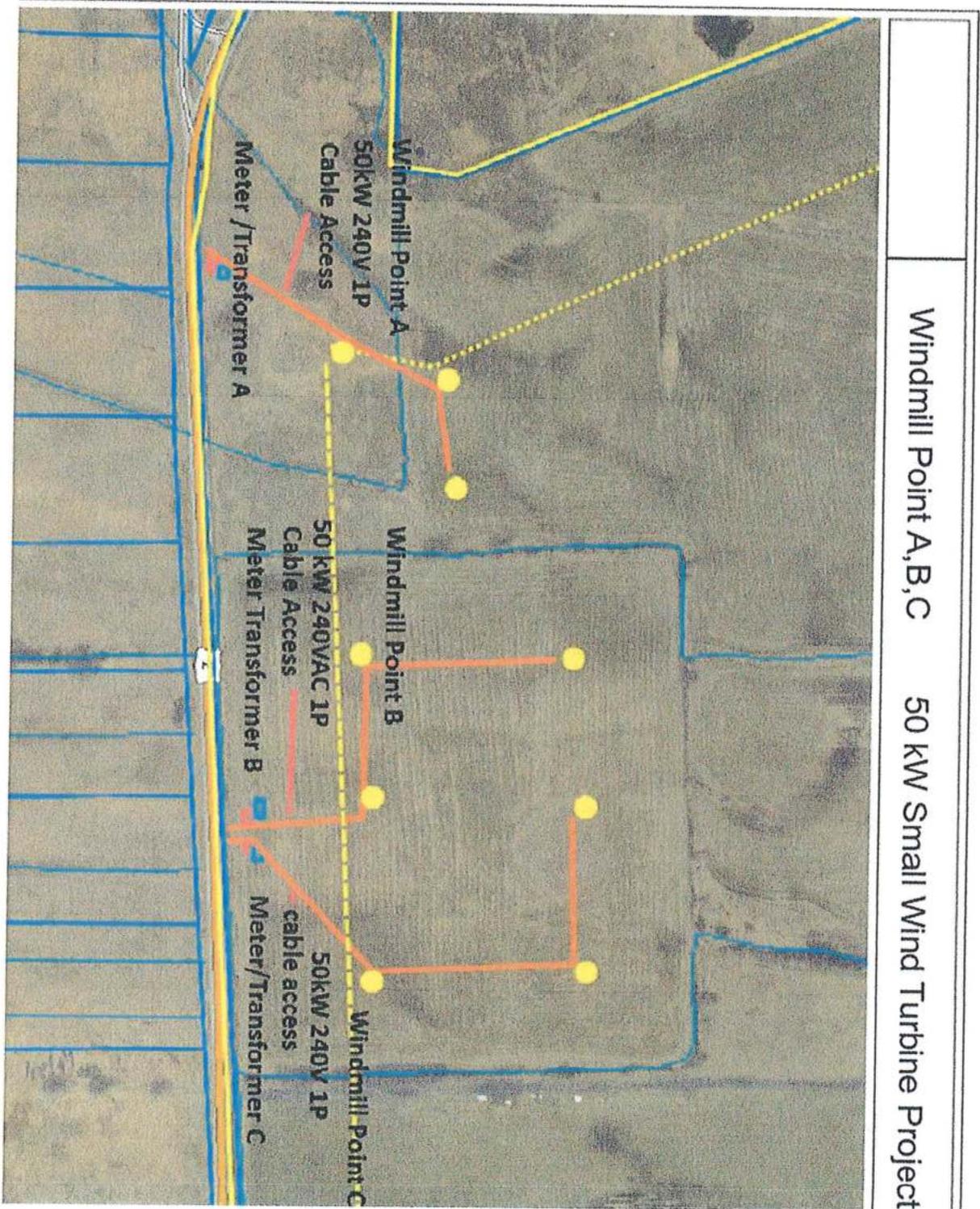


Exhibit A continued





2022 STANDARD OFFER RFP APPLICATION

II. PROPONENT CONTACT INFORMATION		
PROPONENT LEGAL COMPANY NAME Windmill Point Investments		
ORGANIZATION TYPE [Corporation, LLC, etc.] LLC	ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF Vermont	
BUSINESS MAILING ADDRESS 4903 Main St		
CITY Manchester Center	STATE VT	ZIP CODE 05255
CONTACT PERSON NAME AND TITLE Paul W. Carroccio		
PHONE NUMBER 802 779 7277	E-MAIL pwc@tpw.com	

III. THRESHOLD REQUIREMENTS	
Is the plant nameplate capacity 2.2 MW or less?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant located in Vermont?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the proposal price at or below the avoided cost cap?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant commissioned on or after 9/30/09?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant permitted as a net metering system?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is the plant already selling its output to VEPP Inc. or the Vermont electric utilities?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO



2022 STANDARD OFFER RFP APPLICATION

IV. CERTIFICATIONS

By signing below, proponent hereby certifies the following:

If proposed plant is wood biomass, we hereby certify that we are proposing a plant with a design system efficiency (the sum of full load design thermal output and electric output divided by the heat input) of at least 50%.

If proposed plant is food waste, we hereby certify that the proposed food waste anaerobic digestion plant will be fueled greater than 50% by volume from food residuals as defined in 10 V.S.A. § 6602(31).

If proposed plant is located at, adjacent to, or near an existing or proposed renewable energy generation facility, proponent hereby certifies that the two facilities would be considered separate plants under 30 V.S.A. § 8002(18).

Proponent hereby certifies that it has site control of the land on which the proposed plant will be constructed.

Authorized Representative Signature:

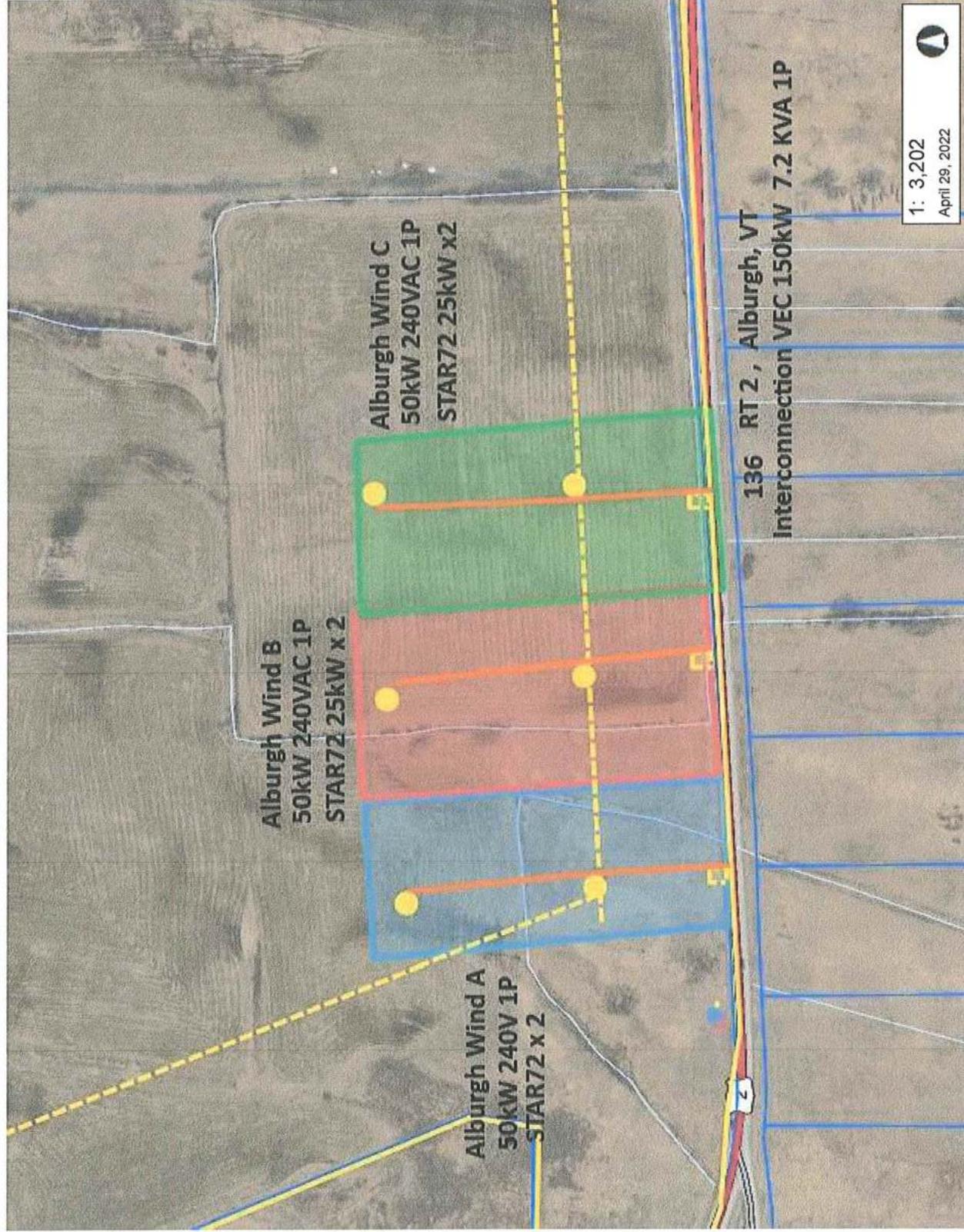


Name: Paul W. Carroccio

Title: Managing Member

Date: 4/29/2022

Alburgh Wind A, B, C 50 kW Wind systems Vermont Standard Offer Program 136 Rt. 2 Alburgh VT.



1: 3,202
April 29, 2022

163.0 0 82.00 163.0 Meters
1" = 267 Ft 1cm = 32 Meters
THIS MAP IS NOT TO BE USED FOR NAVIGATION
DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.
© Vermont Agency of Natural Resources



LEGEND

- Commercial Mining
- Dredging
- Gravel Mining
- Dam
- Ledge
- Waterfall
- Weir
- Avulsion
- Braiding
- Flood Chute
- Neck Cut Off
- Migration
- Animal Crossing
- Stream Ford
- Berm
- Road
- Improved Path
- Railroad
- Bank Erosion
- Mass Failure
- Parcels (standardized)
- Roads
 - Interstate
 - US Highway, 1
 - State Highway
 - Town Highway (Class 1)
 - Town Highway (Class 2,3)

NOTES

Map created using ANR's Natural Resources Atlas

ASSIGNMENT AND ASSUMPTION OF LEASE OPTION

This Assignment is dated April 29th, 2022. It is made from

STARWIND TURBINES, LLC
95 TESLA LANE
EAST DORSET, VT 05253

a Vermont limited liability company the "Assignor") to

WINDMILL POINT INVESTMENTS, LLC
4903 Main Street
Manchester Center, VT 05355

a Vermont limited liability company;

(the "Assignee").

Recitals

A. Pursuant to the requirements of a Renewable Energy for America Program Grant application (the "Agreement"), the Assignor agree to transfer to the Assignee, and the Assignee agree to assume from the Assignor, all of Assignor's interests including, but not limited to Lease Option Agreements in a windmill generation farm project known as the Windmill Point Wind Projects A, B, and C in Alburgh, Vermont (the "Premises").

B. Attached as **Exhibit A** is copy of the lease options (each, a "Lease") in effect on the date hereof.

Terms and Provisions

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

Section 1. Representations and Warranties of the Assignor.

The Assignor represents and warrants to the Assignee as follows:

- (a) There have been no prior assignments of the Lease;
- (b) each Lease is a valid, enforceable agreement between the Assignor and the Landlord named therein;

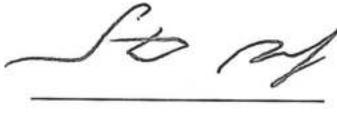
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment.

STARWIND TURBINES, LLC

DATED AT East Dorset, Vermont this 29th day of April, 2022.

"Assignor"


Jason Day, Manager



Witness

STATE OF VERMONT
BENNINGTON COUNTY, SS.

At East Dorset, Vermont this 29 day of April, 2022 appeared Jason Day as Duly Authorized Agent of Starwind Turbines LLC and he affirmed the foregoing as his free act and deed and the free act and deed of Starwind Turbines LLC.



Notary Public

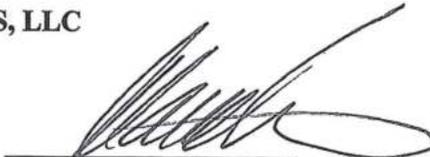
David Richard Langsett
Notary Public State of Vermont
Commission
★No. 157.0012767★
My Commission Expires 1/31/2023

DATED AT East Dorset, Vermont this 29 day of April, 2022.

WINDMILL POINT INVESTMENTS, LLC

"Assignee"


Paul W. Carroccio, Manager and
Duly Authorized Agent



Witness

STATE OF VERMONT
BENNINGTON COUNTY, SS.

At Manchester, Vermont this 29 day of April, 2022 appeared Paul W. Carroccio as Manager and Duly Authorized Agent of Windmill Point Investments LLC and he affirmed the foregoing as his free act and deed and the free act and deed of Windmill Point Investments LLC.



Notary Public

David Richard Langsett
Notary Public State of Vermont
Commission
★No. 157.0012767★
My Commission Expires 1/31/2023

David Richard Langsett
Notary Public State of Vermont
Commission
★No. 157.0012767★
My Commission Expires 1/31/2023

**Lease Option Agreement
Windmill Point B**

This option to enter into a Lease Agreement (“Option Agreement” or “Agreement”) is hereby entered into by and between **Windmill Bay Farms LLC**, (together, “Owner”) and **Star Wind Turbines, LLC**, a Vermont Limited Liability Company with offices at 95 Tesla Lane, East Dorset, Vermont (“Star Wind”), each a “Party” and together the “Parties.”

WHEREAS, the Owner is the owner of certain real estate located in Alburgh, Vermont; and

(Selected 20 acre area on 258 acres, 136 US route 2 north Route 2, Alburgh, VT)(Exhibit A)

WHEREAS, the Parties have agreed that Star Wind may lease said real estate from the Owner; and

WHEREAS, the Parties wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

1. Option. The Owner hereby grants to Star Wind an exclusive irrevocable option to lease the selected 20 acre area on 258 acre property as shown in Exhibit A for the purpose of installing and operating wind generating facilities (hereinafter “Property”) for a one-time payment of one dollar and other consideration.
2. Warranties. The Owner hereby warrants and represents that Owner (a) owns the Property in fee simple absolute; (b) has the sole and unilateral right and authority to enter into this Option Agreement; and (c) has and will maintain good and marketable title to the Property, free and clear of any encumbrances that could reasonably be expected to have a material adverse effect on development of the Property for a wind energy generating facility.
3. Term. The Option is granted for a term of 30 months from the last date of execution below.
4. Exercise of Option. Star Wind may exercise the Option at any time during the Term in its sole discretion by providing written notice to the Owner. The formal Lease Agreement, which has been fully negotiated and agreed to by Owner and Star Wind, and included herein as Exhibit B, shall be executed by both Parties at that time.
5. Inspect and survey. During the Term of this Agreement, Owner shall permit Star Wind and its authorized employees, agents and representatives to enter upon the Property at reasonable times during normal business hours to inspect the Property and perform inspections, surveys, soil borings, percolation tests, engineering procedures, environmental investigations, and other tests or reports on, over and under the Property (hereafter referred to as “inspections and surveys”) necessary to determine if Star Wind’s use of the Property will be compatible with Star Wind’s engineering specifications, system, design, operations and Government Approvals. Star Wind shall notify Owner of its intention, or the intention of its employees, agents or representatives to enter the Property at least twenty-four (24) hours prior to each day’s intended entry. Star Wind shall bear the costs of all inspections and surveys.

6. Miscellaneous.

- a. Assignment. This Option Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns. Neither Party may assign this Option Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed, or denied. Notwithstanding the preceding, Star Wind may assign this Option without written approval for the purposes of securing credit and financing.
 - b. Independent Parties. Nothing contained herein shall be construed as establishing a joint venture or partnership between the Parties. Each Party to this Option Agreement shall have no control over the other Party's manner or method in which it performs its services or obligations, except as expressly provided herein.
 - c. Choice of Law and Venue. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Vermont. The venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Option Agreement shall be the state courts of Vermont.
 - d. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Option Agreement shall not operate as, or be construed to be, a waiver by that Party of any subsequent breach of the same or other provision.
 - e. Severability. If any provision of this Option Agreement is held invalid, illegal, or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law: (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties hereto as nearly as may be possible, (b) such invalidity, illegality, or unenforceability will not affect the validity, legality, or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.
7. Exclusivity. For so long as the Option is in effect, Owner agrees that he / she shall not market the Property to any other third party, for any similar or other use.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option Agreement:

OWNER: Windmill Bay Farms LLC, 695 Firehouse Road, Alburgh, VT 05440

By: *Loren Palmer*

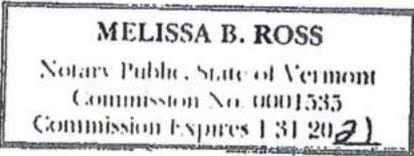
Date: 6-30-20

STATE OF VERMONT

~~Alburgh~~ Chittenden COUNTY, SS

June 30, 2020

On June 30 20 20, personally appeared before me, Loren Palmer, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the OWNER, and of his authority herein to act on its behalf.



Before me, *Melissa B. Ross*
Notary Public

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option Agreement:

STAR WIND TURBINES, LLC, 95 Tesla Lane, East Dorset VT.

By: *Mark A. Day*

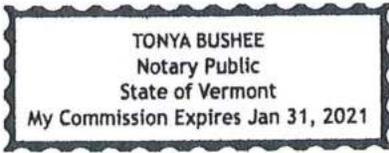
Date: 6-30-2020

STATE OF VERMONT

Bennington COUNTY, SS

June 30, 2020

On June 30 2020, personally appeared before me, Jason Day, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of STAR WIND TURBINES, LLC, and of his authority herein to act on its behalf.



Before me, *Tonya Bushee*
Notary Public

Exhibit A

Map of Property

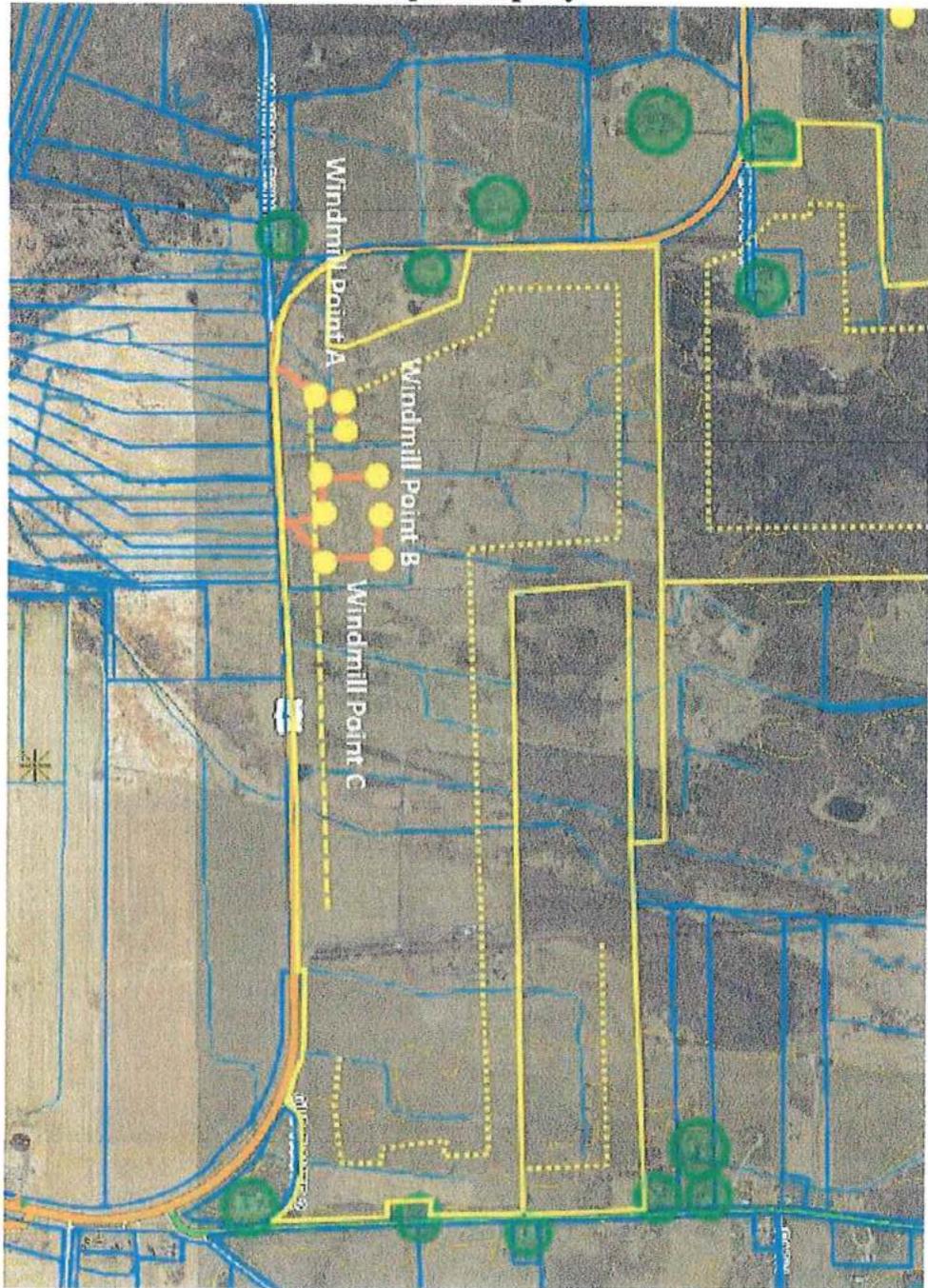
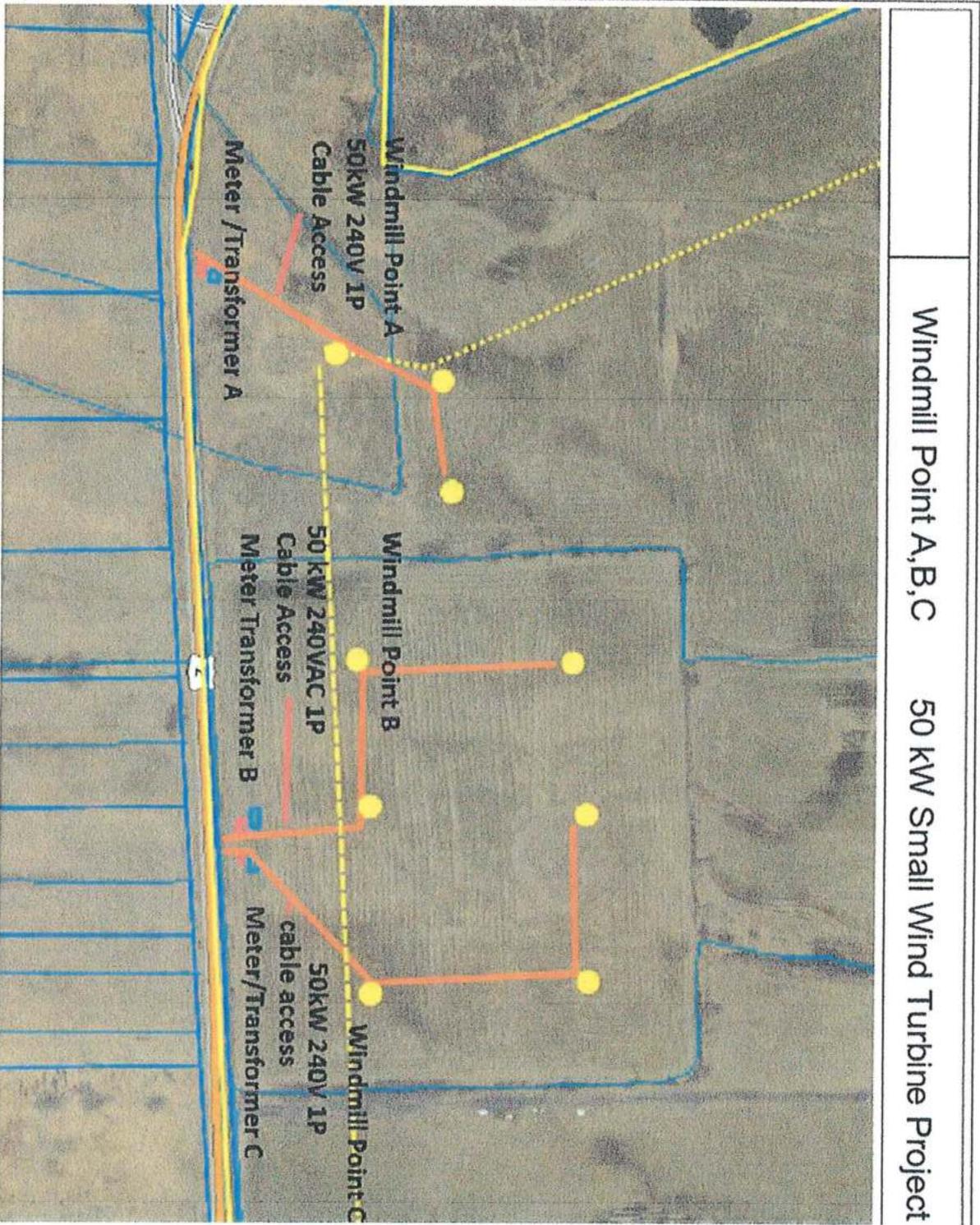


Exhibit A Continued



Windmill Point A,B,C

50 kW Small Wind Turbine Project

Exhibit B

Premises Lease Agreement Lease Agreement

This Premises Lease Agreement ("Lease Agreement" or "Agreement") is made on the ____ day of _____, 20____, by and between Windmill Bay Farms LLC, 695 Firehouse Road, of Alburgh, in the county of Grand Island, Vermont (together, "Landlord") and STAR WIND TURBINES, LLC, a Vermont Limited Liability Company with offices at 95 Tesla Lane, East Dorset, Vermont ("Tenant") (each individually a "Party" and together "the Parties").

RECITALS

WHEREAS, the Landlord is the owner of certain real property located in Alburgh, Vermont, conveyed to Landlord by _____ Deed dated __ June 10 2003, _____, recorded in Book _103__ at Page __450__ of the Alburgh, Vermont land records, and with the E-911 address of 136 US route 2 north Route 2, Alburgh, VT, and as more particularly described in Exhibit 1 ("the Property") and Tenant desires to lease a portion of the Property as more preliminarily and particularly described below; and

WHEREAS, Tenant designs, installs, operates, and maintains equipment and systems, including wind turbines, electric generators, poles, and other structures, conduits, inverters, transformers, meters, batteries, electrical and communications wires and cables, antennas, pedestals, concrete and metal pads, guy wires and anchors (together "Wind Turbines"), along with security devices, fences, gates, and related fixtures, ancillary equipment and other appurtenances, and including a free-standing structure to house equipment and tools (the "Power Shed"), that together produce electricity from exposure to wind for sale and distribution to the electric grid; and

WHEREAS, Landlord and Tenant desire to have a wind turbine electric generation facility that includes Wind Turbines, Power Shed, and related equipment described above ("the Project") to be located within the Site described in Attachment 2 ("the Site").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

- 1. Lease.** Landlord hereby leases the Premises to the Tenant pursuant to the terms and conditions of this Lease Agreement.
- 2. Permitted Use.** Tenant may use the Premises to construct, install, inspect, operate, monitor, maintain, calibrate, repair, and replace the Project on the Site for purposes of generating and delivering generated renewable electricity to the local utility. Tenant may also plant, maintain, and remove vegetation for screening purposes on the Premises and maintain access to the Site and Premises.
- 3. Access and Easements.** Landlord agrees at all times to allow Tenant access to the Property and Site to construct, install, inspect, operate, monitor, maintain, calibrate, improve, and replace the Project on the Premises. Landlord shall also provide Tenant with adequate space on the

Property and Site during the construction of the Project for the Tenant's construction of the Project including reasonable access, staging and laydown areas, including the right to erect temporary structures, store and operate equipment, and to make improvements necessary for staging and laydown purposes.

Landlord further hereby grants to Tenant, and shall execute such additional instruments or documents as may be necessary or appropriate to fully vest in Tenant, the following easements and related rights:

- a. An irrevocable easement and right during the Term of this Lease Agreement and any Term Extension over the Property and Site for all manner of vehicular and pedestrian ingress and egress to enable Tenant and its employees, agents and representatives to use the Site and Premises for siting, development, enhancement, installation, construction, operation, inspection, maintenance, replacement, repair, improvement, and removal of the Project and to exercise the rights granted herein, including without limitation the right to construct such temporary access roads as may be necessary or appropriate for such purposes.
- b. An irrevocable easement and right during the Term of this Lease Agreement and any Term Extension to capture, use, and convert the unobstructed wind resources over and across the Property and Site and any adjacent property owned by Landlord and to prevent measurable diminishment in output due to obstruction of wind across the Property including but not limited to an easement right to cut down, trim, and to keep cleared by all reasonable means all trees and other vegetation growing within or overhanging the Premises or other lands of Landlord as in Tenant's judgment may block, shield, interfere with, or endanger the most efficient and safe operation of the Windmills, and to remove all structures placed on or within the Premises in violation of Tenant's rights and privileges hereunder.
- c. An irrevocable easement during the Term of this Lease Agreement and any Term Extension over the Property and Site to create electromagnetic, visual, view, light, noise, vibration, electrical, and other effects attributable to Windmills.
- d. An irrevocable easement during the Term of this Lease Agreement and any Term Extension over the Property and Site to allow the Project to interconnect to the electrical grid.

4. Construction of the Project. The installation and construction of the Project shall be performed in a good and workmanlike manner, consistent with all permits, licenses, and approvals.

5. Interconnection. Tenant shall be responsible for the interconnection of the Project and Landlord shall cooperate with Tenant and with any applicable utility and municipal and regulatory authorities in Tenant's pursuit of all permits, licenses, approvals, and other authorizations that may be required in order to effect the location, construction, installation, operation, maintenance, repair, and interconnection of the Project consistent with this Lease. The date at which the Project is energized and permitted to operate by the utility and state regulatory authority shall be the date of commissioning ("the Commissioning Date"). Tenant shall mark or flag all underground lines, wires, cables, and other associated infrastructure and equipment, and Landlord shall not dig at or near such line, wires, cables, and other associated infrastructure and equipment.

6. Approvals, Licenses and Permits. Tenant shall obtain all necessary approvals, licenses, permits and other authorizations required for the location, installation, construction, operation, maintenance, repair, and interconnection of the Project, and pay all permit, license, and approval fees and expenses required in connection with its activities under this Lease. The Landlord shall cooperate with Tenant in obtaining all such approvals, licenses, permits and authorizations and, as necessary, transfer Project permits, licenses, approvals and authorizations to Tenant for purposes of operating and maintaining the Project. To the extent that any permit, license, approval or authorization must be obtained by Landlord, the Landlord agrees that it will grant all material decision-making rights with respect to such permit, license, approval or authorization to Tenant.

7. Exposure to Wind. If not part of normal farming operations, the Landlord covenants that it will allow the tenant to cut, trim, prune, and maintain vegetation and otherwise use its best efforts to not allow vegetation on the Property and Site to grow in a manner or initiate or conduct any activities that could reasonably diminish the access or exposure of the Windmills to wind while this Lease Agreement remains in effect.

8. Use of Subcontractors. The Tenant shall be permitted to license subcontractors or agents to perform any of its obligations under this Lease Agreement.

9. Landlord not to Interfere with the Project. The Landlord and any of its representatives shall not tamper with or undertake any maintenance, repair, changes, or alterations to the Premises or the Project without the express written permission of the Tenant. The Landlord shall take reasonable measures necessary to ensure that the operation, maintenance, and other use of the Property and Site does not unreasonably impede, interrupt, diminish or prevent the generation and supply of electricity by the Project or damage, restrict or otherwise adversely impact the siting, location, installation, operation, repair and maintenance of the Project or the Tenant's performance under this Lease Agreement.

10. Cooperation in Securing Rebates, Tax Credits, and other Economic Benefits. The Landlord will cooperate with Tenant in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates, credits, rebates, or tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become available to the Tenant in connection with the Project. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors, heirs, and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.

11. Taxes and Utility Expenses. Landlord shall pay on or before when due all taxes, if any, including real estate taxes assessed on the Property and land underlying the Premises and any penalties or assessment under Vermont's current use value program, imposed in connection with this Lease or the use of the Site and Premises by the Tenant. Landlord shall remove portions of the Property from the current use value program or modify relevant current use land management plans as necessary to allow for the installation, maintenance, and operation of the Project.

Tenant shall pay to Landlord all personal property taxes assessed against the Project infrastructure and any increase in real property taxes attributable to the Project within thirty (30) days of receipt of a bill from Landlord for taxes attributable to the Project.

Tenant shall have the right to cause utilities services to be installed at the Property to service the Premises, at Tenant's sole expense, and to improve the present utilities services to the site. Tenant shall pay for all utilities costs associated with the Project.

12. Term. This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate twenty (20) years from the Commissioning Date, unless terminated earlier in accordance with the terms and conditions of this Agreement ("the Term").

13. Rent. Tenant shall pay the Landlord rent in the amount of \$2,000 (two thousand dollars) per Wind Turbine per year, which shall become due and payable on the Commissioning Date and every anniversary of the Commissioning Date thereafter for the duration of this Lease Agreement.

14. Sign-on Bonus. In addition to Rent, Tenant shall pay Landlord a one-time payment of \$2,000 (two thousand dollars) per wind turbine which shall become due and payable on the Commissioning Date.

15. Premises Leased. Landlord agrees that Tenant may install the Project in the locations that the Tenant chooses within the Site. Those locations, "the Premises," shall consist of a fifty-foot (50') radius circle around each installed Windmill, with the Windmill at the center of each circle, in addition to a separate area for a Power Shed.

16. Right to Enter; Use of the Property, Site, and Premises. Tenant has the exclusive right to use and enter the Premises for the Term of this Agreement and any Term Extension and may exclude others from entering the Premises during this time. Tenant shall allow Landlord to enter the Premises upon twenty-four (24) hours' notice. Landlord may continue to use the Site and Property insofar as that use does not unreasonably interfere with the operation of the Project or the provisions set out in Sections 3, 4, 5, 7, and 9 of this Agreement.

17. Ownership of the Project. The Project shall be and remain the personal property of the Tenant and shall not be or become fixtures, notwithstanding the manner in which the Project is or may be affixed to the Premises. The Landlord shall not suffer or permit the Project to become subject to any lien, security interest, or encumbrance of any kind, and the Landlord expressly disclaims and waives any rights it may have in the Project at any time and from time to time, at law or in equity. The Tenant shall maintain the Project in a good state of repair. The Tenant may grant a security interest in the Project and an assignment for purposes of security to its lender or lenders, and the Landlord shall provide any consent and/or waiver reasonably requested by any lender, consenting to such lender's rights in the Project. After removal of the Project as set out in Section 18, foundation structures and underground cables shall remain on the Property and become fixtures.

18. Removal of the Project. Within six (6) months after the end of the Term or Term Extension, or upon termination of this Lease Agreement, the Tenant, its successors or assigns shall sever, disconnect, and remove the Project and all of the Tenant's other property from the Premises and restore the Premises to as close to original condition as reasonably possible, except foundation

structures and underground cables, which shall not be removed. The removal, repair, and restoration shall be at the sole expense of the Tenant or its successors, heirs and assigns.

19. Title. Landlord represents and covenants that Landlord owns the Site and Premises and the Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title. Landlord further represents and warrants that Landlord is not a party to any, and to Landlord's best knowledge, there are no pending or threatened, legal, administrative, arbitral, or other proceedings, claims, actions, or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i) challenging the validity or propriety of this Lease Agreement, and / or transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

20. Quiet Enjoyment. Landlord covenants and agrees that Tenant, provided it remains in material compliance with its obligations under this Lease Agreement, shall lawfully and quietly have the right to hold, occupy, and enjoy the Premises for the Term of this Lease and any Term Extension free from any claim of any entity or person of superior title thereto without hindrance to or interference with the Tenant's full use and enjoyment thereof.

21. Environmental Matters. Tenant shall not be liable for any past, present, or future contamination or pollution or breach of environmental laws, if any, relating to the Site or Premises or the Property, unless attributable to Tenant's activities, its employees, contractors, or agents. Accordingly: (a) the Tenant shall not be responsible for any work relating to (i) the existence, use, transportation, or treatment of Hazardous Materials, or (ii) the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment of Hazardous Materials, and (b) Landlord agrees to assume full responsibility for (and protect, indemnify and defend the Tenant against, any liability, including reasonable attorneys' fees and court costs, for response costs for any contamination or pollution or breach of environmental laws related to the Site and Premises and the Property, unless and to the extent attributable to Tenant's activities. Tenant may Encounter Hazardous Materials when installing, servicing, expanding, modifying, or maintaining the Project. In the event Tenant encounters any Hazardous Material at the Site or Premises, Tenant shall promptly cease any work in progress in an orderly, safe, and efficient manner and inform Landlord of the nature and location of said Hazardous Materials. It shall then be Landlord's responsibility to eliminate or contain such Hazardous Materials in a commercially reasonable manner in compliance with law to allow Tenant to continue or finalize any work in progress in a safe and prompt manner.

22. Government Approvals. Landlord acknowledges that Tenant's ability to use the Property for the development of a Project is contingent upon obtaining all government and utility approvals, licenses, permits and authorizations. Landlord shall cooperate with Tenant in its effort to obtain all such permits, licenses, approvals and authorizations. Should Tenant be unable to obtain all necessary permits, licenses, approvals and authorizations or be unable to maintain such permits, licenses, approvals and authorizations due to changes in law or other circumstances not presently contemplated, this Agreement shall terminate at Tenant's option as outlined further in Section 23 below.

23. Right to Terminate. Prior to the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing prior written notice to the Landlord for any reason or no reason. On or after the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing at least six (6) months' prior written notice to the Landlord. After the Commissioning Date, Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

- a. Any governmental agency or utility denies a request by Tenant for, substantially conditions the permit, license, approval, authorization or request by Tenant to the extent the Tenant concludes in its sole discretion that it cannot proceed with the Project, or revokes a permit, license, approval or authorization that is required for Tenant to construct or operate the Project and infrastructure on the Site or Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Site or Premises for its intended purpose or substantially reduce its use for its intended purpose, to be decided solely by the Tenant;
- c. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Site or Premises;
- d. Utilities necessary for Tenant's use of the Site or Premises are no longer available to the Site or Premises or are substantially reduced or degraded to prevent the output as approved or contemplated by the regulatory approvals received for the Project; or
- e. The Site or Premises and /or Project are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Site or Premises.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove the Project as provided in Section 18. Should Tenant terminate in accordance with this Section 23, Tenant shall remove the system in accordance with Section 18 above.

24. Assignment. Upon written notice to the other Party, this Lease Agreement and the rights and obligations of either Party hereunder may be assigned provided, however, that any such assignment will not relieve any assignee of any of its obligations or liability hereunder.

25. Liability for Injury and Damage. Tenant shall defend, indemnify, and hold harmless the Landlord from any and all liability, loss, cost, damage, or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by the Project and/or caused by any act, omission, or neglect of the Tenant or its subcontractors, agents, servants, employees, invitees, visitors, or guests, including reasonable attorney's fees, court costs, and other litigation expenses, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

Landlord shall defend, indemnify and hold harmless the Tenant from any and all liability, loss, cost, damage, or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by any act, omission, or neglect of the Landlord or its subcontractors, agents, servants, employees, invitees, visitors, or guests, including

reasonable attorney's fees, court costs, and other litigation expenses, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, invitees, agents or independent contractors.

Prior to commencing operations, Tenant shall obtain liability insurance naming the Landlord an additional insured for this purpose in an amount not less than \$1,000,000 per occurrence and in the aggregate. Tenant shall provide the Landlord with certificate(s) of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this Section 25.

26. No Acceleration or Liquidated Damages. Landlord certifies the Agreement contains no right to accelerate rent and there are no liquidated damage provisions contained herein.

27. Revocation. In the event of a material default in the terms of this Lease Agreement by either the Landlord or the Tenant, the other Party may terminate this Lease Agreement. Events that shall constitute a default under this Lease Agreement shall include, but not be limited to, a Party's failure to perform or comply with any material provision of this Lease agreement; an unauthorized assignment, a Party's insolvency or inability to pay debts as they mature, or an assignment for the benefit of creditors; or if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a Party.

No party shall be in default under this Lease Agreement unless and until it has been given written notice of a breach of this Lease Agreement by the other Party and shall have failed to cure such breach within thirty (30) days after receipt of such notice. When a breach cannot reasonably be cured within such thirty (30) day period, the time for curing may be extended by agreement of the Parties for such time as may be necessary to complete the cure, provided that the defaulting Party shall have proceeded to cure such breach with due diligence.

Additional: If the project has not been terminated per (23 or 28 force majeure) and the tenant has defaulted on paying the rent due. The tenant will have 1 year to solve the default. The tenant will pay all legal fees to solve the default. After 1 year if the default is not resolved, the landlord will have the right to terminate the lease and be compensated for the balance of the 20 yr. lease agreement and for the cost of the project removal per(18). The landlord will be granted the following recourses

- a. Garnish any funds from the Standard Offer Program contract.
- b. Removal and Resale of the use Wind turbine equipment.
- c. Any other civil action.

Force Majeure. In the event of a Force Majeure Event, as identified further below, Tenant shall be relieved from any future Rent payments and any other obligations under this Agreement, except its obligation to remove the Project as provided in Section 18. "Force Majeure Event" means any act, event, cause, or condition that prevents Tenant from performing its obligations, and is beyond the Tenant's reasonable control.

A Force Majeure Event may include, but shall not be limited to the following: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the withdrawal or denial of any necessary approvals, licenses, permits, or other authorizations required under Section 6 of this Agreement; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means), including the withdrawal or discontinuation of the standard offer program or subsequent Vermont program; the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued) or utility for use of output, transmission, or distribution of the output of this property; unavailability of electricity, transmission, distribution, or other necessary service from the utility grid, equipment, supplies, or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); failure of distribution utilities to purchase energy generated by the Project; and failure of equipment not utilized by or under the control of the Party claiming a Force Majeure Event.

28. Miscellaneous Provisions.

- a. **Applicable Law.** This Lease Agreement shall be interpreted and governed by the laws of the State of Vermont.
- b. **Rules of Interpretation.** Titles and headings are included in this Lease Agreement for convenience only and shall not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires. To the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement
- c. **Severability.** If any portion of this Lease Agreement shall be held to be invalid or unenforceable for any reason, or stricken from this Agreement, the remaining provisions, terms, or conditions, or provisions thereof, and the application of such provision(s), term(s), and condition(s) shall not be affected thereby and shall continue to be valid and enforceable to the extent permitted by law. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- d. **Specific Performance.** The Parties agree that in the event the Landlord is in material default under this Agreement, the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.
- e. **Entire Agreement; Amendments and Waivers.** This Lease Agreement, including Attachments 1, 2, 3, and 4, constitutes the entire agreement between the Parties and supersedes the terms of any previous agreement or understanding, oral or written. Any waiver or amendment of this Lease Agreement must be in writing. A Party's waiver of

any breach or failure to enforce any of the terms of this Lease Agreement shall not affect or waive that Party's right to enforce any other term of this Lease Agreement.

- f. **Further Assurances.** Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement if the request from the other Party is reasonable.
- g. **Recordation.** The Parties hereto acknowledge that a memorandum of this Lease Agreement shall be recorded in the local land records, in the form included herein as Attachment 3.
- h. **Specific Performance.** In the event that the Landlord is in material default under this Lease Agreement, then the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.
- i. **No Joint Venture.** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint ventures, nor to make Landlord in any way responsible for the debts or losses of the Tenant.
- j. **Duly Authorized Agents, Counterparts.** Each Party warrants that it has executed this Agreement by its duly authorized agents and representatives. This Agreement may be signed in multiple counterparts and exchanged by electronic transmission, with such electronic version or original counterparts having the same force and effect of any original signature and original Agreement.
- k. **Effect of Agreement.** The Parties jointly drafted this Agreement and it shall not be construed for or against any Party based on a Party's level of participation in drafting the Agreement. The undersigned represent and warrant they have sought and obtained the legal advice they deem necessary from their own separate legal counsel before executing this Agreement.
- l. **Default:** If the project has not been terminated per (23 or 28 force majeure) and the tenant has defaulted on paying the rent due. The tenant will have 1 year to solve the default. The tenant will pay all legal fees to solve the default. After 1 year if the default is not resolved, the landlord will have the right to terminate the lease and be compensated for the balance of the 20 yr. lease agreement and for the cost of the project removal per(18). The landlord will be granted the following recourses
 - 1. Garnish any funds from the Standard Offer Program contract.
 - 2. Removal and Resale of the use Wind turbine equipment.
 - 3. Any other civil action.

m. **Abandoned:** If the lease is abandoned or terminated per (23 or 28 force majeure) The tenant will be responsible to remove the turbines per (18). If there is a default on removal the tenant will be responsible for all legal fees to solve the default. After 1 year if the default is not resolved, the landlord will have the right to terminate the lease and be compensated for the cost of the project removal per (18). The landlord will be granted the following recourses

1. Garnish any funds from the Standard Offer Program contract.
2. Removal and Resale of the use Wind turbine equipment.
3. Any other civil action.

29. Notices. All notices, demands, request, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service, or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord:

Windmill Bay Farms LLC
695 Firehouse Road
Alburgh, VT 05440

To Tenant:

Jason Day
Star Wind Turbines LLC
95 Tesla Lane
East Dorset, VT 05253

The address to which any notice, demand, or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party as above provided.

[SIGNATURE PAGE FOLLOWS]

Lease Agreement Signature Page

IN WITNESS WHEREOF, the Parties, as evidence by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this ____ day of _____, 20____.

IN PRESENCE OF:

Star Wind Turbines, LLC

Witness

By: _____
Jason Day
President / CEO

Landlord: Windmill Bay Farms LLC
695 Firehouse Road
Alburgh, VT 05440

Witness

By: _____

Witness

By: _____

Attachment 1

Deed for Landlord's Property

Exhibit A

Site Map

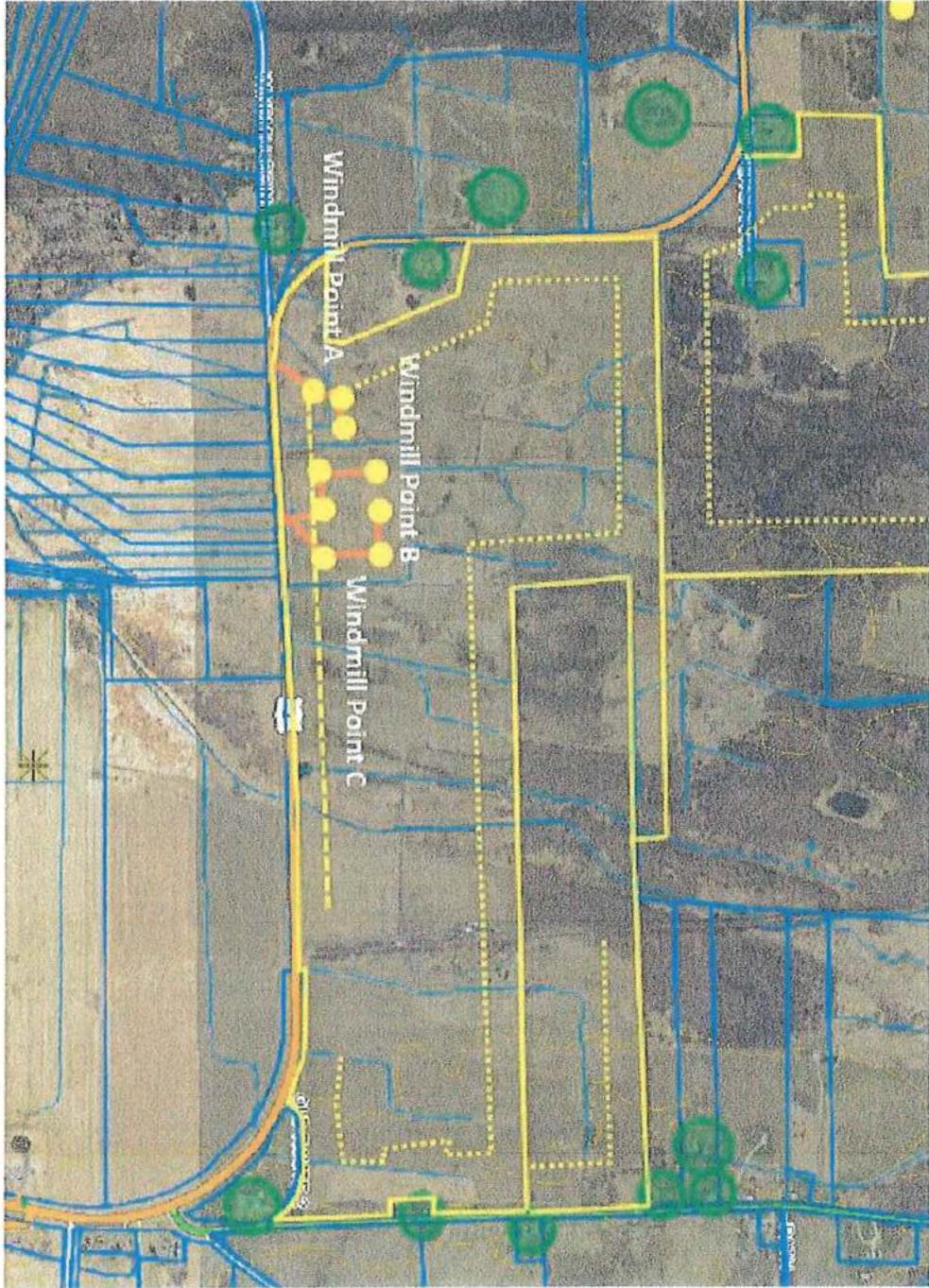
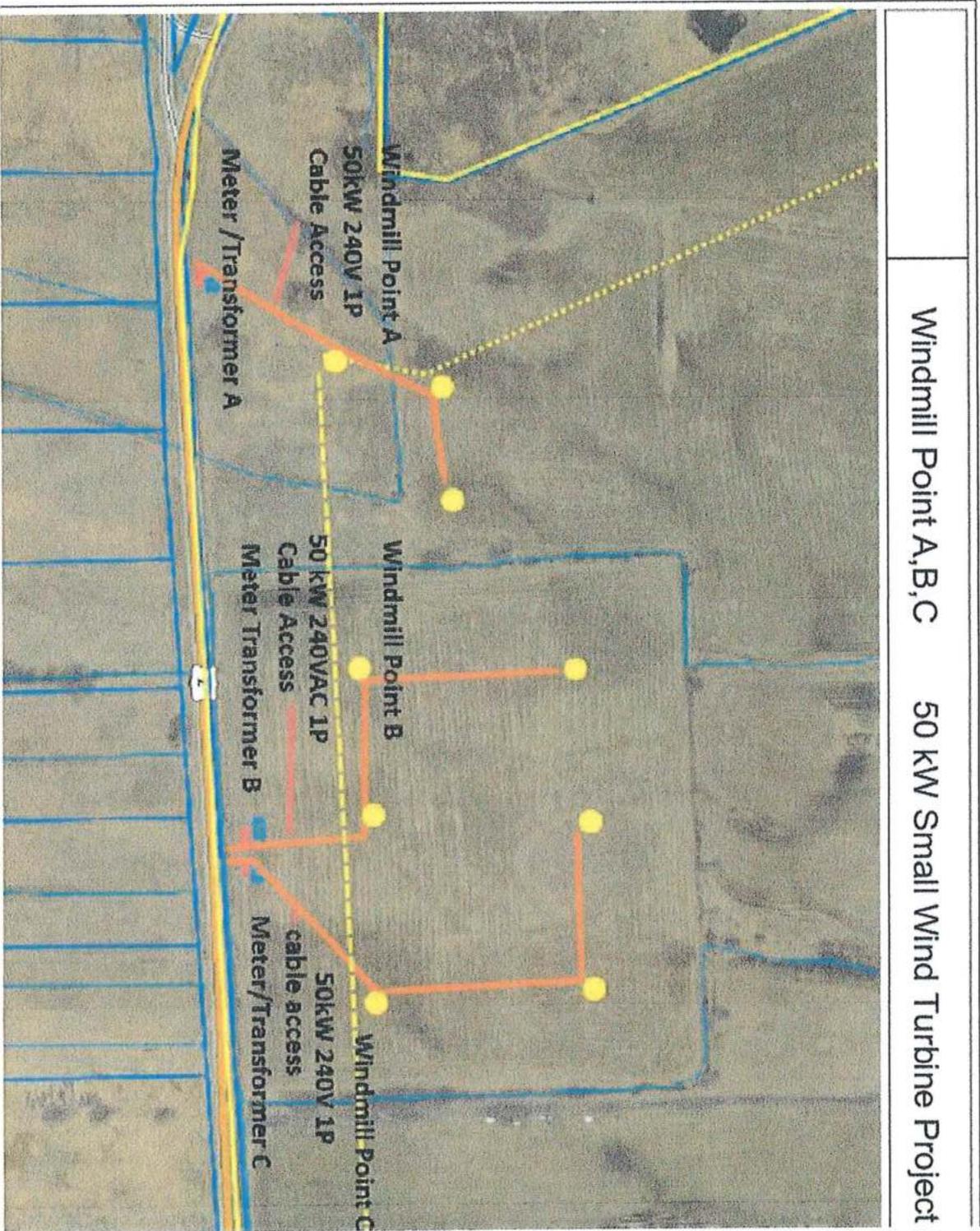


Exhibit A continued



Attachment 3

Memorandum of Lease

KNOW ALL PERSONS BY THESE PRESENTS that a certain Premises Lease Agreement (the "Lease") was entered into on _____, 20__ by _____ (hereinafter "Lessee") and _____ (hereinafter "Lessor"), with an effective date of _____, 20__.

1. Property Affected by the Lease. The leased property is a portion of the property located in Glover, Vermont, conveyed to _____ by _____ Deed dated _____, recorded in Book ____ at Page ____ of the Alburgh, Vermont land records, that portion being the area shown in Attachment A.
2. Term of Lease. The Lease commences on _____, 20__, and continues for twenty (20) years and ninety (90) days following the Commissioning Date of the wind electric generation facility to be constructed on the leased property by the Lessee. The Commissioning Date is defined in the Lease as the date on which the facility is energized and permitted to operate.
3. Restriction on Assignment. The Lease may be assigned by the Lessor without restriction or limitation, but may only be assigned by Lessee upon written consent of the Lessor.
4. Extension and Renewal. The Lease may be extended for four (4) additional five (5) year terms at the option of the Lessee.
5. Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the lease.
6. Location of Original Lease. The original signed copy of the Lease will be maintained at the office of the Lessor.
7. Conflict with Lease. The provisions of this Memorandum shall not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease shall control in all respects.
8. Miscellaneous. All capitalized terms not defined herein shall have the meaning set forth in the Lease. This Memorandum shall be governed by the laws of the State of Vermont.

END OF TEXT – SIGNATURE PAGE FOLLOWS

DATED at _____ this ____ day of _____, 20__

Lessor: _____

By: _____

Date: _____

STATE OF VERMONT

_____ COUNTY, SS

_____, 20__

On _____ 20__, personally appeared before me, _____, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the OWNER, and of his authority herein to act on its behalf.

Before me,

Notary Public

DATED at _____ this ____ day of _____, 20__

STAR WIND TURBINES, LLC

By: _____

Date: _____

STATE OF VERMONT

_____ COUNTY, SS

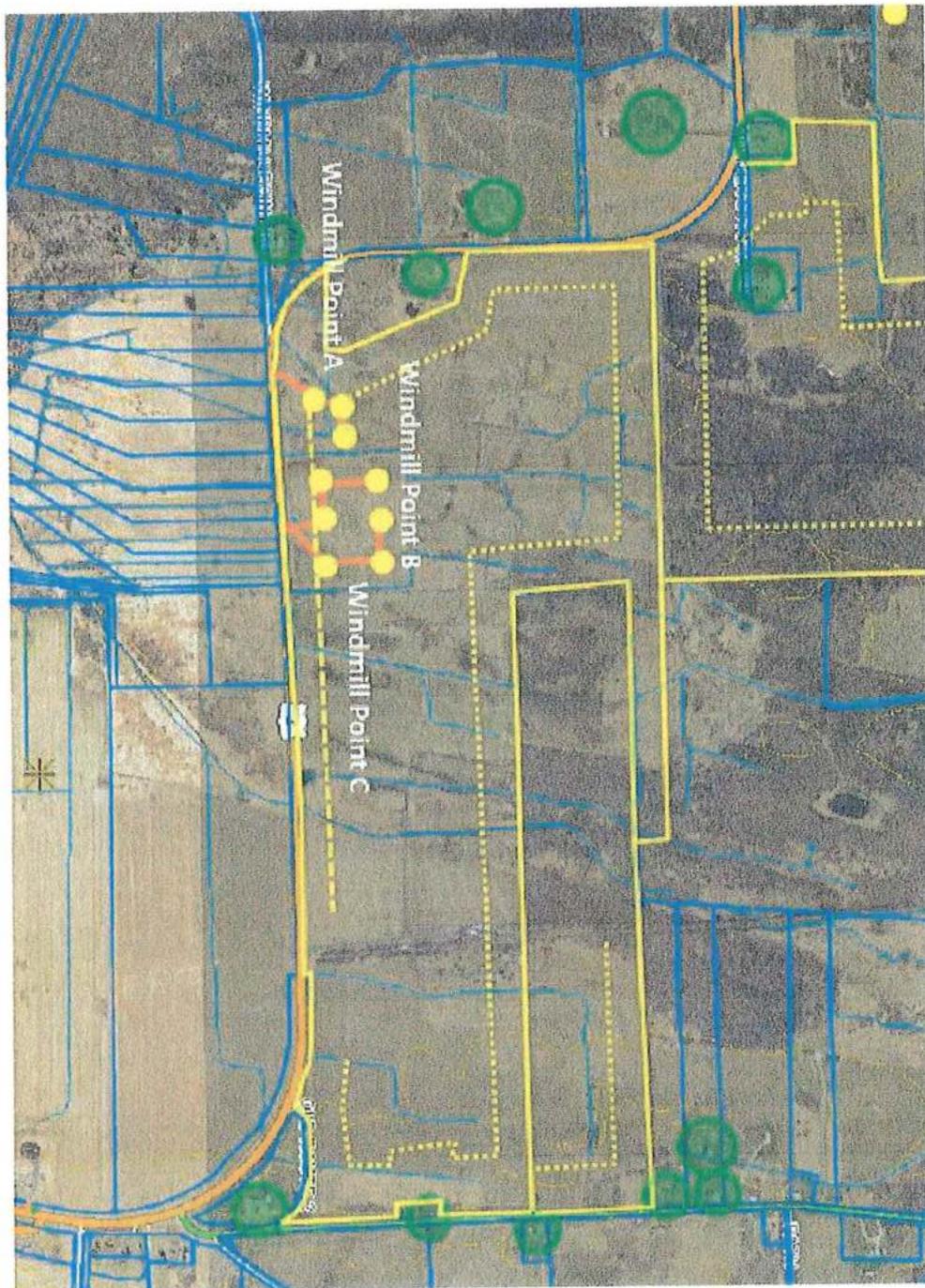
_____, 20__

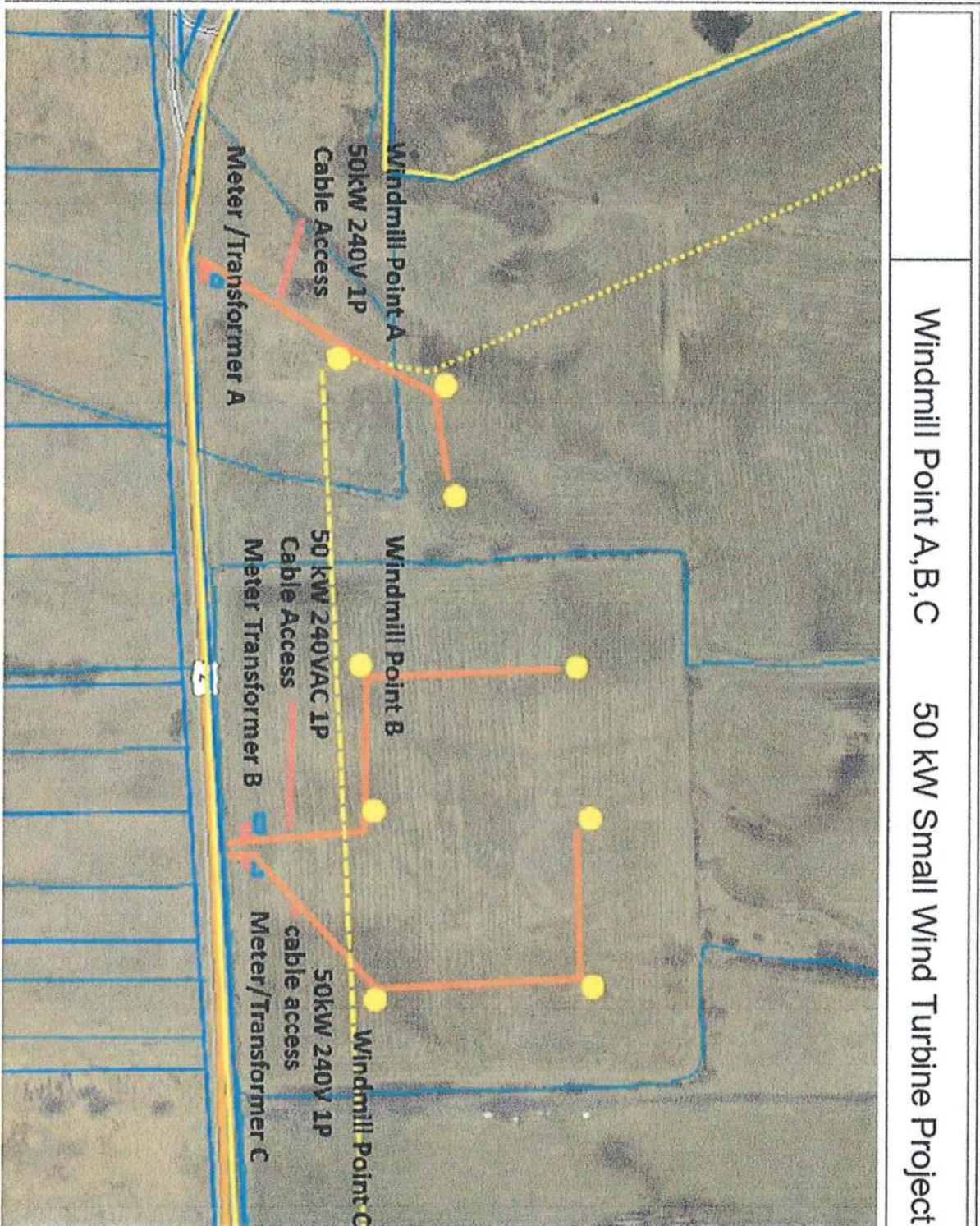
On _____ 20__, personally appeared before me, _____, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of STAR WIND TURBINES, LLC, and of his authority herein to act on its behalf.

Before me,

Notary Public

**Map of Property
Exhibit A**







2022 STANDARD OFFER RFP APPLICATION

I. PLANT INFORMATION						
PLANT NAME Alburgh Wind C						
PROPOSAL PRICE [\$ / kWh to four decimal places] \$ <u>0.258</u> _____	PROPOSAL SECURITY [\$10/kW] \$ <u>500.00</u> _____					
PLANT TECHNOLOGY [Check One]						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Solar <input type="checkbox"/> Biomass <input type="checkbox"/> Landfill Gas <input checked="" type="checkbox"/> Small Wind ≤ 100 kW <input type="checkbox"/> Large Wind > 100 kW </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion </td> </tr> </table>			<input type="checkbox"/> Solar <input type="checkbox"/> Biomass <input type="checkbox"/> Landfill Gas <input checked="" type="checkbox"/> Small Wind ≤ 100 kW <input type="checkbox"/> Large Wind > 100 kW	<input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion		
<input type="checkbox"/> Solar <input type="checkbox"/> Biomass <input type="checkbox"/> Landfill Gas <input checked="" type="checkbox"/> Small Wind ≤ 100 kW <input type="checkbox"/> Large Wind > 100 kW	<input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion					
NAMEPLATE CAPACITY IN kW [kW AC for Solar] 50 kW	INTERCONNECTING UTILITY VEC					
PLANT STREET ADDRESS 132 Rt. 2, Alburgh, VT SPAN 009 003 10167						
PLANT CITY Alburgh	STATE VT	ZIP CODE				
PLANT TECHNOLOGY BLOCK [Check ONLY One]						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">DEVELOPER BLOCK</th> <th style="width: 50%; padding: 5px;">PROVIDER BLOCK [For Utility Use Only]</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Price-Competitive <div style="text-align: center;">OR</div> <i>Technology Diversity:</i> <input type="checkbox"/> Biomass <input checked="" type="checkbox"/> Small Wind ≤ 100 kW <input type="checkbox"/> Large Wind > 100 kW <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion </td> <td style="padding: 5px;"> <input type="checkbox"/> Provider Plant </td> </tr> </tbody> </table>			DEVELOPER BLOCK	PROVIDER BLOCK [For Utility Use Only]	<input type="checkbox"/> Price-Competitive <div style="text-align: center;">OR</div> <i>Technology Diversity:</i> <input type="checkbox"/> Biomass <input checked="" type="checkbox"/> Small Wind ≤ 100 kW <input type="checkbox"/> Large Wind > 100 kW <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion	<input type="checkbox"/> Provider Plant
DEVELOPER BLOCK	PROVIDER BLOCK [For Utility Use Only]					
<input type="checkbox"/> Price-Competitive <div style="text-align: center;">OR</div> <i>Technology Diversity:</i> <input type="checkbox"/> Biomass <input checked="" type="checkbox"/> Small Wind ≤ 100 kW <input type="checkbox"/> Large Wind > 100 kW <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion	<input type="checkbox"/> Provider Plant					



2022 STANDARD OFFER RFP APPLICATION

II. PROPONENT CONTACT INFORMATION		
PROponent LEGAL COMPANY NAME Windmill Point Investments		
ORGANIZATION TYPE [Corporation, LLC, etc.] LLC	ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF Vermont	
BUSINESS MAILING ADDRESS 4903 Main St		
CITY Manchester Center	STATE VT	ZIP CODE 05255
CONTACT PERSON NAME AND TITLE Paul W. Carroccio		
PHONE NUMBER 802 779 7277	E-MAIL pwc@tpw.com	

III. THRESHOLD REQUIREMENTS	
Is the plant nameplate capacity 2.2 MW or less?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant located in Vermont?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the proposal price at or below the avoided cost cap?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant commissioned on or after 9/30/09?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant permitted as a net metering system?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is the plant already selling its output to VEPP Inc. or the Vermont electric utilities?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO



2022 STANDARD OFFER RFP APPLICATION

IV. CERTIFICATIONS

By signing below, proponent hereby certifies the following:

If proposed plant is wood biomass, we hereby certify that we are proposing a plant with a design system efficiency (the sum of full load design thermal output and electric output divided by the heat input) of at least 50%.

If proposed plant is food waste, we hereby certify that the proposed food waste anaerobic digestion plant will be fueled greater than 50% by volume from food residuals as defined in 10 V.S.A. § 6602(31).

If proposed plant is located at, adjacent to, or near an existing or proposed renewable energy generation facility, proponent hereby certifies that the two facilities would be considered separate plants under 30 V.S.A. § 8002(18).

Proponent hereby certifies that it has site control of the land on which the proposed plant will be constructed.

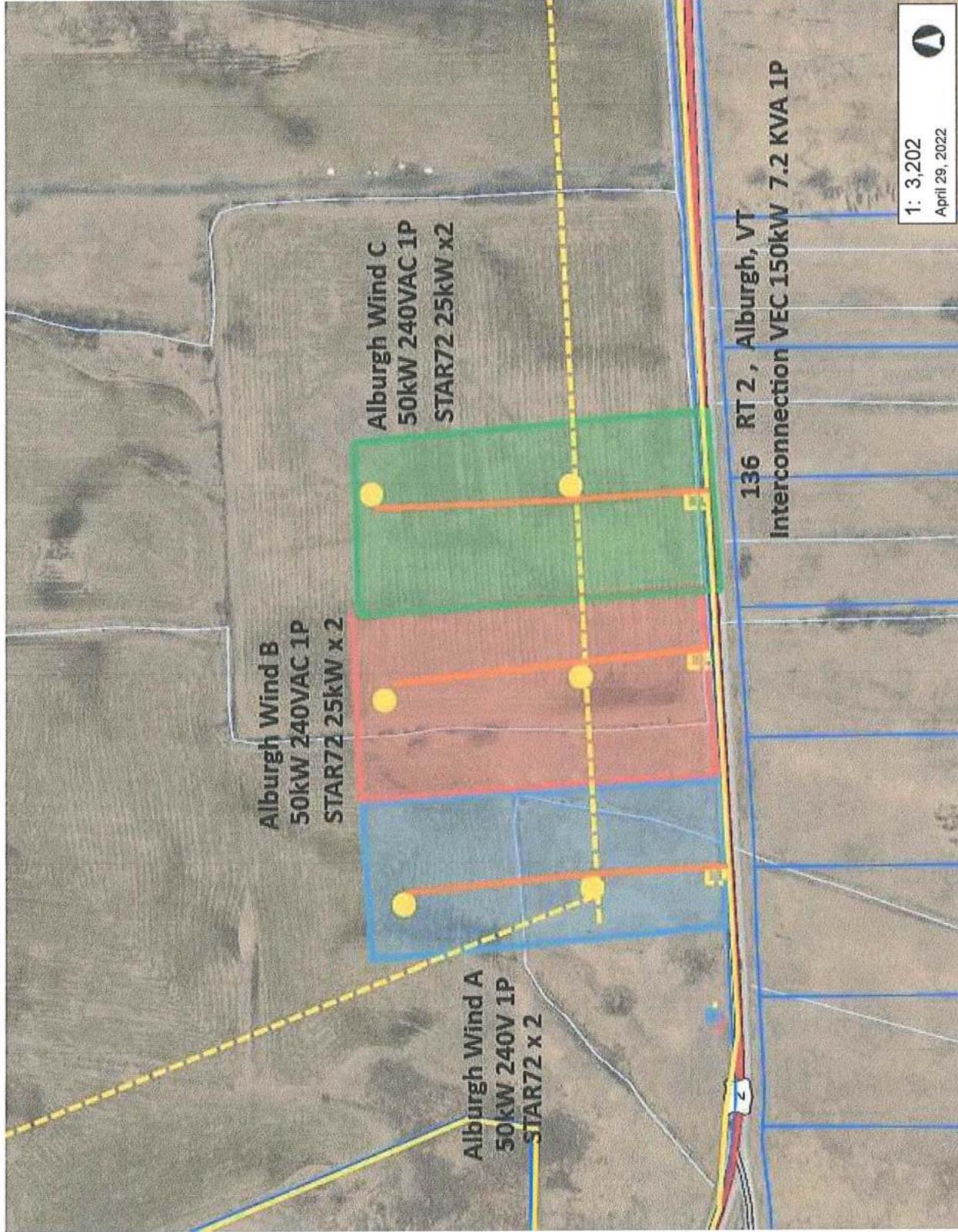
Authorized Representative Signature:

Name: Paul W. Carroccio

Title: Managing Member

Date: 4/29/2022

Alburgh Wind A, B, C 50 kW Wind systems Vermont Standard Offer Program 136 Rt. 2 Alburgh VT.



LEGEND	
[Icon]	Commercial Mining
[Icon]	Dredging
[Icon]	Gravel Mining
[Icon]	Dam
[Icon]	Ledge
[Icon]	Waterfall
[Icon]	Weir
[Icon]	Avulsion
[Icon]	Braiding
[Icon]	Flood Chute
[Icon]	Neck Cut Off
[Icon]	Migration
[Icon]	Animal Crossing
[Icon]	Stream Ford
[Icon]	Berm
[Icon]	Road
[Icon]	Improved Path
[Icon]	Railroad
[Icon]	Bank Erosion
[Icon]	Mass Failure
[Icon]	Parcels (standardized)
[Icon]	Roads
[Icon]	Interstate
[Icon]	US Highway; 1
[Icon]	State Highway
[Icon]	Town Highway (Class 1)
[Icon]	Town Highway (Class 2,3)

NOTES

Map created using ANR's Natural Resources Atlas

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

© Vermont Agency of Natural Resources

ASSIGNMENT AND ASSUMPTION OF LEASE OPTION

This Assignment is dated April 29th, 2022. It is made from

STARWIND TURBINES, LLC
95 TESLA LANE
EAST DORSET, VT 05253

a Vermont limited liability company the "Assignor") to

WINDMILL POINT INVESTMENTS, LLC
4903 Main Street
Manchester Center, VT 05355

a Vermont limited liability company;

(the "Assignee").

Recitals

A. Pursuant to the requirements of a Renewable Energy for America Program Grant application (the "Agreement"), the Assignor agree to transfer to the Assignee, and the Assignee agree to assume from the Assignor, all of Assignor's interests including, but not limited to Lease Option Agreements in a windmill generation farm project known as the Windmill Point Wind Projects A, B, and C in Alburgh, Vermont (the "Premises").

B. Attached as **Exhibit A** is copy of the lease options (each, a "Lease") in effect on the date hereof.

Terms and Provisions

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

Section 1. Representations and Warranties of the Assignor.

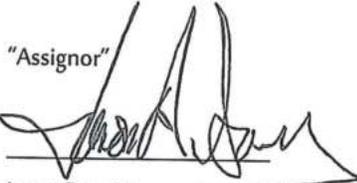
The Assignor represents and warrants to the Assignee as follows:

- (a) There have been no prior assignments of the Lease;
- (b) each Lease is a valid, enforceable agreement between the Assignor and the Landlord named therein;

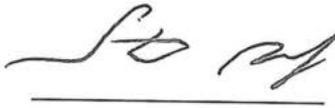
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment.

STARWIND TURBINES, LLC

DATED AT East Dorset, Vermont this 29th day of April, 2022.

"Assignor"


Jason Day, Manager



Witness

STATE OF VERMONT
BENNINGTON COUNTY, SS.

At East Dorset, Vermont this 29 day of April, 2022 appeared Jason Day as Duly Authorized Agent of Starwind Turbines LLC and he affirmed the foregoing as his free act and deed and the free act and deed of Starwind Turbines LLC.



Notary Public

David Richard Langsett
Notary Public State of Vermont
Commission
★No. 157.0012767★
My Commission Expires 1/31/2023

DATED AT East Dorset, Vermont this 29 day of April, 2022.

WINDMILL POINT INVESTMENTS, LLC

"Assignee"


Paul W. Carroccio, Manager and
Duly Authorized Agent



Witness

STATE OF VERMONT
BENNINGTON COUNTY, SS.

At Manchester, Vermont this 29 day of April, 2022 appeared Paul W. Carroccio as Manager and Duly Authorized Agent of Windmill Point Investments LLC and he affirmed the foregoing as his free act and deed and the free act and deed of Windmill Point Investments LLC.



Notary Public

David Richard Langsett
Notary Public State of Vermont
Commission
★No. 157.0012767★
My Commission Expires 1/31/2023

David Richard Langsett
Notary Public State of Vermont
Commission
★No. 157.0012767★
My Commission Expires 1/31/2023

**Lease Option Agreement
Windmill Point C**

This option to enter into a Lease Agreement ("Option Agreement" or "Agreement") is hereby entered into by and between **Windmill Bay Farms LLC**, (together, "Owner") and **Star Wind Turbines, LLC**, a Vermont Limited Liability Company with offices at 95 Tesla Lane, East Dorset, Vermont ("Star Wind"), each a "Party" and together the "Parties."

WHEREAS, the Owner is the owner of certain real estate located in Alburgh, Vermont; and

(Selected 20 acre area on 258 acres, 136 US route 2 north Route 2, Alburgh, VT)(Exhibit A)

WHEREAS, the Parties have agreed that Star Wind may lease said real estate from the Owner; and

WHEREAS, the Parties wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

1. Option. The Owner hereby grants to Star Wind an exclusive irrevocable option to lease the selected 20 acre area on 258 acre property as shown in Exhibit A for the purpose of installing and operating wind generating facilities (hereinafter "Property") for a one-time payment of one dollar and other consideration.
2. Warranties. The Owner hereby warrants and represents that Owner (a) owns the Property in fee simple absolute; (b) has the sole and unilateral right and authority to enter into this Option Agreement; and (c) has and will maintain good and marketable title to the Property, free and clear of any encumbrances that could reasonably be expected to have a material adverse effect on development of the Property for a wind energy generating facility.
3. Term. The Option is granted for a term of 30 months from the last date of execution below.
4. Exercise of Option. Star Wind may exercise the Option at any time during the Term in its sole discretion by providing written notice to the Owner. The formal Lease Agreement, which has been fully negotiated and agreed to by Owner and Star Wind, and included herein as Exhibit B, shall be executed by both Parties at that time.
5. Inspect and survey. During the Term of this Agreement, Owner shall permit Star Wind and its authorized employees, agents and representatives to enter upon the Property at reasonable times during normal business hours to inspect the Property and perform inspections, surveys, soil borings, percolation tests, engineering procedures, environmental investigations, and other tests or reports on, over and under the Property (hereafter referred to as "inspections and surveys") necessary to determine if Star Wind's use of the Property will be compatible with Star Wind's engineering specifications, system, design, operations and Government Approvals. Star Wind shall notify Owner of its intention, or the intention of its employees, agents or representatives to enter the Property at least twenty-four (24) hours prior to each day's intended entry. Star Wind shall bear the costs of all inspections and surveys.

6. Miscellaneous.

- a. Assignment. This Option Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns. Neither Party may assign this Option Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed, or denied. Notwithstanding the preceding, Star Wind may assign this Option without written approval for the purposes of securing credit and financing.
 - b. Independent Parties. Nothing contained herein shall be construed as establishing a joint venture or partnership between the Parties. Each Party to this Option Agreement shall have no control over the other Party's manner or method in which it performs its services or obligations, except as expressly provided herein.
 - c. Choice of Law and Venue. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Vermont. The venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Option Agreement shall be the state courts of Vermont.
 - d. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Option Agreement shall not operate as, or be construed to be, a waiver by that Party of any subsequent breach of the same or other provision.
 - e. Severability. If any provision of this Option Agreement is held invalid, illegal, or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law: (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties hereto as nearly as may be possible, (b) such invalidity, illegality, or unenforceability will not affect the validity, legality, or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.
7. Exclusivity. For so long as the Option is in effect, Owner agrees that he / she shall not market the Property to any other third party, for any similar or other use.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option Agreement:

OWNER: Windmill Bay Farms LLC, 695 Firehouse Road, Alburgh, VT 05440

By: *Loren Palmer*

Date: 6-30-20

STATE OF VERMONT

Alburgh COUNTY, SS
Christie Henderson

June 30, 2020

On 6/30 2020, personally appeared before me, Loren Palmer, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the OWNER, and of his authority herein to act on its behalf.

MELISSA B. ROSS
Notary Public, State of Vermont
Commission No. 0001535
Commission Expires 1/31/2021

Before me,
Melissa B. Ross
Notary Public

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option Agreement:

STAR WIND TURBINES, LLC, 95 Tesla Lane, East Dorset VT.

By: *Jason Day*

Date: 6-30-2020

STATE OF VERMONT

Bennington COUNTY, SS

June 30, 2020

On June 30 2020, personally appeared before me, Jason Day, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of STAR WIND TURBINES, LLC, and of his authority herein to act on its behalf.

TONYA BUSHEE
Notary Public
State of Vermont
My Commission Expires Jan 31, 2021

Before me,
Tonya Bushee
Notary Public

**Map of Property
Exhibit A**

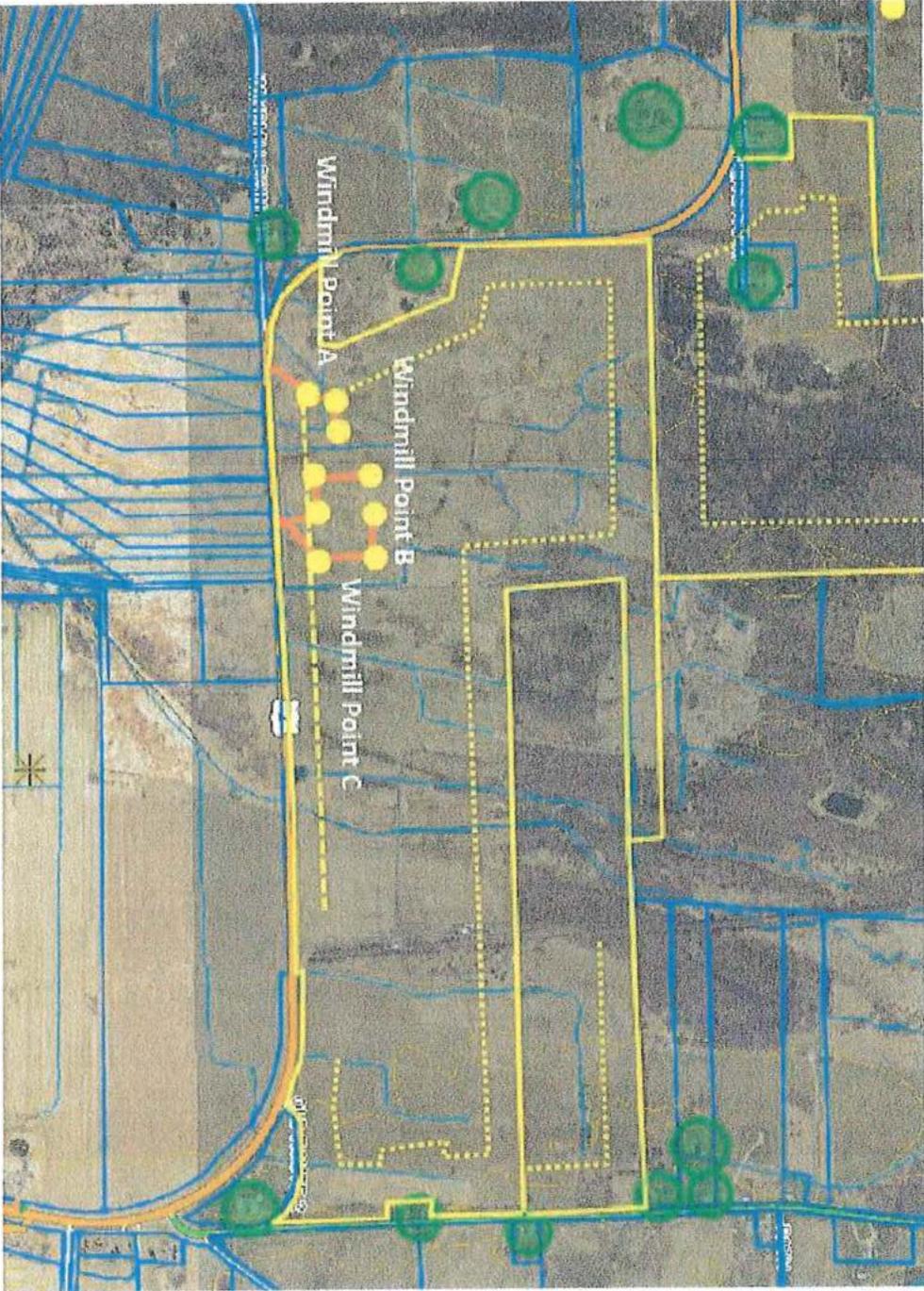
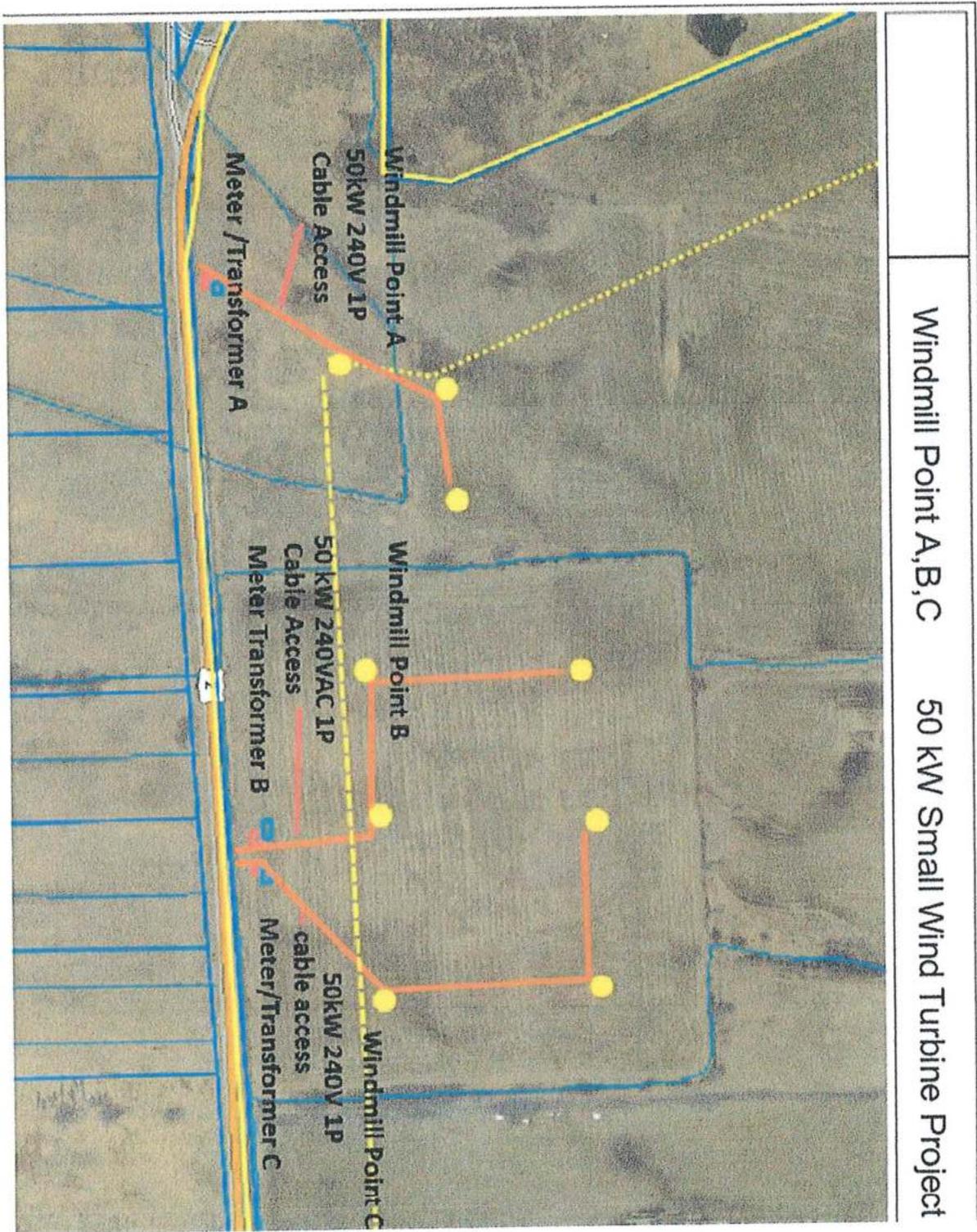


Exhibit A continued



Windmill Point A,B, C 50 kW Small Wind Turbine Project

Exhibit B

Premises Lease Agreement Lease Agreement

This Premises Lease Agreement ("Lease Agreement" or "Agreement") is made on the _____ day of _____, 20____, by and between Windmill Bay Farms LLC, 695 Firehouse Road, of Alburgh, in the county of Grand Island, Vermont (together, "Landlord") and STAR WIND TURBINES, LLC, a Vermont Limited Liability Company with offices at 95 Tesla Lane, East Dorset, Vermont ("Tenant") (each individually a "Party" and together "the Parties").

RECITALS

WHEREAS, the Landlord is the owner of certain real property located in Alburgh, Vermont, conveyed to Landlord by _____ Deed dated __ June 10 2003, _____, recorded in Book _103__ at Page __450__ of the Alburgh, Vermont land records, and with the E-911 address of 136 US route 2 north Route 2, Alburgh, VT, and as more particularly described in Exhibit 1 ("the Property") and Tenant desires to lease a portion of the Property as more preliminarily and particularly described below; and

WHEREAS, Tenant designs, installs, operates, and maintains equipment and systems, including wind turbines, electric generators, poles, and other structures, conduits, inverters, transformers, meters, batteries, electrical and communications wires and cables, antennas, pedestals, concrete and metal pads, guy wires and anchors (together "Wind Turbines"), along with security devices, fences, gates, and related fixtures, ancillary equipment and other appurtenances, and including a free-standing structure to house equipment and tools (the "Power Shed"), that together produce electricity from exposure to wind for sale and distribution to the electric grid; and

WHEREAS, Landlord and Tenant desire to have a wind turbine electric generation facility that includes Wind Turbines, Power Shed, and related equipment described above ("the Project") to be located within the Site described in Attachment 2 ("the Site").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

- 1. Lease.** Landlord hereby leases the Premises to the Tenant pursuant to the terms and conditions of this Lease Agreement.
- 2. Permitted Use.** Tenant may use the Premises to construct, install, inspect, operate, monitor, maintain, calibrate, repair, and replace the Project on the Site for purposes of generating and delivering generated renewable electricity to the local utility. Tenant may also plant, maintain, and remove vegetation for screening purposes on the Premises and maintain access to the Site and Premises.
- 3. Access and Easements.** Landlord agrees at all times to allow Tenant access to the Property and Site to construct, install, inspect, operate, monitor, maintain, calibrate, improve, and replace the Project on the Premises. Landlord shall also provide Tenant with adequate space on the

Property and Site during the construction of the Project for the Tenant's construction of the Project including reasonable access, staging and laydown areas, including the right to erect temporary structures, store and operate equipment, and to make improvements necessary for staging and laydown purposes.

Landlord further hereby grants to Tenant, and shall execute such additional instruments or documents as may be necessary or appropriate to fully vest in Tenant, the following easements and related rights:

- a. An irrevocable easement and right during the Term of this Lease Agreement and any Term Extension over the Property and Site for all manner of vehicular and pedestrian ingress and egress to enable Tenant and its employees, agents and representatives to use the Site and Premises for siting, development, enhancement, installation, construction, operation, inspection, maintenance, replacement, repair, improvement, and removal of the Project and to exercise the rights granted herein, including without limitation the right to construct such temporary access roads as may be necessary or appropriate for such purposes.
 - b. An irrevocable easement and right during the Term of this Lease Agreement and any Term Extension to capture, use, and convert the unobstructed wind resources over and across the Property and Site and any adjacent property owned by Landlord and to prevent measurable diminishment in output due to obstruction of wind across the Property including but not limited to an easement right to cut down, trim, and to keep cleared by all reasonable means all trees and other vegetation growing within or overhanging the Premises or other lands of Landlord as in Tenant's judgment may block, shield, interfere with, or endanger the most efficient and safe operation of the Windmills, and to remove all structures placed on or within the Premises in violation of Tenant's rights and privileges hereunder.
 - c. An irrevocable easement during the Term of this Lease Agreement and any Term Extension over the Property and Site to create electromagnetic, visual, view, light, noise, vibration, electrical, and other effects attributable to Windmills.
 - d. An irrevocable easement during the Term of this Lease Agreement and any Term Extension over the Property and Site to allow the Project to interconnect to the electrical grid.
- 4. Construction of the Project.** The installation and construction of the Project shall be performed in a good and workmanlike manner, consistent with all permits, licenses, and approvals.
- 5. Interconnection.** Tenant shall be responsible for the interconnection of the Project and Landlord shall cooperate with Tenant and with any applicable utility and municipal and regulatory authorities in Tenant's pursuit of all permits, licenses, approvals, and other authorizations that may be required in order to effect the location, construction, installation, operation, maintenance, repair, and interconnection of the Project consistent with this Lease. The date at which the Project is energized and permitted to operate by the utility and state regulatory authority shall be the date of commissioning ("the Commissioning Date"). Tenant shall mark or flag all underground lines, wires, cables, and other associated infrastructure and equipment, and Landlord shall not dig at or near such line, wires, cables, and other associated infrastructure and equipment.

6. Approvals, Licenses and Permits. Tenant shall obtain all necessary approvals, licenses, permits and other authorizations required for the location, installation, construction, operation, maintenance, repair, and interconnection of the Project, and pay all permit, license, and approval fees and expenses required in connection with its activities under this Lease. The Landlord shall cooperate with Tenant in obtaining all such approvals, licenses, permits and authorizations and, as necessary, transfer Project permits, licenses, approvals and authorizations to Tenant for purposes of operating and maintaining the Project. To the extent that any permit, license, approval or authorization must be obtained by Landlord, the Landlord agrees that it will grant all material decision-making rights with respect to such permit, license, approval or authorization to Tenant.

7. Exposure to Wind. If not part of normal farming operations, the Landlord covenants that it will allow the tenant to cut, trim, prune, and maintain vegetation and otherwise use its best efforts to not allow vegetation on the Property and Site to grow in a manner or initiate or conduct any activities that could reasonably diminish the access or exposure of the Windmills to wind while this Lease Agreement remains in effect.

8. Use of Subcontractors. The Tenant shall be permitted to license subcontractors or agents to perform any of its obligations under this Lease Agreement.

9. Landlord not to Interfere with the Project. The Landlord and any of its representatives shall not tamper with or undertake any maintenance, repair, changes, or alterations to the Premises or the Project without the express written permission of the Tenant. The Landlord shall take reasonable measures necessary to ensure that the operation, maintenance, and other use of the Property and Site does not unreasonably impede, interrupt, diminish or prevent the generation and supply of electricity by the Project or damage, restrict or otherwise adversely impact the siting, location, installation, operation, repair and maintenance of the Project or the Tenant's performance under this Lease Agreement.

10. Cooperation in Securing Rebates, Tax Credits, and other Economic Benefits. The Landlord will cooperate with Tenant in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates, credits, rebates, or tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become available to the Tenant in connection with the Project. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors, heirs, and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.

11. Taxes and Utility Expenses. Landlord shall pay on or before when due all taxes, if any, including real estate taxes assessed on the Property and land underlying the Premises and any penalties or assessment under Vermont's current use value program, imposed in connection with this Lease or the use of the Site and Premises by the Tenant. Landlord shall remove portions of the Property from the current use value program or modify relevant current use land management plans as necessary to allow for the installation, maintenance, and operation of the Project.

Tenant shall pay to Landlord all personal property taxes assessed against the Project infrastructure and any increase in real property taxes attributable to the Project within thirty (30) days of receipt of a bill from Landlord for taxes attributable to the Project.

Tenant shall have the right to cause utilities services to be installed at the Property to service the Premises, at Tenant's sole expense, and to improve the present utilities services to the site. Tenant shall pay for all utilities costs associated with the Project.

12. Term. This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate twenty (20) years from the Commissioning Date, unless terminated earlier in accordance with the terms and conditions of this Agreement ("the Term").

13. Rent. Tenant shall pay the Landlord rent in the amount of \$2,000 (two thousand dollars) per Wind Turbine per year, which shall become due and payable on the Commissioning Date and every anniversary of the Commissioning Date thereafter for the duration of this Lease Agreement.

14. Sign-on Bonus. In addition to Rent, Tenant shall pay Landlord a one-time payment of \$2,000 (two thousand dollars) per wind turbine which shall become due and payable on the Commissioning Date.

15. Premises Leased. Landlord agrees that Tenant may install the Project in the locations that the Tenant chooses within the Site. Those locations, "the Premises," shall consist of a fifty-foot (50') radius circle around each installed Windmill, with the Windmill at the center of each circle, in addition to a separate area for a Power Shed.

16. Right to Enter; Use of the Property, Site, and Premises. Tenant has the exclusive right to use and enter the Premises for the Term of this Agreement and any Term Extension and may exclude others from entering the Premises during this time. Tenant shall allow Landlord to enter the Premises upon twenty-four (24) hours' notice. Landlord may continue to use the Site and Property insofar as that use does not unreasonably interfere with the operation of the Project or the provisions set out in Sections 3, 4, 5, 7, and 9 of this Agreement.

17. Ownership of the Project. The Project shall be and remain the personal property of the Tenant and shall not be or become fixtures, notwithstanding the manner in which the Project is or may be affixed to the Premises. The Landlord shall not suffer or permit the Project to become subject to any lien, security interest, or encumbrance of any kind, and the Landlord expressly disclaims and waives any rights it may have in the Project at any time and from time to time, at law or in equity. The Tenant shall maintain the Project in a good state of repair. The Tenant may grant a security interest in the Project and an assignment for purposes of security to its lender or lenders, and the Landlord shall provide any consent and/or waiver reasonably requested by any lender, consenting to such lender's rights in the Project. After removal of the Project as set out in Section 18, foundation structures and underground cables shall remain on the Property and become fixtures.

18. Removal of the Project. Within six (6) months after the end of the Term or Term Extension, or upon termination of this Lease Agreement, the Tenant, its successors or assigns shall sever, disconnect, and remove the Project and all of the Tenant's other property from the Premises and restore the Premises to as close to original condition as reasonably possible, except foundation

structures and underground cables, which shall not be removed. The removal, repair, and restoration shall be at the sole expense of the Tenant or its successors, heirs and assigns.

19. Title. Landlord represents and covenants that Landlord owns the Site and Premises and the Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title. Landlord further represents and warrants that Landlord is not a party to any, and to Landlord's best knowledge, there are no pending or threatened, legal, administrative, arbitral, or other proceedings, claims, actions, or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i) challenging the validity or propriety of this Lease Agreement, and / or transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

20. Quiet Enjoyment. Landlord covenants and agrees that Tenant, provided it remains in material compliance with its obligations under this Lease Agreement, shall lawfully and quietly have the right to hold, occupy, and enjoy the Premises for the Term of this Lease and any Term Extension free from any claim of any entity or person of superior title thereto without hindrance to or interference with the Tenant's full use and enjoyment thereof.

21. Environmental Matters. Tenant shall not be liable for any past, present, or future contamination or pollution or breach of environmental laws, if any, relating to the Site or Premises or the Property, unless attributable to Tenant's activities, its employees, contractors, or agents. Accordingly: (a) the Tenant shall not be responsible for any work relating to (i) the existence, use, transportation, or treatment of Hazardous Materials, or (ii) the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment of Hazardous Materials, and (b) Landlord agrees to assume full responsibility for (and protect, indemnify and defend the Tenant against, any liability, including reasonable attorneys' fees and court costs, for response costs for any contamination or pollution or breach of environmental laws related to the Site and Premises and the Property, unless and to the extent attributable to Tenant's activities. Tenant may Encounter Hazardous Materials when installing, servicing, expanding, modifying, or maintaining the Project. In the event Tenant encounters any Hazardous Material at the Site or Premises, Tenant shall promptly cease any work in progress in an orderly, safe, and efficient manner and inform Landlord of the nature and location of said Hazardous Materials. It shall then be Landlord's responsibility to eliminate or contain such Hazardous Materials in a commercially reasonable manner in compliance with law to allow Tenant to continue or finalize any work in progress in a safe and prompt manner.

22. Government Approvals. Landlord acknowledges that Tenant's ability to use the Property for the development of a Project is contingent upon obtaining all government and utility approvals, licenses, permits and authorizations. Landlord shall cooperate with Tenant in its effort to obtain all such permits, licenses, approvals and authorizations. Should Tenant be unable to obtain all necessary permits, licenses, approvals and authorizations or be unable to maintain such permits, licenses, approvals and authorizations due to changes in law or other circumstances not presently contemplated, this Agreement shall terminate at Tenant's option as outlined further in Section 23 below.

23. Right to Terminate. Prior to the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing prior written notice to the Landlord for any reason or no reason. On or after the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing at least six (6) months' prior written notice to the Landlord. After the Commissioning Date, Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

- a. Any governmental agency or utility denies a request by Tenant for, substantially conditions the permit, license, approval, authorization or request by Tenant to the extent the Tenant concludes in its sole discretion that it cannot proceed with the Project, or revokes a permit, license, approval or authorization that is required for Tenant to construct or operate the Project and infrastructure on the Site or Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Site or Premises for its intended purpose or substantially reduce its use for its intended purpose, to be decided solely by the Tenant;
- c. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Site or Premises;
- d. Utilities necessary for Tenant's use of the Site or Premises are no longer available to the Site or Premises or are substantially reduced or degraded to prevent the output as approved or contemplated by the regulatory approvals received for the Project; or
- e. The Site or Premises and /or Project are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Site or Premises.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove the Project as provided in Section 18. Should Tenant terminate in accordance with this Section 23, Tenant shall remove the system in accordance with Section 18 above.

24. Assignment. Upon written notice to the other Party, this Lease Agreement and the rights and obligations of either Party hereunder may be assigned provided, however, that any such assignment will not relieve any assignee of any of its obligations or liability hereunder.

25. Liability for Injury and Damage. Tenant shall defend, indemnify, and hold harmless the Landlord from any and all liability, loss, cost, damage, or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by the Project and/or caused by any act, omission, or neglect of the Tenant or its subcontractors, agents, servants, employees, invitees, visitors, or guests, including reasonable attorney's fees, court costs, and other litigation expenses, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

Landlord shall defend, indemnify and hold harmless the Tenant from any and all liability, loss, cost, damage, or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by any act, omission, or neglect of the Landlord or its subcontractors, agents, servants, employees, invitees, visitors, or guests, including

reasonable attorney's fees, court costs, and other litigation expenses, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, invitees, agents or independent contractors.

Prior to commencing operations, Tenant shall obtain liability insurance naming the Landlord an additional insured for this purpose in an amount not less than \$1,000,000 per occurrence and in the aggregate. Tenant shall provide the Landlord with certificate(s) of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this Section 25.

26. No Acceleration or Liquidated Damages. Landlord certifies the Agreement contains no right to accelerate rent and there are no liquidated damage provisions contained herein.

27. Revocation. In the event of a material default in the terms of this Lease Agreement by either the Landlord or the Tenant, the other Party may terminate this Lease Agreement. Events that shall constitute a default under this Lease Agreement shall include, but not be limited to, a Party's failure to perform or comply with any material provision of this Lease agreement; an unauthorized assignment, a Party's insolvency or inability to pay debts as they mature, or an assignment for the benefit of creditors; or if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a Party.

No party shall be in default under this Lease Agreement unless and until it has been given written notice of a breach of this Lease Agreement by the other Party and shall have failed to cure such breach within thirty (30) days after receipt of such notice. When a breach cannot reasonably be cured within such thirty (30) day period, the time for curing may be extended by agreement of the Parties for such time as may be necessary to complete the cure, provided that the defaulting Party shall have proceeded to cure such breach with due diligence.

Additional: If the project has not been terminated per (23 or 28 force majeure) and the tenant has defaulted on paying the rent due. The tenant will have 1 year to solve the default. The tenant will pay all legal fees to solve the default. After 1 year if the default is not resolved, the landlord will have the right to terminate the lease and be compensated for the balance of the 20 yr. lease agreement and for the cost of the project removal per(18). The landlord will be granted the following recourses

- a. Garnish any funds from the Standard Offer Program contract.
- b. Removal and Resale of the use Wind turbine equipment.
- c. Any other civil action.

Force Majeure. In the event of a Force Majeure Event, as identified further below, Tenant shall be relieved from any future Rent payments and any other obligations under this Agreement, except its obligation to remove the Project as provided in Section 18. "Force Majeure Event" means any act, event, cause, or condition that prevents Tenant from performing its obligations, and is beyond the Tenant's reasonable control.

A Force Majeure Event may include, but shall not be limited to the following: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the withdrawal or denial of any necessary approvals, licenses, permits, or other authorizations required under Section 6 of this Agreement; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means), including the withdrawal or discontinuation of the standard offer program or subsequent Vermont program; the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued) or utility for use of output, transmission, or distribution of the output of this property; unavailability of electricity, transmission, distribution, or other necessary service from the utility grid, equipment, supplies, or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); failure of distribution utilities to purchase energy generated by the Project; and failure of equipment not utilized by or under the control of the Party claiming a Force Majeure Event.

28. Miscellaneous Provisions.

- a. **Applicable Law.** This Lease Agreement shall be interpreted and governed by the laws of the State of Vermont.
- b. **Rules of Interpretation.** Titles and headings are included in this Lease Agreement for convenience only and shall not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires. To the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement
- c. **Severability.** If any portion of this Lease Agreement shall be held to be invalid or unenforceable for any reason, or stricken from this Agreement, the remaining provisions, terms, or conditions, or provisions thereof, and the application of such provision(s), term(s), and condition(s) shall not be affected thereby and shall continue to be valid and enforceable to the extent permitted by law. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- d. **Specific Performance.** The Parties agree that in the event the Landlord is in material default under this Agreement, the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.
- e. **Entire Agreement; Amendments and Waivers.** This Lease Agreement, including Attachments 1, 2, 3, and 4, constitutes the entire agreement between the Parties and supersedes the terms of any previous agreement or understanding, oral or written. Any waiver or amendment of this Lease Agreement must be in writing. A Party's waiver of

any breach or failure to enforce any of the terms of this Lease Agreement shall not affect or waive that Party's right to enforce any other term of this Lease Agreement.

- f. **Further Assurances.** Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement if the request from the other Party is reasonable.
- g. **Recordation.** The Parties hereto acknowledge that a memorandum of this Lease Agreement shall be recorded in the local land records, in the form included herein as Attachment 3.
- h. **Specific Performance.** In the event that the Landlord is in material default under this Lease Agreement, then the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.
- i. **No Joint Venture.** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint ventures, nor to make Landlord in any way responsible for the debts or losses of the Tenant.
- j. **Duly Authorized Agents, Counterparts.** Each Party warrants that it has executed this Agreement by its duly authorized agents and representatives. This Agreement may be signed in multiple counterparts and exchanged by electronic transmission, with such electronic version or original counterparts having the same force and effect of any original signature and original Agreement.
- k. **Effect of Agreement.** The Parties jointly drafted this Agreement and it shall not be construed for or against any Party based on a Party's level of participation in drafting the Agreement. The undersigned represent and warrant they have sought and obtained the legal advice they deem necessary from their own separate legal counsel before executing this Agreement.
- l. **Default:** If the project has not been terminated per (23 or 28 force majeure) and the tenant has defaulted on paying the rent due. The tenant will have 1 year to solve the default. The tenant will pay all legal fees to solve the default. After 1 year if the default is not resolved, the landlord will have the right to terminate the lease and be compensated for the balance of the 20 yr. lease agreement and for the cost of the project removal per(18). The landlord will be granted the following recourses
 - 1. Garnish any funds from the Standard Offer Program contract.
 - 2. Removal and Resale of the use Wind turbine equipment.
 - 3. Any other civil action.

m. **Abandoned:** If the lease is abandoned or terminated per (23 or 28 force majeure) The tenant will be responsible to remove the turbines per (18). If there is a default on removal the tenant will be responsible for all legal fees to solve the default. After 1 year if the default is not resolved, the landlord will have the right to terminate the lease and be compensated for the cost of the project removal per (18). The landlord will be granted the following recourses

1. Garnish any funds from the Standard Offer Program contract.
2. Removal and Resale of the use Wind turbine equipment.
3. Any other civil action.

29. Notices. All notices, demands, request, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service, or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord:

Windmill Bay Farms LLC
695 Firehouse Road
Alburgh, VT 05440

To Tenant:

Jason Day
Star Wind Turbines LLC
95 Tesla Lane
East Dorset, VT 05253

The address to which any notice, demand, or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party as above provided.

[SIGNATURE PAGE FOLLOWS]

Lease Agreement Signature Page

IN WITNESS WHEREOF, the Parties, as evidence by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this ____ day of _____, 20____.

IN PRESENCE OF:

Star Wind Turbines, LLC

Witness

By: _____
Jason Day
President / CEO

Landlord: Windmill Bay Farms LLC
695 Firehouse Road
Alburgh, VT 05440

Witness

By: _____

Witness

By: _____

Attachment 1

Deed for Landlord's Property

Exhibit A

Site Map

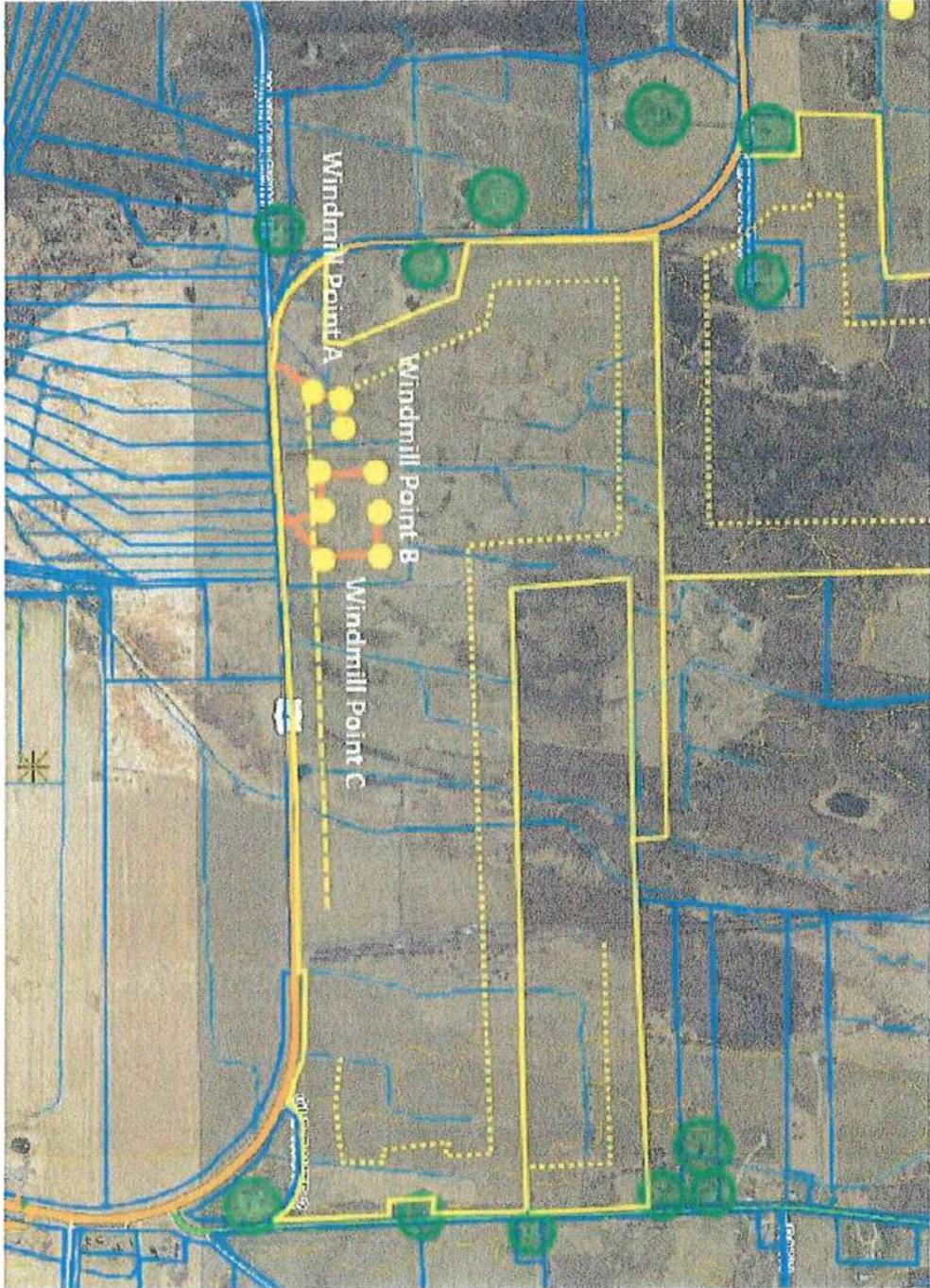
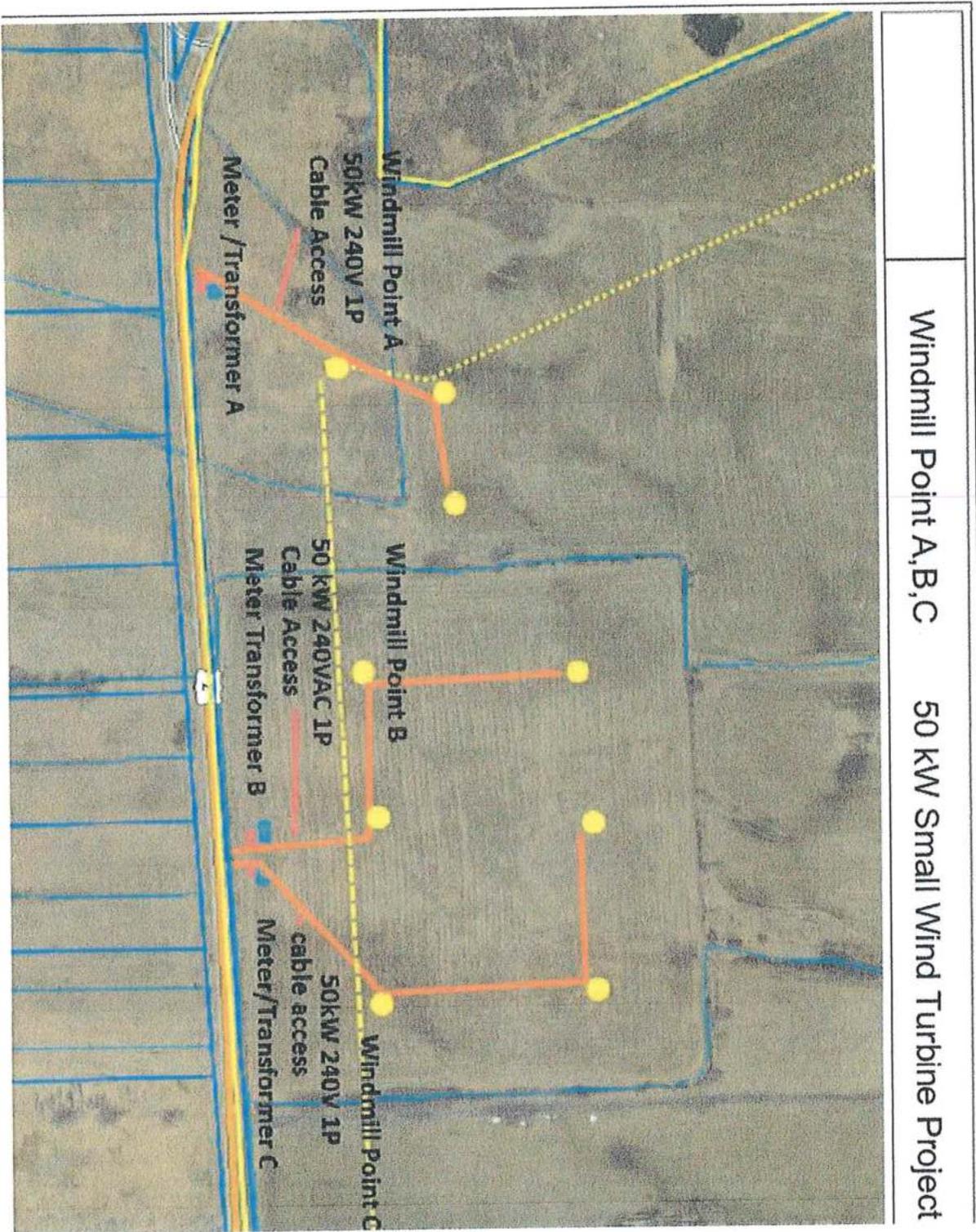


Exhibit A continued



Attachment 3

Memorandum of Lease

KNOW ALL PERSONS BY THESE PRESENTS that a certain Premises Lease Agreement (the "Lease") was entered into on _____, 20__ by _____ (hereinafter "Lessee") and _____ (hereinafter "Lessor"), with an effective date of _____, 20__.

1. Property Affected by the Lease. The leased property is a portion of the property located in Glover, Vermont, conveyed to _____ by _____ Deed dated _____, recorded in Book ____ at Page ____ of the Alburgh, Vermont land records, that portion being the area shown in Attachment A.
2. Term of Lease. The Lease commences on _____, 20__, and continues for twenty (20) years and ninety (90) days following the Commissioning Date of the wind electric generation facility to be constructed on the leased property by the Lessee. The Commissioning Date is defined in the Lease as the date on which the facility is energized and permitted to operate.
3. Restriction on Assignment. The Lease may be assigned by the Lessor without restriction or limitation, but may only be assigned by Lessee upon written consent of the Lessor.
4. Extension and Renewal. The Lease may be extended for four (4) additional five (5) year terms at the option of the Lessee.
5. Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the lease.
6. Location of Original Lease. The original signed copy of the Lease will be maintained at the office of the Lessor.
7. Conflict with Lease. The provisions of this Memorandum shall not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease shall control in all respects.
8. Miscellaneous. All capitalized terms not defined herein shall have the meaning set forth in the Lease. This Memorandum shall be governed by the laws of the State of Vermont.

END OF TEXT – SIGNATURE PAGE FOLLOWS

DATED at _____ this ____ day of _____, 20__

Lessor: _____

By: _____

Date: _____

STATE OF VERMONT

_____ COUNTY, SS

_____, 20__

On _____ 20__, personally appeared before me,
_____, who gave oath and acknowledged the foregoing to be
his free act and deed, and the free act and deed of the OWNER, and of his authority herein to act
on its behalf.

Before me,

Notary Public

DATED at _____ this ____ day of _____, 20__

STAR WIND TURBINES, LLC

By: _____

Date: _____

STATE OF VERMONT

_____ COUNTY, SS

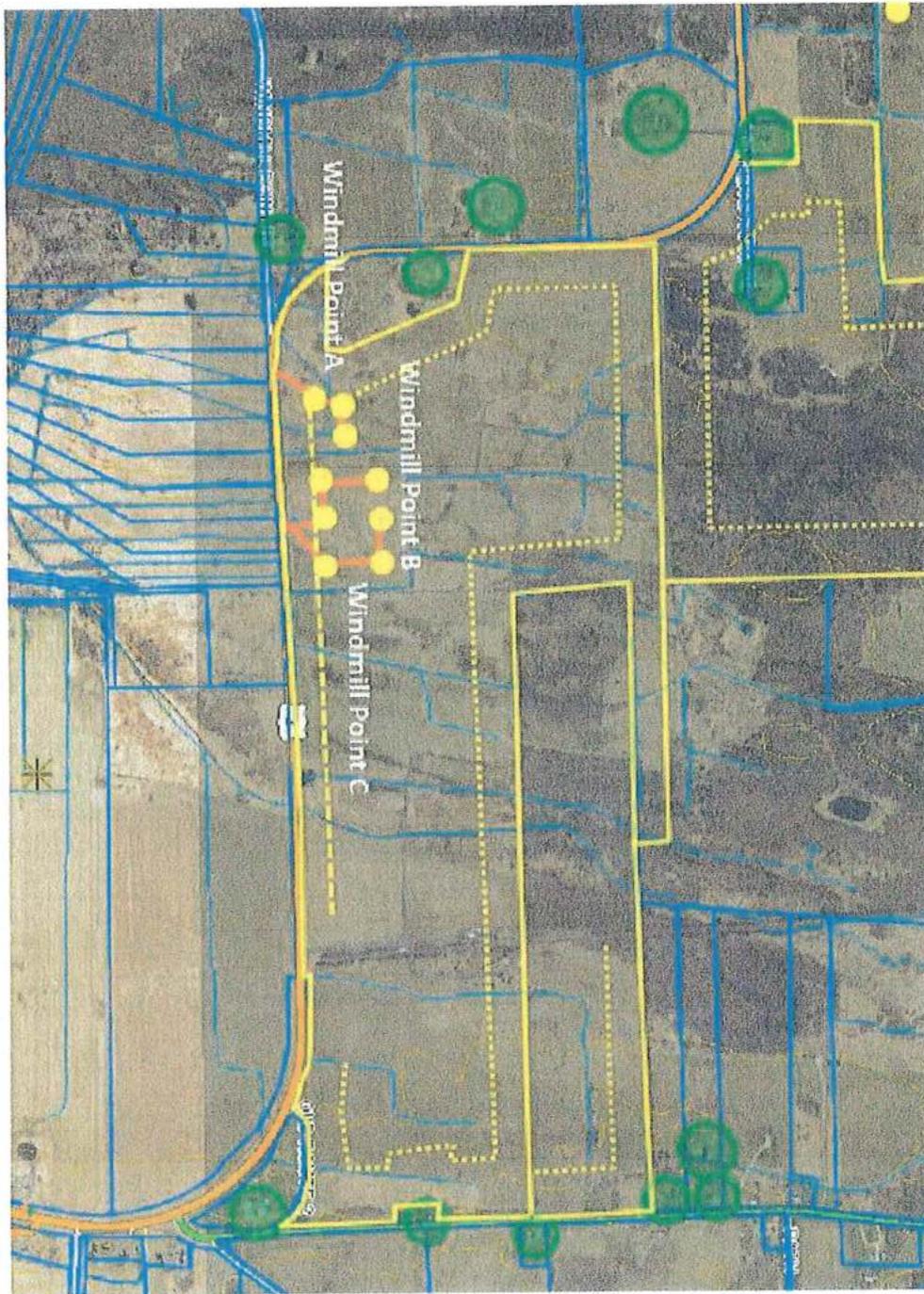
_____, 20__

On _____ 20__, personally appeared before me,
_____, who gave oath and acknowledged the foregoing to be
his free act and deed, and the free act and deed of STAR WIND TURBINES, LLC, and of his
authority herein to act on its behalf.

Before me,

Notary Public

**Map of Property
Exhibit A**



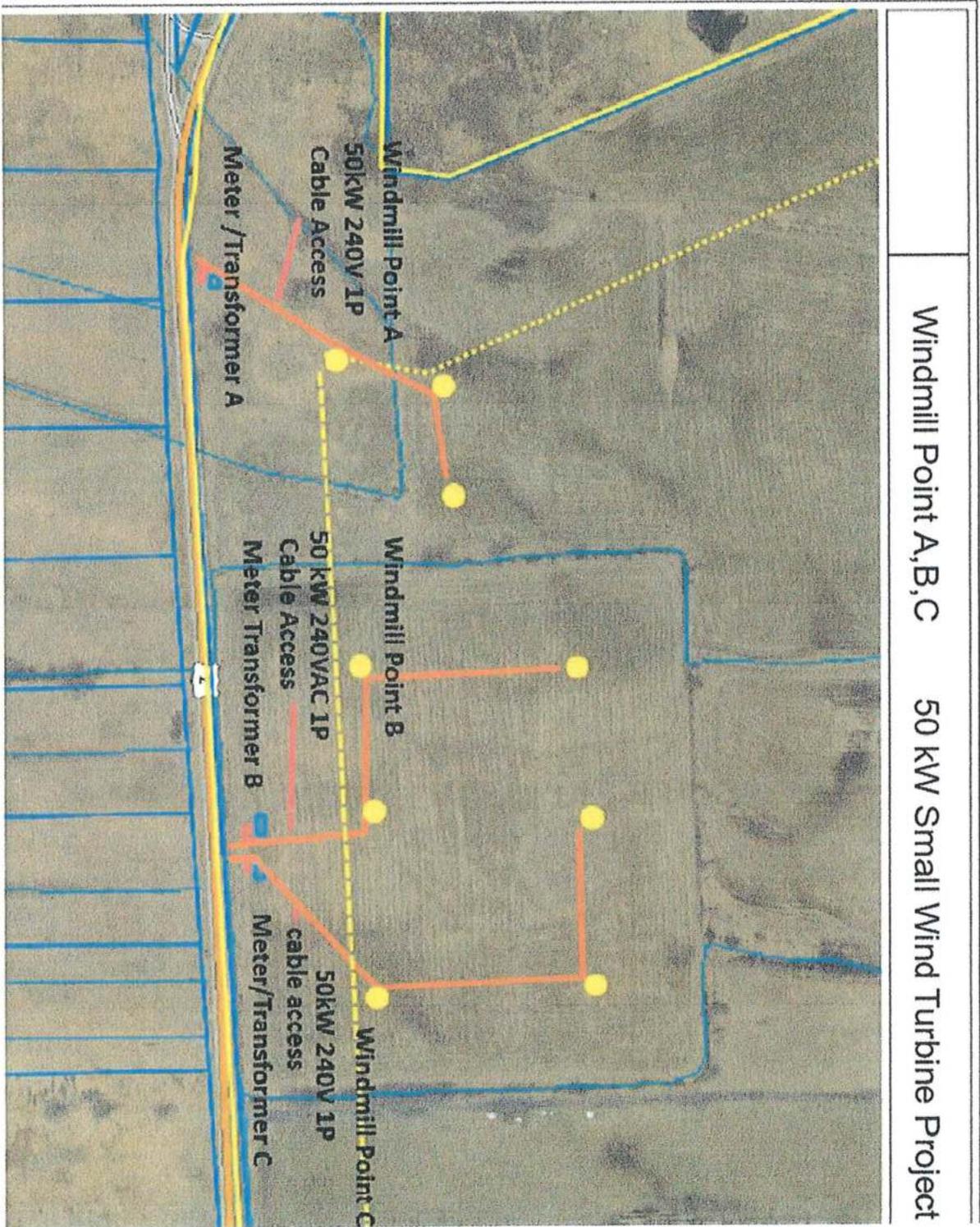


Exhibit A Continued



2022 STANDARD OFFER RFP APPLICATION

I. PLANT INFORMATION		
PLANT NAME	West Wind A	
PROPOSAL PRICE [\$ / kWh to four decimal places]	PROPOSAL SECURITY [\$10 / kW]	
\$ <u>0.258</u> _____	\$ <u>750.00</u> _____	
PLANT TECHNOLOGY [Check One]		
<input type="checkbox"/> Solar <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Biomass <input type="checkbox"/> Food Waste Anaerobic Digestion <input type="checkbox"/> Landfill Gas <input checked="" type="checkbox"/> Small Wind \leq 100 kW <input type="checkbox"/> Large Wind $>$ 100 kW		
NAMEPLATE CAPACITY IN kW <small>[kW AC for Solar]</small> 75 kW	INTERCONNECTING UTILITY VEC	
PLANT STREET ADDRESS 171 Auger Heights Rd, West Glover, VT 05875		
PLANT CITY West Glover	STATE VT	ZIP CODE 05875
PLANT TECHNOLOGY BLOCK [Check ONLY One]		
DEVELOPER BLOCK	PROVIDER BLOCK <small>[For Utility Use Only]</small>	
<input type="checkbox"/> Price-Competitive <p style="text-align: center;">OR</p> <p><i>Technology Diversity:</i></p> <input type="checkbox"/> Biomass <input checked="" type="checkbox"/> Small Wind \leq 100 kW <input type="checkbox"/> Large Wind $>$ 100 kW <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion	<input type="checkbox"/> Provider Plant	



2022 STANDARD OFFER RFP APPLICATION

II. PROPONENT CONTACT INFORMATION		
PROponent LEGAL COMPANY NAME West Wind LLC		
ORGANIZATION TYPE [Corporation, LLC, etc.] LLC	ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF Vermont	
BUSINESS MAILING ADDRESS 1917 Eagle Peak Rd		
CITY Brookfield	STATE VT	ZIP CODE 05060
CONTACT PERSON NAME AND TITLE Brady West		
PHONE NUMBER 802 989 0808	E-MAIL bradywest75@gmail.com	

III. THRESHOLD REQUIREMENTS	
Is the plant nameplate capacity 2.2 MW or less?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant located in Vermont?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the proposal price at or below the avoided cost cap?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant commissioned on or after 9/30/09?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant permitted as a net metering system?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is the plant already selling its output to VEPP Inc. or the Vermont electric utilities?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO



2022 STANDARD OFFER RFP APPLICATION

IV. CERTIFICATIONS

By signing below, proponent hereby certifies the following:

If proposed plant is wood biomass, we hereby certify that we are proposing a plant with a design system efficiency (the sum of full load design thermal output and electric output divided by the heat input) of at least 50%.

If proposed plant is food waste, we hereby certify that the proposed food waste anaerobic digestion plant will be fueled greater than 50% by volume from food residuals as defined in 10 V.S.A. § 6602(31).

If proposed plant is located at, adjacent to, or near an existing or proposed renewable energy generation facility, proponent hereby certifies that the two facilities would be considered separate plants under 30 V.S.A. § 8002(18).

Proponent hereby certifies that it has site control of the land on which the proposed plant will be constructed.

Authorized Representative Signature:



Brady West

Name:

Managing Member

Title:

Date:

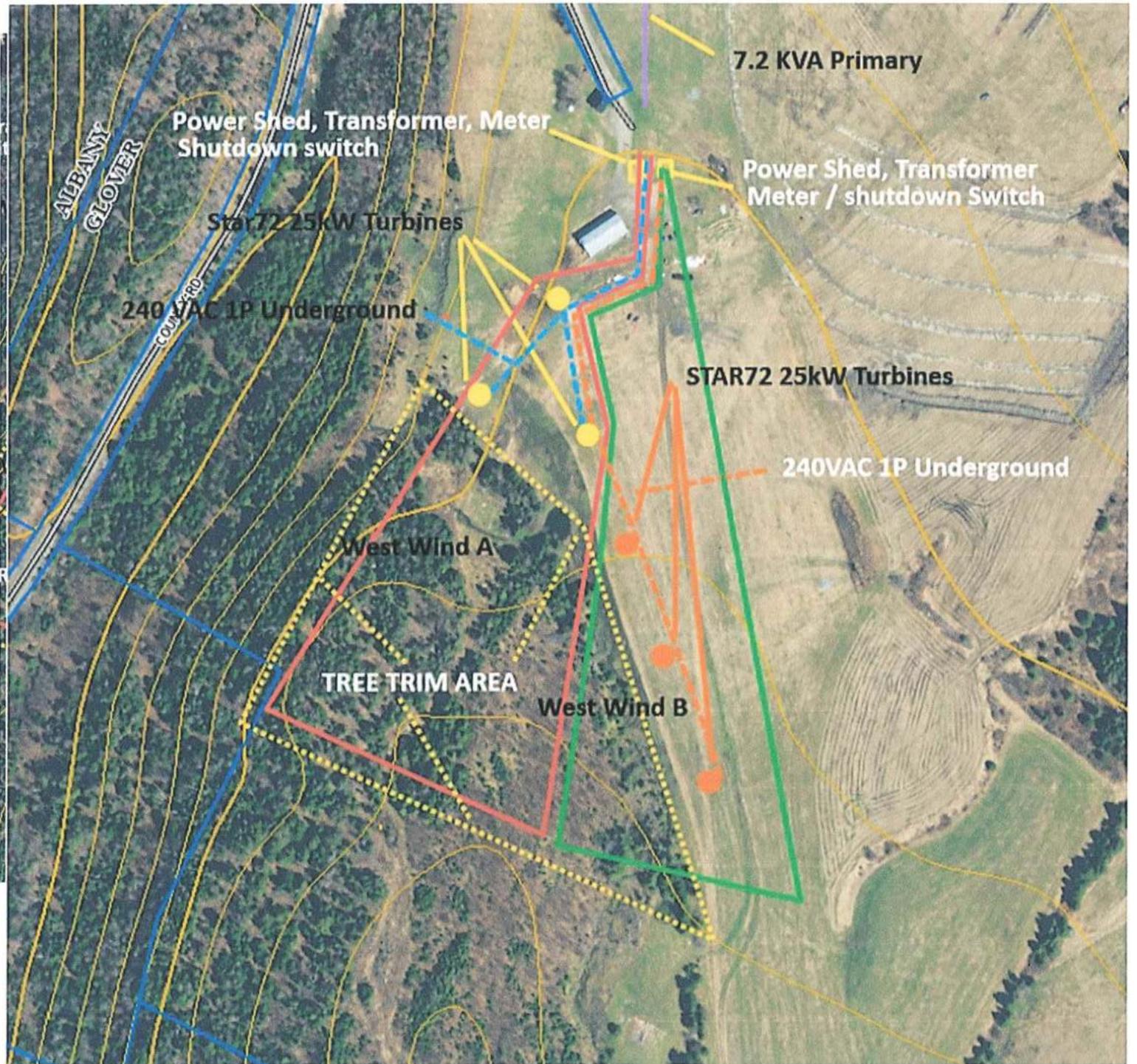
4/30/2022

Exhibit A Map of Property

171 Auger Heights, West Glover, VT 05874

West Wind A Turbine Project 75kW

West Wind B Turbine Project 75kW



**Lease Option Agreement
West Wind A**

This option to enter into a Lease Agreement (“Option Agreement” or “Agreement”) is hereby entered into by and between **Norman Auger, _171 Auger Heights, West Glover, VT 05874_** (together, “Owner”) and **West Wind, LLC**, a Vermont Limited Liability Company with offices at 1917 Eagle Peak Rd, Brookfield, Vermont (“West Wind”), each a “Party” and together the “Parties.”

WHEREAS, the Owner is the owner of certain real estate located in Glover, Vermont; and

WHEREAS, the Parties have agreed that West Wind may lease said real estate from the Owner; and

WHEREAS, the Parties wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

1. Option. The Owner hereby grants to West Wind an exclusive irrevocable option to lease the property as shown in Exhibit A for the purpose of installing and operating wind generating facilities (hereinafter “Property”) for a one-time payment of one dollar and other consideration.
2. Warranties. The Owner hereby warrants and represents that Owner (a) owns the Property in fee simple absolute; (b) has the sole and unilateral right and authority to enter into this Option Agreement; and (c) has and will maintain good and marketable title to the Property, free and clear of any encumbrances that could reasonably be expected to have a material adverse effect on development of the Property for a wind energy generating facility.
3. Term. The Option is granted for a term of 30 months from the last date of execution below.
4. Exercise of Option. West Wind may exercise the Option at any time during the Term in its sole discretion by providing written notice to the Owner. The formal Lease Agreement, which has been fully negotiated and agreed to by Owner and West Wind, and included herein as Exhibit B, shall be executed by both Parties at that time.
5. Inspect and survey. During the Term of this Agreement, Owner shall permit West Wind and its authorized employees, agents and representatives to enter upon the Property at reasonable times during normal business hours to inspect the Property and perform inspections, surveys, soil borings, percolation tests, engineering procedures, environmental investigations, and other tests or reports on, over and under the Property

(hereafter referred to as "inspections and surveys") necessary to determine if West Wind's use of the Property will be compatible with West Wind's engineering specifications, system, design, operations and Government Approvals. West Wind shall notify Owner of its intention, or the intention of its employees, agents or representatives to enter the Property at least twenty-four (24) hours prior to each day's intended entry. West Wind shall bear the costs of all inspections and surveys.

6. Miscellaneous.

- a. Assignment : West Wind has the right to assign the lease option. This Option Agreement and lease shall be transferable without written approval.
 - b. Independent Parties. Nothing contained herein shall be construed as establishing a joint venture or partnership between the Parties. Each Party to this Option Agreement shall have no control over the other Party's manner or method in which it performs its services or obligations, except as expressly provided herein.
 - c. Choice of Law and Venue. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Vermont. The venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Option Agreement shall be the state courts of Vermont.
 - d. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Option Agreement shall not operate as, or be construed to be, a waiver by that Party of any subsequent breach of the same or other provision.
 - e. Severability. If any provision of this Option Agreement is held invalid, illegal, or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law: (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties hereto as nearly as may be possible, (b) such invalidity, illegality, or unenforceability will not affect the validity, legality, or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.
7. Exclusivity. For so long as the Option is in effect, Owner agrees that he / she shall not market the Property to any other third party, for any similar or other use.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option Agreement: West Wind A Project

OWNER: NORMAN AUGER

By: Norman Auger

Date: 4-28-22

STATE OF VERMONT

Orleans COUNTY, SS

April 28, 2022

On April 28, 2022, personally appeared before me, Norman Auger, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the OWNER, and of his authority herein to act on its behalf.

Before me,

[Signature]
Notary Public

my commission expires 01/31/2023

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option Agreement:

Brady West as Managing Member of West Wind LLC and for himself personally

By: Brady West

Date: 4/28/22

STATE OF VERMONT

Orleans COUNTY, SS

April 28, 2022

On April 28, 2022, personally appeared before me, Brady West, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of West Wind, LLC, and of his authority herein to act on its behalf.

Before me,

[Signature]
Notary Public

my commission expires 01/31/2023

Exhibit A Map of Property

171 Auger Heights, West Glover, VT 05874
West Wind A Turbine Project 75kW
West Wind B Turbine Project 75kW

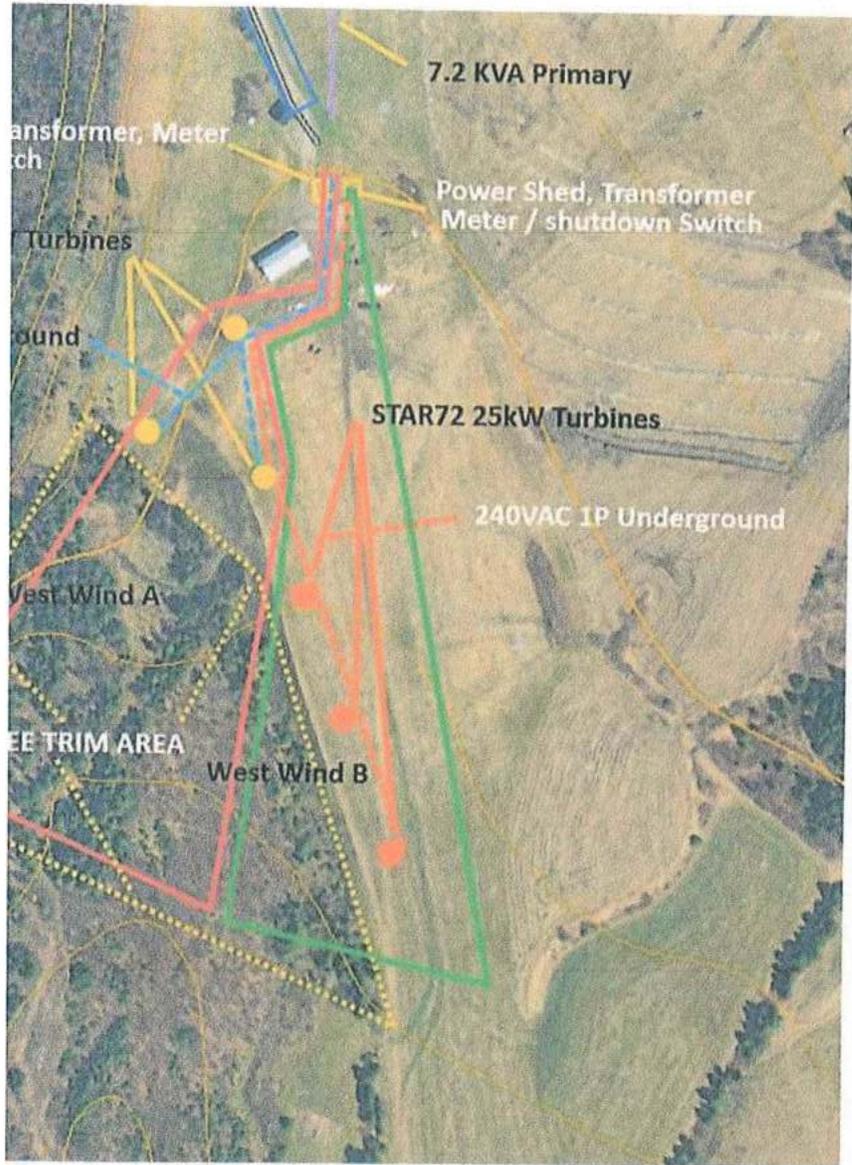


Exhibit B

Premises Lease agreement

**Lease Agreement
West Wind A**

This Premises Lease Agreement (“Lease Agreement” or “Agreement”) is made on the ____ day of _____, 20____, by and between NORMAN AUGER, _171 Auger heights Rd. of Glover, in the County of Orleans, Vermont (together, “Landlord”) and West Wind, LLC, a Vermont Limited Liability Company with offices at 1917 Eagle Peak Rd, Brookfield, Vermont (“Tenant”) (each individually a “Party” and together “the Parties”).

RECITALS

WHEREAS, the Landlord is the owner of certain real property located in Glover, Vermont, conveyed to Landlord by _____ Deed dated _____, recorded in Book ____ at Page ____ of the Glover, Vermont land records, and with the E-911 address of 171 Auger Heights Road, and as more particularly described in Attachment 1 (“the Property”) and Tenant desires to lease a portion of the Property as more preliminarily and particularly described below; and

WHEREAS, Tenant designs, installs, operates, and maintains equipment and systems, including wind turbines, electric generators, poles, and other structures, conduits, inverters, transformers, meters, batteries, electrical and communications wires and cables, antennas, pedestals, concrete and metal pads, guy wires and anchors (together “Windmills”), along with security devices, fences, gates, and related fixtures, ancillary equipment and other appurtenances, and including a freestanding structure to house equipment and tools (the “Power Shed”), that together produce electricity from exposure to wind for sale and distribution to the electric grid; and

WHEREAS, Landlord and Tenant desire to have a wind turbine electric generation facility that includes Windmills, Power Shed, and related equipment described above (“the Project”) to be located within the Site described in Attachment 2 (“the Site”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

1. **Lease.** Landlord hereby leases the Premises to the Tenant pursuant to the terms and conditions of this Lease Agreement.
2. **Permitted Use.** Tenant may use the Premises to construct, install, inspect, operate, monitor, maintain, calibrate, repair, and replace the Project on the Site for purposes of generating and delivering generated renewable electricity to the local utility. Tenant may also plant, maintain, and remove vegetation for screening purposes on the Premises and maintain access to the Site and Premises.
3. **Access and Easements.** Landlord agrees at all times to allow Tenant access to the Property and Site to construct, install, inspect, operate, monitor, maintain, calibrate, improve, and replace the Project on the Premises. Landlord shall also provide Tenant with adequate space on the Property and Site during the construction of the Project for the Tenant’s construction of

the Project including reasonable access, staging and laydown areas, including the right to erect temporary structures, store and operate equipment, and to make improvements necessary for staging and laydown purposes.

Landlord further hereby grants to Tenant, and shall execute such additional instruments or documents as may be necessary or appropriate to fully vest in Tenant, the following easements and related rights:

- a. An irrevocable easement and right during the Term of this Lease Agreement and any Term Extension over the Property and Site for all manner of vehicular and pedestrian ingress and egress to enable Tenant and its employees, agents and representatives to use the Site and Premises for siting, development, enhancement, installation, construction, operation, inspection, maintenance, replacement, repair, improvement, and removal of the Project and to exercise the rights granted herein, including without limitation the right to construct such temporary access roads as may be necessary or appropriate for such purposes.
- b. An irrevocable easement and right during the Term of this Lease Agreement and any Term Extension to capture, use, and convert the unobstructed wind resources over and across the Property and Site and any adjacent property owned by Landlord and to prevent measurable diminishment in output due to obstruction of wind across the Property including but not limited to an easement right to cut down, trim, and to keep cleared by all reasonable means all trees and other vegetation growing within or overhanging the Premises or other lands of Landlord as in Tenant's judgment may block, shield, interfere with, or endanger the most efficient and safe operation of the Windmills, and to remove all structures placed on or within the Premises in violation of Tenant's rights and privileges hereunder.
- c. An irrevocable easement during the Term of this Lease Agreement and any Term Extension over the Property and Site to create electromagnetic, visual, view, light, noise, vibration, electrical, and other effects attributable to Windmills.
- d. An irrevocable easement during the Term of this Lease Agreement and any Term Extension over the Property and Site to allow the Project to interconnect to the electrical grid.

4. Construction of the Project. The installation and construction of the Project shall be performed in a good and workmanlike manner, consistent with all permits, licenses, and approvals.

5. Interconnection. Tenant shall be responsible for the interconnection of the Project and Landlord shall cooperate with Tenant and with any applicable utility and municipal and regulatory authorities in Tenant's pursuit of all permits, licenses, approvals, and other authorizations that may be required in order to effect the location, construction, installation, operation, maintenance, repair, and interconnection of the Project consistent with this Lease. The date at which the Project is energized and permitted to operate by the utility and state regulatory authority shall be the date of commissioning ("the Commissioning Date"). Tenant shall mark or flag all underground lines, wires, cables, and other associated infrastructure and equipment, and Landlord shall not dig at or near such line, wires, cables, and other associated infrastructure and equipment.

6. Approvals, Licenses and Permits. Tenant shall obtain all necessary approvals, licenses, permits and other authorizations required for the location, installation, construction, operation, maintenance, repair, and interconnection of the Project, and pay all permit, license, and approval fees and expenses required in connection with its activities under this Lease. The Landlord shall cooperate with Tenant in obtaining all such approvals, licenses, permits and authorizations and, as necessary, transfer Project permits, licenses, approvals and authorizations to Tenant for purposes of operating and maintaining the Project. To the extent that any permit, license, approval or authorization must be obtained by Landlord, the Landlord agrees that it will grant all material decision-making rights with respect to such permit, license, approval or authorization to Tenant.

7. Exposure to Wind. The Landlord covenants that it will cut, trim, prune, and maintain vegetation and otherwise use its best efforts to not allow vegetation on the Property and Site to grow in a manner or initiate or conduct any activities that could reasonably diminish the access or exposure of the Windmills to wind while this Lease Agreement remains in effect. In particular the area marked "Tree Trim Area" on the site map.

8. Use of Subcontractors. The Tenant shall be permitted to license subcontractors or agents to perform any of its obligations under this Lease Agreement.

9. Landlord not to Interfere with the Project. The Landlord and any of its representatives shall not tamper with or undertake any maintenance, repair, changes, or alterations to the Premises or the Project without the express written permission of the Tenant. The Landlord shall take reasonable measures necessary to ensure that the operation, maintenance, and other use of the Property and Site does not unreasonably impede, interrupt, diminish or prevent the generation and supply of electricity by the Project or damage, restrict or otherwise adversely impact the siting, location, installation, operation, repair and maintenance of the Project or the Tenant's performance under this Lease Agreement.

10. Cooperation in Securing Rebates, Tax Credits, and other Economic Benefits. The Landlord will cooperate with Tenant in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates, credits, rebates, or tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become available to the Tenant in connection with the Project. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors, heirs, and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.

11. Taxes and Utility Expenses. Landlord shall pay on or before when due all taxes, if any, including real estate taxes assessed on the Property and land underlying the Premises and any penalties or assessment under Vermont's current use value program, imposed in connection with this Lease or the use of the Site and Premises by the Tenant. Landlord shall remove portions of the Property from the current use value program or modify relevant current use land management plans as necessary to allow for the installation, maintenance, and operation of the Project.

Tenant shall pay to Landlord all personal property taxes assessed against the Project infrastructure and any increase in real property taxes attributable to the Project within thirty (30) days of receipt of a bill from Landlord for taxes attributable to the Project.

Tenant shall have the right to cause utilities services to be installed at the Property to service the Premises, at Tenant's sole expense, and to improve the present utilities services to the site.

Tenant shall pay for all utilities costs associated with the Project.

12. Term. This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate twenty (20) years from the Commissioning Date, unless terminated earlier in accordance with the terms and conditions of this Agreement ("the Term"). At the exclusive option of the Tenant, the Term may be extended by four (4) additional five (5) year terms (each a "Term Extension").

13. Rent. Tenant shall pay the Landlord rent in the amount of \$2,000 (two thousand dollars) per Windmill per year, which shall become due and payable on the Commissioning Date and every anniversary of the Commissioning Date thereafter for the duration of this Lease Agreement.

14. Sign-on Bonus. In addition to Rent, Tenant shall pay Landlord a one-time payment of \$3,000 (three thousand dollars) per turbine which shall become due and payable on the Construction start date.

15. Premises Leased. Landlord agrees that Tenant may install the Project in the locations that the Tenant chooses within the Site. Those locations, "the Premises," shall consist of a fifty-foot

(50') radius circle around each installed Windmill, with the Windmill at the center of each circle, in addition to a separate area for a Power Shed.

16. Right to Enter; Use of the Property, Site, and Premises. Tenant has the exclusive right to use and enter the Premises for the Term of this Agreement and any Term Extension and may exclude others from entering the Premises during this time. Tenant shall allow Landlord to enter the Premises upon twenty-four (24) hours' notice. Landlord may continue to use the Site and Property insofar as that use does not unreasonably interfere with the operation of the Project or the provisions set out in Sections 3, 4, 5, 7, and 9 of this Agreement.

17. Ownership of the Project. The Project shall be and remain the personal property of the Tenant and shall not be or become fixtures, notwithstanding the manner in which the Project is or may be affixed to the Premises. The Landlord shall not suffer or permit the Project to become subject to any lien, security interest, or encumbrance of any kind, and the Landlord expressly disclaims and waives any rights it may have in the Project at any time and from time to time, at law or in equity. The Tenant shall maintain the Project in a good state of repair. The Tenant may grant a security interest in the Project and an assignment for purposes of security to its lender or lenders, and the Landlord shall provide any consent and/or waiver reasonably requested by any lender, consenting to such lender's rights in the Project. After removal of the Project as set out in Section 18, foundation structures and underground cables shall remain on the Property and become fixtures.

18. Removal of the Project. Within six (6) months after the end of the Term or Term Extension, or upon termination of this Lease Agreement, the Tenant, its successors or assigns shall sever, disconnect, and remove the Project and all of the Tenant's other property from the

Premises and restore the Premises to as close to original condition as reasonably possible, except foundation structures and underground cables, which shall not be removed. The removal, repair, and restoration shall be at the sole expense of the Tenant or its successors, heirs and assigns.

19. Title. Landlord represents and covenants that Landlord owns the Site and Premises and the Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title. Landlord further represents and warrants that Landlord is not a party to any, and to Landlord's best knowledge, there are no pending or threatened, legal, administrative, arbitral, or other proceedings, claims, actions, or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i) challenging the validity or propriety of this Lease Agreement, and / or transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

20. Quiet Enjoyment. Landlord covenants and agrees that Tenant, provided it remains in material compliance with its obligations under this Lease Agreement, shall lawfully and quietly have the right to hold, occupy, and enjoy the Premises for the Term of this Lease and any Term Extension free from any claim of any entity or person of superior title thereto without hindrance to or interference with the Tenant's full use and enjoyment thereof.

21. Environmental Matters. Tenant shall not be liable for any past, present, or future contamination or pollution or breach of environmental laws, if any, relating to the Site or Premises or the Property, unless attributable to Tenant's activities, its employees, contractors, or agents. Accordingly: (a) the Tenant shall not be responsible for any work relating to (i) the existence, use, transportation, or treatment of Hazardous Materials, or (ii) the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment of Hazardous Materials, and (b) Landlord agrees to assume full responsibility for (and protect, indemnify and defend the Tenant against, any liability, including reasonable attorneys' fees and court costs, for response costs for any contamination or pollution or breach of environmental laws related to the Site and Premises and the Property, unless and to the extent attributable to Tenant's activities. Tenant may Encounter Hazardous Materials when installing, servicing, expanding, modifying, or maintaining the Project. In the event Tenant encounters any Hazardous Material at the Site or Premises, Tenant shall promptly cease any work in progress in an orderly, safe, and efficient manner and inform Landlord of the nature and location of said Hazardous Materials. It shall then be Landlord's responsibility to eliminate or contain such Hazardous Materials in a commercially reasonable manner in compliance with law to allow Tenant to continue or finalize any work in progress in a safe and prompt manner.

22. Government Approvals. Landlord acknowledges that Tenant's ability to use the Property for the development of a Project is contingent upon obtaining all government and utility approvals, licenses, permits and authorizations. Landlord shall cooperate with Tenant in its effort to obtain all such permits, licenses, approvals and authorizations. Should Tenant be unable to obtain all necessary permits, licenses, approvals and authorizations or be unable to maintain such permits, licenses, approvals and authorizations due to changes in law or other circumstances

not presently contemplated, this Agreement shall terminate at Tenant's option as outlined further in Section 23 below.

23. Right to Terminate. Prior to the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing prior written notice to the Landlord for any reason or no reason. On or after the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing at least six (6) months' prior written notice to the Landlord. After the Commissioning Date, Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

- a. Any governmental agency or utility denies a request by Tenant for, substantially conditions the permit, license, approval, authorization or request by Tenant to the extent the Tenant concludes in its sole discretion that it cannot proceed with the Project, or revokes a permit, license, approval or authorization that is required for Tenant to construct or operate the Project and infrastructure on the Site or Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Site or Premises for its intended purpose or substantially reduce its use for its intended purpose, to be decided solely by the Tenant;
- c. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Site or Premises;
- d. Utilities necessary for Tenant's use of the Site or Premises are no longer available to the Site or Premises or are substantially reduced or degraded to prevent the output as approved or contemplated by the regulatory approvals received for the Project; or
- e. The Site or Premises and /or Project are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Site or Premises.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove the Project as provided in Section 18. Should Tenant terminate in accordance with this Section 23, Tenant shall remove the system in accordance with Section 18 above.

24. Assignment. Upon written notice to the other Party, this Lease Agreement and the rights and obligations of either Party hereunder may be assigned provided, however, that any such assignment will not relieve any assignee of any of its obligations or liability hereunder.

25. Liability for Injury and Damage. Tenant shall defend, indemnify, and hold harmless the Landlord from any and all liability, loss, cost, damage, or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by the Project and/or caused by any act, omission, or neglect of the Tenant or its subcontractors, agents, servants, employees, invitees, visitors, or guests, including reasonable attorney's fees, court costs, and other litigation expenses, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

Landlord shall defend, indemnify and hold harmless the Tenant from any and all liability, loss, cost, damage, or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by any act, omission, or neglect of the

Landlord or its subcontractors, agents, servants, employees, invitees, visitors, or guests, including reasonable attorney's fees, court costs, and other litigation expenses, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, invitees, agents or independent contractors.

Prior to commencing construction, Tenant shall obtain liability insurance, and copy the landlord, naming the Landlord an additional insured for this purpose in an amount not less than \$1,000,000 per occurrence and in the aggregate. Tenant shall provide the Landlord with certificate(s) of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this Section 25.

26. No Acceleration or Liquidated Damages. Landlord certifies the Agreement contains no right to accelerate rent and there are no liquidated damage provisions contained herein.

27. Revocation. In the event of a material default in the terms of this Lease Agreement by either the Landlord or the Tenant, the other Party may terminate this Lease Agreement. Events that shall constitute a default under this Lease Agreement shall include, but not be limited to, a Party's failure to perform or comply with any material provision of this Lease agreement; an unauthorized assignment, a Party's insolvency or inability to pay debts as they mature, or an assignment for the benefit of creditors; or if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a Party.

No party shall be in default under this Lease Agreement unless and until it has been given written notice of a breach of this Lease Agreement by the other Party and shall have failed to cure such breach within thirty (30) days after receipt of such notice. When a breach cannot reasonably be cured within such thirty (30) day period, the time for curing may be extended by agreement of the Parties for such time as may be necessary to complete the cure, provided that the defaulting Party shall have proceeded to cure such breach with due diligence.

28. Force Majeure. In the event of a Force Majeure Event, as identified further below, Tenant shall be relieved from any future Rent payments and any other obligations under this Agreement, except its obligation to remove the Project as provided in Section 18. "Force Majeure Event" means any act, event, cause, or condition that prevents Tenant from performing its obligations, and is beyond the Tenant's reasonable control.

A Force Majeure Event may include, but shall not be limited to the following: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the withdrawal or denial of any necessary approvals, licenses, permits, or other authorizations required under Section 6 of this Agreement; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means), including the withdrawal or discontinuation of the standard offer program or subsequent Vermont program; the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued) or utility for use of output, transmission, or distribution of the output of this property; unavailability of electricity, transmission, distribution, or other necessary service from the utility

grid, equipment, supplies, or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); failure of distribution utilities to purchase energy generated by the Project; and failure of equipment not utilized by or under the control of the Party claiming a Force Majeure Event.

29. Miscellaneous Provisions.

- a. **Applicable Law.** This Lease Agreement shall be interpreted and governed by the laws of the State of Vermont.
- b. **Rules of Interpretation.** Titles and headings are included in this Lease Agreement for convenience only and shall not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires. To the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement
- c. **Severability.** If any portion of this Lease Agreement shall be held to be invalid or unenforceable for any reason, or stricken from this Agreement, the remaining provisions, terms, or conditions, or provisions thereof, and the application of such provision(s), term(s), and condition(s) shall not be affected thereby and shall continue to be valid and enforceable to the extent permitted by law. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- d. **Specific Performance.** The Parties agree that in the event the Landlord is in material default under this Agreement, the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.
- e. **Entire Agreement; Amendments and Waivers.** This Lease Agreement, including Attachments 1, 2, 3, and 4, constitutes the entire agreement between the Parties and supersedes the terms of any previous agreement or understanding, oral or written. Any waiver or amendment of this Lease Agreement must be in writing. A Party's waiver of any breach or failure to enforce any of the terms of this Lease Agreement shall not affect or waive that Party's right to enforce any other term of this Lease Agreement.
- f. **Further Assurances.** Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement if the request from the other Party is reasonable.
- g. **Recordation.** The Parties hereto acknowledge that a memorandum of this Lease Agreement shall be recorded in the local land records, in the form included herein as Attachment 3.
- h. **Specific Performance.** In the event that the Landlord is in material default under this Lease Agreement, then the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.

- i. **No Joint Venture.** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint ventures, nor to make Landlord in any way responsible for the debts or losses of the Tenant.
 - j. **Duly Authorized Agents, Counterparts.** Each Party warrants that it has executed this Agreement by its duly authorized agents and representatives. This Agreement may be signed in multiple counterparts and exchanged by electronic transmission, with such electronic version or original counterparts having the same force and effect of any original signature and original Agreement.
 - k. **Effect of Agreement.** The Parties jointly drafted this Agreement and it shall not be construed for or against any Party based on a Party's level of participation in drafting the Agreement. The undersigned represent and warrant they have sought and obtained the legal advice they deem necessary from their own separate legal counsel before executing this Agreement.
30. **Notices.** All notices, demands, request, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service, or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord:

Norman Auger
Auger Heights Farm 171
Auger Heights Road.
West Glover, Vermont 05875

To Tenant:

Brady West
West Wind LLC
1917 eagle Peak Rd.
Brookfield, VT 05060

The address to which any notice, demand, or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party as above provided.

[SIGNATURE PAGE FOLLOWS]

Lease Agreement Signature Page

West Wind A project

IN WITNESS WHEREOF, the Parties, as evidence by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this ____ day of _____, 20____.

IN PRESENCE OF:

West Wind LLC

Witness

By: _____
Brady West as
Managing Member of West Wind LLC
and for himself personally

Witness

By: _____

Witness

By: _____

Landlord

Attachment 1

Deed for Landlord's Property

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ACKNOWLEDGEMENT
VERMONT PROPERTY TRANSFER TAX
RETURN REC'D INCLUDING CERTIFICATES
ACT 250 DISCLOSURE STATEMENT, IF REQUIRED
PER 32 VSA CHAP. 231

RETURN NO. 2012-31
SIGNED Jessica S. Taylor CLERK *asst*
DATE 08-13-2012

After Recording Return to:
OLD REPUBLIC
Attn: DOUG CANNON
530 SOUTH MAIN STREET
AKRON, OH 44311
File No. 01-12093191-01T

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
77882012-01

Glover Town Clerk's Office
Rec'd for record 8-13 2012 A.P.
at 2 o'clock 30 minutes AM
Recorded in Book 72 Page 352-355
Attest Jessica S. Taylor Clerk *asst*

Tax ID No.: 53-370

QUIT CLAIM DEED

Record 1st

STATE OF VERMONT
COUNTY OF ORLEANS

THIS INDENTURE made and entered into on this 18th day of July, 2012, by and between NORMAN AUGER, AN UNMARRIED MAN AND AMY L. WRIGHT, F/K/A AMY AUGER, AN UNMARRIED WOMAN, WHO TOOK TITLE AS HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, 171 AUGER HEIGHTS, WEST GLOVER, VT 05875 hereinafter referred to as Grantor(s) and NORMAN AUGER, AN UNMARRIED MAN, 171 AUGER HEIGHTS, WEST GLOVER, VT 05875, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantors, for and in consideration of the sum of ONE and NO/100 (\$1.00) DOLLAR, cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, have this day remise, release, quitclaim, grant, sell, and convey to the said Grantee following described real estate located in ORLEANS County, VERMONT:

SEE ATTACHED EXHIBIT "A"

Also known as: 171 AUGER HEIGHTS, WEST GLOVER, VT 05875
Property Tax ID No.: 53-370
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Prior instrument reference: BOOK 53, PAGE 370, Recorded: 04/01/2003

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever in FEE SIMPLE.

And that said conveyance does not render the grantor insolvent nor is it for the purpose of defrauding any of grantor's creditors.

NA

Assessor's parcel No. 53-370

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this the day and year first above written.

Norman Auger
NORMAN AUGER

WITNESSES:

Demie Debonault
NAME:

Emily Michael
NAME:

Amy L. Wright, F/K/A Amy Auger
AMY L. WRIGHT, F/K/A AMY AUGER

WITNESSES:

Richard [unclear]
NAME:

Emily Michael
NAME:

STATE OF VERMONT
COUNTY OF Orleans

At Barton, in said County, this 18th day of July, 2012, the above-named NORMAN AUGER personally appeared and he/she/they acknowledged this instrument, by him/her/them sealed and subscribed, to be his/her/their free act and deed,

Before me, Amy M Morley

Amy M Morley
Notary Public Com Exp 2/10/2015

AMY MORLEY
Notary Public
State of Vermont

(NA)

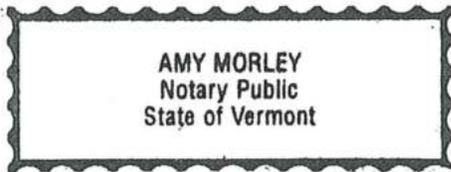
STATE OF VERMONT
COUNTY OF Orleans

At Barton, in said County, this 18th day of July, 2012, the above-named AMY L. WRIGHT, F/K/A AMY AUGER personally appeared and he/she/they acknowledged this instrument, by him/her/them sealed and subscribed, to be his/her/their free act and deed,

Before me, Amy M Morley

Amy M Morley
Notary Public

Comm Exp 02/10/2015



(NA)

EXHIBIT A
LEGAL DESCRIPTION

SITUATED IN THE TOWN OF GLOVER, COUNTY OF ORLEANS, AND STATE OF VERMONT:

PARCEL 1

BEING ALL AND THE WHOLE OF THE SAME LAND AND PREMISES, WITH THE BUILDINGS THEREON CONVEYED BY QUIT-CLAIM DEED FROM ARLENE M. AYER TO CHARLES AUGER, NOW DECEASED AND MARIE ANGE AUGER, APRIL 7, 1966 AND RECORDED IN BOOK 26, PAGE 224 OF GLOVER LAND RECORDS AND BEING THE FORMER GEORGE URIE FARM SO-CALLED, AND BEING FURTHER DESCRIBED IN A CERTAIN QUIT-CLAIM DEED FROM CHARLES AUGER AND MARIE ANGE AUGER TO ARLENE M. AYER DATED APRIL 7, 1966 AND RECORDED IN BOOK 26, PAGES 223 AND 224 OF GLOVER LAND RECORDS.

PARCEL 2

BEING ABOUT TWENTY (20) ACRES OF LAND, MORE OR LESS, AND BEING ALL AND THE WHOLE OF THE SAME LAND AND PREMISES CONVEYED BY WARRANTY DEED FROM ALBERT DIETTE AND HECTOR DIETTE TO CHARLES AND MARIE ANGE AUGER, SEPTEMBER 4, 1945 AND RECORDED IN BOOK 23, PAGES 269 AND 270 OF GLOVER LAND RECORDS.

PARCEL 3

BEING ABOUT THIRTY-FIVE (35) ACRES OF LAND, MORE OR LESS, AND BEING ALL AND THE WHOLE OF THE SAME LAND AND PREMISES CONVEYED BY HORACE PITT BY WARRANTY DEED TO CHARLES AUGER, NOW DECEASED, AND MARIE ANGE AUGER, JUNE 1, 1948 AND RECORDED IN BOOK 23, PAGES 456-457 OF GLOVER LAND RECORDS.

PARCEL 4

BEING ABOUT ONE HUNDRED TEN (110) ACRES OF LAND, MORE OR LESS, IN LOT #74 OF LOTS OF LAND IN GLOVER AND BEING ALL AND THE WHOLE OF THE SAME LAND AND PREMISES CONVEYED BY WARRANTY DEED FROM F. A. ANDERSON AND ELLEN C. ANDERSON TO CHARLES AUGER, NOW DECEASED, AND MARIE ANGE AUGER, OCTOBER 10, 1949 AND RECORDED IN BOOK 24, PAGE 16 OF GLOVER LAND RECORDS.

TAX ID NO: TR 31001

PROPERTY COMMONLY KNOWN AS: 171 AUGER HEIGHTS, WEST GLOVER, VT 05875



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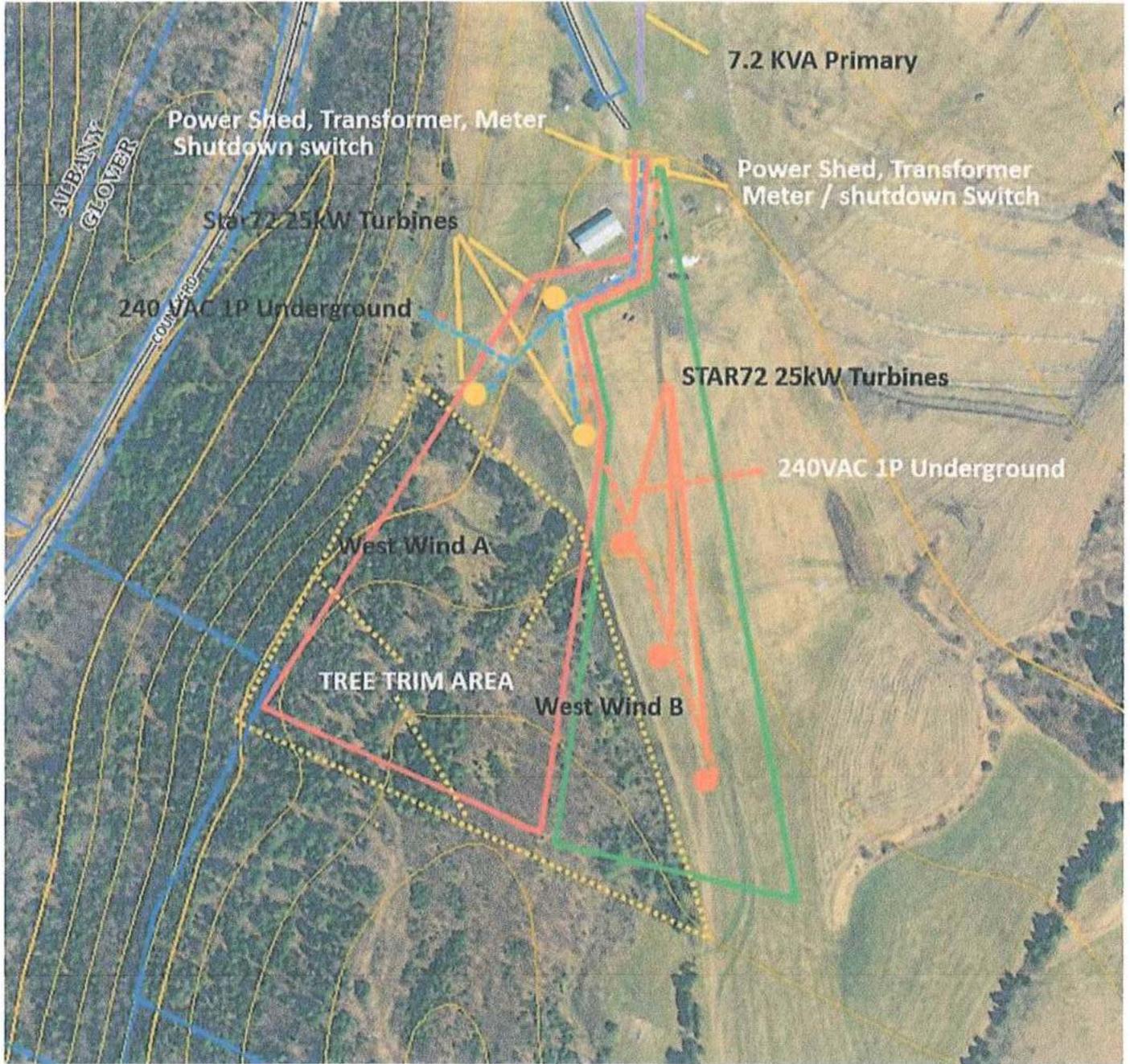
NA

Attachment 2 site map

171 Auger Heights, West Glover, VT 05874

West Wind A Turbine Project 75kW

West Wind B Turbine Project 75kW



Attachment 3

Memorandum of Lease

KNOW ALL PERSONS BY THESE PRESENTS that a certain Premises Lease Agreement (the "Lease") was entered into on _____, 20__ by _____ (hereinafter "Lessee") and _____ (hereinafter "Lessor"), with an effective date of _____, 20__.

1. Property Affected by the Lease. The leased property is a portion of the property located in Glover, Vermont, conveyed to _____ by _____ Deed dated _____, recorded in Book ____ at Page ____ of the Glover, Vermont land records, that portion being the area shown in Attachment A.
2. Term of Lease. The Lease commences on _____, 20__, and continues for twenty (20) years and ninety (90) days following the Commissioning Date of the wind electric generation facility to be constructed on the leased property by the Lessee. The Commissioning Date is defined in the Lease as the date on which the facility is energized and permitted to operate.
3. Restriction on Assignment. The Lease may be assigned by the Lessor without restriction or limitation, but may only be assigned by Lessee upon written consent of the Lessor.
4. Extension and Renewal. The Lease may be extended for four (4) additional five (5) year terms at the option of the Lessee.
5. Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the lease.
6. Location of Original Lease. The original signed copy of the Lease will be maintained at the office of the Lessor.
7. Conflict with Lease. The provisions of this Memorandum shall not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease shall control in all respects.
8. Miscellaneous. All capitalized terms not defined herein shall have the meaning set forth in the Lease. This Memorandum shall be governed by the laws of the State of Vermont.

END OF TEXT – SIGNATURE PAGE FOLLOWS



2022 STANDARD OFFER RFP APPLICATION

I. PLANT INFORMATION						
PLANT NAME	West Wind B					
PROPOSAL PRICE [\$ kWh to four decimal places]	PROPOSAL SECURITY [\$10/kW]					
\$ <u>0.258</u> _____	\$ <u>750.00</u> _____					
PLANT TECHNOLOGY [Check One]						
<input type="checkbox"/> Solar <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Biomass <input type="checkbox"/> Food Waste Anaerobic Digestion <input type="checkbox"/> Landfill Gas <input checked="" type="checkbox"/> Small Wind \leq 100 kW <input type="checkbox"/> Large Wind $>$ 100 kW						
NAMEPLATE CAPACITY IN kW <small>[kW AC for Solar]</small> 75 kW	INTERCONNECTING UTILITY VEC					
PLANT STREET ADDRESS 171 Auger Heights Rd, West Glover, VT 05875						
PLANT CITY West Glover	STATE VT	ZIP CODE 05875				
PLANT TECHNOLOGY BLOCK [Check ONLY One]						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0e0e0;"> <th style="padding: 5px;">DEVELOPER BLOCK</th> <th style="padding: 5px;">PROVIDER BLOCK <small>[For Utility Use Only]</small></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Price-Competitive OR <i>Technology Diversity:</i> <input type="checkbox"/> Biomass <input checked="" type="checkbox"/> Small Wind \leq 100 kW <input type="checkbox"/> Large Wind $>$ 100 kW <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion </td> <td style="padding: 5px; vertical-align: top;"> <input type="checkbox"/> Provider Plant </td> </tr> </tbody> </table>	DEVELOPER BLOCK	PROVIDER BLOCK <small>[For Utility Use Only]</small>	<input type="checkbox"/> Price-Competitive OR <i>Technology Diversity:</i> <input type="checkbox"/> Biomass <input checked="" type="checkbox"/> Small Wind \leq 100 kW <input type="checkbox"/> Large Wind $>$ 100 kW <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion	<input type="checkbox"/> Provider Plant		
DEVELOPER BLOCK	PROVIDER BLOCK <small>[For Utility Use Only]</small>					
<input type="checkbox"/> Price-Competitive OR <i>Technology Diversity:</i> <input type="checkbox"/> Biomass <input checked="" type="checkbox"/> Small Wind \leq 100 kW <input type="checkbox"/> Large Wind $>$ 100 kW <input type="checkbox"/> New Hydroelectric <input type="checkbox"/> Food Waste Anaerobic Digestion	<input type="checkbox"/> Provider Plant					



2022 STANDARD OFFER RFP APPLICATION

II. PROPONENT CONTACT INFORMATION		
PROponent LEGAL COMPANY NAME West Wind LLC		
ORGANIZATION TYPE [Corporation, LLC, etc.] LLC	ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF Vermont	
BUSINESS MAILING ADDRESS 1917 Eagle Peak Rd		
CITY Brookfield	STATE VT	ZIP CODE 05060
CONTACT PERSON NAME AND TITLE Brady West		
PHONE NUMBER 802 989 0808	E-MAIL bradywest75@gmail.com	

III. THRESHOLD REQUIREMENTS	
Is the plant nameplate capacity 2.2 MW or less?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant located in Vermont?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the proposal price at or below the avoided cost cap?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant commissioned on or after 9/30/09?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the plant permitted as a net metering system?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is the plant already selling its output to VEPP Inc. or the Vermont electric utilities?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO



2022 STANDARD OFFER RFP APPLICATION

IV. CERTIFICATIONS

By signing below, proponent hereby certifies the following:

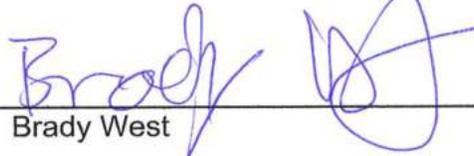
If proposed plant is wood biomass, we hereby certify that we are proposing a plant with a design system efficiency (the sum of full load design thermal output and electric output divided by the heat input) of at least 50%.

If proposed plant is food waste, we hereby certify that the proposed food waste anaerobic digestion plant will be fueled greater than 50% by volume from food residuals as defined in 10 V.S.A. § 6602(31).

If proposed plant is located at, adjacent to, or near an existing or proposed renewable energy generation facility, proponent hereby certifies that the two facilities would be considered separate plants under 30 V.S.A. § 8002(18).

Proponent hereby certifies that it has site control of the land on which the proposed plant will be constructed.

Authorized Representative Signature:



Brady West

Name:

Managing Member

Title:

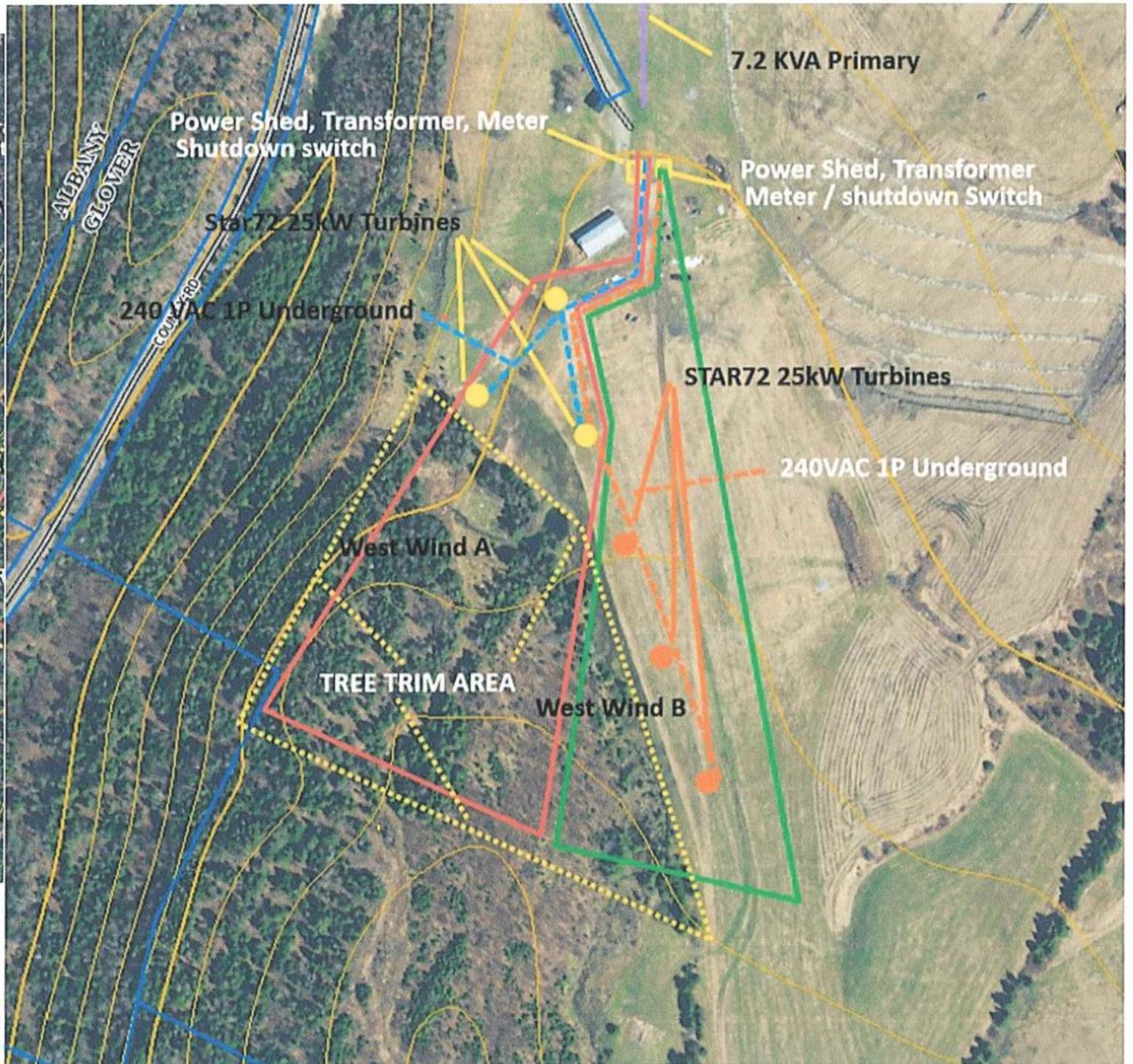
Date: 4/30/2022

Exhibit A Map of Property

171 Auger Heights, West Glover, VT 05874

West Wind A Turbine Project 75kW

West Wind B Turbine Project 75kW



**Lease Option Agreement
West Wind B**

This option to enter into a Lease Agreement (“Option Agreement” or “Agreement”) is hereby entered into by and between **Norman Auger, _171 Auger Heights, West Glover, VT 05874_** (together, “Owner”) and **West Wind, LLC**, a Vermont Limited Liability Company with offices at 1917 Eagle Peak Rd, Brookfield, Vermont (“West Wind”), each a “Party” and together the “Parties.” x

WHEREAS, the Owner is the owner of certain real estate located in Glover, Vermont; and

WHEREAS, the Parties have agreed that West Wind may lease said real estate from the Owner; and

WHEREAS, the Parties wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

1. Option. The Owner hereby grants to West Wind an exclusive irrevocable option to lease the property as shown in Exhibit A for the purpose of installing and operating wind generating facilities (hereinafter “Property”) for a one-time payment of one dollar and other consideration.
2. Warranties. The Owner hereby warrants and represents that Owner (a) owns the Property in fee simple absolute; (b) has the sole and unilateral right and authority to enter into this Option Agreement; and (c) has and will maintain good and marketable title to the Property, free and clear of any encumbrances that could reasonably be expected to have a material adverse effect on development of the Property for a wind energy generating facility.
3. Term. The Option is granted for a term of 30 months from the last date of execution below.
4. Exercise of Option. West Wind may exercise the Option at any time during the Term in its sole discretion by providing written notice to the Owner. The formal Lease Agreement, which has been fully negotiated and agreed to by Owner and West Wind, and included herein as Exhibit B, shall be executed by both Parties at that time.
5. Inspect and survey. During the Term of this Agreement, Owner shall permit West Wind and its authorized employees, agents and representatives to enter upon the Property at reasonable times during normal business hours to inspect the Property and perform inspections, surveys, soil borings, percolation tests, engineering procedures, environmental investigations, and other tests or reports on, over and under the Property

(hereafter referred to as “inspections and surveys”) necessary to determine if West Wind’s use of the Property will be compatible with West Wind’s engineering specifications, system, design, operations and Government Approvals. West Wind shall notify Owner of its intention, or the intention of its employees, agents or representatives to enter the Property at least twenty-four (24) hours prior to each day’s intended entry. West Wind shall bear the costs of all inspections and surveys.

6. Miscellaneous.

- a. Assignment : West Wind has the right to assign the lease option. This Option Agreement and lease shall be transferable without written approval.
 - b. Independent Parties. Nothing contained herein shall be construed as establishing a joint venture or partnership between the Parties. Each Party to this Option Agreement shall have no control over the other Party’s manner or method in which it performs its services or obligations, except as expressly provided herein.
 - c. Choice of Law and Venue. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Vermont. The venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Option Agreement shall be the state courts of Vermont.
 - d. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Option Agreement shall not operate as, or be construed to be, a waiver by that Party of any subsequent breach of the same or other provision.
 - e. Severability. If any provision of this Option Agreement is held invalid, illegal, or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law: (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties hereto as nearly as may be possible, (b) such invalidity, illegality, or unenforceability will not affect the validity, legality, or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.
7. Exclusivity. For so long as the Option is in effect, Owner agrees that he / she shall not market the Property to any other third party, for any similar or other use.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option Agreement: West Wind B Project

OWNER: NORMAN AUGER

By: Norman Auger

Date: 4-28-22

STATE OF VERMONT
ORLEANS COUNTY, SS

APRIL 28, 2022

On APRIL 28 2022, personally appeared before me, NORMAN AUGER, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the OWNER, and of his authority herein to act on its behalf.

Before me,

[Signature]

Notary Public

my commission expires 1/31/2023

IN WITNESS WHEREOF, the undersigned have executed duplicate copies of this Option Agreement:

Brady West as Managing Member of West Wind LLC and for himself personally

By: Brady West

Date: 4/28/22

STATE OF VERMONT
Orleans COUNTY, SS

April 28, 2022

On April 28, 2022, personally appeared before me, Brady West, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of West Wind, LLC, and of his authority herein to act on its behalf.

Before me,

[Signature]

Notary Public

my commission expires 1/31/2023

Exhibit A Map of Property

171 Auger Heights, West Glover, VT 05874

West Wind A Turbine Project 75kW

West Wind B Turbine Project 75kW

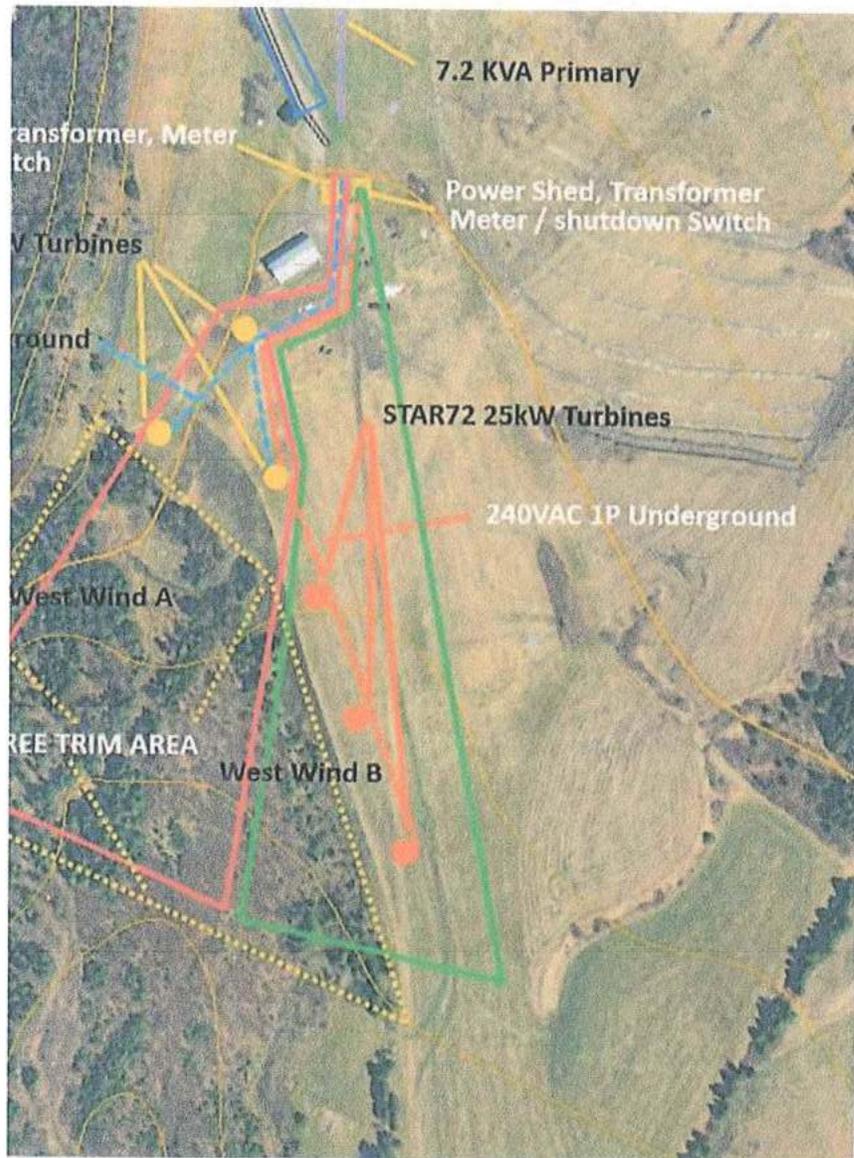


Exhibit B

Premises Lease agreement

**Lease Agreement
West Wind B**

This Premises Lease Agreement ("Lease Agreement" or "Agreement") is made on the ____ day of _____, 20____, by and between NORMAN AUGER, _171 Auger heights Rd. of Glover, in the County of Orleans, Vermont (together, "Landlord") and West Wind, LLC, a Vermont Limited Liability Company with offices at 1917 Eagle Peak Rd, Brookfield, Vermont ("Tenant") (each individually a "Party" and together "the Parties").

RECITALS

WHEREAS, the Landlord is the owner of certain real property located in Glover, Vermont, conveyed to Landlord by _____ Deed dated _____, recorded in Book ____ at Page ____ of the Glover, Vermont land records, and with the E-911 address of 171 Auger Heights Road, and as more particularly described in Attachment 1 ("the Property") and Tenant desires to lease a portion of the Property as more preliminarily and particularly described below; and

WHEREAS, Tenant designs, installs, operates, and maintains equipment and systems, including wind turbines, electric generators, poles, and other structures, conduits, inverters, transformers, meters, batteries, electrical and communications wires and cables, antennas, pedestals, concrete and metal pads, guy wires and anchors (together "Windmills"), along with security devices, fences, gates, and related fixtures, ancillary equipment and other appurtenances, and including a freestanding structure to house equipment and tools (the "Power Shed"), that together produce electricity from exposure to wind for sale and distribution to the electric grid; and

WHEREAS, Landlord and Tenant desire to have a wind turbine electric generation facility that includes Windmills, Power Shed, and related equipment described above ("the Project") to be located within the Site described in Attachment 2 ("the Site").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration which is hereby expressly acknowledged, the Parties agree as follows:

1. **Lease.** Landlord hereby leases the Premises to the Tenant pursuant to the terms and conditions of this Lease Agreement.
2. **Permitted Use.** Tenant may use the Premises to construct, install, inspect, operate, monitor, maintain, calibrate, repair, and replace the Project on the Site for purposes of generating and delivering generated renewable electricity to the local utility. Tenant may also plant, maintain, and remove vegetation for screening purposes on the Premises and maintain access to the Site and Premises.
3. **Access and Easements.** Landlord agrees at all times to allow Tenant access to the Property and Site to construct, install, inspect, operate, monitor, maintain, calibrate, improve, and replace the Project on the Premises. Landlord shall also provide Tenant with adequate space on the Property and Site during the construction of the Project for the Tenant's construction of

the Project including reasonable access, staging and laydown areas, including the right to erect temporary structures, store and operate equipment, and to make improvements necessary for staging and laydown purposes.

Landlord further hereby grants to Tenant, and shall execute such additional instruments or documents as may be necessary or appropriate to fully vest in Tenant, the following easements and related rights:

- a. An irrevocable easement and right during the Term of this Lease Agreement and any Term Extension over the Property and Site for all manner of vehicular and pedestrian ingress and egress to enable Tenant and its employees, agents and representatives to use the Site and Premises for siting, development, enhancement, installation, construction, operation, inspection, maintenance, replacement, repair, improvement, and removal of the Project and to exercise the rights granted herein, including without limitation the right to construct such temporary access roads as may be necessary or appropriate for such purposes.
 - b. An irrevocable easement and right during the Term of this Lease Agreement and any Term Extension to capture, use, and convert the unobstructed wind resources over and across the Property and Site and any adjacent property owned by Landlord and to prevent measurable diminishment in output due to obstruction of wind across the Property including but not limited to an easement right to cut down, trim, and to keep cleared by all reasonable means all trees and other vegetation growing within or overhanging the Premises or other lands of Landlord as in Tenant's judgment may block, shield, interfere with, or endanger the most efficient and safe operation of the Windmills, and to remove all structures placed on or within the Premises in violation of Tenant's rights and privileges hereunder.
 - c. An irrevocable easement during the Term of this Lease Agreement and any Term Extension over the Property and Site to create electromagnetic, visual, view, light, noise, vibration, electrical, and other effects attributable to Windmills.
 - d. An irrevocable easement during the Term of this Lease Agreement and any Term Extension over the Property and Site to allow the Project to interconnect to the electrical grid.
4. **Construction of the Project.** The installation and construction of the Project shall be performed in a good and workmanlike manner, consistent with all permits, licenses, and approvals.
5. **Interconnection.** Tenant shall be responsible for the interconnection of the Project and Landlord shall cooperate with Tenant and with any applicable utility and municipal and regulatory authorities in Tenant's pursuit of all permits, licenses, approvals, and other authorizations that may be required in order to effect the location, construction, installation, operation, maintenance, repair, and interconnection of the Project consistent with this Lease. The date at which the Project is energized and permitted to operate by the utility and state regulatory authority shall be the date of commissioning ("the Commissioning Date"). Tenant shall mark or flag all underground lines, wires, cables, and other associated infrastructure and equipment, and Landlord shall not dig at or near such line, wires, cables, and other associated infrastructure and equipment.

- 6. Approvals, Licenses and Permits.** Tenant shall obtain all necessary approvals, licenses, permits and other authorizations required for the location, installation, construction, operation, maintenance, repair, and interconnection of the Project, and pay all permit, license, and approval fees and expenses required in connection with its activities under this Lease. The Landlord shall cooperate with Tenant in obtaining all such approvals, licenses, permits and authorizations and, as necessary, transfer Project permits, licenses, approvals and authorizations to Tenant for purposes of operating and maintaining the Project. To the extent that any permit, license, approval or authorization must be obtained by Landlord, the Landlord agrees that it will grant all material decision-making rights with respect to such permit, license, approval or authorization to Tenant.
- 7. Exposure to Wind.** The Landlord covenants that it will cut, trim, prune, and maintain vegetation and otherwise use its best efforts to not allow vegetation on the Property and Site to grow in a manner or initiate or conduct any activities that could reasonably diminish the access or exposure of the Windmills to wind while this Lease Agreement remains in effect. In particular the area marked "Tree Trim Area" on the site map.
- 8. Use of Subcontractors.** The Tenant shall be permitted to license subcontractors or agents to perform any of its obligations under this Lease Agreement.
- 9. Landlord not to Interfere with the Project.** The Landlord and any of its representatives shall not tamper with or undertake any maintenance, repair, changes, or alterations to the Premises or the Project without the express written permission of the Tenant. The Landlord shall take reasonable measures necessary to ensure that the operation, maintenance, and other use of the Property and Site does not unreasonably impede, interrupt, diminish or prevent the generation and supply of electricity by the Project or damage, restrict or otherwise adversely impact the siting, location, installation, operation, repair and maintenance of the Project or the Tenant's performance under this Lease Agreement.
- 10. Cooperation in Securing Rebates, Tax Credits, and other Economic Benefits.** The Landlord will cooperate with Tenant in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates, credits, rebates, or tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become available to the Tenant in connection with the Project. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors, heirs, and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.
- 11. Taxes and Utility Expenses.** Landlord shall pay on or before when due all taxes, if any, including real estate taxes assessed on the Property and land underlying the Premises and any penalties or assessment under Vermont's current use value program, imposed in connection with this Lease or the use of the Site and Premises by the Tenant. Landlord shall remove portions of the Property from the current use value program or modify relevant current use land management plans as necessary to allow for the installation, maintenance, and operation of the Project.

Tenant shall pay to Landlord all personal property taxes assessed against the Project infrastructure and any increase in real property taxes attributable to the Project within thirty (30) days of receipt of a bill from Landlord for taxes attributable to the Project.

Tenant shall have the right to cause utilities services to be installed at the Property to service the Premises, at Tenant's sole expense, and to improve the present utilities services to the site.

Tenant shall pay for all utilities costs associated with the Project.

12. Term. This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate twenty (20) years from the Commissioning Date, unless terminated earlier in accordance with the terms and conditions of this Agreement ("the Term"). At the exclusive option of the Tenant, the Term may be extended by four (4) additional five (5) year terms (each a "Term Extension").

13. Rent. Tenant shall pay the Landlord rent in the amount of \$2,000 (two thousand dollars) per Windmill per year, which shall become due and payable on the Commissioning Date and every anniversary of the Commissioning Date thereafter for the duration of this Lease Agreement.

14. Sign-on Bonus. In addition to Rent, Tenant shall pay Landlord a one-time payment of \$3,000 (three thousand dollars) per turbine which shall become due and payable on the construction start date.

15. Premises Leased. Landlord agrees that Tenant may install the Project in the locations that the Tenant chooses within the Site. Those locations, "the Premises," shall consist of a fifty-foot (50') radius circle around each installed Windmill, with the Windmill at the center of each circle, in addition to a separate area for a Power Shed.

16. Right to Enter; Use of the Property, Site, and Premises. Tenant has the exclusive right to use and enter the Premises for the Term of this Agreement and any Term Extension and may exclude others from entering the Premises during this time. Tenant shall allow Landlord to enter the Premises upon twenty-four (24) hours' notice. Landlord may continue to use the Site and Property insofar as that use does not unreasonably interfere with the operation of the Project or the provisions set out in Sections 3, 4, 5, 7, and 9 of this Agreement.

17. Ownership of the Project. The Project shall be and remain the personal property of the Tenant and shall not be or become fixtures, notwithstanding the manner in which the Project is or may be affixed to the Premises. The Landlord shall not suffer or permit the Project to become subject to any lien, security interest, or encumbrance of any kind, and the Landlord expressly disclaims and waives any rights it may have in the Project at any time and from time to time, at law or in equity. The Tenant shall maintain the Project in a good state of repair. The Tenant may grant a security interest in the Project and an assignment for purposes of security to its lender or lenders, and the Landlord shall provide any consent and/or waiver reasonably requested by any lender, consenting to such lender's rights in the Project. After removal of the Project as set out in Section 18, foundation structures and underground cables shall remain on the Property and become fixtures.

18. Removal of the Project. Within six (6) months after the end of the Term or Term Extension, or upon termination of this Lease Agreement, the Tenant, its successors or assigns shall sever, disconnect, and remove the Project and all of the Tenant's other property from the

Premises and restore the Premises to as close to original condition as reasonably possible, except foundation structures and underground cables, which shall not be removed. The removal, repair, and restoration shall be at the sole expense of the Tenant or its successors, heirs and assigns.

19. Title. Landlord represents and covenants that Landlord owns the Site and Premises and the Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title. Landlord further represents and warrants that Landlord is not a party to any, and to Landlord's best knowledge, there are no pending or threatened, legal, administrative, arbitral, or other proceedings, claims, actions, or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i) challenging the validity or propriety of this Lease Agreement, and / or transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

20. Quiet Enjoyment. Landlord covenants and agrees that Tenant, provided it remains in material compliance with its obligations under this Lease Agreement, shall lawfully and quietly have the right to hold, occupy, and enjoy the Premises for the Term of this Lease and any Term Extension free from any claim of any entity or person of superior title thereto without hindrance to or interference with the Tenant's full use and enjoyment thereof.

21. Environmental Matters. Tenant shall not be liable for any past, present, or future contamination or pollution or breach of environmental laws, if any, relating to the Site or Premises or the Property, unless attributable to Tenant's activities, its employees, contractors, or agents. Accordingly: (a) the Tenant shall not be responsible for any work relating to (i) the existence, use, transportation, or treatment of Hazardous Materials, or (ii) the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment of Hazardous Materials, and (b) Landlord agrees to assume full responsibility for (and protect, indemnify and defend the Tenant against, any liability, including reasonable attorneys' fees and court costs, for response costs for any contamination or pollution or breach of environmental laws related to the Site and Premises and the Property, unless and to the extent attributable to Tenant's activities. Tenant may Encounter Hazardous Materials when installing, servicing, expanding, modifying, or maintaining the Project. In the event Tenant encounters any Hazardous Material at the Site or Premises, Tenant shall promptly cease any work in progress in an orderly, safe, and efficient manner and inform Landlord of the nature and location of said Hazardous Materials. It shall then be Landlord's responsibility to eliminate or contain such Hazardous Materials in a commercially reasonable manner in compliance with law to allow Tenant to continue or finalize any work in progress in a safe and prompt manner.

22. Government Approvals. Landlord acknowledges that Tenant's ability to use the Property for the development of a Project is contingent upon obtaining all government and utility approvals, licenses, permits and authorizations. Landlord shall cooperate with Tenant in its effort to obtain all such permits, licenses, approvals and authorizations. Should Tenant be unable to obtain all necessary permits, licenses, approvals and authorizations or be unable to maintain such permits, licenses, approvals and authorizations due to changes in law or other circumstances

not presently contemplated, this Agreement shall terminate at Tenant's option as outlined further in Section 23 below.

23. Right to Terminate. Prior to the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing prior written notice to the Landlord for any reason or no reason. On or after the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing at least six (6) months' prior written notice to the Landlord. After the Commissioning Date, Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

- a. Any governmental agency or utility denies a request by Tenant for, substantially conditions the permit, license, approval, authorization or request by Tenant to the extent the Tenant concludes in its sole discretion that it cannot proceed with the Project, or revokes a permit, license, approval or authorization that is required for Tenant to construct or operate the Project and infrastructure on the Site or Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Site or Premises for its intended purpose or substantially reduce its use for its intended purpose, to be decided solely by the Tenant;
- c. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Site or Premises;
- d. Utilities necessary for Tenant's use of the Site or Premises are no longer available to the Site or Premises or are substantially reduced or degraded to prevent the output as approved or contemplated by the regulatory approvals received for the Project; or
- e. The Site or Premises and /or Project are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Site or Premises.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove the Project as provided in Section 18. Should Tenant terminate in accordance with this Section 23, Tenant shall remove the system in accordance with Section 18 above.

24. Assignment. Upon written notice to the other Party, this Lease Agreement and the rights and obligations of either Party hereunder may be assigned provided, however, that any such assignment will not relieve any assignee of any of its obligations or liability hereunder.

25. Liability for Injury and Damage. Tenant shall defend, indemnify, and hold harmless the Landlord from any and all liability, loss, cost, damage, or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by the Project and/or caused by any act, omission, or neglect of the Tenant or its subcontractors, agents, servants, employees, invitees, visitors, or guests, including reasonable attorney's fees, court costs, and other litigation expenses, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

Landlord shall defend, indemnify and hold harmless the Tenant from any and all liability, loss, cost, damage, or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by any act, omission, or neglect of the

Landlord or its subcontractors, agents, servants, employees, invitees, visitors, or guests, including reasonable attorney's fees, court costs, and other litigation expenses, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, invitees, agents or independent contractors.

Prior to commencing construction, Tenant shall obtain liability insurance, and copy the landlord, naming the Landlord an additional insured for this purpose in an amount not less than \$1,000,000 per occurrence and in the aggregate. Tenant shall provide the Landlord with certificate(s) of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this Section 25.

26. No Acceleration or Liquidated Damages. Landlord certifies the Agreement contains no right to accelerate rent and there are no liquidated damage provisions contained herein.

27. Revocation. In the event of a material default in the terms of this Lease Agreement by either the Landlord or the Tenant, the other Party may terminate this Lease Agreement. Events that shall constitute a default under this Lease Agreement shall include, but not be limited to, a Party's failure to perform or comply with any material provision of this Lease agreement; an unauthorized assignment, a Party's insolvency or inability to pay debts as they mature, or an assignment for the benefit of creditors; or if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a Party.

No party shall be in default under this Lease Agreement unless and until it has been given written notice of a breach of this Lease Agreement by the other Party and shall have failed to cure such breach within thirty (30) days after receipt of such notice. When a breach cannot reasonably be cured within such thirty (30) day period, the time for curing may be extended by agreement of the Parties for such time as may be necessary to complete the cure, provided that the defaulting Party shall have proceeded to cure such breach with due diligence.

28. Force Majeure. In the event of a Force Majeure Event, as identified further below, Tenant shall be relieved from any future Rent payments and any other obligations under this Agreement, except its obligation to remove the Project as provided in Section 18. "Force Majeure Event" means any act, event, cause, or condition that prevents Tenant from performing its obligations, and is beyond the Tenant's reasonable control.

A Force Majeure Event may include, but shall not be limited to the following: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the withdrawal or denial of any necessary approvals, licenses, permits, or other authorizations required under Section 6 of this Agreement; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means), including the withdrawal or discontinuation of the standard offer program or subsequent Vermont program; the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued) or utility for use of output, transmission, or distribution of the output of this property; unavailability of electricity, transmission, distribution, or other necessary service from the utility

grid, equipment, supplies, or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); failure of distribution utilities to purchase energy generated by the Project; and failure of equipment not utilized by or under the control of the Party claiming a Force Majeure Event.

29. Miscellaneous Provisions.

- a. **Applicable Law.** This Lease Agreement shall be interpreted and governed by the laws of the State of Vermont.
- b. **Rules of Interpretation.** Titles and headings are included in this Lease Agreement for convenience only and shall not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires. To the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement
- c. **Severability.** If any portion of this Lease Agreement shall be held to be invalid or unenforceable for any reason, or stricken from this Agreement, the remaining provisions, terms, or conditions, or provisions thereof, and the application of such provision(s), term(s), and condition(s) shall not be affected thereby and shall continue to be valid and enforceable to the extent permitted by law. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- d. **Specific Performance.** The Parties agree that in the event the Landlord is in material default under this Agreement, the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.
- e. **Entire Agreement; Amendments and Waivers.** This Lease Agreement, including Attachments 1, 2, 3, and 4, constitutes the entire agreement between the Parties and supersedes the terms of any previous agreement or understanding, oral or written. Any waiver or amendment of this Lease Agreement must be in writing. A Party's waiver of any breach or failure to enforce any of the terms of this Lease Agreement shall not affect or waive that Party's right to enforce any other term of this Lease Agreement.
- f. **Further Assurances.** Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement if the request from the other Party is reasonable.
- g. **Recordation.** The Parties hereto acknowledge that a memorandum of this Lease Agreement shall be recorded in the local land records, in the form included herein as Attachment 3.
- h. **Specific Performance.** In the event that the Landlord is in material default under this Lease Agreement, then the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.

- i. **No Joint Venture.** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint ventures, nor to make Landlord in any way responsible for the debts or losses of the Tenant.
 - j. **Duly Authorized Agents, Counterparts.** Each Party warrants that it has executed this Agreement by its duly authorized agents and representatives. This Agreement may be signed in multiple counterparts and exchanged by electronic transmission, with such electronic version or original counterparts having the same force and effect of any original signature and original Agreement.
 - k. **Effect of Agreement.** The Parties jointly drafted this Agreement and it shall not be construed for or against any Party based on a Party's level of participation in drafting the Agreement. The undersigned represent and warrant they have sought and obtained the legal advice they deem necessary from their own separate legal counsel before executing this Agreement.
30. **Notices.** All notices, demands, request, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service, or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord:

Norman Auger
Auger Heights Farm 171
Auger Heights Road.
West Glover, Vermont 05875

To Tenant:

Brady West
West Wind LLC
1917 eagle Peak Rd.
Brookfield, VT 05060

The address to which any notice, demand, or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party as above provided.

[SIGNATURE PAGE FOLLOWS]

Lease Agreement Signature Page

West Wind B project

IN WITNESS WHEREOF, the Parties, as evidence by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this ____ day of _____, 20____.

IN PRESENCE OF:

West Wind LLC

Witness

By: _____
Brady West as
Managing Member of West Wind LLC
and for himself personally

Witness

Landlord
By: _____

Witness

By: _____

Attachment 1

Deed for Landlord's Property

32

ACKNOWLEDGEMENT
VERMONT PROPERTY TRANSFER TAX
RETURN REC'D INCLUDING CERTIFICATES
ACT 250 DISCLOSURE STATEMENT, IF REQUIRED
PER 32 VSA CHAP. 231

RETURN NO. 2012-31
SIGNED [Signature] CLERK
DATE 08-13-2012

After Recording Return to:
OLD REPUBLIC
Attn: DOUG CANNON
530 SOUTH MAIN STREET
AKRON, OH 44311
File No. 01-12093191-01T

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
77882012-01

Glover Town Clerk's Office
Rec'd for record 8-13 2012 A.P.
at 2 o'clock 30 minutes AM
Recorded in Book 72 Page 352-355
Attest [Signature] Town Clerk

Tax ID No.: 53-370

QUIT CLAIM DEED

Record 1st

STATE OF VERMONT
COUNTY OF ORLEANS

THIS INDENTURE made and entered into on this 18th day of July, 2012, by and between NORMAN AUGER, AN UNMARRIED MAN AND AMY L. WRIGHT, F/K/A AMY AUGER, AN UNMARRIED WOMAN, WHO TOOK TITLE AS HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, 171 AUGER HEIGHTS, WEST GLOVER, VT 05875 hereinafter referred to as Grantor(s) and NORMAN AUGER, AN UNMARRIED MAN, 171 AUGER HEIGHTS, WEST GLOVER, VT 05875, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantors, for and in consideration of the sum of ONE and NO/100 (\$1.00) DOLLAR, cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, have this day remise, release, quitclaim, grant, sell, and convey to the said Grantee following described real estate located in ORLEANS County, VERMONT:

SEE ATTACHED EXHIBIT "A"

Also known as: 171 AUGER HEIGHTS, WEST GLOVER, VT 05875
Property Tax ID No.: 53-370
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Prior instrument reference: BOOK 53, PAGE 370, Recorded: 04/01/2003

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever in FEE SIMPLE.

And that said conveyance does not render the grantor insolvent nor is it for the purpose of defrauding any of grantor's creditors.

SD

Assessor's parcel No. 53-370

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this the day and year first above written.

Norman Auger
NORMAN AUGER

WITNESSES:

Lucie Lebonault
NAME:

Emily Michaud
NAME:

Amy L. Wright, F/K/A Amy Auger
AMY L. WRIGHT, F/K/A AMY AUGER

WITNESSES:

Richard [unclear]
NAME:

Emily Michaud
NAME:

STATE OF VERMONT
COUNTY OF Orleans

At Barton, in said County, this 18th day of July, 2012, the above-named NORMAN AUGER personally appeared and he/she/they acknowledged this instrument, by him/her/them sealed and subscribed, to be his/her/their free act and deed,

Before me, Amy M Morley

Amy M Morley
Notary Public Com Exp 2/10/2015

AMY MORLEY
Notary Public
State of Vermont

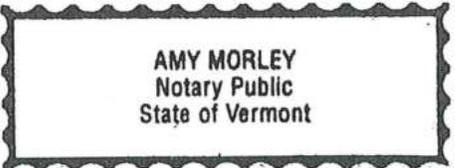
JD

STATE OF VERMONT
COUNTY OF Orleans

At Barton, in said County, this 18th day of July, 2012, the above-named AMY L. WRIGHT, F/K/A AMY AUGER personally appeared and he/she/they acknowledged this instrument, by him/her/them sealed and subscribed, to be his/her/their free act and deed,

Before me, Amy M Morley

Amy M Morley
Notary Public Comm Exp 02/10/2015



JD

EXHIBIT A
LEGAL DESCRIPTION

SITUATED IN THE TOWN OF GLOVER, COUNTY OF ORLEANS, AND STATE OF VERMONT:

PARCEL 1

BEING ALL AND THE WHOLE OF THE SAME LAND AND PREMISES, WITH THE BUILDINGS THEREON CONVEYED BY QUIT-CLAIM DEED FROM ARLENE M. AYER TO CHARLES AUGER, NOW DECEASED AND MARIE ANGE AUGER, APRIL 7, 1966 AND RECORDED IN BOOK 26, PAGE 224 OF GLOVER LAND RECORDS AND BEING THE FORMER GEORGE URIE FARM SO-CALLED, AND BEING FURTHER DESCRIBED IN A CERTAIN QUIT-CLAIM DEED FROM CHARLES AUGER AND MARIE ANGE AUGER TO ARLENE M. AYER DATED APRIL 7, 1966 AND RECORDED IN BOOK 26, PAGES 223 AND 224 OF GLOVER LAND RECORDS.

PARCEL 2

BEING ABOUT TWENTY (20) ACRES OF LAND, MORE OR LESS, AND BEING ALL AND THE WHOLE OF THE SAME LAND AND PREMISES CONVEYED BY WARRANTY DEED FROM ALBERT DIETTE AND HECTOR DIETTE TO CHARLES AND MARIE ANGE AUGER, SEPTEMBER 4, 1945 AND RECORDED IN BOOK 23, PAGES 269 AND 270 OF GLOVER LAND RECORDS.

PARCEL 3

BEING ABOUT THIRTY-FIVE (35) ACRES OF LAND, MORE OR LESS, AND BEING ALL AND THE WHOLE OF THE SAME LAND AND PREMISES CONVEYED BY HORACE PITT BY WARRANTY DEED TO CHARLES AUGER, NOW DECEASED, AND MARIE ANGE AUGER, JUNE 1, 1948 AND RECORDED IN BOOK 23, PAGES 456-457 OF GLOVER LAND RECORDS.

PARCEL 4

BEING ABOUT ONE HUNDRED TEN (110) ACRES OF LAND, MORE OR LESS, IN LOT #74 OF LOTS OF LAND IN GLOVER AND BEING ALL AND THE WHOLE OF THE SAME LAND AND PREMISES CONVEYED BY WARRANTY DEED FROM F. A. ANDERSON AND ELLEN C. ANDERSON TO CHARLES AUGER, NOW DECEASED, AND MARIE ANGE AUGER, OCTOBER 10, 1949 AND RECORDED IN BOOK 24, PAGE 16 OF GLOVER LAND RECORDS.

TAX ID NO: TR 31001

PROPERTY COMMONLY KNOWN AS: 171 AUGER HEIGHTS, WEST GLOVER, VT 05875



U02869867

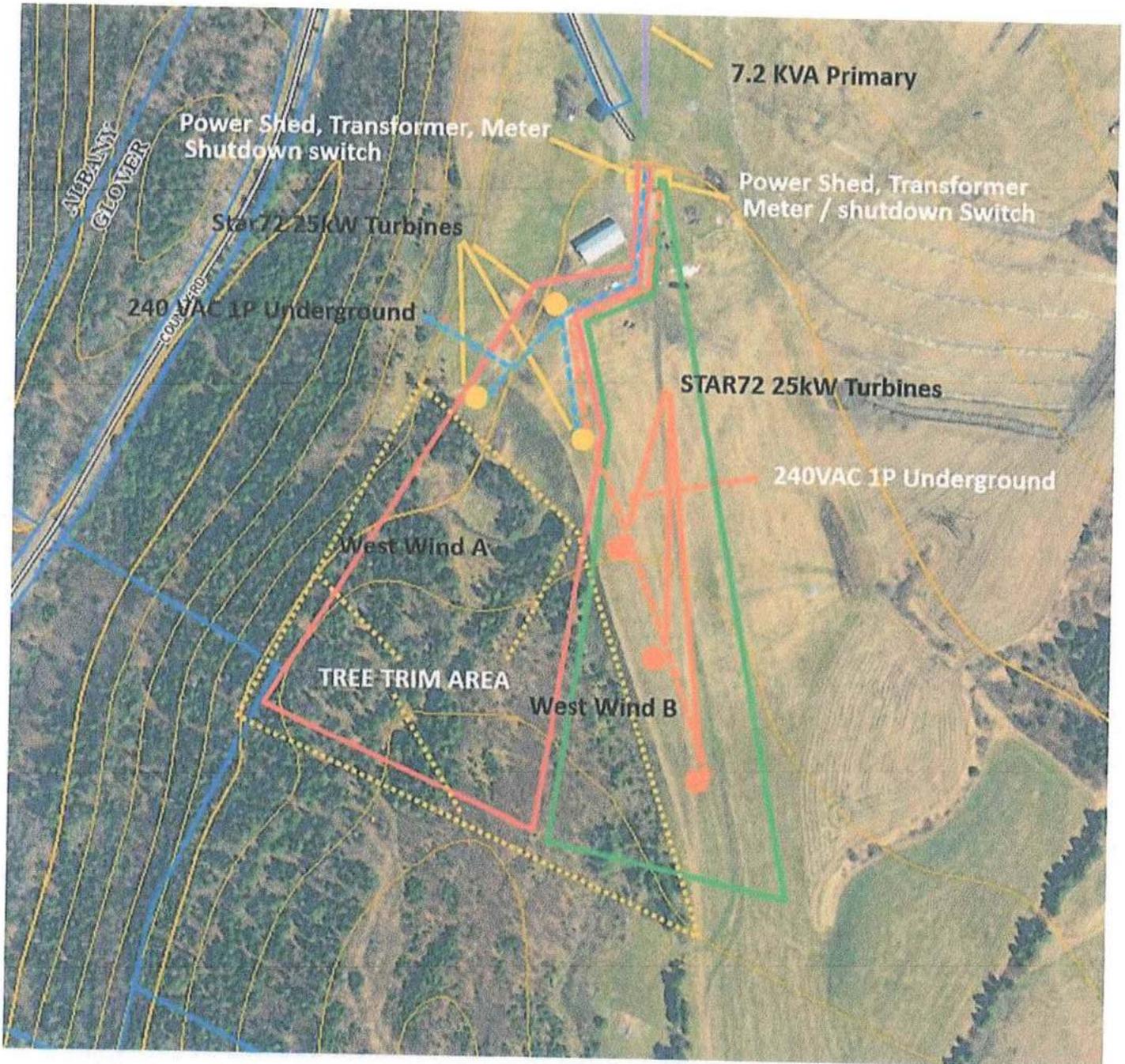
7772 8/6/2012 77882012/1

Attachment 2 site map

171 Auger Heights, West Glover, VT 05874

West Wind A Turbine Project 75kW

West Wind B Turbine Project 75kW



Attachment 3

Memorandum of Lease

KNOW ALL PERSONS BY THESE PRESENTS that a certain Premises Lease Agreement (the "Lease") was entered into on _____, 20__ by _____ (hereinafter "Lessee") and _____ (hereinafter "Lessor"), with an effective date of _____, 20__.

1. Property Affected by the Lease. The leased property is a portion of the property located in Glover, Vermont, conveyed to _____ by _____ Deed dated _____, recorded in Book ____ at Page ____ of the Glover, Vermont land records, that portion being the area shown in Attachment A.
2. Term of Lease. The Lease commences on _____, 20__, and continues for twenty (20) years and ninety (90) days following the Commissioning Date of the wind electric generation facility to be constructed on the leased property by the Lessee. The Commissioning Date is defined in the Lease as the date on which the facility is energized and permitted to operate.
3. Restriction on Assignment. The Lease may be assigned by the Lessor without restriction or limitation, but may only be assigned by Lessee upon written consent of the Lessor.
4. Extension and Renewal. The Lease may be extended for four (4) additional five (5) year terms at the option of the Lessee.
5. Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the lease.
6. Location of Original Lease. The original signed copy of the Lease will be maintained at the office of the Lessor.
7. Conflict with Lease. The provisions of this Memorandum shall not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease shall control in all respects.
8. Miscellaneous. All capitalized terms not defined herein shall have the meaning set forth in the Lease. This Memorandum shall be governed by the laws of the State of Vermont.

END OF TEXT – SIGNATURE PAGE FOLLOWS

West Wind B Project

DATED at _____ this _____ day of _____, 20__

Lessor: _____

By: _____

Date: _____

STATE OF VERMONT

_____ COUNTY, SS

_____, 20__

On _____ 20__, personally appeared before me, _____, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the OWNER, and of his authority herein to act on its behalf.

Before me,

Notary Public

DATED at _____ this _____ day of _____, 20__

West Wind , LLC and for himself personally

By: _____

Date: _____

STATE OF VERMONT

_____ COUNTY, SS

_____, 20__

On _____ 20__, personally appeared before me, _____, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of West Wind, LLC, and of his authority herein to act on its behalf.

Before me,

Notary Public

Attachment A Map of Property

171 Auger Heights, West Glover, VT 05874

West Wind A Turbine Project 75kW

West Wind B Turbine Project 75kW

