The Detroit Edison Company
One Energy Plaza, Detroit, MI 48226-1279

Detroit Edison
A DTE Energy Company

Jon P. Christinidis
(313) 235-7706
christinidisj@dteenergy.com

January 25, 2011

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
Lansing, Michigan 48909

Re: In the matter, on the Commission's own motion, regarding the regulatory reviews, revisions, determinations, and/or approvals necessary for The Detroit Edison Company to fully comply with Public Acts 286 and 295 of 2008
MPSC Case No. U-15806-GCW (Paperless e-file)

Dear Ms. Kunkle:

Consistent with the Commission's September 14, 2010 Order in the above-captioned matter, attached for electronic filing are the following documents:

1. Correspondence to Ms. Kunkle from Mr. Charles L. Conlen dated January 25, 2011;
2. Correspondence to Gratiot County Wind LLC from Mr. Gerard M. Anderson dated December 17, 2010;
3. A copy of the Build Transfer Agreement executed on December 22, 2010;
4. A copy of the Shared Facilities Agreement executed on December 22, 2010; and
5. a Proof of Service.

Very truly yours,

Jon P. Christinidis

Digitally signed by Jon P. Christinidis
DN: cn=Jon P. Christinidis, o=DTE Energy, ou=Legal-Regulatory Affairs, email=christinidisj@dteenergy.com, c=US
Date: 2011.01.25 14:10:20 -05'00'

Jon P. Christinidis

JPC/kbk
Attachment
cc: Service list

January 24, 2011

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
Lansing, Michigan 48909

Re: MPSC Case No. U-15806-GCW Exercise of Option

Dear Ms Kunkle:

The Detroit Edison Company ("Company") herein informs the Commission that on December 17, 2010, consistent with the Commission's September 14, 2010 Order and the agreements approved in this docket, the Company exercised its option to purchase a portion of the Gratiot County Wind Farm Project from Gratiot County Wind, LLC in the amount of 89.6 Megawatts. A copy of the correspondence exercising the option is attached.

Copies of the Build Transfer Agreement ("BTA") and Shared Facilities Agreement ("SFA"), each executed on December 22, 2010, are also attached. Limited portions of the executed BTA and SFA have been redacted to protect confidential, commercially-sensitive information. The Company will make unredacted copies of the executed BTA and SFA available for review by the Commission and its Staff at the Company's premises.

Sincerely,

Charles L. Conlen
Director of Renewable Energy

Attachments

The Detroit Edison Company
One Energy Plaza, Detroit, MI 48226-1221

DTE Energy

The Detroit Edison Company

December 17, 2010

Gratiot County Wind LLC
c/o Invenergy LLC
One South Wacker Drive, Suite 2020
Chicago, IL 60606
Attn: Randy E. Wood
Vice President, Origination

Dear Mr. Wood:

Reference is made to that certain Long-Term Non-Firm Renewable Energy Credit and Renewable Power Purchase Agreement (the "PPA"), dated as of August 10, 2010, and entered into by and between The Detroit Edison Company ("DECo") and Gratiot County Wind LLC ("GCW"). Capitalized terms used without definition in this notice shall have the meanings ascribed to them in the PPA.

Section 3.6.1 of the PPA provides that DECo has the BT Option to purchase from GCW (or its Affiliate), pursuant to a separate transaction, the BT Facility. Pursuant to Section 3.6.3 of the PPA, on the date hereof, DECo hereby provides notice to GCW of its decision to exercise the BT Option for fifty-six (56) Wind Turbines for a total manufacturer's rated capacity of 89.6 MW.

THE DETROIT EDISON COMPANY

By: _____
Name: Gerard M. Anderson
Title: Chief Executive Officer

BUILD-TRANSFER CONTRACT

By and Between

THE DETROIT EDISON COMPANY
a Michigan Corporation

And

INVENERGY WIND DEVELOPMENT MICHIGAN LLC
a Delaware Limited Liability Company

For

THE DECO WIND PROJECT

December 22, 2010

TABLE OF CONTENTS

SCHEDULE OF EXHIBITS

Exhibit A-1	Technical Specification
Exhibit A-2	Scope of Work
Exhibit B	Warranty of Turbine Supplier
Exhibit C	Warranty Terms for BOP Subcontractor
Exhibit D-1	Description of DECo Facility Site (Map)
Exhibit D-2	General Form of Site Agreement
Exhibit D-3	List of Deviations from General Form of DECo Facility Site Agreement in executed DECo Facility Site Agreements
Exhibit D-4	Form of Assignment (DECo Facility Site Agreements)
Exhibit D-5	DECo Facility Layout
Exhibit E	List of Permits
Exhibit F	PPA
Exhibit G	Preliminary Project Schedule
Exhibit H-1	Form of Partial Lien Waiver (for IWDM and Subcontractors)
Exhibit H-2	Form of Final (Conditional) Lien Waiver (for IWDM and Subcontractors)
Exhibit H-3	Form of Final (Unconditional) Lien Waiver (for Subcontractors)
Exhibit I	One Line Diagram of Generating Facility and Interconnection Facilities
Exhibit J-1	Form of Foundation Completion Certificate
Exhibit J-2	Form of Collection System Completion Certificate
Exhibit J-3	Form of Infrastructure Completion Certificate
Exhibit J-4	Form of WTG Mechanical Completion Certificate
Exhibit J–5	Form of WTG Completion Certificate
Exhibit J-6	Form of Project Substantial Completion
Exhibit J-7	Form of Final Completion Certificate
Exhibit K	Form of Monthly Progress Report
Exhibit L	Insurance Requirements
Exhibit M	Form of Shared Facilities Agreement
Exhibit N-1	Tax Advice Letter
Exhibit N-2	Sales and Use Tax Exemptions

BUILD-TRANSFER CONTRACT

This BUILD-TRANSFER CONTRACT is made and entered into as of the 22nd day of December, 2010 (the "Contract Date"), by and between THE DETROIT EDISON COMPANY, a corporation organized and existing under the laws of the State of Michigan, ("DECo"), and INVENERGY WIND DEVELOPMENT MICHIGAN LLC, a limited liability company organized and existing under the laws of the State of Delaware ("IWDM").

RECITALS

WHEREAS, IWDM or its Affiliates have secured real property rights for the construction of a 200 MW wind turbine generated energy project in Gratiot County, Michigan and a transmission line in Gratiot and Midland Counties, Michigan to interconnect such project to the transmission system of Michigan Electric Transmission Company, LLC ("Transmission Utility"), and have further secured certain permits and interconnection agreements necessary for the development and construction of such energy project and transmission line and interconnection (the above-described project, the "Gratiot Wind Project"); and

WHEREAS, DECo and Gratiot County Wind LLC, an IWDM Affiliate ("GCW"), have entered into that Long-Term Non-Firm Renewable Energy Credit and Renewable Power Purchase Agreement dated as of August 10, 2010 (the "PPA") respecting the Gratiot Wind Project; and

WHEREAS, pursuant to the PPA, DECo has the option to acquire from GCW or a GCW Affiliate a portion of the Gratiot Wind Project (such portion, as more fully defined in Section 1.5 hereof, the "DECo Project") (the "Option"); and

WHEREAS, in the event DECo exercises the Option, and on the date of such exercise by DECo (the "Option Exercise Date"), this Agreement shall by its terms become effective; and

WHEREAS, the exercise by DECo of the Option will evidence that DECo desires that IWDM do or cause GCW to do the following: (i) procure wind turbine generators and towers, (ii) design and install foundations, and (iii) construct, start-up and test the wind turbine generators and towers and certain ancillary equipment for the DECo Project and to transfer the DECo Project to DECo upon the DECo Project Closing (as herein defined); and

WHEREAS, DECo is concurrently entering into a contract with GCW and a further Affiliate of IWDM, Gratiot County Wind II LLC, a Delaware limited liability company, for the construction of and acquisition of an undivided proportional interest in a substation, transmission line and certain other property rights and facilities (as more fully defined in Section 1.5 hereof, the "Shared Facilities") for interconnection of the DECo Project to the transmission system of Transmission Utility, which contract shall also become effective upon the exercise by DECo of the Option (subject to subsequently obtaining certain necessary regulatory approvals); and

WHEREAS, IWDM and its Affiliates are engaged in the business of developing wind energy projects and in procuring, installing, starting up and testing various wind generated energy systems, and IWDM desires to do or cause to be done the engineering and design, procurement, construction, start-up and testing of the foundations, towers, and wind turbine generators and certain ancillary equipment for the DECo Project and to transfer the DECo Project to DECo in accordance with the terms and conditions described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

ARTICLE I.

AGREEMENT; INTERPRETATION; DEFINITIONS

1.1. Documents Included

This Build-Transfer Contract between DECo and IWDM (this "Agreement") consists of this document ("Body of the Agreement") and the exhibits which are attached hereto or shall be attached hereto in accordance with the provisions of this Agreement (collectively, "Exhibits"), and which are specifically made a part hereof by this reference.

1.2. Entire Agreement

Any Work (as hereinafter defined) described in this Agreement which was performed or caused to be performed by IWDM prior to the execution of this Agreement shall be deemed to have been performed under this Agreement. This Agreement sets forth the full and complete understanding of the Parties relating to the subject matter hereof as of the date first above stated, and supersedes any and all negotiations, agreements and representations made or dated prior thereto. Subsequent to the date hereof, this Agreement may be supplemented, modified or otherwise amended by mutual agreement or in accordance with the terms of this Agreement. Such amendments, if any, must be in the form of a written amendment to this Agreement (which may take the form of a Change Order pursuant to ARTICLE X), and signed by authorized representatives of both Parties to this Agreement.

1.3. Conflicting Provisions

In the event of any conflict or inconsistency between or among the Body of the Agreement and the Exhibits, such conflict shall be resolved in accordance with the following order of precedence (provided that, notwithstanding the following order, physical design or technical requirements of the fabrication or assembly of the Major Components of the WTGs as set forth in the Technical Specification shall always control in the event of conflicting provisions

contained in the other Agreement documents): (a) amendments to this Agreement, (b) the Body of the Agreement; (c) the Scope of Work; (d) the Technical Specification; and (e) the other Exhibits. Either Party, upon becoming aware of any conflict or inconsistency among any of the components of this Agreement, shall promptly notify the other Party in writing of such conflict or inconsistency. Any conflict or inconsistency which cannot be resolved by the Parties to their mutual satisfaction shall be resolved in accordance with the provisions of ARTICLE XXII.

1.4. Rules of Interpretation.

1.4.1 Terminology.

Unless otherwise required by the context in which any term appears:

(a) Capitalized terms used in this Agreement shall have the meanings specified in this Article or defined elsewhere in this Agreement.

(b) The singular shall include the plural and the masculine shall include the feminine and neuter.

(c) References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or Exhibits of this Agreement, and references to paragraphs or clauses shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(d) The words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; the words "include," "includes" or "including" shall mean "including, but not limited to" or words to similar effect.

(e) The term "day" shall mean a calendar day (beginning at 12:00 a.m. and ending at 11:59 p.m.). The term "month" shall mean a calendar month, and the term "year" shall mean a calendar year.

(f) Whenever an event is to be performed by a particular date, or a period ends on a particular date, and the date in question falls on a weekend, or on a day which is not a Business Day, the event shall be performed, or the period shall end, on the next succeeding Business Day.

(g) All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied.

(h) All references to a particular entity shall include such entity's successors and permitted assigns.

(i) All references herein to any contract (including this Agreement) or other agreement shall be to such contract or other agreement as amended and supplemented or modified to the date of reference.

(j) All references to an Applicable Law shall mean a reference to such Applicable Law as the same may be amended, modified, supplemented or restated and be in effect from time to time.

1.4.2 Headings

The titles of the articles and sections herein have been inserted as a matter of convenience of reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

1.4.3 Joint Responsibility for Drafting

This Agreement was negotiated and prepared by both Parties with advice of counsel to the extent deemed necessary by each Party; the Parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part thereof.

1.4.4 Obligation to Act in Good Faith, Etc.

The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided in this Agreement that a Party may exercise its sole discretion with respect thereto, (i) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, delayed or conditioned, and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

1.5. Definitions

For the purposes of this Agreement, the following words and terms shall have the meanings specified below (other words and abbreviations that have well-known technical or trade meanings are used in this Agreement in accordance with such recognized meanings):

Affiliate. With respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with that Person. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or partnership interests, by contract or otherwise.

Agreement. As defined in Section 1.1.

Applicable Law. All laws, treaties, ordinances, statutes, judgments, injunctions, decrees, orders, writs, rules, regulations and interpretations, whether in effect or not as of the Contract Date, of any Governmental Authority to the extent they apply to the actions of the Parties, the DECo Facility Site, all or any portion of the DECo Project, the performance of the Work, this Agreement and each other document, instrument and agreement delivered or to be delivered hereunder or in connection herewith.

Assignment (DECo Facility Site Agreements). As defined in Section 2.11.

Body of the Agreement. As defined in Section 1.1.

BOP. The "balance of plant", consisting of all Work under this Agreement other than (a) the supply of the WTGs and associated Work which is being provided by the Turbine Supplier under the Turbine Contract, and (b) the construction management and coordination services being provided or procured by IWDM hereunder.

BOP Subcontract. Collectively, the contract or contracts between IWDM or the CM Affiliate and the BOP Subcontractor to be entered into for the BOP.

BOP Subcontractor. Collectively, the Subcontractor or Subcontractors with whom IWDM or the CM Affiliate contracts to perform the BOP.

Business Day. A day other than a Saturday, Sunday or a day that is a legal holiday in the State of Michigan.

Change of Law. Any of the following events, to the extent they establish requirements materially affecting the design, engineering, procurement, construction, or commissioning of the DECo Project that are materially more restrictive or burdensome than the requirements specified in this Agreement or have a material adverse effect on IWDM's or the CM Affiliate's cost of and schedule for performance of the Work: (a) the enactment, adoption, promulgation, modification or repeal, after the Contract Date, of any Applicable Law; or (b) the imposition of any material condition on the issuance or renewal of any Permit after the Contract Date; or (c) the failure to issue or renew any Permit that has been properly applied for; provided, however, that none of the following shall be a Change of Law: (i) any Applicable Law issued, enacted or adopted before the Contract Date but which does not become effective until after the Contract Date; (ii) the general requirements contained in any Permit at the time of application or issuance to comply with future laws, ordinances, codes, rules, regulations or similar legislation, or (iii) a change in any income tax law enacted or effective after the Contract Date.

Change Order. A written order to IWDM pursuant to ARTICLE X authorizing an addition, deletion or revision in the Work, any change to the Contract Price, and/or any adjustment to the Project Schedule, including the Schedule Guarantees.

Clean, Renewable and Efficient Energy Act. That act of the Michigan legislature relating to energy and requiring certain providers of electric utility service to comply with the standards for renewable energy, and providing for other matters relating thereto, codified as Michigan Compiled Laws, chapter MCL 460.1001 to 460.1195 the regulations promulgations thereunder inclusive, as such laws may be amended or superseded.

CM Affiliate. GCW or such other Affiliate of IWDM that performs the construction management function for the design, engineering, procurement and construction of the DECo Facility.

Collection System. The underground electrical circuits that run between the WTGs and ultimately terminate at the Substation, including the step-up transformers and junction boxes.

Collection System Completion. As defined in Section 8.2.

Collection System Completion Certificate. The certificate issued by IWDM to DECo pursuant to Section 8.9 certifying that Collection System Completion has occurred.

Commercial Operation. As defined in the PPA.

Commercial Operation Date. As defined in the PPA.

Compensable Costs. As defined in Section 10.4.

Completion Certificate. As applicable, any of the Foundation Completion Certificates, Collection System Completion Certificate, Infrastructure Completion Certificate, WTG Mechanical Completion Certificates, WTG Completion Certificates, Project Substantial Completion Certificate and Final Completion Certificate.

Completion Milestone. As applicable, any of Foundation Completion, Collection System Completion, Infrastructure Completion, WTG Mechanical Completion, WTG Completion, Project Substantial Completion and Final Completion.

Confidential Information. As defined in Section 17.1.

Contract Date. The date set forth in the preamble to this Agreement.

Contract Price. The amount payable to IWDM set forth in Section 9.1, as adjusted pursuant to the terms of this Agreement.

DECo. As defined in the preamble of this Agreement.

DECo Caused Delay. Any delay in performance of the Work by IWDM or the CM Affiliate or any Subcontractors caused by a failure of DECo to comply with its obligations under this Agreement.

DECo Event of Default. As defined in Section 16.2.1.

DECo Facility. The complete integrated wind-powered electricity generating plant, with a nameplate capacity of either (i) fifty-nine and two-tenths megawatts (59.2 MW) or (ii) eighty-nine and six-tenths megawatts (89.6 MW) (as definitively determined by DECo in its Option Exercise Notice) to be located on the DECo Facility Site to be designed, procured, constructed, tested and commissioned under this Agreement, including all structures, facilities, appliances, lines, conductors, instruments, equipment, apparatus, components, roads and other property constituting and integrating the entire facility described generally in Exhibit A-1 and Exhibit A-2 up to its interconnection with the Shared Facilities, which shall be located at the disconnect switch at the high side breaker of the generator step-up transformer of the Substation. The DECo Facility does not include the Shared Facilities.

DECo Facility Layout. The planned WTG, Collection System and Substation layout for the DECo Facility as provided by IWDM and as set forth in Exhibit D-5.

DECo Facility Site. All those parcels of land in Gratiot County, Michigan, that are subject to the DECo Facility Site Agreements on which the DECo Project will be located as more particularly described in Exhibit D-1.

DECo Facility Site Agreements. All leases, agreements, easements, licenses, private right-of-ways, and utility and railroad crossing rights and other rights in or to real property (such as leasehold or other rights to use or access the DECo Facility Site) obtained or maintained in connection with the DECo Project, the construction of the DECo Facility on the DECo Facility Site, the performance of the Work or operation of the DECo Facility. The DECo Facility Site Agreements are substantially in the form of Exhibit D-2, but individual DECo Facility Site Agreements may contain some deviations from the general form. All such deviations are identified in Exhibit D-3.

DECo Indemnified Party. As defined in Section 15.1.1.

DECo Permits. As defined in Section 3.2.4.

DECo Project. Collectively, (i) the DECo Facility, (ii) the DECo Facility Site Agreements, any other rights to the DECo Facility Site and any other property rights secured for the construction, ownership and/or operation and maintenance of the DECo Facility, (iii) any contractual rights or authorizations necessary for the production, delivery and sale of electrical power and/or renewable energy credits or other environmental attributes generated by the WTGs (other than those rights under the Shared Facilities Agreement which rights shall be governed by the Shared Facilities Agreement), and (iv) all contractual rights and applicable Permits necessary

or appropriate for the construction, ownership and/or operation and maintenance of the WTGs, except the DECo Permits for which DECo has specifically assumed the responsibility to secure under this Agreement.

DECo Project Closing. As defined in Section 9.3.

DECo Project Closing Date. The date on which the DECo Project Closing occurs.

DECo Representative. The individual designated by DECo pursuant to Section 3.2.2, who shall have the responsibility and authority specifically delegated to such individual by DECo and made known in writing to IWDM.

Defect or Deficiency. A failure of the Work to comply with the requirements of this Agreement.

Demand. As defined in Section 22.2(b).

Demanding Party. As defined in Section 22.2(b).

Design Documents. As defined in Section 5.1.

Dollar or $. United States currency.

Effective Date. As defined in Section 4.1.

Environmental Condition. Any event, circumstance or condition, whether discovered or undiscovered, related in any manner whatsoever to: (i) the past, continuing, or current presence, Release or threatened Release of any Hazardous Material into the environment or any building, structure, or workplace, in violation of, or in amounts that require reporting to any Governmental Authority pursuant to, any Environmental Law; (ii) the presence of any Hazardous Material on or under the DECo Facility Site, or any building or structure thereon, which presence either: (A) is not in compliance with any Environmental Law; or (B) causes a Party to be subject to any liability or any obligation to investigate, remediate, or remove such Hazardous Material under any Environmental Law; (iii) the past, continuing, or current Release, threatened Release, transportation, arrangement for transportation, treatment, storage, or disposal of any Hazardous Material originating on or from the DECo Facility Site to or at any off-site location; (iv) the placement of structures or materials into waters of the United States; (v) the presence of asbestos; or (vi) any violation by a Party or any of its Affiliates of any Environmental Law.

Environmental Law. Any environmental or health and safety-related law, regulation, rule, ordinance, guidance document, or by-law of any Governmental Authority whether existing as of the Contract Date or subsequently enacted.

Environmental Site Assessment. As defined in Section 2.6.1.

Equipment and Materials. All of the equipment, materials, machinery, apparatus, structures, supplies and other goods required by the terms of this Agreement to complete the Work and to be incorporated into the DECo Facility. Equipment and Materials shall not include any materials, apparatus or tools owned by IWDM or the CM Affiliate or any Subcontractor that are used to complete the Work but are not contemplated under this Agreement to become part of the Work.

Exhibit. As defined in Section 1.1.

FERC. The Federal Energy Regulatory Commission.

FERC Regulatory Filing. As defined in Section 3.3(a).

Final Completion. As defined in Section 8.8.

Final Completion Certificate. The certificate issued by IWDM pursuant to Section 8.9 certifying that Final Completion has occurred.

Final Lien Waiver. The waiver of liens and claims prepared by IWDM and the CM Affiliate and each Major Subcontractor (including the BOP Subcontractor), as applicable, substantially in the form set forth in Exhibit H-2 (in the case of a conditional lien waiver) or Exhibit H-3 (in the case of an unconditional lien waiver).

Financial Closing**.** The occurrence of all of the following events (which may occur over a period of time): (i) execution of the Financing Agreements by the parties thereto, (ii) all conditions precedent to the initial availability of funds under the Financing Agreements have been fulfilled or waived, and (iii) the first draw thereunder has been made by GCW.

Financing Agreements. The loan agreements, notes, indentures, securities, debt instruments, bonds, security agreements, swap agreements, letters of credit and other documents to be executed and delivered by GCW to the Financing Parties.

Financing Parties. Any Person or Persons providing debt financing to GCW to provide funds for the development, design, equipment supply for and construction of the Gratiot Wind Project (which, for financing purposes until the DECo Project Closing, will include the DECo Project) and any Person or Persons providing funds for refinancing or take-out of any such financing, including any indenture trustee representing such person or persons.

Force Majeure. As defined in Section 11.2.

Foundation Completion. As defined in Section 8.1.

Foundation Completion Certificate. The certificate issued by IWDM to DECo pursuant to Section 8.9 certifying that Foundation Completion has occurred.

GCW. As defined in the second recital of this Agreement.

Governmental Authority. Any national, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the performance of the Work, the DECo Facility or its operations (including the transmission of electricity from the DECo Facility), or the health, safety or environmental conditions of the DECo Facility or the DECo Facility Site or otherwise over the Parties.

Gratiot Wind Project. As defined in the first recital of this Agreement.

Grounding Grid. A grounding grid meeting the requirements set forth in the Scope of Work.

Guaranteed Final Completion Date. The date that is ninety (90) days after the DECo Project Closing Date (subject to extension for reclamation and re-vegetation obligations as provided in Section 9.4), as such date may be adjusted in accordance with this Agreement.

Guaranteed Project Substantial Completion Date. The date by which GCW is required to achieve Commercial Operation under and in accordance with the terms of the PPA; including, if applicable, the Capacity Cure Period (as defined in the PPA).

Hazardous Materials. Any hazardous or toxic substance or hazardous or toxic waste, contaminant, or pollutant as defined in or regulated by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 41 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. and any other applicable Environmental Laws.

Incomplete WTG. A WTG for which WTG Completion has not been achieved.

Infrastructure Completion. As defined in Section 8.3.

Infrastructure Completion Certificate. The certificate issued by IWDM to DECo pursuant to Section 8.9 certifying that Infrastructure Completion has occurred.

Infrastructure Facilities. As applicable, the Collection System, Grounding Grid, foundations, roads, and other civil works and plant facilities described in the Scope of Work.

Interconnection. The connecting of the Substation to the Transmission Utility's electrical transmission grid at the Interconnection Point as required to energize the DECo Facility electrical system for Collection System Completion and WTG Completion.

Interconnection Facilities. The facilities that are required to be constructed by or on behalf of the Transmission Utility to allow the DECo Facility to interconnect with the Transmission Utility's transmission line.

Interconnection Point. The dead end structure inside the Transmission Utility's 138 kV tap point, as shown on the one line diagram in Exhibit I.

IWDM. As defined in the preamble of this Agreement.

IWDM Conditions Precedent. As defined in Section 4.2.1.

IWDM Event of Default. As defined in Section 16.1.1.

IWDM Indemnified Party. As defined in Section 15.2.

IWDM Permits. As defined in Section 2.10.

Major Component. The following components of a WTG: the converter, low voltage distribution panel, Tower, Turbine Nacelle (main shaft, gear box, generator), the hub and the Turbine Blades.

Major Subcontract. Any agreement(s) with a Subcontractor for the performance of services at the DECo Facility Site having an aggregate value in excess of Five Hundred Thousand Dollars ($500,000).

Major Subcontractor. Any Subcontractor with whom IWDM or the CM Affiliate or the BOP Subcontractor will enter (or has entered) into a Major Subcontract.

MPSC. Michigan Public Service Commission.

O&M Manual. The system instructions and procedures for the operation and maintenance of the WTGs provided by the Turbine Supplier pursuant to the Turbine Contract.

Operator. The Person engaged by DECo to operate and maintain the DECo Facility after the transfer of the DECo Project to DECo pursuant to this Agreement**.**

Option. As defined in the third recital of this Agreement.

Option Exercise Date. As defined in the fourth recital of this Agreement.

Option Exercise Notice. The notice from DECo to GCW by which DECo exercises the Option pursuant to the PPA.

Partial Lien Waiver. The waiver of liens and claims prepared by IWDM and the CM Affiliate and each Major Subcontractor (including the BOP Subcontractor), as applicable, substantially in the form set forth in Exhibit H-1.

Party. DECo or IWDM.

Parties. DECo and IWDM.

Permit. Any authorization, consent, approval, license, lease, ruling, permit, certification, exemption, variance, or registration by or with any Governmental Authority.

Person. Any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof, Governmental Authority, or any other entity or organization.

PPA. As defined in the second recital of this Agreement and attached hereto as Exhibit F.

Prime Rate. The interest rate published in *The Wall Street Journal* as the "prime rate" from time to time determined as of the date the obligation to pay interest arises.

Project Manager. The Project Manager designated by IWDM pursuant to Section 2.3.11.

Project Schedule. As defined in Section 6.1.

Project Substantial Completion. As defined in Section 8.6.

Project Substantial Completion Certificate. The certificate issued by IWDM pursuant to Section 8.9 certifying that Substantial Completion has occurred.

Project Substantial Completion Date. The date on which Project Substantial Completion has occurred, as determined in accordance with Section 8.9.

Prudent Engineering Practices. Those practices, methods, equipment, specifications and standards of safety and performance, as the same may change from time to time, as are commonly used by professional construction and engineering firms in the United States performing engineering, procurement and construction services on wind energy facilities of the type and size, and in the location, similar to the DECo Facility which, in the exercise of reasonable judgment and in light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with the engineering, construction and use of wind energy generating and operating equipment and other electrical equipment, facilities and improvements, with commensurate standards of safety, efficiency and economy, and as are in accordance with generally accepted national standards of professional care, skill, diligence and

competence applicable to engineering, construction and project management practices. Prudent Engineering Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of action reasonable under the circumstances.

Prudent Industry Practices. Those practices, methods, standards and acts (including those engaged in or approved by a significant portion of the wind power industry for similar facilities in the Midwest area of the United States) that at a particular time, in the exercise of good judgment, would have been expected to accomplish the desired result in a manner consistent with Applicable Laws, safety, environmental protection, economy and expedition. Prudent Industry Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of action reasonable under the circumstances.

Punch List. The list of items prepared by IWDM (and approved by DECo) in connection with the achievement of (i) Collection System Completion of each circuit, (ii) Infrastructure Completion, (iii) WTG Mechanical Completion of each WTG, (iv) WTG Completion of each WTG, and (v) Project Substantial Completion, as the case may be, identifying those incidental items of Work that remain to be completed, which shall consist only those items of Work (a) that do not preclude the DECo Facility or a system of the DECo Facility from operating or functioning as the DECo Facility or such system was designed and intended to operate, (b) the absence of which does not create any occupational hazard or hazard to the DECo Facility, and (c) the completion of which will not unreasonably interrupt or interfere with the commercial operation of the DECo Facility.

Punch List Holdback Amount. An amount equal to the sum of (i) F[redacted] and (ii) the amount allocated to Incomplete WTGs, if any, pursuant to Section 8.7.

Quality Assurance Plan. As defined in Section 7.4.

Release. Any release, spill, leak, discharge, abandonment, disposal, pumping, pouring, emitting, emptying, injecting, leaching, dumping, depositing, dispersing, allowing to escape or migrate into or through the environment (including ambient air, surface water, ground water, land surface and subsurface strata or within any building, structure, facility or fixture) of any Hazardous Material, including the abandonment or discarding of Hazardous Material in barrels, drums, or other containers.

Rules. As defined in Section 22.2(a).

SCADA Manual. The operations and procedures manual for the operation and maintenance of the SCADA System to be provided by the Turbine Supplier under the Turbine Contract.

SCADA System. The automated remote monitoring system, to be provided by the Turbine Supplier pursuant to the Turbine Contract.

Scope of Work. The document attached hereto as Exhibit A-2.

Shared Facilities. The Substation, Transmission Line, Shared Premises and Collection Facilities Easements (as such terms "Shared Premises" and "Collection Facilities Easements" are defined in the Shared Facilities Agreement).

Shared Facilities Agreement. The Agreement entered into or to be entered into by and among DECo, GCW and Gratiot County Wind II LLC, respecting the design, equipment supply for and construction of the Shared Facilities and the respective rights and obligations of the parties with respect to the Shared Facilities. A form of the Shared Facilities Agreement is attached hereto as Exhibit M.

Starting Date. As defined in Section 4.2.1.

Subcontractor. Any person, including any vendor, with whom IWDM or the CM Affiliate has entered into any subcontract to perform any part of the Work, or to provide any Equipment and Materials on behalf of IWDM or the CM Affiliate (including any person at any tier with whom any Subcontractor has further contracted any part of the Work).

Substation. The foundations, underground and overhead electrical interconnection lines, step-up transformers, metering devices, switchgear, protective devices and control room, together with all other associated equipment and improvements, which are necessary to convert the 34.5 kV output voltage of the Collection System to the interconnection voltage of 138 kV with the Transmission Utility's transmission system and provide electrical protection for the Gratiot Wind Project and Transmission Utility's transmission line, all as described in the Shared Facilities Agreement. The Substation also includes the Substation Easements as such term is defined in the Shared Facilities Agreement.

Tax Advice Letter. As defined in Section 9.2(a).

Technical Specification. The document attached hereto as Exhibit A-1.

Tower. Each steel tubular tower component of a WTG, each of which shall have a hub height of approximately one hundred (100) meters in each case, measured from the base of such tower to the center of the WTG hub upon which a Turbine Nacelle shall be mounted, including all ladders, platforms, internal lighting, safety equipment and all parts and assemblies necessary for a complete turbine tower, all as further described in the Technical Specification.

Transmission Line. The 138 kV overhead transmission line, as more fully described in the Shared Facilities Agreement, that connects the Substation to the Interconnection

Point. The Transmission Line also includes the Transmission Line Easements as such term is defined in the Shared Facilities Agreement.

Transmission Utility. As defined in the first recital of this Agreement.

Turbine Blade. A turbine blade component of a WTG, the specifications for which are set forth in the Technical Specification.

Turbine Contract. The Contract for Sale of Wind Turbine Generators between the Turbine Supplier and IWDM or the CM Affiliate for the supply of WTGs for the DECo Facility.

Turbine Nacelle. The turbine nacelle component of a WTG as described in the Technical Specification.

Turbine Supplier. General Electric Company, a New York corporation.

Work. All design and engineering, procurement, construction, commissioning, supervision, and other services, and Equipment and Materials as set forth in this Agreement and, to the extent not expressly covered by the Technical Specification or other components of this Agreement, in accordance with Prudent Industry Practices necessary to provide a complete, fully functional and operational DECo Facility in accordance with the requirements of this Agreement.

WTG. The Wind Turbine Generator described in the Technical Specification.

WTG Commissioning. The start-up and commissioning activities of the WTGs to be conducted in accordance with the WTG Commissioning, Test and Inspection Procedures set forth in the Turbine Contract.

WTG Completion. As defined in Section 8.5.

WTG Completion Certificate. The certificate issued by IWDM pursuant to Section 8.9 certifying that WTG Completion has occurred.

WTG Mechanical Completion. As defined in Section 8.4.

WTG Mechanical Completion Certificate. The certificate issued by IWDM pursuant to Section 8.9 certifying that WTG Mechanical Completion has occurred.

ARTICLE II.

RESPONSIBILITIES OF IWDM

2.1. IWDM's Obligation to Provide DECo Project

IWDM shall fully perform or cause to be performed all the Work in accordance with this Agreement in order to provide DECo with the DECo Project.

2.2. Standards of Performance

IWDM, subject to the terms and conditions of this Agreement, shall be responsible for the performance and prosecution of the Work in accordance with (i) the specific standards set forth in this Agreement, (ii) any applicable IWDM Permits, (iii) any applicable DECo Permits to the extent the contents or requirements thereof have been made known to IWDM prior to the Contract Date (any requirements of DECo Permits disclosed after the Contract Date shall be treated as a Change of Law), and (iv) to the extent not specifically addressed by the Technical Specification or other provisions of this Agreement, applicable Prudent Engineering Practices and Prudent Industry Practices.

2.3. Provision of Materials, Supplies, Personnel and Services

Except as otherwise expressly set forth in this Agreement, IWDM shall provide or cause to be provided the Equipment and Materials, technical, professional and construction personnel and supervision, construction tools and equipment, and the services required, and shall be responsible for completing the Work in accordance with the terms of this Agreement. DECo acknowledges that IWDM intends that (i) all or substantially all of the Work shall be accomplished by the Turbine Supplier pursuant to the Turbine Contract and by the BOP Subcontractor pursuant to the BOP Subcontract, and (ii) construction management of the Work will be performed by the CM Affiliate. IWDM shall be responsible for the coordination and general management of the Work (including ensuring that the CM Affiliate performs its responsibilities as described in this Agreement). In furtherance of the foregoing, IWDM shall do, or cause the CM Affiliate to do, the following:

2.3.1 Handling of Equipment and Materials, Etc

Provide for the handling of Equipment and Materials and construction equipment, including, as necessary, inspection, expediting, shipping, unloading, receiving, and customs clearance and be responsible for all customs duties and similar charges payable in connection with the importation of Equipment and Materials into the United States.

2.3.2 Quality of Equipment and Materials, Etc

Ensure that all Equipment and Materials supplied shall be new (unless otherwise agreed by IWDM and DECo) and shall meet the requirements of the Technical Specification, the Scope of Work and all applicable Permits which have been identified and disclosed to IWDM prior to the Contract Date. References in the Scope of Work to Equipment and Materials, articles or patented processes by trade name, make or catalog number, shall be regarded as establishing a standard of quality expected by DECo. IWDM, the CM Affiliate and the BOP Subcontractor may use equipment, material, article, or process that is equal to that named in the Scope of Work, subject to the prior written approval of DECo.

2.3.3 Construction Means, Methods, Etc.

Be solely responsible for all construction means, methods, techniques, sequences, procedures, safety and security programs in connection with the performance of the Work.

2.3.4 Construction Utilities and Facilities at DECo Facility Site

Provide or cause to be provided all construction utilities required for the performance of the Work and provide, within the DECo Facility Site, temporary roads, office furniture, telephone facilities, secretarial services, drinking water and sanitary facilities to be used by IWDM, the CM Affiliate and/or Subcontractors in the performance of the Work. IWDM will also provide or cause to be provided, within the area established for IWDM's or the CM Affiliate's construction field office on or within reasonable proximity to the DECo Facility Site, one single-wide office trailer for use by DECo. The trailer will be provided with electric power and telephone service connections, and DECo personnel shall be entitled to use the sanitary facilities and drinking water facilities that are available for IWDM and CM Affiliate personnel. DECo shall be responsible for providing office furniture and equipment and any secretarial services it requires for its personnel.

2.3.5 Maintenance of DECo Facility Site

Keep the DECo Facility Site reasonably free from accumulation of waste materials, rubbish and other debris resulting from performance of the Work; and, reasonably promptly after the Project Substantial Completion Date, remove from those portions of the DECo Facility Site involved in the commercial operation of the DECo Facility, in conformity with Applicable Laws, all such waste materials, rubbish and other debris, as well as all tools, construction equipment, machinery and surplus material that would interfere in any material way with the commercial operation of the DECo Facility (specifically excluding materials, tools and construction equipment necessary to complete Punch List items); and before final departure from the DECo Facility Site after completion of the Punch List items, remove from the DECo Facility Site, in conformity with Applicable Laws, all remaining waste and rubbish generated during performance of Punch List work, and all remaining materials, tools and construction equipment of IWDM or the CM Affiliate and Subcontractors, and leave the DECo Facility Site in clean and usable condition.

2.3.6 DECo Facility Site Safety

Establish reasonable safety and security procedures, rules and regulations at the DECo Facility Site to prevent accidents and injuries, and cause its employees and Subcontractors to abide by such rules and regulations and all safety and security laws applicable at the DECo Facility Site. IWDM or the CM Affiliate shall erect and maintain or cause to be erected and maintained, as required by existing conditions and the progress of the Work, all safeguards for safety and security, including lights, barriers, fences and railings.

2.3.7 Operation and Maintenance Manuals

Submit to DECo not later than one hundred twenty (120) days prior to Project Substantial Completion (as indicated in the Project Schedule), the O&M Manual and the SCADA Manual. Four duplicate originals of the O&M Manual and the SCADA Manual shall be provided to DECo. IWDM agrees to send or cause to be sent to DECo any updates to the O&M Manual issued by the Turbine Supplier in a timely manner until Project Substantial Completion.

2.3.8 Interconnection to the Transmission Utility's Transmission System

Coordinate with the Transmission Utility respecting the making of the Interconnection to the Transmission Utility's transmission system.

2.3.9 Commissioning Spare Parts

Provide all commissioning spare parts for commissioning operations.

2.3.10 Spare Parts Recommendations

Promptly after the Effective Date, make recommendations for the purchase of spare parts for maintenance and operation and keep possession of all spare parts purchased by DECo for such purpose until turned over to DECo in accordance with this Agreement. IWDM or the CM Affiliate shall be entitled to use spare parts from DECo's inventory in connection with WTG Commissioning or other commissioning activities for the DECo Facility, if DECo consents to such use and if such spare parts have been acquired and are available in inventory; and if such use occurs, IWDM shall promptly replace or cause to be replaced each spare part so used with an identical spare part.

2.3.11 IWDM's Representative

Designate, by written notice to DECo at or before commencement of the Work, a Project Manager who shall have full supervision over the completion of the Work and shall act as the primary point of contact with DECo regarding all matters relating to the Work, and who shall have full authority to bind IWDM.

2.4. Relevant Information; Assistance to DECo in Dealings with Governmental Authorities, Etc

IWDM shall provide or cause to be provided to DECo information reasonably requested by DECo to enable it to fulfill its obligations under this Agreement. This obligation shall include providing such assistance as is reasonably requested by DECo in dealing with any Governmental Authority in matters relating to the Work and the DECo Project.

2.5. Training

The Contract Price does not include the supply of the Turbine Supplier training for DECo's employees. IWDM or the CM Affiliate shall assist DECo in scheduling such training, which training shall be in accordance with the Turbine Supplier's standard training program.

2.6. Hazardous Materials.

2.6.1 Information Concerning Hazardous Materials

As required by Applicable Laws, IWDM or the CM Affiliate shall provide data sheets, warning labels, or other documentation covering all Hazardous Materials furnished under or otherwise associated with the Work. IWDM or the CM Affiliate shall provide to DECo either copies of the applicable data sheets or copies of a document certifying that no data sheets are required under any Applicable Laws prior to the commencement of such Work or at such time as any such substances enter the Site. Prior to the execution and delivery of the Assignment (Site Agreements), IWDM or the CM Affiliate shall provide to DECo Phase I environmental assessment reports prepared in accordance with ASTM Standard E-1527-00 indicating that no Environmental Conditions or recognized environmental conditions exist within the portions of the DECo Facility Site where, in accordance with the applicable DECO Facility Site Agreements, any WTGs or the Collection System (or portions thereof) may be located or construction work may be performed (the "Environmental Site Assessment").

2.6.2 Action Upon Encountering Hazardous Materials

If IWDM or the CM Affiliate encounters Hazardous Materials (or materials or substances which IWDM or the CM Affiliate reasonably believes to be Hazardous Materials) in or on the DECo Facility Site which would create a safety or health hazard for IWDM or the CM Affiliate, any Subcontractor or any employee, agent or representative of either Party or which would create a health hazard for the general public or the surrounding environment if disturbed in the performance of the Work or if moved from the location at which such Hazardous Material was encountered, IWDM or the CM Affiliate may suspend the performance of Work to the extent required to avoid any such safety or health hazard and until action sufficient to protect employees of DECo, IWDM, the CM Affiliate and Subcontractors has been taken. IWDM or the CM Affiliate shall notify DECo promptly upon encountering any Hazardous Materials (or

materials or substances which IWDM or the CM Affiliate believes to be Hazardous Materials) in or on the DECo Facility Site. Except for (i) Hazardous Materials that have been brought onto the DECo Facility Site by DECo or its employees, agents or contractors (other than IWDM or GCW), invitees or others for whom DECo may be responsible, and (ii) Releases of Hazardous Materials caused by the negligence or willful misconduct of any such Persons that create or constitute an Environmental Condition, IWDM or the CM Affiliate or their Subcontractors shall be responsible for remediating or removing and disposing of from the DECo Facility Site in accordance with and as may be required by Applicable Law all Hazardous Materials present on the DECo Facility Site at the time of Final Completion.

2.7. Employment of Licensed Personnel

Whenever required by Applicable Law or Prudent Engineering Practices, IWDM or the CM Affiliate agrees to employ licensed personnel to perform engineering, design, architectural or other professional services in the performance of the Work. It is contemplated that IWDM or the CM Affiliate shall comply with this obligation through the engagement of the BOP Subcontractor, which shall perform, using properly licensed professionals, all engineering and design Work requiring any such licensure.

2.8. Labor and Personnel

IWDM shall provide, or cause to be provided, all management services necessary for the Work and provide, or cause to be provided, all labor and personnel required to timely perform the Work, including management services and personnel. DECo shall be informed of all key personnel, including, but not limited to, the Project Manager, construction manager, engineering manager, and start-up manager and such persons shall not be removed or replaced without written notification to DECo.

2.9. Compliance with Applicable Laws

IWDM shall comply and shall cause the CM Affiliate and all Subcontractors, employees, agents and representatives to comply with all Applicable Laws in connection with the performance of IWDM's obligations under this Agreement.

2.10. IWDM Permits

IWDM shall obtain or cause to be obtained all Permits required for it or the CM Affiliate and its Subcontractors and their personnel to do business and to perform Work of the type contemplated herein, including those identified in Exhibit E as being IWDM's responsibility (collectively, "IWDM Permits").

2.11. Title Commitments; Assignment of DECo Facility Site Agreements

IWDM shall deliver or cause to be delivered to DECo, not later than thirty (30) days after the Starting Date, preliminary title commitments with respect to the DECo Facility Site reasonably satisfactory to DECo. IWDM shall also make available or cause to be made available to DECo for inspection, the DECo Facility Site Agreements. All easement rights under the DECo Facility Site Agreements are held by GCW. At the DECo Project Closing, concurrent with payment by DECo of the amount of the Contract Price due upon the DECO Project Closing as provided in Section 9.3, IWDM shall deliver or cause to be delivered to DECo an instrument of assignment, substantially in the form of Exhibit D-4 ("Assignment (DECo Facility Site Agreements)"), duly executed by GCW or its successor in interest, assigning to DECo all of GCW's or such successor's right, title and interest in, to and under the DECo Facility Site Agreements. DECo shall be responsible for payment of the title policy premiums and satisfaction of any other conditions precedent to the policy issuance.

ARTICLE III.

RESPONSIBILITIES OF DECO

3.1. DECo's General Obligation to Cooperate

DECo recognizes and acknowledges the duty to cooperate with IWDM and the CM Affiliate, and agrees not to unreasonably interfere with IWDM's or the CM Affiliate's agents, employees or Subcontractors during the performance of this Agreement.

3.2. DECo's Specific Obligations

Without prejudice to the other obligations of DECo set forth in this Agreement, DECo shall be responsible for the following matters and actions to be performed on a timely basis:

3.2.1 Access to DECo Facility Site

Following execution and delivery of the Assignment (DECo Facility Site Agreements), assure reasonable rights of ingress and egress to and from the DECo Facility Site for IWDM and the CM Affiliate and all Subcontractors sufficient for the performance of the Work (including completion of items on the Punch List).

3.2.2 DECo Representative

Designate by written notice to IWDM, a DECo Representative, who shall be authorized to act on behalf of DECo, with whom IWDM and the CM Affiliate may consult at all reasonable times, and whose written instructions, requests, and decisions will be binding upon DECo as to all matters pertaining to this Agreement and the performance of DECo hereunder. If the DECo Representative does not have authority to approve Change Orders, DECo shall deliver

a notice to IWDM identifying such persons within DECo's organization that do have such authority. DECo may, at any time by written notice to IWDM, change the DECo Representative or, if applicable, the persons designated as having authority to approve Change Orders.

3.2.3 Operating Personnel

Supply, or cause to be supplied by Operator, capable operating personnel for training, and commissioning and commercial operation following transfer of care, custody and control of the DECo Project or any operating portion thereof to DECo.

3.2.4 DECo Permits

Obtain all Permits necessary for DECo to perform its obligations hereunder, including its obligation to accept transfer of and pay for the DECo Project at the DECo Project Closing and including those identified in Exhibit E as being DECo's responsibility (collectively, "DECo Permits") and provide reasonable cooperation and assistance to IWDM and the CM Affiliate in obtaining IWDM Permits.

3.2.5 Payment Obligations to IWDM

Pay the Contract Price and all other sums required to be paid by DECo pursuant to and in accordance with the terms of this Agreement.

3.2.6 Compliance with Applicable Laws

Comply, and cause all of its employees, agents and representatives to comply, with all Applicable Laws in connection with the performance of its obligations under this Agreement.

3.2.7 Compliance with Site Rules and Regulations

Cause its personnel present on the DECo Facility Site to observe and comply with all health, safety, security, environmental and other regulations established by IWDM or the CM Affiliate or the BOP Subcontractor for the DECo Facility Site or for any location away from the DECo Facility Site where the field construction office for the DECo Project is established (and where DECo personnel may be present) that have been made known to DECo by delivery of a copy thereof to the DECo Representative.

3.3. FERC Regulatory Filing

(a) DECo shall have primary responsibility for the preparation and filing of the regulatory filing(s) to be made to FERC requesting approval under Section 203 (and Section 205, if necessary) of the Federal Power Act with respect to the transactions contemplated by this Agreement (the "FERC Regulatory Filing"). Upon the request of DECo, IWDM shall use its

commercially reasonable efforts to cooperate with DECo to prepare and file the FERC Regulatory Filing.

(b) DECo and IWDM shall use commercially reasonable efforts to file as soon as practicable after the Effective Date, but no sooner than one hundred twenty (120) days prior to the Commercial Operation Date, the FERC Regulatory Filing, and execute all agreements and documents, in each case, to obtain as promptly as practicable approval under Section 203 (and Section 205, if necessary) of the Federal Power Act as required for the transactions contemplated by this Agreement. DECo and IWDM shall act diligently, and shall coordinate in completing and submitting the FERC Regulatory Filing. DECo and IWDM shall each have the right to review and approve (which such approval shall not be unreasonably delayed or withheld) in advance all of the information relating to the transactions contemplated by this Agreement which appears in the FERC Regulatory Filing. DECo and IWDM agree that all telephonic calls and meetings with the FERC regarding the transactions contemplated by this Agreement shall be conducted by DECo and IWDM jointly.

(c) Nothing in this Agreement will require any Party to accept any condition to, limitation on, or other term concerning the grant of approval by any Governmental Authority if such condition, limitation, or other term, alone or in the aggregate with other such conditions, limitations, or other terms would (i) require the disposition by DECo of any material asset(s); (ii) have a material adverse effect on either Party or any of its Affiliates in its acquisition, ownership, use, operation, or disposition of any property other than the DECo Facility; or (iii) would materially change or impair the commercial expectation of DECo with respect to the sale or transmission of power from the DECo Facility.

3.4. MPSC Regulatory Filing

(a) Pursuant to Section 17.2 of the PPA, DECo shall submit this Agreement, the PPA and the Shared Facilities Agreement to the MPSC (in such submission this Agreement and the Shared Facilities Agreement shall have been attached unexecuted to a letter agreement) for approval consistent with the Clean, Renewable and Efficient Energy Act and any other applicable statutory requirements on or before August 13, 2010.

(b) If the MPSC fails to grant approval of this Agreement, the PPA and the Shared Facilities Agreement, and any relief set forth in the application requesting approval thereof, on or before October 15, 2010, then (x) any obligation of the Parties to execute and enter into this Agreement pursuant to the provisions of the above referenced letter agreement shall be nullified and of no force or effect, or (y) if this Agreement shall have been executed by the Parties, this Agreement shall terminate and cease to be of any force or effect.

(c) If the MPSC grants conditional approval of this Agreement, the PPA and/or the Shared Facilities Agreement on or before October 15, 2010, and the conditions of such approval are not reasonably acceptable to DECo, then if this Agreement shall have been executed by the Parties, DECo shall have the right to terminate this Agreement by notice to

IWDM delivered no later than thirty (30) days after issuance of such conditional approval. If no such notice is delivered, DECo shall be deemed to have waived its rights to terminate this Agreement pursuant to this Section 3.4(c) (but without affecting DECo's ability to cause this Agreement to be terminated pursuant to clause (vi) of Section 4.4 by refraining from exercising the Option on or before December 15, 2010 or pursuant to clause (v) of Section 4.4 by issuing written notification to IWDM of DECo's decision not to exercise the Option). Notwithstanding the foregoing, a failure by the MPSC to approve in all material respects each of this Agreement, the PPA, and the Shared Facilities Agreement, and any relief set forth in the application requesting approval thereof, on or before October 15, 2010 shall permit DECo to terminate this Agreement in accordance with this Section 3.4(c).

(d) DECo agrees to notify IWDM of any significant developments in obtaining the MPSC approval. IWDM shall exercise due diligence and shall act in good faith to cooperate with and assist DECo in acquiring each approval necessary to effectuate this Agreement.

ARTICLE IV.

COMMENCEMENT OF THE WORK; TERMINATION

4.1. Effective Date

This Agreement shall become effective upon the Option Exercise Date (the "Effective Date").

4.2. Starting Date.

4.2.1 Conditions to Starting Date

Neither IWDM nor the CM Affiliate shall have any obligation to commence the Work until (a) Financial Closing has occurred, (b) the Environmental Site Assessment has been obtained and a copy thereof delivered to DECo, and (c) any regulatory approval required for the PPA has been obtained (the first Business Day on which all such conditions are satisfied is herein referred to as the "Starting Date"). IWDM shall use and cause its Affiliates to use commercially reasonable efforts to satisfy the conditions specified in (a) and (b) (collectively, the "IWDM Conditions Precedent") as soon as reasonably practicable after the Effective Date, shall keep DECo reasonably informed as to the status of its and its Affiliates' efforts and shall notify DECo promptly when the IWDM Conditions Precedent have been satisfied. The foregoing is without prejudice to IWDM's obligations under Section 3.4 to cooperate with DECo in achieving satisfaction of the condition specified in (c) above.

4.2.2 DECo Cancellation Right

If, due to failure of IWDM to satisfy the IWDM Conditions Precedent, the Starting Date does not occur on or before April 15, 2011, DECo may cancel this Agreement by notice to IWDM , and thereupon neither Party shall have any liability to the other Party, except that the provisions of Section 17.1 regarding proprietary information shall remain in effect and survive such cancellation.

4.3. Commencement of Work

IWDM or the CM Affiliate shall commence the Work on the Starting Date and shall thereafter diligently pursue the Work in accordance with this Agreement. Notwithstanding the preceding sentence, IWDM or the CM Affiliate may, at its discretion and risk, commence the Work before the Starting Date. All Work performed prior to the Starting Date (including any Work performed prior to the Effective Date) shall, upon the Starting Date, be deemed to have been performed under this Agreement and shall be subject to the terms and conditions of this Agreement.

4.4. Termination; Survival of Provisions

This Agreement shall terminate upon the earliest of (i) the discharge of all obligations of both Parties under this Agreement by the complete performance thereof, (ii) a failure by the MPSC to grant its approval or acceptance of this Agreement in accordance with Section 3.4(b), (iii) the termination by DECo of this Agreement in accordance with Section 3.4(c), (iv) the termination by DECo of this Agreement in accordance with Section 4.2.2, (v) written notification by DECo to IWDM of DECo's decision not to exercise the Option, (vi) a failure by DECo to exercise the Option by December 15, 2010, (vii) the termination by DECo or IWDM of all the Work for an extended event of Force Majeure in accordance with Section 11.6, (viii) termination of the PPA for any reason other than an Event of Default (as defined in the PPA) by GCW or DECo; and (ix) termination pursuant to ARTICLE XVI. Termination of this Agreement (a) shall not relieve IWDM of its obligations with respect to the confidentiality of DECo's information as set forth in Section 17.1, or DECo of its obligations with respect to the confidentiality of IWDM's or its Affiliates' information as set forth in Section 17.1, (b) except in the case of termination pursuant to clauses (ii) through (vi) above, shall not relieve IWDM or DECo of any obligation hereunder which expressly or by implication survives termination hereof, including all indemnity obligations, and (c) except in the case of termination pursuant to clauses (ii) through (vi) above and except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party (including the provisions of ARTICLE XVI), shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by any breach of this Agreement of such Party prior to the effectiveness of such termination or arising out of such termination.

ARTICLE V.

DESIGN DOCUMENTS

5.1. Delivery of Design Documents

It is expressly understood and agreed that the design documents and other related design information and results of any supporting design calculations, all as set forth on Exhibit A-2 (the "Design Documents"), shall be furnished to DECo for review in order to monitor compliance with this Agreement. The delivery of the Design Documents (as to category, format and number of copies) shall be as specified in the Scope of Work and the timing of delivery shall be substantially as set forth in the Project Schedule.

5.2. DECo Review of Design Documents

DECo shall provide any comments on Design Documents to IWDM or the CM Affiliate within (i) six (6) days of receipt thereof or (ii) with respect to those Design Documents reasonably identified by IWDM or the CM Affiliate as requiring "Expedited Review", three (3) days of receipt thereof. If DECo fails to provide comments within the applicable review period, such Design Documents shall be deemed acceptable to DECo. IWDM or the CM Affiliate shall, within six (6) days of DECo's notification of any comments or queries on any drawing or document, cause the BOP Subcontractor to amend such drawing or document or otherwise respond to DECo's comments or queries, or as to Turbine Supplier's drawings and documents, obtain such amendment or response from Turbine Supplier and provide DECo with a copy of such amended drawing or document or response. DECo's review of any Design Documents shall not be construed as approval of the BOP Subcontractor's or Turbine Supplier's engineering nor shall DECo's failure to review be construed as disapproval. DECo shall notify IWDM as soon as practicable after it becomes aware of any errors in such Design Documents; provided, however, that failure to so notify IWDM will not constitute a breach of this Agreement by DECo nor relieve or release IWDM of any of its duties, obligations or liabilities under the terms of this Agreement.

ARTICLE VI.

PROJECT PLANNING AND CONTROL

6.1. Scheduling of the Work

IWDM or the CM Affiliate shall coordinate the schedules, work plans and progress reports of the Turbine Supplier and the BOP Subcontractor. IWDM or the CM Affiliate shall procure from the BOP Subcontractor and provide to DECo (i) an initial project schedule ("Project Schedule"), which will show the critical path of the Work and be consistent with the

Preliminary Project Schedule set forth in Exhibit G, within a reasonable time after mobilization for Work at the DECo Facility Site; and (ii) an update to such Project Schedule on a monthly basis as the Work progresses, including the incorporation of delay and acceleration analyses where appropriate. IWDM or the CM Affiliate shall use reasonable efforts to administer the Work substantially in accordance with the Project Schedule and to promptly notify DECo in writing at any time that IWDM or the CM Affiliate has reason to believe that there shall be a material deviation in the Project Schedule. Notwithstanding the foregoing, the only obligation of IWDM with respect to compliance with the Project Schedule shall be to cause Project Substantial Completion to occur on or before the Guaranteed Project Substantial Completion Date; provided, however, that IWDM or the CM Affiliate shall adhere, with respect to the DECo Facility, to the requirements of Section 10.2 of the PPA and the Project Milestone Schedule set forth in Exhibit 6 of the PPA in the same manner as such requirements and schedule apply to the Generating Facility (as defined in the PPA).

6.2. Progress Reports and Meetings

IWDM or the CM Affiliate and DECo shall conduct meetings at the DECo Facility Site according to a mutually agreed schedule throughout construction of the DECo Facility to thoroughly discuss the progress and status of construction. Such meetings shall be attended by IWDM's Project Manager (or his or her duly authorized representative) and the DECo Representative (or his or her duly authorized representative), and by such additional representatives of each Party as such Party may desire. Also, on a monthly basis, IWDM or the CM Affiliate shall provide DECo with a monthly progress report with respect to the Work ("Monthly Progress Report"), which shall be substantially in the form of and contain the information indicated in Exhibit K.

6.3. Observation at Engineering/Construction Meetings with Third Parties

In addition to attendance at the monthly progress meetings as set forth in Section 6.2, DECo, through its employees, agents, experts or representatives, shall have the right, at the expense of DECo:

(a) to observe or cause to be observed at the DECo Facility Site, subject at all times to IWDM's contractual obligations running in favor of third parties that would restrict DECo's right to observe or cause to be observed (provided that IWDM shall notify DECo in advance of such obligations and, if requested by DECo, IWDM shall undertake reasonable efforts to have such obligations waived), (i) the Work, (ii) the DECo Facility and DECo Facility Site, and (iii) Equipment and Materials; provided, however, that such observation shall not unreasonably interfere with the performance of the Work or otherwise with IWDM's performance of its obligations under this Agreement, and any Persons observing the Work shall abide by any and all safety rules and procedures applicable to the DECo Facility and the DECo Facility Site; and

(b) to attend any and all engineering and construction meetings between IWDM or the CM Affiliate and the BOP Subcontractor and/or the Turbine Supplier; provided, however, that (i) such attendance shall not unreasonably interfere with performance of the Work or otherwise with IWDM's performance of its obligations under this Agreement and shall not include observation of or attendance at discussions between IWDM or the CM Affiliate and such third parties involving commercial, contractual or pricing matters not affecting the quality or manner or schedule of performance of the Work, and (ii) DECo's representatives shall observe the safety and security regulations applicable to the location where the meetings occur. For purposes of this Section 6.3, IWDM shall give DECo reasonable advance notice of all material engineering and construction meetings in order to permit DECo to send a representative, if it so desires.

ARTICLE VII.

INSPECTION AND CORRECTION OF WORK

7.1. Periodic Inspections

DECo and its agents and representatives shall have the right to inspect, at DECo's cost, the Work at the DECo Facility Site and, to the extent such right is given to IWDM or the CM Affiliate under the Turbine Contract, at the Turbine Supplier's facilities, and IWDM or the CM Affiliate shall, at the request of DECo, arrange for any such inspection at reasonable times (normal business hours) and upon reasonable advance notice. DECo shall inform IWDM or the CM Affiliate promptly of any Defects or Deficiencies in the Work it discovers in any inspection of the Work; provided, however, that failure to so notify will not constitute a breach of this Agreement. Any inspection by DECo or any of its representatives of any part of the Work, or any failure to inspect, shall in no way affect IWDM's or the CM Affiliate's obligations to perform the Work in accordance with this Agreement. All such inspections shall be conducted in a manner that does not unreasonably interfere with the normal performance and progress of the Work. DECo shall have general access to the DECo Facility Site, provided that it observes all safety and security regulations established by IWDM or the CM Affiliate or the BOP Subcontractor for the DECo Facility Site.

7.2. Correction of Work

Prior to Project Substantial Completion, IWDM shall promptly correct or cause to be corrected, at no additional cost to DECo, any Defects or Deficiencies in any part of the Work, regardless of the stage of its completion or the time, place or means of discovery of such Defects and Deficiencies. After Project Substantial Completion, the provisions of ARTICLE XII shall apply.

7.3. Observance of Tests

DECo and its agents and representatives shall have the right to observe all tests of the DECo Facility and, to the extent such right is given to IWDM or the CM Affiliate under the Turbine Contract, tests of Major Components at Turbine Supplier's facilities. IWDM or the CM Affiliate shall give prior notice, as specified in the Scope of Work, to DECo of any DECo Facility tests at the DECo Facility Site and shall permit DECo (or its authorized representative) to observe such DECo Facility tests (including tests conducted by any Subcontractors).

7.4. Quality Assurance

IWDM shall deliver or cause to be delivered to DECo at least thirty (30) days prior to commencement of Work at the DECo Facility Site, a quality assurance plan ("Quality Assurance Plan") that will govern the components of the BOP, which plan shall be in all material respects reasonably in accordance with Prudent Engineering Practices**.**

ARTICLE VIII.

COMPLETION OF THE WORK

8.1. Foundation Completion

IWDM shall achieve, or cause to be achieved, Foundation Completion with respect to each individual WTG foundation and associated Infrastructure Facilities in accordance with the requirements of this Agreement. "Foundation Completion," with respect to an individual Foundation, shall occur when the following requirements are met:

(a) such foundation is mechanically completed and installed in accordance with this Agreement;

(b) such foundation is structurally complete and contains all necessary embedded inserts;

(c) the concrete portion of such foundation has cured so as to have achieved the minimum strength necessary to allow assembly, erection and installation of the WTG thereon;

(d) backfilling of the area surrounding such foundation has been completed;

(e) IWDM or the CM Affiliate has documented any changes to each foundation and the Infrastructure Facilities (both above-and below-ground in the immediately surrounding area); and

(f) DECo has accepted or is deemed to have accepted a Foundation Completion Certificate with respect to such Work pursuant to Section 8.9.

8.2. Collection System Completion

IWDM shall achieve, or cause to be achieved, Collection System Completion with respect to each individual Collection System circuit and associated WTGs' electrical works in accordance with the requirements of this Agreement. "Collection System Completion," with respect to each Collection System circuit, shall have occurred when the following requirements are met, except with regard to Punch List items:

(a) the padmount transformers and padmount transformer foundations have been completed;

(b) all of the electrical works necessary to achieve connection of such padmount transformers to the Substation in accordance with this Agreement have been installed, insulated, protected and tested;

(c) the Fiber Optic Cable has been installed and tested and meets the Turbine Supplier's specifications;

(d) all of the electrical works including the installation of all power cable and grounding necessary to energize the WTGs on the circuit are completed in accordance with the requirements of this Agreement;

(e) all materials and equipment associated with such electrical works have been installed in accordance with the requirements of this Agreement and checked for adjustment;

(f) such electrical works necessary to achieve connection of such WTGs to Transmission Utility's electricity transmission system (excluding the SCADA System), are either (i) energized, or (ii) immediately capable of being energized upon provision of the Interconnection Facilities by the Transmission Utility;

(g) all of such electrical works have been properly constructed, installed, insulated and protected where required for such operation, correctly adjusted, tested and commissioned, are mechanically, electrically and structurally sound in accordance with the requirements of this Agreement, and can be used safely in accordance with this Agreement, Applicable Laws, Prudent Engineering Practices and Prudent Industry Practices;

(h) IWDM or the CM Affiliate has prepared and submitted, and DECo has approved, the list of Punch List items with respect to such individual circuit; and

(i) DECo has accepted or is deemed to have accepted a Collection System Completion Certificate with respect to such Work pursuant to Section 8.9.

8.3. Infrastructure Completion

Completion of the Infrastructure Facilities ("Infrastructure Completion") shall be deemed to have occurred when the following have been completed (or waived in writing by DECo) in accordance with the Scope of Work and all other requirements of this Agreement, except with regard to Punch List items:

(a) the DECo Facility Site roads have been constructed or improved and maintained in accordance with the specifications of this Agreement excluding reclamation work;

(b) Foundation Completion has been achieved for all WTG foundations;

(c) Collection System Completion has been achieved for all Collection System circuits (does not include the SCADA System);

(d) the Grounding Grid has been installed and tested and meets the Turbine Supplier's specifications;

(e) all equipment and components have been installed in accordance with the manufacturer's installation specifications;

(f) all systems and equipment are mechanically sound and all systems and equipment other than the WTGs are electrically sound and have been tested and may be operated without damage to the DECo Facility or other property and without injury to any person;

(g) all other items necessary to complete the Work relating to the Infrastructure Facilities have been completed in accordance with this Agreement;

(h) IWDM or the CM Affiliate has prepared and submitted, and DECo has approved, the final, updated Punch List with respect to all Work relating to the Infrastructure Facilities; and

(i) DECo has accepted or is deemed to have accepted an Infrastructure Completion Certificate with respect to such Work pursuant to Section 8.9.

8.4. WTG Mechanical Completion

IWDM shall achieve, or cause to be achieved, WTG Mechanical Completion of each individual WTG. "WTG Mechanical Completion", with respect to an individual WTG, shall occur when the following requirements are met:

(a) except for Punch List items, such WTG is assembled, erected and installed so as to be completed in accordance with the Technical Specification, the Mechanical Completion Checklist set forth in the Turbine Contract, and the other requirements of this Agreement;

(b) except for Punch List items, all materials and equipment associated with such WTG have been installed in accordance with the Technical Specification, the Mechanical Completion Checklist set forth in the Turbine Contract, applicable procedures of the Quality Assurance Plan, and the other requirements of this Agreement, and checked for adjustment, rotation and lubrication;

(c) IWDM or the CM Affiliate has prepared and submitted, and DECo has approved, a Punch List with respect to such WTG;

(d) the WTG is ready to commence WTG Commissioning; and

(e) DECo has accepted or is deemed to have accepted a WTG Mechanical Completion Certificate with respect to such WTG pursuant to Section 8.9.

8.5. WTG Completion

IWDM shall achieve, or cause to be achieved, WTG Completion with respect to each WTG in accordance with the requirements of this Agreement. "WTG Completion" with respect to each WTG shall occur when the following requirements are met:

(a) WTG Mechanical Completion with respect to such WTG has occurred in accordance with Section 8.4;

(b) WTG Commissioning has been conducted and the WTG has met the requirements set forth in the Commissioning Test and Inspection Procedures set forth in the Turbine Contract;

(c) all items of the Work necessary to achieve connection of such WTG to the Substation have been completed;

(d) all equipment and materials associated with such WTG have been properly assembled, erected, installed, adjusted, tested and commissioned, are mechanically, electrically and structurally complete and sound in accordance with the requirements of this Agreement, and can be used safely and operated continuously in accordance with this Agreement, Applicable Laws and Prudent Industry Practices;

(e) such electrical works necessary to achieve connection of each WTG to Transmission Utility's electric transmission system (including the SCADA system) have been energized and Interconnection has occurred;

(f) IWDM or the CM Affiliate has prepared and submitted, and DECo has approved, a Punch List with respect to such WTG; and

(g) DECo has accepted or is deemed to have accepted a WTG Completion Certificate with respect to such WTG pursuant to Section 8.9.

8.6. Project Substantial Completion

IWDM shall achieve, or cause to be achieved, Project Substantial Completion in accordance with the requirements of this Agreement. "Project Substantial Completion" shall have occurred when the following requirements are met:

(a) WTG Completion in accordance with Section 8.5 has occurred with respect to at least ninety percent (90%) of the WTGs, with WTG Completion for all remaining WTGs being delayed solely by matters that are covered by the warranty of the Turbine Supplier under the Turbine Contract;

(b) IWDM or the CM Affiliate has completed all of the Work for all of the Infrastructure Facilities excluding Punch List items, and has delivered to DECo copies of all test reports and electrical schematics related to the DECo Facility;

(c) IWDM or the CM Affiliate has prepared and submitted to DECo, and DECo has approved, the final and complete Punch List (or any dispute with respect thereto has been resolved in accordance with the third party dispute resolution provision in Section 8.7);

(d) IWDM or the CM Affiliate has delivered copies of the O&M Manual and SCADA Manual in accordance with Section 2.3.7;

(e) Commercial Operation has occurred in accordance with the provisions of the PPA;

(f) the Commercial Operation Date has passed in accordance with the provisions of the PPA; and

(g) DECo has accepted or is deemed to have accepted a Project Substantial Completion Certificate pursuant to Section 8.9.

8.7. Completion of Punch List Items

IWDM or the CM Affiliate shall give DECo written notice at least ten (10) Business Days prior to declaring that the conditions for Project Substantial Completion have been satisfied and shall provide on such date a proposed final Punch List. DECo shall be entitled to verify and, if necessary, correct or add to, the final Punch List provided by IWDM or the CM Affiliate. Notwithstanding achievement of Project Substantial Completion, IWDM shall remain obligated to complete, or cause to be completed, all Work identified on the Punch List in accordance with this Agreement. Any items that are in the nature of a warranty claim under the Turbine Contract shall not be treated as a Punch List item, except with respect to the Incomplete WTGs, if any, that have not achieved WTG Completion at the time of Project Substantial Completion (as contemplated by Section 8.6(a)). For each such Incomplete WTG, (i) the achievement of WTG Completion for such Incomplete WTG shall be included as a Punch List

item, and (ii) an amount equal to [redacted] shall be included in the Punch List Holdback Amount and allocated to such item. Any dispute respecting whether any item of Work properly belongs on the final Punch List (including with respect to whether any WTG is an Incomplete WTG) that is not resolved by the Parties within ten (10) Business Days after IWDM's submission of the final Punch List to DECo shall be finally resolved by R.W. Beck, Inc., a Washington corporation**,** or such other Person as the Financing Parties may have appointed to act as their engineering consultant in connection with the financing of the Gratiot Wind Project. Any disputes as to whether any item on the final Punch List has been properly completed in accordance with the requirements of this Agreement that is not resolved within ten (10) Business Days after submission of IWDM's Final Completion Certificate (or its earlier submission of its invoice for the balance of the Punch List Holdback Amount other than the portion thereof, if any, allocated to Incomplete WTGs pursuant to this Section 8.7) shall likewise be finally resolved by such engineering expert.

8.8. Final Completion

Provided that the DECo Project Closing has occurred, IWDM shall cause Final Completion to occur. "Final Completion" shall occur when the following requirements are met:

(a) DECo has received a compete set of drawings, including mechanical, civil and electrical drawings, showing the "as built" condition all Infrastructure Facilities and Electrical Works;

(b) all supplies, personnel and waste of IWDM, the CM Affiliate and Subcontractors have been removed from the DECo Facility Site;

(c) all Punch List items have been corrected or performed to comply with the requirements of this Agreement; and

(d) DECo has accepted or is deemed to have accepted a Final Completion Certificate pursuant to Section 8.9.

8.9. Achievement of Completion Milestones

When IWDM believes that a Completion Milestone has been achieved, it shall deliver to DECo a corresponding Completion Certificate. Such Completion Certificate shall include the results of all testing relevant to achievement of such Completion Milestone and otherwise contain sufficient detail to enable DECo to determine that the relevant Completion Milestone has been achieved.

DECo shall, within three (3) Business Days following receipt of a Foundation Completion Certificate or a WTG Mechanical Completion Certificate, ten (10) Business Days following receipt of a Final Completion Certificate, and five (5) Business Days following receipt of a Completion Certificate for any other Completion Milestone, either (a) deliver to IWDM a

countersigned Completion Certificate, indicating its acceptance of the achievement of such Completion Milestone, or (b) if reasonable cause exists for doing so, notify IWDM in writing that such Completion Milestone has not been achieved, stating in detail the reasons therefor. If DECo fails to notify IWDM of its acceptance or rejection of any of Completion Certificate within the relevant time frame set forth in this paragraph, such Completion Certificate shall be deemed accepted by DECo.

It is understood and agreed that acceptance or deemed acceptance of Completion Certificates other than the Project Substantial Completion Certificate and the Final Completion Certificate is solely for the purpose of (i) confirming that DECo agrees (or doesn't disagree) that the DECo Project has achieved a stage of completion in conformance with the Agreement's requirements (but without prejudice to IWDM's obligation hereunder to deliver to DECo, as a condition for Project Substantial Completion, the DECO Project in conformance with the Agreement's requirements) and (ii) affording the Parties the opportunity to identify and resolve any issues regarding conformance prior to Project Substantial Completion. Notwithstanding any disputes with regard to achievement of Completion Milestones prior to Project Substantial Completion, IWDM and the CM Affiliate may continue to prosecute completion of the Work substantially in accordance with the Project Schedule.

If IWDM disputes any rejection by DECo of the Project Substantial Completion Certificate or the Final Completion Certificate submitted in accordance with this Section 8.9, IWDM may either proceed with further Work as requested by DECo under protest, reserving the right to submit a claim for the additional Work requested by DECo, or pursue the dispute resolution provisions of ARTICLE XXII; provided, however, that if the dispute relates to Punch List items, such dispute shall be resolved in accordance with Section 8.7.

ARTICLE IX.

CONTRACT AMOUNT AND OTHER CHARGES

9.1. Contract Price

As consideration to IWDM for providing the DECo Project, DECo agrees to pay IWDM either (i) an amount equal to [redacted] if DECo elects in its Option Exercise Notice that the DECo Facility comprise thirty-seven WTGs (design capacity of 59.2 MW) or (ii) an amount equal to [redacted] if DECo elects in its Option Exercise Notice that the DECo Facility comprise fifty-six WTGs (design capacity of 89.6 MW) (whichever is applicable, the "Contract Price"). Except as provided in ARTICLE X, the Contract Price shall not be increased for any reason under this Agreement. The Contract Price is stated in Dollars and is not subject to adjustment for exchange rate fluctuations.

9.2. Taxes.

(a) The Contract Price does not include, and, subject to the penultimate sentence of this Section 9.2(a), DECo shall pay, as an additional amount above the Contract Price, either directly to the relevant Governmental Authority (and provide to IWDM proof of payment reasonably acceptable to IWDM) or to IWDM for payment to the relevant Governmental Authority the amount of: (i) any sales taxes or use taxes, or any other similar taxes imposed by Governmental Authorities on or with respect to the DECo Facility or any components of the Work, and (ii) any transfer taxes imposed by Governmental Authorities on or with respect to the transfer of the DECo Facility Site Agreements from IWDM to DECo that IWDM or, in the case of the sales taxes or use taxes under (i), GCW is required by Applicable Law to pay to any Governmental Authority. IWDM shall, as reasonably requested by DECo, cooperate with DECo in order to minimize taxes for which DECo is responsible hereunder. In no event shall the aggregate amount of sales taxes and use taxes payable by DECo pursuant to this Section 9.2(a) exceed [redacted] (less any sales and use taxes described in this sentence but paid by DECo pursuant to Section 6.1(c)(iv) of the Shared Facilities Agreement) imposed on assets identified as "subject to tax" in the Technical Advice Letter, dated December 11, 2009, a copy of which is attached hereto as Exhibit N-1 (the "Tax Advice Letter"). Any sales taxes or use taxes imposed on assets identified as "not subject to tax" in the Tax Advice Letter, and otherwise payable under this Section 9.2(a), shall be paid by DECo. A list providing the expected designation of equipment and plant systems that are part of the DECo Facility or components of the Work either as generation or distribution assets for purposes of determining the State of Michigan Department of Revenue Industrial Manufacturing Equipment Exemption is attached hereto as Exhibit N-2.

(b) In the event a claim shall be made in writing by a state taxing authority, which, if successful, would result in DECo paying tax imposed on assets identified as "not subject to tax" in the Tax Advice Letter pursuant to Section 9.2(a), IWDM agrees to notify DECo in writing of such claim and shall not make payment (and, if applicable, shall cause GCW to refrain from making payment) of the tax claimed for at least thirty (30) days after the giving of such notice. If DECo desires that IWDM (and/or, if applicable, GCW) contest such claim, DECo shall within thirty (30) days after notice by IWDM to DECo of such claim (i) request that such claim be contested, and (ii) agree to pay IWDM (and/or, if applicable GCW) on demand all costs and expenses (included reasonable attorneys' and accountants' fees and disbursements) incurred by IWDM (and/or, if applicable, GCW) to contest such claim. Upon DECo furnishing such items, IWDM (and/or, if applicable, GCW) shall take all reasonable legal or other action requested by DECo to contest such claim, including accepting DECo's choice of counsel and the administrative or judicial forum in which to proceed. IWDM (and/or, if applicable, GCW) shall not be required to appeal any decision beyond the first appellate level.

(c) Each Party shall reasonably cooperate with the other by providing requested information and, where appropriate, certification relating to any tax matter including

filings made with a state tax agency with respect to the intended classification of this transaction as being exempt from the payment of any sales tax.

9.3. DECo Project Closing

A closing shall be held beginning at 9:00 a.m. Eastern Time (or such other time as the Parties may agree) on the date designated by IWDM pursuant to the next paragraph, at which title to the DECo Project will be transferred to DECo, IWDM or its Affiliates shall deliver or cause to be delivered to DECo the documents listed below, and DECo shall pay to IWDM the Contract Price (plus any taxes payable by DECo in accordance with Section 9.2), less the Punch List Holdback Amount (the "DECo Project Closing"); provided, however, that:

(a) in no event shall the DECo Project Closing occur prior to the date on which DECo's acceptance or deemed acceptance of the Project Substantial Completion Certificate has occurred; and

(b) notwithstanding achievement of Project Substantial Completion of the DECo Facility in accordance with this Agreement, DECo shall have no obligation to accept transfer of the DECo Project and make the payment in conjunction therewith as contemplated by this ARTICLE IX unless and until (i) the Shared Facilities have been constructed, the Parties have executed the Shared Facilities Agreement, and all conditions precedent to the delivery of the Shared Facilities (except for those described in Article 3 of the Shared Facilities Agreement, which shall be delivered after the DECo Project Closing in accordance with the terms set forth therein) in accordance with the terms of the Shared Facilities Agreement have occurred other than payment by DECo of any amounts due thereunder, (ii) the FERC Regulatory Filing has, subject to Section 3.3(c), been approved by the FERC, and (iii) the MPSC has unconditionally approved this Agreement and the Shared Facilities Agreement.

IWDM shall give DECo at least five (5) Business Days' advance notice of the Business Day on which the DECo Project Closing shall take place, provided that such Business Day shall be not earlier than the Project Substantial Completion Date.

The documents to be delivered to DECo at or prior to the DECo Project Closing are the following:

(1) the Shared Facilities Agreement;

(2) the Assignment (DECo Facility Site Agreements);

(3) an assignment of the warranties of the Turbine Supplier and BOP Subcontractor;

(4) Final (Unconditional) Lien Waiver from each Major Subcontractor to whom final payment has been made;

(5) Final (Conditional) Lien Waiver from each Major Subcontractor to whom final payment will be made out of the proceeds of DECo's payment to IWDM;

(6) Partial Lien Waiver (Conditional) from IWDM, the CM Affiliate and from each Major Subcontractor other than those described in (4) and (5) above;

(7) an instrument evidencing release of all security interests held by the Financing Parties with respect to the DECo Project and the DECo Facility Site;

(8) Bill of Sale for the DECo Project and associated documentation; and

(9) a copy (which may be expurgated to remove pricing information) of the Turbine Contract and BOP Subcontract as executed by the parties thereto.

If IWDM or the CM Affiliate is unable to provide one or more of the items listed in (4), (5), or (6) above, it may provide in lieu thereof a bond or other security reasonably satisfactory to protect the interest of DECo against liens asserted against the DECo Facility or the DECo Facility Site.

Documents delivered at the DECo Project Closing shall be deemed to be delivered into and shall be held in escrow until the Parties agree that all the conditions to be satisfied for the DECo Project Closing have been met or waived (in writing) and all actions to be taken (including the wire transfer of the funds to be paid to IWDM at the DECo Project Closing in accordance with payment instructions provided by IWDM) have been duly taken.

9.4. Payment of Punch List Holdback Amount.

(a) DECo shall pay the Punch List Holdback Amount against IWDM's invoice submitted upon Final Completion. If any item on the Punch List is not completed by the Guaranteed Final Completion Date, DECo may notify IWDM that, in lieu of requiring completion of such item, DECo elects to retain out of the Punch List Holdback Amount an amount equal to the reasonable cost of performing or correcting such item in the final Punch List (as reasonably agreed by IWDM and subject to any dispute being resolved in accordance with Section 8.7), in which case completion of such item as a condition for Final Completion shall be waived and DECo shall pay the balance of the Punch List Holdback Amount, less the amount retained as aforesaid, to IWDM against IWDM's invoice itemizing and incorporating such deduction. If IWDM has completed or caused to be completed all Punch List items except for reclamation or re-vegetation obligations under this Agreement, and performance of such reclamation or re-vegetation obligations must be deferred due to seasonal factors, DECo shall retain from the Punch List Holdback Amount the reasonable cost (as mutually agreed by the Parties) to complete those obligations (as aforesaid), and shall pay the balance of the Punch List Holdback Amount to IWDM against its invoice itemizing and incorporating the deduction for the amount to be retained. The retained amount shall be paid to IWDM against its invoice upon completion of the reclamation or re-vegetation obligations, which must occur within six (6)

months after submission of IWDM's invoice pursuant to the preceding sentence. If the obligations have not been completed within such time, DECo may elect, by notice to IWDM, to complete such obligations itself or engage another contractor to do so, and apply the retained amount to the cost of doing so, without accounting to IWDM for any funds that may remain after such application. Invoices submitted under this Section 9.4 shall be paid within thirty (30) days after submission. DECo's obligation to pay the Punch List Holdback Amount in accordance with this Section 9.4 shall be secured by an escrow arrangement or other form of security reasonably acceptable to IWDM. The foregoing provisions of this Section 9.4(a) shall not apply to Incomplete WTGs included on the Punch List, but rather the provisions of Section 9.4(b) shall apply to such Incomplete WTGs.

(b) With respect to Incomplete WTGs included on the Punch List, there shall be no time limit on when WTG Completion for such Incomplete WTGs must be achieved, but payment of the portion of the Punch List Holdback Amount allocated to an Incomplete WTG shall be paid to IWDM only when WTG Completion of such Incomplete WTG has been achieved. When WTG Completion of an Incomplete WTG is achieved, whether before or after the Guaranteed Final Completion Date, IWDM shall be entitled to invoice for the amount allocated to such Incomplete WTG pursuant to Section 8.7, and payment of such invoice shall be made within ten (10) days after submission of the invoice. Each such invoice shall be accompanied by a Partial Lien Waiver with respect to the amount invoiced, unless it is the final invoice, in which case a Final Lien Waiver (Conditional) shall be provided in accordance with Section 9.4(c) below.

(c) IWDM's final invoice shall be accompanied by a Final (Conditional) Lien Waiver from IWDM, the CM Affiliate and each Major Subcontractor other than those who furnished Final Lien Waivers pursuant to Sections 9.3(b)(4) or 9.3(b)(5). If reclamation or re-vegetation Work has been deferred due to seasonal factors as provided in Section 9.4(a) above, or WTG Completion for all Incomplete WTGs on the Punch List has not been achieved at the time IWDM seeks payment of the balance of the Punch List Holdback Amount as provided in Section 9.4(a) above, the invoice for the balance of the Punch List Holdback Amount shall treated in the same manner as provided in Section 9.3 for the payment due upon the DECo Project Closing insofar as the requirements for submission of Partial Lien Waivers and Final Lien Waivers are concerned, and the final invoice for the reclamation or re-vegetation Work or, if later, for achievement of WTG Completion for the last Incomplete WTG will be accompanied by the Final (Conditional) Lien Waiver from IWDM, the CM Affiliate and any Major Subcontractor who performed the reclamation or re-vegetation Work. If IWDM or the CM Affiliate is unable to provide one or more of the Final Lien Waivers as required above, it may provide in lieu thereof a bond or other security reasonably satisfactory to protect the interest of DECo against liens asserted against the DECo Facility or the DECo Facility Site.

9.5. Disputed Invoices

If there is any dispute about any amount invoiced by IWDM, pursuant to Section 9.4, the amount not in dispute shall be promptly paid and any disputed amount that is

ultimately determined to have been payable shall be paid, with interest calculated, as provided in Section 9.6.

9.6. Interest

Any amount owed to either Party beyond the date that such amount first becomes due and payable under this Agreement shall accrue interest from the date that it first became due and payable until the date that it is paid at the lesser of (a) the Prime Rate plus two percent (2%) and (b) the maximum rate permitted by Applicable Law.

9.7. Effect of Payment

Payment of the Contract Price shall not constitute DECo's approval of any portion of the DECo Facility or the Work which has been determined not to be, or subsequently is determined not to have been, performed in accordance with the requirements of this Agreement.

9.8. Payment Dates

Notwithstanding anything to the contrary in this ARTICLE IX, in the event that a payment to be made under this Agreement falls due on any day that is not a Business Day, the payment shall be deemed due on the first Business Day thereafter.

9.9. Wire Transfer Instructions

Payments to IWDM shall be made in accordance with the payment instructions contained on the invoice of IWDM or otherwise conveyed to DECo by IWDM in writing at least five (5) Business Days prior to the required payment date.

ARTICLE X.

CHANGE ORDERS

10.1. DECo Requested Change Orders

DECo recognizes and acknowledges that items to be provided by the Turbine Supplier, including equipment, documentation and services, are in accordance with the Turbine Supplier's standard scope of supply and are not capable of being changed by customer request. DECo furthermore agrees, subject to DECo specifying the size of the DECo Facility in the Option, that the size of the DECo Facility is fixed, and the number of WTGs to be provided cannot be changed. With respect to the BOP, DECo may request changes but only if they do not affect in any material respect the Scope of Work and can reasonably be implemented without material change to the Project Schedule (which is based on coordination of concurrent engineering, procurement and construction activities that IWDM will be conducting for a parallel

project on an adjacent site). Also, IWDM reserves the right to reject any change or changes that would, as reasonably estimated by IWDM, cost more than Five Hundred Thousand Dollars ($500,000) individually or One Million Dollars ($1,000,000) in the aggregate (whether as a group of concurrent changes or when taken together with all previous changes requested by DECo and agreed to by IWDM). IWDM's obligation to accept and perform any proposed change(s) is further subject to obtaining the consent of Financing Parties to such change(s) to the extent such consent is required under the Financing Agreements. IWDM shall use good faith efforts to obtain any such required consents. Subject to the foregoing, if DECo desires to make any change in the Work, DECo shall advise IWDM, and DECo and IWDM shall consult concerning whether the contemplated change is practicable and, if it is practicable, the estimated cost and impact on the Project Schedule (including Schedule Guarantees) and the Contract Price. Thereafter, DECo may request, and IWDM shall upon receipt of such request promptly prepare a detailed estimate of the cost of such change and impact on the Project Schedule, taking into account the effect of such change on the Work and other agreed upon and contemplated Change Orders. DECo shall review IWDM's estimate, and if DECo accepts or the Parties otherwise agree as to the adjustments to be made to this Agreement, IWDM shall submit a proposed Change Order setting forth such agreed adjustments, and such Change Order shall be endorsed by DECo. Thereafter, the Parties shall promptly implement the change in the Work and the adjustments to this Agreement contained in the Change Order. DECo may determine in its sole discretion not to undertake the change, in which case no Change Order shall issue, but DECo shall pay IWDM its Compensable Costs incurred in preparing the detailed estimate.

10.2. IWDM Requested Change Orders

IWDM shall be entitled to a Change Order in the event that, after the DECo Project Closing, any DECo Caused Delay or other acts or omissions of DECo (or acts or omissions of others acting at DECo's request or for whom DECo is responsible) cause an increase in IWDM's or the CM Affiliate's costs of performing the Punch List Work or has an impact on the schedule for completion of the Punch List Work. Promptly upon becoming aware that any of the foregoing will impact the cost of or schedule for performing the Punch List Work, IWDM shall give preliminary notice thereof to DECo and shall thereafter provide to DECo, as promptly as IWDM can obtain the same, information as to the impact on the cost and/or schedule for completing the Punch List Work. As soon as the requisite information has been obtained, IWDM shall deliver to DECo a request for a proposed Change Order which shall describe such condition or event in detail and the adjustments to the Punch List Work (including the impact, if any, on any relevant warranties for the Work or portions thereof), the Guaranteed Final Completion Date and/or the Contract Price requested by it. Unless otherwise agreed by the Parties, adjustments to the Contract Price shall be based on the Compensable Costs incurred by IWDM or the CM Affiliate, plus profit thereon at the rate of ten percent (10%). IWDM may also propose changes in the Work to DECo, but IWDM shall make such changes only upon issuance of a Change Order signed by both Parties. In connection with any Change Order issued under this Section, any other provisions of this Agreement (including the Exhibits) affected by the Change Order shall be suitably adjusted.

10.3. Disputes with Respect to Change Orders

In the event the Parties have not reached agreement with respect to the proper adjustment to the Contract Price and/or the Project Schedule (including Schedule Guarantees) with respect to any event or other occurrence described in Section 10.2 (other than changes in the Work proposed by IWDM and approved by DECo) within thirty (30) days of the occurrence of the event or circumstance described therein, the cost or amount of such adjustment, if any, shall be determined pursuant to the provisions of ARTICLE XXII. In the case of any dispute as to whether any work requested by DECo in writing is in fact a change from IWDM's existing contractual obligations under this Agreement and the proper subject of a Change Order, the matter shall be referred to dispute resolution in accordance with the provisions of ARTICLE XXII. Pending the resolution of such dispute, IWDM will comply with the written request of DECo. If the dispute is ultimately resolved in IWDM's favor, IWDM shall be entitled to a Change Order providing for payment of IWDM's Compensable Costs incurred as a result of complying with DECo's request plus profit thereon at the rate of ten percent (10%) and an equitable adjustment in the Project Schedule.

10.4. Basis for Compensation for Costs

Where the provisions of this Agreement provide for the payment or reimbursement by DECo of "Compensable Costs" of IWDM or the CM Affiliate, such payment or reimbursement shall be for the following:

(a) "Direct Personnel Expense" for IWDM's or the CM Affiliate's employees, which shall consist of their gross salary or wages (computed on the basis of IWDM's or the CM Affiliate's normal accounting practices, consistent with generally accepted accounting principles);

(b) benefits at the rate of thirty percent (30%) of Direct Personnel Expense under item (a) above;

(c) out-of-pocket expenditures for materials, supplies and services of contractors or subcontractors; and

(d) general and administrative costs of ten percent (10%) of the sum of items (a), (b), and (c) above.

All direct Compensable Costs must be reasonably incurred in the proper performance of the Punch List Work and reasonably documented and shall include only those costs that would not have been incurred but for the events or conditions for which IWDM is entitled to relief in accordance with the provisions of Section 10.2.

10.5. Audit Rights

IWDM shall maintain at all times accurate records, books, logs and documentation that will adequately substantiate in detail IWDM's Compensable Costs associated with work performed under Change Orders on a time and material basis. IWDM shall, at its option, either deliver to DECo a true copy of, or shall make available for inspection and copying by DECo or its by representatives at DECo's cost, all such records, books, logs and documentation that may be necessary to adequately substantiate such work for review and audit by DECo or its representatives upon DECo's request during the term of this Agreement and for a period of three (3) years after final payment under this Agreement. All such information shall be subject to the provisions of Section 17.1. Overhead and general and administrative burden rates included in Compensable Costs are negotiated rates and shall not be subject to review or audit.

10.6. Cost Recapture

In the event that (i) DECo requests, approves and endorses a Change Order pursuant to Section 10.1, (ii) the Parties implement the change in the Work and the adjustments to this Agreement contained in the Change Order, and (iii) this Agreement is terminated (other than by DECo pursuant to Section 16.1) or expires prior to the DECo Project Closing, then, within thirty (30) days after such termination or expiration DECo shall pay to IWDM an amount in cash equal to the cost of the change as reflected in the Change Order.

ARTICLE XI.

FORCE MAJEURE

11.1. Excuse

Subject to Section 11.4, neither Party shall be considered in default under this Agreement for any delay or failure in the performance of its obligations and shall be excused in the performance of its obligations under this Agreement (including any obligation to deliver or accept Product) if such delay or failure is due to an event of Force Majeure.

11.2. Definition of Force Majeure

"Force Majeure" means, subject to Section 11.3, any event or circumstance, including any of the following enumerated events, that occur subsequent to the Effective Date and before the termination of this Agreement and that delays or prevents a Party's performance of its obligations under this Agreement, but only to the extent that (a) such event of Force Majeure is not attributable to fault or negligence on the part of that Party, (b) such event of Force Majeure is caused by factors beyond that Party's reasonable control, and (c) despite taking all reasonable technical and commercial precautions and measures to prevent, avoid, mitigate or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate or overcome such event or consequences:

(a) Acts of God such as storms, hurricanes, floods, lightning and earthquakes;

(b) Sabotage or destruction by a third-party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;

(c) War, riot, acts of a public enemy or other civil disturbance;

(d) Strike, walkout, lockout or other significant labor dispute;

(e) Subject to Section 11.3(a), action or inaction of a Governmental Authority (including any change in Law, including the Clean, Renewable and Efficient Energy Act), but excluding (i) a failure to obtain a required approval from the MPSC or the FERC, or (ii) the issuance of an approval by such Governmental Authorities with conditions or terms unacceptable to DECo (but without prejudice to DECo's right to cancel this Agreement pursuant to Section 3.4); or

(f) Action or inaction of the Transmission Utility but excluding any FERC approved amendments to Transmission Utility's FERC approved tariff.

11.3. Exclusions

None of the following shall constitute an event of Force Majeure:

(a) Economic hardship of either Party;

(b) The non-availability of wind to generate electricity from the DECo Facility;

(c) A Party's failure to obtain any permit, license, consent, agreement or other approval from a Governmental Authority, to the extent attributable to the fault or negligence of that Party, except to the extent it is caused by an event that qualifies under Sections 11.2(c) or 11.2(d); and

(d) A Party's failure to meet a Project Milestone, except to the extent such failure is caused by an event that qualifies under Section 11.2.

11.4. Conditions

A Party may rely on a claim of Force Majeure to excuse its performance only to the extent that such Party:

(a) Provides prompt notice of such Force Majeure event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;

(b) Exercises all reasonable efforts to continue to perform its obligations under this Agreement;

(c) Expeditiously takes action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the event or condition being corrected or cured using commercially reasonable efforts; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;

(d) Exercises all commercially reasonable efforts to mitigate or limit damages to the other Party; and

(e) Provides prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

11.5. Coordination with PPA

It is understood and agreed that any extension of the Scheduled Commercial Operation Date and/or the Capacity Cure Period (as each of such terms is defined in the PPA) granted under the PPA shall likewise, and to the same extent, cause an extension of the Guaranteed Project Substantial Completion Date hereunder.

11.6. Termination for Extended Force Majeure after Project Substantial Completion Date

Notwithstanding anything contained in this ARTICLE XI to the contrary, if either Party is rendered unable to perform its obligations hereunder, in whole or in substantial part, after the Project Substantial Completion Date because of an event of Force Majeure lasting for a period of one hundred eighty (180) consecutive days or more, either Party shall have the option of terminating this Agreement, exercisable by giving ten (10) Business Days notice to the other Party, at any time after such event of Force Majeure has continued for a period of one hundred eighty (180) consecutive days and prior to the performance or resumption of performance by the Party claiming Force Majeure. In the case of a termination based on an event of Force Majeure, each of the Parties shall be relieved of its obligations under this Agreement to the extent provided in Section 4.4.

ARTICLE XII.

WARRANTIES

12.1. Turbine Supplier and BOP Subcontractor Warranties

The warranties applicable to the scope of supply under the Turbine Contract are set forth in Exhibit B. IWDM shall procure from the BOP Subcontractor a warranty, substantially as set forth in Exhibit C or otherwise reasonably satisfactory to DECo, and having a duration of not less than one (1) year from the Project Substantial Completion Date. All warranties of Turbine Supplier under the Turbine Contract and of the BOP Subcontractor under the BOP Subcontract, respectively, shall be assigned to DECo in connection with the transfer of the DECo Project to DECo at the DECo Project Closing. Any such assignment shall be without recourse to IWDM or the CM Affiliate. Except as provided in Section 12.2, DECo shall rely exclusively on the warranties of Turbine Supplier and the BOP Subcontractor with respect to the quality and performance of the Work provided or performed by Turbine Supplier and the BOP Subcontractor (including sound level and output of the DECo Project or any components thereof).

12.2. Warranty for IWDM's and CM Affiliate's Services

IWDM warrants that its services and those of the CM Affiliate in managing and coordinating the Turbine Contract and the BOP Subcontract for performance of the Work by Turbine Supplier and the BOP Subcontractor shall comply with Prudent Engineering Practices applicable to construction management, Applicable Laws, the Permits and other applicable provisions of this Agreement. If any portion of the Work fails to comply with the requirements of this Agreement due to a failure by IWDM or the CM Affiliate to comply with the warranty set forth in the preceding sentence, IWDM shall cause such deficiency to be corrected at no additional cost to DECo, provided (i) that DECo has first sought and failed to achieve corrective action under any applicable warranties of the Turbine Supplier or the BOP Subcontractor with respect to the deficiency in the Work, and (ii) that DECo gives notice (in reasonable detail) to IWDM of the breach of warranty within one (1) year from the Project Substantial Completion Date.

12.3. Project Warranty Disclaimer

THE WARRANTIES SET FORTH IN THIS ARTICLE XII, IN THE TURBINE CONTRACT AND IN THE BOP SUBCONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. EXCEPT AS SET FORTH IN THIS AGREEMENT, IN THE TURBINE CONTRACT AND IN THE BOP SUBCONTRACT, THERE ARE NO OTHER WARRANTIES, AGREEMENTS, OR UNDERSTANDINGS THAT EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT, IN THE TURBINE CONTRACT AND IN THE BOP SUBCONTRACT. DECo EXPRESSLY ACKNOWLEDGES THAT THERE ARE NO WARRANTIES RELATING TO FITNESS FOR PURPOSE, DESIGN LIFE, SO-CALLED SERIAL DEFECTS OR ANY OTHER WARRANTIES NOT EXPRESSLY PROVIDED HEREIN OR THEREIN. NO OTHER WARRANTY, ORAL OR WRITTEN, IS AUTHORIZED BY IWDM.

ARTICLE XIII.

TITLE; RISK OF LOSS

13.1. Clear Title

IWDM warrants and guarantees that legal title to and ownership of the Work shall be free and clear of any and all liens, claims, security interests or other encumbrances when title thereto passes to DECo other than those created by DECo and statutory liens in favor of Subcontractors who will receive payment out of the proceeds of the payment made by DECo in conjunction with such transfer of title. Title to all Work permanently installed as part of the DECo Facility, including the WTGs and Infrastructure Facilities, shall pass to DECo upon the payment by DECo of the amount due upon the DECo Project Closing in accordance with ARTICLE IX, including any taxes payable by DECo as provided in and ARTICLE IX.

13.2. Title to Drawings

With respect to the Work other than the WTGs (which are addressed below), title to drawings, specifications and like materials which are owned by IWDM or the CM Affiliate shall be transferred to DECo concurrent with transfer of title to the DECo Project to DECo, as provided in Section 13.1. Effective upon the DECo Project Closing, any licenses with respect to documents furnished under the Turbine Contract shall be assigned to DECo. DECo shall indemnify IWDM and the CM Affiliate against any claim or liability in connection with or arising out of any violation by DECo of the terms of any such license. IWDM or the CM Affiliate may retain for its records a copy of all documents delivered to DECo hereunder.

13.3. Reuse of Documents for Other Facilities

All documents, including but not limited to, drawings, specifications, and computer software, prepared by IWDM, the CM Affiliate or Subcontractors pursuant to this Agreement are instruments of service in respect to the DECo Project. They are not intended or represented to be suitable for reuse by DECo or others on extensions of the DECo Project or on any other project. Any reuse without prior written verification or adaptation by IWDM, the CM Affiliate or the relevant Subcontractors for the specific purpose intended will be at DECo's sole risk and without liability or legal exposure to IWDM, the CM Affiliate or its Subcontractors. DECo shall defend, indemnify and hold harmless IWDM, the CM Affiliate and its Subcontractors against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle IWDM or the CM Affiliate to additional compensation at rates to be agreed upon.

13.4. Risk of Loss

IWDM or the CM Affiliate shall bear the risk of loss and damage with respect to the DECo Project and the Work until the DECo Project Closing. Any Work that is damaged or

lost while IWDM or the CM Affiliate retains risk of loss with respect thereto shall be rebuilt, restored or replaced by IWDM or the CM Affiliate. IWDM or the CM Affiliate shall be responsible for any damage or loss falling within the deductible under such IWDM's or the CM Affiliate's builder's risk insurance except in the event and to the extent that the damage or loss is caused by the gross negligence or willful misconduct of DECo. Upon such transfer of risk of loss with respect to such item, IWDM and the CM Affiliate shall relinquish and DECo shall assume full and exclusive custody of such property, including responsibility for security, operation, maintenance, insurance and risk of loss.

ARTICLE XIV.

INSURANCE

DECo and IWDM shall each, at no additional cost to the other Party, carry and maintain or cause to be carried and maintained the insurance required to be carried by DECo and IWDM in Exhibit L and shall comply with the other obligations respecting insurance set forth in Exhibit L.

ARTICLE XV.

INDEMNIFICATION

15.1. Indemnities.

15.1.1 IWDM's General Indemnity

IWDM shall indemnify, defend and hold harmless DECo and its respective officers, agents, employees, successors and assigns (an "DECo Indemnified Party") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, costs (including reasonably attorneys' fees) and expenses of any nature for death or personal injury to any person or physical damage to the property of third parties to the extent that the same arise out of a negligent (whether active or passive) act or omission or the willful misconduct of IWDM, the CM Affiliate or their respective employees or agents or Subcontractors.

15.1.2 IWDM's Patent Infringement Indemnity.

(a) IWDM shall indemnify, defend, and hold harmless each DECo Indemnified Party from and against all losses, claims, liens, demands and causes of action of any kind and costs thereof, including judgments, penalties, interest, court costs and legal fees incurred by or assessed against any DECo Indemnified Party on account of any claim of infringement of any patent, copyrighted or un-copyrighted work, secret process, trade secret,

unpatented invention, or other intellectual property right related to or arising from IWDM's under this Agreement. In addition, and in all such cases where the continued use of any item for the purpose intended is forbidden by any court or competent jurisdiction, IWDM shall at its option either (i) procure for DECo, or reimburse DECo for procuring, the right to continue using the infringing item, (ii) modify the infringing item so that it becomes non-infringing, or (iii) replace the infringing item with a non-infringing item; provided that in no such case shall IWDM take any action which demonstrably adversely affects DECo's continued use and enjoyment of the DECo Project without the prior written consent of DECo.

15.1.3 IWDM Indemnity for Violation of Applicable Laws

IWDM shall indemnify, defend and hold each DECo Indemnified Party harmless from and against all fines, penalties, related costs and expenses attributable to any failure of IWDM, the CM Affiliate or Subcontractors to comply with all Applicable Laws and Permits (in the case of DECo Permits, only to the extent DECo previously made IWDM aware of the requirements thereof) in connection with the performance of the Work.

15.1.4 IWDM's Environmental Indemnity

IWDM shall indemnify, defend and hold harmless each DECo Indemnified Party from and against any action, loss, damage, claim or liability to the extent caused by a breach of IWDM's obligations under Section 2.6.2.

15.1.5 IWDM's Lien Indemnity

IWDM shall indemnify, defend and hold harmless DECo from and against any lien, encumbrance, or security interest in, on or to the DECo Facility Site or the DECo Project asserted by the CM Affiliate, any Subcontractor or Financing Party; provided that DECo has complied with its payment obligations under and in accordance with this Agreement.

15.2. DECo's General Indemnity

DECo shall indemnify, defend, and hold harmless IWDM, the CM Affiliate and their respective officers, agents, employees, successors, and assigns (a "IWDM Indemnified Party") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, costs (including reasonable attorneys' fees) and expenses of any nature for death or personal injury to any person or physical damage to property of third parties to the extent that the same arises out of a negligent (whether active or passive) act or omission or the willful misconduct of DECo, or its contractors (other than IWDM or the CM Affiliate), employees and agents.

15.3. DECo's Environmental Indemnity

DECo shall indemnify, defend and hold harmless each IWDM Indemnified Party against and from any action, loss, damage, claim or liability with respect to, (i) Hazardous Materials that DECo or any of its contractors (other than IWDM or the CM Affiliate), invitees or other Person for whom DECo is responsible brings onto the DECo Facility Site, and (ii) an Environmental Condition resulting from a Release caused by the negligence or willful misconduct of DECo. or any of its contractors (other than IWDM or the CM Affiliate), invitees or other Person for whom DECo is responsible.

15.4. Indemnification Procedure

When required to indemnify any IWDM Indemnified Party or DECo Indemnified Party or any other Person entitled to indemnification under Section 15.1 ("Indemnified Party"), the Party providing the indemnity (the "Indemnifying Party") shall assume on behalf of such Indemnified Party and conduct with due diligence and in good faith the defense of any claim against such party, whether or not the Indemnifying Party shall be joined therein, and the Indemnified Party shall cooperate with the Indemnifying Party in such defense. The Indemnifying Party shall have charge and direction of the defense and settlement of such claim; provided, however, that without relieving the Indemnifying Party of its obligations hereunder or impairing the Indemnifying Party's right to control the defense or settlement thereof, the Indemnified Party may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (a) the counsel employed by such Indemnified Party shall have reasonably concluded that there exists a material conflict of interest between the Indemnifying Party and such Indemnified Party in the conduct of the defense of such claim (in which case the Indemnifying Party shall not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party) or (b) the Indemnifying Party shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement thereof. In each of such cases the fees and expenses of counsel shall be at the expense of the Indemnifying Party. The amount of any indemnity payment made under Section 15.1 shall be reduced by the amount of all insurance proceeds received by the Indemnified Party in respect of the event giving rise to the right of indemnity under Section 15.1.

15.5. Comparative Negligence

If any liability, claim, loss or damage is caused by the joint or concurrent negligence of the Parties hereto or others for which they are responsible, responsibility for such liability, claim, loss or damage shall be apportioned on the basis of comparative fault principles.

ARTICLE XVI.

TERMINATION FOR DEFAULT; SUSPENSION

16.1. Termination by DECo for IWDM Event of Default.

16.1.1 Events of Default by IWDM

IWDM shall be in default under this Agreement upon the occurrence of any of the following events (each an "IWDM Event of Default"):

(a) IWDM fails to achieve or cause to be achieved Project Substantial Completion by the Guaranteed Project Substantial Completion Date;

(b) IWDM's fails to perform in any material respect any other material provision of this Agreement such that it would not be able to deliver to DECo the DECO Project conforming in all material respects with the requirements of this Agreement;

(c) IWDM contravenes any Applicable Law, IWDM Permit or, to the extent the requirements thereof were previously made known to IWDM, DECo Permit such that the ability of IWDM, the CM Affiliate or any Subcontractor to perform the Work in accordance with this Agreement is materially hindered or the DECo Project is materially and adversely affected;

(d) the PPA is terminated by DECo due to an Event of Default (as defined in the PPA) on the part of GCW;

(e) IWDM becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by IWDM; or

(f) insolvency, receivership, reorganization or bankruptcy proceedings are commenced against IWDM, and such proceedings are not terminated, stayed or dismissed within sixty (60) days after the commencement thereof.

16.1.2 Notice of Default; Cure; Right to Terminate

DECo shall give notice of any IWDM Event of Default to IWDM. With respect to the IWDM Events of Default described in Sections 16.1.1(b) and 16.1.1(c), DECo may terminate this Agreement if (A) any such default is not cured within thirty (30) days after receipt of such notice from DECo, or (B) such default is not a payment default and can be cured but not within the aforesaid thirty (30) day period, corrective action is not commenced within thirty (30) days after receipt of such notice of default and IWDM does not thereafter continuously and diligently pursue such cure and complete the cure within a reasonable period of time. With respect to all other IWDM Events of Default, DECo may terminate this Agreement by mere

notice of termination (which may be included in DECo's notice of the occurrence of the IWDM Event of Default, as set forth in the first sentence of this Section 16.1.2) and without any opportunity to cure.

16.1.3 Consequences of Termination by DECo

Upon termination by DECo, the following provisions shall apply:

(a) DECo shall be relieved of any further obligation under this Agreement, including the obligation to accept the transfer of the DECo Project and to pay the Contract Price, except for those provisions that survive termination as provided in Section 4.4;

(b) DECo shall remove its personnel and any personal property belonging to DECo or its personnel from the DECo Facility Site (or other location where the field construction office for the DECo Project may be located) and shall refrain and cause its personnel to refrain from taking from the DECo Facility Site or the field construction office any documents constituting Confidential Information of IWDM or its Affiliates or of any Subcontractors;

(c) DECo shall be entitled to all legal and equitable remedies that are not expressly prohibited or limited by the terms of this Agreement.

16.2. Termination by IWDM.

16.2.1 Events of Default by DECo

DECo shall be in default under this Agreement upon the occurrence of any of the following events (each a "DECo Event of Default"):

(a) DECo fails to pay when due the amount of the Contract Price that is payable upon the DECo Project Closing in accordance with ARTICLE IX;

(b) DECo's fails to perform in any material respect any other material provision of this Agreement;

(c) DECo contravenes any Applicable Law or DECo Permit such that the ability of DECo to accept transfer of the Project from IWDM upon the DECo Project Closing and to pay the amount of the Contract Price payable in conjunction with such transfer in accordance with this Agreement is materially hindered or the Project is materially and adversely affected;

(d) the PPA is terminated by GCW due an Event of Default (as defined in the PPA) on the part of DECo;

(e) DECo becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by DECo; or

(f) insolvency, receivership, reorganization or bankruptcy proceedings are commenced against DECo, and such proceedings are not terminated, stayed or dismissed within sixty (60) days after the commencement thereof.

16.2.2 Notice of Default; Cure; Right to Terminate

IWDM shall give notice of any DECo Event of Default to DECo. With respect to the DECo Events of Default described in Sections 16.2.1(b) and 16.2.1(c), IWDM may terminate this Agreement if (A) any such default is not cured within thirty (30) days after receipt of such notice from IWDM, or (B) such default is not a payment default and can be cured but not within the aforesaid thirty (30) day period, corrective action is not commenced within thirty (30) days after receipt of such notice of default and DECo does not thereafter continuously and diligently pursue such cure and complete the cure within a reasonable period of time. With respect to all other DECo Events of Default, IWDM may terminate this Agreement by mere notice of termination (which may be included in IWDM's notice of the occurrence of the DECo Event of Default, as set forth in the first sentence of this Section 16.2.2) and without any opportunity to cure.

16.2.3 Consequences of Termination by IWDM

If IWDM terminates this Agreement prior to the DECo Project Closing due to any DECo Events of Default described in Section 16.2.1, then the following shall apply:

(a) IWDM shall be relieved of any further obligation to DECo under this Agreement, including the obligation to transfer the DECo Project to DECo;

(b) DECo shall remove its personnel and any personal property belonging to DECo or its personnel from the DECo Facility Site (or other location where the field construction office for the DECo Project may be located) and shall refrain and cause its personnel to refrain from taking from the DECo Facility Site or the field construction office any documents constituting Confidential Information of IWDM or its Affiliates or of any Subcontractors; and

(c) Provided that the PPA has not been terminated in accordance with its terms, then for all intents and purposes, DECo's exercise of the Option pursuant to the PPA shall be deemed to be null and void, and the DECo Facility shall again constitute a part of the Generating Facility (as defined in the PPA) as if the Option had never been exercised.

In case of termination after the DECo Project Closing due to a DECo Event of Default or termination at any time due to the DECo Events of Default described in Sections 16.2.1(d), 16.2.1(e) or 16.2.1(f), IWDM shall be entitled to all legal and equitable remedies that are not expressly prohibited or limited by the terms of this Agreement. IWDM shall also be entitled to enforce all obligations of DECo that survive termination, as provided in Section 4.4.

ARTICLE XVII.

NON-DISCLOSURE OF INFORMATION

17.1. Confidential Information

Except as set forth in this Section 17.1, DECo and IWDM shall hold in confidence all information supplied by either Party to the other Party under the terms of this Agreement that is marked or otherwise indicated or reasonably understood by its nature to be confidential ("Confidential Information"). Each Party shall inform its Affiliates, Subcontractors, suppliers, vendors and employees of its obligations under this Section 17.1 and require such Persons to adhere to the provisions hereof. Notwithstanding the foregoing, DECo and IWDM may disclose the following categories of information or any combination thereof:

(a) information which was in the public domain or publicly available prior to receipt thereof by such Party or which subsequently becomes part of the public domain or publicly available by publication or otherwise except by a wrongful act of such Party;

(b) information that such Party can show was lawfully in its possession prior to receipt thereof from the other Party through no breach of any confidentiality obligation;

(c) information received by such Party from a third party having no obligation of confidentiality with respect thereto; or

(d) information at any time developed independently by such Party providing it is not developed from otherwise confidential information.

The Parties each acknowledge and agree that the terms of this Agreement shall constitute Confidential Information of the other Party. Neither Party shall release, distribute or disseminate any Confidential Information for publication concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written consent of the other Party.

Either Party may disclose Confidential Information pursuant to and in conformity with a judicial order or in connection with any legal proceedings under ARTICLE XXII and information required to be disclosed under securities laws or stock exchange regulations applicable to publicly traded companies and their subsidiaries; provided, however, that , except

in the case of legal proceedings between the Parties, the Party seeking disclosure informs the other Party of the need for such disclosure and, if reasonably requested by the other Party, seeks, through a protective order or other appropriate mechanism, to maintain the confidentiality of Confidential Information.

In addition, IWDM and its Affiliates may disclose Confidential Information to any financial institutions expressing interest in providing debt financing or refinancing or other credit support to IWDM or its Affiliates for the engineering, procurement, and construction of the DECo Project, and the agent or trustee of any of them; provided, however, that such disclosures shall be subject to the agreement of such Persons to keep such information confidential pursuant to the terms of this Section 17.1.

Finally, DECo may disclose Confidential Information to the MPSC to the extent required for the approval by the MPSC of this Agreement and the transactions related thereto; provided that DECo shall cooperate reasonably with IWDM and the CM Affiliate with their efforts to limit the scope of, and/or to obtain protective treatment for, such Confidential Information required to be disclosed.

The confidentiality provisions set forth in this Section 17.1 shall be effective for a period of two (2) years after Final Completion or the earlier termination of this Agreement.

17.2. Public Announcements

Neither Party shall issue any public announcement or other statement with respect to this Agreement or the transactions contemplated hereby, without the prior consent of the other Party, unless required by Applicable Laws or order of a court of competent jurisdiction, provided, however, that IWDM and its Affiliates shall have the right without obtaining such consent to include public information and photographs concerning the Project in IWDM's and its Affiliates' marketing materials following the initial public announcement by DECo.

ARTICLE XVIII.

ASSIGNMENT; FINANCING

18.1. Assignment

This Agreement or any right or obligation contained herein may be assigned by either DECo or IWDM, to an Affiliate thereof, provided that the Party making such assignment shall remain obligated for the performance of such Affiliate's obligations under this Agreement. Except as provided in Section 18.2, this Agreement may be assigned by a Party to other parties only upon the prior written consent of the other Party hereto. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee; any other assignment shall be void and without force or effect.

18.2. Financing.

18.2.1 Assignment to Financing Parties; Assumption by Financing Parties

IWDM may make any assignments of this Agreement necessary to obtain financing. The Financing Parties, their agents, successors or assigns may acquire the rights of IWDM under this Agreement under the Financing Parties' remedies contained in the agreements with the Financing Parties (the "Financing Agreements") in the event of IWDM's default under the Financing Agreements. Upon any such acquisition of IWDM's rights by the Financing Parties and compliance by the Financing Parties with all of their obligations under the Financing Agreements and agreement by the Financing Parties to assume the obligations of IWDM under this Agreement, DECo shall accept the Financing Parties or any nominee in place of IWDM for all purposes under or in connection with this Agreement for the remainder of its term. Except as otherwise provided herein, DECo shall look only to IWDM to satisfy IWDM's obligations hereunder unless, in the event of a default by IWDM under the Financing Agreements, the Financing Parties have taken possession of the DECo Project. Upon taking actual possession of the DECo Project, after such event, if any, the Financing Parties in possession of the DECo Project shall assume all rights and responsibilities of IWDM under this Agreement.

18.2.2 Documents to be Provided by DECo

DECo shall provide assignments and consents, acknowledgements, estoppel certificates, legal opinions and such other closing documents as are customary and as reasonably requested in connection with the transactions contemplated by Section 18.2.1. Such documents shall be in a form reasonably acceptable to DECo and the requesting party or parties.

18.2.3 Information for Financing Parties

DECo shall provide such documents and other technical assistance as IWDM may reasonably request in connection with obtaining financing for the DECo Project until its transfer to DECo. During the performance of the Work, IWDM may make available to the Financing Parties information relating to the status of the Work including, but not limited to, information relating to the design, engineering, construction and testing of the DECo Project and such other matters as the Financing Parties may reasonably request.

18.2.4 Right to Inspect

The Financing Parties and their engineers and consultants shall have the right to participate in all inspections conducted by IWDM under this Agreement and to attend all tests of the Work and the DECo Project that DECo is entitled to attend.

18.2.5 Notices to Financing Parties

At IWDM's request and expense, DECo shall furnish to the Financing Parties copies of notices given to IWDM hereunder. DECo agrees to furnish concurrently to the Financing Parties a copy of any default notice issued by it to IWDM under Section 16.2.

18.2.6 Amendments Required by Financing Parties

DECo agrees to cooperate with IWDM in the negotiation and execution of reasonable amendments or additions to this Agreement required by any Financing Party. Any proposed amendment or addition which would in any material respect increase DECo's costs or expose it to greater risk without appropriate consideration will not be considered reasonable.

ARTICLE XIX.

INDEPENDENT CONTRACTOR

19.1. Independent IWDM

IWDM is an independent contractor and nothing contained herein shall be construed as constituting any relationship with DECo other than that of owner or independent contractor, nor shall it be construed as creating any relationship whatsoever between DECo and the CM Affiliate nor between DECo and IWDM's or the CM Affiliate's employees or Subcontractors. Neither IWDM nor the CM Affiliate nor any of their respective employees shall be deemed to be employees of DECo.

19.2. IWDM's Responsibilities for its Employees

Subject to the provisions of this Agreement, IWDM shall have sole authority and responsibility to employ, discharge and otherwise control its employees.

19.3. Responsibilities of IWDM as Principal for its Employees

IWDM has complete and sole responsibility as a principal for its agents, Subcontractors and all other hires to perform or assist in performing the Work.

ARTICLE XX.

REPRESENTATIONS AND WARRANTIES

20.1. IWDM Representations

IWDM represents and warrants that:

20.1.1 Organization

IWDM is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure to so qualify would have a material adverse effect on its ability to perform this Agreement.

20.1.2 No Violation of Law; Litigation

IWDM is not in violation of any Applicable Laws, or judgment entered by any Governmental Authority which violations, individually or in the aggregate, would materially and adversely affect its performance of any obligations under this Agreement. Except as IWDM has disclosed in writing to DECo prior to the Contract Date, there are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to the best knowledge of IWDM) threatened against IWDM, which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of IWDM to perform under this Agreement.

20.1.3 Permits

IWDM is (or will be prior to any Work being performed on the DECo Facility Site) the holder of all Permits required to permit it to operate or conduct its business now and as contemplated by this Agreement.

20.1.4 No Breach

None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof, shall contravene or result in a breach of, or require any consent under, the governing documents of IWDM, or any Applicable Laws or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which IWDM is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

20.1.5 Corporate Action

IWDM has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by IWDM of this Agreement have been duly authorized by all necessary limited liability company action on its part; and, this Agreement has been duly and validly executed and delivered by IWDM and constitutes the legal, valid and binding obligation of IWDM enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

20.2. DECo Representations

DECo represents and warrants that:

20.2.1 Organization

It is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, and is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure to so qualify would have a material adverse effect on its ability to perform this Agreement.

20.2.2 No Violation of Law; Litigation

It is not in violation of any Applicable Laws or judgment entered by any Governmental Authority, which violations, individually or in the aggregate, would materially and adversely affect its performance of any obligations under this Agreement. Except as DECo has disclosed in writing to IWDM prior to the Contract Date, there are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to the best knowledge of DECo) threatened against DECo which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of DECo to perform under this Agreement.

20.2.3 Permits

It is (or will be prior to the Starting Date) the holder of all Permits for which it is responsible hereunder required to permit it to perform this Agreement.

20.2.4 No Breach

None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof and thereof, contravenes or will result in a breach of, or require any consent under, the governing documents of DECo, or any Applicable Laws or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which DECo is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

20.2.5 Corporate Action

It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by DECo of this Agreement have been duly authorized by all necessary action on its part; and, this Agreement has been duly and validly executed and delivered by DECo and constitutes the legal, valid and binding obligation of DECo enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

ARTICLE XXI.

NOTICES AND COMMUNICATIONS

21.1. Notices

As used in this Agreement, "notice" includes the communication of a notice, a request, a demand, an approval, an offer, a statement, a report, an acceptance, a consent, a waiver and an appointment. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise expressly provided) and shall be served personally or by reputable express courier service or by facsimile transmission addressed to the relevant Party at the address stated below. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served two (2) working days after the same shall have been delivered to the relevant courier, and any notice so given by facsimile transmission shall be deemed to have been served on dispatch; provided that such facsimile notice is transmitted during "business hours" in the primary recipient's location (which, for purposes of this Section 21.1, shall mean any time before 5:00 p.m. on a day that is not a Saturday, Sunday or legal holiday in the state where such recipient is located) and otherwise shall be deemed to have been served upon the commencement of the next succeeding "business hours" in the recipient's location. As proof of such service it shall be sufficient to produce a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee or an activity report of the sender's facsimile machine showing the correct facsimile number of the Party on whom notice is served and the correct number of pages transmitted and the date of dispatch:

If to IWDM: Invenergy Wind Development Michigan LLC
c/o Invenergy Wind Development LLC
One South Wacker Drive
Suite 1900
Chicago, IL 60606

Attention: Director of Development (Gratiot I Project)
Fax: 312- 224-1444
Tel.: 312-224-1400

With copy to: Invenergy Wind Development Michigan LLC
c/o Invenergy Wind Development LLC
One South Wacker Drive
Suite 1900
Chicago, IL 60606
Attention: General Counsel
Fax: 312- 224-1444
Tel.: 312-224-1400

If to DECo: The Detroit Edison Company
414 South Main Street, Suite 300
Ann Arbor, MI 48104
Attention: Generation Optimization-Midstream Optimization
Fax: 734-887-4051
Tel.: 734-887-2087

with copy to: The Detroit Edison Company
One Energy Plaza, 688 WCB
Detroit, MI 48226
Attention: General Counsel
Fax: 313-235-8500

21.2. Change of Notice Recipient Information

Either Party may, by giving notice at any time or from time to time, require subsequent notice to be given to another individual, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

ARTICLE XXII.

DISPUTE RESOLUTION

22.1. Disputes.

(a) Except as otherwise provided in this Agreement, in the event a dispute arises between the Parties regarding the application or interpretation of any provision of this Agreement, the Party alleging the dispute shall promptly notify the other Party of the dispute in

writing. If the Parties shall have failed to resolve the dispute within ten (10) days after delivery of such written notice, each Party shall, within five (5) days of receipt of a written demand from the other Party to do so, direct a senior executive (Vice President level or above) to confer in good faith within five (5) days with a senior executive of the other Party to resolve the dispute. Should the Parties be unable to resolve the dispute to their mutual satisfaction within fifteen (15) days, each Party shall have the right to pursue the resolution of such dispute in accordance with the provisions of Section 22.2.

(b) Unless stated otherwise herein, all disputes shall be resolved in accordance with the dispute resolution procedures set forth in this ARTICLE XXII. Notwithstanding the foregoing, (i) the Parties may at any time seek injunctive relief from a court of competent jurisdiction, and (ii) nothing herein shall prevent a Party from defending or pursuing any claim in a court or other proceeding against a third party that has been initiated by such third party. In the event any dispute involves common issues of fact, liability or responsibility with any dispute or controversy under any other agreement (including the PPA and the Shared Facilities Agreement) materially related to the DECo Project, each of the Parties agrees, where reasonably justified, to join such dispute with such other disputes and controversies to seek a common resolution of all such matters.

(c) Notwithstanding the foregoing, to the extent that the MPSC has jurisdiction over the DECO Project, nothing in this ARTICLE XXII shall prevent any Party from seeking resolution of a dispute from the MPSC , provided that the other Party may contest such jurisdiction.

22.2. Dispute Resolution.

(a) Any controversy, claim or dispute between or among the Parties arising out of or related to this Agreement or the breach thereof that cannot be settled amicably by the Parties that is submitted to binding arbitration by a Party pursuant to the last sentence of Section 22.1(a) shall be settled by a single arbitrator in accordance with the provisions contained herein and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall determine all questions of fact and law relating to any controversy, claim, or dispute hereunder, including but not limited to whether or not any such controversy, claim, or dispute hereunder is subject to the arbitration provisions contained herein.

(b) Any Party desiring arbitration (the "Demanding Party") shall serve on the other Party and, in the case of IWDM, the Financing Parties, and the Office of the American Arbitration Association in Southfield, Michigan, in accordance with the Rules, its demand for arbitration (the "Demand"), accompanied by the name of the person chosen by the Demanding Party to select an arbitrator. The other Party shall choose a second person to select an arbitrator, and the two persons so chosen shall select the arbitrator. If the other Party upon whom the Demand is served fail to choose a person to select an arbitrator and advise the Demanding Party

of their selection within fifteen (15) days after receipt of the Demand, the person chosen by the Demanding Party shall select the arbitrator. If the two persons chosen by the Parties cannot agree upon an arbitrator within ten (10) days after the designation of the second person, the arbitrator shall be selected in accordance with the Rules. Subject to the Financing Agreements, the Financing Parties shall have the right to participate in any arbitration proceedings. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration.

(c) All arbitration proceedings shall be held in Detroit, Michigan.

(d) Any Demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

22.3. Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT OR THAT OTHERWISE RELATES TO THIS AGREEMENT.

22.4. Continuation of Work

Pending final resolution of any dispute, DECo and IWDM shall continue to fulfill their respective obligations hereunder and DECo shall continue to pay IWDM in accordance with the terms of this Agreement, except to the extent expressly provided in this Agreement.

ARTICLE XXIII.

LIMITATION OF LIABILITY

23.1. Maximum Liability for Warranty Claims

IWDM's aggregate liability to DECo pursuant to this Agreement for claims for breach of warranty under Section 12.2 shall not exceed an amount equal to Fifty Thousand Dollars ($50,000) times the design capacity (expressed in MW) of the DECo Facility (as selected by DECo in its Option Exercise Notice).

23.2. Maximum Aggregate Liability

IWDM's aggregate liability to DECo pursuant to this Agreement whether arising from tort (including negligence or strict liability), breach of contract (including fundamental

breach), breach of warranty, indemnity, or any other cause of action shall not exceed an amount equal to Two Hundred Thirty-nine Thousand Five Hundred Dollars ($239,500) times the number of megawatts constituting the design capacity of the DECo Facility (as selected by DECo in its Option Exercise Notice); provided, however, that the aggregate limitation set forth in this Section shall not be construed to limit the indemnity obligations of IWDM under ARTICLE XV.

23.3. Time Limit

IWDM shall be liable to DECo in connection with the Work and this Agreement only for causes of action which arise prior to Project Substantial Completion or, with respect to warranty claims under Section 12.2, prior to the expiration of the warranty period stipulated in said Section, provided that DECo shall give IWDM notice of the claim within thirty (30) days after actual discovery thereof, and provided in all cases that notice of the claim is given within two (2) years after Project Substantial Completion. The terms of the preceding sentence shall in no way limit IWDM's or DECo's obligations under Section 17.1.

23.4. Consequential Damages

To the fullest extent permitted by Law and notwithstanding other provisions of this Agreement, in no event shall a Party be liable to the other Party, whether in contract, warranty, tort, negligence, strict liability, or otherwise, for special, indirect, incidental, multiple, consequential (including lost profits or revenues, business interruption damages and lost business opportunities), exemplary or punitive damages related to, arising out of, or resulting from performance or nonperformance of this Agreement. This limitation on damages shall not apply with respect to claims brought by third parties for which a Party is entitled to indemnification under this Agreement.

23.5. Releases Valid in All Events

Releases, disclaimers and limitations on liability expressed herein shall apply even in the event of the negligence, strict liability, fault or breach of contract (including other legal bases of responsibility such as fundamental breach) of the Party whose liability is released, disclaimed or limited to the extent provided in such release, disclaimer and limitation and shall inure to the benefit of the released Party's Affiliates.

ARTICLE XXIV.

MISCELLANEOUS

24.1. Validity

Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the

remainder hereof; and the Parties shall negotiate in good faith to replace such invalid and unenforceable provision.

24.2. Governing Law

The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan and without reference to the choice of law principles of the State of Michigan or any other state. In connection with the enforcement of any arbitration award under Section 22.2, the Parties mutually consent to the jurisdiction of the courts of the State of Michigan and of the Federal Courts in the Eastern District of Michigan, and hereby irrevocably agree that all claims in respect of such action or proceeding may be heard in such Michigan state or federal court. Each Party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Party at its address specified in or pursuant to the provisions of ARTICLE XXI. Each Party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section 24.2 shall affect the right of a Party to serve legal process in any other manner permitted by law or affect the right of such Party to bring any action or proceeding against the other Party or its property in the courts of any other jurisdiction. The Parties further agree that any process directed to either of them in any litigation involving this Agreement may be served outside the State of Michigan with the same force and effect as if service had been made within the State of Michigan. To the extent a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such Party hereby irrevocably waives (to the fullest extent permitted by law) such immunity in respect of its obligations under this Agreement.

24.3. Waiver

The failure of a Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver by a Party of any breach of any provision hereof be held or deemed to be a waiver of the provision itself.

24.4. Third-Party Beneficiaries

Except for provisions (including indemnity, limitation of liability, waiver and release provisions) that are expressly stated as inuring for the benefit of a Party's Affiliates or the Financing Parties, the provisions of this Agreement are intended for the sole benefit of DECo and IWDM, and there are no third-party beneficiaries other than assignees contemplated by the terms herein.

24.5. Counterparts

This Agreement may be executed in any number of counterparts and by each of the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and the year first above written.

THE DETROIT EDISON COMPANY

By: _____
Name: Gerard M. Anderson
Title: Chief Executive Officer

INVENERGY WIND DEVELOPMENT
MICHIGAN LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and the year first above written.

THE DETROIT EDISON COMPANY

By: _____
Name: Gerard M. Anderson
Title: Chief Executive Officer

INVENERGY WIND DEVELOPMENT MICHIGAN LLC

Legal Reviewed

By: _____
Name: James J. Shield
Title: Vice President

EXHIBIT A-1
Build-Transfer Contract

TECHNICAL SPECIFICATION

This Exhibit redacted in its entirety.

EXHIBIT A-2
Build-Transfer Contract

SCOPE OF WORK

Please see attached.

EXHIBIT A-2

SCOPE OF WORK

TABLE OF CONTENTS

1.0 DEFINITIONS

Any capitalized term in this Scope of Work shall, unless otherwise defined herein, have the same definition as provided in the Build-Transfer Contract by and between The Detroit Edison Company and Invenergy Wind Development Michigan LLC for the DECo Wind Project.

2.0 DESCRIPTION OF PROJECT

The Gratiot Wind Project consists of a 200 MW wind turbine generated energy project in Gratiot County, Michigan and a Transmission Line in Gratiot and Midland Counties, Michigan to interconnect such project to the transmission system of Michigan Electric Transmission Company LLC ("Transmission Utility")(the entire project is referred to herein as the "Project"). The Detroit Edison Company ("DECo")'s portion of the Gratiot Wind Project (Project) will be either a 59.2 MW or 89.6 MW wind power project located in Gratiot County, Michigan (either option is referred to herein as the "DECo Project"). The DECo Project will consist of thirty-seven (37) or fifty-six (56) General Electric (GE) 1.6 XLE wind turbine generators ("WTGs") with 82.5 meter rotors on 100 meter towers, Collection System, and a shared Transmission Line for interconnection and a Substation as further described herein.

The Project output will be delivered, via a shared Transmission Line, to a 138 kV interconnection Substation owned by Transmission Utility.

The WTGs, Collection System, Substation and Transmission Line will be located on primarily agricultural land throughout the Project. The easements provide the land rights for construction including creating lanes for crane travel, routes for the Collection System circuits, and permanent access roads to the WTG sites.

In addition to the WTGs the DECo Project will consist of foundations for each WTG, site roads, Collection System (including but not limited to the padmount step-up transformers, junction boxes and power cables from the Substation to each WTG), fiber optic cable, grounding grid, and all other facilities necessary to operate the Project.

Technical documents and specifications describing the WTGs to be installed are provided in Exhibit A-1.

3.0 ENGINEERING AND QUALITY

IWDM shall provide the design and engineering services for the Scope of Work required by this Agreement. All materials shall be new and all equipment shall be free of defects and shall comply with the standards.

Standards

The Work shall comply with Prudent Engineering Practice, Prudent Industry Practice, and the most recent applicable local, state, and federal codes, standards, rules and regulations for equipment and workmanship including, but not limited to the following:

ACI	American Concrete Institute
AISA	American Iron and Steel Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating and Refrigeration Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
MBC	Michigan Building Code 2006
IEEE	Institute of Electrical and Electronic Engineers
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
UL	Underwriters' Laboratories

*and all other required Michigan and Gratiot and Midland County codes.

Design Documents:

IWDM shall prepare a list of drawings for the Project and the DECo Project in accordance with the Agreement. The Design Documents for the DECo Project shall include, but are not limited to:

1. Overall Site Plan including locations of WTGs, Substation, POI and Site Survey
2. Site Plan Drawings showing WTG and access road locations
3. WTG foundation drawing, with embeds and grounding
4. Crane plan for WTG erection
5. Substation design package will include:
   - 5.1. Substation site plan
   - 5.2. Bill of materials
   - 5.3. Grading/surfacing plan
   - 5.4. Foundation plan and details for Substation components
   - 5.5. Conduit plan, schedule and details
   - 5.6. Grounding plan and details
   - 5.7. Fence plan and details
   - 5.8. Lightning protection plan and details
   - 5.9. Structural steel drawings
   - 5.10. Power flow study

5.11. Short circuit and protective relaying coordination study
5.12. Transient and harmonic analysis
5.13. Power factor study
5.14. Relay and instrumentation one-line diagram
5.15. Control room panel arrangement diagram

6. Collection System design will include:
6.1. Collection System design from WTGs to Substation
6.2. Collection system drawings and maps
6.3. Arc flash analysis
6.4. Collection System loss analysis
6.5. Trenching and cable arrangement including grounding
6.6. Conduit routing in WTG foundations including pad mount vault
6.7. Road and wetland boring details
6.8. Sectionalizing cabinet details
6.9. FAA light installation details

7. Fiber Optic cabling design package including:
7.1. Site plan for integration with Collection System
7.2. Substation fiber optic cabling and panel installation details
7.3. Splice details

Quality Assurance Testing and Control:

IWDM shall institute a quality control and quality assurance plan ("QA/QC Plan") in accordance with the requirements of the Agreement. All testing/inspections shall be performed by a qualified third party, unless otherwise noted. At a minimum, IWDM shall perform the following quality tests and inspections and provide test results and mill certificates/reports as defined in the quality control plan.

1. Moisture content and dry density test of foundation backfill or other native or engineered fill as required by foundation engineer after placement of fill
2. Concrete cylinder strength samples, slump, and air entrainment tests shall be taken at no less than the following frequency:

2.1. Tower base strength test cylinders:
- One set of cylinders collected near the beginning of pour and every 100 cubic yards thereafter
- Minimum of 6 cylinders per set

2.2. Tower Pedestal strength test cylinders:
- One set of six (6) cylinders

Concrete cylinders from each set shall be broken at one (1), seven (7) and twenty eight (28) days.

3. Air entrainment and slump tests shall be taken no less than every 100 cubic yards.

4. Rebar and anchor bolt mill certifications
5. Bolt tension checks and 10% tests will be done to verify that rebar, bolts, and embeds are installed in accordance with design drawings and specifications
6. Grout cube strength tests and oversight for grout preparation, mixing, and placement. No less than nine (9) test cubes shall be taken from each tower. Breaks shall be at one (1), three (3) and twenty eight (28) days with 3 spares, unless otherwise specified by manufacturer.
7. Ground loop resistance testing (performed after WTG is erected) to remote earth using a two or three point method
8. Padmount transformer turns ratio on all taps, insulation resistance, and grounding
9. Power Cable continuity, megger, installed length measurement, and VLF.
10. Fiber Optic point-to-point tests

4.0 SCHEDULE OF SUBMITTALS:

IWDM shall provide submittals as provided in this Agreement in hard and electronic copies (via CD) to DECo. Drawings in their native format shall be provided to DECo as provided in the Agreement. All submittals, documents, and drawings for the DECo Project closeout shall be recorded in a master document list, including drawings or file numbers, developed by IDWM. IWDM shall provide submittals to DECo for the DECo Project as follows:

1.All Design Documents defined in Section 3 of this Scope of Work.

2.Quality System Documents:

2.1 Quality System Manual (including referenced checklists)

2.3 Inspection and Test Plan (supplied by IWDM with testing schedule and requirements)

3.Engineering Documents:

3.1. Report of geotechnical investigations.
3.2. Civil design documents including drawings, details, and specifications.
3.3. Structural design documents including drawings, and specifications (of foundations but not towers).
3.4. Collection System and Substation design documents including drawings, details, and specifications.
3.5. Collection System and Substation submittals including product data and test reports (cable and factory specs).
3.6. Updated WTG technical specifications.
3.7. Grid interconnection information provided in Interconnection studies.
3.8. Reactive power capability provided in Interconnection studies.

3.9. Utility interconnection models provided in Interconnection studies.
3.10. Corrosion protection system finish for WTG, transformer and structural steel.
3.10.Michigan Professional Engineer stamp for tower design drawings

4. Road Quality Documents:
4.1 Materials submittals

5. Foundation Quality Documents:
5.1. Mill certificates – reinforcing steel
5.2. Anchor bolts - certifications
5.3. Pre-Concrete checklist
5.4. Concrete Compressive Strength Test Results
5.5. Pre-backfill foundation and grounding inspection
5.6. Foundation backfill compaction test results
5.7. Foundation completion certificate

6. Collection System and Substation and SCADA Quality Documents:
6.1. Ground resistance testing
6.2. Factory test data for electric cable
6.3. Collection cable continuity and phase checks
6.4. Collection cable megger and/or partial discharge test results
6.5. Factory transformer testing
6.6. Fiber optic loss testing
6.7. Drain tile inspection forms, pictures, and GPS coordinates (as-built pictures).
6.8. QC Plan for Collection System and Substation.
6.9. Electrical works Collection System completion certificates (per feeder) and Substation completion certificates
6.10. Installation and startup logs, notes, and records, if available.
6.11.Punchlist

7. WTG Erection Quality Documents:
7.1. Equipment receiving checklist
7.2. Installation manuals and inspection procedures – erection, assembly, and electrical work (included in GE documents)7.3. Installation Checklists
7.4. WTG Mechanical Completion Certificate
7.5. Startup support documentation (logs, notes, records), if available
7.6.WTG/Turbine Completion Certificate
7.7. Punch List

8. Project Completion Documents:
8.1. Project Substantial Completion Certificate
8.2. Project Final Completion Certificate

9. Operations and Maintenance Documents for all components:
    9.1. Final WTG and Transformer Operation and Maintenance Manuals
    9.2. Schedule of recommended spare parts and consumables (included in GE documents).
    9.3. Repair manuals.
    9.4. Records, logs, and notes compiled during the warranty period of WTG and BOP (WTG books) if applicable prior to transfer.
    9.5. Confined spaces lists made available, if applicable.
    9.6. Any developed tagging guidelines.
    9.7. Hazardous chemicals identified and MSDSs available

10. As Built Drawings for the DECo Project which include but are not limited to schematic, wiring, civil, electrical, and mechanical drawings for Collection System and Substation.

5.0 CONSTRUCTION

IWDM shall provide all construction and installation services necessary for the completion of the Work in a safe and orderly manner in accordance with applicable Prudent Engineering Practices and permit requirements.

Storm Water Pollution Prevention Plan ("SWPPP"):

IWDM shall be responsible to follow all permit requirements in the approved National Pollutant Discharge Elimination System (NPDES) permits and Storm water permits prior to starting construction on-site and during the course of construction. IWDM shall follow the SWPPP and implement appropriate measures to prevent erosion and control sediment in the areas of construction. Best Management Practices ("BMP") for controls will be included in the SWPPP and IWDM will be responsible for these measures.

IWDM is responsible for maintenance of BMPs through construction until a Notice of Termination ("NOT") is submitted. Documentation pertaining to the SWPPP shall be maintained on site and available for inspection at any time.

Dust Suppression and Clean Roads:

IWDM will be responsible for dust suppression in accordance with State and local requirements along the access roads and in other construction areas, and shall minimize debris transfer to existing roadways. IWDM shall be responsible for cleaning the local roads as needed due to all construction traffic associated with Project.

Gates and Fencing:

A 16-foot metal gate across site access roads will be provided where a fence currently exists. Fencing damaged during construction shall be repaired or replaced as necessary.

Crop Damages:

IWDM is responsible for crop damage in areas of cultivated fields which are destroyed by the crane walking, Collection System installation, road construction, WTG lay-down areas, and any other areas damaged due to Work for the DECo Project outside of the location of permanent facilities or improvements.

3.5 Crop Compaction:

All areas that are subject to construction activity including but not limited to Collection System, crane paths, temporary access roads, parking, and laydown areas, which will be returned to agricultural service post construction shall be decompacted.

CRP:

Areas where Work results in damage to Conservation Reserve Program ("CRP") such that the area can no longer be included in the CRP will be recorded during construction. IWDM shall be responsible for paying for any damages associated with land being removed from the CRP as a result of the Work.

Drain Tile and Irrigation Lines:

Any drain tile or irrigation lines damaged by IWDM in connection with the Work shall be immediately documented and replaced and/or repaired to provide a functioning replacement drain tile or irrigation line. The location and condition (to the extent known) of all drain tiles and irrigation lines encountered shall be documented and shall include photos, description of damage, GPS coordinates and method of repair. The landowner of such damaged tile or irrigation shall be given the opportunity to inspect and approve such repair.

Site Finishes:

Upon completion of each phase of the Work at each WTG site, all affected areas shall be reclaimed as required by the Agreement. Efforts shall be made to restore areas to a clean and finished condition as soon as practical. Reclamation may include de-compaction of soils and re-vegetation of disturbed areas. All trash, debris and stockpiles shall be removed and the area left graded to facilitate proper drainage. The access road shall be returned to condition to meet the original specification by replenishing road aggregate, repairing road damage, such as ruts, gouges and weather damage that may have occurred during the course of construction. All non-agricultural areas of the DECo Project which have been disturbed will be seeded. Seeding will be approved by landowner and meet any regulatory requirements. Areas

that were originally agricultural use that will return to agricultural use will be decompacted and left in a condition ready to return to agricultural use.

6.0 CIVIL INFRASTRUCTURE

IWDM shall be responsible for the design and installation of all required temporary and permanent civil infrastructure for the DECo Project as required herein. This will include all of the necessary access roads for each WTG site, crane path to and between each WTG site and the crane pads and staging areas at each WTG site.

Site Preparation and Restoration:

IWDM will prepare each of the thirty-seven (37) WTG sites or fifty-six (56) WTG sites, depending on the option elected by DECo, for the foundation installation and the erection of each WTG. Preparation shall include the necessary clearing and grubbing necessary to access the area necessary for performing the Work. Topsoil shall be removed from the areas being worked and shall be stockpiled near locations for later use in site restoration. A fifteen (15) foot wide band of crushed rock, six (6) inches thick, shall be placed surrounding the base of each erected WTG foundation pedestal. The padmount transformer will be located within the 15 foot band of crushed rock surrounding the WTG.

Access Roads:

IWDM will be responsible for access roads from the newly upgraded public roads to the WTGs. The access roads will be designed and constructed suitable for use during construction. While the roads used for construction must be designed and built to suit construction needs, the permanent access road left after completion shall be sixteen (16) feet wide, and consist of a minimum of eight (8) inches of crushed stone (unless rock is encountered) or other equivalent material. To the extent practical based on existing grades and the requirement to facilitate proper drainage, the finished elevation of the access roads shall be level with existing grade conditions including terraced agricultural fields. Roads shall not be constructed on natural slopes steeper than two horizontal over one vertical (2:1). While constructing the access roads IWDM shall strip and stockpile the topsoil for site restoration in a manner that will allow IWDM to integrate permanent construction into contours of the existing grade to preserve drainage to what existed prior to construction. As needed, culverts or field drain tile inlets shall be provided to prevent the ponding of water as a result of the construction of the roads.

Public Haul Roads:

A transportation analysis will by prepared by IWDM to determine which roads shall be used for construction transportation. IWDM will have the responsibility to repair those damages caused by construction in accordance with the requirements of the Gratiot County Road Commission at the conclusion of construction.

Crane Path:

The route of crane travel throughout the Project from WTG site to WTG site will be selected after consultation with Project landowners and local road officials. The route of crane travel shall minimize paths through any wetlands within the Project area.

7.0 WTG FOUNDATIONS

IWDM will be responsible for obtaining the geotechnical conditions and the loading and foundation requirements for the WTGs and designing and installing each of the foundations. The Work is based upon the use of an octagonal mat type foundation of nominally 50' diameter and 8' thickness from the base to the top of the pedestal. The foundation base is assumed to rest upon in situ soil without the need for engineered backfill unless otherwise indicated by the geotechnical information. Foundation backfill compaction using the in situ soils and subgrade preparation must meet the requirements specified by the foundation design engineer. Foundations should be graded to prevent ponding.

Design:

IWDM will be responsible for the design and installation of the foundations in accordance with the recommendations of the geotechnical reports and based upon the loading and general configuration information provided by the Turbine Supplier in Exhibit A-1. IWDM is responsible for any additional geotechnical information for the foundation design that is necessary. IWDM shall supply and install necessary rebar, anchoring devices, templates, embedment rings, anchor bolts, and conduits.

Excavation:

The site shall be graded in accordance to foundation drawings to prevent water ponds, and maintain the depth of the cover fill specified in the drawings. The excavation shall be kept free of water ponding immediately prior to concrete placement. Soils shall be excavated to IWDM engineer's defined limits, and a lean concrete surface (i.e., mud mat) shall be placed to protect the sub-grade to the limits of the foundation footprint. Prior to placing the protective lean concrete surface, the sub-grade shall be inspected by the third party independent inspector, and the soil type, groundwater conditions, drain tile locations, and other subsurface conditions recorded to confirm the subgrade conditions are consistent with that anticipated by the foundation design.

Concrete and Steel Reinforcing:

Concrete shall be provided in compliance with all applicable standards and requirements, and shall comply with the foundation design specifications. IWDM shall provide concrete placement and testing procedures as part of the QA/QC Plan. All necessary chairs, standees, dobies, and tie wire to support the rebar and prevent movement or deflection of the mats during placement of the concrete shall be

supplied by IWDM. The concrete shall have a minimum 5,000 psi compressive strength value after 28 days or higher strength as specified in the Design Documents.

Anchor Bolts and Embedment Rings:

All embedment rings required for aligning the foundation anchor bolts needed for executing the Project will be installed in compliance with the Design Documents. Embedment rings will be placed level, and measures will be taken to prevent movement during concrete placement. A template ring will be used to set anchor bolt plumbness and position, and a sealant shall be applied between the anchor bolt and sleeve to prevent water penetration. After the installation of the lower tower section, and grouting of the base plate, all anchor bolts shall be tensioned to the force defined on the Design Documents.

Installation:

The foundation installation shall include, but is not limited to, the excavation, forming, rebar and other embed installation and the placement and testing of the concrete. The foundation installation shall be performed in accordance with the recommendation of the Design Documents and the geotechnical report. Upon completion of the installation all debris and rubbish shall be removed from the area around the foundation, provide any final grading to assure positive drainage away from the foundation, and provide PVC or other caps on the outside ring of anchor bolts. All grouting shall be in accordance with the grout manufacturer installation requirements. Concrete and grout placement and testing procedures shall be provided as part of the QA/QC Plan. Foundation backfill shall be compacted and placed within the limits of the full depth of the foundation excavation at least consistent with the in situ density of the surrounding unexcavated material as indicated on the Design Documents. Fill shall be placed in maximum loose lifts of 12 inches to achieve specified density or as specified by the Design Documents. The foundations shall be left in a clean and smooth condition upon completion.

Crane Pads:

IWDM shall construct a crane pad at each foundation to facilitate erection of each WTG.

8.0 WTG INSTALLATION

All WTGs shall be received, installed and commissioned in accordance with the WTG Technical Specification.

Installation of Tower:

The tower sections shall be installed in accordance with the technical requirements of the Turbine Supplier’s installation manual included herein as Exhibit A-1.

Installation of WTG:

The WTG shall be installed in accordance with the technical requirements of Turbine Supplier's Technical Specifications included in Exhibit A-1.

Tower Wiring:

The tower wiring shall be installed in accordance with the technical requirements of the Turbine Supplier's installation manual included herein as Exhibit A-1.

FAA Lights:

FAA lights, mounting brackets and associated hardware shall be installed on the -designated WTGs according to the requirements of the FAA, light manufacturer and the Turbine Supplier (as described in Exhibit A-1). The FAA Lights shall be synchronized to flash simultaneously.

Mechanical Completion:

Mechanical Completion of each WTG shall be according to the WTG Mechanical Completion Checklist.

9.0 COLLECTION SYSTEM

The Collection System plans assume that three (3) 34.5 kV feeders make up the collection system to aggregate the output of all WTGs at the 138 kV Substation. The final design shall be based on the field thermal resistivity data from the geotechnical report.

Pad mount Transformer:

A pad mount transformer shall be provided for each WTG to step up the WTG output voltage to 34.5 kV. Each pad mount transformer is complete with two (2) ±2.5% taps and two-way load break switches to allow removal of a unit from service without interrupting the operation of other units on the branch circuit. The foundation for each transformer shall be a pre-fabricated fiberglass vault. Transformer installation shall provide positive sealing between transformer and base and at all access doors to preclude rain and snow from entering the transformer. A padmount transformer shall be located outside the base of each WTG at a 90 degree angle to the access door. All connections located below grade or in secondary pedestals shall be made with pre-insulated secondary connector blocks. All secondary phase terminal connections shall be insulated to lug connection, and in accordance with the Design Documents.

Routing:

The Collection System will be routed to minimize losses, to facilitate constructability and to minimize the impact to the surrounding area. The Collection System will

consist of buried power cable and the necessary connections, termination kits, and junctions to connect the padmount transformers to the substation. The Collection System will also include the necessary cable and connections to connect the WTG to the padmount transformer. Underground cables shall be new-production run-first quality, class "B" conductor, 90 deg C insulated with EPR or XLPE insulation, Concentric Neutral and overall PVC jacket. Routing of the circuits will be on land under easement from local landowners and possible Township Roadway Rights-of-Way. Bollards shall be constructed of pipe and concrete caps. All bollards shall be approximately the same height above finish grade. Circuit layout and run length shall be designed to minimize the number of cable splices. Cable splices shall be of pre-molded rubber, heat shrink, or cold-shrink type, and of the correct voltage rating. Bends will not be permitted within twenty four (24) inches of the end of a splice, and splices in ducts are prohibited. Minimum turning radius shall be not less than manufacturer's and/or engineers recommendation. Polyethylene (PE) type conduit shall be installed for all tunneling/boring.

Grounding:

Each WTG shall have a dedicated lightning grounding system. A grounding grid test shall be performed after installation to demonstrate performance. A resistance to remote earth of ten (10) ohms or less is preferred. If grounding resistance, as tested, is not below ten (10) ohms the grounding system shall be reviewed with the WTG supplier and the design engineer to determine if the achieved level is acceptable for protecting the WTG or if additional grounding material is required.

Trenching:

Trenching for the Collection System shall be performed in a manner that will minimize impacts to the surrounding area. The trench and surrounding area disturbed during the installation shall be cleaned up and restored to its as near as practicable to its prior condition as soon as drain tile repairs can be completed. The Miss Dig System shall be notified prior to the commencement of underground construction and all subsurface facilities shall be identified before trenching begins. The starting and terminating points of the trenching operation shall be excavated prior to cable installation to assure sufficient burial depth. Any streams or wetlands will either be avoided or, in the event of a need to cross, will be bored under to eliminate adverse impacts to the area and the need for permitting the crossing. In the event the impact to the stream would be minimal enough to avoid permitting a crossing will be allowed. The minimum collection system cover depth throughout the entire Project shall be 48 inches.

Sectionalizing Equipment:

All equipment shall be set on pads or ground sleeves bedded with crushed rock or other means to prevent entrance by rodents. The surrounding earth shall be disturbed as little as possible, and sloped as to provide drainage away for the enclosure to

minimize water infiltration. All equipment shall be dead front with an external "Caution" sign visible to anyone attempting entry, and a "Danger" sign visible when the enclosure is open, in accordance with ANSI Z535.2. All equipment shall have ground nut provision for each phase.

Sectionalizing cabinets shall be adequately sized to accommodate up to three (3) terminating 34.5 kV circuits using non-load break elbows. Sectionalizing cabinets shall be grounded with a minimum of two (2) 5/8" diameter x 10' copper bonded ground rods and copper cable connected to rods and concentrics of each cable in a loop connection. Cabinets shall be equipped with universal junction mounting plates for mounting 34.5 kV dead-break junctions.

Low Voltage Cabling:

The source side cabling at each WTG shall be 690 volt class, having minimum load of 1500 amps per phase at a 100% load factor. The circuits of parallel circuit's cables shall be installed in schedule 40 PVC, conduits installed from the pad mount transformer to the WTG termination point. Single conductor cables shall be class "B" copper conductor or Aluminum, with insulation rating of 90°C. The 690 volt cable shall meet or exceed NEC Type RHH, RHW-2 or THHN/THWN. No underground splicing shall be acceptable under any circumstance. Minimum turning radius of conductors shall be not less than the manufacturer's recommendation.

A grounding conductor shall be run in each conduit from the transformer to the WTG and shall be sized as required by NEC Art. 250 – Grounding Conductors.

Cable Identification:

Completed cabling shall be identified and marked at each end. Continuity shall be determined by grounding the conductor at the source and measuring with an ohm-meter at the load end of the cable. Immediately after each conductor test, the cable end shall be marked with color element resistive vinyl tape. The colors shall be designated as Brown for A-phase, Orange for B-phase and Yellow for C-phase. After the continuity tests are performed and the cable ends are terminated, the cables shall be identified and tagged. Each cable in a switch, sectionalizing cabinet, transformer, etc. shall be identified by circuit number, phase, and location of the opposite end. The identification tags shall be of a permanent type done on plastic or stainless steel metal tags. Tags shall be securely attached to the cable. Paper or cloth types are not acceptable. Identification shall include the feeder number and direction; for example, feeder #1 (WTG #1 – WTG #2).

Testing:

Complete quality control testing of the cables for the Collection System shall be performed utilizing standard testing procedures included in the approved QA/QC Plan. Required tests for the Collection System include a continuity test, VLF testing,

megger testing, and installed length measurement. A written record of leakage current during testing shall be documented.

Uniformity:

Where multiple units of a product are required for the electrical work, IWDM shall provide identical products by the same manufacturer without variations, except for sizes and similar variations as indicated, when possible.

Fiber Optic Communication Cable:

The cable should feature standard 9/125 Single Mode fibers. A fiber layout identifying fiber runs shall be provided. The core tube should include 12 strands of fiber, at a minimum. Fiber placed directly in the trench with the Collection System shall be in an extruded duct.

Underground Pipeline Crossing:

Potential underground pipelines exist in the Project area. This includes underground gas pipelines that may be located throughout the Project site. Office and field location and identification of such pipes and equipment shall be made to allow safe work and to avoid impact to that pipe and equipment. During construction activities, underground pipelines will be avoided whenever possible and IWDM shall make repairs in the event any of the underground pipelines are damaged. All pipeline owner requirements shall be followed for any crossings or repairs. IWDM shall use Prudent Engineering Practices and make all efforts to locate, relocate where required, minimize and mitigate breakage of oil collection piping, and avoid potential spills.

Arc Flash Hazard Analysis:

Through IWDM's electrical engineer, an Arc Flash Hazard Analysis ("AFHA") will be performed on the entire Project, and will include all points of electrical interface. The AFHA will be based on the requirements given in NFPA 70E-2009 and IEEE 1584 and shall indicate the "Incident Energy" in calories per square centimeter at all point of interface and the standard working distance, the corresponding risk category, and the flash protection boundary. The results of the AFHA shall be used as a tool for the electrical design of the Project. The system design should attempt to minimize Incident Energy levels at all operator interfaces, in particular with regard to the following points:

- Particular attention should be paid to locations at Risk Category 4 (incident energy levels of 40 cal/cm^2 or more). If incident energy levels at these locations cannot be reduced, then IWDM shall either provide equipment so that operations at that location can be performed remotely; or the system shall be designed and a procedure provided such that no

operations are performed on energized equipment at that location.

- Following all design, a final AFHA shall be performed and in accordance with NFPA 70E, labels shall be prepared to warn personnel of arc flash hazard and Risk Category.

IWDM shall, in accordance with ANSI-Z535 and NFPA 70E requirements, prepare labels with this information to warn personnel of the arc flash hazard, as well as to assist them in selecting the proper level of personal protection equipment for protection in the event of an arcing fault.

Labeling:

All transformers, junction boxes, electrical panels, cabinets, disconnects, major equipment or components shall have permanent, weatherproof labels. Lettering for the panels and equipment shall be a minimum of ½" high. Labels shall be permanently installed by gluing or screwing to equipment covers. Labels shall show panel or load name and circuit fed from, along with applicable equipment designation as provided by DECo.

10.0 34.5 kV-138 kV SUBSTATION

The Project will be connected to a new shared Substation. The Substation will be connected to a Transmission Utility's Interconnection Switchyard via a 138kV approximately 5 mile single circuit Transmission Line.

Substation:

The Substation will step up the voltage of the Power Collection System from 34.5 kV to 138 kV. The DECo owned portion of the Substation will consist of, but not be limited to the following:

a) Transformer #1
b) 138 kV high-side disconnect switch for Transformer #1
c) Common 138 kV conductor, bus work, insulators, and bus structure located between Transformer #1 and the 138 kV group operated disconnect switch
d) 138kV 2000A power circuit breaker located on the high side of Transformer #1
e) 34.5 kV low-side disconnect switch for Transformer #1
f) 34.5kV low-side power circuit breaker located on the feeder positions
g) Protection relays and associated wiring for Transformer #1 and Bus#1
h) Revenue metering equipment installation including sets of revenue current transformers on Transformer #1 High Side with associated revenue meters installed in Control House.
i) Three 138 kV surge arrestors mounted on high side of Transformer #1

j) Three 34.5 kV surge arrestors mounted on low side of Transformer #1
k) Three 34.5 kV Bus voltage transformers
l) Common 34.5 kV conductors, bus work, insulators, and bus/collection system structure.
m) Control and relaying equipment in the Control House (as defined herein) related to Transformer

IWDM and DECo shall jointly own the following portion of the Substation:

a) Relaying and automation systems specific to the 138kV Transmission Line.
b) Overhead 138 kV bus work including steel structures and foundations in Substation from termination of the Transmission Line conductors to the line side of the 138 kV, 2000 amp switch on Transformer #1, including bus work to the line side of the 138 kV 2000 amp switch on Transformer #2
c) The 138kV line manual disconnect switches break group and the 138kV bus CCVT's
d) Certain shared equipment in and portions of the Control House located in the Substation including the Control House structure, AC & DC panelboards, batteries, and battery charger.
e) Primary and redundant fiber optic lines and communications equipment for the transmittal of metering and operational data from the Substation to the Interconnection Facilities
f) Telephone line in Control House for verbal communication and emergency purpose.
g) Access roads to the Substation
h) Substation common items such as perimeter fence with gates, static masts with shield wires, grounding grid, substation lighting, and 120/240 alternate station power from the localdistribution.
i) GE Wind Farm Management System for WTGs.
j) Fiber optic communication line that runs between the Substation and the O&M building.
k) Station Service (as defined herein) transformer and fused disconnect switch

Transformer #1:

One power transformer with the following characteristics shall be installed in the Substation for the DECo Project:

a) winding configuration: three-phase, three-winding, grounded-wye to grounded wye , delta tertiary

b) voltage: 34.5/138kV

IWDM shall perform field commissioning and testing of the power transformer in accordance with the transformer manufacturer's recommended.

Transformer pad shall include appropriate containment and a sump and pump. Sump and pump will be manually operated and include a discharge pipe with a locked valve extending to beyond the Substation boundaries.

Metering:

Transmission Utility shall supply and install 138 kV revenue metering equipment at the Interconnection Point at the new electric interconnection switchyard. Metering information will be provided by Transmission Utility and the necessary conduit and cabling shall be provided to bring the metering information from the new 138kV Interconnection Switchyard to the Wind Farm Management System in the Substation Control House. Separate 138 kV revenue quality metering equipment in the Substation and all necessary conduit and fiber cable to bring metering information to the Substation Control House and telemetry equipment to send metering information to Interconnection Facilities and DECo's designated location. The revenue metering equipment includes, but is not limited to:

Revenue quality voltage transformers and current transformers.

Square D PowerLogic ION 7650 meters

Patch connections will be made to the DECo supplied SCADA cabinet.

Relaying:

Protective relays required for 138 kV and 34.5kV bus protection, Transformer #1 protection, and Collection System feeder protection will be installed in the Substation.

All relays shall be tested in accordance with the relay manufacturer's recommended practices, and final certified test reports shall be submitted for the protective relays prior to energization. The reports shall include a list of the relay test equipment including manufacturer, model number, and date of last calibration.

Station Service:

Normal Station service, which shall be shared by IWDM and DECo, shall be supplied to the Substation through transformers located at the 34.5kV bus. A backup power connection will be provided by the local utility to the Substation. The backup power feed shall be accomplished via a manual transfer switch. The utility power will only be used as an emergency source only.

Site Preparation:

Clearing, grubbing, grading and drainage installation for the Substation shall be performed in preparation of Substation construction.

Control House:

A new shared Control House structure, which shall be jointly owned by IWDM and DECo, inside the fenced area of the Project Substation shall be constructed. The Control House will include sufficient area for operations and maintenance of equipment. The Control House will contain all communications, relaying, DC power, and batteries necessary for proper operation of the Substation.

IWDM shall provide the WTG SCADA design for the Project and shall perform all programming for the WTG SCADA system. A temperature controlled area shall be reserved for placement of the WTG Supervisory Control and Data Acquisition (SCADA) rack, Wind Farm Management System (WFMS), associated computer and desk, and a communications rack.

A minimum of one (1) 115V 20 amp circuit and one (1) 115V 30 amp circuit for the WTG SCADA rack, one (1) 20 amp circuit for the WFMS, and four (4) 115 V 20 amp circuits for the computer desk and communications rack shall be provided per design drawings. Conduit shall be provided from the ground into the Substation Control House for the fiber communications from the WTGs. IWDM will pull the fiber and the power cables into the Control House.

IWDM shall install, terminate, and test the fiber communication circuits to the WTG SCADA rack fiber patch panel (supplied with WTG SCADA). IWDM shall also provide a hard wired current transformer (CT's) signal and potential transformer (PT's) signal from the high side of the GSU to the WFMS cabinet.

IWDM will unload and install the cabinet for the WFMS and rack for the SCADA system into the Substation Control House. IWDM shall be responsible for connecting the power supply and hard wired PT and CT signals to the WFMS, according to the wiring diagram that shall be provided by Turbine Supplier. A communications line shall be included between the WFMS cabinet and the SCADA rack within the control house.

Additional SCADA Equipment:

IWDM shall provide the WTG SCADA design for the Project. IWDM shall furnish and install the following WTG SCADA equipment at the Project site:

a. One Schweitzer Engineering Laboratories SEL-2032 Communications Processor P/N 203203X344G0XX

b. One Schweitzer Engineering Laboratories SEL-2701 Ethernet Processor P/N 2701G0X

c. One Schweitzer Engineering Laboratories SEL-2407 Satellite-Synchronized clock, equipped with the following features:

- GPS Antenna with 75 feet of cable
- Clock with 19-inch, rack-mount bracket

The IRIG-B output from the satellite clock shall be connected to the SEL-2032 and the SEL 2407. IWDM shall furnish and install all necessary serial communications cables between the SEL-2032 and protective relays, and the cables shall be specified so that the IRIG-B time synchronization signal is transmitted to all relays from the SEL-2032.

Arc Flash Hazard Analysis:

The AFHA described in section 9.0 shall include all points of electrical interface in the Substation as well as the Collection System, and the WTGs.

Labeling:

Installation of permanent, weatherproof labels on all circuit breakers, junction boxes, electrical panels, cabinets, disconnects, major equipment or components shall be made by IWDM. Lettering for the panels and equipment shall be a minimum of ½" high. Labels shall be permanently installed by gluing or screwing to equipment covers. Labels shall show panel or load name and circuit fed from along with applicable equipment designation as provided by DECo.

Communications Lines:

Phone and internet service consisting of One T1 line and one dial-up land lines for the Substation shall be arranged for and installed by IWDM to a termination cabinet in the Control House. The need for additional ground fault equipment for the communications lines will be determined through discussions with the local telcom provider. The communications lines between DECo's designated facilities and the Control House shall be provided by IWDM and shall be fiber cable.

11.0 138 kV TRANSMISSION LINE

The 138 kV transmission line, which shall be jointly owned by IWDM and DECo, will be approximately 5 miles in length and connect the new Substation to the new 138 kV Interconnection Facilities constructed by Transmission Utility. The Transmission Line will terminate at a dead end structure inside the Interconnection Facilities.

Poles shall be H frame or single pole construction, direct imbedded as shown in Design Documents.

Conductors shall be 954 kcmil ACSR "Rail" as shown in Design Documents.

Communications line shall be installed on pole line from collection substation to Interconnection Facilities.

Interconnection Point location: The Interconnection Point is located in Midland County, MI, in Transmission Utility's new 138 kV Interconnection Facilities located on 11 Mile Road, off Wisner, 5.5 miles north of Breckenridge, Michigan.

EXHIBIT B
Build-Transfer Contract

This Exhibit redacted in its entirety.

EXHIBIT C
Build-Transfer Contract

WARRANTY TERMS FOR BOP SUBCONTRACTOR

Relevant defined terms:

"Defect" means any non-cosmetic defect or non-conformance in the Work, resulting from faulty installation, and/or manufacture (including design), or Contractor design that fails to meet the Contractor standards of performance described in Section 2.11, including premature wear and failure of such parts, components, or systems, and premature wear and failure of adjacent parts, components, or systems directly or indirectly caused by such Defect.

"Good Utility Practice" means those practices, methods, acts and equipment that are commonly used in electric utility engineering consistent with that degree of care and skill ordinarily exercised by other engineers on facilities of the type and size similar to the Project and exercising reasonable judgment in light of the facts known at the time an engineering decision was made.

"Prudent Wind Industry Practices" means those practices, methods, standards and acts (including those engaged in or approved by the wind power industry for similar facilities in the United States) that at a particular time in the exercise of reasonable care in judgment would have been expected to accomplish the desired result in a manner consistent with Applicable Laws.

"Warranty" means the Warranty described in Section 12.2.

"Warranty Period" means the period of time during which the Warranty is in effect. The Warranty Period shall begin on the Substantial Completion date and shall continue for eighteen (18) months; provided, however, such Warranty Period may be extended as set forth in Section 12.3.

"Work" means the systems and items described in the Scope of Work and the designing, engineering, procuring, installing, constructing, commissioning and testing of those systems and items designated in the Scope of Work by Contractor, all to be completed in accordance with the Scope of Work; provided, however, that in no case will the Scope of Work include designing, engineering, commissioning and testing of the WTGs. The term "Work" specifically does not include (i) any contractual rights or authorizations necessary for the production, delivery, and sale of electrical power produced by the Project, or (ii) any contractual rights or permits for which Contractor is not responsible pursuant to this Agreement.

Relevant Sections or portions of Sections:

Section 2.11 Standards of Performance. Contractor shall perform and prosecute all Work in accordance with the terms and conditions of this Agreement, including all requirements of the

Scope of Work using reasonable care and in compliance with all Applicable Laws and Permits required for the completion of the Work, using methods and equipment that are accepted as Good Utility Practices and Prudent Wind Industry Practices. Contractor shall design and engineer the Work using registered professional engineers and architects licensed to practice their respective disciplines in the State of Michigan as required by all Applicable Laws.

Section 12.1 No Liens. Contractor warrants that, upon receipt of payments as provided in this Agreement, Contractor shall render the Project, other property of Owner and the Project Site free and clear of any and all liens, claims, security interests or other encumbrances asserted or created by Contractor or any Subcontractor or Supplier relating to the Work.

Section 12.2 Warranty. The Work (a) shall be constructed and installed in a workmanlike manner using new materials, (b) shall meet the requirements of this Agreement (including the Scope of Work), (c) shall be fit for the purpose intended, and (d) shall be and remain free from Defects in materials and workmanship for the Warranty Period (the "Warranty").

Section 12.3 Remedy for Breach Of Warranty.

(a) If the Warranty is breached, then Owner shall give written notice of the breach with reasonable promptness following Owner's discovery thereof and in no event later than thirty (30) days after the expiration of the Warranty Period, and Contractor shall promptly repair or replace the defective materials, equipment, parts or defective workmanship, at the cost and expense of Contractor including the removal, replacement and reinstallation of equipment and materials necessary to gain access, transportation and all other costs incurred as the result of the breach of the Warranty. Any part of the Work so repaired, replaced or corrected shall be similarly warranted for a period of twelve (12) months from the later of the date of such repair, replacement or correction, or until the end of the Warranty Period. The decision whether to repair or replace shall be made by Contractor, subject to the approval of Owner, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that any replacement shall be with new materials. If Contractor does not use its reasonable efforts to commence and diligently pursue a remedy within fourteen (14) days after written notice of a breach other than a breach affecting power generation, Owner, after written notice to Contractor, may perform or have performed by qualified and experienced third parties the necessary remedy consistent with the Scope of Work and Contractor shall be liable for all reasonable direct costs (plus allocable overhead), charges and expenses (including transportation and expediting fees) incurred by Owner in connection with such remedy. If a breach of the Warranty affects power generation by an individual WTG, Contractor shall commence and diligently pursue a remedy within three (3) Business Days after written notice from Owner. If a breach of the Warranty affects power generation on one or more circuits of the Collection System, Contractor shall commence and diligently pursue a remedy within one (1) Business Day after written notice from Owner. If Contractor does not so commence and diligently pursue a remedy, Owner may perform or have performed by qualified and experienced third parties the necessary remedy consistent with the Scope of Work and Contractor shall be liable for all reasonable direct costs (plus

allocable overhead), charges and expenses (including transportation and expediting fees) incurred by Owner in connection with such remedy.

(b) Design and Engineering. Contractor shall re-perform correctly any engineering or design Work that does not satisfy all of the warranties set forth in this Article 12 and perform or cause to be performed remedial construction work or rework that is required to effect such re-performed engineering or design Work, all at the cost and expense of Contractor.

(c) Damage Repair. Contractor shall be responsible for all costs necessary to determine the need for, and to secure access to and perform, remedial Work and to re-install and restore facilities following such remedial Work, including cost of parts, consumable materials, equipment, transportation and labor. Contractor shall also be responsible for and replace or repair any damage to the Project or Owner's property caused by any warranty failure or resulting from Contractor's warranty work hereunder.

Section 12.4 Assignment of Subcontractor and Supplier Warranties. Contractor shall cause all Subcontractor and Supplier warranties to be assignable to Owner or Owner's designee; and upon completion of all Warranty obligations of Contractor hereunder, Contractor shall assign to Owner or its designee any Subcontractor and Supplier warranties still in effect.

Section 12.5 No Implied Warranties. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CUSTOM, USAGE OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDINGS THAT EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE PROJECT OR WORK. NO OTHER WARRANTY, ORAL OR WRITTEN, WHICH MIGHT HAVE BEEN GIVEN BY AN EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR IS AUTHORIZED BY CONTRACTOR. CONTRACTOR IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY ALLEGED BREACH OF THE WARRANTIES GIVEN IN THIS AGREEMENT TO THE EXTENT CAUSED BY OR ARISING OUT OF:

(a) ORDINARY WEAR AND TEAR IN THE OPERATION OF THE PROJECT;

(b) ALTERATIONS OR REPAIRS CARRIED OUT BY PERSONS NOT AUTHORIZED BY CONTRACTOR (EXCEPT FOR REPAIRS PERFORMED BY THIRD PARTIES PURSUANT TO THE PROVISIONS OF SECTION 12.3(a) DUE TO NON-PERFORMANCE BY CONTRACTOR);

(c) SERVICES PROVIDED BY, OR THE USE OF MATERIALS, EQUIPMENT, LAYOUTS OR DESIGNS SUPPLIED OR REQUIRED BY, ANY PARTY OTHER THAN CONTRACTOR, SUBCONTRACTORS OR SUPPLIERS UNLESS APPROVED BY CONTRACTOR IN WRITING, UNLESS SUCH ACTION BY SUCH OTHER PARTY IS PERFORMED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN SECTION 2.11;

(d) A FORCE MAJEURE EVENT; OR

(e) AN UNFORESEEN SUBSURFACE CONDITION.

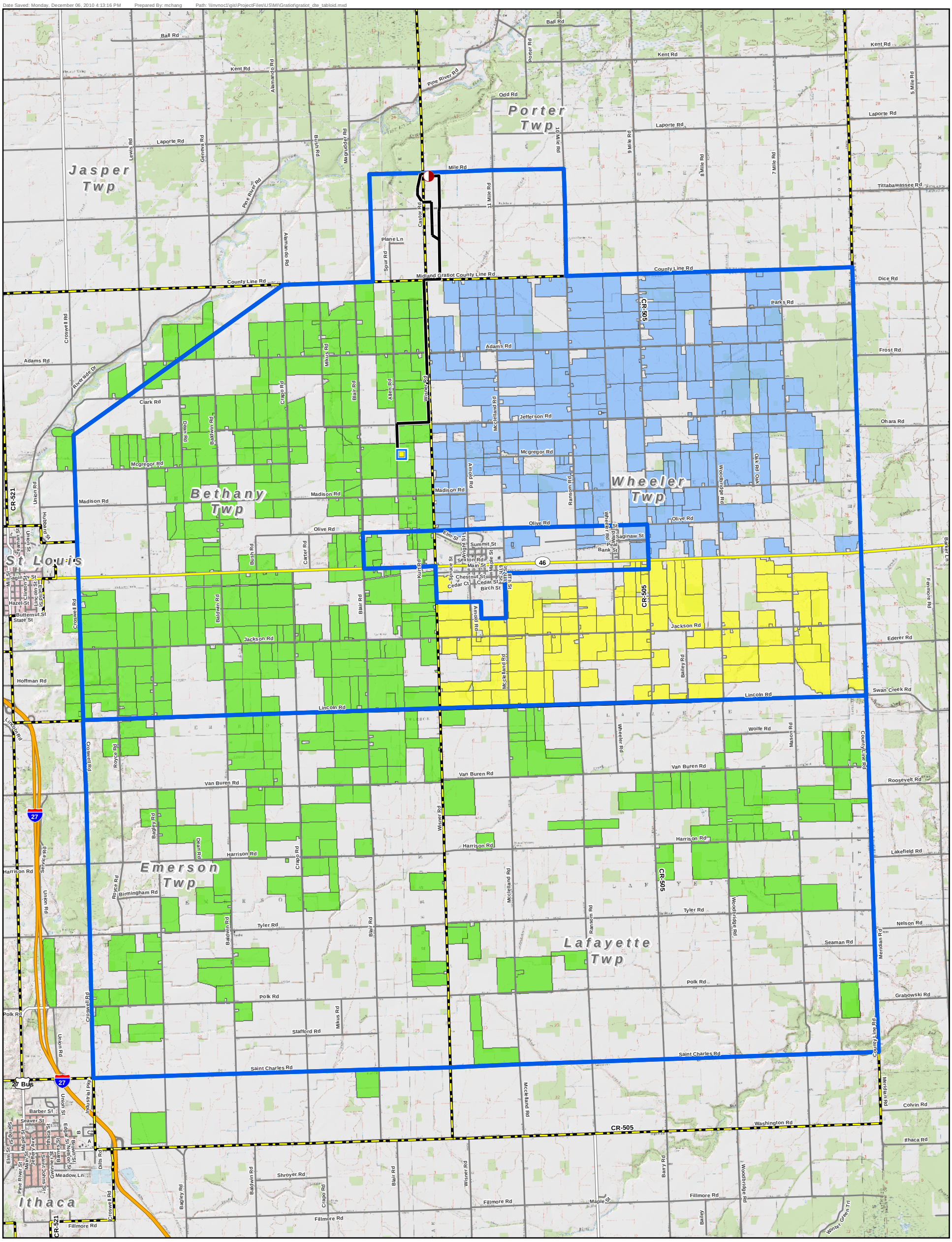
[Note: The BOP Subcontractor's liability for warranty claims will be subject to the aggregate dollar limitation of liability and disclaimer of consequential damages set forth in the BOP Subcontract. The aggregate dollar limitation of liability typically is 100% of the contract price under the BOP Subcontract, with exceptions to the limitation for (i) liability due to gross negligence, fraud and willful misconduct and (ii) indemnity obligations.]

EXHIBIT D-1
Build-Transfer Contract

DESCRIPTION OF DECO FACILITY SITE (MAP)

Please see attached.

Date Saved: Monday, December 06, 2010 4:13:16 PM Prepared By: mchang Path: \\Invnoc1\gis\ProjectFiles\USMI\Gratiot\gratiot_dte_tabloid.mxd



Legend

- Collection Substation
- Interconnect Switchyard
- Proposed Transmission Line
- Invenergy (110.4 MW)
- Build Transfer Property (59.2 MW)
- Build Transfer Property (30.4 MW)
- Parcel Boundary
- Township Boundary
- Gratiot Project Area

N

4,000 0 4,000

Feet

Proposed Land Easement Control

Gratiot Wind Energy Project, Gratiot County, Michigan

Rev. 03

December 06, 2010

Invenergy

One South Wacker Drive Suite 1900
Chicago, Illinois 60606
(312) 224-1400

EXHIBIT D-2
Build-Transfer Contract

GENERAL FORM OF SITE AGREEMENT

This Exhibit redacted in its entirety.

EXHIBIT D-3

Build-Transfer Contract

LIST OF DEVIATIONS FROM GENERAL FORM OF DECO FACILITY SITE AGREEMENT IN EXECUTED DECO FACILITY SITE AGREEMENTS

This Exhibit redacted in its entirety.

EXHIBIT D-4
Build-Transfer Contract

FORM OF ASSIGNMENT
(DECO FACILITY SITE AGREEMENTS)

Please see attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is made as of _____, 201___, by Invenergy Wind Development Michigan LLC, a Delaware limited liability company ("Assignor"), of _____, and The Detroit Edison Company, a Michigan corporation ("Assignee"), of _____.

RECITALS:

A. Gratiot County Wind LLC ("Gratiot") entered into those certain agreements encumbering certain property as set forth on Exhibit A attached hereto and incorporated herein by this reference, (the "Agreements"),

B. By way of that certain Assignment and Assumption Agreement dated _____, 201__ between Gratiot and Assignor, Assignor was assigned all of the rights and obligations under the Agreements, including the right to develop, operate and maintain windpower generation facilities (as more particularly defined in the Agreements) on the property encumbered by the Agreements.

B. Pursuant to that certain Build-Transfer Contract dated _____, 2010 ("BTC") and in accordance with the terms hereof, the parties desire that Assignor assign its rights under all [OPTIONAL: or part of the Agreements] as more particularly described on Exhibit A (the "Assigned Interests") to Assignee and that Assignee assume the obligations of Assignor for the Assigned Interests.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Conveyance and Assignment. Effective as of the date hereof, Assignor hereby assigns and conveys to Assignee, all right, title and interest of Assignor in and to the Assigned Interests.

2. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment and agrees to perform and discharge, and assumes all obligations of Assignor under the Agreements as they relate to the Assigned Interests.

3. Release of Assignor. Assignee hereby releases Assignor from its obligations under the Agreements as they relate to the Assigned Interests with regard to any claims, causes of action, damages or liabilities which accrue after the date of this Assignment; provided, however, that Assignor's obligations set forth in the BTC, specifically the indemnifications set forth in Section 15.1 thereof, shall not be affected or limited in any way by this release.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the law of the State of Michigan.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures are on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their behalf, on the date first above written.

ASSIGNOR:	**ASSIGNEE:**
INVENERGY WIND DEVELOPMENT MICHIGAN LLC	**THE DETROIT EDISON COMPANY**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

[Notaries are on next page]

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this ____ day of _____, 2010, _____, who executed the foregoing instrument, and acknowledged the same, on behalf of **Invenergy Wind Development Michigan LLC**.

(S E A L)

_____
Name:
Notary Public, _____ County, Illinois
Acting in the County of _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2010,_____ _____, who executed the foregoing instrument, and acknowledged the same, on behalf of the **Detroit Edison Company**.

(S E A L)

_____
Name:
Notary Public, _____ County, _____
Acting in the County of _____
My Commission Expires: _____

Prepared by and return to after recording:
Invenergy Wind Development LLC
Attn: Daniel J. Kach, Esq.
1 S. Wacker Dr., Suite 1900
Chicago, IL 60606

Exhibit A

Agreements and Legal Description of Assigned Property

(a) [INSERT AGREEMENT DESCRIPTION]

[INSERT PROPERTY DESCRIPTION]

(b)

EXHIBIT D-5
Build-Transfer Contract

DECO FACILITY LAYOUT

This Exhibit redacted in its entirety.

EXHIBIT E
Build-Transfer Contract

LIST OF PERMITS

Agency	Responsibility	Interest or Permit	Application/ Status
Federal			
Federal Aviation Administration	IWDM	Determination of No Hazard	Approved on 3/30/10 for preliminary layout, will be updated pending final layout.
U.S. Fish and Wildlife Service	IWDM	Migratory Bird Treaty Act and the Endangered Species Act	Consultation Only
National Oceanic and Atmospheric Administration	IWDM	Impact on NEXRAD weather radar	Consultation Only
National Registrar of Historic Places NRHP	IWDM	Cultural Study	Consultation Only
National Telecommunications and Information Administration-Department of Commerce	IWDM	Determine if project will impact Federal Government communication links	Consultation received on 12/7/09
State			
Department of Natural Resources	IWDM	Endangered species review and Avian & Chiropteran Study	Consultation Only
Michigan Department of Transportation	IWDM	Heavy and oversize load permits	Pending final layout
Michigan Department of Transportation	IWDM	Driveway permit for access roads	Pending final layout
Michigan Department of Natural Resources and Environment(MDNRE)	IWDM	General Permit F- sec 301 and 303	Pending final layout
Local			
Gratiot County Zoning Office	IWDM	Shoreland zoning permit	Site review on going

Gratiot County Highway Dept.	IWDM	Driveway permit	Pending final layout
Gratiot County Highway Dept.	IWDM	Work within right-of-way permit	Pending final layout
Gratiot County Highway Dept.	IWDM	Single-trip permit	Pending final layout
Bethany TWP	IWDM	Special Use Permit (SUP)	Approved 3/25/10
Wheeler TWP	IWDM	Special Use Permit (SUP)	Approved 3/25/10
Emerson TWP	IWDM	Special Use Permit (SUP)	Approved 3/25/10
Lafayette TWP/ Gratiot Co.	IWDM	Special Use Permit (SUP)	Approved 3/25/10
Bethany TWP	IWDM	Site Plan Approval	Pending final layout
Wheeler TWP	IWDM	Site Plan Approval	Pending final layout
Emerson TWP	IWDM	Site Plan Approval	Pending final layout
Lafayette TWP	IWDM	Site Plan Approval	Pending final layout
Bethany TWP	IWDM	Building Permit	Pending Site Plan approval
Wheeler TWP	IWDM	Building Permit	Pending Site Plan approval
Emerson TWP	IWDM	Building Permit	Pending Site Plan approval
Lafayette TWP	IWDM	Building Permit	Pending Site Plan approval

EXHIBIT F
Build-Transfer Contract

PPA

Please see attached.

Execution Copy

LONG-TERM NON-FIRM

RENEWABLE ENERGY CREDIT AND RENEWABLE POWER PURCHASE AGREEMENT

BETWEEN

THE DETROIT EDISON COMPANY

AND

GRATIOT COUNTY WIND LLC

AUGUST 10, 2010

TABLE OF CONTENTS

SECTION PAGE

EXHIBITS

LONG-TERM NON-FIRM RENEWABLE ENERGY CREDIT AND RENEWABLE POWER PURCHASE AGREEMENT

This Long-Term Non-Firm Renewable Energy Credit and Renewable Power Purchase Agreement is made and entered into as of August 10, 2010 (the "Effective Date") by and between THE DETROIT EDISON COMPANY, ("Buyer"), and GRATIOT COUNTY WIND LLC, a Delaware limited liability company ("Supplier"). Buyer and Supplier are referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Buyer is an operating electric public utility, subject to the applicable rules and regulations of the MPSC and the FERC, as defined herein;

WHEREAS, Supplier desires to build the Generating Facility, as defined herein, which is located in Gratiot County, Michigan, and which Supplier desires to designate as a Renewable Energy System, as defined herein, with the MPSC in order to comply with the requirements of this Agreement;

WHEREAS, the Parties intend that the electricity generated by the Generating Facility will comply with the requirements of the Clean, Renewable and Efficient Energy Act and satisfy a portion of Buyer's obligations under the Renewable Energy Credits requirements; and

WHEREAS, Supplier desires to sell to Buyer, all the Capacity, non-firm energy generated by the Generating Facility and all the associated Renewable Energy Credits and Renewable Energy Benefits and Buyer desires to purchase such Capacity, Energy, Renewable Energy Credits and Renewable Energy Benefits from Supplier, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Supplier, intending to be legally bound, hereby agree as follows:

1 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "10-Day Cure Period" has the meaning ascribed to the term in Section 25.2.

1.2 "30-Day Cure Period" has the meaning ascribed to the term in Section 25.2.

1.3 "Additional Turbines" has the meaning ascribed to that term in Section 10.4.1.

1.4 "Adjusted Delivered Amount" means, with respect to the calculation of a Shortfall for any Contract Year, the sum of the Delivered Amount for such Contract Year and the aggregate Deemed Delivered Amount for such Contract Year.

1.5 "Affiliate" means, with respect to any Person, each Person that directly or indirectly, controls or is controlled by or is under common control with such Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

1.6 "After Tax Basis" means a basis such that any payment received or deemed to have been received by a Party (the "Original Payment") under the terms of Sections 11.7.2(b), 19.1 and 20.2(b) of this Agreement, shall be supplemented by a further payment to such Party so that the sum of the two (2) payments shall equal the Original Payment, after taking into account (a) all Taxes that would result from the receipt or accrual of such payments, if legally required; and (b) any reduction in Taxes that would result from the deduction of the expense indemnified against, if legally permissible, calculated by reference to the highest federal and Michigan statutory Tax rates applicable to corporations doing business in Michigan and on a net present value basis by reference to the applicable federal rate then in effect under section 1274(d) of the Internal Revenue Code of 1986, as such Law may be amended or superseded.

1.7 "Agreement" means this Long-Term Non-Firm Renewable Energy Credit and Renewable Power Purchase Agreement together with the Exhibits attached hereto, as such may be amended from time to time.

1.8 "AREC Rate" has the meaning ascribed to that term in Exhibit 19.

1.9 "Availability Notice" means a notice delivered by Supplier to Buyer pursuant to Section 15.1 notifying Buyer of the availability of the Generating Facility.

1.10 "Base Hours" has the meaning ascribed to that term in Exhibit 19.

1.11 "Billing Period" has the meaning ascribed to that term in Section 9.2.1.

1.12 "BT Agreement" has the meaning set forth in Section 3.6.

1.13 "BT Facility" has the meaning set forth in Section 3.6.

1.14 "BT Option" has the meaning set forth in Section 3.6.

1.15 "Business Day" means any day other than Saturday, Sunday and any day that is a holiday observed by Buyer.

1.16 "Buyer" has the meaning set forth in the preamble of this Agreement and includes such Person's permitted successors and assigns.

1.17 "Buyer's Notice" shall have the meaning ascribed to that term in Section 2.5.1.2.

1.18 "Buyer's REC Account" means Buyer's Michigan Electric Service Provider Account and any successor thereto that is maintained for the purpose of tracking the production, sale, transfer, purchase and retirement of RECs by Buyer. For a description of Michigan Electric Service Provider Accounts, see the MIRECS Operating Procedure.

1.19 "Buyer's Required Regulatory Approvals" means the approvals, consents, authorizations or permits of, or filing with, or notification to the Governmental Authorities listed on Exhibit 9.

1.20 "Capacity" means the instantaneous rate at which Energy can be delivered, received or transferred measured in MW from the Generating Facility.

1.21 "Capacity Cure Period" has the meaning ascribed to that term in Section 10.3.1.2.

1.22 "Capped Costs" has the meaning ascribed to that term in Section 16.1.2.

1.23 "Change of Control" has the meaning ascribed to that term in Section 24.9.2.

1.24 "Clean, Renewable and Efficient Energy Act" means an act of the Michigan Legislature relating to energy and requiring certain providers of electric utility service to comply with the standards for renewable energy, and providing for other matters relating thereto, codified as Michigan Compiled Laws, chapter MCL 460.1001 to 460.1195 the regulations promulgations there under inclusive, as such Laws may be amended or superseded.

1.25 "Commercial Operation" has the meaning ascribed to that term in Section 10.3.1.

1.26 "Commercial Operation Date" means the date on or after June 1, 2011, on which Commercial Operation occurs.

1.27 "Commission" means with respect to an individual Wind Turbine, that such Wind Turbine (a) has been constructed in accordance with the requirements of the GIA and Good Utility Practice; (b) has achieved all requirements of the Wind Turbine Commissioning Checklist; (c) is energized and operates in parallel with the Transmission System; and (d) has delivered Energy to the Delivery Point.

1.28 "Confidential Information" has the meaning ascribed to that term in Section 29.1.

1.29 "Construction Contract" means the balance of plant contract governing the design, engineering and construction of, and the procurement for, the Generating Facility.

1.30 "Construction Start Milestone" means the Project Milestone specified in Section E) of Exhibit 6.

1.31 "Contract Representative" of a Party means the individual designated by that Party in Exhibit 4 responsible for ensuring effective communication, coordination

and cooperation between the Parties. A Party may change its Contract Representative by providing notice of such change to the other Party in accordance with the procedures set forth in Section 30.1.1.

1.32 "Contract Year" means each year beginning on January 1 and ending on December 31 of such year following the Commercial Operation Date; provided, however, that the first Contract Year shall commence on the Commercial Operation Date and end on the following December 31.

1.33 "Control Area" means an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to: (a) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s); (b) maintain scheduled interchange with the other Control Areas, within the limits of Good Utility Practice; (c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and (d) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

1.34 "Control Area Operator" means MISO or any other Person, its agents and successors that are responsible for the operation of the Transmission System and for maintaining reliability of the electrical transmission system(s), including the Transmission System, within the Control Area.

1.35 "Corrected Invoice" shall have the meaning set forth in Section 3.5.4.

1.36 "Credit Rating" means two out of two credit ratings, and if only rated by one of the Relevant Rating Agencies, then one out of two credit ratings, for a Person then assigned by the Relevant Rating Agencies to the long-term, senior, unsecured debt not supported by third-party credit enhancement and if no such ratings exists, then the issuer ratings for two out of two credit ratings, and if only rated by one of the Relevant Rating Agencies, then one out of two credit ratings, for such Person then assigned by the Relevant Rating Agencies.

1.37 "Cure Period" has the meaning ascribed to that term in Section 25.2.

1.38 "Deemed Delivered Amount" means the quantity of Energy expressed in MWh, that would have been produced by the Generating Facility and delivered to the Delivery Point, but was not due to (a) any Force Majeure; (b) the existence of a Serial Defect; (c) any Emergency not caused by the fault or negligence of Supplier; (d) any curtailment as a result of the receipt of a curtailment notice from Buyer pursuant to Section 11.7; or (e) the inability or failure of Buyer to accept Energy at the Delivery Point for any reason other than the fault or negligence of Supplier, including as a result of any curtailment by the Transmission Provider or the Control Area Operator, or a default by Buyer hereunder. Deemed Delivered Amounts shall be determined by taking into account (y) the actual 10-minute (or

more frequent) wind speeds (interpolated over time intervals, if necessary) measured by wind monitoring equipment located on each Wind Turbine that was available for operation immediately prior to the commencement of the period in question and expected to be available for the duration of the period in question or prorated accordingly, or, if such monitoring equipment is unavailable during a relevant interval, then using other available data or interpolated data determined using industry standard practices, as reasonably accepted by Supplier and Buyer; and (z) the Wind Turbine manufacturer's Power Curve (attached hereto as Exhibit 20), as adjusted for line losses to the Delivery Point, using historical data compiled by Supplier and reasonably agreed or confirmed by Buyer.

1.39 "Default Notice" means the notice of an Event of Default to the Defaulting Party.

1.40 "Defaulting Party" has the meaning ascribed to that term in Section 25.1.

1.41 "Delivered Amount" means, with respect to any Contract Year, the actual amount of Energy delivered by Supplier to Buyer at the Delivery Point during such Contract Year in accordance with the terms of this Agreement.

1.42 "Delivered RECs" means RECs that have been delivered by Supplier during a Contract Year and awarded to Buyer pursuant to the terms of this Agreement, in accordance with the Clean, Renewable and Efficient Energy Act and which have been properly recorded to Buyer's REC Account. Any and all fees or charges associated with registering, tracking, qualifying, and transferring RECs produced by the Generating Facility in the REC tracking system used by the MPSC or any other Governmental Authority will be for the account of Supplier.

1.43 "Delivery Point" means the delivery point as defined by the GIA, or any other delivery point as may be mutually agreed upon by the Parties.

1.44 "Derating" means a condition of the Generating Facility as a result of which it is unable to produce at least ninety percent (90%) of the forecasted Energy during a Dispatch Hour.

1.45 "Detroit Edison Company, The" means The Detroit Edison Company, a Michigan corporation and operating electric public utility, and any successor entity thereto, subject to the applicable rules of the MPSC and the FERC.

1.46 "Development Security" has the meaning ascribed to that term in Section 18.2.

1.47 "Disclosing Party" has the meaning ascribed to that term in Section 29.1.

1.48 "Dispatch Hour" means each hour from the Operation Date through the end of the Term.

1.49 "Dispute" has the meaning ascribed to that term in Section 22.1.

1.50 "Effective Date" has the meaning ascribed to that term in the preamble of this Agreement.

1.51 "Emergency" means any circumstance or combination of circumstances or any condition of the Generating Facility, the Interconnection Facilities, the Transmission System, or the transmission system of other electric utilities, which is (a) reasonably likely to endanger life or property and necessitates immediate action to avert injury to persons or serious damage to property; or (b) is reasonably likely to adversely affect, degrade or impair Transmission System reliability or transmission system reliability of other electric utilities.

1.52 "Energy" means three phase, 60 Hz electrical energy (measured in MWh) that is generated by the Generating Facility from and after the Operation Date.

1.53 "Energy Index" has the meaning set forth in Section 3.5.2.

1.54 "Energy Settlement Costs" shall have the meaning ascribed to that term in Section 3.5.2.

1.55 "Environmental Law" shall mean any federal, state, local or other law (including, common law), regulation, rule, ordinance, code, decree, judgment, binding directive, or judicial or administrative order relating to the protection, preservation or restoration of human health, the environment, or natural resources, including any law relating to the releases or threatened releases of Hazardous Substances into any media (including ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, transport and handling of Hazardous Substances.

1.56 "EPT" means Eastern Standard Time or Eastern Daylight Time, which ever is then prevailing.

1.57 "Event of Default" has the meaning ascribed to that term in Section 25.1.

1.58 "EWG" means an exempt wholesale generator pursuant to Section 32 of the Public Utility Holding Company Act of 2005, as such Law may be amended or superseded.

1.59 "Excess Energy" means, in any Contract Year, the portion of any Delivered Amount that exceeds one hundred and twenty-five percent (125%) of the Supply Amount for such Contract Year delivered by Supplier to Buyer at the designated Delivery Point.

1.60 "Excess Product" means the Product associated with Excess Energy.

1.61 "Excess Product Rate" means the rate for the Excess Product set forth in Exhibit 2B of this Agreement.

1.62 "Excused Event" means the period of time during which there is any of the following:

(a) a Force Majeure which prevents Buyer from receiving Energy at the Delivery Point;

(b) a curtailment of the Generating Facility ordered by the Control Area Operator for reasons including, but not limited to, (i) any Emergency; or (ii) any warning of an anticipated Emergency, or warning of an imminent condition or situation, which jeopardizes the Transmission System's integrity or the integrity of other systems to which the Transmission System is connected;

(c) a curtailment of the Generating Facility ordered by the Transmission Provider in accordance with the applicable entity's tariff for reasons including, but not limited to, (i) any situation that affects normal function of the electric system, including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions; or (ii) any warning of imminent conditions or situations that jeopardize the Transmission Provider's electric system integrity or the integrity of other systems to which the Transmission Provider's electric system is connected;

(d) a curtailment of the Generating Facility ordered by the Control Area Operator or the Transmission Provider due to scheduled or unscheduled maintenance on the Transmission Provider's transmission facilities that prevents (i) Buyer from receiving; or (ii) Supplier from delivering Delivered Energy to the Delivery Point; or

(e) a curtailment ordered by the Control Area Operator or the Transmission Provider in accordance with Supplier's obligations under the GIA.

1.63 "FERC" means the Federal Energy Regulatory Commission and any successor entity thereto.

1.64 "Financial Closing" means the date on which Supplier (a) closes construction, permanent debt or tax equity financing in an amount sufficient to complete the construction and Commissioning of the Generating Facility; or (b) notifies Buyer in writing that it has funds available to complete the construction and Commissioning of the Generating Facility.

1.65 "Financing" means funding provided by Supplier's Lenders in connection with any development, bridge, construction, permanent debt, lease or tax equity financing or refinancing of the Generating Facility.

1.66 "First Full Contract Year" means the first Contract Year that is a full calendar year.

1.67 "Force Majeure" has the meaning set forth in Section 21.2.

1.68 "Force Majeure Milestone Event" has the meaning set forth in Section 10.2.3.1.

1.69 "Generating Facility" means Supplier's wind turbine renewable generating power plant, including any associated facilities and equipment required to deliver Energy to the Delivery Point, as further described in Exhibits 1 and 5 hereto, and as adjusted pursuant to Section 3.6.

1.70 "Generator" has the meaning set forth in the MISO Tariff.

1.71 "GIA" means the agreement and associated documents (or any successor agreement and associated documentation approved by FERC) by and among Supplier, the Transmission Provider and the Control Area Operator governing the terms and conditions of Supplier's interconnection with the Transmission System, including any description of the plan for interconnecting to the Transmission System.

1.72 "GMA A Payment" has the meaning ascribed to that term in Exhibit 19.

1.73 "GMA B Payment" has the meaning ascribed to that term in Exhibit 19.

1.74 "GMA Invoice" has the meaning ascribed to that term in Exhibit 19.

1.75 "Good Faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade.

1.76 "Good Utility Practice" means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, whether or not the Party whose conduct at issue is a member of any relevant organization and otherwise engaged in or approved by a significant portion of the electric utility industry for the operation of wind electric generating equipment during the relevant time period; or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or should have been known, at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the region and industry. Good Utility Practice shall include compliance with applicable Laws and regulations, applicable reliability criteria, and the criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

1.77 "Governmental Authority" means, as to any Person, any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking

board, tribunal, or other governmental authority having jurisdiction over such Person or its property or operations.

1.78 "Hazardous Substance" means (a) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, friable asbestos, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs) in regulated concentrations, (b) any chemicals or other materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "contaminants", "pollutants" or words of similar import under any Environmental Law and (c) any other chemical or other material or substance, exposure to which is now or hereafter prohibited, limited or regulated as such under any Environmental Law, including the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., or any similar state statute, as such Laws may be amended or superseded.

1.79 "Implied REC Price" has the meaning ascribed to that term in Section 3.5.3.

1.80 "Indemnified Party" has the meaning provided in Section 19.1.

1.81 "Indemnifying Party" has the meaning provided in Section 19.1.

1.82 "Interconnection Facilities" means the equipment and facilities, including any modifications, additions and upgrades made to such facilities, which are necessary to connect the Generating Facility to the Transmission System as described in Exhibit 5.

1.83 "Interest Rate Adjustment" or "IRA" means the Interest Rate Adjustment, as set forth in Exhibit 2A.

1.84 "Invoice" means the statements described in Section 9.2 setting forth the Energy delivered to the Delivery Point, if any, and the associated payment due for the Billing Period.

1.85 "ITC" means the tax credit for property described in Section 48(a)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time.

1.86 "ITC Grant" means a grant pursuant to Section 1603 of the American Recovery and Reinvestment Act of 2009.

1.87 "Large Wind Turbine" means a wind turbine (including any of the Wind Turbines) with a generating capacity of 1 MW or greater.

1.88 "Law" means any federal, state, local or other law (including any Environmental Laws), common law, treaty, code, rule, ordinance, binding directive, regulation,

order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority, which is binding on a Party or any of its property.

1.89 "Lead Operator" means a Person who has primary responsibility for operating and maintaining wind turbines and their related facilities at a wind turbine generating facility. For the avoidance of doubt, a Person does not qualify as a Lead Operator unless that Person or its employees performs the actual physical maintenance of the wind turbines and their related facilities.

1.90 "Letter Agreement" has the meaning ascribed to that term in Section 17.2.

1.91 "Loss" means any and all claims, demands, suits, obligations, payments, liabilities, costs, fines, Penalties, sanctions, Taxes, judgments, damages, losses or expenses imposed by a third-party upon an Indemnified Party or incurred in connection with any claim by a third-party against an Indemnified Party pursuant to Article 19.

1.92 "Market Participant" has the meaning set forth in the MISO Tariff.

1.93 "Market REC Price" means Buyer's average quoted cost per REC (including transaction and incidental costs) of purchasing Replacement RECs to cover the REC Shortfall associated with a particular Shortfall. To determine the average quoted costs of such RECs, Buyer shall use commercially reasonable efforts to obtain quotes from two (2) independent brokers and/or sellers of RECs that are not Affiliates of Buyer. If Buyer receives quotes from two such independent broker(s), the Market REC Price shall be the average of the quotes received. If Buyer is unable to secure quotes from two such brokers and/or sellers despite commercially reasonable efforts, the Market REC Price shall equal the average price of RECs already in Buyer's REC Account that were delivered to Buyer from wind generating facilities of third-party, non-Affiliates of Buyer during the second Contract Year of the applicable Shortfall period, calculated in accordance with Exhibit 19.

1.94 "Material Adverse Effect" means, with respect to a Party, a material adverse effect on the ability of such Party to perform its obligations under this Agreement, individually or in the aggregate, or on the business, operations or financial condition of such Party.

1.95 "Maximum Amount" means, with respect to a Dispatch Hour, an amount of Energy equal to 200 MWh.

1.96 "Mechanical Availability Guaranty" has the meaning ascribed to that term in Exhibit 19.

1.97 "Mechanical Availability Guaranty Damages" has the meaning ascribed to that term in Exhibit 19.

1.98 "Mechanical Availability Percentage" has the meaning ascribed to that term in Exhibit 19.

1.99 "METC" means the Michigan Electric Transmission Company, LLC and any successor entity thereto.

1.100 "Meter" means any of the physical or electronic metering devices, data processing equipment and apparatus associated with the meters owned by Supplier, or its designee, required for (a) an accurate determination of the quantities of Delivered Amounts and Station Usage from the Generating Facility and for recording other related parameters required for the reporting of data to Buyer; and (b) the computation of the payment due to Supplier from Buyer. Meters do not include any check meters Buyer may elect to install as contemplated by Section 9.1.1.

1.101 "MISO" means the Midwest Independent Transmission System Operator, Inc. and any successor entity thereto.

1.102 "MISO Capacity" means the right to use the Capacity as a Planning Resource (as defined in the MISO Tariff) in meeting the requirements of Module E of the MISO Tariff. No later than four (4) months prior to start of each Planning Year (as defined in the MISO Tariff), Supplier shall transfer all planning resource credits associated with the Capacity to Buyer, or shall take whatever other actions that are necessary to transfer the MISO Capacity to Buyer.

1.103 "MISO Tariff" means the Open Access Transmission, Energy and Operating Reserve Markets Tariff for the Midwest Independent System Operator, Inc., including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

1.104 "Moody's" means Moody's Investor Services, Inc. and any successor entity thereto.

1.105 "MPSC" means the Michigan Public Service Commission and any successor entity thereto.

1.106 "MPSC Approval Date" means the date on which an order of the MPSC approving this Agreement becomes effective.

1.107 "MW" means a megawatt of electrical capacity.

1.108 "MWh" means a megawatt hour of electrical energy.

1.109 "NERC" means the North American Electric Reliability Corporation and any successor entity thereto.

1.110 "Non-Defaulting Party" means the Party other than the Defaulting Party.

1.111 "Offer Notice" has the meaning ascribed to that term in Section 10.4.1.

1.112 "Off-Peak" means all hours not defined as On-Peak.

1.113 "On-Peak" means the period of time between 0600 hours Eastern Standard Time through 2200 hours Eastern Standard Time on weekdays, excluding NERC holidays.

1.114 "Operating Hours" has the meaning ascribed to that term in Exhibit 19.

1.115 "Operating Representative" means any of the individuals designated by a Party, as set forth in Exhibit 4, to transmit and receive routine operating and Emergency communications required under this Agreement. A Party may change any of its Operating Representatives by providing notice of the change to the other Party in accordance with the notice procedures set forth in Section 30.1 herein.

1.116 "Operating Security" has the meaning ascribed to that term in Section 18.3.

1.117 "Operation Date" means the first date on which the first Wind Turbine is Commissioned. Fifteen (15) days prior to any synchronization to the Transmission System, Supplier shall provide written notice to Buyer's Contract Representative, as set forth on Exhibit 4, that Supplier is preparing to synchronize to the Transmission System and the date on which such synchronization will occur.

1.118 "Operator" has the meaning ascribed to that term in Section 10.6.1.

1.119 "Option Exercise Notice" has the meaning set forth in Section 3.6.

1.120 "Party" means each Person set forth in the preamble of this Agreement and its permitted successor or assigns.

1.121 "Penalties" means any penalties, fines, damages, sanctions or charges, including imbalance charges and fines or penalties related to the Clean, Renewable and Efficient Energy Act whether now existing or that become effective in the future, attributable to this Agreement and actually imposed on Buyer pursuant to an order issued by any Governmental Authority, MISO, the Transmission Provider or the Control Area Operator.

1.122 "Person" means any natural person, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or Governmental Authority.

1.123 "Planned Operation Date" means the date specified in Exhibit 6 as the date on which the Operation Date is expected to occur.

1.124 "Planned Outages" has the meaning ascribed to that term in Section 12.1.

1.125 "Portfolio Sale" has the meaning ascribed to that term in Section 8.1.

1.126 "Power Curve" means a report provided by the Wind Turbine manufacturer that provides the expected generation of such Wind Turbine at all operational speeds. The "Power Curve" for each Wind Turbine used by the Generating Facility is attached hereto as Exhibit 20. If Supplier installs a new model of Wind Turbine at the Generating Facility after the Effective Date (as may be permitted in accordance with the terms of this Agreement), Supplier shall update Exhibit 20 within ten (10) Business Days of such installation.

1.127 "Power Quality Standards" means the Power Quality Standards established by NERC, MISO, the Transmission Provider, and their respective successor organizations or codes, as they may be amended or superseded from time to time, and consistent with Good Utility Practice.

1.128 "Private Lease Agreements" has the meaning ascribed to that term in Section 10.8.

1.129 "Product" means (a) all Energy (except Station Usage) and RECs produced by and associated with the Generating Facility; (b) all Capacity and associated unforced MISO Capacity; and (c) all Renewable Energy Benefits.

1.130 "Product Rate" means the rate set forth in Exhibit 2A of this Agreement under "Product Rate."

1.131 "Project Milestone" means each of the milestones listed in Exhibit 6 under the column "Project Milestone."

1.132 "Project Milestone Schedule" means the schedule of Project Milestones, completion dates and required documentation specified in Exhibit 6.

1.133 "Projected Wind Turbines" means the Wind Turbines to be included in the Generating Facility as of the Effective Date, as identified in Exhibit 1 on the Effective Date.

1.134 "PTC" means the production tax credit established pursuant to Section 45 of the U.S. Internal Revenue Code of 1986, as such Law may be amended or superseded.

1.135 "Qualified Financial Institution" means a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof or foreign bank with a US branch office, with (a) a Credit Rating of at least (i) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's; or (ii) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P and Moody's, but not both; and (b) having a capital and surplus of at least $1,000,000,000.

1.136 "REC Administrator" means the Person appointed by the MPSC to administer the development, registering, tracking, qualifying, recording and transferring of

Renewable Energy Credits established pursuant to the Clean, Renewable and Efficient Energy Act, and any successor thereto.

1.137 "REC Inventory" has the meaning ascribed to that term in Exhibit 19.

1.138 "REC Inventory Cost" has the meaning ascribed to that term in Exhibit 19.

1.139 "REC Rate" has the meaning ascribed to that term in Exhibit 19.

1.140 "REC Settlement Costs" has the meaning ascribed to that term in Section 3.5.3.

1.141 "REC Shortfall" means the RECs attributable to a Shortfall.

1.142 "REC Shortfall Notice" has the meaning ascribed to that term in Section 9.2.4.

1.143 "Receiving Party" has the meaning ascribed to that term in Section 29.1.

1.144 "Relevant Rating Agency" means Moody's and/or S&P.

1.145 "Renewable Energy Benefits" means any and all renewable and environmental attributes, emissions reductions, credits, offsets, allowances or benefits, however entitled, (a) allocated, assigned, awarded, certified or otherwise transferred or granted to Supplier or Buyer by any Governmental Authority in any jurisdiction in connection with the Generating Facility; or (b) associated with the production of energy from the Generating Facility or based in whole or part on the Generating Facility's use of renewable resources for generation or because the Generating Facility constitutes a renewable energy system or the like or because the Generating Facility does not produce greenhouse gases, regulated emissions or other pollutants, whether any such credits, offsets, allowances or benefits exist now or in the future or whether they arise under existing Law or any future Law or whether such credit, offset, allowance or benefit or any Law, or the nature of such, is foreseeable or unforeseeable, but in all cases shall not mean RECs or Tax Credits. Renewable Energy Benefits includes such credits, offsets, allowance or benefits attributable to Energy sold under this Agreement, and Energy consumed by the Generating Facility, such as Station Usage or Standby Service (to the extent that such credits, offsets, allowance or benefits associated with Energy consumed by the Generating Facility are not required by Supplier in connection with the operation of the Generating Facility).

1.146 "Renewable Energy Credit" or "REC" means, commencing with the Operation Date and for each Contract Year, a credit granted pursuant to section 41 of the Clean, Renewable and Efficient Energy Act that represents generated renewable energy, including without limitation RECs granted under sections 39(2)(b)-(e), as applicable, of the Clean, Renewable and Efficient Energy Act.

1.147 "Renewable Energy System" means, with respect to Michigan, a "renewable energy system" as defined in the Clean, Renewable and Efficient Energy Act.

1.148 "Replacement REC" means, for a particular REC Shortfall, a REC with comparable character to, and with an expiration date no earlier than, a REC that was delivered, or should have been delivered, during the second Contract Year in which such REC Shortfall occurred, and for a REC delivered pursuant to Exhibit 19, a REC with comparable character to, and with an expiration date no earlier than, a REC that was delivered, or should have been delivered, during the second Contract Year for which the Mechanical Availability Guaranty Damages are calculated.

1.149 "ROFO Offer" shall have the meaning ascribed to that term in Section 2.5.1.1.

1.150 "Schedule" or "Scheduling" means the actions of Supplier, Buyer and/or their designated Operating Representatives of notifying, requesting, and confirming to each other the amount of Energy to be delivered on any given day or days at any given hour at the Delivery Point.

1.151 "Scheduled Commercial Operation Date" means the date specified in Section I) of Exhibit 6.

1.152 "Scheduling Fee" has the meaning ascribed to that term in Section 3.11.

1.153 "Serial Defect" means a defect in the generator, gearbox or blades of any Wind Turbine which (a) is common to at least [redacted] of the manufacturer's wind turbines of that model actually installed at the Generating Facility; (b) either (i) prevents a Wind Turbine or any material component thereof from generating Energy prior to its expected replacement or refurbishment date; (ii) causes a Wind Turbine or any material component thereof to operate at a capacity below its expected capacity based on the age and repair record of the Wind Turbine or material component; or (iii) causes the manufacturer to recommend a service level change in writing which results in a decrease in the generating capacity of a Wind Turbine; and (c) impairs Supplier's ability to perform certain obligations under this Agreement at any time through the end of the [redacted] month period following the Commercial Operation Date. For the avoidance of doubt, Supplier shall only be excused from those specific obligations explicitly identified in this Agreement (y) if (i) the defect manifests itself during the [redacted] month period following the Commercial Operation Date; and (ii) Supplier provides Buyer with written notice of such defect within such period; and (z) only for so long as it takes to remedy the defect.

1.154 "Serial Defect Milestone Event" shall have the meaning ascribed to that term in Section 10.2.3.3.

1.155 "Settlement Costs" shall have the meaning ascribed to that term in Section 3.5.3.

1.156 "Settlement Payment" means, for a particular Shortfall period, the amounts Supplier must pay to Buyer, if any, in accordance with Section 3.5.

1.157 "Shared Facilities Agreement" has the meaning set forth in Section 3.6.

1.158 "Shortfall" means (a) zero as of December 31 of (i) the first partial and First Full Contract Years, if the Commercial Operation Date is on or before June 30; or (ii) the first partial and the first and second full Contract Years if the Commercial Operation Date is on or after July 1; and (b) as of December 31 of each Contract Year after the applicable period described in subsection (a), the amount, if any, by which, the average of the Adjusted Delivered Amounts for such Contract Year and the immediately preceding Contract Year is less than [redacted]ercent [redacted] of the average of the Supply Amounts of such two Contract Years.

1.159 "Site" means the contiguous area of real property described in Exhibit 1, as such exhibit may be modified hereunder.

1.160 "S&P" means Standard and Poor's Ratings Group, a division of McGraw Hill, Inc. and any successor entity thereto.

1.161 "SPC Owner" means:

(a) prior to the Commercial Operation Date, any Person that is a direct or indirect owner of a majority of the ownership interests in Supplier if such Person's operational generating capacity, including the potential generating capacity of the Generating Facility, is less than [redacted] and

(b) on and after the Commercial Operation Date, any Person that is a direct or indirect owner of a majority of the ownership interests in Supplier if (i) the megawatts represented by such direct or indirect interests represent more than [redacted] of such Person's operational generating capacity; or (ii) such Person's operational generating capacity is less than [redacted] provided, however, that a Person shall not be an SPC Owner on and after the Commercial Operation Date if such Person's operational generating capacity, including the operational generating capacity of the Generating Facility, is greater than [redacted].

1.162 "Standby Service" means the electric service supplied by Consumers Energy Company.

1.163 "Station Usage" means all Energy consumed by the Generating Facility.

1.164 "Supervisory Control and Data Acquisition" or "SCADA" means a software package designed to display information, log data and show alarms relating to the Generating Facility's operations.

1.165 "Supplier" has the meaning set forth in the preamble of this Agreement and includes such Person's permitted successors and assigns.

1.166 "Supplier's Lenders" means any Persons other than an Affiliate of Supplier, and their permitted successors and assignees, whose business it is in the ordinary course to provide Financing for the Generating Facility.

1.167 "Supplier's Lenders' Engineer" means the independent engineer retained by Supplier or Supplier's Lenders to provide a certificate specifying the completion status of the Generating Facility in connection with the funding of any tax equity or permanent debt financing (including term conversion) of at least twenty-five percent (25%) of the total capital costs of the Generating Facility.

1.168 "Supplier's Required Regulatory Approvals" means the approvals, consents, authorizations or permits of, or filings with or notifications to the Governmental Authorities listed on Exhibit 10.

1.169 "Supply Amount" means, with respect to any Contract Year, the annual amount of Energy stated in Exhibit 13, in each case unless reduced pursuant to this Agreement. The Supply Amount is non-firm Energy, subject to the requirements of this Agreement.

1.170 "Tax" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property (including assessments, fees or other charges based on the use or ownership of real property), personal property, transactional, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated tax, or other tax of any kind whatsoever, or any liability for unclaimed property or escheatment under common law principles, including any interest, penalty or addition thereto, whether disputed or not, including any item for which liability arises as a transferee or successor-in-interest.

1.171 "Tax Credits" means any state, local and/or federal production tax credit, tax deduction and/or investment tax credit specific to the production of renewable energy and/or investments in renewable energy facilities, and any grant in lieu of any of the foregoing, including any PTC, ITC and ITC Grant.

1.172 "Term" has the meaning ascribed to that term in Section 2.2.

1.173 "Third-Party Price" has the meaning ascribed to that term in Section 20.2.

1.174 "Third-Party Product" has the meaning ascribed to that term in Section 10.4.3.

1.175 "Third-Party Purchaser" has the meaning ascribed to that term in Section 10.4.3.

1.176 "Third-Party Wind Turbines" has the meaning ascribed to that term in Section 10.4.3.

1.177 "Transfer Price" has the meaning ascribed to that term in Section 3.5.2.

1.178 "Transmission Provider" means METC or any successor operator or owner of the Transmission System.

1.179 "Transmission System" means the facilities used for the transmission of electric energy in interstate commerce, including any modifications or upgrades made to such facilities, owned or operated by the Transmission Provider, except the Interconnection Facilities.

1.180 "Unexcused Amount" has the meaning ascribed to that term in Section 11.7.

1.181 "Wind Turbines" means the wind turbine generators integrated into the Generating Facility.

1.182 "Wind Turbine Commissioning Checklist" has the meaning ascribed to that term in Section 10.1.

1.183 "Wind Turbine Supply Agreement" means Supplier's master wind turbine purchase agreement or other wind turbine purchase agreement under which Supplier has the right to allocate wind turbines to satisfy the proposed capacity output of the Generating Facility within the timeframe required to achieve the Commercial Operation Date.

2 TERM; TERMINATION AND SURVIVAL OF OBLIGATIONS

2.1 Effective Date. This Agreement shall become effective on the Effective Date.

2.2 Term. Supplier's obligation to deliver Product, and Buyer's obligation to accept and pay for Product, under this Agreement shall commence on the Operation Date and shall continue for a period of twenty (20) years from January 1 immediately following the Commercial Operation Date, subject to earlier termination of this Agreement pursuant to the terms hereof (the "Term"); provided, however, that unless the approval described in Section 17.2 is received as contemplated thereby, Buyer shall not be obligated to accept or pay for any Product.

2.3 Termination. Other than a termination under Section 2.3.2 and subject to Section 2.4, neither Party shall owe any further obligation to the other Party and Buyer shall return the Development Security or Operating Security, as applicable, to Supplier upon a termination of this Agreement pursuant to any of the following:

2.3.1 Mutual Agreement. This Agreement may be terminated by written agreement of the Parties.

2.3.2 For Cause. This Agreement may be terminated at any time by the Non-Defaulting Party upon ten (10) Business Days' prior written notice to the Defaulting Party if an Event of Default has occurred, the applicable Cure Period (if any) set forth in Section 25.2 has expired and the Event of Default is continuing when such notice of termination is delivered.

2.3.3 Optional Termination. This Agreement may be terminated in accordance with Article 17 in the event the approvals contemplated

thereby are not obtained or are granted with conditions that are not reasonably acceptable to Buyer.

2.3.4 Force Majeure. This Agreement may be terminated by a Party upon ten (10) Business Days' prior written notice to the other Party if a material portion of such other Party's obligations hereunder have been excused by the occurrence of an event of Force Majeure for longer than twelve (12) consecutive months and if such Force Majeure has not been remedied prior to the date when such notice of termination is delivered; provided, however, that if the Force Majeure occurs after the Commercial Operation Date and affects some but not all of the individual Wind Turbines at the Generating Facility, and if the Wind Turbines that are not affected by the Force Majeure consist of at least sixty percent (60%) of the total nominal nameplate capacity of the Generating Facility on the Commercial Operation Date (or such lower amount as may be established as the Capacity of the Generating Facility pursuant to Section 10.3.1), the unaffected Party may not terminate this Agreement, but may elect to exclude the affected Wind Turbines from the Generating Facility and permanently reduce the Supply Amount and the capacity values in Exhibit 1 to values consistent with the manufacturer's rated capacity of the remaining Wind Turbines.

2.3.5 Interest Rate Fluctuation. No later than five (5) months after MPSC Approval, if the IRA calculated in accordance with Exhibit 2A causes the Product Rate to increase by more than [redacted] per MWh, Buyer has the right to notify Supplier that it will not pay the portion of the increase that is in excess of [redacted] per MWh. If Buyer so notifies Supplier, this Agreement will terminate thirty (30) days after Buyer's notice unless, during such thirty (30) day period, Supplier notifies Buyer that Supplier is willing to limit the increase in the Product Rate pursuant to the IRA to [redacted] per MWh. If Buyer does not notify Supplier that it will not pay the portion of the increase that is in excess of [redacted] per MWh, the Product Rate shall include the full IRA determined in accordance with Exhibit 2A.

2.3.6 Commercial Operation Delay. If Supplier, having exhausted its ability to delay the Scheduled Commercial Operation Date under Section 10.2, is prevented from achieving Commercial Operation by the Scheduled Commercial Operation Date (or, if Supplier is entitled to a Capacity Cure Period pursuant to Section 10.3.1.2, by the end of the Capacity Cure Period) due to a Force Majeure Milestone Event or a Serial Defect Milestone Event, as applicable, Buyer shall have a one-time option to either (a) extend the Scheduled Commercial Operation Date or the expiration of the Capacity Cure Period, as the case may be, by an additional forty-five (45) days by delivering written notice of such election to Supplier; or (b) terminate this Agreement upon five

(5) Business Days' prior written notice to Supplier; provided that if Buyer does not extend the Scheduled Commercial Operation Date or the expiration of the Capacity Cure Period, as the case may be, in accordance with subsection (a) or terminate this Agreement in accordance with subsection (b) within twenty (20) days of the Scheduled Commercial Operation Date or the expiration of the Capacity Cure Period, as the case may be (as extended in accordance with Section 10.2.3), this Agreement shall terminate automatically; provided further that if Buyer extends the Scheduled Commercial Operation Date or the expiration of the Capacity Cure Period, as the case may be, in accordance with subsection (a), but Supplier is unable to achieve Commercial Operation by the end of such forty-five (45) day extension period due to a Force Majeure Milestone Event and/or Serial Defect Milestone Event, this Agreement shall terminate automatically upon the end of such forty-five (45) day extension period. Any termination of this Agreement under this Section 2.3.6 shall be subject to the right of first offer provisions contained in Section 2.5.

2.4 Effect of Termination - Survival of Obligations. Any termination of this Agreement or expiration of the Term shall not release either Party from any applicable provisions of this Agreement with respect to:

2.4.1 The payment of any amounts owed to the other Party arising prior to or resulting from termination of, or on account of breach of, this Agreement;

2.4.2 Indemnity obligations contained in Article 19, which shall survive to the full extent of the statute of limitations period applicable to any third-party claim;

2.4.3 Limitation of liability provisions contained in Article 20;

2.4.4 For a period of one (1) year after the termination date, the right to submit a payment dispute pursuant to Article 22;

2.4.5 The resolution of any dispute submitted pursuant to Article 22 prior to, or resulting from, termination;

2.4.6 The confidentiality provisions contained in Article 29; or

2.4.7 If applicable, the right of first offer provisions contained in Section 2.5.

2.5 Right of First Offer.

2.5.1 Terms and Conditions.

2.5.1.1 If this Agreement is terminated pursuant to Section 2.3.6, then, for a period of five (5) years from the date of such termination, neither Supplier, its successors and assigns, nor its Affiliates shall enter into an obligation or agreement to sell or otherwise transfer any Product from the Generating Facility (or any output, RECs or renewable energy attributes from another generating facility located on the Site) to any third party, unless Supplier first offers, in writing, to sell to Buyer such Product (or output, RECs and renewable energy attributes) on the same terms and conditions as this Agreement (the "ROFO Offer").

2.5.1.2 If Buyer accepts the ROFO Offer, Buyer shall notify Supplier within thirty (30) days of receipt of the ROFO Offer ("Buyer's Notice"). Upon Supplier's receipt of Buyer's Notice, the Parties shall have not more than ninety (90) days to enter into a new power purchase agreement (subject to approval by the MPSC) in substantially the same form as this Agreement. If Supplier and Buyer fail to execute a new power purchase agreement within such ninety (90) day period due to the failure of Supplier to act in Good Faith, the ROFO Offer shall terminate and the provisions of Section 2.5.1.1 shall remain in effect.

2.5.1.3 If Buyer rejects or fails to accept Supplier's ROFO Offer within thirty (30) days of receipt of such offer, or if the Parties fail to enter into a new power purchase agreement pursuant to Section 2.5.1.2 (provided that such failure is not due to the failure of Supplier to act in Good Faith), or if the MPSC fails to approve any such new power purchase agreement, Supplier shall thereafter be free to sell or otherwise transfer, and to enter into agreements to sell or otherwise transfer, any Products from the Generating Facility (or any output, RECs or renewable energy attributes from another generating facility located on the Site) to any third party.

2.5.2 Recording of Right of First Offer. Upon termination of this Agreement pursuant to Section 2.3.6, Supplier shall deliver to Buyer a Notice of Buyer's rights under Section 2.5.1, in the form attached hereto as Exhibit 14, so that Buyer may record such rights in the real property records of the parcels included in the Site on which Supplier holds a property interest.

3 SUPPLY SERVICE OBLIGATIONS

3.1 Energy. Subject to the other provisions of this Agreement, commencing on the Commercial Operation Date, Supplier shall supply and deliver Energy to Buyer at the Delivery Point. Subject to Section 10.4.3, Supplier (or its transferee) shall have no right and Buyer shall have no obligation to permit another project, generating facility, wind turbine or other generating unit to utilize the Interconnection Facilities without Buyer's prior written consent, such consent to be given in Buyer's sole discretion.

3.2 Dedication. All Product shall be dedicated exclusively to Buyer for the Term of this Agreement. Except upon the occurrence of an Event of Default by Buyer, Supplier shall not, without Buyer's prior written consent (which Buyer may withhold in its sole discretion), (a) sell, divert, grant, transfer, or assign Product to any Person other than Buyer; or (b) except as provided in Sections 3.5, provide Buyer with electric energy, RECs or Renewable Energy Benefits from any source other than the Generating Facility.

3.3 Buyer's Obligation and Delivery. Buyer shall take delivery of Energy at the Delivery Point in accordance with the terms of this Agreement. Supplier shall be responsible for all costs associated with delivery of the Energy to the Delivery Point. Buyer shall be responsible for all costs associated with receipt of the Energy at the Delivery Point. Notwithstanding anything in this Agreement to the contrary, Buyer shall be obligated to purchase or accept delivery of Energy from the Generating Facility only if the Generating Facility is at the time qualified as a Renewable Energy System and Buyer receives the RECs and Renewable Energy Benefits associated with such Energy as contemplated by this Agreement.

3.4 Consumption. Supplier shall acquire Standby Service necessary to meet Station Usage above the amounts provided by the Generating Facility.

3.5 Settlement Costs.

3.5.1 Shortfall Payment Election. If there is a Shortfall, Supplier shall, in accordance with Section 9.2.3, provide Buyer with a Shortfall Invoice within thirty (30) days of the end of the applicable Shortfall period that indicates Supplier's election to either (a) pay Energy Settlement Costs and provide Replacement RECs to Buyer in accordance with Section 3.5.2 for such Shortfall; or (b) pay Settlement Costs to Buyer in accordance with Section 3.5.3 for such Shortfall; provided, however, that the aggregate of all costs under this Section 3.5.1 and under Section 3.10.2 for which Supplier is responsible during the Term shall not exceed an amount equal to the Operating Security (prior to any draws on the Operating Security by Buyer in accordance with Section 18.3). If Supplier fails to notify Buyer of its election under this Section 3.5.1 within such thirty (30) day period, Supplier shall pay

Buyer Settlement Costs for the Shortfall in accordance with subsection (b).

3.5.2 Energy Settlement Costs and Replacement RECs. If Supplier elects to provide Replacement RECs and pay Energy Settlement Costs for a Shortfall in accordance with Section 3.5.1(a), Supplier shall, within sixty (60) days after the end of the applicable Shortfall period, (a) provide Buyer with such Replacement RECs; and (b) pay Buyer Energy Settlement Costs, which shall be the greater of (y) zero and (z) the amount calculated by the following formula:

ESC = S * (EI – TP), where:

ESC = *Energy Settlement Costs*;

S = *Shortfall*;

EI = *Energy Index*, which is defined as the average of the day-ahead MISO locational marginal price at the Generating Facility's commercial pricing node for all hours during such Shortfall period; and

TP = *Transfer Price*, which is defined as the average MPSC approved transfer price during such Shortfall period for the renewable energy capacity and energy recovery of this Agreement, as established pursuant to the Clean, Renewable and Efficient Energy Act and Michigan Compiled Laws, chapter MCL §460.6j, and as determined in accordance with the table in Exhibit 3.

Within thirty (30) days of confirming that the Replacement RECs supplied by Supplier under this Section 3.5.2 have been delivered to Buyer's account, Buyer shall pay Supplier the product of the Implied REC Price (defined in Section 3.5.3) and the number of such Replacement RECs; provided, however, that if Supplier fails to deliver Replacement RECs to Buyer's account in accordance with this Section 3.5.2, Supplier shall pay Buyer REC Settlement Costs as calculated in Section 3.5.3 within three (3) Business Days of receiving the REC Shortfall Notice in accordance with Section 9.2.4.

3.5.3 Settlement Costs. If Supplier elects to provide Settlement Costs under Section 3.5.1(b), Buyer shall provide Supplier with a REC Shortfall Notice in accordance with Section 9.2.4 and Supplier shall, within thirty (30) days of receiving such REC Shortfall Notice, pay to Buyer Settlement Costs, which shall be calculated by the following formula:

SC = (ESC + RSC), where

SC = *Settlement Costs*;

ESC = *Energy Settlement Costs* (defined in Section 3.5.2);

RSC = *REC Settlement Costs*, which shall equal the greater of (y) zero and (z) the amount calculated by the following formula:

RSC = S * (MRP – IRP); where:

RSC = *REC Settlement Costs*;

S = *Shortfall*;

MRP = *Market REC Price*; and

IRP = *Implied REC Price*, which is defined as the difference between the Product Rate and the Transfer Price (as defined in Section 3.5.2); provided, however, that the IRP shall not be less than zero.

If Settlement Costs for a Shortfall are less than or equal to zero, then Supplier shall not have an obligation to pay for Settlement Costs in connection with such Shortfall.

3.5.4 If Buyer determines that Supplier has incorrectly determined the Shortfall amount or the Energy Settlement Costs for a given Shortfall period, Buyer, within ninety (90) days of the end of such Shortfall period, shall provide Supplier with an invoice setting forth the amounts still due to Buyer in connection with such Shortfall ("Corrected Invoice"). Supplier shall pay such Corrected Invoice within ten (10) days of receipt. If Supplier disputes the amount of the Corrected Invoice, the Parties shall resolve such dispute in accordance with Section 9.2.7.

3.5.5 The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.5 is an appropriate remedy and that any such payment does not constitute a forfeiture or Penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement. The Parties further acknowledge and agree that the amount payable by Supplier pursuant to this Section 3.5 are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the future harm or loss estimated at the time of the Effective Date and represent Buyer's exclusive monetary remedy for Supplier's failure to deliver Energy pursuant to this Agreement for periods prior to termination of this Agreement pursuant

to Section 2.3.2; provided, however, that the amounts payable pursuant to this Section 3.5 shall not represent Buyer's exclusive monetary remedy for Supplier's failure to deliver Energy pursuant to this Agreement if such failure results from Supplier's (a) criminal conduct; (b) intentional sale of Energy to a third party; or (c) willful misconduct.

3.5.6 All information used by Buyer to calculate REC Settlement Costs shall be verifiable by Supplier; and Buyer shall provide a copy of all such information to Supplier supporting such calculations within five (5) Business Days of the request by Supplier for such information and Supplier agrees to treat such information as Confidential Information pursuant to Article 29.

3.5.7 Notwithstanding any provision in this Section 3.5 to the contrary, if Supplier owes Buyer both a Settlement Payment and Mechanical Availability Guaranty Damages for the same two (2) consecutive Contract Year period under this Agreement, Supplier shall pay the greater of (a) the Settlement Payment; and (b) the Mechanical Availability Guaranty Damages, but not both.

3.6 BT Option; Adjustment to Capacity Amount.

3.6.1 Buyer shall have the option (the "BT Option") to purchase from Supplier (or its Affiliate) pursuant to a separate transaction certain Wind Turbines designated for this Agreement (collectively with certain facilities related to such Wind Turbines, the "BT Facility"); provided that the BT Option must have been exercised no later than December 17, 2010.

3.6.2 Buyer and Supplier (or its Affiliate), in connection with the BT Option, either have entered, or will enter, into (a) an agreement that will become effective at the time of exercise by Buyer of the BT Option and under which the BT Facility will be transferred from Supplier or its Affiliate to Buyer (such agreement the "BT Agreement"); and (b) an agreement ancillary to the BT Agreement that will become operative no earlier than the transfer of the BT Facility from Supplier or its Affiliate to Buyer and that is necessary to transfer and govern the rights between Supplier or its Affiliate and Buyer for certain substation and transmission assets that are to be shared between such parties (such agreement the "Shared Facilities Agreement").

3.6.3 If Buyer, in its sole discretion, decides to exercise the BT Option, it shall promptly notify Supplier in writing of such decision (the "Option Exercise Notice"). The Option Exercise Notice shall specify the number of Wind Turbines to be acquired by Buyer pursuant to the BT

Agreement (the manufacturer's rated capacity of which shall be either 59.2 MW or 89.6 MW).

3.6.4 Within ten (10) Business Days after the delivery of the Option Exercise Notice, Buyer and Supplier or its Affiliate shall execute the BT Agreement and the Shared Facilities Agreement, or otherwise cause them to become effective. If within ten (10) Business Days after the delivery of the Option Exercise Notice, Buyer has not executed the BT Agreement and the Shared Facilities Agreement, or otherwise caused them to become effective, then Buyer's exercise of the BT Option shall be deemed to have been withdrawn and shall be of no further force or effect, and this Agreement shall remain in effect as if the BT Option had not been exercised.

3.6.5 On the date that Buyer takes title to the BT Facility under the terms of the BT Agreement, (a) the Capacity of the Generating Facility shall be reduced based upon the number of Wind Turbines acquired by Buyer; and (b) the Supply Amount and Maximum Amount will be adjusted on a pro rata basis. As soon as practicable after Buyer takes title to the BT Facility under the terms of the BT Agreement, Supplier shall provide Buyer with updated Exhibits to this Agreement, subject to Buyer's reasonable approval, that reflect the changes made to this Agreement under subsections (a) and (b) of this Section 3.6.

3.6.6 In the event that Buyer has failed to take title to the BT Facility under the terms of, and within the time required by, the BT Agreement, Buyer's exercise of the BT Option shall be deemed to have been withdrawn and shall be of no further force or effect, and this Agreement shall remain in effect as if the BT Option had not been exercised.

3.6.7 Section 8.1 shall not apply to any transfer of Wind Turbines pursuant to the BT Agreement.

3.6.8 Commencing on the date that Buyer takes title to the BT Facility under the terms of the BT Agreement, if Buyer's breach of, or its exercise of its rights under, the Shared Facilities Agreement causes a curtailment of all or any part of the Generating Facility, the duration of such curtailment shall be deemed an Excused Event.

3.7 Adjustment to Supply Amount.

3.7.1 Increase or Decrease Prior to Commercial Operation. Prior to the Commercial Operation Date, but no later than twelve (12) months after MPSC approval of this Agreement, Supplier may, only once as set forth in this Section 3.7.1, adjust the capacity values (as set forth in Exhibit 1), the Supply Amount and the Maximum Amount. Supplier

may increase such amounts such that (a) the increased Supply Amount for each Contract Year shall not exceed one hundred and ten percent (110%) of the original Supply Amount for that Contract Year as of the Effective Date; and (b) the Maximum Amount shall increase in the same proportion as the increase of the Supply Amount for the First Full Contract Year. Supplier may decrease such amounts such that (a) the decreased Supply Amount for each Contract Year shall not be less than ninety percent (90%) of the original Supply Amount for that Contract Year as of the Effective Date; and (b) the Maximum Amount shall decrease in the same proportion as the decrease of the Supply Amount for the First Full Contract Year.

3.7.2 Increase of Supply Amount After Commercial Operation Date. On or before October 1 of each Contract Year, Supplier may increase the Supply Amount (but not the Maximum Amount) by providing written notice of such increase to Buyer; provided that the increased Supply Amount for each Contract Year shall not be greater than one hundred and ten percent (110%) of the original Supply Amount for that Contract Year as of the Effective Date, as the Supply Amount may be modified pursuant to Section 3.7.1. Each increase to the Supply Amount shall only apply to the third Contract Year subsequent to the Contract Year Supplier provides written notice of such an increase and the remaining Contract Years during the Term and shall not apply to the first or second Contract Years subsequent to the Contract Year Supplier provides written notice of such an increase.

3.7.3 Decrease of Supply Amount After Commercial Operation Date. On or before October 1 of each Contract Year, Supplier may reduce the Supply Amount by providing written notice of such decrease to Buyer; provided that the decreased Supply Amount for each Contract Year shall be no less than ninety percent (90%) of the original Supply Amount for that Contract Year as of the Effective Date, as the Supply Amount may be modified pursuant to Section 3.7.1. A decrease in the Supply Amount shall in no event be made to assist, accommodate or otherwise allow for the sale of Product, Energy, RECs, or Renewable Energy Benefits to third parties. Each decrease to Supply Amount shall only apply to the third Contract Year subsequent to the Contract Year Supplier provides written notice of such decrease and the remaining Contract Years during the Term and shall not apply to the first or second Contract Years subsequent to the Contract Year Supplier provides written notice of such decrease.

3.8 Title and Risk of Loss.

3.8.1 Energy, Capacity and Renewable Energy Benefits. Except with respect to RECs produced by the Generating Facility as set forth in Section 3.8.2, title to and risk of loss with respect to the Product shall

pass from Supplier to Buyer at the Delivery Point. Until title passes, Supplier shall be deemed in exclusive control of the Product and shall be responsible for any damage or injury caused thereby. After title to the Product passes to Buyer, Buyer shall be deemed in exclusive control of such Product and shall be responsible for any damage or injury caused thereby. Supplier shall deliver the Product to Buyer free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person.

3.8.2 RECs. Title to and risk of loss with respect to each REC produced by the Generating Facility shall pass from Supplier to Buyer upon confirmation by Buyer that such REC has been issued by the REC Administrator and has been deposited in Buyer's REC Account.

3.9 Penalties. In the event that either Party's failure to perform any of its obligations under this Agreement causes the other Party to incur or suffer any Penalties, the non-performing Party shall indemnify and hold the other Party harmless from such Penalties in accordance with the indemnification provisions of Article 19.

3.10 Guaranteed Mechanical Availability.

3.10.1 Supplier Obligations. Supplier shall be obligated to achieve the Mechanical Availability Guaranty as set forth in Exhibit 19. Within thirty (30) days following the end of each Contract Year, Supplier shall provide Buyer with written notice (and reasonable supporting documentation) certified by an officer of Supplier of the: (a) Delivered Amount for such Contract Year; (b) Base Hours for each Wind Turbine for such Contract Year; (c) Operating Hours for each Wind Turbine for such Contract Year; (d) total number of hours that each Wind Turbine was not operational as a result of Force Majeure; and (e) total number of hours that each Wind Turbine was not operational as a result of an approved Planned Outage.

3.10.2 Damages. If the Generating Facility fails to achieve a Mechanical Availability Guaranty of [redacted] percent [redacted] for the prior two (2) year period for any Contract Year following the second full Contract Year, Supplier shall pay Buyer liquidated damages in accordance with Exhibit 19; provided, however, that the aggregate of all costs under this Section 3.10.2 and under Section 3.5.1 for which Supplier is responsible during the Term shall not exceed an amount equal to the Operating Security (prior to any draws on the Operating Security by Buyer in accordance with Section 18.3); provided further that if Supplier owes a Settlement Payment and Mechanical Availability Guaranty Damages for the same two (2) consecutive Contract Year period under this Agreement, Supplier shall pay only the greater of (a) the Settlement Payment; and (b) the Mechanical Availability Guaranty Damages, but not both.

3.11 MISO Market Participant. The Parties agree that Buyer will be the MISO Market Participant, and will be responsible for all variances between day-ahead forecasts and real-time deliveries and any future penalties or charges MISO may impose related to such variances to the extent such variances do not result from Supplier's negligence or failure to perform its obligations under Article 15 of this Agreement. For serving as the MISO Market Participant Supplier shall pay to Buyer $1.00 per MWh for each MWh of Energy delivered to the Delivery Point. Supplier will be the Generator operator and will provide Buyer with the day-ahead availability forecast pursuant to Article 15 in this Agreement. To compensate Buyer for serving as the MISO Market Participant for the Generating Facility, Supplier shall pay to Buyer $1.00 per MWh for each MWh of Energy from the Generating Facility that Supplier delivers to the Delivery Point in accordance with the terms of this Agreement ("Scheduling Fee").

4 PRICE OF PRODUCT

4.1 Product Payments. Supplier shall be paid for the Product based on the sum of the Delivered Amount of Energy as determined by data from monthly Meter readings, and the Unexcused Amount, as follows:

4.1.1 Upon the Operation Date and prior to the Commercial Operation Date, all Product associated with Delivered Amounts of Energy from the Generating Facility and Unexcused Amounts shall be paid for by Buyer at the Excess Product Rate.

4.1.2 Subsequent to the Commercial Operation Date.

4.1.2.1 All Product associated with Delivered Amounts of Energy and Unexcused Amounts other than Excess Energy, from and after the Commercial Operation Date, shall be paid for by Buyer at the Product Rate set forth in Exhibit 2A.

4.1.2.2 Subject to Section 4.1.3, all Product associated with Excess Energy from the Generating Facility, from and after the Commercial Operation Date, shall be paid for by Buyer at the Excess Product Rate.

4.1.3 Maximum Amount. All Product delivered during any Dispatch Hour in excess of the Maximum Amount shall be paid for by Buyer at the Excess Product Rate.

4.2 Interest Rate Adjustment. Upon Financial Closing, the Product Rate shall be adjusted by the Interest Rate Adjustment pursuant to Exhibit 2A; provided that if Supplier fails to achieve Financial Closing by the date that is four (4) months after MPSC Approval, Supplier shall be deemed to have achieved Financial Closing on such date for the purpose of calculating the Interest Rate Adjustment.

5 RENEWABLE ENERGY CREDITS/RENEWABLE ENERGY BENEFITS

5.1 Delivery of Renewable Energy Credits.

5.1.1 All RECs and any benefits derived therefrom are exclusively dedicated to and vested in Buyer. Supplier shall deliver to Buyer all RECs derived from the production of Energy from the Generating Facility. Supplier shall timely prepare and execute all documents and shall take all actions necessary under applicable Law as of the Effective Date to cause the RECs to vest in Buyer, without further compensation, including, but not limited to, all actions necessary to register or certify the RECs or the Generating Facility with the applicable Governmental Authority, and to provide all production data and satisfy the reporting requirements of the applicable Governmental Authority. If a change in applicable Law subsequent to the Effective Date increases Supplier's costs under this Section 5.1.1, Supplier shall use commercially reasonable efforts to comply with any such change of Law; provided, however, that if Supplier is unable to comply with such change of Law despite its commercially reasonable efforts, Supplier shall not be required to incur costs in excess of its commercially reasonable efforts unless Buyer, in its sole discretion, agrees to reimburse Supplier for such costs.

5.1.2 Supplier and Buyer agree that all RECs awarded by the REC Administrator under this Agreement shall be issued in the name of Supplier and transferred to Buyer in accordance with this Article 5.

5.1.3 On or before February 1 of each Contract Year, Supplier, as owner or operator of the Generating Facility, shall deliver to Buyer a written attestation for the prior Contract Year that the Energy represented in megawatt-hours used to certify RECs (a) has not been and will not be sold or otherwise exchanged for compensation or used for credit in Michigan or any other state or jurisdiction; and (b) has not been and will not be included within a blended energy product certified to include a fixed percentage of renewable energy in any other state or jurisdiction as prohibited under Michigan law.

5.2 Renewable Energy Benefits. All Renewable Energy Benefits shall be exclusively dedicated to and shall be vested in Buyer and Supplier hereby transfers to Buyer all Renewable Energy Benefits. Supplier shall take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable or as reasonably requested by Buyer to qualify for, and for Supplier or Buyer to receive, all available Renewable Energy Benefits in existence as of the Effective Date and, if received by Supplier, to transfer such Renewable Energy Benefits to Buyer, without further compensation. Supplier shall timely execute all documents and shall timely take all actions necessary under applicable Law as of the Effective Date to qualify for all available Renewable Energy Benefits in existence

as of the Effective Date and to cause Renewable Energy Benefits to vest in and be delivered to Buyer. If a change in applicable Law subsequent to the Effective Date increases Supplier's costs under this Section 5.2, Supplier shall use commercially reasonable efforts to comply with any such change of Law; provided, however, that if Supplier is unable to comply with such change of Law despite its commercially reasonable efforts, Supplier shall not be required to incur costs in excess of its commercially reasonable efforts unless Buyer, in its sole discretion, agrees to reimburse Supplier for such costs. If new Renewable Energy Benefits are created or come into existence after the Effective Date, they shall be exclusively dedicated to and shall be vested in Buyer and Supplier shall use commercially reasonable efforts to transfer such Renewable Benefits to Buyer in accordance with this Section 5.2; provided, however, if Supplier is unable to transfer such Renewable Energy Benefits to Buyer in accordance with this Section 5.2 despite its commercially reasonable efforts, Supplier shall not be required to transfer such Renewable Energy Benefits unless Buyer, in its sole discretion, agrees to reimburse Supplier for all costs that Supplier would incur in excess of Supplier's commercially reasonable efforts to effect such transfer.

6 TAX CREDITS

6.1 The Parties agree that the Product payments as provided for in Article 4 account for Tax Credits in effect as of the Effective Date of this Agreement.

6.2 Supplier and Buyer agree that the Product Rate is not subject to adjustment or amendment if Supplier fails to receive any Tax Credits, or if such Tax Credits expire, are repealed or otherwise cease to apply to Supplier or the Generating Facility in whole or in part, or Supplier or its investors, are unable to benefit from such Tax Credits.

7 RENEWABLE ENERGY STANDARD

7.1 The Parties agree that the Product will be used by Buyer in meeting its obligations pursuant to the Clean, Renewable and Efficient Energy Act and that Buyer may use the Product for any other purpose. Supplier shall cooperate with Buyer in all respects to assist in Buyer's compliance with all applicable requirements set forth in the Clean, Renewable and Efficient Energy Act, including without limitation, providing itemized statements for use of all Michigan materials, equipment and labor attributable to the Generating Facility (including verification of the use of local workers), and any other regulatory requirements and shall provide all information reasonably requested by Buyer or otherwise necessary to allow the MPSC and any other Governmental Authority to determine compliance with such applicable requirements.

8 RIGHT OF FIRST OFFER

8.1 Supplier shall not sell or transfer the Generating Facility to a non-Affiliate third-party, unless prior to such sale or transfer, Supplier provides written notice of

such sale or transfer to Buyer. Upon Buyer's receipt of such notice, Buyer shall have the right to negotiate in Good Faith with Supplier for no more than ninety (90) days, unless otherwise agreed to by Supplier, the terms of the sale or transfer of the Generating Facility to Buyer or its designee on an exclusive basis. If Buyer desires to enter into such negotiation, Buyer shall notify Supplier of such decision within fifteen (15) days of receipt of Supplier's notice, and if Buyer has not notified Supplier of such desire within such fifteen (15) day period, Buyer shall be deemed to have waived its rights under this Section 8.1. Supplier will provide in a timely manner, information regarding the Generating Facility which is reasonable or customary to allow Buyer to perform due diligence and to negotiate in Good Faith for the purchase of the Generating Facility. Notwithstanding the foregoing, this Section 8.1 shall not apply to (a) any transfer of the Generating Facility by Supplier in connection with a Financing of the Generating Facility, including any sale-leaseback financing or any transfer of the Generating Facility, directly or indirectly, to a Supplier's Lender; (b) as a result of the creation of or foreclosure of any security interest granted in connection with such Financing, or a transfer of the Generating Facility by the foreclosing party following such a foreclosure; or (c) any transfer of the Generating Facility as part of a sale of multiple generating facilities ("Portfolio Sale"); provided that the Generating Facility does not represent more than [redacted] of the aggregate generating capacity of the generating facilities comprising the Portfolio Sale.

8.2 In the event that Buyer does not exercise its right to negotiate pursuant to Section 8.1, Supplier must comply with Article 24 in any assignment or delegation of Supplier's rights, interests or obligations herein to a purchaser of the Generating Facility.

8.3 In the event that Supplier does not execute an agreement, subject to receipt of appropriate regulatory approvals, to sell or transfer of the Generating Facility to any Person in accordance with this Article 8 within three hundred sixty five (365) days of the date that Supplier provided Buyer with written notice pursuant to Section 8.1, Supplier (or any direct or indirect parent of Supplier) shall then only sell or transfer the Generating Facility after providing Buyer with written notice and the opportunity to negotiate again in accordance with Section 8.1.

9 METERING, INVOICING AND PAYMENTS

9.1 Metering. Except as otherwise provided in the GIA:

9.1.1 Meters. Supplier shall, at Supplier's cost, provide, install, own, operate and maintain all Meters in good operating condition. The Meters shall be used for quantity measurements under this Agreement. Such equipment shall be bi-directional and shall be capable of measuring and reading instantaneous, hourly real and reactive energy and capacity. The Meters shall also be used for, among other things, metering Station Usage of the Generating Facility. Buyer, at its

expense, may install additional check meters. Buyer shall not install any check-metering equipment on Supplier-owned facilities.

9.1.2 Location. Meters shall be installed at the location specified in Exhibit 5, or as otherwise reasonably determined by Supplier to effectuate this Agreement.

9.1.3 Non-Interference. Neither Party shall undertake any action that may interfere with the operation of the Meters. A Party shall be liable for all costs, expense, and liability associated with any such interference with the Meters.

9.1.4 Meter Testing. Meters shall be tested at least once every calendar year by Supplier. Supplier shall provide Buyer with the results of such tests within thirty (30) days of their completion. Either Party may request a special test of Meters or check meters, but the testing Party shall bear the cost of such testing unless there is an inaccuracy outside the limits established in American National Standard Institute Code for Electricity Metering (ANSI C12.1, latest version), in which case the Party whose meters were found to be inaccurate shall be responsible for the costs of the special testing. Meters installed pursuant to this Agreement shall be sealed and the seal broken only when the meters are to be adjusted, inspected or tested. Authorized representatives of both Parties shall have the right to be present at all routine or special tests and to inspect any readings, testing, adjustment or calibration of the Meters or check meters. Supplier's Operating Representative shall provide fifteen (15) days prior notice of routine Meter testing to Buyer's Operating Representative. If Buyer has installed check meters in accordance with Section 9.1.1, Buyer shall test and calibrate each such meter at least once every calendar year. Buyer's Operating Representative shall provide fifteen (15) days prior written notice of routine check meter testing to Supplier's Operating Representative. In the event of special Meter testing, the Parties' Operating Representatives shall notify each other in writing with as much advance notice as practicable.

9.1.5 Metering Accuracy. If the Meters are registering but their accuracy is outside the limits established in ANSI C12.1, Supplier shall repair and recalibrate or replace the Meters and Buyer shall adjust payments to Supplier for the Delivered Amount for the lesser of the period in which the inaccuracy existed and ninety (90) days. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the Meters; provided, however, the adjustment period shall not exceed ninety (90) days. If adjusted payments are required, Supplier shall render a statement describing the adjustments to Buyer within thirty (30) days of the date on which the

inaccuracy was rectified. Any payment adjustments due Supplier pursuant to this Section 9.1.5 shall accompany Supplier's statement.

9.1.6 Failed Meters. If the Meters fail to register, Buyer shall make payments to Supplier based upon Buyer's check metering; provided, however, that if the accuracy of the check meters is subsequently determined to be outside the limits established in ANSI C12.1, Buyer shall adjust the payments to Supplier for the Delivered Amount calculated using the check meters for the lesser of the period in which the inaccuracy existed and ninety (90) days. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the check meters; provided, however, the adjustment period shall not exceed ninety (90) days. If no such metering is available, payments shall be based upon the Parties' best estimate of the Delivered Amount. In such event, the Parties' estimated payments shall be in full satisfaction of payments due hereunder. If the Parties cannot agree on a best estimate of the Delivered Amount the dispute shall be resolved in accordance with Article 22.

9.2 Invoices.

9.2.1 Invoicing and Payment. On or before the 10th day of each month, Supplier shall send to Buyer an Invoice for the prior month (a "Billing Period"). The Invoice shall be calculated based upon Meter data available to Supplier and as set forth in Exhibit 2C.

9.2.2 Monthly Energy Invoice Calculation. Supplier shall calculate each monthly Invoice as set forth in Exhibit 2C.

9.2.3 Shortfall Invoice. If there is a Shortfall after the end of any Contract Year, Supplier shall (a) calculate the Shortfall; (b) calculate the Energy Settlement Costs associated with such Shortfall in accordance with Section 3.5 and Exhibit 2E; and (c) send Buyer a separate invoice ("Shortfall Invoice") within thirty (30) days of the end of the applicable Shortfall period indicating the Shortfall amount and the Energy Settlement Costs associated with such Shortfall amount. Supplier shall pay the Shortfall Invoice in accordance with Section 3.5.

9.2.4 REC Shortfall Notice. If there is a Shortfall after the end of any Contract Year and Supplier (a) elects to provide Buyer with Settlement Costs for such Shortfall in accordance with Section 3.5.1(b); or (b) elects to provide Replacement RECs for such Shortfall in accordance with Section 3.5.1(a), but fails to provide Buyer with such Replacement RECs within sixty (60) days of the end of the applicable Shortfall period, Buyer shall send Supplier a notice ("REC Shortfall

Notice"), indicating the applicable Market REC Price and the total REC Settlement Costs for such Shortfall. Supplier shall pay the REC Settlement Costs and related Energy Settlement Costs in accordance with Section 3.5.

9.2.5 Payment to Buyer. The Invoice referred to in Section 9.2.1 above shall net any amounts owing to Buyer from amounts due to Supplier and shall indicate the net payment due Supplier or Buyer, as applicable. Supplier shall provide supporting data in reasonable detail to support its calculations of any amounts owing to Buyer. Any payment due to Buyer shall be credited to following Billing Periods and if no such Billing Periods remain, payment shall be made within thirty (30) days of the date of the Invoice.

9.2.6 Method of Payment. Buyer and Supplier, as applicable, shall remit the payment of any undisputed amounts by wire transfer pursuant to the instructions stated on the Invoice and if no instructions are stated on such Invoice, then in accordance with Exhibit 4. Except as otherwise provided in Section 9.2.3, payment will be made on or before the later of (a) the 20th day following the end of each month; and (b) ten (10) days from receipt of Invoice by the applicable Party.

9.2.7 Examination and Correction of Invoices. As soon as practicable either Party shall notify the other Party in writing of any alleged error in Supplier's Invoice.

9.2.7.1 If a Party notifies the other Party of an alleged error in Supplier's Invoice, the Parties agree to make Good Faith efforts to reconcile the billing and mutually agree on the appropriate remedy, if any.

9.2.7.2 If a correction is determined to be required, Supplier shall provide an adjusted Invoice to Buyer. If such correction results in an additional payment to Supplier, Buyer shall pay Supplier the amount of the adjusted Invoice within thirty (30) days of the date of the receipt of adjusted Invoice. If such correction resulted in a refund owed to Buyer, Supplier shall pay Buyer the amount of the adjusted Invoice within thirty (30) days of the date of the statement or at Buyer's option, Buyer may net such amount against the subsequent monthly payment to Supplier.

9.2.7.3 If a Party fails to provide the other Party with notice of any alleged error in Supplier's Invoice within twelve (12) months of Buyer's receipt of such Invoice, then such

Party shall be deemed to have waived all rights to object to such Invoice.

9.3 Overdue Amounts and Refunds. Overdue amounts and refunds of overpayments shall bear interest from and including, the due date or the date of overpayment, as the case may be, to the date of payment of such overdue amounts or refund at a rate calculated pursuant to 18 C.F.R. § 35.19a, as such Law may be amended or superseded.

9.4 Access to Books and Records. Supplier agrees to make available for inspection upon five (5) Business Days written notice from Buyer its books and records for the purpose of allowing Buyer to verify the information contained within the Invoices presented pursuant to this Article 9.

9.5 Parties Right to Net. Either Party shall have the right to net any undisputed amounts owed to the other Party under this Agreement.

9.6 Taxes. Buyer is responsible for any Taxes imposed on or associated with the Energy or its receipt at the Delivery Point. Supplier is responsible for any Taxes imposed on or associated with the Energy or its delivery to the Delivery Point. Either Party, upon written request of the other Party, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if either Party is exempt from Taxes, and shall use reasonable efforts to obtain and cooperate with the other Party in obtaining any exemption from or reduction of any Tax. Each Party shall hold harmless the other Party from and against Taxes imposed on the other Party as a result of a Party's actions or inactions and that otherwise would not have occurred in the absence of this Agreement in accordance with Article 19.

9.7 Transformer Payment. Within thirty (30) days after the MPSC Approval Date, Buyer shall pay Supplier the sum of [redacted] for certain procurement costs related to the Generating Facility's transformer.

10 FACILITY CONSTRUCTION; OPERATIONS AND MODIFICATIONS

10.1 Construction of Generating Facility. Supplier shall construct the Generating Facility in accordance with Good Utility Practice, in accordance with the Project Milestones and to ensure (a) Supplier is capable of meeting its supply obligations over the Term; and (b) the Generating Facility is at all times in compliance with all requirements imposed on a Renewable Energy System. Supplier shall provide to Buyer in a form satisfactory to Buyer within thirty (30) days after execution of the GIA, an update to Exhibit 5 which shall include a single line diagram of the Generating Facility, Interconnection Facilities, the Delivery Point and the location of Meters, which location shall be reasonably acceptable to Buyer. In addition, Supplier shall not alter, modify or waive any provision of Exhibit 7 to this Agreement (the "Wind Turbine Commissioning Checklist") without the prior

written consent of Buyer, such consent not to be unreasonably withheld, delayed or conditioned.

10.2 Performance of Project Milestones. Supplier shall use commercially reasonable efforts to complete each Project Milestone set forth in Exhibit 6 on or before 1600 hours EPT on the date specified for each Project Milestone; provided, however, that the failure of Supplier to achieve any Project Milestone by 1600 hours on the date specified for such Project Milestone in Exhibit 6 shall not be an Event of Default under Article 25 except in the case of (a) the Construction Start Milestone; and (b) achieving Commercial Operation by the Scheduled Commercial Operation Date (or, if Supplier is entitled to a Capacity Cure Period pursuant to Section 10.3.1.2, by the end of the Capacity Cure Period).

10.2.1 Completion of Project Milestones. Upon Supplier's completion of each Project Milestone, Supplier shall provide to Buyer in writing pursuant to Section 30.1 documentation as specified in Exhibit 6 and reasonably satisfactory to Buyer demonstrating such Project Milestone completion within thirty (30) days following such completion but no later than the date specified for each Project Milestone listed in Exhibit 6. Buyer shall acknowledge receipt of the documentation provided under this Section 10.2.1 and shall provide Supplier with written acceptance or denial of each Project Milestone within fifteen (15) days of receipt of the documentation.

10.2.2 Progress Towards Completion. Supplier shall notify Buyer promptly (and in any event within ten (10) Business Days) following its becoming aware of information that leads to a reasonable conclusion that a Project Milestone will not be met, and shall convene a meeting with Buyer to discuss the situation not later than fifteen (15) days after becoming aware of this information.

10.2.3 Extension of Milestones. Each Project Milestone, including the Scheduled Commercial Operation Date shall be extended on a day-for-day basis not to exceed a maximum, cumulative amount of one hundred eighty (180) days for the following:

10.2.3.1 Any delay in the development or construction of the Generating Facility due to Force Majeure ("Force Majeure Milestone Event");

10.2.3.2 [Intentionally omitted].

10.2.3.3 Any delay in the development or construction of the Generating Facility due to a Serial Defect ("Serial Defect Milestone Event").

10.2.4 Extension of Capacity Cure Period. The Capacity Cure Period shall be extended on a day-for-day basis not to exceed a maximum, cumulative

amount of forty-five (45) days due to (a) a Force Majeure Milestone Event occurring after the Scheduled Commercial Operation Date; or (b) a Serial Defect Milestone Event occurring after the Scheduled Commercial Operation Date.

10.3 Commercial Operation Date.

10.3.1 Commercial Operation. To achieve "Commercial Operation", Supplier must:

10.3.1.1 construct the Generating Facility in accordance with the requirements of the GIA and Good Utility Practice;

10.3.1.2 Commission one hundred percent (100%) of the Wind Turbines by the Scheduled Commercial Operation Date; provided, however, that if at least [redacted] of the Projected Wind Turbines have been Commissioned as of the Scheduled Commercial Operation Date, Supplier shall have an additional six (6) months beyond the Scheduled Commercial Operation Date ("Capacity Cure Period") to Commission the balance of the Projected Wind Turbines. If at least [redacted] of the Projected Wind Turbines have been Commissioned as of the Scheduled Commercial Operation Date but Supplier fails to Commission at least [redacted] of the Projected Wind Turbines by the end of the Capacity Cure Period, such failure shall be an Event of Default in accordance with Section 25.1.7. If Supplier fails to Commission all of the remaining Projected Wind Turbines by the end of the Capacity Cure Period, but has Commissioned at least [redacted] of the Projected Wind Turbines by the end of the Capacity Cure Period, such failure shall not be an Event of Default, the Commercial Operation Date shall be deemed to have occurred at the end of the Capacity Cure Period, and the Capacity will be set at the actual operating capacity of the Generating Facility as of the end of the Capacity Cure Period and the Supply Amount and Maximum Amount will be adjusted accordingly; and

10.3.1.3 satisfy all of the requirements set forth in this Article 10 and Exhibits 6 and 7.

10.3.2 Demonstration of Commercial Operation. Supplier will notify Buyer when the Generating Facility has achieved the Commercial Operation Date. This notification is contingent upon Supplier providing evidence

reasonably acceptable to Buyer of the satisfaction or occurrence of all of the conditions set forth in this Section 10.3.2 and shall include a declaration by Supplier to that effect. The Parties agree that review and approval of such conditions may occur on an ongoing and incremental basis. The conditions are:

10.3.2.1 All Wind Turbines have achieved Commercial Operation as defined in the GIA.

10.3.2.2 Supplier has provided Buyer with copies of (a) executed commissioning certificates from the manufacturer of the Wind Turbines, which shall be issued upon completion of the Exhibit 7 Wind Turbine Commissioning Checklist; or (b) a certificate from the Supplier's Lenders' Engineer that states that all Wind Turbines have been properly Commissioned.

10.3.2.3 An officer of Supplier, familiar with the Generating Facility, has provided a list of the Generating Facility's equipment, showing the make, model, and designed maximum output (nameplate capacity) of each wind turbine.

10.3.2.4 Supplier has submitted to Buyer a certificate from an officer of Supplier familiar with the Generating Facility that states, after such officer's due inquiry, that all material permits, consents, licenses, approvals, and authorizations required to be obtained by Supplier from any Governmental Authority to construct and operate the Generating Facility have been obtained and are in full force and effect.

10.3.2.5 Supplier has successfully completed any inspections of the Generating Facility which are required by Good Utility Practice for the commencement of Commercial Operation at the Generating Facility.

10.3.3 Adjustments to Site. Upon the Commercial Operation Date, Supplier may make a one-time adjustment to the physical boundaries of the Site; provided, however, that any such adjustment does not adversely affect Supplier's ability to perform fully under this Agreement. Supplier shall update Exhibit 1 to reflect any such change to the physical boundaries of the Site.

10.4 Commercial Operation with Reduced Capacity.

10.4.1 In the event that at least [redacted] but less than one hundred percent (100%) of the Projected Wind Turbines have been

Commissioned within six (6) months after the Scheduled Commercial Operation Date, and if, at any time during the twenty-four (24) months after the Scheduled Commercial Operation Date Supplier intends to install additional Wind Turbines on the Site as identified on the Effective Date (other than Wind Turbines comprising the BT Facility), Supplier shall deliver a notice (the "Offer Notice") to Buyer identifying the number of Wind Turbines to be installed, up to the number which, when added to the Wind Turbines that have already been Commissioned, would equal 100% of the Projected Wind Turbines (such number, the "Additional Turbines"); provided that no Additional Turbines shall be included on the Site as defined at Commercial Operation.

10.4.2 Buyer shall have the option, for a period of twenty (20) days after its receipt of the Offer Notice, to notify Supplier of its intent to include the Additional Turbines as Wind Turbines in the Generating Facility for purposes of this Agreement. If Buyer so notifies Supplier, then upon their Commissioning, such Additional Turbines will be considered Wind Turbines and part of the Generating Facility, the Capacity will be increased to include the capacity of such Additional Turbines, and the Supply Amount, Maximum Amount and physical boundaries of the Site will be adjusted accordingly.

10.4.3 If Buyer notifies Supplier that it does not intend to include the Additional Turbines in the Generating Facility for purposes of this Agreement, or if the twenty (20) day period expires without Buyer having responded to the Offer Notice, the Additional Turbines will not be included in the Generating Facility, and Supplier shall have the right to sell the Energy, Capacity, RECs and Renewable Energy Benefits from the Additional Turbines (such Additional Turbines hereinafter referred to as "Third-Party Wind Turbines") to any other purchaser (a "Third-Party Purchaser"). In the event that Supplier sells any Energy, Capacity, RECs or Renewable Energy Benefits from Third-Party Wind Turbines ("Third-Party Product") to a Third-Party Purchaser, the Parties and such Third-Party Purchaser shall establish procedures governing the delivery of such Third-Party Product to the Delivery Point and the allocation of additional costs and liabilities associated with such delivery, which procedures shall include the following:

10.4.3.1 any Third-Party Product must pass through a sub-meter prior to reaching the Generating Facility's MISO revenue meter;

10.4.3.2 in the event of a curtailment of energy passing through the Delivery Point ordered by the Control Area Operator or the Transmission Provider, the curtailment shall be

allocated between Buyer and the Third-Party Purchaser on a pro rata basis, based on the relative rated capacities of the Wind Turbines and the Third Party Wind Turbines;

10.4.3.3 Buyer shall not be liable for any fees, charges or penalties (however titled) relating to Buyer's role as the MISO Market Participant for such Third-Party Wind Turbines and Buyer shall be reimbursed by the Third-Party Purchaser for any such costs, fees, charges or penalties incurred by Buyer;

10.4.3.4 The Third-Party Purchaser shall provide Buyer credit support, in an amount determined by Buyer in its reasonable discretion, to cover Buyer's potential liabilities while acting as the MISO Market Participant for such Third-Party Wind Turbines; and

10.4.3.5 Buyer shall receive a reasonable fee from such Third-Party Purchaser for acting as the MISO Market Participant for such Third-Party Wind Turbines.

10.5 Modification. Without the prior written consent of Buyer, which shall not be unreasonably withheld, Supplier shall not make any modification to the Generating Facility that might (a) expose Buyer to any additional liability or increase its obligations under this Agreement; or (b) adversely affect Supplier's or Buyer's ability to perform its obligations under this Agreement or any Law or to any third party. Any such modifications shall be conducted in accordance with Good Utility Practice and all applicable Laws and reliability criteria, as such may be amended from time to time. To the extent additions and modifications extend beyond the limits for a Planned Outage as set forth in Article 12 and interfere with the ability of the Generating Facility to cause or contribute to a Shortfall, Supplier shall pay Settlement Costs and REC Settlement Costs to Buyer pursuant to Section 3.5.

10.6 Operation and Maintenance.

10.6.1 At all times Supplier and its Affiliates shall, in the aggregate, or if Supplier has contracted with an entity to operate and maintain the Generating Facility (an "Operator"), the Operator and its Affiliates shall, in the aggregate, (a) own and/or operate wind electric generating facilities with an aggregate operational capacity of at least 300 MW; and (b) have at least three (3) years of experience in the operation and maintenance of wind electric generating facilities as the Lead Operator.

10.6.2 At all times Supplier shall operate, maintain and repair, or, if applicable, shall cause its Operator to operate, maintain and repair, the Generating Facility in accordance with Good Utility Practice and to ensure (a) Supplier is capable of meeting its supply obligations over the Term; (b) the Generating Facility is at all times a Renewable Energy System as of the Effective Date; and (c) Supplier is at all times in compliance with all requirements of a renewable energy generator set forth in the Clean, Renewable and Efficient Energy Act as of the Effective Date. Supplier agrees, or, if applicable, agrees to require its Operator, (y) to maintain records of all operations of the Generating Facility in accordance with Good Utility Practice; and (z) to follow such regulations, directions and procedures of the Control Area Operator, the Transmission Provider, MISO, NERC and any applicable Governmental Authority to protect and prevent the Transmission System from experiencing any negative impacts resulting from the operation of the Generating Facility. Each Party shall use all reasonable efforts to avoid any interference with the other's operations. Supplier shall cause the Energy of the Generating Facility to meet the Power Quality Standards at all times, and shall cause the Generating Facility to be operated consistent with MISO, NERC, Control Area Operator and Transmission Provider requirements.

10.7 Operation And Maintenance Agreement. No later than ninety (90) days prior to the Commercial Operation Date, if the Generating Facility will be operated by an Operator, Supplier shall provide a copy of the agreement between Supplier and the Operator, redacted of any pricing and other confidential information, which requires the Operator to operate the Generating Facility in accordance with the terms hereof, which shall be attached to this Agreement as Exhibit 15. If the agreement between Operator and Supplier materially changes, or if Supplier enters into a new agreement with the Operator or another Operator during the Term, Supplier shall update Exhibit 15 as soon as practicable. Supplier shall also provide a certified copy of a certificate from the State of Michigan evidencing that the Operator is a corporation, limited liability company or partnership in good standing with the State of Michigan, which shall be attached to this Agreement as part of Exhibit 15.

10.8 Ground Lease; Rights-of-way. If the parcels of land on which the Generating Facility is located are not owned by Supplier, no later than sixty (60) days prior to the date the notice to proceed is issued to the construction contractor under the Construction Contract, Supplier shall provide a copy of the agreements with the owners of the parcels of land, redacted of any pricing and other confidential information and attached as Exhibit 16, which establishes the exclusive right of Supplier to construct and operate the Generating Facility for a period not ending before the expiration the Term on the parcels of land and the existence of required rights-of-way and easements (collectively, "Private Lease Agreements"). If Supplier acquires the rights to additional parcels of land prior to the Commercial

Operation Date for the purpose of constructing the Generating Facility, Supplier shall update Exhibit 16 as soon as practicable to reflect those additional parcels of land.

10.9 Right to Review. Buyer and Supplier each shall have the right to review during normal business hours copies of the relevant books and records of the other Party to confirm the accuracy of such as they pertain only to transactions under this Agreement. The review shall be consistent with standard business practices and shall follow reasonable notice to the other Party. Reasonable notice for a review of the previous month's records shall be a minimum of seven (7) Business Days. If a review is requested of other than the previous month's records, then notice of that request shall be provided with a minimum of fourteen (14) Business Days notice by the requesting Party. The notice shall specify the period to be covered by the review. The Party providing records can exercise its right under Article 29 to protect the confidentiality of the records.

11 EMERGENCY AND CURTAILMENT

11.1 In the event of an Emergency, Buyer and Supplier shall promptly comply with any applicable requirements of any Governmental Authority, NERC, MISO, Control Area Operator, Transmission Provider and any successor of any of them, regarding the reduced or increased generation of the Generating Facility.

11.2 Each Party shall provide prompt oral and written notification to the other Party of any Emergency. If requested by the other Party, the Party declaring the Emergency shall provide a description in reasonable detail of the Emergency and any steps employed to cure it.

11.3 In the event of an Emergency, either Party may take reasonable and necessary action to prevent, avoid or mitigate injury, danger, damage or loss to its own equipment and facilities, or to expedite restoration of service; provided, however, that the Party taking such action shall give the other Party prior notice, if practicable, before taking any action. This Section 11.3 shall not be construed to supersede Sections 11.1 and 11.2.

11.4 In the event of an Emergency, if and when Buyer requests Supplier not to institute a Planned Outage of the Generating Facility, Supplier agrees to take all commercially reasonable steps to avoid instituting the Planned Outage until such time as the condition of the Emergency has passed. If Supplier would incur third-party costs to defer the Planned Outage and provides a good-faith estimate of the likely amount of such third-party costs to Buyer, Supplier will not be obligated to defer the Planned Outage unless Buyer agrees to reimburse Supplier for the documented amount of such third-party costs incurred in connection with the deferral of such Planned Outage, up to the amount of Supplier's good-faith estimate.

11.5 [Intentionally Omitted].

11.6 In the event of an Emergency, as a result of which Buyer is unable to receive some or all of the Energy at the Delivery Point, then Buyer shall have no payment liability in respect of such Energy that Buyer is unable to receive. The Supply Amount will be reduced accordingly in part or total, as applicable, during the period of any such Emergency.

11.7 Curtailments and Unexcused Amounts.

11.7.1 Supplier shall curtail deliveries of Energy, in whole or in part and in any quantity and duration specified by Buyer, immediately upon notice through Buyer's Supervisory Control and Data Acquisition ("SCADA") system. At any time that Buyer fails to accept delivery of Energy from Supplier, unless such failure results from the fault or negligence of Supplier or occurs during an Excused Event, Buyer shall pay Supplier for the quantity of Energy curtailed or not accepted and any associated RECs ("Unexcused Amount") in accordance with the provisions of Section 11.7.2; provided, however, that with respect to the interpretation of the Shared Facilities Agreement only (and not the determination of payment obligations under Section 4.1 or this Section 11.7), Supplier shall be deemed entitled to its unrealized revenues associated with the Energy and RECs (determined as if such Energy and RECs constituted Unexcused Amounts) that would have been delivered to Buyer but for the occurrence of an Excused Event arising solely under Section 3.6.8.

11.7.2 Supplier shall be paid for Unexcused Amounts (a) at the Product Rate or Excess Product Rate, as applicable; plus (b) an amount equal to the value, on an After Tax Basis, of the PTCs, if any, associated with such Unexcused Amount that Supplier or any of its Affiliates were unable to utilize as a result of Buyer's curtailment notice or other failure, as if the Unexcused Amount were delivered to Buyer.

11.7.3 Supplier shall promptly provide Buyer with such information and data as Buyer may reasonably request to confirm to its reasonable satisfaction such Unexcused Amount. During any such period of curtailment or other failure, Supplier shall not produce Energy (to the extent curtailed by Buyer) or sell Product to any third party.

12 PLANNED OUTAGES

12.1 Except in the event of an Emergency, Supplier shall schedule any (a) planned outage of the Generating Facility; and (b) reduction of the capability of the Generating Facility to deliver the Supply Amount (any and all of (a) and (b) are referred to as "Planned Outages") in accordance with Sections 12.1.1, 12.1.2 and 12.1.3.

12.1.1 Within ninety (90) days prior to the Commercial Operation Date and on a continuous basis thereafter, Supplier shall provide Buyer with a schedule of proposed Planned Outages for the following two (2) year period. The proposed schedules will designate the hours and amount (in MW) in which the Generating Facility output will be reduced in whole or in part. Each proposed schedule shall include all applicable information, including the following: month, day and time of a Planned Outage, facilities impacted, duration of outage, purpose of outage, and other relevant information.

12.1.2 Buyer shall promptly submit Supplier's proposed Planned Outage schedule to MISO who shall either require modifications or approve the proposed schedule according to MISO business practices. Supplier shall use commercially reasonable efforts to accomplish all Planned Outages in accordance with the approved schedule.

12.1.3 Regardless of any prior approval of a Planned Outage and unless required by Good Utility Practice, Supplier shall not start any Planned Outage at the Generating Facility affecting more than four (4) wind turbines at a time without notifying Buyer's Operating Representative five (5) Business Days prior to the start of such Planned Outage.

13 REPORTS; OPERATIONAL LOG

13.1 Copies of Communications. Supplier shall promptly provide Buyer with copies of any orders, decrees, letters or other written communications to or from any Governmental Authority asserting or indicating that Supplier or its Generating Facility is in violation of Laws that relate to Supplier or the operation or maintenance of the Generating Facility and could have an adverse effect on Buyer. Supplier shall keep Buyer apprised of the status of any such matters.

13.2 Notification of Generating Facility Status. Supplier shall notify Buyer of the status of the Generating Facility as an EWG, or other similar status, no later than ninety (90) days prior to the Operation Date. Supplier shall notify Buyer, as soon as practicable, of any changes in that status after the Operation Date of this Agreement.

13.3 Notices of Change in Generating Facility. In addition to any consent required pursuant to Section 10.5, Supplier shall provide notice to Buyer as soon as practicable prior to any temporary or permanent change to the performance, operating characteristics, or Wind Turbines of the Generating Facility in or as near to real time as possible in accordance with Good Utility Practice. Such notice shall describe any changes, expected or otherwise, to the total capacity of the Generating Facility, the rate of production and delivery of Energy, interconnection and transmission issues, and such additional information as may be required by Buyer.

13.4 Project Reports and Project Review Meetings.

13.4.1 Prior to the Commercial Operation Date. Supplier shall provide to Buyer in a monthly project report (a) status in achieving Project Milestones; (b) progress in obtaining any approvals or certificates in connection with achieving the Commercial Operation Date; and (c) a discussion of any foreseeable disruptions or delays. The monthly project reports should be provided at the latest on the 15th day of every month for the previous month. The Parties shall conduct meetings every six (6) months or more frequently if requested by Buyer to review this data and any information related to Supplier's status in achieving the Project Milestone activities listed in Exhibit 6.

13.4.2 Scheduled Operation Date; Commercial Operation Date. In addition to any other requirements for Commercial Operation under this Agreement, Supplier shall provide notice to Buyer of its scheduled Operation Date and Commercial Operation Date on the MPSC Approval Date, if any, and Supplier shall provide to Buyer in writing any adjustments to such scheduled dates as soon as possible, and shall coordinate with Buyer regarding the commencement of operation of the Generating Facility.

13.4.3 After Commercial Operation Date. After the Commercial Operation Date, Supplier shall provide to Buyer on January 1 and July 1 of each calendar year throughout the Term of this Agreement, in both electronic and hard copy format, a report which shall include all pertinent information in connection with Supplier's Generating Facility, which includes all reporting information maintained in the operational log. Each February during the Term, the Parties shall meet to conduct an annual review of the Generating Facility. Additional data and meetings may be required as necessitated by Generating Facility performance.

13.4.4 Operations Log. Supplier shall maintain an operations log, which shall include the Delivered Amount, unplanned maintenance outages and Planned Outages, circuit breaker trip operations, partial deratings of equipment, and any other significant event or information related to the operation of the Generating Facility. The operations log shall be available for inspection by Buyer upon reasonable advance request, and Supplier shall make the data that supports the log available on a real time basis by remote access to Buyer, if Buyer acquires the necessary equipment and software license to process the data by remote access.

13.4.5 Financial Information. Upon Buyer's written request, Supplier shall, within thirty (30) days of such request, provide Buyer with (a) copies of Supplier's most recent financial statements required by Supplier's

Lenders; and (b) in the initial request by Buyer, the relevant provisions of Supplier's lending agreements setting forth the financial reporting obligations and for any subsequent requests, any amendments thereto. In the event Supplier is funding one hundred percent (100%) of the engineering, procurement, construction and operation of the Generating Facility with its own equity, then Supplier shall, within thirty (30) days of a request for its most recent financial statements, provide Buyer with copies of such financial statements prepared in accordance with generally accepted accounting principles in the United States as in effect from time to time.

13.4.6 Access to Additional Financial Information. The Parties agree that Generally Accepted Accounting Principles and SEC rules require Buyer to evaluate if Buyer must consolidate Supplier's financial information with its own. Buyer will require access to financial records and personnel to determine if consolidated financial reporting is required. If Buyer determines that consolidation is required, Buyer shall require the following during every calendar quarter for the Term:

13.4.6.1 Complete financial statements and notes to financial statements; and

13.4.6.2 Financial schedules underlying the financial statements, all within fifteen (15) days after the end of each fiscal quarter.

Any information provided to Buyer pursuant to this Section 13.4.6 (a) shall be considered confidential in accordance with the terms of this Agreement; and (b) shall only disclosed on an aggregate basis with other similar entities for which Buyer has power purchase agreements. The information will only be used for financial statement purposes and shall not be otherwise shared with internal or external parties.

14 COMMUNICATIONS

14.1 On Call. Supplier's Operating Representative shall be available to address and make decisions on all operational matters under this Agreement on a twenty-four (24) hour, seven (7) day per week basis. Supplier shall, at its expense, maintain and install a twenty-four (24) hour, seven (7) day per week communication link with Buyer's Operating Representative at Buyer's operations center and with Buyer's scheduling personnel, as listed on Exhibit 4, to maintain communications between personnel and Buyer's Operating Representative at Buyer's operations center, Buyer's schedulers and the Control Area Operator at all times. Supplier shall provide at its expense:

14.1.1 For the purposes of telemetering and control, a telecommunications circuit from the Generating Facility to Buyer's operations center;

14.1.2 One (1) dedicated ring-down voice telephone line for the purpose of accessing Buyer's dial-up metering equipment; and

14.1.3 Equipment to transmit to, and receive voice data, facsimiles and email from, Buyer and the Control Area Operator, including cellular telephones.

15 SCHEDULING NOTIFICATION

15.1 Scheduling Notification. Supplier shall provide to Buyer notices containing information, including Supplier's Good Faith daily and hourly forecast of Planned Outages, Derating, other outages and similar changes, that may affect the forecasted Energy during a Dispatch Hour.

15.1.1 Availability Notice.

15.1.1.1 No later than 0800 EST each day Supplier shall deliver to Buyer's Operating Representative an Availability Notice in the form set forth in Exhibit 8. The Availability Notice will cover MISO scheduling practices for day-ahead energy or such other period specified by Buyer consistent with Good Utility Practice.

15.1.1.2 In the event that the Actual Availability during any three-hour period during the day following the day in which an Availability Notice is delivered differs by more than plus or minus ten percent (10%) from the availability projected in such Availability Notice, Supplier shall pay Buyer liquidated damages for such deviation in the amount of [redacted] provided that Buyer shall only be entitled to one [redacted] payment per day, and such payment shall represent Buyer's exclusive remedy for the difference between the availability projected in such Availability Notice and the Actual Availability. For purposes of this Section 15.1.1.2:

(a) "Actual Availability" for any hour shall be the total rated capacity of all of the Wind Turbines at the Generating Facility that are available to operate during any part of such hour, (i) increased by the rated capacity of any Wind Turbine which became unavailable for the entirety of such hour following the delivery of the Availability Notice due to Force Majeure or Forced Outage; and (ii) decreased by the rated capacity of any Wind Turbine which was not expected to be available when the Availability Notice was prepared, but which

became available during such hour due to the termination of a Force Majeure or Forced Outage following the delivery of the Availability Notice.

(b) "Forced Outage" means any condition at a Wind Turbine that requires immediate removal of the Wind Turbine from service, another outage state, or a reserve shutdown state. This type of outage results from immediate mechanical, electrical or hydraulic control system trips and operator-initiated trips in response to conditions or alarms at the Wind Turbine. "Forced Outage" does not include any outage that is due to Supplier's failure to operate or maintain the Wind Turbine in accordance with Good Utility Practice.

15.1.2 Data Feed. Supplier shall provide an electronic data feed in a format reasonably acceptable to Buyer that shows Wind Turbine availability in real time, which will be designed to update at a minimum of every ten (10) minutes. This will provide a real time view of the Wind Turbines that are available. Notwithstanding the foregoing sentence, Supplier will notify Buyer's Operating Representatives as soon as practicable after becoming aware of a Derating or an expected Derating. In this notification, Supplier shall provide: (a) the cause of the Derating if known; (b) the magnitude of the Derating; and (c) an estimate of the duration of this Derating.

15.1.3 Energy Forecasting. Buyer shall provide a wind forecast and energy forecast for the Site. Supplier will provide data connections and historic data needed by the forecaster to produce this forecast.

15.1.4 GADS. Supplier shall comply with all requirements of NERC and MISO relating to the NERC Generating Availability Data System ("GADS"), including the submission of data to GADS as may be required by NERC or MISO.

16 COMPLIANCE

16.1 Compliance with Laws.

16.1.1 Each Party shall comply with all requirements of applicable Laws and shall, at its sole expense, maintain in full force and effect all relevant permits, authorizations, licenses and other authorizations material to the maintenance of its facilities and the performance of obligations under this Agreement. Each Party and its representatives shall comply with all relevant requirements of the Control Area Operator and each Governmental Authority to ensure the safety of its employees and the public.

16.1.2 Notwithstanding any provision of this Agreement to the contrary, to the extent that a change in applicable Law or other requirement after the Effective Date increases any of the following expenses ("Capped Costs"), Supplier shall be responsibl[redacted] of such Capped Costs in each Contract Year. Capped Costs are:

16.1.2.1 prior to the Commercial Operation Date, all costs imposed on the Generating Facility by NERC and/or the Control Area Operator; provided that such costs result from a change in Law or a change in NERC or Control Area Operator requirements that would affect a majority of the Large Wind Turbines in the MISO interconnection queue as of the effective date of such change in Law or other requirement;

16.1.2.2 on and after the Commercial Operation Date, all costs imposed on the Generating Facility by NERC and/or the Control Area Operator; provided that such costs result from a change in Law or a change in NERC or Control Area Operator requirements that affects a majority of the Large Wind Turbines interconnected to the Transmission System as of the effective date of such change in Law or other requirement;

16.1.2.3 prior to the Commercial Operation Date, the costs imposed on the Generating Facility by Transmission Provider; provided that such costs result from a change in Law or a change in Transmission Provider's requirements that would affect a majority of the Large Wind Turbines in the MISO interconnection queue as of the effective date of such change in Law or other requirement that are being evaluated for interconnection to Transmission Provider's transmission system;

16.1.2.4 on and after the Commercial Operation Date, the costs imposed on the Generating Facility by Transmission Provider; provided that such costs result from a change in Law or a change in Transmission Provider's requirements that affects a majority of the Large Wind Turbines connected to Transmission Provider's transmission system as of the effective date of such change in Law or other requirement;

16.1.2.5 prior to the Commercial Operation Date, the costs imposed on the Generating Facility by the MPSC; provided that such costs result from a change in Law that

would affect a majority of the Large Wind Turbines in the MISO interconnection queue that are intended to be installed within the state of Michigan after the effective date of such change in Law;

16.1.2.6 on and after the Commercial Operation Date, the costs imposed on the Generating Facility by the MPSC; provided that such costs result from a change in Law that affects a majority of the Large Wind Turbines installed within the state of Michigan;

16.1.2.7 the cost of maintaining the Generating Facility's status as a Renewable Energy System; or

16.1.2.8 the cost of maintaining Supplier's compliance with the requirements of a renewable energy generator set forth in the Clean, Renewable and Efficient Energy Act.

Unless otherwise specified in Section 5.1, Section 5.2 and this Section 16.1, each Party shall bear its own costs, including increased costs resulting from a change in applicable Law or other action of a Governmental Authority, with respect to this Agreement.

16.2 Good Utility Practice. Buyer and Supplier shall perform, or cause to be performed, their obligations under this Agreement in all material respects in accordance with Good Utility Practice.

17 APPROVALS

17.1 Condition Precedent. Unless Buyer waives its right to terminate this Agreement pursuant to Section 17.3 and Section 17.4, each Party's performance of its respective obligations under Articles 3, 4, 5, 7, 8, 10, 11, 12, 14, 15 and 28 and Section 9.2 of this Agreement is subject to Buyer obtaining its approvals described in Section 17.2 and Section 17.4 in form and substance satisfactory to Buyer.

17.2 MPSC Approval. Buyer shall submit this Agreement, the BT Agreement and the Shared Facilities Agreement to the MPSC (in such submission the BT Agreement and the Shared Facilities Agreement shall be attached unexecuted to a letter agreement, (the "Letter Agreement")) for approval consistent with the Clean, Renewable and Efficient Energy Act and any other applicable statutory requirements on or before August 13, 2010.

17.3 Failure to Obtain Approval. If the MPSC fails to grant approval of this Agreement, the BT Agreement, the Shared Facilities Agreement, the Letter Agreement and any relief set forth in the application requesting approval thereof, on or before October 15, 2010, Buyer shall have the right to terminate this Agreement by written notice to Supplier delivered no later than October 22, 2010.

If no such notice is delivered, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 17.3.

17.4 Conditional Approval. If the MPSC grants conditional approval of this Agreement, the BT Agreement, the Shared Facilities Agreement and/or the Letter Agreement on or before October 15, 2010, and the conditions of such approval are not reasonably acceptable to Buyer, then Buyer shall have the right to terminate this Agreement by written notice to Supplier delivered no later than October 27, 2010. If no such notice is delivered, Buyer shall be deemed to have waived its rights to terminate this Agreement pursuant to this Section 17.4. Notwithstanding the foregoing, a failure by the MPSC to approve in all material respects each of this Agreement, the BT Agreement, the Shared Facilities Agreement, the Letter Agreement, and any relief set forth in the application requesting approval thereof, on or before October 15, 2010, shall permit Buyer to terminate this Agreement by written notice to Supplier delivered no later than October 22, in accordance with Section 17.3.

17.5 Cooperation. Each Party agrees to notify the other Party of any significant developments in obtaining any approval in connection with achieving Commercial Operation, including MPSC approval. Each Party shall use reasonable efforts to obtain such required approvals and shall exercise due diligence and shall act in Good Faith to cooperate with and assist each other in acquiring each approval necessary to effectuate this Agreement.

17.6 Intervention. At Buyer's request, Supplier shall (a) timely file a petition for leave to intervene in the MPSC proceeding related to the approval of this Agreement; (b) retain counsel to represent Supplier in such proceeding; and (c) actively support the regulatory approval process.

18 CREDITWORTHINESS AND SECURITY

18.1 [Intentionally Omitted].

18.2 Development Security.

18.2.1 Supplier shall provide to Buyer, as security for the performance of Supplier's obligations hereunder, at Supplier's option, either a letter of credit from a Qualified Financial Institution in the form attached hereto as Exhibit 17 or a cash deposit, in either case, in an amount equal to [redacted] (the "Development Security").

18.2.2 In the event that Buyer delivers Supplier the Option Exercise Notice in accordance with Section 3.6, Buyer shall, within thirty (30) days thereafter, release to Supplier a portion of the Development Security in an amount equal to (a) [redacted] if the manufacturer's rated capacity of the Wind Turbines (in MW) that will comprise the

BT Facility, as indicated in the Option Exercise Notice, equals 89.6 MW; or (b) [redacted] if the manufacturer's rated capacity of the Wind Turbines (in MW) that will comprise the BT Facility, as indicated in the Option Exercise Notice, equals 59.2 MW; provided that if Buyer does not, or is unable to take title to the BT Facility in accordance with the terms of the BT Agreement for any reason, then within ten (10) Business Days after notice from Buyer that it will not take title to the BT Facility in accordance with the terms of the BT Agreement, Supplier shall repost with Buyer such portion of Development Security released to Supplier.

18.2.3 Supplier shall post fifty percent (50%) of the Development Security within five (5) Business Days after the Effective Date. Supplier shall post the remaining fifty percent (50%) of the Development Security within five (5) Business Days after the later of (a) the date on which the MPSC approves this Agreement without conditions; (b) if the MPSC grants the approval of this Agreement subject to conditions, the date on which the period to terminate this Agreement pursuant to Section 17.4 passes without a termination notice having been sent; or (c) if the MPSC fails to grant approval of this Agreement pursuant to Section 17.2 on or before October 15, 2010, the date on which Buyer waives or is deemed to have waived its right to terminate this Agreement pursuant to Section 17.3.

18.2.4 Buyer shall have the right to draw upon the Development Security, at Buyer's sole discretion, in the event Supplier fails to make any payments owing under this Agreement when due, including Settlement Costs, REC Settlement Costs, Energy Settlement Costs and Penalties, that Buyer has incurred as a result of Supplier's failure to perform its obligations under this Agreement.

18.2.5 In the event that no amounts are due and owing by Supplier to Buyer under this Agreement and Supplier has provided the Operating Security to Buyer, and except to the extent that such Development Security has been applied to the Operating Security pursuant to Section 18.3, the Development Security shall be released to Supplier upon the earlier of (a) termination of this Agreement in accordance with its terms; and (b) on the fifteenth (15^{th}) Business Day after the Generating Facility achieves Commercial Operation. Supplier may apply and maintain the Development Security as a portion of Operating Security required to be provided by Supplier pursuant to Section 18.3.

18.3 Operating Security.

18.3.1 Supplier shall provide to Buyer, as security for the performance of Supplier's obligations hereunder, at Supplier's option, either a letter of credit from a Qualified Financial Institution in the form attached hereto as Exhibit 17 or a cash deposit, in either case, in an amount equal t[redacted] (the "Operating Security").

18.3.2 If Supplier has posted Operating Security in the amount specified in Section 18.3.1 and Buyer takes title to the BT Facility in accordance with Section 3.6 after the Generating Facility reaches Commercial Operation, Buyer shall, within thirty (30) days thereafter, release to Supplier a portion of the Operating Security in an amount equal to (a) [redacted] if the manufacturer's rated capacity of the Wind Turbines (in MW) that comprise the Generating Facility on the day after the date Buyer takes title to the BT Facility equals 110.4 MW; or (b[redacted] if the manufacturer's rated capacity of the Wind Turbines (in MW) that comprise the Generating Facility on the day after the date Buyer takes title to the BT Facility equals 140.8 MW.

18.3.3 Buyer shall have the right to draw upon the Operating Security, at Buyer's sole discretion, in the event Supplier fails to make any payments owing under this Agreement when due, including Settlement Costs, REC Settlement Costs, Energy Settlement Costs and Penalties, that Buyer has incurred as a result of Supplier's failure to perform under this Agreement. The Operating Security shall be posted no later than five (5) Business Days after the Generating Facility achieves Commercial Operation, and may be provided by increasing the face amount of any letter of credit provided as Development Security to an amount equal to the required level specified in this Section 18.3. In the event that no amounts are due and owing by Supplier to Buyer under this Agreement, the Operating Security shall be released to Supplier upon the earlier of (a) termination of this Agreement in accordance with its terms; and (b) on the fifteenth (15th) Business Day after the expiration of the Term.

18.4 Letters of Credit. With respect to any letter of credit posted by Supplier as Development Security or Operating Security, (a) no later than thirty (30) days prior to the expiration date of any letter of credit, Supplier shall cause the letter of credit to be renewed or replaced with another letter of credit in an equal amount; (b) in addition to the conditions specified in Sections 18.2 and 18.3, Buyer shall have the right to draw on such letter of credit, at Buyer's sole discretion (i) if such letter of credit has not been renewed or replaced at least thirty (30) days prior to the date of its expiration; or (ii) if the issuer is no longer a Qualified Financial

Institution and Supplier has not caused a replacement letter of credit to be issued for the benefit of Buyer within five (5) Business Days of such issuer no longer qualifying as a Qualified Financial Institution.

18.5 Maintaining Security. If at any time after the Effective Date of this Agreement, one out of two, Relevant Rating Agencies downgrades the Credit Rating of the issuer of a letter of credit so that it no longer qualifies as a Qualified Financial Institution, then Supplier shall (a) provide Buyer with written notice of such downgrade within two (2) Business Days of Supplier being notified of any such downgrade; and (b) cause a replacement letter of credit satisfying the conditions of Section 18.4 to be issued in favor of Buyer within ten (10) Business Days of Supplier being notified of any such downgrade. Upon receipt by Buyer of any replacement letter of credit, Buyer shall return the letter of credit no longer satisfying the requirements of this Agreement to the issuer. In the event such a downgrade also constitutes an Event of Default pursuant to Article 25; the requirements of this Article 18 are in addition to, and not in lieu of, the provisions of Article 25. Supplier shall take all necessary action and shall be in compliance with Section 18.2 and/or Section 18.3, as the case may be, within fifteen (15) days of Supplier being notified of any such downgrade.

18.6 Waiver of Buyer Security. Supplier hereby waives any and all rights it may have, including rights at Law and otherwise, to require Buyer to provide financial assurances or security (including, but not limited to, cash, letters of credit, bonds or other collateral) in respect of its obligations under this Agreement. Supplier shall not earn or be entitled to any interest on any security provided pursuant to this Article 18, including cash amounts deposited pursuant to Section 18.2 or 18.3.

19 INDEMNIFICATION

19.1 Indemnification for Losses. A Party to this Agreement (the "Indemnifying Party") shall indemnify, defend and hold harmless, on an After Tax Basis, the other Party, its parent and Affiliates, and each of their officers, directors, employees, attorneys, agents and successors and assigns (each an "Indemnified Party") from and against any and all Losses arising out of, relating to, or resulting from any third-party claims as a result of the Indemnifying Party's breach of, or the performance or non-performance of its obligations under this Agreement (including Taxes, and failure to maintain insurance at levels required by this Agreement, Penalties, fines, reasonable attorneys' fees and costs incurred in connection with the Clean, Renewable and Efficient Energy Act) or any other act or failure to act; provided, however, that no Party shall be indemnified hereunder for any Loss to the extent resulting from its own negligence, fraud or willful misconduct.

19.1.1 In furtherance of the foregoing indemnification and not by way of limitation thereof, the Indemnifying Party hereby waives any defense

it otherwise might have against the Indemnified Party under applicable workers' compensation laws.

19.1.2 In claims against any Indemnified Party by an agent of the Indemnifying Party, or anyone directly or indirectly employed by them or anyone for whose acts the Indemnifying Party may be liable, the indemnification obligation under this Article 19 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Indemnifying Party or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

19.2 No Negation of Existing Indemnities; Survival. Each Party's indemnity obligations under this Agreement shall not be construed to negate, abridge or reduce other rights or obligations, which would otherwise exist at Law or in equity. The obligations contained herein shall survive any termination, cancellation, expiration, or suspension of this Agreement to the extent that any third-party claims are commenced during the applicable statute of limitations period.

19.3 Indemnification Procedures.

19.3.1 Any Indemnified Party seeking indemnification under this Agreement for any Loss shall give the Indemnifying Party notice of such Loss promptly but in any event on or before thirty (30) days after the Indemnified Party's actual knowledge of such claim or action. Such notice shall describe the Loss in reasonable detail, and shall indicate the amount (estimated if necessary) of the Loss that has been, or may be sustained by, the Indemnified Party. To the extent that the Indemnifying Party will have been actually and materially prejudiced as a result of the failure to provide such notice, the Indemnified Party shall bear all responsibility for any additional costs or expenses incurred by the Indemnifying Party as a result of such failure to provide notice.

19.3.2 In any action or proceeding brought against an Indemnified Party by reason of any claim indemnifiable hereunder, the Indemnifying Party may, at its sole option, elect to assume the defense at the Indemnifying Party's expense, and shall have the right to control the defense thereof and to determine the settlement or compromise of any such action or proceeding. Notwithstanding the foregoing, an Indemnified Party shall in all cases be entitled to control its own defense in any action if it:

19.3.2.1 May result in injunctions or other equitable remedies with respect to the Indemnified Party which would have a Material Adverse Effect on its business or operations;

19.3.2.2 May result in material liabilities which may not be fully indemnified hereunder; or

19.3.2.3 May have a Material Adverse Effect on the business or the financial condition of the Indemnified Party (including a Material Adverse Effect on the tax liabilities, earnings, ongoing business relationships or regulation of the Indemnified Party) even if the Indemnifying Party pays all indemnification amounts in full.

19.3.3 Subject to Section 19.3.2, neither Party may settle or compromise any claim for which indemnification is sought under this Agreement without the prior written consent of the other Party; provided, however, said consent shall not be unreasonably withheld or delayed.

20 LIMITATION OF LIABILITY

20.1 Responsibility for Damages. Notwithstanding anything under Section 19.1 to the contrary and except to the extent caused by Buyer's negligence or willful misconduct, Supplier shall be responsible for all physical damage to, and destruction of, the property, equipment and/or facilities owned by it, and Supplier hereby releases Buyer from any reimbursement for such damage or destruction.

20.2 Limitation on Damages. To the fullest extent permitted by Law and notwithstanding other provisions of this Agreement, in no event shall a Party be liable to the other Party, whether in contract, warranty, tort, negligence, strict liability, or otherwise, for special, indirect, incidental, multiple, consequential (including lost profits or revenues, business interruption damages and lost business opportunities), exemplary or punitive damages related to, arising out of, or resulting from performance or nonperformance of this Agreement. For purposes of clarification, (a) Settlement Costs, REC Settlement Costs, Energy Settlement Costs or payment made by either Party to satisfy Penalties or payments owing under Sections 3.5, 3.9, 3.10, 9.6, 10.4, 10.5, 19.1 or 28.6; and (b) lost PTCs and recaptured ITCs and ITC Grants, calculated on an After Tax Basis, shall not be considered special, indirect, incidental, multiple, consequential (including lost profits or revenues, business interruption damages and lost business opportunities), exemplary or punitive damages under this Section 20.2. In addition, this limitation on damages shall not apply with respect to claims brought by third parties for which a Party is entitled to indemnification under this Agreement. Notwithstanding any other provision of this Agreement, Supplier's aggregate liability to Buyer pursuant to this Agreement for any reason shall not exceed the amount of the Operating Security, except in the event that this Agreement is terminated due to a Supplier Event of Default, and after such termination, Supplier sells Product from the Generating Facility or another generating facility on the Site to a third party at a price higher than the Product Rate (as may be adjusted by the IRA) ("Third-Party Price"), in which case

Supplier's aggregate liability to Buyer pursuant to this Agreement shall not exceed the Operating Security plus the product of (y) the absolute value of the difference between the Product Rate and the Third-Party Price; and (z) the amount of Product sold to such third party.

20.3 Survival. The provisions of this Article 20 shall survive any termination, cancellation, expiration, or suspension of this Agreement.

21 FORCE MAJEURE

21.1 Excuse. Subject to Section 21.4, neither Party shall be considered in default under this Agreement for any delay or failure in the performance of its obligations and shall be excused in the performance of its obligations under this Agreement (including any obligation to deliver or accept Product) if such delay or failure is due to an event of Force Majeure.

21.2 "Force Majeure" means, subject to Section 21.3, any event or circumstance, including any of the following enumerated events, that occur subsequent to the Effective Date and before the termination or expiration of the Term of this Agreement and that delays or prevents a Party's performance of its obligations under this Agreement, but only to the extent that (a) such event of Force Majeure is not attributable to fault or negligence on the part of that Party; (b) such event of Force Majeure is caused by factors beyond that Party's reasonable control; and (c) despite taking all reasonable technical and commercial precautions and measures to prevent, avoid, mitigate or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate or overcome such event or consequences:

21.2.1 Acts of God such as storms, hurricanes, floods, lightning and earthquakes;

21.2.2 Sabotage or destruction by a third-party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;

21.2.3 War, riot, acts of a public enemy or other civil disturbance;

21.2.4 Strike, walkout, lockout or other significant labor dispute;

21.2.5 Subject to Section 21.3.3, action or inaction of a Governmental Authority (including any change in Law, including the Clean, Renewable and Efficient Energy Act); or

21.2.6 Action or inaction of Transmission Provider but excluding any FERC approved amendments to Transmission Provider's FERC approved tariff.

21.3 Exclusions. None of the following shall constitute an event of Force Majeure:

21.3.1 Economic hardship of either Party;

21.3.2 The non-availability of wind to generate electricity from the Generating Facility;

21.3.3 A Party's failure to obtain any permit, license, consent, agreement or other approval from a Governmental Authority, to the extent attributable to the fault or negligence of that Party, except to the extent it is caused by an event that qualifies under Sections 21.2.3 or 21.2.4; and

21.3.4 A Party's failure to meet a Project Milestone, except to the extent such failure is caused by an event that qualifies under Section 21.2.

21.4 Conditions. A Party may rely on a claim of Force Majeure to excuse its performance only to the extent that such Party:

21.4.1 Provides prompt notice of such Force Majeure event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;

21.4.2 Exercises all reasonable efforts to continue to perform its obligations under this Agreement;

21.4.3 Expeditiously takes action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the event or condition being corrected or cured using commercially reasonable efforts; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;

21.4.4 Exercises all commercially reasonable efforts to mitigate or limit damages to the other Party; and

21.4.5 Provides prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

22 DISPUTES

22.1 Dispute or Claim. Any cause of action, claim or dispute which either Party may have against the other arising out of or relating to this Agreement, including the interpretation of the terms hereof or any Laws that affect this Agreement, or the transactions contemplated hereunder, or the breach, termination or validity thereof ("Dispute") shall be submitted in writing to the other Party. The written submission of any Dispute shall include a concise statement of the question or issue in dispute together with a statement listing the relevant facts and appropriate supporting documentation.

22.2 Good Faith Resolution. The Parties agree to cooperate in Good Faith to expedite the resolution of any Dispute. Pending resolution of a Dispute, the Parties shall proceed diligently with the performance of their obligations under this Agreement.

22.3 Informal Negotiation. The Parties shall first attempt in Good Faith to resolve any Dispute through informal negotiations by the Operating Representatives or Contract Representatives and senior management of each Party.

22.4 Litigation. In the event the Parties are unable to resolve any Dispute pursuant to the foregoing, either may seek redress in a court of law or equity subject to the exclusive jurisdiction in the federal or state courts located in Detroit, Michigan.

22.5 Recovery Costs. In the event any action is brought at law or in equity in court to enforce any provision of this Agreement, or for damages by reason of any alleged breach of this Agreement, then the prevailing Party will be entitled to recover from the other Party all costs of the suit, including, court costs and the prevailing Party's reasonable attorneys' fees and related costs and expenses of litigation.

23 NATURE OF OBLIGATIONS

23.1 Relationship of the Parties. The provisions of this Agreement shall not be construed to create an association, trust, partnership, or joint venture; or impose a trust or partnership duty, obligation, or liability or agency relationship between the Parties.

23.2 No Public Dedication. By this Agreement, neither Party dedicates any part of its facilities nor the service provided under this Agreement to the public.

24 ASSIGNMENT

24.1 Buyer Assignment. Buyer may assign this Agreement or assign or delegate its rights and obligations under this Agreement, in whole or in part, to an entity with a Credit Rating equal to or better than that of Buyer at the time of such assignment or delegation, and which is otherwise capable of performing Buyer's obligations under this Agreement, without Supplier's consent.

24.2 Supplier Assignment. Supplier may perform any of the following, without the consent of Buyer, and without relieving itself from liability hereunder, (a) subject to Section 24.8, transfer, pledge, encumber or assign this Agreement, whether by Change of Control or otherwise, or the accounts, revenues or proceeds hereof in connection with any Financing for the Generating Facility; and (b) transfer or assign this Agreement to any of its Affiliates in connection with a transfer of the Generating Facility to such Affiliate; provided that (i) Supplier provides Buyer prior notice of any such transfer or assignment to such Affiliate; (ii) the creditworthiness of such Affiliate is equal to or superior to the creditworthiness of Supplier as of the Effective Date, as determined by Buyer in its reasonable discretion; and (iii) such Affiliate enters into an assignment and assumption

agreement, in form and substance satisfactory to Buyer, pursuant to which such Affiliate assumes all of Supplier's obligations hereunder and otherwise agrees to be bound by all the terms of this Agreement. Supplier agrees that it will provide written notice to Buyer, the MPSC Staff, and the State of Michigan's Attorney General's Office of Consumer Protection of any assignment of this Agreement by Supplier, within two (2) Business Days of the date of such assignment; provided, however, that any transfer or assignment to an Affiliate under subsection (b) shall not be effective unless and until Supplier and such Affiliate enter into an assignment and assumption agreement as contemplated by subsection (b)(iii) and such assignment and assumption agreement becomes effective.

24.3 Except as stated above, neither this Agreement nor any of the rights, interests and obligations hereunder shall be assigned by Supplier, including by operation of Law, without the prior written consent of Buyer, which consent shall not be unreasonably withheld. Any assignment of this Agreement in violation of the foregoing shall be void.

24.4 Liability After Assignment. A Party's assignment or transfer of rights or obligations pursuant to this Article 24 (other than Section 24.2) of this Agreement shall relieve said Party from any liability and financial responsibility for the performance thereof arising after any such transfer or assignment, provided such transferee enters into an assignment and assumption agreement, in form and substance satisfactory to the other Party, pursuant to which such transferee assumes all of the assigning or transferring Party's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement.

24.5 Transfers of Ownership. Subject to Article 8 and except as part of a Financing in which (a) Supplier is the lessee and not the owner of the Generating Facility; and (b) Buyer, Supplier and the owner of the Generating Facility have entered into a consent to collateral assignment in accordance with Section 24.8, Supplier shall not sell, transfer, assign or otherwise dispose of its ownership interest in the Generating Facility to any third-party during the Term, including to an Affiliate, absent (y) a transfer of this Agreement to such third-party; and (z) Supplier entering into an assignment and assumption agreement, in form and substance satisfactory to Buyer, with such third-party pursuant to which such third-party assumes all of Supplier's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement.

24.6 Assignee Obligations. Supplier shall procure and deliver to Buyer an undertaking, enforceable by Buyer, from each party possessing a security interest in the Generating Facility to the effect that, if such party forecloses on its security interest, and except as may otherwise be provided in the consent to collateral assignment entered into pursuant to Section 24.8, (a) it or its designee will assume Supplier's obligations under and otherwise be bound by the terms of this Agreement; and (b) it will not sell, transfer or otherwise dispose of its interest in the Generating Facility to any third-party absent an agreement from such third-

party to assume Supplier's obligations under and otherwise be bound by the terms of this Agreement.

24.7 Successors and Assigns. This Agreement and all of the provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

24.8 Collateral Assignment by Supplier. If the Supplier intends to transfer, pledge, encumber or collaterally assign this Agreement, whether by Change of Control or otherwise, and including as part of a Financing in which the Supplier is the lessee and not the owner of the Generating Facility, to Supplier's Lenders in accordance with Section 24.2(a), Supplier shall provide written notice to Buyer of such potential transfer, pledge, encumbrance or assignment, including the address of Supplier's potential Lenders. As a condition of any Financing or refinancing of the Generating Facility mentioned in the preceding sentence, Buyer, Supplier and Supplier's Lenders shall execute a consent to collateral assignment of this Agreement, which consent to collateral assignment shall be in form and substance agreed to by Buyer, Supplier and Supplier's Lenders, and shall include the following provisions:

24.8.1 The Parties shall not amend or modify this Agreement in any material respect without the prior written consent of the Supplier's Lenders;

24.8.2 Prior to exercising its right to terminate this Agreement as a result of an Event of Default by Supplier, Buyer shall give notice of such Event of Default by Supplier to the administrative agent of Supplier's Lenders, which Buyer has been provided written notice of;

24.8.3 Supplier's Lenders shall have the right, but not the obligation, to cure an Event of Default on behalf of Supplier in accordance with the provisions of this Agreement; provided that Supplier's Lenders shall be provided an additional forty-five (45) days, from the end of the Cure Period provided pursuant to Section 25.2, to effect a cure of such Event of Default;

24.8.4 An agreement, enforceable by Buyer, from each of Supplier's Lenders that:

24.8.4.1 Supplier's Lenders shall receive prior notice of and the right to approve material amendments to the Agreement, which approval shall not be unreasonably withheld, delayed, or conditioned;

24.8.4.2 If Supplier's Lenders directly or indirectly, take possession of, or title to the Generating Facility (including possession by a receiver or title by foreclosure or deed in lieu of foreclosure), then unless and until Supplier's Lenders sell or transfer the Generating Facility

to a subsequent owner as provided in Section 24.8.4.3, Supplier's Lenders shall assume all of Supplier's obligations under this Agreement; provided that Supplier's Lenders shall have no personal liability for any monetary obligations of Supplier under this Agreement which are due and owing to Buyer as of the assumption date; provided, however, that prior to such assumption, if Buyer advises Supplier's Lenders that Buyer will require that Supplier's Lenders cure (or cause to be cured) any Supplier Event of Default hereunder existing as of the possession date (irrespective of when such Event of Default occurred) in order to avoid the exercise by Buyer (in its sole discretion) of Buyer's right to terminate the Agreement in respect of such Event of Default, then Supplier's Lenders at their option; and in their sole discretion, may elect to either (a) cause such Event of Default to be cured; or (b) not assume this Agreement; and

24.8.4.3 If Supplier's Lenders elect to sell or transfer the Generating Facility (after directly or indirectly taking possession of, or title to, the Generating Facility) or if the sale of the Generating Facility occurs through the actions of Supplier's Lenders (including, a foreclosure sale where a third-party is the buyer, or otherwise), then, as a condition of such sale or transfer, (a) Supplier's Lenders shall cause the buyer or transferee of the Generating Facility to assume all of Supplier's obligations arising under this Agreement; and (b) the buyer or transferee of the Generating Facility shall (i) have creditworthiness that is equal to or superior to the creditworthiness of Supplier as of the Effective Date, as determined by Buyer in its reasonable discretion; and (ii) have experience in operating renewable energy generating facilities that is equivalent or superior to that of Supplier, or retains an experienced operator of the Generating Facility, as determined by Buyer in its reasonable discretion.

24.9 Change of Control.

24.9.1 Any Change of Control of Supplier (whether voluntary or by operation of law) will be deemed an assignment under Section 24.3 and will, subject to the provisions of any consent to collateral assignment executed under Section 24.8, require the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed; provided, however, that Buyer may, as a condition of granting such

consent, require that it be given an opportunity to negotiate in Good Faith to acquire the transferred interest under procedures comparable to those set forth in Section 8.1 with respect to transfers of the Generating Facility. Without limiting Buyer's obligation to consider reasonably any other circumstances, after the Commercial Operation Date has occurred, Buyer shall give its consent to any Change of Control of Supplier if the ultimate parent entity of Supplier following the Change of Control (a) has, or has contracted with an operator for a minimum of five (5) years that has, at least three (3) years of experience in the operation and maintenance of wind electric generating facilities as the Lead Operator; and (b) has, or has contracted with an operator for a minimum of five (5) years that has, experience in the operation and maintenance of wind electric generating facilities with an aggregate installed capacity of at least 300 MW.

24.9.2 Definition of Change of Control. For purposes of this Section 24.9, a Change of Control shall mean (a) a transfer of a majority of the ownership interests in Supplier or any SPC Owner to any transferee that is not, at the time of such transfer, an Affiliate of Supplier or the SPC Owner; or (b) any consolidation or merger of Supplier or any SPC Owner in which Supplier or such SPC Owner, as the case may be, is not the continuing or surviving entity, other than a consolidation or merger of Supplier or such SPC Owner in which the holders of Supplier's or such SPC Owner's membership interests immediately before the consolidation or merger will, upon consummation of the consolidation or merger, own at least fifty percent (50%) of the equity of the surviving Person. Notwithstanding the foregoing, a Change of Control shall not be deemed to have occurred as a result of (y) any transfer, including the creation of a security interest, in connection with the Financing of the Generating Facility, either alone or in conjunction with other generating facilities, or as a result of any foreclosure on any security interest granted in connection with such a Financing, or a transfer by the foreclosing party following such a foreclosure; or (z) a transfer of an interest in the Supplier or any direct or indirect owner of Supplier at any time by or to a Supplier's Lender in connection with a Financing; provided that the Parties and Supplier's Lender have executed a consent to assignment in accordance with Section 24.8 in connection with such Financing.

25 DEFAULT AND REMEDIES

25.1 Events of Default. Except to the extent excused due to an event of Force Majeure in accordance with Article 21 an event of default ("Event of Default") shall be deemed to have occurred with respect to a Party (the "Defaulting Party") upon the occurrence of one or more of the following events:

25.1.1 failure to comply with any material obligations imposed upon it by this Agreement which is not described in the subsequent subsections of this Section 25.1;

25.1.2 failure to make timely payments due under this Agreement;

25.1.3 failure to comply with the material requirements of the Control Area Operator, Transmission Provider, Buyer, MISO, MPSC, FERC, and any successor thereto where following such directions is required hereunder;

25.1.4 in the case of Supplier, its failure at any time to qualify the Generating Facility as a Renewable Energy System;

25.1.5 in the case of Supplier, its failure to install, operate, maintain or repair the Generating Facility in accordance with Good Utility Practice or its failure to comply with the requirements of applicable Law, which failure has a material adverse impact on Supplier's ability to comply with its obligations under this Agreement or has a material adverse impact, as determined by Buyer in Good Faith, upon Buyer;

25.1.6 in the case of Supplier, its failure to meet the Construction Start Milestone as of the date set forth in Exhibit 6 and according to the terms and conditions set forth in Exhibit 6;

25.1.7 subject to Section 2.3.6, in the case of Supplier, (a) its failure to achieve Commercial Operation by the Scheduled Commercial Operation Date and according to the terms and conditions set forth in Exhibit 6; or (b) if at least [redacted] but less than [redacted] of the Projected Wind Turbines were Commissioned at Commercial Operation, its failure to Commission an additional five percent (5%) of the Projected Wind Turbines by the end of the Capacity Cure Period;

25.1.8 in the case of Supplier, its failure to comply with the provisions of Article 18;

25.1.9 the Adjusted Delivered Amount during each of two (2) consecutive Contract Years starting with the first full Contract Year does not equal or exceed fifty percent (50%) of the total Supply Amount for the applicable Contract Year;

25.1.10 [Intentionally Omitted];

25.1.11 in the case of Supplier, its failure to comply with the provisions of Article 24;

25.1.12 in the case of Supplier, its failure to comply with the provisions of Article 28; and

25.1.13 in the case of either Party, such Party (a) files a voluntary petition in bankruptcy or files a voluntary petition or otherwise commences any action or proceeding seeking reorganization, liquidation, arrangement or readjustment of its debts or for any other relief under any bankruptcy law, or consents to, approves of, or acquiesces in, any such petition, action or proceeding; (b) applies for or acquiesces in the appointment of a receiver, liquidator, sequestrator, custodian, trustee or similar officer for it or for all or any part of its property; or (c) makes an assignment for the benefit of creditors.

25.1.14 In the case of either Party, a proceeding or case is commenced, without the application or consent of such Party, in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of such Party; (b) the appointment of a trustee, receiver, custodian, liquidator or the like, of such Party or of all or any substantial part of its assets; or (c) similar relief in respect of such Party under any bankruptcy law, and in each such case, such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of ninety (90) days from commencement of such proceeding or case or the date of such order, judgment or decree.

25.2 Cure Period. Upon the occurrence of an Event of Default pursuant to Sections 25.1.2, 25.1.4, 25.1.8, the Defaulting Party shall be entitled to a period of ten (10) days from such occurrence (the "10-Day Cure Period") to cure such Event of Default during which time the duties and obligations of the Non-Defaulting Party under this Agreement are suspended. Upon the occurrence of an Event of Default pursuant to Sections 25.1.1, 25.1.3, 25.1.5, or 25.1.12, the Defaulting Party shall be entitled to a period of thirty (30) days from such occurrence (the "30-Day Cure Period") to cure such Event of Default; provided, however, that, with written notice from Supplier to Buyer, the 30-Day Cure Period shall be extended for an additional one hundred and fifty (150) days if (a) Supplier can demonstrate to Buyer that such Event of Default giving rise to the 30-Day Cure Period was not capable of being cured within such thirty (30) day period and such Event of Default is capable of being cured within an additional one hundred and fifty (150) day period; and (b) Supplier is diligently and continuously proceeding to cure such Event of Default. So long as the Defaulting Party has failed to cure the Event of Default giving rise to the 30-Day Cure Period, the duties and obligations of the Non-Defaulting Party under this Agreement shall be suspended during such 30-Day Cure Period.

25.3 Remedies. If an Event of Default is not cured by the Defaulting Party during the 10-Day Cure Period or 30-Day Cure Period, as applicable, the Non-Defaulting

Party shall be entitled to all legal and equitable remedies that are not expressly prohibited by the terms of this Agreement, including suspension of its obligations under this Agreement, termination of this Agreement as provided in Section 2.3 (for so long as such Event of Default is continuing), payment of damages, and drawing upon the Development Security and/or the Operating Security as provided in Article 18.

26 REPRESENTATIONS AND WARRANTIES OF SUPPLIER

The Supplier represents and warrants the following to Buyer as of the Effective Date:

26.1 Organization. Supplier is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own, lease and/or operate its properties and to carry on its business as is now being conducted. Supplier is duly qualified or licensed to do business as a foreign limited liability company and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed and in good standing would not have a Material Adverse Effect.

26.2 Authority Relative to this Agreement. Supplier has full authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein and has taken all necessary corporate actions necessary to authorize the execution, delivery and performance of this Agreement. No other proceedings or approvals on the part of Supplier are necessary to authorize this Agreement. This Agreement constitutes a legal, valid and binding obligation of Supplier enforceable in accordance with its terms except as the enforcement thereof may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of rights generally.

26.3 Consents and Approvals; No Violation. Other than obtaining the Supplier's Required Regulatory Approvals as set out in Exhibit 10, the execution, delivery and performance of this Agreement by Supplier shall not (a) conflict with or result in any breach of any provision of the articles of organization (or other similar governing documents) of Supplier; (b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except where the failure to obtain such consent, approval, authorization or permit, or to make such filing or notification, could not reasonably be expected to have a Material Adverse Effect; or (c) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation to which Supplier or any of its subsidiaries is a party or by which any of their respective assets may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained.

26.4 Regulation as a Utility. Except as set forth in Exhibit 10, Supplier is not subject to regulation as a public utility or public service company (or similar designation) by any Governmental Authority.

26.5 Interconnection Process. Supplier has initiated with the Transmission Provider the process of obtaining the rights to interconnect the Generating Facility to the Transmission System in order to provide for the delivery of Energy to and at the Delivery Point.

26.6 Interconnection Cost Due Diligence. Supplier has conducted due diligence regarding the costs of all facilities necessary to interconnect the Generating Facility to the Delivery Point and all such costs are covered by the Product Rate set forth in Exhibit 2A.

26.7 Permits, Authorizations, Licenses, Grants, etc. Supplier has applied or will apply for or has received the permits, authorizations, licenses and grants listed in Exhibits 10 and 11, and that no other permits, authorizations, licenses or grants, etc. are required by Supplier to construct and operate the Generating Facility and fulfill Supplier's obligations under this Agreement.

26.8 Related Agreements. Supplier has entered into or will enter into all necessary and material agreements as listed in Exhibit 12 related to Supplier's obligations under this Agreement.

26.9 Certification. The Generating Facility will qualify as a Renewable Energy System as of the Commercial Operation Date and Supplier has been and is in compliance with all requirements set forth in the Clean, Renewable and Efficient Energy Act.

26.10 Title. Upon achieving the Operation Date, Supplier shall own all Product attributable to the Generating Facility and has the right to sell such Product to Buyer. Supplier will convey good title to the Product to Buyer free and clear of any liens or other encumbrances or title defects, including any which would affect Buyer's ownership of any portion of such Product or prevent the subsequent transfer of any portion of such Product by Buyer to a third-party.

26.11 Generating Facility Site. Supplier either (a) owns the real property on which the Generating Facility is located; (b) has obtained the option to exclusively use and/or purchase the real property on which the Generating Facility will be located; or (c) has obtained the necessary rights to construct and operate the Generating Facility on such real property, throughout the Term.

27 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants the following to Supplier as of the Effective Date:

27.1 Organization; Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and has all

requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as is now being conducted. Buyer is duly qualified or licensed to do business as a corporation and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed and in good standing would not have a Material Adverse Effect.

27.2 Authority Relative to this Agreement. Buyer has full corporate authority to execute and deliver this Agreement to which it is a Party and to consummate the transactions contemplated herein. The execution and delivery of this Agreement has been duly and validly authorized by Buyer and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement constitutes a legal, valid and binding obligation of Buyer enforceable in accordance with its terms except as the enforcement thereof may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of rights generally.

27.3 Consents and Approvals; No Violation. Other than obtaining the Buyer Required Regulatory Approvals as set out in Exhibit 9, the execution, delivery and performance of this Agreement by Buyer shall not (a) conflict with or result in any breach of any provision of the articles of organization (or other similar governing documents) of Buyer; (b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except (i) where the failure to obtain such consent, approval, authorization or permit, or to make such filing or notification, could not reasonably be expected to have a Material Adverse Effect; or (ii) for those consents, authorizations, approvals, permits, filings and notices which become applicable to Buyer as a result of specific regulatory status of Buyer (or any of its Affiliates) or as a result of any other facts that specifically relate to the business or activities in which Buyer (or any of its Affiliates) is or proposes to be engaged, which consents, approvals, authorizations, permits, filings and notices have been obtained or made by Buyer; or (c) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation to which Buyer or any of its subsidiaries is a party or by which any of their respective assets may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained.

27.4 Related Agreements. Buyer warrants that it has entered into or will enter into all necessary and material agreements related to Buyer's obligations under this Agreement.

28 INSURANCE

28.1 General Requirements. Supplier shall maintain at all times, at its own expense, general/commercial liability, worker's compensation, and other forms of insurance relating to its property, operations and facilities in the manner and amounts set forth herein from the Effective Date of this Agreement. Supplier shall maintain coverage on all policies written on a "claims made" or "occurrence" basis. If converted to an occurrence form policy, the new policy shall be endorsed to provide coverage back to a retroactive date acceptable to Buyer. The limits of insurance required herein may be satisfied via multiple policy forms of insurance structured at the Supplier's option, including primary and excess liability policies. General/commercial liability shall remain in full force and effect for period of no less than three (3) years from the date of termination of this Agreement.

28.2 Qualified Insurers. Every contract of insurance providing the coverage required herein shall be with an insurer or eligible surplus lines insurer qualified to do business in the State of Michigan and with the equivalent, on a continuous basis, of a "Best Rating" of "A" or better and shall include provisions or endorsements:

28.2.1 Stating that such insurance is primary insurance with respect to the interest of Buyer and that any insurance maintained by Buyer is excess and not contributory insurance required hereunder;

28.2.2 Stating that no reduction, cancellation or expiration of the policy shall be effective until ninety (90) days from the date notice thereof is actually received by Buyer; provided, that upon Supplier's receipt of any notice of reduction, cancellation or expiration, Supplier shall immediately provide notice thereof to Buyer;

28.2.3 Naming Buyer as an additional insured on the general liability insurance policies of Supplier as its interests may appear with respect to this Agreement; and

28.2.4 Waving insurer's rights of subrogation against Buyer.

28.3 Certificates of Insurance. Within thirty (30) days of the Effective Date, Supplier shall provide to Buyer, and shall continue to provide to Buyer within thirty (30) days of each anniversary of the Effective Date until the expiration of this Agreement, upon any change in coverage, or at the request of Buyer not to exceed once each year, properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by Supplier under this Agreement. Certificates of insurance shall provide the following information:

28.3.1 The name of insurance company, policy number and expiration date;

28.3.2 The coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of Supplier maintaining such policy; and

28.3.3 A statement indicating that Buyer shall receive at least ninety (90) days prior notice of cancellation or expiration of a policy or of a reduction of liability limits with respect to a policy.

28.4 Certified Copies of Insurance Policies. At Buyer's request, in addition to the foregoing certifications, Supplier shall deliver to Buyer a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company.

28.5 Inspection of Insurance Policies. Buyer shall have the right, on reasonable advance notice, to inspect the original policies of insurance applicable to this Agreement at Supplier's place of business during regular business hours.

28.6 Supplier's Minimum Insurance Requirements.

28.6.1 Worker's Compensation. Worker's compensation insurance in accordance with statutory requirements including employer's liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence and endorsement providing insurance for obligations under the U.S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act where applicable.

28.6.2 General Liability. General liability insurance including bodily injury, property damage, products/completed operations, contractual and personal injury liability with a combined single limit of at least five million dollars ($5,000,000) per occurrence and at least five million dollars ($5,000,000) annual aggregate.

28.6.3 Automobile Liability. Automobile liability insurance including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least two million dollars ($2,000,000) per occurrence and at least two million dollars ($2,000,000) aggregate.

28.7 Failure to Comply. If Supplier fails to comply with the provisions of this Article 28, Supplier shall save harmless and indemnify Buyer from any direct and indirect loss and liability, including attorneys' fees and other costs of litigation, resulting from the injury or death of any person or damage to any property if Buyer would have been protected had Supplier complied with the requirements of this Article 28, in accordance with the indemnification provisions of Article 19.

28.8 Deductibles and Self-Insured Retention Provisions. Any deductible or self-insured retention provisions of insurance required under this Article 28 shall be for the sole account of Supplier.

29 CONFIDENTIALITY

29.1 Confidential Information.

29.1.1 "Confidential Information" means information provided by one Party (the "Disclosing Party") to the other (the "Receiving Party") in connection with the negotiation or performance of this Agreement that is clearly labeled or designated by the Disclosing Party as "confidential" or "proprietary" or with words of like meaning or, if disclosed orally or visually, clearly identified as confidential with that status confirmed promptly thereafter in writing, excluding, however, information described in Section 29.3.

29.1.2 Notwithstanding any provision of Section 29.1.1 to the contrary, either Party shall be permitted to disclose, without limitation, the following information related to the Generating Facility and this Agreement:

29.1.2.1 Buyer has entered into this Agreement with Seller for the purchase of Energy and RECs;

29.1.2.2 The identity of Seller and Seller's upstream parent companies;

29.1.2.3 The location of the Generating Facility;

29.1.2.4 The intended capacity of the Generating Facility;

29.1.2.5 The Generating Facility's status as a Renewable Energy System;

29.1.2.6 The expected on-line date of the Generating Facility; and

29.1.2.7 The expected and/or actual Michigan-based labor and equipment used to construct and operate the Generating Facility.

29.2 Treatment of Confidential Information. The Receiving Party shall treat any Confidential Information with at least the same degree of care regarding its secrecy and confidentiality as the Receiving Party's similar information is treated within the Receiving Party's organization. The Receiving Party shall keep confidential and not disclose the Confidential Information of the Disclosing Party to third parties (except as stated hereinafter) nor use it for any purpose other than its performance under this Agreement, without the express prior written consent of the Disclosing Party; provided that Buyer may use Confidential Information in connection with any other transaction between Buyer and Supplier or an Affiliate of Buyer, so long as such information is not disclosed to a third party. The Receiving Party further agrees that it shall restrict disclosure of Confidential Information as follows:

29.2.1 Disclosure shall be restricted solely to (a) its agents as may be necessary to enforce the terms of this Agreement; (b) its Affiliates, shareholders, directors, officers, employees, advisors, rating agencies, insurance providers, Supplier's Lenders and prospective Supplier's Lenders and representatives, direct and indirect equity investors, contractors, subcontractors and prospective equity investors as necessary; (c) any Governmental Authority in connection with seeking any required regulatory approval; (d) to the extent required by applicable Law; (e) in the case of Buyer only, potential transferees of Energy or RECs obtained by Buyer; and (f) potential assignees of this Agreement (together with their agents, advisors and representatives), as may be necessary in connection with any such assignment (which assignment or transfer shall be in compliance with Article 24) in each case after advising those agents of their obligations under this Article 29.

29.2.2 In the event that the Receiving Party is required by applicable Law to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice of such request or requirement to enable Disclosing Party to seek an appropriate protective order or other remedy and to consult with Disclosing Party with respect to Disclosing Party taking steps to resist or narrow the scope of such request or legal process. The Receiving Party agrees not to oppose any action by the Disclosing Party to obtain a protective order or other appropriate remedy. In the absence of such protective order, and provided that the Receiving Party is advised by its counsel that it is compelled to disclose the Confidential Information, the Receiving Party shall:

29.2.2.1 Furnish only that portion of the Confidential Information which the Receiving Party is advised by counsel is legally required; and

29.2.2.2 Use its commercially reasonable efforts, at the expense of the Disclosing Party, to ensure that all Confidential Information so disclosed will be accorded confidential treatment.

29.2.3 Section 29.2.2 shall only apply to information disclosed as contemplated by 29.2.1.

29.2.4 A Receiving Party shall not be deemed to have violated this Section 29.2 if its officers and employees have discussions or other interactions with staff members of the MPSC or other regulatory bodies in which information about the Generating Facility and this Agreement is disclosed. Any such person shall use commercially reasonable efforts to advise such staff members that information about

the Generating Facility and this Agreement is confidential, but the Receiving Party shall not be in breach of this Agreement if such staff members subsequently disclose such information.

29.3 Excluded Information. Confidential Information shall be deemed not to include the following:

29.3.1 Information which is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of this Article 29;

29.3.2 Information which was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party;

29.3.3 Information which becomes available to the Receiving Party on a non-confidential basis from a Person other than the Disclosing Party or its representative who is not otherwise bound by a confidentiality agreement with Disclosing Party or its agent or is otherwise not under any obligation to Disclosing Party or its agent not to disclose such information to the Receiving Party and the Receiving Party, exercising reasonable due diligence, should have known of such obligation; and

29.3.4 Information received by Buyer during the course of any other transaction between Buyer and Supplier or an Affiliate of Supplier.

29.4 Injunctive Relief Due to Breach. The Parties agree that remedies at Law may be inadequate to protect each other in the event of a breach of this Article 29, and the Receiving Party hereby in advance agrees that the Disclosing Party shall be entitled to seek, without proof of actual damages, temporary, preliminary and permanent injunctive relief from any Governmental Authority restraining the Receiving Party from committing or continuing any breach of this Article 29.

29.5 Public Statements. The Parties shall consult with each other prior to issuing any public announcement, statement or other disclosure with respect to this Agreement or the transactions contemplated hereby and neither Party shall issue any such public announcement, statement or other disclosure without having first received the written consent of the other Party, except as may be required by Law.

29.5.1 Notwithstanding the foregoing, each Party acknowledges and agrees that the other Party may advertise, issue brochures or make other announcements, publications or releases regarding this Agreement and the Generating Facility for educational, promotional or informational purposes. Each Party shall reasonably cooperate with the other Party regarding such activities, including, in the case of Supplier, providing Buyer with reasonable access to the Generating Facility and authorizing the use of pictures of the Generating Facility for such activities.

29.5.2 Buyer may, at no cost to Supplier:

29.5.2.1 Install signage which may depict Buyer purchasing the output of the Generating Facility. Such signage shall be subject to the approval of Supplier, and such approval will not be unreasonably withheld. Such signage shall be installed only on locations where Supplier otherwise has the right to install signage. Such signage shall not interfere with Supplier's access to or operation or maintenance of the Generating Facility.

29.5.2.2 Produce and distribute general and web-based media such as brochures, news articles, video and any other media type for the purpose of promoting Buyer purchasing the output of the Generating Facility; provided, however, that such media shall not contain any information otherwise considered to be Confidential Information.

29.5.3 It shall not be deemed a violation of this Section 29.5 to file this Agreement with the MPSC or FERC for approval as required by applicable Law.

30 MISCELLANEOUS

30.1 Notices.

30.1.1 All notices hereunder shall, unless expressly specified otherwise, be in writing and addressed to the Parties' Contract Representatives as set forth in Exhibit 4 or as modified from time to time by the receiving Party by notice to the other Party. Any changes to Exhibit 4 shall not constitute an amendment to this Agreement.

30.1.2 All notices or submittals required by this Agreement shall be sent either by hand-delivery, regular first class U.S. mail, registered or certified U.S. mail postage paid return receipt requested, overnight courier delivery, electronic mail or facsimile transmission. Such notices or submittals will be effective upon receipt by the addressee, except that notices or submittals transmitted by electronic mail or facsimile transmission shall be deemed to have been validly and effectively given on the day (if a Business Day and, if not, on the next following Business Day) on which it is transmitted if transmitted before 1600 EPT, and if transmitted after that time, on the following Business Day; provided, however, that if any notice or submittal is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

30.1.3 All oral notifications required under this Agreement shall be made to the receiving Party's Operating Representative and shall promptly be followed by notice as provided in the other provisions of this Section 30.1.

30.2 Integration. This Agreement contains the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein, thereby merging and superseding all prior agreements and representations, whether written or oral, by the Parties with respect to such subject matter.

30.3 Counterparts. This Agreement may be executed in two (2) counterparts, both of which shall be deemed an original and when taken together shall constitute one and the same instrument.

30.4 Interpretation. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes" and "including" in this Agreement shall not be limiting and shall be deemed in all instances to be followed by the phrase "without limitation". References to Articles and Sections herein are cross-references to Articles and Sections, respectively, in this Agreement, unless otherwise stated and where the context requires, words, including capitalized terms, importing the singular will include the plural and vice versa.

30.5 Headings. The headings or section titles contained in this Agreement are inserted solely for convenience and do not constitute a part of this Agreement between the Parties, nor should they be used to aid in any manner in the construction of this Agreement.

30.6 Discontinued or Modified Index. If any index utilized herein shall be discontinued or substantially modified, then such index will be modified to the most appropriate available index, with appropriate basis changes to take into account any changes in the location of measurement.

30.7 Severability. If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in Good Faith to replace such invalid, void or unenforceable provisions with valid and enforceable provisions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

30.8 Waivers; Remedies Cumulative. No failure or delay on the part of a Party in exercising any of its rights under this Agreement or in insisting upon strict performance of provisions of this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing or course of performance between the Parties shall constitute a waiver of the rights of either Party under this Agreement. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

30.9 Amendments. The Parties agree that if the Laws that govern this Agreement are amended or superseded such that a change in Law causes a Material Adverse Effect on either Party, the affected Party is entitled to provide written notice to the other requesting that the Parties convene and negotiate in Good Faith ways to amend this Agreement to mitigate the Material Adverse Effect; provided, however, that the Parties shall not be obligated to modify this Agreement pursuant to such negotiations. Otherwise, amendments to this Agreement shall be mutually agreed upon by the Parties, produced in writing and shall be executed by an authorized representative of each Party. The Buyer may submit an amendment to the MPSC and FERC, as applicable, for filing, acceptance or approval.

30.10 Time is of the Essence. Time is of the essence to this Agreement and in the performance of all of the covenants, obligations and conditions hereof.

30.11 Choice of Law. This Agreement and the rights and obligations of the Parties shall be construed and governed by the Laws of the State of Michigan.

30.12 Further Assurances. The Parties hereto agree to execute and deliver promptly, at the expense of the Party requesting such action, any and all other and further instruments, documents and information which a Party, may request and which are reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30.13 Forward Contract. The Parties acknowledge and agree that this Agreement constitutes a "forward contract" and that Supplier and Buyer are "forward contract merchants" within the meaning of the United States Bankruptcy Code.

30.14 No Third-Party Beneficiaries. Except with respect to the rights of the Indemnified Party in Section 19.1 and Supplier's Lenders in Section 24.8, (a) nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any third-party; (b) no third-party shall have any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder; and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third-party as a third-party beneficiary to this Agreement or the services to be provided hereunder.

30.15 Standard of Review. Absent agreement of both Parties to the proposed change, the standard of review for changes to this Agreement proposed by a Party, a non party or the Federal Energy Regulatory Commission acting sua sponte shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (aka the "Mobile Sierra doctrine"). This Agreement shall not be subject to change by application of either Party pursuant to §205 or §206 of the Federal Power Act.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative on the date first stated above.

BUYER:

THE DETROIT EDISON COMPANY

By: _____
Name:
Title: CHAIR & CEO

SUPPLIER:

GRATIOT COUNTY WIND LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative on the date first stated above.

BUYER:

THE DETROIT EDISON COMPANY

By:_____
Name:
Title:

SUPPLIER:

GRATIOT COUNTY WIND LLC

By:_____
Name:
Title:

Legal Approval:_____
Date: 8-10-10

EXHIBIT 1

DESCRIPTION OF GENERATING FACILITY

1. Name of Facility: Gratiot Wind Energy

   (a) Location: Wheeler, Bethany, Emerson, and Lafayette Townships in Gratiot County, MI

   (b) Site: The Site is the contiguous area of real property identified on the map attached hereto as Attachment 1.

2. Owner: Gratiot County Wind LLC

3. Operator: Invenergy Services LLC

4. Equipment:

   (a) Type of Facility: Wind

   (b) Capacity:

   Number of Projected Wind Turbines: 125

   Manufacturer's rated capacity of each Projected Wind Turbine: 1.6

   Total manufacturer's rated capacity of Projected Wind Turbines: 200 MW

Attachment 1

Site Map

The Site is identified on the map on the following page.

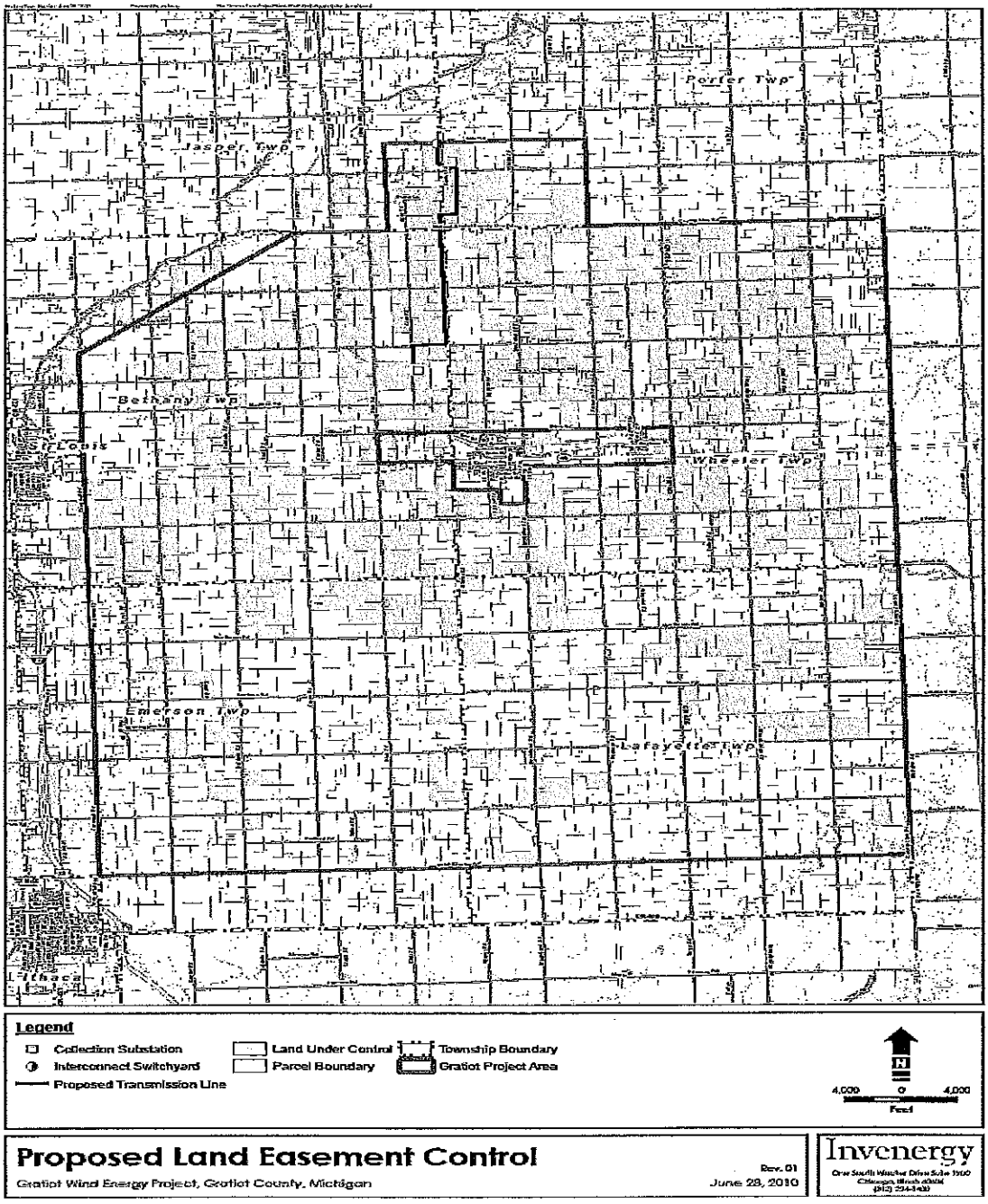

Porter Twp
Jasper Twp
Bethany Twp
St Louis
Wheeler Twp
Emerson Twp
Lafayette Twp
Ithaca
Legend
Collection Substation
Interconnect Switchyard
Proposed Transmission Line
Land Under Control
Parcel Boundary
Township Boundary
Gratiot Project Area
N
4,000
0
4,000
Feet
Proposed Land Easement Control
Gratiot Wind Energy Project, Gratiot County, Michigan
Rev. 01
June 28, 2010
Invenergy

EXHIBIT 2A

PRODUCT RATE

The Product Rate for the Term shall be:

Product Rate = $[redacted] per MWh + IRA

Where:

"IRA" = the *Interest Rate Adjustment.* Subject to Section 4.2, the Product Rate shall be adjusted on the date of Financial Closing by [redacted] per MWh for each [redacted] basis point change (upward or downward) in the US government securities, Treasury constant maturities, Nominal 10-year rate reported in Federal Reserve Statistical Release H15 compared to a base rate of 335 basis points.

EXHIBIT 2B

EXCESS PRODUCT RATE

For any Contract Year, the "Excess Product Rate" shall be [redacted] of the Product Rate for such Contract Year.

EXHIBIT 2C
MONTHLY INVOICE DETAIL

Supplier Letterhead

Generating Facility:

Date:
Invoice Number:
Billing Period:
Payment Due Date:

Delivered Amount (MWh) _____
- **Base Delivered Amount (MWh)**_____
- **Excess Amount (MWh)**_____

Deemed Delivered Amount (MWh) _____
- **Force Majeure (MWh)**_____
- **Emergency (MWh)**_____
- **Buyer Curtailment (MWh)**_____

Adjusted Delivered Amount _____

Product Rate ($/MWh) _____
Excess Product Rate ($/MWh) _____
Production Tax Credit Value ($/MWh) _____
Scheduling Fee ($/MWh) _____

Base Delivered Amount Cost _____

Excess Amount Cost _____

Unexcused Amount _____

Variance Payments _____

Scheduling Fees _____

_____
TOTAL INVOICE AMOUNT

***The Monthly Energy Invoice is the first component of Exhibit 2C. Please see the following page for the second component.**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
Date	Hour	Delivered Amount	Base Delivered Amount	Product Rate	Scheduling Fee	Base Delivered Amount Cost	Excess Amount	Excess Product Rate	Excess Amount Cost	Curtailment Amount	Excused Curtailment Amount	Unexcused Curtailment Amount	Production Tax Credit Value	Unexcused Curtailment Amount Cost	Adjusted Delivered Amount	Adjusted Delivered Amount Cost
mm/dd/yy	1	[MWh]	[MWh]	[$/MWh]	[$/MWh]	[$]	[MWh]	[$/MWh]	[$]	[MWh]	[MWh]	[MWh]	[$/MWh]	[$]	[MWh]	[$]
-	2	= (d) + (h)				= (d) * ((e)-(f))			= (h) * (i)	= (l) + (m)				= (m) x (e + n)	= (c) + (m)	= (g) + (j) + (o)
-	3															
-	4															
-	5															
-	6															
-	7															
-	8															
-	9															
-	10															
-	11															
-	12															
-	13															
-	14															
-	15															
-	16															
-	17															
-	18															
-	19															
-	20															
-	21															
-	22															
-	23															
-	24															
Monthly Total																

EXHIBIT 2D

REC SETTLEMENT INVOICE

Buyer Letterhead

Generating Facility:

Date:
Invoice Number:
Contract Year:
Payment Due Date:

SHORTFALL CALCULATION

Adjusted Delivered Energy Contract Year	**MWh**
January	_____
February	_____
March	_____
April	_____
May	_____
June	_____
July	_____
August	_____
September	_____
October	_____
November	_____
December	_____

Adjusted Delivered Energy Preceding Contract Year	**MWh**
January	_____
February	_____
March	_____
April	_____
May	_____
June	_____
July	_____
August	_____
September	_____
October	_____
November	_____
December	_____

A) Average Adjusted Delivered Energy _____

B) Contract Year Supply Amount _____

C) Shortfall Triggered (0.75 x B) _____

D) Shortfall Amount (C – A) _____

ENERGY SETTLEMENT COST CALCULATION

E) Energy Index ($/MWh) _____
(Average MISO DA LMP at Gen Node over Contract Year)

F) Transfer Price ($/MWh) _____

G) Energy Settlement Cost = D x (E – F), or zero, whichever is greater _____

REC SETTLEMENT COST CALCULATION

H) Market REC Price ($/REC) _____
(Average MISO DA LMP at Gen Node over Contract Year)

I) Product Rate ($/MWh) _____

J) Implied REC Price ($/REC) = (I – H) _____

K) REC Settlement Cost = D x (H – J), or zero, whichever is greater _____

TOTAL INVOICE AMOUNT (G + K) _____

EXHIBIT 2E

ENERGY SETTLEMENT INVOICE

Supplier Letterhead

Generating Facility:

Date:
Invoice Number:
Contract Year:
Payment Due Date:

SHORTFALL CALCULATION

Adjusted Delivered Energy Contract Year	**MWh**
January	_____
February	_____
March	_____
April	_____
May	_____
June	_____
July	_____
August	_____
September	_____
October	_____
November	_____
December	_____

Adjusted Delivered Energy Preceding Contract Year	**MWh**
January	_____
February	_____
March	_____
April	_____
May	_____
June	_____
July	_____
August	_____
September	_____
October	_____
November	_____
December	_____

A) Average Adjusted Delivered Energy _____

B) Contract Year Supply Amount _____

C) Shortfall Triggered (0.75 x B) _____

D) Shortfall Amount (C – A) _____

ENERGY SETTLEMENT COST CALCULATION

E) Energy Index ($/MWh) _____
(Average MISO DA LMP at Gen Node over Contract Year)

F) Transfer Price ($/MWh) _____

G) Energy Settlement Cost = D x (E – F), or zero, whichever is greater _____

TOTAL INVOICE AMOUNT (G) _____

EXHIBIT 3

TRANSFER PRICE

The Transfer Price for this Agreement is the MPSC-approved transfer price for wind generation contained in Exhibit No. A-8 (JHB-4) of Case No. U-15806 (filed with the MPSC on March 4, 2009).

EXHIBIT 4

NOTICES, BILLING AND PAYMENT INSTRUCTIONS

Supplier:

Gratiot County Wind LLC

Contact	Mailing Address, Phone
Contract Representative: Gratiot County Wind Asset Manager	Gratiot County Wind LLC c/o Invenergy LLC One South Wacker Drive, Suite 2020 Chicago, IL 60606 Phone: (312) 224-1400 Fax: (312) 224-1444
Name and/or Title	[TO BE PROVIDED]
Operating Representative: Name and/or Title	[TO BE PROVIDED]
Operating Notifications: Pre-Scheduling Real-Time Monthly Checkout	
Invoices: Name and/or Title	[TO BE PROVIDED]
Gratiot County Wind Asset Manager	Gratiot County Wind LLC c/o Invenergy LLC One South Wacker Drive, Suite 2020 Chicago, IL 60606 Phone: (312) 224-1400 Fax: (312) 224-1444
Notices pursuant to Article 25 or Sections 2.3.2, 2.3.4, 2.3.6, 17.3, 17.4 or 30.9.	

Name and/or Title	[Mailing & Physical Address if different]
	Invenergy LLC
	One South Wacker Drive, Suite 2020
Invenergy LLC General	Chicago, IL 60606
Counsel	Phone: (312) 224-1400
	Fax: (312) 224-1444

PAYMENT INSTRUCTIONS	
Payment Check:	
Name and/or Title/Department	
Address [inc. Mail/Suite #s]	
City, ST & Zip	
OR	
Payment Wire Transfer:	
Bank Name	
Bank Address	
Bank City, ST & Zip	
Account Name	[TO BE PROVIDED]
ABA	
Account Number	

Buyer:

The Detroit Edison Company

CONTRACT REPRESENTATIVES

Contact	Mailing Address	Phone	E-mail
General: Generation Optimization – Midterm Optimization	414 South Main Street Suite 300 Ann Arbor, MI 48104	(734) 887-2087 (tel) (734) 887-4051 (fax)	merchants@dteenergy.com
Scheduling/Generation Dispatch/Emergencies (24x7): Generation Optimization – Midterm Optimization	414 South Main Street Suite 300 Ann Arbor, MI 48104	(734) 887-4156 (tel) (734) 887-2010 (fax)	merchants@dteenergy.com
Invoices: Generation Optimization – Settlements	414 South Main Street Suite 300 Ann Arbor, MI 48104	(734) 887-4217 (tel) (734) 887-4051 (fax)	merchants@dteenergy.com
Notices pursuant to Article 25 or Sections 2.3.2, 2.3.4, 2.3.6, 17.3, 17.4 or 30.9: General Counsel The Detroit Edison Company	One Energy Plaza Suite 688 WCB Detroit, MI 48226	(313) 235-8500 (fax)	

EXHIBIT 5

ONE-LINE DIAGRAM OF GENERATING FACILITY

AND

INTERCONNECTION FACILITIES

See attached one-line diagram of the Generating Facility, which indicates the Interconnection Facilities and ownership and the location of meters, which location shall be reasonably satisfactory to Buyer. In accordance with Section 10.1, within thirty (30) days after it executes the GIA, Supplier shall provide an update to Exhibit 5.

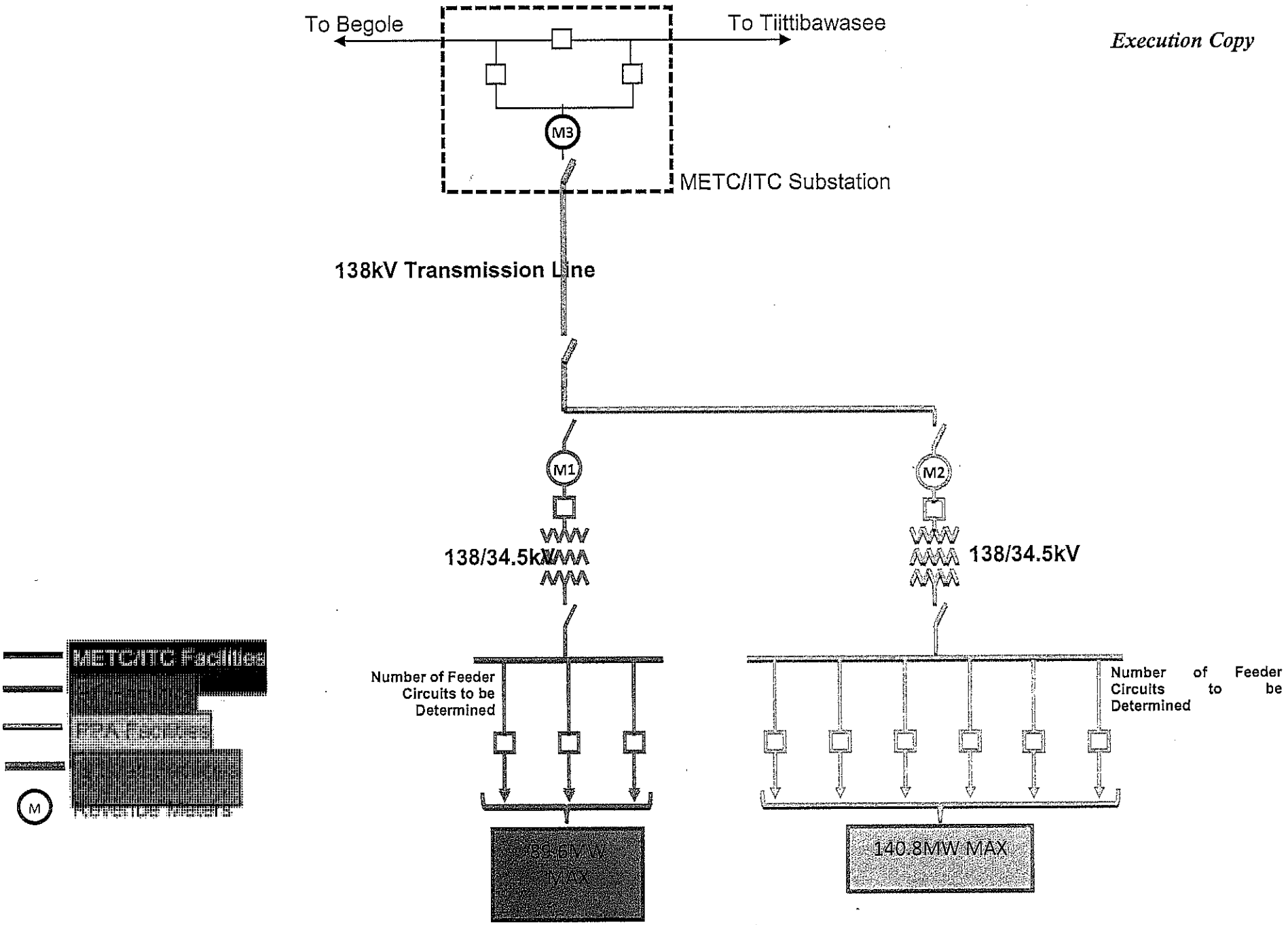

To Begole
To Tiittibawasee
M3
METC/ITC Substation
138kV Transmission Line
M1
M2
138/34.5kV
138/34.5kV
Number of Feeder Circuits to be Determined
Number of Feeder Circuits to be Determined
89.6MW MAX
140.8MW MAX
METC/ITC Facilities
M

EXHIBIT 6

PROJECT MILESTONE SCHEDULE

All time periods are in months after the MPSC Approval Date. As stated below for convenience of drafting after MPSC approval will be shown as "AD". Any other timing is as otherwise described in specific items below. Buyer will update this Exhibit with actual dates after MPSC approval is received.

All milestones may be completed earlier than stated times, at the sole option of Supplier.

A) Project Milestone: Supplier shall have executed the GIA.

Completion Date: 12 months AD

Documentation: Supplier shall provide Buyer with a fully executed copy of the GIA.

B) Project Milestone: Supplier shall have provided a copy of the Wind Turbine Supply Agreement.

Completion Date: 10 months AD

Documentation: Supplier shall provide Buyer with a fully executed redacted copy of the Wind Turbine Supply Agreement.

C) Project Milestone: Supplier shall obtain all permits, licenses, easements and approvals to construct and operate the Generating Facility.

Completion Date: 10 months AD.

Documentation: Supplier shall provide Buyer with written documentation and decisions from the appropriate agencies indicating hearings during which approvals were granted and final written decisions from those agencies where the approval was made.

D) Project Milestone: Supplier shall demonstrate to Buyer that it has achieved Financial Closing for the engineering, procurement and construction of the Generating Facility.

Completion Date: 13 months AD.

Documentation: Supplier shall provide Buyer with written documentation demonstrating that Supplier has closed on financing for the engineering, procurement and construction of the Generating Facility.

E) Project Milestone: Notice to proceed has been issued to the construction contractor under the Construction Contract for the Generating Facility and construction of the Generating Facility has commenced.

Completion Date: 10 months AD

Documentation: Supplier shall provide Buyer a copy of the executed Notice to proceed acknowledged by the construction contractor and documentation from qualified professionals which indicates that physical work has begun on-site regarding the construction of the Generating Facility.

F) Project Milestone: Supplier's major equipment shall be delivered to Generating Facility's construction site.

Completion Date: 19 months after Notice to proceed has been issued to the construction contractor under the Construction Contract.

Documentation: Supplier shall provide Buyer with documentation, including a bill(s) of lading, that the major equipment has been delivered to the Generating Facility's construction site.

G) Project Milestone: Supplier shall qualify as an EWG or other similar status under applicable Law.

Completion Date: No later than thirty (30) days prior to the Planned Operation Date.

Documentation: Supplier shall provide Buyer with documentation that it has filed for and obtained EWG or other similar status under applicable Law and shall remain an EWG or other similar status for the entire Term of this Agreement.

H) Project Milestone: The Generating Facility achieves the Operation Date.

Completion Date: 18 months AD

Documentation: Buyer's Meters shall record Energy being delivered from the Generating Facility to Buyer and the Generating Facility provides written notice to Buyer that the Generating Facility satisfies the definition of Operation Date in the Agreement

I) Project Milestone: The Generating Facility achieves the Commercial Operation Date.

Completion Date: 20 months AD

Documentation: Supplier provides written notice to Buyer that the Generating Facility satisfies the definition of the Commercial Operation Date in the Agreement.

EXHIBIT 7

WIND TURBINE COMMISSIONING CHECKLIST

1) Mechanical Completion with respect to a Wind Turbine has occurred.

2) Start up and Commissioning of the Wind Turbine has been completed, including the field commissioning and acceptance test and the converter commissioning test (except for the Wind Turbine punch list), and such checklists have been completed and submitted to Supplier.

3) The Wind Turbine is capable of producing electricity at its manufacturer's rated output under design conditions.

Where:

"Mechanical Completion" of each Wind Turbine will have occurred when such Wind Turbine has been erected in accordance with the Wind Turbine provider's installation manual and is ready for startup and Commissioning.

EXHIBIT 8

FORM OF AVAILABILITY NOTICE

Date of Notice:

Time of Notice:

Supplier:

Name of Supplier's Representative:

Buyer:

Availability Date:

Contact Information:

	Available Capacity (MW)	Unavailable Capacity (MW)	Plant Total (MW)	Cause and Time of Unavailability
0700				
0800				
0900				
1000				
1100				
1200				
1300				
1400				
1500				
1600				
1700				
1800				
1900				
2000				
2100				
2200				
2300				
2400				
0100				
0200				
0300				
0400				
0500				
0600				

	Available Capacity (MW)	Unavailable Capacity (MW)	Plant Total (MW)	Cause and Time of Unavailability
0700				
0800				
0900				
1000				
1100				
1200				
1300				
1400				
1500				
1600				
1700				
1800				
1900				
2000				
2100				
2200				
2300				
2400				

EXHIBIT 9

BUYER'S REQUIRED REGULATORY APPROVALS

1. MPSC approval of this Agreement
2. MPSC approval of the Letter Agreement
3. MPSC approval of the BT Agreement
4. MPSC approval of the Shared Facilities Agreement

EXHIBIT 10

SUPPLIER'S REQUIRED REGULATORY APPROVALS

1. Renewable Energy System certification.
2. EWG Certification
3. Market-Based Rate Authority

EXHIBIT 11

Exhibit 11 - Supplier's Required Permits for Construction and Operation

The following permits and approvals will be secured for the construction of the Generating Facility.

Agency	Interest or Permit
Federal	
Federal Aviation Administration (FAA)	Determination of No Hazard
U.S. Army Corps of Engineers (USACOE)	Impact of project construction activities on waterways and wetlands (if wetlands are impacted)
State	
Michigan Department of Environmental Quality (MDEQ)	Sec 404 permitting- show adherence to wetlands, floodplains, etc. (if wetlands are impacted)
Michigan Department of Environmental Quality (MDEQ)	General Permit F- sec 301 and 303 (if wetlands are impacted)
Local	
Gratiot County	Special Use Permit for Lafayette Township (SUP)
Gratiot County	Building Permit for Lafayette Township
Midland County	Building Permit for Transmission Line
Bethany Township	Special Use Permit (SUP)
Wheeler Township	Special Use Permit (SUP)
Emerson Township	Special Use Permit (SUP)
Bethany Township	Building Permit
Wheeler Township	Building Permit
Emerson Township	Building Permit

EXHIBIT 12

SUPPLIER'S REQUIRED AGREEMENTS

1. This Agreement
2. The GIA
3. Private Lease Agreements
4. Construction Contract
5. Operations and Maintenance Agreement
6. Wind Turbine Supply Agreement

EXHIBIT 13

SUPPLY AMOUNT

The Annual Supply Amount shall be [redacted] MWh.

EXHIBIT 14

FORM OF ROFO PROPERTY RIGHT NOTICE

(Space Above for Recorder's Use Only)

NOTICE OF THE DETROIT EDISON COMPANY'S RIGHTS

NOTICE IS HEREBY GIVEN THAT THE DETROIT EDISON COMPANY, a Michigan corporation ("DTE"), and Gratiot County Wind LLC, a Delaware limited liability company ("Supplier"), have entered into that Long-Term Non-Firm Renewable Energy Credit and Renewable Power Purchase Agreement dated as of _____ (as amended, supplemented and revised from time to time, the "Agreement"). Pursuant to the Agreement, DTE has the right to purchase all Energy, RECs, Capacity and Renewable Energy Benefits (as such terms are defined in the Agreement) associated with or attributable to any generating facilities located or to be located on that certain real property (the "Property") more particularly described on Exhibit A attached hereto and incorporated herein by the reference.

DTE's rights shall terminate as set forth in the Agreement, but not later than ____. This Notice shall terminate automatically on ____, unless earlier terminated by DTE by recording a notice of termination.

Reference is made to the Agreement for the terms and conditions of DTE's rights. Interested parties may find a redacted version of the Agreement on the Michigan Public Service Commission's website at http://www.mi.gov/mpsc/. In the event of a conflict between the terms of this Notice and the terms of the Agreement, the terms of the Agreement shall control.

[Signatures are on the following page]

THE DETROIT EDISON COMPANY

By:_____

Name:_____

Title:_____

Date:_____

GRATIOT COUNTY WIND LLC

By:_____

Name:_____

Title:_____

Date:_____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2010, by Gratiot County Wind LLC.

_____
Notary Public
_____ County, Michigan
My Commission Expires:_____
Acting in _____ County, Michigan

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2010, by _____, the _____ of The Detroit Edison Company, on behalf of the corporation.

_____
Notary Public
_____ County, Michigan
My Commission Expires:_____
Acting in _____ County, Michigan

Drafted By and When Recorded Return to:

Heather A. Betts, Detroit Edison, One Energy Plaza, 688 WCB, Detroit, Michigan 48226

Exhibit A

Legal Description of Property

[Supplier shall provide Buyer with this Exhibit A no later than sixty (60) days prior to the date the notice to proceed has been issued to the construction contractor under the Construction Contract.]

EXHIBIT 15

OPERATION AND MAINTENANCE AGREEMENT; OPERATOR GOOD STANDING CERTIFICATE

In accordance with Section 10.7, Supplier shall provide Exhibit 15 no later than ninety (90) days prior to the Commercial Operation Date.

EXHIBIT 16

GROUND LEASE; RIGHTS-OF-WAY

In accordance with Section 10.8, Supplier shall provide Buyer with this Exhibit 16 no later than sixty (60) days prior to the date the notice to proceed has been issued to the construction contractor under the Construction Contract.

EXHIBIT 17

FORM OF LETTER OF CREDIT

Irrevocable Stand-by Letter of Credit

Letter of Credit, form of
(Specimen--SBLC)

NAME/ADDRESS OF (USA) CONFIRMING BANK [IF ISSUER IS FOREIGN]:
BENEFICIARY:

The Detroit Edison Company
[Address 1]
[Address 2]
[City, State, Zip]
Contact: [_____] Tel: [_____]

REF: IRREVOCABLE STANDBY LETTER OF CREDIT NO. (REF. NO.)

This Irrevocable Standby Letter of Credit ("Credit") is hereby issued to serve as a security for, [_____] (hereinafter called the "Applicant") under the _____ _____ (hereinafter called the "Agreement").

The (Name of Issuing Bank) hereby unconditionally and irrevocably undertakes and binds itself, its successors and assigns to pay the Beneficiary immediately without recourse, the sum of _____ **($XX,XXX,XXX.00)** upon receipt of the Beneficiary's draft, purportedly signed by its duly authorized representative, stating in substantial form the following:

The Applicant is in default under the Contract.

It is fully understood that this Credit takes effect from the date of Issuance and shall remain valid through [DATE]. Presentation under this Credit may be made by facsimile at: [FAX NUMBER].

Except as otherwise expressly stated herein, this Credit is subject to the International Standby Practices (1998) I.C.C. Publication No. 590 ("ISP98"). As to matters not covered by ISP98, this Credit shall be subject to and governed by the laws of the State of New York without regard to its conflicts of law provisions that would apply the laws of another jurisdiction.

Yours faithfully,

_____
(Name of Issuing Bank)

EXHIBIT 18

[RESERVED]

EXHIBIT 19

GUARANTEED MECHANICAL AVAILABILITY

Supplier guarantees that the Generating Facility shall achieve a mechanical availability guaranty (as defined below and hereinafter referred to as the "Mechanical Availability Guaranty") of [redacted] for the prior two (2) year period for each Contract Year following the second full Contract Year after the Generating Facility achieves Commercial Operation and throughout the remainder of the Term. In the event that the Mechanical Availability Guaranty is less than the guaranteed level, Supplier shall pay Buyer Mechanical Availability Guaranty Damages as set forth below.

The term "Mechanical Availability Guaranty" shall be calculated, for any rolling two year period and for all Wind Turbines, as a percentage, in accordance with the following formula:

$$\text{Mechanical Availability Percentage} = 100 \times \frac{\text{total Operating Hours during the two year period for all Wind Turbines}}{\text{total Base Hours during the two year period for all Wind Turbines}}$$

where:

"Operating Hours" means, for each Wind Turbine, the total number of hours in the period that such Wind Turbine is physically capable of producing Energy.

"Base Hours" means, for each Wind Turbine, the total number of hours in the period less any hours during such period that such Wind Turbine is not operational as a result of a Planned Outage approved by Buyer, an event of Force Majeure, an Excused Event or a Serial Defect.

As an example, assume that:

(a) the Generating Facility consists of one hundred (100) Wind Turbines,

(b) the total Operating Hours during the first and second Contract Years for all one hundred (100) Wind Turbines was 1,620,000,

(c) there were 36,000 hours during the first and second Contract Years that the Wind Turbines were not operational as a result of a Planned Outage approved by Buyer,

(d) there were not any hours during the first and second Contract Years that the Wind Turbines were not operational as a result of an event of Force Majeure, and

(e) the total number of hours during the first and second Contract Years was 17,520, then the Mechanical Availability Percentage for the third Contract Year would be as follows:

Mechanical Availability Percentage = 100 x 1,620,000 / (17,520*100-36,000)

Mechanical Availability Percentage = 100 x 1,620,000 / 1,716,100

Mechanical Availability Percentage = 100 x .9440

Mechanical Availability Percentage = 94%

(I) If Supplier fails to meet its obligations under this Exhibit 19, then Supplier may, at Supplier's option, either (a) supply Replacement RECs and pay Mechanical Availability Guaranty Damages in accordance with Paragraph (A) (the "GMA A Payment"); or (b) pay Mechanical Availability Guaranty Damages in accordance with Paragraph (B) (the "GMA B Payment") below;

(II) If Supplier owes Mechanical Availability Guaranty Damages at the end of a Contract Year, Supplier shall provide Buyer with an invoice (the "GMA Invoice") within thirty (30) days of the end of the applicable Contract Year that indicates (a) Supplier's election to pay either (i) the GMA A Payment; or (ii) the GMA B Payment; and (b) (i) the Mechanical Availability Guaranty Damages to be paid to the Buyer and the Replacement RECs to be supplied to the Buyer, if the Supplier were to elect the GMA A Payment; and (ii) the Mechanical Availability Guaranty Damages to be paid to the Buyer, if the Supplier were to elect the GMA B Payment; provided that if Supplier fails to notify Buyer of its election to pay either the GMA A Payment or GMA B Payment within such thirty (30) day period, Supplier shall pay Buyer the GMA B Payment.

(III) Within sixty (60) days after the end of the applicable Contract Year, Supplier shall either (a) pay Mechanical Availability Guaranty Damages and provide Replacement RECs in accordance with the GMA A Payment; or (b) pay Mechanical Availability Guaranty Damages in accordance with the GMA B Payment;

provided, however, that if Supplier elects to make the GMA A Payment but fails to deliver Replacement RECs to Buyer's account, Supplier shall pay Buyer the GMA B Payment within three (3) Business Days after the date the GMA A Payment was due;

provided further that if the Mechanical Availability Guaranty Damages are equal to or less than zero, neither Buyer nor Supplier shall have any payment obligation with respect to such Mechanical Availability Guaranty Damages;

provided further that if Supplier owes Buyer both a Settlement Payment and Mechanical Availability Guaranty Damages under this Exhibit 19 for the same two consecutive Contract Year period under this Agreement, Supplier shall pay only the greater of the Settlement Payment and the Mechanical Availability Guaranty Damages.

(A) If Supplier, in response to its failure to meet its obligations under this Exhibit 19, purchases and delivers to Buyer an amount of Replacement RECs equal to the result of [redacted] - MAP_t] * SA_t, the Mechanical Guaranty Availability Damages related to such failure shall be calculated as follows:

$MAGD_t$ = [redacted] - MAP_t] * SA_t * [ER_t – TP], where

$MAGD_t$ = the *Mechanical Availability Guaranty Damages* for two (2) consecutive Contract Year period;

MAP_t = the *Mechanical Availability Percentage* for such two (2) consecutive Contract Year period;

SA_t = the aggregate *Supply Amount* for such two (2) consecutive Contract Year period;

ER_t = the *Energy Rate*, which is defined as the average of the day-ahead MISO locational marginal price at the Generating Facility's commercial pricing node for the twenty-four months associated with such two (2) consecutive Contract Year period;

TP = the *Transfer Price*;

(B) If Supplier does not purchase and deliver to Replacement RECs to Buyer, Supplier shall pay Buyer Mechanical Availability Guaranty Damages equal to:

$MAGD_t$ = [redacted] – MAP_t] * SA_t * [ER_t + RR_t – PR], where

$MAGD_t$ = the *Mechanical Availability Guaranty Damages* for two (2) consecutive Contract Year period;

MAP_t = the *Mechanical Availability Percentage* for such two (2) consecutive Contract Year period;

SA_t = the aggregate *Supply Amount* for such two (2) consecutive Contract Year period;

ER_t = the *Energy Rate*, which is defined as the average of the day-ahead MISO locational marginal price at the Generating Facility's commercial pricing node for the twenty-four months associated with such two (2) consecutive Contract Year period;

PR = the *Product Rate*;

RR_t = the *REC Rate*, which is defined as Buyer's average quoted cost per REC (including transaction and incidental costs) for purchasing an amount of RECs equal to the result of [redacted] – MAP_t] * SA_t. To determine the average quoted costs of such RECs, Buyer shall use commercially reasonable efforts to obtain quotes from two (2) independent brokers and/or sellers of RECs that are not Affiliates of Buyer. If Buyer receives quotes from two such independent broker(s), the REC Rate shall be the average of the quotes received. If Buyer is unable to secure quotes from two such brokers and/or sellers despite commercially reasonable efforts, the REC Rate shall equal the average price of RECs already in Buyer's REC Account that were delivered to Buyer from wind generating facilities of third-party, non-Affiliates of Buyer during the second Contract Year of the such two (2) consecutive Contract Year period (the "AREC Rate"); which shall be calculated as follows:

AREC Rate = [RINVC/RINV], where

RINVC = *REC Inventory Cost*, which is equal to the total amount in dollars paid by Buyer to wind generating facilities of third-party, non-Affiliates of Buyer for bundled purchases of energy, capacity, and environmental attributes including RECs during the second Contract Year of such two (2) consecutive Contract Year period in which the MAP_t is less than [redacted], LESS the total amount associated with those purchases allocable pursuant to Section 47(2)(b)(iv) of the Clean, Renewable and Efficient Energy Act to Buyer's power supply cost recovery clause under section 6j of Public Act 1939, MCL § 460.6j; RINVC will be calculated for the second Contract Year of such two (2) consecutive Contract Year period in which the MAP_t is less than [redacted]

RINV = *REC Inventory*, which is equal to the number of RECs, excluding Michigan Incentive RECs as defined by the Clean, Renewable and Efficient Energy Act, that were delivered to Buyer from wind generating facilities of third-party non-Affiliates of Buyer during the second Contract Year of such two (2) consecutive Contract Year period in which the MAP_t is less that [redacted]

The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Exhibit 19 is an appropriate remedy and that any such payment does not constitute a forfeiture or Penalty of any kind, but rather constitutes anticipated future costs at the time

of the Effective Date to Buyer. The Parties further acknowledge and agree that the amounts payable by Supplier pursuant to this Exhibit 19 are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

EXHIBIT 20

WIND TURBINE POWER CURVES

This Exhibit redacted in its entirety.

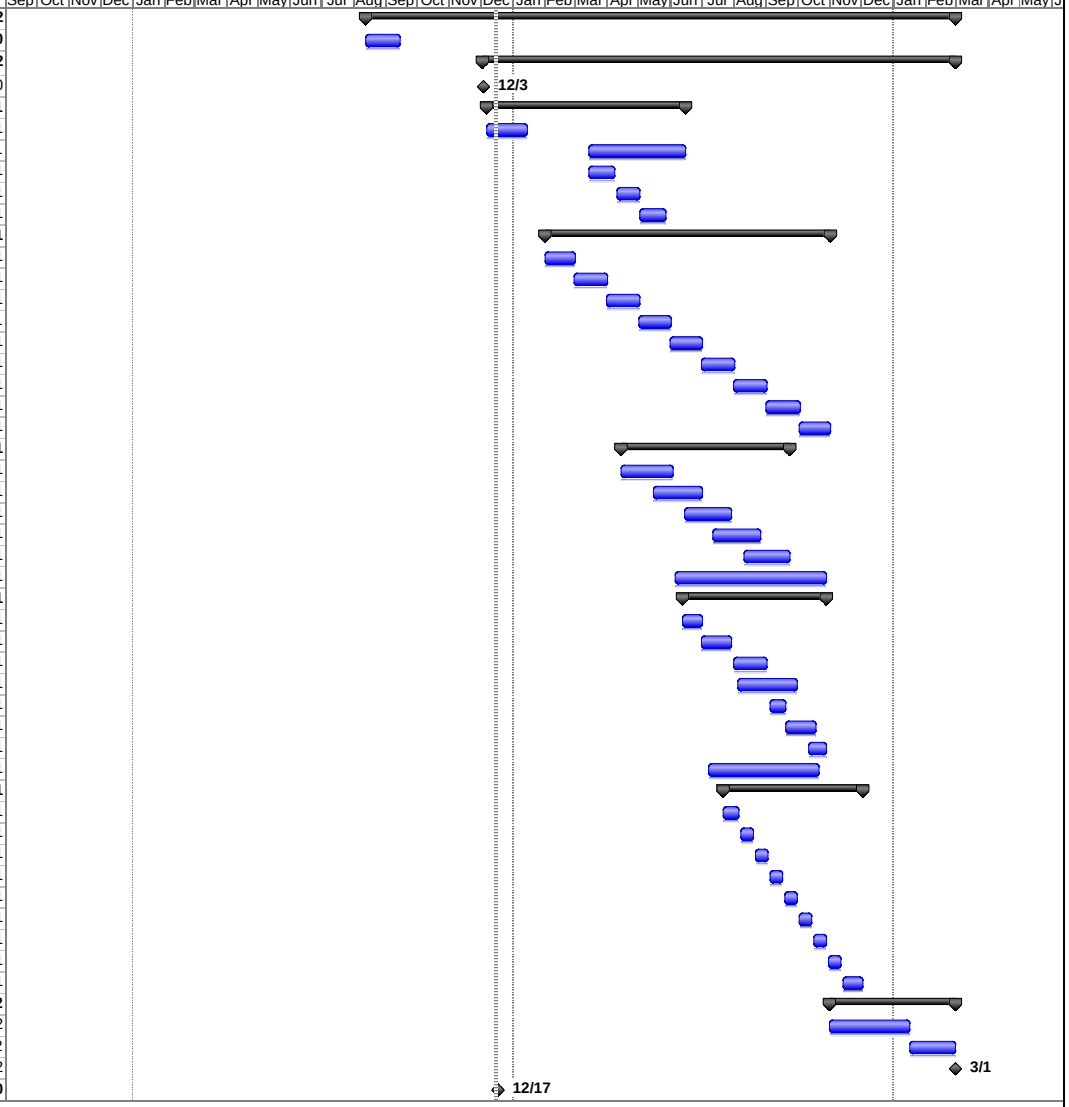
EXHIBIT G
Build-Transfer Contract

PRELIMINARY PROJECT SCHEDULE

Please see attached.

EXHIBIT G - PRELIMINARY PROJECT SCHEDULE

ID	Task Name	Start	Finish
1	**Gratiot Wind Energy Project Schedule**	**Fri 8/13/10**	**Thu 3/1/12**
3	**MPSC Approval BT Option**	**Fri 8/13/10**	**Tue 9/14/10**
4	**Site Construction**	**Fri 12/3/10**	**Thu 3/1/12**
50	Mobilization	Fri 12/3/10	Fri 12/3/10
5	**Roads**	**Tue 12/7/10**	**Wed 6/15/11**
7	Access Rds- Turbines 82-125	Tue 12/7/10	Fri 1/14/11
6	Local Road Upgrades/ Turning Radii	Tue 3/15/11	Wed 6/15/11
8	Access Rds- Turbines 1-25	Tue 3/15/11	Fri 4/8/11
9	Access Rds- Turbines 26-50	Mon 4/11/11	Mon 5/2/11
10	Access Rds- Turbines 51-81	Tue 5/3/11	Fri 5/27/11
28	**Collection System**	**Tue 2/1/11**	**Tue 11/1/11**
29	Collection Feeder 1	Tue 2/1/11	Tue 3/1/11
30	Collection Feeder 2	Tue 3/1/11	Fri 4/1/11
31	Collection Feeder 3	Fri 4/1/11	Mon 5/2/11
32	Collection Feeder 4	Mon 5/2/11	Wed 6/1/11
33	Collection Feeder 5	Wed 6/1/11	Fri 7/1/11
34	Collection Feeder 6	Fri 7/1/11	Mon 8/1/11
35	Collection Feeder 7	Mon 8/1/11	Thu 9/1/11
36	Collection Feeder 8	Thu 9/1/11	Mon 10/3/11
37	Collection Feeder 9	Mon 10/3/11	Tue 11/1/11
11	**Foundations**	**Fri 4/15/11**	**Fri 9/23/11**
12	Excavate, Form, Pour, Backfill Foundations- Turbines 1-25	Fri 4/15/11	Fri 6/3/11
13	Excavate, Form, Pour, Backfill Foundations- Turbines 26-50	Mon 5/16/11	Fri 7/1/11
14	Excavate, Form, Pour, Backfill Foundations- Turbines 51-75	Wed 6/15/11	Fri 7/29/11
15	Excavate, Form, Pour, Backfill Foundations- Turbines 75-100	Tue 7/12/11	Fri 8/26/11
16	Excavate, Form, Pour, Backfill Foundations- Turbines 101-125	Thu 8/11/11	Fri 9/23/11
46	Transmission Line	Mon 6/6/11	Fri 10/28/11
38	**Substation**	**Mon 6/13/11**	**Fri 10/28/11**
39	Excavation	Mon 6/13/11	Fri 7/1/11
40	Foundations / Structural Steel	Fri 7/1/11	Fri 7/29/11
41	Breakers / Bus Bar	Mon 8/1/11	Thu 9/1/11
43	Central House	Fri 8/5/11	Fri 9/30/11
42	GSU Delivery / Installation	Mon 9/5/11	Mon 9/19/11
44	Underground Conduit	Tue 9/20/11	Tue 10/18/11
45	Gravel & Fencing	Wed 10/12/11	Fri 10/28/11
17	Turbine Deliveries	Fri 7/8/11	Fri 10/21/11
18	**Turbine Erection**	**Fri 7/22/11**	**Fri 12/2/11**
19	Turbine Erection (1-14)	Fri 7/22/11	Fri 8/5/11
20	Turbine Erection (15-28)	Mon 8/8/11	Fri 8/19/11
21	Turbine Erection (29-42)	Mon 8/22/11	Fri 9/2/11
22	Turbine Erection (43-56)	Mon 9/5/11	Fri 9/16/11
23	Turbine Erection (57-70)	Mon 9/19/11	Fri 9/30/11
24	Turbine Erection (71-84)	Mon 10/3/11	Fri 10/14/11
25	Turbine Erection (85-98)	Mon 10/17/11	Fri 10/28/11
26	Turbine Erection (99-112)	Mon 10/31/11	Fri 11/11/11
27	Turbine Erection (113-125)	Mon 11/14/11	Fri 12/2/11
47	**Commissioning**	**Tue 11/1/11**	**Wed 2/29/12**
48	Turbine Commission (1-75)	Tue 11/1/11	Mon 1/16/12
49	Turbine Commission (76-125)	Tue 1/17/12	Wed 2/29/12
51	COD	Thu 3/1/12	Thu 3/1/12
2	**DTE Designate BT Option**	**Fri 12/17/10**	**Fri 12/17/10**



Project: Gratiot Wind Project Schedule
Date: Wed 12/15/10

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

EXHIBIT H-1
Build-Transfer Contract

FORM OF PARTIAL LIEN WAIVER

Please see attached.

PARTIAL CONDITIONAL WAIVER AND PARTIAL RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, upon actual receipt of the progress payment in the amount of **$_____,** hereby partially waives and partially releases its lien, if any, and right to claim a lien for fringe benefits, labor, equipment, fixtures, apparatus, machinery, services and/or materials, as of the date of this partial waiver of lien, such labor, equipment, fixtures, apparatus, machinery, services and/or material having been provided under contract with _____. This partial waiver of lien includes all change orders, field orders and any and all other claims as of the date of this partial waiver for the project known as:

_____

to the following described property:

Land in the Township of _____, Gratiot County, Michigan, described as:

This partial waiver and partial release does not cover or include the remaining balance due for fringe benefits, labor, equipment, machinery, apparatus, material and services provided by lienor pursuant to its agreement/contract with _____ after the date of this partial waiver of lien in the total amount of $_____ which includes unpaid retention in the amount of $_____.

Dated on _____

_____
Company Name (Lienor)

By:_____
Print Name:_____
Title:_____

State of _____
County of _____

Subscribed and sworn before me this _____ day of _____, ____.

_____Notary Public
County of _____, State of _____
Commission expires:

PARTIAL UNCONDITIONAL WAIVER AND PARTIAL RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of **$_____,** hereby unconditionally partially waives and unconditionally partially releases its lien, if any, and right to claim a lien for fringe benefits, labor, equipment, fixtures, apparatus, machinery, services and/or materials, as of the date of this partial waiver of lien, such labor, equipment, fixtures, apparatus, machinery, services and/or material having been provided under contract with _____. This unconditional partial waiver of lien includes all change orders, field orders and any and all other claims as of the date of this partial waiver for the project known as:

_____

to the following described property:

Land in the Township of _____, Gratiot County, Michigan, described as:

This partial waiver and partial release does not cover or include the remaining balance due for fringe benefits, labor, equipment, machinery, apparatus, material and services provided by lienor pursuant to its agreement/contract with _____ after the date of this partial waiver of lien in the total amount of $_____ which includes unpaid retention in the amount of $_____.

Dated on _____

_____
Company Name (Lienor)

By:_____
Print Name:_____
Title:_____

State of _____
County of _____

Subscribed and sworn before me this _____ day of _____, ____.

_____Notary Public
County of _____, State of _____
Commission expires:

EXHIBIT H-2
Build-Transfer Contract

FORM OF FINAL (CONDITIONAL) LIEN WAIVER

Please see attached.

FULL CONDITIONAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the full and final payment hereby waives and releases in full its lien, if any, and right to claim a lien for fringe benefits, labor, equipment, machinery, apparatus services and/or material furnished on the project known as:

_____

to the following described Property:

Land in the Township of_____, Gratiot County, Michigan, described as:

This waiver and release includes any and all contract claims, retention, change orders, field orders, extras, changed conditions and the like and any and all claims, if any, known or unknown and is a full and final release and wavier of the undersigned's lien if any, and the right to claim a lien and claim for any additional payment.

This waiver is conditioned on actual payment in the amount of $_____.

Dated on _____, _____

_____
Company Name (Lienor)
By:_____
Print Name:_____
Title:_____

Sworn before me this _____ day of _____, _____

_____Notary Public
County of _____, State of _____
Commission expires:
GRAPIDS 39579-1 250478

EXHIBIT H-3
Build-Transfer Contract

FORM OF FINAL (UNCONDITIONAL) LIEN WAIVER

Please see attached.

FULL UNCONDITIONAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the full and final payment the receipt of which is acknowledged, hereby unconditionally waives and releases in full its lien, if any, and right to claim a lien for fringe benefits, labor, equipment, machinery, apparatus services and/or material furnished on the project known as:

_____

to the following described Property:

Land in the Township of_____, Gratiot County, Michigan, described as:

This waiver and release includes any and all contract claims, retention, change orders, field orders, extras, changed conditions and the like and any and all claims, if any, known or unknown and is a full and final release and wavier of the undersigned's lien if any, and the right to claim a lien and claim for any additional payment.

Dated on _____, _____

_____
Company Name (Lienor)
By:_____
Print Name:_____
Title:_____

Sworn before me this _____ day of _____, _____

_____Notary Public
County of _____, State of _____
Commission expires:

EXHIBIT I
Build-Transfer Contract

INTERCONNECTION DIAGRAM

See attached one-line diagram of the electrical connections for the Substation, Transmission Line and the Interconnection Point, and the ownership and the location of meters. Within thirty (30) days after an interconnection agreement is executed for the Gratiot Wind Project, IWDM shall provide an update to this Exhibit I.

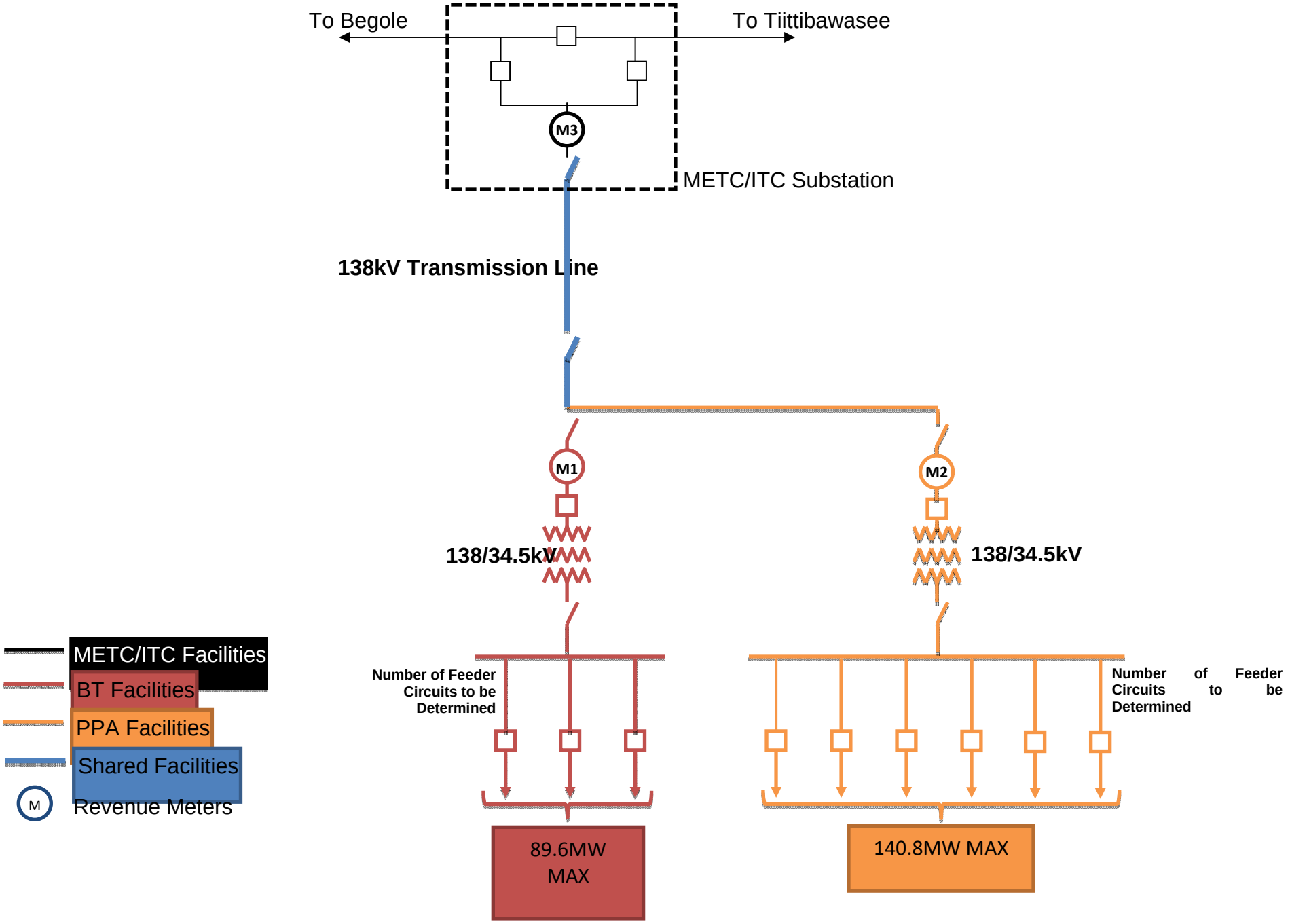

To Begole
To Tiittibawasee
M3
METC/ITC Substation
138kV Transmission Line
M1
M2
138/34.5kV
138/34.5kV
Number of Feeder Circuits to be Determined
Number of Feeder Circuits to be Determined
89.6MW MAX
140.8MW MAX
METC/ITC Facilities
BT Facilities
PPA Facilities
Shared Facilities
M
Revenue Meters

EXHIBIT J-1
Build-Transfer Contract

FORM OF FOUNDATION COMPLETION CERTIFICATE

This **Foundation** Completion Certificate (the "Certificate") is provided in accordance with the Build-Transfer Contract by and between The Detroit Edison Company ("DTE") and Invenergy Wind Development Michigan LLC ("IWDM") and dated _____, 20____ (the "Agreement").

Capitalized terms used in this Certificate and not otherwise defined herein have the meanings specified in the Agreement.

In accordance with Section **8.1**, IWDM hereby certifies that, with respect to the Foundations related to the WTGs listed below, all of the requirements to achieve **Foundation** Completion have been achieved.

WTG Foundations No.: _____

Attached hereto is the required documentation in support of the above certification.

Executed this ____ day of _____, 20__.

Invenergy Wind Development Michigan LLC

By: _____

Name: _____

Title: _____

Acceptance

In accordance with Section **8.9**, DTE on this ____ day of _____, 20__, hereby indicates its acceptance of the achievement of **Foundation** Completion.

The Detroit Edison Company

By: _____

Name: _____

Title: _____

EXHIBIT J-2
Build-Transfer Contract

FORM OF COLLECTION SYSTEM COMPLETION CERTIFICATE

This **Collection System** Completion Certificate (the "Certificate") is provided in accordance with the Build-Transfer Contract by and between The Detroit Edison Company ("DTE") and Invenergy Wind Development Michigan LLC ("IWDM") and dated _____, 20____ (the "Agreement").

Capitalized terms used in this Certificate and not otherwise defined herein have the meanings specified in the Agreement.

In accordance with Section **8.2**, IWDM hereby certifies that, with respect to the collection system related to the circuits listed below, all of the requirements to achieve **Collection System** Completion have been achieved.

Circuit No.: _____

Attached hereto is the required documentation in support of the above certification.

Executed this ____ day of _____, 20__.

Invenergy Wind Development Michigan LLC

By: _____

Name: _____

Title: _____

Acceptance

In accordance with Section **8.9**, DTE on this ____ day of _____, 20__, hereby indicates its acceptance of the achievement of **Collection System** Completion.

The Detroit Edison Company

By: _____

Name: _____

Title: _____

EXHIBIT J-3
Build-Transfer Contract

FORM OF INFRASTRUCTURE COMPLETION CERTIFICATE

This **Infrastructure Completion** Certificate (the "Certificate") is provided in accordance with the Build-Transfer Contract by and between The Detroit Edison Company ("DTE") and Invenergy Wind Development Michigan LLC ("IWDM") and dated _____, 20____ (the "Agreement").

Capitalized terms used in this Certificate and not otherwise defined herein have the meanings specified in the Agreement.

In accordance with Section **8.3**, the IWDM hereby certifies that all of the requirements to achieve **Infrastructure Completion** have been achieved.

Attached hereto is the required documentation in support of the above certification.

Executed this ____ day of _____, 20__.

Invenergy Wind Development Michigan LLC

By: _____

Name: _____

Title: _____

Acceptance

In accordance with Section **8.9**, DTE on this ____ day of _____, 20__, hereby indicates its acceptance of the achievement of **Infrastructure Completion**.

The Detroit Edison Company

By: _____

Name: _____

Title: _____

EXHIBIT J-4
Build-Transfer Contract

FORM OF WTG MECHANICAL COMPLETION CERTIFICATE

This **WTG Mechanical** Completion Certificate (the "Certificate") is provided in accordance with the Build-Transfer Contract by and between The Detroit Edison Company ("DTE") and Invenergy Wind Development Michigan LLC ("IWDM") and dated _____, 20____ (the "Agreement").

Capitalized terms used in this Certificate and not otherwise defined herein have the meanings specified in the Agreement.

In accordance with Section **8.4**, IWDM hereby certifies that, with respect to the WTGs listed below, all of the requirements to achieve **WTG Mechanical** Completion have been achieved.

WTGs Nos.: _____.

Attached hereto is the required documentation provided in accordance with Section **8.9**.

Executed this ____ day of _____, 20__.

Invenergy Wind Development Michigan LLC

By: _____

Name: _____

Title: _____

Acceptance

In accordance with Section **8.9**, DTE on this ____ day of _____, 20__, hereby indicates its acceptance of the achievement of **WTG Mechanical** Completion with respect to the WTGs listed above.

The Detroit Edison Company

By: _____

Name: _____

Title: _____

EXHIBIT J-5
Build-Transfer Contract

FORM OF WTG COMPLETION CERTIFICATE

COMPLETION DATE _____

OWNER: _____

TURBINE SUPPLIER: _____

Agreement: **Wind Turbine Supply and Installation Agreement dated** _____

Project: _____

Capitalized terms used herein shall have the meaning set forth in the Agreement.

This Turbine Completion Certificate applies to the following Turbine under the Agreement:

Turbine No.: _____

TURBINE SUPPLIER hereby certifies as follows:

1. Turbine Mechanical Completion for such Turbine has occurred; and
2. The Field Commissioning and Acceptance Test and Converter Commissioning Test have been successfully completed (except for the Turbine Completion Punch List attached hereto), such checklists have been completed and submitted to Owner, and the Turbine is producing electricity (or in the event that Owner has failed to provide the Necessary Infrastructure in accordance with the Necessary Infrastructure Schedule for the Turbine, such Turbine would be capable of regularly producing electricity if connected to operated facilities)

Executed by TURBINE SUPPLIER ON _____
Date

_____
TURBINE SUPPLIER

By: _____
(Authorized Signature)

ATTACHMENT

TURBINE COMPLETION

TURBINE PUNCH LIST

[To Be Attached.]

EXHIBIT J-6
Build-Transfer Contract

FORM OF PROJECT SUBSTANTIAL COMPLETION CERTIFICATE

This **Substantial** Completion Certificate (the "Certificate") is provided in accordance with the Build-Transfer Contract by and between The Detroit Edison Company ("DTE") and Invenergy Wind Development Michigan LLC ("IWDM") and dated _____, 20____ (the "Agreement").

Capitalized terms used in this Certificate and not otherwise defined herein have the meanings specified in the Agreement.

In accordance with Section **8.6**, IWDM hereby certifies that all of the requirements to achieve **Project Substantial** Completion have been achieved.

Attached hereto is the required documentation provided in accordance with Section 8.9.

Executed this ____ day of _____, 20__.

Invenergy Wind Development Michigan LLC

By: _____

Name: _____

Title: _____

Acceptance

In accordance with Section **8.9**, DTE on this ____ day of _____, 20__, hereby indicates its acceptance of the achievement of **Project Substantial** Completion.

The Detroit Edison Company

By: _____

Name: _____

Title: _____

EXHIBIT J-7
Build-Transfer Contract

FORM OF FINAL COMPLETION CERTIFICATE

This **Final** Completion Certificate (the "Certificate") is provided in accordance with the Build-Transfer Contract by and between The Detroit Edison Company ("DTE") and Invenergy Wind Development Michigan LLC ("IWDM") and dated _____, 20____ (the "Agreement").

Capitalized terms used in this Certificate and not otherwise defined herein have the meanings specified in the Agreement.

In accordance with Section **8.8**, IWDM hereby certifies that all of the requirements to achieve **Final** Completion have been achieved.

Attached hereto is the required documentation provided in accordance with Section **8.9**.

Executed this ____ day of _____, 20__.

Invenergy Wind Development Michigan LLC

By: _____

Name: _____

Title: _____

Acceptance

In accordance with Section **8.9**, DTE on this ____ day of _____, 20__, hereby indicates its acceptance of the achievement of **Final** Completion.

The Detroit Edison Company

By: _____

Name: _____

Title: _____

EXHIBIT K
Build-Transfer Agreement

FORM OF MONTHLY PROGRESS REPORT

IWDM shall submit to DECO, on a monthly basis, a written report prepared by IWDM describing the actual progress of the Work showing in reasonable detail the progress to date and the then-current scheduling of all major elements of design, procurement, construction, testing and other aspects of the Work.

1. Progress Summary
    - Engineering
    - Procurement
    - Construction
    - Permits
    - Staffing Levels – Present and Predicted
2. Safety
3. Environmental
4. Schedule overview including a project schedule and critical path schedule.
5. Critical Issues Discussion
6. Payment Status
7. List of Procurements and Status
8. Organization Chart and Project Staffing Status
9. Landowner Issues
10. Quality
11. Job Site Pictures

EXHIBIT L
Build-Transfer Contract

INSURANCE REQUIREMENTS

1.0 DECO PROVIDED INSURANCE

DECo shall procure and maintain the insurance types, amounts and provisions listed below (the "DECo Required Insurance"). Such DECo Required Insurance shall be maintained in full force and effect until the end of this Agreement. In the alternative, DECo Required Insurance may be furnished through a program of self-insurance, acceptable to IWDM or the CM Affiliate by providing reasonable evidence of DECo's financial resources, and acceptance by IWDM or the CM Affiliate of such self-insurance shall not be unreasonably withheld. DECo Required Insurance shall not relieve any of the Parties of any of their obligations under this Agreement.

1.1. General Liability Insurance. General Liability Insurance with not less than $5,000,000 per occurrence, $5,000,000 general aggregate limit and $5,000,000 products completed operations aggregate limit. Insurance shall include third party liability coverage for bodily injury and property damage arising out of premises, operations, products, and completed operations; and advertising and personal injury liability including blanket contractual liability, independent contractors, broad form property damage. Coverage shall not include exclusions for cross liability, explosion, collapse and underground hazards. Coverage shall include severability of interest clause.

1.2 Automobile Liability Insurance. Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the Work in an amount not less than $5,000,000 per accident for combined bodily injury, property damage or death. Policy limit requirement may be satisfied by any combination of insurance policies.

1.3 Workers' Compensation Insurance. Workers' Compensation Insurance to cover statutory limits of the Workers' Compensation laws of any jurisdiction in which the Work is to be performed, or any other state where Turbine Equipment is to be delivered, including USL&H coverage where applicable, and Employer's Liability (including Occupational Disease) coverage with limits of not less than $1,000,000 each accident, $1,000,000 disease limit per employee and $1,000,000 disease policy limit. Workers' Compensation Insurance shall cover all of DECo's employees at the Gratiot Project.

1.4 Upon the DECo Project Closing and thereafter during the period when the warranties applicable to the scope of supply under the Turbine Contract are in effect , DECo shall carry and maintain or cause to be carried and maintained, the insurance complying with the Purchaser's insurance requirements under the Turbine Contract and comply with Purchaser's other insurance obligations (including providing waivers of subrogation but excluding any requirements for occurrence based general liability

coverage) and shall comply with the Purchaser's indemnity obligations set forth in Turbine Contract except to the extent of claims arising out of the negligent acts or omissions of IWDM, the CM Affiliate and Subcontractors respecting performance of the Work before Final Completion or negligent acts or omissions of IWDM or the CM Affiliate respecting performance of warranty obligations.

IWDM OR CM AFFILIATE PROVIDED INSURANCE

IWDM or the CM Affiliate shall procure and maintain the insurance types, amounts and provisions listed below (the "IWDM Required Insurance"). Such IWDM Required Insurance shall be maintained in full force and effect until the end of this Agreement. In the alternative, IWDM Required Insurance may be furnished through a program of self-insurance, acceptable to DECO by providing reasonable evidence of IWDM's or the CM Affiliate's financial resources, and acceptance by DECo of such self-insurance shall not be unreasonably withheld. IWDM Required Insurance shall not relieve any of the Parties of any of their obligations under this Agreement.

2.1. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence" basis with not less than $1,000,000 per occurrence, $2,000,000 general aggregate limit and $1,000,000 products completed operations aggregate limit. Insurance shall include third party liability coverage for bodily injury and property damage arising out of premises, operations, products, and completed operations; and advertising and personal injury liability including blanket contractual liability, independent contractors, broad form property damage. Coverage shall not include exclusions for cross liability, explosion, collapse and underground hazards. Coverage shall include severability of interest clause and primary and non-contributory to any other insurance clause. DECo, DTE Energy Company and all of their affiliated or subsidiary companies shall be named as additional insureds.

2.2. Automobile Liability Insurance. Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the Work in an amount not less than $1,000,000 per accident for combined bodily injury, property damage or death.

2.3 Workers' Compensation Insurance. Workers' Compensation Insurance to cover statutory limits of the Workers' Compensation laws of any jurisdiction in which the Work is to be performed, or any other state where Turbine Equipment is to be delivered, including USL&H coverage where applicable, and Employer's Liability (including Occupational Disease) coverage with limits of not less than $1,000,000 each accident, $1,000,000 disease limit per employee and $1,000,000 disease policy limit. Workers' Compensation Insurance shall cover all of IWDM's or the CM Affiliate's employees engaged in the Work.

2.4 Umbrella/Excess Insurance. Umbrella/Excess Insurance covering claims in excess of the underlying insurance described the above sections 2.1, 2.2 and 2.3 (as respects Employer's Liability) with a $25,000,000 minimum per occurrence and $25,000,000 annual aggregate. Such insurance coverage shall include a drop down provision in the event of exhaustion of underlying limits or aggregates and apply on a form following basis to the primary coverage. DECo, DTE Energy Company and all of their affiliated or subsidiary companies shall be named as additional insureds.

2.5 Builder's Risk Insurance. Effective the earlier of 1) the point of groundbreaking at the DECo Project Site or 2) the date of the first shipment of any equipment, IWDM or the CM Affiliate shall obtain, and thereafter at all times during performance of the Work maintain, builder's risk insurance. Such builder's risk insurance shall include as insureds IWDM, the CM Affiliate, Financing Parties, contractors, subcontractors and suppliers of any tier as their interest may appear. Coverage shall insure all property in the course of construction, including the Work, materials and equipment, miscellaneous equipment and furnishings from physical loss or damage caused by perils covered by builder's risk form or equivalent coverage. Such insurance shall include flood, earthquake, mechanical and electrical breakdown coverage during start-up and testing, and other operation of the Work prior to the Final Completion Date. Such insurance shall exclude any property which is not incorporated into the Work, including, without limitation, tools, equipment, materials, and temporary structures. The limit of liability shall be the full replacement cost of the Work then at risk, including primary cost of equipment plus freight unless otherwise stated herein. The required deductible for all such insurance shall not exceed Fifty Thousand Dollars ($50,000) per event unless otherwise stated herein. The builder's risk coverage shall not contain an exclusion for resultant damage caused by faulty workmanship, design or materials. Such insurance shall provide for a waiver of the underwriters' right to subrogation against insured parties, including IWDM, the CM Affiliate, contractors, subcontractor, and suppliers of any tier. Coverage shall include:

1. Flood: Flood coverage with a sublimit of $5,000,000 with a deductible not to exceed 5% of the value at loss, subject to a minimum deductible of $250,000.
2. Earthquake: Earthquake coverage with a sublimit of $5,000,000 with a deductible not to exceed 5% of the value at loss, subject to a minimum deductible of $250,000 and sub-limits in accordance with lender agreement.
3. Architects, Surveyors and Other Fees: 5% of the limit of liability each and every occurrence.
4. Demolition and Increased Cost of Construction: 5% of the limit of liability each and every occurrence.
5. Documents and Computer Records: 5% of the limit of liability each and every occurrence.
6. Expediting Expense: 5% of the limit of liability each and every occurrence.
7. Leased Equipment Rental Costs: 5% of the limit of liability each and every occurrence.
8. Local Authorities Clause: 5% of the limit of liability each and every occurrence.
9. Newly Acquired Property: 5% of the limit of liability each and every occurrence.

10. Off-Site Storage and Inland Transit: 5% of the limit of liability each and every occurrence.
11. Pollutant Clean Up and Removal: 5% of the limit of liability each and every occurrence.
12. Removal of Debris: 5% of the limit of liability each and every occurrence.

3.0 Descriptions Not Limitations. The coverages referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, nor to alter or amend any provision of the actual policies and in matters, if any, in which the said description may be conflicting with such instruments, the provisions of the policies of the insurance shall govern; provided, however, that neither the content of any insurance policy or certificate nor approval thereof shall relieve the Parties of any of their obligations under this Agreement.

4.0 Cost of Premium. It is expressly agreed and understood that the cost of premiums for insurance set forth in this agreement shall be borne by the Party responsible to maintain such insurance.

5.0 Additional Insurance Policies. The Parties may, at their own expense, purchase and maintain or cause to be maintained such other or additional insurance (as to risks covered, policy amounts, policy provisions or otherwise) which they may require.

6.0 Deductibles. Except as otherwise provided herein, payment of the deductible, self-retention amounts shall be the responsibility of the Party required to maintain the policy of insurance hereunder and shall be payable by such Party on the same terms and conditions as if such Party were the insurer thereunder and the policy of insurance contained no provisions for a deductible or self-retention amount.

7.0 Certificate of Insurance. The Parties may request a certificate of insurance be submitted as evidence of required insurance and shall be in form and content reasonably acceptable to the Party requesting the certificate of insurance.

EXHIBIT M
Build-Transfer Contract

FORM OF SHARED FACILITIES AGREEMENT

Please see attached.

Execution Version

ASSIGNMENT, CO-TENANCY, AND SHARED FACILITIES AGREEMENT

BY AND AMONG

GRATIOT COUNTY WIND LLC,
a Delaware limited liability company

GRATIOT COUNTY WIND II LLC,
a Delaware limited liability company

INVENERGY WIND DEVELOPMENT MICHIGAN LLC,
a Delaware limited liability company

THE DETROIT EDISON COMPANY,
a Michigan corporation

AND

INVENERGY SERVICES LLC
a Delaware limited liability company.

December 22, 2010

TABLE OF CONTENTS

ASSIGNMENT, CO-TENANCY, AND SHARED FACILITIES AGREEMENT

This Assignment, Co-Tenancy, and Shared Facilities Agreement is made and entered into by and among GRATIOT COUNTY WIND LLC, a Delaware limited company ("Gratiot I"), Invenergy Wind Development Michigan LLC, a Delaware limited liability company ("IWDM"), GRATIOT COUNTY WIND II LLC, a Delaware limited liability company ("Gratiot II"), THE DETROIT EDISON COMPANY, a Michigan corporation ("DECo", collectively with Gratiot I, IWDM and Gratiot II, the "Parties" and each individually, a "Party"), and INVENERGY SERVICES LLC, a Delaware limited liability company (the "Co-Tenancy Manager"), dated as of December 22, 2010 (the "Contract Date"). Certain capitalized terms used in this Agreement are given defined meanings in Appendix A attached hereto.

R E C I T A L S:

A. Gratiot I owns and operates or will be the owner and operator of a wind power project (the "Gratiot I Project"), consisting of up to 125 Turbines with up to 200 megawatts ("MW") of design capacity ("Gratiot I Permitted Capacity"), located in Gratiot County, Michigan, which Gratiot I Permitted Capacity is subject to reduction as set forth in Section 6.1(a).

B. DECo has the option to purchase from Gratiot I or its affiliate, IWDM, and become the owner and operator of a wind power project (the "DECo Project") consisting of 37 or 56 Turbines with a permitted design capacity of 59.2 or 89.6 MW of the Gratiot I Project (the "DECo Permitted Capacity"). The DECo Permitted Capacity shall be equal to those MW of design capacity actually purchased by DECo. In the process of the transfer of the Shared Facilities and Easements (as defined below) to DECo, IWDM will have a temporary ownership of Shared Facilities and Easements that is to last only as long as necessary to transfer ownership promptly thereafter to DECo and therefore shall be subject to the rights, obligations, covenants, agreements and indemnities set forth in this Agreement to the same extent as Gratiot I.

C. Gratiot II may, in the future, purchase from Gratiot I and become the owner and operator of a wind power project (the "Gratiot II Project"), consisting of up to 12 Turbines with up to approximately 19.2 MW design capacity of the Gratiot I Project ("Gratiot II Permitted Capacity"). The Gratiot II Permitted Capacity shall be equal to those MW of design capacity actually purchased by Gratiot II.

D. The Gratiot I Project, the DECo Project, and the Gratiot II Project, are herein sometimes referred to individually as a "Project" or collectively as the "Projects". The Gratiot II Project and the DECo Project are sometimes referred to individually or collectively as "Subsequent Projects".

E. Gratiot I has obtained certain multi-purpose easements which include the right of Gratiot I to (i) construct and maintain transmission facilities pursuant to the easements described in Exhibit A-1 (the "Transmission Easements"), (ii) the right to construct and maintain a substation, storage yard, building for operational controls, septic tanks and related infrastructure pursuant to the easements described on Exhibit A-2 attached hereto ("Substation Easements") (the Transmission Easements and Substation Easements, as the same may be amended or modified from time to time, the "Shared Premises Easements").

F. Gratiot I has or will obtain fee simple ownership of certain real property described on Exhibit A-3 attached hereto (the "O&M Property", collectively with the Shared Premises Easements, the "Shared Premises") upon which it intends to construct an operations and maintenance building, parking area, shop, and storage area (the "O&M Facilities").

G. Gratiot I will be procuring, installing, and constructing certain electrical and communications facilities all as described on Exhibit D attached hereto for the transmission, monitoring, operation, and transformation of electricity and for communications along and within the Shared Premises prior to any of the Projects achieving their respective Commercial Operation Date and the facilities described on Exhibit D will be the facilities shared by the Co-Tenants under this Agreement (the "Shared Facilities").

H. Gratiot I agrees to assign to the owner of each Project, on the terms and conditions set forth herein, (i) an undivided interest in the Shared Premises Easements, (ii) an undivided tenants-in-common interest in the O&M Property, and (iii) an undivided tenants-in-common interest in the Shared Facilities, all as specified to be conveyed to such Parties on Exhibits A-1, A-2, A-3 and D.

I. Gratiot I has obtained certain multi-purpose easements which include the right of Gratiot I to construct and maintain collection facilities for monitoring the Projects and connecting the Projects to the Shared Facilities pursuant to such easements (the "Collection Facilities Easements").

J. Gratiot I agrees to assign to the owner of each Project, on the terms and conditions set forth herein, a separate interest in certain Collection Facilities Easements necessary for such owner's Project, all as specified to be conveyed to such Parties on Exhibit A-4 (the "Separate Collections Facilities Easements") (the Shared Premises Easements, the Collection Facilities Easements and the Separate Collections Facilities Easements, as the same may be amended or modified from time to time, the "Easements").

K. The Parties now owning or hereafter acquiring an interest (the "Co-Tenants" and each, a "Co-Tenant" as more particularly defined in Section 1.1(a)) in any of the Shared Premises, the Shared Facilities and the Collection Facilities Easements, excluding the Separate Collection Facilities Easements (collectively, the "Shared Premises and Facilities"), desire to set forth herein the rights and obligations of the Co-Tenants with respect to the Shared Premises and Facilities, and the costs, use and maintenance thereof.

L. The Co-Tenants desire to engage the Co-Tenancy Manager to provide day-to-day, routine operation and maintenance service to the Co-Tenants for the Shared Premises and Facilities and Co-Tenancy Manager desires to provide such services for the Co-Tenants in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties and the Co-Tenancy Manager, the Parties and the Co-Tenancy Manager agree as follows:

ARTICLE 1
SHARED PREMISES

1.1 Partial Cross-Conveyance and Assignment of Interests in Shared Premises.

(a) On or after the Operative Date, any Party seeking to acquire an interest in the Shared Premises (for the purposes of this Agreement, DECo, IWDM and/or Gratiot II is each a "Joining Co-Tenant" until and upon satisfaction of the conditions contained in this Section 1.1(a) and Section 2.1(a), upon which such Party shall become a "Co-Tenant") shall deliver a written notice to Gratiot I and any other Party then with an interest in the Shared Premises (collectively, together with any Parties with an interest in the Shared Premises, sometimes referred to as the "Granting Co-Tenant"), of the Joining Co-Tenant's intention to acquire an Undivided Interest in the Shared Premises specified as part of a Joining Co-Tenant's Project on Exhibits A-1, A-2, and A-3 equal to such Co-Tenant's Pro-Rata Share in and to the particular Shared Premises, determined in accordance with Article 6 below. With respect to any Joining Co-Tenant other than DECo, the Joining Co-Tenant shall promptly pay to the Granting Co-Tenant any amounts due pursuant to Section 6.1(c)(iii) with respect to the Undivided Interests in the Shared Premises to be conveyed. With respect to DECo, DECo shall pay to the Granting Co-Tenant the amount due pursuant to Section 6.1(c)(iv) with respect to its Undivided Interest in the Shared Premises to be conveyed upon the date that is the later to occur of the following: (i) the Operative Date, and (ii) the DECo Project Closing (the later to occur of the foregoing dates, the "DECo Commencement Date"). Subject to obtaining any necessary approval from FERC and/or the MPSC (to the extent any additional approvals are required after the Operative Date) and with respect to DECo, upon the occurrence of the DECo Commencement Date, the Granting Co-Tenant will execute and deliver to such Joining Co-Tenant a (1) Partial Assignment of Easement Agreement in the form attached hereto as Exhibit B-1 (the "Partial Assignment of Easement Agreement") pursuant to which the Granting Co-Tenant will assign to the Joining Co-Tenant an Undivided Interest in and to the particular Shared Premises Easements as referenced above equal to such Joining Co-Tenant's Pro Rata Share in and to such Shared Premises Easements, determined in accordance with Article 6 below, including, but not limited to, (i) the rights of Granting Co-Tenant to connect the Subsequent Projects to the Interconnection Facilities of the Transmitting Utility, including a right to construct electric and communication transmission facilities across the Shared Premises pursuant to the Transmission Easements, and (ii) the right, if any, of the Granting Co-Tenant to construct, improve and maintain a substation, storage yard, building with offices, septic tanks and related infrastructure pursuant to the Substation Easement, (2) a Tenant-in-Common Quit Claim Deed in the form attached hereto as Exhibit B-2 (the "Quit Claim Deed") pursuant to which the Granting Co-Tenant will convey to the Joining Co-Tenant an Undivided Interest in and to the O&M Property, and (3) transfer tax declarations, owner's affidavits, ALTA statements and such other reasonable and customary transfer documents required in connection with the transfer of a real property interest or that will facilitate the Joining Co-Tenant's ability to obtain owners' and lenders' title insurance with respect to the Shared Premises to the extent such documents do not decrease any rights of any party hereunder and do not increase the obligations of any party hereunder, all of which shall be prepared and paid for at the Joining Co-Tenant's expense. Upon closing of any of the conveyances described in Sections 1.1(a) and 2.1(a), the Granting Co-Tenant and the Joining Co-Tenant each shall be thereafter deemed a "Co-Tenant" with respect to such real or personal property that is thereafter subject to co-ownership between or among any of the Parties pursuant to this Agreement, except

that in accordance with Section 7.5 hereof, IWDM shall cease to be a Co-Tenant after it transfers the ownership interest in the Shared Facilities and Easements to DECo.

(b) Each Co-Tenant shall own and hold its Undivided Interest in the Shared Premises, as set forth on Exhibit A-1 A-2, and A-3, jointly and without rights of survivorship, subject to the terms of this Agreement, to the full extent necessary for each Project to operate at its Permitted Capacity. Without limiting the generality of the foregoing, the undivided joint rights of each Co-Tenant shall include: (i) the joint exercise of all rights, interests and obligations under the Shared Premises Easements on, over, under, across and through the respective Shared Premises Easements, and (ii) the joint use of the O&M Property to the full extent necessary for each Project to operate at its Permitted Capacity, subject to the terms of this Agreement. Each Co-Tenant shall have the right to own, hold, and utilize its Undivided Interest in the Shared Premises Easements in accordance with the terms of the Shared Premises Easements and this Agreement. Each Co-Tenant shall have the right to own, hold, and utilize its Undivided Interest in the O&M Property in accordance with the terms of this Agreement.

(c) If, for any reason, the Shared Premises set forth on Exhibits A-1, A-2, and A-3 do not constitute the Transmission Easements, Substation Easements and O&M Property necessary for DECo's Project to operate at the DECo Permitted Capacity, the Granting Co-Tenant agrees that as promptly as practicable it shall grant DECo all additional Shared Premises necessary for DECo to operate the DECo Project at the DECo Permitted Capacity. In no event shall DECo be required to pay any sums in excess of the amount set forth in Section 6.1(c)(iv) for such additional Shared Premises.

1.2 Maintenance of the Shared Premises. Effective as of the date Gratiot I and another Party become Co-Tenants pursuant to this Agreement, the Co-Tenants hereby engage the Co-Tenancy Manager to, and the Co-Tenancy Manager agrees to perform and provide with respect to the Shared Premises professional, supervisory, managerial, administrative and operational responsibilities in accordance with the standards set forth in Section 7.3. The Co-Tenancy Manager's responsibilities include those listed in Exhibit C (the "Shared Premises Maintenance"). The costs and expenses incurred by the Co-Tenancy Manager in performing the Shared Premises Maintenance shall be incurred or reimbursed and shared by the Co-Tenants according to each Co-Tenant's Pro-Rata Share in and to the particular Shared Premises, determined in accordance with Article 6 below.

1.3 Additional Premises Rights.

(a) If a Co-Tenant determines that additional premises or rights in premises ("Additional Premises Rights") are required for the interconnection, construction, maintenance or operation of its Project, such Co-Tenant requiring such Additional Premises Rights shall have the responsibility for procuring or otherwise acquiring such Additional Premises Rights, at such Co-Tenant's sole cost and expense, unless otherwise provided in Sections 1.3(b) or 1.3(c).

(b) If a Co-Tenant determines that such Additional Premises Rights are required for its Project, such Co-Tenant may give written notice to the other Co-Tenant(s) of such requirement, with a detailed explanation setting forth why such Additional Premises Rights are needed. The Co-Tenant(s) receiving such notice shall have thirty (30) days following receipt

of such notice to determine if such Additional Premises Rights are also needed for its Project and to so notify the other Co-Tenant(s) in writing of its election to participate in such Additional Premises Rights. Failure to notify the other Co-Tenant(s) of its election to participate in the acquisition of such Additional Premises Rights within thirty (30) days after receiving such notice shall be deemed an election not to participate. Any Additional Premises Rights needed by one or more, but not all, of the Co-Tenants may be acquired and held in the name of such individual Co-Tenant as such Co-Tenant's Separate Facilities or in the name of such Co-Tenants who elect to participate in such Additional Premises Rights as such Co-Tenants' Shared Premises held in undivided ownership interests equal to such Co-Tenants' Undivided Interest pursuant to Article 6.

(c) If two or more Parties determine in accordance with Prudent Industry Practice that such Additional Premises Rights are needed for the benefit of more than one of the Projects, upon all such Parties becoming Co-Tenants hereunder, such Additional Premises Rights shall become Shared Premises of those Parties, as Co-Tenants, materially benefiting from such Additional Premises rights and shall be (i) procured or otherwise acquired by the applicable Co-Tenants on behalf of their respective Projects, (ii) added as a Shared Premises Easement of the acquiring Parties hereunder, (iii) held by the respective acquiring Parties as Co-Tenants with such Co-Tenants' Undivided Interests calculated in accordance with Article 6 hereof, and (iv) incorporated into, and governed by, the terms of this Agreement.

(d) Upon acquisition of any Additional Premises Rights to be used by two or more Parties pursuant to this Section 1.3, a copy of the agreement(s) underlying the Additional Premises Rights shall be delivered to the Co-Tenancy Manager.

ARTICLE 2
SHARED FACILITIES

2.1 Partial Cross-Conveyance and Assignment of Interests in Shared Facilities.

(a) On or after the Operative Date, a Joining Co-Tenant seeking to acquire an interest in the Shared Facilities shall deliver a written notice to the Granting Co-Tenant of the Joining Party's intention to acquire an Undivided Interest in the particular Shared Facilities specified as part of a Joining Co-Tenant's Project on Exhibit D equal to such Co-Tenant's Pro-Rata Share in and to the particular Shared Facilities, determined in accordance with Article 6 below. With respect to any Joining Co-Tenant other than DECo, the Joining Co-Tenant shall promptly pay to the Granting Co-Tenant any amounts due pursuant to Section 6.1(c)(iii) with respect to the Undivided Interests in the Shared Facilities to be conveyed. With respect to DECo, DECo shall pay to the Granting Co-Tenant, on the DECo Commencement Date, the amount due pursuant to Section 6.1(c)(iv) with respect to its Undivided Interest in the Shared Facilities to be conveyed. Subject to obtaining any necessary approval from FERC and/or the MPSC (to the extent any additional approvals are required after the Operative Date), and with respect to DECo, upon the occurrence of the DECo Commencement Date, the Granting Co-Tenant will execute and deliver a Bill of Sale – Shared Facilities in the form attached as Exhibit B-3 (the "Bill of Sale – Shared Facilities") pursuant to which the Granting Co-Tenant will transfer to the Joining Co-Tenant an Undivided Interest in and to the particular Shared Facilities

as referenced above equal to such Joining Co-Tenant's Pro-Rata Share in and to such Shared Facilities, determined in accordance with Article 6 below.

(b) Each Co-Tenant has the right to hold and utilize its Undivided Interest in the Shared Facilities, jointly, as tenants-in-common, subject to the terms of this Agreement, to the full extent necessary for each Project to operate at its Permitted Capacity. Without limiting the generality of the foregoing, the tenants-in-common rights of each Co-Tenant shall include the joint use of the Shared Facilities (whether now existing or hereafter constructed) to the full extent necessary for each Project to operate at its Permitted Capacity and to the extent such Shared Facilities (whether now existing or hereafter constructed) constitute fixtures under applicable law.

(c) If, for any reason, the Shared Facilities set forth on Exhibit D do not constitute the electrical and communications facilities for the transmission, monitoring, operation, and transformation of electricity and for communications along and within the Shared Premises necessary for DECo's Project to operate at the DECo Permitted Capacity and to achieve its Commercial Operation Date, the Granting Co-Tenant agrees that as promptly as practicable, and subject to obtaining any necessary governmental approvals, it shall grant DECo all additional Shared Facilities necessary for the DECo Project to achieve its Commercial Operation Date and operate at the DECo Permitted Capacity. In no event shall DECo be required to pay any sums in excess of the amount set forth in Section 6.1(c)(iv) for such additional Shared Facilities.

2.2 Maintenance of the Shared Facilities. Effective as of the date Gratiot I and another Party become Co-Tenants pursuant to this Agreement, the Co-Tenants hereby engage the Co-Tenancy Manager to, and the Co-Tenancy Manager agrees to, perform and provide with respect to the Shared Facilities all professional, supervisory, managerial, administrative and operational responsibilities in accordance with the standards set forth in Section 7.3. The Co-Tenancy Manager's responsibilities include those set forth in Exhibit C (the "Shared Facilities Maintenance", together with the Shared Premises Maintenance, the "Shared Maintenance"). The costs and expenses of the Shared Facilities Maintenance shall be incurred or reimbursed and shared by the Co-Tenants in accordance with each Co-Tenant's Pro-Rata Share in and to the particular Shared Facilities, determined in accordance with Article 6 below.

2.3 Replacement of Components of Shared Facilities.

(a) The Co-Tenants hereby authorize the Co-Tenancy Manager to replace any component of a Shared Facility with a Qualified Replacement Component without seeking additional consent of the applicable Co-Tenants under this Agreement (i) if such replacement, and the cost thereof, is included in the Approved Co-Tenancy O&M Budget, (ii) if the cost of the Qualified Replacement Component (including installation) is not included in the Approved Co-Tenancy O&M Budget, if the cost of the Qualified Replacement Component (including installation) is equal to or less than Fifty Thousand Dollars ($50,000) individually or One Hundred Thousand Dollars ($100,000) in the aggregate in a budget year, or (iii) in the event of an Emergency, if the cost of the Qualified Replacement Component (including installation) is equal to or less than Five Hundred Thousand Dollars ($500,000); provided, however, if the cost of the Qualified Replacement Component (including installation) exceeds Ten Thousand Dollars

($10,000), notice of such replacement shall be given by the Co-Tenancy Manager to the Co-Tenants as soon as reasonably practicable after the estimated replacement cost for the Qualified Replacement Component is known by the Co-Tenancy Manager. No other notice of such Qualified Replacement Component shall be required except as such replacement costs may be included in periodic financial and operating reports that may be required under this Agreement.

(b) Except as otherwise permitted by Section 2.3(a), the Co-Tenancy Manager shall provide notice (the "Replacement Notice") in writing to the applicable Co-Tenants of (i) any component of a Shared Facility that needs replacement, (ii) the proposed replacement component (the "Proposed Replacement Component"), which shall be a Qualified Replacement Component, and (iii) the estimated cost (including installation) thereof. If the Required Majority of applicable Co-Tenants with interests in the component of a Shared Facility that needs replacement approve the Proposed Replacement Component, the Co-Tenancy Manager shall replace such Shared Facility component with the Proposed Replacement Component. If the Required Majority of applicable Co-Tenants fail to approve the Proposed Replacement Component within fifteen (15) days of receipt of the Replacement Notice, the Co-Tenants shall exercise commercially reasonable efforts to develop a commercially reasonable alternative (the "Alternative Proposal") which shall be presented to the Co-Tenancy Manager within thirty (30) days of receipt of the Replacement Notice, and the Co-Tenancy Manager shall be authorized to proceed with the Alternative Proposal, if any, approved by the Required Majority of applicable Co-Tenants. If any Co-Tenant who does not approve such Proposed Replacement Component or Alternative Proposal can demonstrate to the other Co-Tenants that the Proposed Replacement Component is likely to have a material adverse effect upon such Co-Tenant's Project, the Co-Tenancy Manager shall not implement the Proposed Replacement Component or Alternative Proposal without the consent of the Co-Tenant whose Project will be materially adversely impacted. Notwithstanding the foregoing, if failure to replace such component has caused or could reasonably cause an Emergency, the Co-Tenants agree that the Co-Tenancy Manager may proceed with the replacement of the component with the Proposed Replacement Component, regardless of any objection or failure to consent by any single Co-Tenant.

2.4 Conditions to Installation of Replacement Component. If the Co-Tenancy Manager installs a Replacement Component, it shall, to the fullest extent commercially reasonable and subject to Prudent Industry Practice, (i) limit any interference with the use by the Co-Tenants of the Shared Facilities or their Separate Facilities during such installation activities, and (ii) except in the event of an Emergency and subject to Section 9.10, (A) schedule during an off-peak and/or low wind down-time period any required disconnection of the Shared Facilities or Separate Facilities to conduct construction activities in order to minimize the impact on the Projects of the Co-Tenants, and (B) provide prior written notice to the Co-Tenants of commencement of such construction activities together with a reasonably detailed description thereof, including dates and times of construction activities and disconnection, if any. If a Replacement Component is required for Shared Facilities that are utilized by less than all of the Co-Tenants and the installation of such Replacement Component disconnects a Co-Tenant's Implemented Project that does not utilize such Shared Facilities, the Co-Tenant(s) benefiting from such Replacement Component shall reimburse the Co-Tenant owner of an Implemented Project for all Net Revenue Losses accruing during the period of disconnection arising from the installation of the Replacement Component, it being hereby agreed that payment of the Net Revenue Losses shall be a Co-Tenant owner of an Implemented Project's sole and exclusive

remedy with respect to loss of revenue and other Consequential Damages due to the period of disconnection. The Parties agree that the actual Consequential Damages arising due to such period of disconnection would be difficult to compute and that the methodology for determining such damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

2.5 Additional Facilities.

(a) If a Co-Tenant determines that additional facilities, improvements, modifications, or upgrades of facilities on any Shared Premises (the "Additional Facilities") are required by such Co-Tenant, specifically including, without limitation, any Additional Facilities for the transmission of electricity from a Project to the Interconnection Point, the Co-Tenant requiring such Additional Facilities shall have the responsibility for procuring and installing such Additional Facilities and obtaining all necessary approvals from applicable Governmental Authorities at such Co-Tenant's sole cost and expense (unless, as provided in Section 2.5(b) or (c), it is determined in accordance with Prudent Industry Practice that such Additional Facilities materially benefit another Co-Tenant's Project, in which case such Additional Facilities shall be a joint expense of the Co-Tenants materially benefiting from such Additional Facilities).

(b) If a Co-Tenant determines that Additional Facilities are required, it shall give written notice to the other Co-Tenant(s) of such requirement, with a detailed explanation setting forth why such Additional Facilities are needed. The Co-Tenant(s) receiving such notice shall have thirty (30) days following receipt of such notice to determine if such Additional Facilities are also needed for its respective Project and to so notify the requesting Co-Tenant in writing of its election to participate in such Additional Facilities. Failure to notify the requesting Co-Tenant of its election to participate within thirty (30) days following receipt of such notice shall be deemed an election not to participate in the Additional Facilities. Any Additional Facilities needed by one or more, but not all, of the Co-Tenants, may be acquired and held in the name of such individual Co-Tenant as such Co-Tenant's Separate Facilities or in the name of such Co-Tenants who elect to participate in such Additional Facilities as such Co-Tenants' Shared Facilities to be held in undivided ownership interests as tenants in common equal to such Co-Tenants' Undivided Interest pursuant to Article 6.

(c) If one or more of the Co-Tenants determine in accordance with Prudent Industry Practice that such Additional Facilities are needed for the benefit of more than one of the Projects, subject to obtaining applicable approvals from Governmental Authorities, such Additional Facilities shall be Shared Facilities of the Co-Tenants materially benefiting from such Additional Facilities and shall be (i) procured or otherwise acquired by the applicable Co-Tenants on behalf of the respective Projects, (ii) added as Shared Facilities of the acquiring Co-Tenants hereunder, (iii) held by the respective acquiring Co-Tenants with such Co-Tenants' Undivided Interests calculated in accordance with Article 6 hereof, and (iv) incorporated into, and governed by, the terms of this Agreement.

(d) Upon acquisition of any Additional Facilities to be used by two or more Co-Tenants pursuant to this Section 2.5, a copy of all warranties for the Additional Facilities shall be delivered to the Co-Tenancy Manager.

2.6 Conditions to Installation of Additional Facilities. Any Co-Tenant installing Additional Facilities shall, to the fullest extent commercially reasonable and subject to Prudent Industry Practice, (i) limit any interference with the use by the Co-Tenants of the Shared Facilities or their Separate Facilities during such installation, (ii) subject to Section 9.10, schedule during an off-peak and/or low wind down-time period any required disconnection of the Shared Facilities or Separate Facilities of the other Co-Tenants to conduct construction activities in order to minimize the impact on the Projects of the other Co-Tenants, (iii) provide prior written notice to the other Co-Tenants of commencement of such construction activities together with a reasonably detailed description thereof, including the dates and times of such construction and disconnection, if any, (iv) take into consideration any changes in the construction plans or timing of construction required by the other Co-Tenants. In addition, the Co-Tenant installing Additional Facilities shall reimburse any Co-Tenant owner of an Implemented Project for all Net Revenue Losses accruing during the period of disconnection arising from the installation of Additional Facilities, it being hereby agreed that payment of the Net Revenue Losses shall be a Co-Tenant owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and other Consequential Damages due to the period of disconnection. The Parties agree that the actual Consequential Damages arising due to such period of disconnection would be difficult to compute and that the methodology set forth above for determining such damages is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

2.7 Warranty Claims. The Co-Tenancy Manager and each Co-Tenant installing, or causing to be installed, Shared Facilities, Replacement Components or Additional Facilities that are to be Shared Facilities shall exercise such party's rights under the contractor and vendor warranties with respect to the Shared Facilities and upon the reasonable request of the applicable Co-Tenants and subject to their direction and control, the Co-Tenancy Manager shall assist them with the exercise of such rights. The Co-Tenancy Manager shall (i) monitor and report to the Co-Tenants concerning the remaining terms of any warranties on Shared Facilities; (ii) perform such inspections as are reasonable to ensure that any final warranty work is not required prior to the expiration of any such warranty, and (iii) subject to the direction and control of the applicable Co-Tenants, prepare and prosecute warranty claims on behalf of such Co-Tenants, if reasonably necessary to enforce any such warranties. Subject to the direction and control of the applicable Co-Tenants, the Co-Tenancy Manager shall be primarily responsible for administering the prosecution of the warranty claims requirements under this Section 2.7 on behalf of the Co-Tenants and each of the Co-Tenants shall cooperate with each other with respect to such warranty claims to the extent such Co-Tenants are the owners and holders of the warranties. All reasonable expenses incurred by the Co-Tenancy Manager or any Co-Tenant in pursuing such warranty claims shall be allocated to the respective Co-Tenants with an interest in the Shared Facilities subject to reimbursement by each applicable Co-Tenant in accordance with its Undivided Interest in and to the applicable Shared Facilities pursuant to Article 6 below.

ARTICLE 3
PARTIAL ASSIGNMENT OF SEPARATE COLLECTION FACILITIES EASEMENTS

3.1 Partial Assignment of Collection Facilities Easements

(a) On or after the Operative Date, any Joining Co-Tenant seeking to acquire an interest in the Separate Collection Facilities Easements shall deliver written notice to the Granting Co-Tenant of such Joining Co-Tenant's intention to acquire a separate interest in the Separate Collection Facilities Easements specified as part of a such Joining Co-Tenant's Project on Exhibit A-4. With respect to any Joining Co-Tenant other than DECo, such Joining Co-Tenant shall promptly pay to the Granting Co-Tenant such Joining Co-Tenant's Pro Rata Share of the Capital Costs of such Separate Collection Facilities Easement to be conveyed. With respect to DECo, DECo shall pay to the Granting Co-Tenant, on the DECo Commencement Date, the amount set forth in Section 6.1(c)(iv) with respect to its Undivided Interest in the Separate Collection Facilities Easements to be conveyed. Subject to obtaining any necessary approval from FERC and/or the MPSC (to the extent any additional approvals are required after the Operative Date), and with respect to DECo, upon the occurrence of the DECo Commencement Date, and upon obtaining an as-built legal description of the Separate Collection Facilities Easements to be conveyed, the Granting Co-Tenant will execute and deliver a Partial Assignment of Collection Facilities Easement in the form attached hereto as Exhibit B-4 (the "Partial Assignment of Collection Facilities Easement") pursuant to which the Granting Co-Tenant will assign to the Joining Co-Tenant the rights in and to the Separate Collection Facilities Easements specified as part of the Joining Co-Tenant's Project on Exhibit A-4 including, but not limited to, the rights, if any, for the Joining Co-Tenant to construct, monitor and maintain collection facilities for connecting its Project to the Shared Facilities (the "Separate Collection Facilities"), and the right for such Separate Collection Facilities to cross other Party's existing Separate Facilities. In addition, the Granting Co-Tenant will execute and deliver transfer tax declarations, owner's affidavits, ALTA statements and such other reasonable and customary transfer documents required in connection with the transfer of a real property interest or that will facilitate the Joining Co-Tenant's ability to obtain owners' and lenders' title insurance with respect to the Separate Collection Facilities Easements to the extent such documents do not decrease any rights of any Party hereunder and do not increase the obligations of any Party hereunder, all of which shall be prepared and paid for at the Joining Co-Tenant's expense.

(b) If, for any reason, the Separate Collection Facilities Easements set forth on Exhibit A-4 do not constitute the rights to construct and maintain collection facilities necessary for DECo's Project to operate at the DECo Permitted Capacity and to achieve its Commercial Operation Date, the Granting Co-Tenant agrees that as promptly as practicable it shall grant DECo all additional Separate Collection Facilities Easements necessary for the DECo Project to achieve its Commercial Operation Date and operate at the DECo Permitted Capacity. In no event shall DECo be required to pay any sums in excess of the amount set forth in Section 6.1(c)(iv) for such additional Separate Collection Facilities Easements.

(c) On or after the Operative Date, a Party may deliver written notice to the other Parties of such Party's desire to acquire a separate interest in another Party's Separate Collection Facilities Easement that is not specified as part of such acquiring Party's Project on Exhibit A-4 and seeking such Party's consent thereto. The Party that holds such Separate Collection Facilities Easement shall not unreasonably withhold, condition or delay such consent, and such consent may not be withheld without such Party providing a commercially reasonable alternative to such requested location which alternative location must be on property controlled by the Party requesting consent or the Party denying consent. Upon the granting of such consent, the processes set forth herein for Separate Collection Facilities Easements shall apply as if such

requested location was described on Exhibit A-4; provided, however, the Granting Co-Tenant may (i) require payment for such transfer in accordance with Section 6.1 for any transfer not made pursuant to Section 3.1(b) above, (ii) include engineering and construction-related terms and conditions on such transfers that are reasonably necessary to ensure that the operations of such Granting Co-Tenant will not be unreasonably interrupted, and (iii) recover Net Revenue Loss reimbursements described in Section 3.2 below for any interruptions of its operations as a result thereof.

3.2 Conditions to Installation of Separate Collection Facilities. Any Co-Tenant installing any Separate Collection Facilities shall, to the fullest extent commercially reasonable and subject to Prudent Industry Practice (i) limit any interference with the use by the Co-Tenants of the Shared Facilities or their Separate Facilities during construction activities, (ii) except in the event of an Emergency and subject to Section 9.10, schedule during an off-peak and/or low wind down-time period any required disconnection of the Shared Facilities or Separate Facilities to conduct construction activities in order to minimize the impact on the Projects of the Co-Tenants, and (iii) provide prior written notice to the other Co-Tenants of commencement of such construction activities together with a reasonably detailed description thereof, including dates and times of such construction and disconnection, if any. In addition, the Co-Tenant installing Separate Collection Facilities shall reimburse any Co-Tenant owner of an Implemented Project for all Net Revenue Losses accruing during the period of disconnection arising from the installation of Separate Collection Facilities, it being hereby agreed that payment of the Net Revenue Losses shall be a Co-Tenant owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and other Consequential Damages due to the period of disconnection. The Parties agree that the actual Consequential Damages arising due to such period of disconnection would be difficult to compute and that the methodology for determining such damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

3.3 Wind Development Easement Payments. Each Party hereto acknowledges that the underlying real estate documents for the Easements obligate each Party, upon becoming a Co-Tenant pursuant to this Agreement, to make "Wind Development Easement Payments" to landowners based on such landowners' proportionate share of all property in a Project, and they also contain a contingent obligation to make a payment based on "Gross Operating Proceeds" as defined in such agreement. Each of the Parties agrees that upon becoming a Co-Tenant pursuant to this Agreement, such Party will pay the landowners based on each landowner's pro rata share of all property in all of the Implemented Projects combined, and if the "Gross Operating Proceeds" contingency is applicable, each Co-Tenant shall provide its "Gross Operating Proceeds" calculations to the other Co-Tenants and the Co-Tenancy Manager. The Co-Tenancy Manager shall calculate, or cause to be calculated, the landowner payments, and deliver them to each Co-Tenant to present them to the landowners as a combined dollar figure. In no event shall any Co-Tenant modify the calculations of the "Transmission and Access Easement Payment" or the "Wind Development Easement Payment" without the consent of the other Co-Tenants, which may be withheld in each such Co-Tenant's sole discretion.

ARTICLE 4
SEPARATE FACILITIES; SEPARATE PROJECTS

4.1 Separate Facilities. Each Party has procured or may, subject to Section 2.5, regarding Additional Facilities, and Section 3.2, regarding Separate Collection Facilities, procure, install, and construct certain other electrical and communications facilities for the transmission of electricity and for communications along and within the Shared Premises or the Separate Collection Facilities Easements, to be owned individually by such Party and not by the Co-Tenants as tenants in common, including (i) multiple underground control, electric transmission, distribution and collection lines and facilities, including without limitation, transformers, interconnection and switching facilities, vaults, cabinets, conduit, fiber, cables, wires, insulators, and other conductors, (ii) multiple underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, (iii) breakers, breaker controls, and supervisory control and data acquisition system controls located within the O&M Facilities in connection with the foregoing, and (iv) facilities, structures, fixtures, appurtenances, accessories, appliances, machinery, materials and equipment in connection with the construction, operation and/or maintenance of the foregoing (collectively, the "Separate Facilities").

4.2 Operation and Maintenance of Separate Facilities; Right to Encumber. Each Party shall be responsible for the operation and maintenance of its own Separate Facilities and shall be entitled at any time to mortgage, pledge, collaterally assign, encumber or grant a security interest in its Separate Facilities and its rights under this Agreement with respect thereto to any Secured Party.

4.3 Conditions to Installation of Separate Facilities. Any Party installing any Separate Facilities shall, to the fullest extent commercially reasonable and subject to Prudent Industry Practice, (i) limit any interference with the use by the Co-Tenants of the Shared Facilities or their Separate Facilities, (ii) subject to Section 9.10, schedule during an off-peak and/or low wind down-time period any required disconnection of the Shared Facilities or Separate Facilities to conduct construction activities in order to minimize the impact on the Projects of the Co-Tenants, and (iii) provide prior written notice to the Parties of commencement of such construction activities together with a reasonably detailed description thereof, including dates and times of such construction and disconnection, if any. In addition, the Party installing Separate Facilities shall reimburse any Party owner of an Implemented Project for all Net Revenue Losses accruing during the period of disconnection arising from the installation of Separate Facilities, it being hereby agreed that payment of the Net Revenue Losses shall be a Co-Tenant owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and other Consequential Damages due to the period of disconnection. The Parties agree that the actual Consequential Damages arising due to such period of disconnection would be difficult to compute and that the methodology for determining such damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

ARTICLE 5
CONSTRUCTION EASEMENT; ACCESS, NONINTERFERENCE; NATURE OF RELATIONSHIP; WAIVER OF PARTITION

5.1 Temporary Construction Easement. Effective as of the Operative Date, prior to a Party becoming a Co-Tenant as to the Shared Premises and Facilities and during the period of construction of a Subsequent Project, Gratiot I and any other Party that has become a Co-Tenant pursuant to this Agreement, hereby grants to any Joining Co-Tenant (to the extent that such granting Party has the right to make such grant) (i) a temporary and non-exclusive access and construction sub-easement on, over, under and across the Easements, (ii) a temporary and non-exclusive access and construction easement on, over, under and across the O&M Property, and (iii) a temporary and non-exclusive access and construction easement on, over, under and across any and all access routes to and from the Easements and O&M Property, only to the extent necessary for such Joining Co-Tenant to construct and install any Separate Facilities and to interconnect with, access, modify and utilize any Shared Facilities contemplated to be used by such Subsequent Project as set forth on Exhibits A-1, A-2, A-3 and D to deliver energy over such Shared Facilities (collectively, the "Temporary Construction Easement"), which Temporary Construction Easement shall expire when such Party becomes a Co-Tenant with respect to the Shared Premises and Facilities hereunder. The grantee of any such Temporary Construction Easement agrees to comply with any underlying Easement or other agreement, covenant, condition or restriction applicable to the property upon which such Temporary Construction Easement is granted.

5.2 Access to the Shared Facilities. Subject to the terms and limitations set forth in this Agreement (and subject to third-party real estate interest limitations on a Party hereunder, if any), upon becoming a Co-Tenant, each Co-Tenant and its contractors and designees (i) shall have unrestricted temporary access to the Shared Premises and Facilities (it being understood that the day-to-day operation of the Shared Facilities on the Shared Premises shall be performed solely by the Co-Tenancy Manager as provided hereunder), and (ii) shall have access to the Separate Facilities of another Party (i) for inspection and (ii) for maintenance or repair of such Shared Facilities not performed by the Co-Tenancy Manager. Notwithstanding the preceding sentence, except in the event of an Emergency, each Party shall give the Co-Tenancy Manager Representative at least 48-hours prior notice of the intent to permit its contractors, designees or Secured Parties to enter upon the Shared Premises and Facilities and at least five (5) days prior notice of the intent to permit its contractors, designees or Secured Parties to enter upon the Separate Collection Facilities Easements and Separate Collection Facilities of another Party (such notice may be by telephone, e-mail, or any other recognized electronic means in addition to any other methods of notice authorized herein), and each Party shall follow, and cause its contractors, designees and Secured Parties to follow, all written safety and security procedures adopted by the Co-Tenancy Manager with the approval of the Co-Tenants. In the event of an Emergency, prior notice is not required, but a Party shall give notice of entry on the Easements and O&M Property as soon as reasonably practicable thereafter.

5.3 Conveyances of Shared Premises and Facilities and Separate Collection Facilities Easements. Except as otherwise set forth herein, all conveyances and transfers to or between any Co-Tenants of any Shared Premises and Facilities and any Separate Collection Facilities Easements made pursuant to this Agreement are made "**AS IS", "WITH ALL FAULTS" AND**

WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES REGARDING THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR ENCUMBRANCE, AND ANY WARRANTIES ARISING BY COMMON LAW, EXCEPT THAT THE GRANTING CO-TENANT REPRESENTS AND WARRANTS (A) THAT IT HAS GOOD AND MARKETABLE TITLE TO THE SHARED PREMISES AND FACILITIES AND THE SEPARATE COLLECTION FACILITIES EASEMENTS AND THAT IT IS GRANTING SUCH SHARED PREMISES AND FACILITIES AND SEPARATE COLLECTION FACILITIES EASEMENTS TO THE JOINING CO-TENANTS FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES OTHER THAN SUCH LIENS, CLAIMS AND ENCUMBRANCES THAT WERE CAUSED TO BE PLACED ON THE SHARED PREMISES EASEMENTS, O&M PROPERTY OR SEPARATE COLLECTION FACILITIES EASEMENTS BY THE OWNERS OF THE UNDERLYING PROPERTY AND THIS AGREEMENT OR ANY RECORDED SHORT FORM THEREOF, AND (B) THAT IT HAS THE FULL POWER, RIGHT, AND AUTHORITY TO CONVEY ANY SHARED PREMISES AND FACILITIES AND SEPARATE COLLECTION FACILITIES EASEMENTS CONVEYED HEREUNDER.

5.4 Continuance of Easements and O&M Property. Each Party agrees that it will not take any action that results in a breach of the terms of any of the Easements or any agreement or covenant related to any Shared Premises and Facilities. Any amounts due under the terms of the Easements, or otherwise due with respect to any Shared Premises and Facilities (such as real property taxes), shall be paid by the Co-Tenancy Manager, subject to reimbursement from the Co-Tenants in accordance with Article 6 below.

5.5 No Interference.

(a) Each Party's use of any Shared Premises and Facilities (to the extent such Party has a right to use the same hereunder) or of such Party's Separate Facilities shall, to the fullest extent commercially reasonable and subject to Prudent Industry Practices, (i) limit any interference with the use and enjoyment by the other Parties of their rights in and to the Shared Premises and Facilities, and (ii) except in the event of an Emergency and subject to Section 9.10, (A) schedule during an off-peak and/or low wind down-time period any required disconnection of the Shared Facilities or Separate Facilities to conduct maintenance and repair activities in order to minimize the impact on the Projects of the other Parties, and (B) provide prior written notice to the other Parties of commencement of such maintenance and repair activities together with a reasonably detailed description thereof, including dates and times of such maintenance and repair activities, and any disconnection.

(b) Each Party shall reimburse any Party owner of an Implemented Project for all Net Revenue Losses accruing during the period of disconnection arising from any interconnection due to the owner of a Project's construction or maintenance activities, use of the Shared Premises and Facilities, or entry upon any Shared Premises and Facilities, it being hereby agreed that payment of the Net Revenue Losses shall be the Co-Tenant owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and other Consequential

Damages due to the period of disconnection. The Parties agree that the actual Consequential Damages arising due to such period of disconnection would be difficult to compute and that the methodology for determining such damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

(c) Each Co-Tenant shall have the right to transmit electrical power from its Project through the Shared Facilities in accordance with its Undivided Interests in such Shared Facilities and in an amount not to exceed its Permitted Capacity and to otherwise utilize the Shared Facilities in accordance with its Undivided Interests in connection with the generation and of electricity from its Project.

5.6 Covenants Running with the Land. The covenants of the Parties made in the exhibits attached to this Agreement shall be deemed to be covenants running with and binding upon the Parties' interest in the Easements and O&M Property pursuant to applicable law for the duration of the Term.

5.7 Nature of Relationship Between Parties. The Parties and Co-Tenancy Manager do not intend by this Agreement to create a partnership or a joint venture, but merely to set forth the terms and conditions upon which each of them shall hold their respective interests in the Shared Premises and Facilities. Each Party and Co-Tenancy Manager hereby elects to be excluded from the provisions of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the joint ownership of the Shared Premises and Facilities. The exclusion elected by the parties hereunder shall commence with the execution of this Agreement and shall be equally applicable to all Parties. Each Party and the Co-Tenancy Manager hereby covenant and agree that each party shall report on such party's respective federal and state income tax returns such party's respective share of items of income, gain/loss, deduction and credits that result from holding the Shared Premises and Facilities in a manner consistent with (i) the treatment of the co-tenancy as a co-ownership of real property (and not a partnership) for Federal and state income tax purposes and (ii) the exclusion of the parties from Subchapter K of Chapter 1 of the Code, commencing with the first taxable year of such party that includes the Operative Date or, for a Joining Co-Tenant, the date such Joining Co-Tenant acquired its interest in the Shared Premises and Facilities. No Party nor the Co-Tenancy Manager shall notify the Commissioner of Internal Revenue that such party desires that Subchapter K of the Code apply to the parties and each party hereby agrees to indemnify, protect, defend and hold the other parties free and harmless from all costs, liabilities, tax consequences and expenses, including, without limitation, attorneys' fees, which may result from any party so notifying the Commissioner in violation of this Agreement or otherwise taking a contrary position on any tax return. The Parties and the Co-Tenancy Manager shall not file a partnership or corporate tax return, conduct business under a common name, execute an agreement identifying any or all of the parties as partners, shareholders, or members of a business entity, or otherwise hold themselves out as a partnership or other form of business entity. Except as expressly provided herein, no party is authorized to act as agent for, to act on behalf of, or to do any act that will bind any other party or to incur any obligations with respect to the Shared Premises and Facilities. The employees, agents, and subcontractors of the Parties and the Co-Tenancy Manager, in performing the obligations of each respective Party and the Co-Tenancy Manager under this Agreement, shall not be deemed to be the agents or employees or subcontractors of any other Party or the Co-Tenancy Manager. Each Party acknowledges that

while the Parties hold undivided interests in the Easements, and as such, all Parties would be entitled to control the Easements and their use, each Party's right to occupy and use the Shared Premises is governed by and subject to this Agreement.

5.8 Waiver of Right to Partition or Termination. The Parties each acknowledge and agree that it would be prejudicial to the interests of the Parties under this Agreement if any Party were to seek partition or any other type of division of the Shared Premises and Facilities, or to file an action for such partition or division. Partition of Shared Premises and Facilities would result in substantial and irreparable damage to the Co-Tenants, and is likely to interfere with a Co-Tenant's ability to transmit power. Therefore, in consideration of such fact and for other good and valuable consideration, each of the Parties hereby waive and relinquish any and all rights that it may have to seek a partition or any other type of division of the Shared Premises and Facilities. The Parties are relying upon this waiver to their detriment in expending substantial funds to construct the Facilities and other improvements, and all Parties agree that each party shall be estopped from denying the validity or enforceability of the foregoing waiver.

ARTICLE 6
ALLOCATION AND PAYMENT OF EXPENSES, COSTS AND CO-TENANT METER MEASUREMENT

6.1 Capital Cost Reimbursement, Ownership Shares, Method for Modifying Ownership Shares.

(a) The Undivided Interests of each Co-Tenant for the respective Shared Premises and Facilities for which such Co-Tenant maintains an interest are stated as a percentage of ownership ("Pro-Rata Share"). The Pro-Rata Share of each Co-Tenant with respect to the respective Shared Premises and Facilities shall be calculated based on a fraction (which fraction shall be reduced to a percentage), the numerator of which is the Permitted Capacity for such Co-Tenant's Project or Projects that owns an interest in the respective Shared Premises and Facilities and the denominator of which shall be the aggregate Permitted Capacity for all of the Co-Tenants' Projects that own an interest in the respective Shared Premises and Facilities. Upon Gratiot II, IWDM and/or DECo becoming a Co-Tenant, the Gratiot I Permitted Capacity shall be reduced by the amount of design capacity transferred to Gratiot II, IWDM, and/or DECo, as the case may be. Where Capital Cost reimbursement is a condition precedent for a transfer of a Party's interests, the Pro-Rata Share shall be calculated using the Permitted Capacity of each Party that will exist immediately after such transfer is completed. Subject to Section 6.1(c)(iv) hereof, each Party shall also reimburse the Granting Co-Tenant's Capital Costs upon acquisition of any Separate Collection Facilities Easements and any ongoing payments required to maintain the Collection Facilities Easements based on such Parties' Pro-Rata Share which, with respect to Separate Collection Facilities Easements reimbursements shall be calculated based on a fraction (which fraction shall be reduced to a percentage), the numerator of which is the Permitted Capacity for such Co-Tenant's Project or Projects that will acquire a Separate Collection Facilities Easement and the denominator of which shall be the aggregate Permitted Capacity for all of the Co-Tenants' Projects that own an interest in the underlying Collection Facilities Easement. The term "Pro-Rata Share" when used in the context of Separate Collection Facilities Easements shall not indicate joint ownership but shall merely apply to Capital Cost reimbursements. A Co-Tenant shall have separate Pro-Rata Shares with respect to different

components of Shared Premises and Facilities and Separate Collection Facilities Easements depending on the other Co-Tenants that also have an interest in the respective components of the Shared Premises and Facilities and Collection Facilities Easements. A Co-Tenant's Undivided Interest with respect to each and every component of the Shared Premises and Facilities shall at all times equal such Co-Tenant's Pro-Rata Share with respect to each and every corresponding component of the Shared Premises and Facilities.

(b) Each Co-Tenant's Pro-Rata Share with respect to the relevant Shared Premises and Facilities, or Separate Collection Facilities Easements, as applicable, shall be reallocated from time to time upon (i) the closing of a conveyance discussed in Sections 1.1(a), 2.1, 3.1 and 6.1(c), (ii) the acquisition of any Additional Premises Rights that are Shared Premises, (iii) the installation of Additional Facilities that are Shared Facilities, (iv) the surrender and assignment of Undivided Interests pursuant to Article 12, and (v) the termination of a Co-Tenant pursuant to Articles 12 or 13, except to the extent that the ownership of a particular component of the Shared Premises and Facilities or Separate Collection Facilities Easement is unaffected by the transactions identified in subsections (i)-(v) of this Section 6.1(b).

(c) Subject to obtaining any necessary approval from FERC and/or the MPSC (to the extent any additional approvals are required after achievement of the Operative Date), and subject further to Section 6.1(c)(iv) hereof, each Joining Co-Tenant acquiring an Undivided Interest in any Shared Premises and Facilities pursuant to Sections 1.1(a) or 2.1, each Party acquiring a Separate Collection Facilities Easement pursuant to Section 3.1, and any existing Co-Tenant acquiring an Undivided Interest in any Additional Premises Rights or Additional Facilities, shall, upon execution and delivery by the Granting Co-Tenants that already own an Undivided Interest in such component of the Shared Premises and Facilities or an interest in the Separate Collection Facilities Easements, of a Partial Assignment of Easement Agreement, Bill of Sale - Shared Facilities and/or Partial Assignment of Collection Facilities Easement, as the case may be, covering such component of Shared Premises and Facilities, pay to such granting Co-Tenant(s) an amount calculated as set forth in clause (iii) below, and the Pro-Rata Share and the corresponding Undivided Interests among all of the Co-Tenants with an interest in the applicable component of Shared Premises and Facilities shall be re-allocated, as set forth below:

(i) The Pro-Rata Share of each of the Co-Tenants including the Joining Co-Tenant shall be reallocated in accordance with the provisions of Section 6.1(a) above such that each existing Co-Tenant's Pro-Rata Share in the applicable Shared Premises and Facilities or Collection Facilities Easement shall be reduced to account for the Joining Co-Tenant's Pro-Rata Share, except to the extent that the Joining Co-Tenant does not receive any of the ownership interest of a particular component of the Shared Premises and Facilities or Collection Facilities Easement;

(ii) The positive difference between (x) each existing Co-Tenant's Pro-Rata Share prior to the inclusion of the Joining Co-Tenant, and (y) such Co-Tenant's Pro-Rata Share after the inclusion of the Joining Co-Tenant shall be referred to as a Co-Tenant's "Reduction Factor";

(iii) With respect to any Joining Co-Tenant other than DECo, the Joining Co-Tenant shall pay to such Granting Co-Tenant with an interest in the applicable Shared Premises

and Facilities or Separate Collection Facilities an amount equal to the product of (x) all Capital Costs previously paid by such Granting Co-Tenant with respect to the applicable Shared Premises and Facilities or Separate Collection Facilities (as set forth in the records kept by the Co-Tenancy Manager pursuant to Section 6.1(d) below), and (y) such Co-Tenant's Reduction Factor. Such payment shall occur upon execution and delivery of the (i) Partial Assignment of Easement Agreement, (ii) Quit Claim Deed, (iii) Bill of Sale - Shared Facilities and/or (iv) Partial Assignment of Collection Facilities Easement, as the case may be, covering such Shared Premises and Facilities, and shall be made by wire transfer of immediately available federal funds in accordance with such instructions as may be provided by the other Co-Tenants. The Joining Co-Tenant shall be solely responsible for, and shall pay to the appropriate Governmental Authorities, any state, county and municipal transfer taxes payable upon execution and delivery of such Partial Assignment of Easement Agreement, Quit Claim Deed, Bill of Sale - Shared Facilities and/or Partial Assignment of Collection Facilities Easement, as the case may be, and all recurring costs and expenses relating to such Shared Premises and Facilities, as well as all other items usually adjusted, shall be apportioned on a per diem basis as of 11:59 P.M. of the day immediately preceding the execution and delivery of such Partial Assignment of Easement Agreement, Quit Claim Deed, Bill of Sale - Shared Facilities and/or Partial Assignment of Collection Facilities Easement, as the case may be; and

(iv) With respect to DECo, on the DECo Commencement Date, DECo shall pay by wire transfer of immediately available federal funds to the Granting Co-Tenant for its applicable Shared Premises and Facilities and Separate Collection Facilities Easements a payment in the amount of [redacted] if the DECo Project consists of 37 turbines with an approximate capacity of 59.2 MW or the amount of [redacted] if the DECo Project consists of 56 turbines with an approximate capacity of 89.6 MW. With respect to the transfer of the Partial Assignment of Easement Agreement, Quit Claim Deed, Bill of Sale - Shared Facilities and Partial Assignment of Collection Facilities Easement pursuant to the terms of this Agreement, DECo shall pay, either directly to the relevant Governmental Authority (and provide to IWDM proof of payment reasonably acceptable to IWDM) or to IWDM for payment to the relevant Governmental Authority the amount of: (i) any sales taxes or use taxes, or any other similar taxes imposed by such Governmental Authority on or with respect to the Shared Premises and Facilities and Separate Collection Facilities Easements, and (ii) any transfer taxes imposed by such Governmental Authority on or with respect to the transfer of the Shared Premises and Facilities and Separate Collection Facilities Easements from IWDM to DECo (solely with respect to the transfer from IWDM as Granting Co-Tenant), that IWDM is required by law to pay to any Governmental Authority. IWDM shall, as reasonably requested by DECo, cooperate with DECo in order to minimize taxes for which DECo is responsible hereunder. In the event a claim shall be made in writing by any Governmental Authority, which, if successful, would result in DECo paying sales or use tax, IWDM agrees to notify DECo in writing of such claim and shall not make payment of the tax claimed for at least thirty (30) days after the giving of such notice. If DECo desires that IWDM contest such claim, DECo shall within thirty (30) days after notice by IWDM to DECo of such claim (i) request that such claim be contested, and (ii) agree to pay IWDM on demand all costs and expenses (including reasonable attorneys' and accountants' fees and disbursements) incurred by IWDM to contest such claim. Upon DECo furnishing such items, IWDM shall take all reasonable legal or other action requested by DECo to contest such claim, including accepting DECo's choice of counsel and the administrative or

judicial forum in which to proceed. IWDM shall not be required to appeal any decision beyond the first appellate level. Each Party shall reasonably cooperate with the other by providing requested information and, where appropriate, certification relating to any tax matter including filings made with a state tax agency with respect to the intended classification of this transaction as being exempt from the payment of any sales tax.

(d) All Co-Tenants agree to provide the Co-Tenancy Manager a schedule of all Capital Costs incurred by such Co-Tenant in connection with Shared Premises and Facilities upon request by the Co-Tenancy Manager or any Joining Co-Tenant, as applicable. The Co-Tenants authorize the Co-Tenancy Manager to, and the Co-Tenancy Manager shall, on behalf of the Co-Tenants, maintain current records of each Co-Tenant's Capital Costs with respect to Shared Premises and Facilities and shall update such records no less frequently then annually and otherwise as necessary to determine any payments due by or to any Co-Tenant in accordance with the reimbursement procedures set forth above. The Co-Tenancy Manager shall provide each of the Co-Tenants with a copy of the schedule whenever it is updated and each of the Co-Tenants shall have the right to review and approve the schedule within thirty (30) days of receipt of the updated schedule. If a Co-Tenant objects to an updated schedule, the Co-Tenant shall notify the Co-Tenancy Manager within such thirty (30) day period and the Co-Tenancy Manager shall promptly convene a meeting with the Co-Tenant who provided such information and the objecting Co-Tenant(s) to try and resolve the discrepancy. If the parties are unable to resolve such discrepancy, the matter shall be referred to the dispute resolution provisions of Article 16. Subject to a dispute regarding the schedule of Capital Costs, the records maintained by the Co-Tenancy Manager shall be determinative among the Co-Tenants with respect to Capital Costs and the reimbursement provisions of this Section 6.1.

6.2 Maintenance and Repair of the Shared Premises and Facilities. Each Co-Tenant shall be responsible for and shall pay its Pro-Rata Share of the expenses and liabilities relating to the use, maintenance, repair, and inspection of the Shared Premises in which it has an interest, the Easements in which it has an interest and the Shared Facilities in which it has an interest (with respect to each component of Shared Premises in which a Co-Tenant has an interest, the "Shared O&M Expenses") commencing upon the later to occur of: (a) the Commercial Operation Date for each Project, and (b) the date such Party becomes a Co-Tenant hereunder. For clarity and avoidance of doubt, there shall be no duplication of fees, costs, expenses or reimbursements payable by a Co-Tenant to the Operator under the O&M Agreement for such Co-Tenant's Project and to the Co-Tenancy Manager under this Agreement. Upon becoming a Co-Tenant and until such Party ceases to be a Co-Tenant hereunder, the Co-Tenants shall reimburse the Co-Tenancy Manager for all direct and indirect home office labor and home office out-of-pocket expenses including, but not limited to, travel, telephone, facsimile, and postage of the Co-Tenancy Manager, payable monthly in arrears, in the form of a monthly fixed fee in an amount equal to [redacted] (the "Management Fee").

6.3 Maintenance and Repair of Separate Premises and Separate Facilities. Each Co-Tenant shall be solely responsible for and shall pay all expenses and liabilities relating to the use, maintenance, repair, and inspection of such Co-Tenant's Separate Facilities (the "Separate O&M Expenses").

6.4 Invoicing, Late Payments. The Co-Tenancy Manager shall deliver a detailed invoice to the Co-Tenants for their respective Pro-Rata Share of the applicable Shared O&M Expenses on a monthly basis, on or before the tenth (10th) day of each month, for the actual amount incurred for all Shared O&M Expenses under Section 6.2 for the immediately preceding month. The Co-Tenants shall pay to the Co-Tenancy Manager the amount of each invoice within thirty (30) days after the date of the Co-Tenancy Manager's issuance of each such invoice. If a Co-Tenant fails to pay all or any portion of any amount owed to the Co-Tenancy Manager under this Agreement by its due date for any reason whatsoever, then such Co-Tenant shall, in addition to such unpaid amount, pay interest on the unpaid amount which shall accrue at a rate equal to the Default Interest Rate from the due date therefor until such amount has been paid in full.

6.5 Ad Valorem Taxes and Assessments. Upon request from a Co-Tenant, the Co-Tenancy Manager may seek from the applicable county tax assessor an allocation of ad valorem taxes of the Shared Premises, the Shared Facilities, and, if requested by the Co-Tenants, the Separate Facilities, as applicable for each Project. If a request is not made for an allocation of ad valorem taxes or the tax assessor fails to make such allocation, the Co-Tenants agree that such allocation shall be based upon the Pro-Rata Share of each Co-Tenant for the actual cost of such Shared Premises and Facilities and Separate Facilities (including installation thereof) and value of the Shared Premises and the Co-Tenancy Manager shall calculate such allocation based the foregoing basis. Any increased ad valorem taxes resulting from Additional Facilities or Additional Premises Rights that are added as Shared Premises and Facilities hereunder and any additional Separate Facilities shall be the responsibility of the Co-Tenant or Co-Tenants installing such Additional Facilities as described in Section 2.5 or acquiring such Additional Premises Rights as described in Section 1.3 or acquiring such Separate Facilities as described in Section 4.1.

6.6 Costs of Repair Work. The Co-Tenancy Manager shall charge the costs of repair of Shared Premises and Facilities, including Replacement Components, and for other work or services provided by the Co-Tenancy Manager under this Agreement that are not included in Exhibit C at cost.

6.7 Co-Tenancy O&M Budget.

(a) Within ten (10) days after the Operative Date and no later than sixty (60) days prior to the beginning of each calendar year during the term hereof thereafter, the Co-Tenancy Manager shall prepare and submit to the Co-Tenants a proposed budget for operation, maintenance and repair of the Shared Premises and Facilities for the following calendar year (each, a "Co-Tenancy O&M Budget"), which shall include, at a minimum, the billing rates, estimated cost, based on time and materials and all fees and reimbursable costs contemplated in this Agreement for anticipated operation and maintenance services and repairs to be provided by the Co-Tenancy Manager during each month of the following year, including any Shared O&M Expenses. The Co-Tenancy O&M Budget shall set forth the respective amounts allocated to the different Co-Tenants in accordance with their Pro-Rata Shares. When approved pursuant to subparagraph (b) below, the Co-Tenancy O&M Budget shall be the "Approved Co-Tenancy O&M Budget" for such year.

(b) The Co-Tenants shall give their approval or disapproval of the Co-Tenancy O&M Budget no later than thirty (30) days after receipt thereof from the Co-Tenancy Manager. If a Co-Tenant objects to all or any portion of the proposed Co-Tenancy O&M Budget, the Co-Tenant shall furnish the Co-Tenancy Manager and other Co-Tenants in writing, the reasons for such objections and shall immediately commence discussions with the Co-Tenancy Manager and the other Co-Tenants in an effort to reach an Approved Co-Tenancy O&M Budget. Upon such agreement, the Co-Tenancy Manager shall revise the Co-Tenancy O&M Budget with respect thereto. If the Co-Tenancy O&M Budget is approved by all Co-Tenants and the Co-Tenancy Manager, the Co-Tenancy O&M Budget will be the Approved Co-Tenancy O&M Budget for the following year. If the Co-Tenants and the Co-Tenancy Manager are unable to reach an agreement with respect to the Co-Tenancy O&M Budget prior to the beginning of the calendar year, the Approved Co-Tenancy O&M Budget for the previous calendar year (or the last Approved Co-Tenancy O&M Budget if the Co-Tenancy O&M Budget for the prior year was not approved), increased per year by the Inflation Adjustment Factor, shall apply; provided, however, that any single extraordinary expense in excess of Twenty Five Thousand Dollars ($25,000) contained in such budget shall not be incurred without the prior approval of all Co-Tenants.

6.8 Other Expenses Caused By Co-Tenants. Notwithstanding the provisions of this Article 6, any costs, claims, losses or other liabilities arising from the actions or inactions of a Co-Tenant in violation or breach of the covenants herein or the provisions of the Easements shall be the responsibility of such Co-Tenant.

6.9 Liens. Subject to Section 11.3, no Party shall, directly or indirectly, create, incur or permit to exist, any lien on the right, title and interest of the other Co-Tenants in the Easements, the Shared Premises and Facilities or any other Co-Tenant's Separate Easements or Separate Facilities. No Party shall, directly or indirectly, create, incur or permit to exist any lien on its right, title and interest in the Easements, the Shared Premises and Facilities or the Separate Facilities except for the following to the extent permitted under such Party's arrangements with its Secured Parties: (a) any lien for unpaid taxes that are (i) not yet payable or (ii) that are being contested in good faith by appropriate proceedings, or (b) any mechanic's or materialmen's lien arising in the ordinary course of business, either (i) for amounts not yet due or (ii) for amounts being contested in good faith by appropriate proceedings, (c) judgment liens, provided that in each case of (a), (b) and (c) above, so long as such proceeding or lien shall not involve any substantial danger of the sale, forfeiture or loss of any part of the Easements, the Shared Premises and Facilities, the Separate Facilities, or the Undivided Interest of any other Co-Tenants, including the posting of any bond that is required by applicable law to avoid such sale, forfeiture or loss while such claims are being contested, (d) liens in favor of such Party's Secured Party pursuant to the Security Documents, or (e) liens in favor of such Party's power purchaser in connection with a Power Purchase Agreement. If any such lien not permitted pursuant to this Section 6.9 attaches or a Co-Tenant receives notice of any such lien, the Party whose actual or alleged act or omission resulted in such lien shall cause such lien to be released and removed of record within fifteen (15) days of such attachment or notice, unless (in the case of any non-permitted lien on such Party's right, title and interest in any Easement, Shared Premises and Facilities or Separate Facilities) (a) such Party (i) in good faith contests or disputes the claim or claims of the lienholders and the validity of such liens, (ii) promptly commences legal action to remove such lien and (iii) furnishes to the other Co-Tenants and its Secured Parties a bond or

other security acceptable to the other Co-Tenants and Secured Parties in an amount sufficient to discharge all such contested liens and (b) during such period the lienholders' proceedings are stayed.

6.10 Co-Tenant Meter Measurement.

(a) With respect to the DECo Project, each of the main high voltage step up transformers serving the DECo Project and the Gratiot I Project (and the Gratiot II Project if Gratiot II becomes a Co-Tenant hereunder) will have one dedicated meter (each a "Co-Tenant Meter") that will measure power production delivered through each of DECo (or IWDM as the case may be) and Gratiot's main high voltage step up transformer. The power production measurements for the DECo Project with respect to any applicable period, will be determined by multiplying the proportionate share (as a percentage) of such Co-Tenant's power production, with such percentage to be determined using the Co-Tenant Meter readings from each of the two main high voltage step up transformers, by the production measured at the revenue meter located at the point of interconnection as described in the Interconnection Agreement. Gratiot I's proportionate share shall be the difference between the production measured at the revenue meter located at the point of interconnection as described in the Interconnection Agreement and the production measurements for the DECo Project, as determined pursuant to this paragraph. To the extent permitted by Applicable Law, including MIRECS regulations, RECs shall be measured at the Co-Tenant Meters.

(b) If Gratiot II becomes a Co-Tenant hereunder, Gratiot II's power production measurement shall be determined with respect to any applicable period by multiplying the proportionate share (as a percentage) of such Co-Tenant's power production, with such percentage to be determined using the Co-Tenant Meter readings for Gratiot I and Gratiot II at the feeder lines which are located just prior to energy entering into the main high voltage step up transformer serving both Gratiot I and Gratiot II, by the production measured at the revenue meter located at the point of interconnection as described in the Interconnection Agreement. Gratiot I's proportionate share shall be the difference between the proportionate share determined pursuant to Section 6.10(a) above, and the production measurements for Gratiot II, as determined pursuant to this paragraph.

ARTICLE 7
OTHER RIGHTS AND OBLIGATIONS OF CO-TENANTS

7.1 Maintenance and Repair of Separate Facilities. Each Party shall, at its sole cost and expense, maintain in good working order and repair at all times the portion of its Separate Facilities which connects with or could reasonably be expected to affect any of the Shared Premises and Facilities.

7.2 Termination or Modification of Any Easement. No Easement may be terminated, modified or amended without the mutual consent and agreement of all Co-Tenants benefiting from, and Parties designated to benefit from such Easement pursuant to Exhibits A-1, A-2 or A-4; provided, however, that with respect to any extension of the term of any Easement, the Co-Tenancy Manager shall notify the Parties at least one hundred twenty (120) days prior to the time when any Easement must be extended. If any Easement provides for extending the term of the

Easement for successive annual or longer periods and if the Parties benefiting from such Easement agree to extend the Easement for the longer period of the permitted extension, such Parties shall authorize the Co-Tenancy Manager to, and the Co-Tenancy Manager shall, on behalf of such Parties, extend such Easement for such longer period. If the benefiting Parties and Parties designated to benefit from such Easement pursuant to Exhibits A-1, A-2 or A-4, fail to agree to the longer period of extension, such Parties shall authorize the Co-Tenancy Manager to, and the Co-Tenancy Manager shall, on behalf of such Parties, extend such Easement for the lesser time period of (i) annually, or (ii) the minimum extension period permitted under such Easement. In either case, the Parties shall pay their Pro Rata Share of the payment due under such Easement on or before the beginning of the applicable extension period. Upon the failure of any Party to pay its Pro Rata Share of the extension amount, such Party's rights in and to such Easement shall expire on the beginning date of the extension period. Notwithstanding any provision contained in this Section 7.2 to the contrary, if a Party notifies the Co-Tenancy Manager and the other Parties benefiting from such Easement that it has elected not to extend the term of a Easement (a "Non-Extending Party"), the other Parties may extend the term of such Easement for their sole benefit. In such a case, the Non-Extending Party and the other Parties shall execute, and the Co-Tenancy Manager shall cause to be recorded on behalf of such Parties, such instruments and assignments as necessary to transfer such Easement to the Parties electing to extend the term of such Easement and the Non-Extending Party shall, subject to applicable approvals from Governmental Authorities, if any, promptly remove all of its fixtures, improvements and equipment from the Easement so as not to incur any other expenses for the other Parties due to the presence of the Non-Extending Party's fixtures, improvements or equipment within the Easement.

7.3 Standard of Performance. Subject to the limitations or restrictions set forth in this Agreement (including, but not limited to, Article 8), the Co-Tenancy Manager and each Party shall perform its respective obligations hereunder in accordance with this Agreement, all Applicable Laws, Prudent Industry Practice, MISO Protocols, the Interconnection Agreement, and the terms of the Easements. Further, except as specifically authorized to the contrary in this Agreement, the Co-Tenancy Manager shall perform its obligations hereunder in a manner that (A) does not discriminate against any other Co-Tenants, and (B) attempts to maximize the delivery of energy from all Projects. In addition, the Co-Tenancy Manager shall perform its obligations hereunder in compliance with the Interconnection Agreement; provided, however, that each Co-Tenant shall deliver to the Co-Tenancy Manager a copy of the Interconnection Agreement.

7.4 Party Representatives. On or promptly after the Operative Date, each Party shall by written notice to the other Parties designate an individual representative (the "Party Representative") whose instructions, requests, and decisions will be binding upon such Party in all matters concerning this Agreement, except that the Party Representative shall not have the authority to amend this Agreement. Each Party shall have the right to change such Party Representative at any time and from time to time by written notice to the other Parties and the Co-Tenancy Manager.

7.5 Obligations of Gratiot I and IWDM to DECo. The Parties hereto acknowledge that the nature of the transfer of IWDM's interest hereunder is temporary and is intended to only be as long as necessary for IWDM to transfer ownership promptly thereafter to DECo. Gratiot I

and IWDM hereby agree that with respect to DECo, because IWDM will be the Granting Co-Tenant of DECo's Shared Premises and Facilities and Separate Collection Facilities Easements pursuant to this Agreement, IWDM shall be subject to the same representations, warranties, obligations, covenants, agreements and indemnities set forth in this Agreement of Gratiot I to the same extent as Gratiot I as if IWDM were providing such representations, warranties, obligations, covenants, agreements and indemnities itself and in its own name; provided, however, that to the extent that IWDM acquires temporary interests in the Shared Facilities and Easements, IWDM shall cease to be a Co-Tenant under this Agreement after it transfers its ownership interest in the Shared Facilities and Easements to DECo hereunder.

ARTICLE 8
MANAGEMENT RIGHTS AND VOTING

8.1 In General.

(a) The actions that the Co-Tenancy Manager is authorized to take pursuant to this Agreement with respect to the Shared Premises and Facilities, or the Easements, as well as any actions to implement this Agreement, shall be taken by the Co-Tenancy Manager in accordance with the terms of this Agreement, including Section 8.3 and any other limitations or restrictions set forth herein. Except as expressly stated herein, all decisions with respect to the Separate Facilities of a Co-Tenant shall be made by the Co-Tenant. The Co-Tenants shall not interfere in the management of the Shared Premises and Facilities by the Co-Tenancy Manager in accordance with this Agreement except for such temporary interruptions that are permitted pursuant to the explicit terms contained in this Agreement.

(b) Each Co-Tenant shall have the right to vote on any matter requiring a vote of the Co-Tenants in proportion to its Pro-Rata Share; provided, however, that each vote shall require approval by the Required Majority of the Co-Tenants affected by such vote. If a matter involves Shared Premises and Facilities in which not all of the Co-Tenants have an Undivided Interest, only such Co-Tenants with an Undivided Interest in such Shared Premises and Facilities shall be entitled to vote.

(c) In the event and during the continuance of a Co-Tenant Event of Default, such defaulting Co-Tenant shall have no right to vote on any matter requiring a vote of the Co-Tenants.

8.2 Specific Authority**.** Without limiting the generality of the foregoing, and subject to the limitations of authority of the Co-Tenancy Manager in Section 8.3 below or otherwise set forth in this Agreement, in addition to the authority otherwise granted herein, the Co-Tenancy Manager shall have the power, without further consent or approval of the Co-Tenants, to do any of the following:

(a) To negotiate, enter into on behalf of the Co-Tenants, and administer agreements with third party contractors, or to employ persons, and to otherwise expend monies necessary for the management, operation, maintenance, and repair of the Shared Premises and Facilities in accordance with this Agreement; provided, however, that (i) such engagement and any fees paid to such third party contractor thereunder shall be in accordance with the Approved

Co-Tenancy O&M Budget, (ii) with respect to any agreement with a third party contractor that is an Affiliate of the Co-Tenancy Manager, the Co-Tenancy Manager enters into such agreement on an arms-length basis, and (iii) no such third party contractor engagement shall relieve the Co-Tenancy Manager of its rights or obligations set forth in this Agreement.

(b) To pay and collect on behalf of the Co-Tenants amounts due in connection with the Shared Premises and Facilities, but only in accordance with the Approved Co-Tenancy O&M Budget;

(c) To commit to the expenditure of or spend up to and including Five Hundred Thousand Dollars ($500,000) in the aggregate (including the costs of installation and expediting fees) for and on behalf of the Co-Tenants to repair the Shared Premises and Facilities due to an Emergency or the Separate Facilities due to a Separate Facilities Emergency; provided that the Co-Tenancy Manager gives concurrent notice by facsimile and electronic mail to the Co-Tenants benefiting from such Facilities regarding the nature and amount of the expenditure as soon as reasonably practicable after the estimated amount of the expenditure is known by the Co-Tenancy Manager, but in any event no later than the time the Co-Tenancy Manager commits to the expenditure; provided, however, that any expenditure with respect to the Separate Facilities of a Co-Tenant shall be made only with the prior approval of such Co-Tenant;

(d) To negotiate with, and represent the Co-Tenants' interests before, any Governmental Authority pursuant to Section 6.5 regarding property valuation and real property taxes (if any) related to the Easements, Shared Premises and Facilities, and the Separate Facilities (if permitted in advance by the Co-Tenant owning such Separate Facilities) provided that any agreements or settlements with respect to the foregoing are approved by the Co-Tenants; and

(e) To execute, acknowledge, and deliver any and all instruments and take such other steps as are reasonably necessary to effectuate the foregoing and as are consistent with the terms of this Agreement, including Section 8.3 and any other limitations set forth herein.

8.3 Limitation on Authority. The Co-Tenancy Manager shall not take any of the following actions without the prior written approval of all Parties with a beneficial interest affected by the action:

(a) Create or cause to be created any Lien on any of the Shared Premises and Facilities, or the Separate Facilities;

(b) Amend or modify the terms of this Agreement, or any other agreement that affects any Party's rights hereunder to develop, own and operate its Project, including Easements and Interconnection Agreement;

(c) Perform or omit to perform any act which would cause any person reasonably to believe that the Co-Tenancy Manager is a partner of a Co-Tenant or authorized to bind a Co-Tenant, except as expressly provided herein;

(d) Sell, assign, mortgage, encumber, convey or otherwise transfer all or any portion of the Undivided Interests held by any Co-Tenant, or any components of the Shared Premises and Facilities, or any Separate Facilities or rights therein;

(e) Borrow funds or otherwise incur indebtedness on behalf of a Co-Tenant;

(f) Procure any insurance coverage that is less than the coverages required by Article 10;

(g) Incur an expense of more than Fifty Thousand Dollars ($50,000) in any single instance or cumulative expenses of more than Two Hundred Thousand Dollars ($200,000) in the aggregate in any calendar year that is not included in the Approved Co-Tenancy O&M Budget or that is not incurred for the installation of a Replacement Component as authorized hereunder;

(h) Adopt or amend or modify the Co-Tenancy O&M Budget;

(i) Make any offer or enter into any contract, letter of intent or agreement with respect to the zoning classification or other zoning or land use restrictions; or

(j) Do any act or that is specified as being beyond the authority of a Co-Tenant, or in contravention of, or that will otherwise cause a Co-Tenant to be in default under, this Agreement, the O&M Agreement to which such Co-Tenant is a party or any Financing Documents, Investment Documents or Project Agreements to which such Co-Tenant is a party or by which it is bound.

8.4 Curtailment of Delivery. The Co-Tenants shall interrupt or reduce deliveries of electrical power over the Shared Facilities if requested to do so by the Co-Tenancy Manager in accordance with the following provisions: (i) after reasonable notice to and agreement by Co-Tenants as to the timing and duration of the curtailment, to maintain, repair, replace, remove, investigate, inspect or test any part of the Shared Facilities or Separate Facilities in accordance with the terms of this Agreement; (ii) if the interruption or reduction is necessary due to an Emergency or a Separate Facilities Emergency, or (iii) if the Co-Tenancy Manager is ordered to do so by MISO, any other Governmental Authority or regulatory authority with jurisdiction over the Separate Facilities or the Shared Facilities, or a Co-Tenant (or its authorized agent) notifies the Co-Tenancy Manager that such curtailment is required by MISO or another Governmental Authority or regulatory authority with jurisdiction over the Separate Facilities or the Shared Facilities. The Co-Tenancy Manager shall limit the length of any such interruption or curtailment to that time strictly necessary to correct the problem. Any interruption or curtailment made pursuant to clause (i) above shall be made to the extent commercially reasonable during periods that balance both low or no winds and low energy prices so as to minimize potential loss of revenue of the Co-Tenant(s) being curtailed. Additionally, any such curtailment shall be applied to each Project in accordance with Wind Farm Management System in place at the time. Unless directed otherwise by MISO or any other Governmental Authority or regulatory authority with jurisdiction over the Shared Facilities, the Co-Tenancy Manager shall allocate curtailment orders issued under sub-clauses (ii) and (iii) of the first sentence of this Section 8.4 among Co-Tenants in accordance with each Co-Tenant's Pro-Rata Share of the relevant Shared Facilities

subject to such curtailment orders as of such date; provided, however, that (i) the Permitted Capacity with respect to a Project that has not reached its Commercial Operation Date shall be excluded in the calculation of such Pro-Rata Share for the purposes of this sentence, (ii) such Project that has not reached its Commercial Operation Date shall be curtailed in its entirety prior to any curtailment of any Projects that have reached their Commercial Operation Date, and (iii) the Parties acknowledge that such allocation is subject to the limitations of the Wind Farm Management System in place and will be as close to the Pro Rata Share allocation described above as Co-Tenancy Manager can accomplish, acting commercially reasonably. To the extent any curtailment is caused by any specific Project(s) or a breach by any specific Co-Tenant(s) of its obligations hereunder or by the action or inaction of any individual Co-Tenant or Co-Tenants, the Co-Tenant or Co-Tenants who owns such specific Project(s), whose breach of its obligations hereunder or whose action or inaction caused the curtailment shall reimburse any Co-Tenant owner of an Implemented Project for all Net Revenue Losses arising from such curtailment, it being hereby agreed that payment of the Net Revenue Losses shall be the Co-Tenant's owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and Consequential Damages due to such curtailment. The Parties agree that the actual Consequential Damages arising due to such curtailment would be difficult to compute and that the methodology for determining such Consequential Damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

8.5 Disconnection From Shared Facilities. A Co-Tenant's Project shall be disconnected from the Shared Facilities, and the Co-Tenants hereby authorize the Co-Tenancy Manager to implement such disconnection on behalf of the Co-Tenants, under any of the following circumstances:

(a) a Co-Tenant is exercising its rights as permitted under Section 13.3(a)(iv), provided any necessary approvals are obtained from the FERC, the MPSC and any other applicable Governmental Authority with jurisdiction over the Shared Premises and Facilities prior to effectuating such disconnection;

(b) upon termination or abandonment of a Project by a Co-Tenant or withdrawal from this Agreement by a Co-Tenant in accordance with Article 12 provided that any necessary approvals from FERC, the MPSC or any other Governmental Authority with jurisdiction over the Shared Premises and Facilities are obtained prior to effectuating such disconnection;

(c) if disconnection is necessary for safety in order to perform maintenance to any Shared Facility or in the event of an Emergency effecting a Co-Tenant with an interest in such Shared Facility; or

(d) at the direction of the Transmitting Utility pursuant to a Transmitting Utility's rights under the Interconnection Agreement with such Co-Tenant or under Applicable Laws or regulations. To the extent any disconnection of a Co-Tenant is caused by or attributable to any specific Project of another Co-Tenant or is attributable to a Co-Tenant Event of Default or by the action or inaction of any other Co-Tenant, the Co-Tenant who owns such specific Project, whose Co-Tenant Event of Default or action or inaction caused the disconnection of such other Co-Tenant's Project shall reimburse such disconnected Co-Tenant owner of an Implemented

Project for all Net Revenue Losses arising from such disconnection, it being hereby agreed that payment of the Net Revenue Losses shall be the Co-Tenant owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and Consequential Damages due to such disconnection. The parties agree that the actual Consequential Damages arising due to such disconnection would be difficult to compute and that the methodology for determining such Consequential Damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered. If a disconnection that is not due to the actions or inactions of any particular Co-Tenant is necessary, the Co-Tenancy Manager shall implement such disconnection in a fair and non-discriminatory manner taking into consideration the disconnections previously suffered by the Co-Tenants, each affected Co-Tenant's Pro-Rata Share and such other information that is available at the time of such a disconnection.

8.6 Compliance with Other Agreements. The Co-Tenancy Manager shall advise the Co-Tenants of such actions with respect to the Shared Premises and Facilities that need to be taken in order to satisfy each Co-Tenant's obligations under the Financing Documents, Investment Documents, or any other Project Agreements and at the request of the Co-Tenants and subject to their direction, implement such actions provided such actions do not interrupt or interfere with the normal operations or maintenance of the Shared Premises and Facilities for the benefit of each of the Projects. Each Co-Tenant and the Co-Tenancy Manager shall exercise commercially reasonably efforts to comply with the other Co-Tenants' Financing Documents, Investment Documents, and any other Project Agreements with respect to the Shared Premises and Facilities to the extent a Co-Tenant or the Co-Tenancy Manager has been advised of the obligations contained in such documents; provided, however, in no event shall a Co-Tenant be obligated to comply with any obligation in another Co-Tenant's Financing Documents, Investment Documents, or any other Project Agreements that interrupts or interferes with the normal operations or maintenance of the Shared Premises and Facilities for the benefit of such Co-Tenant's Project unless such Co-Tenant is reimbursed for engineering costs, administrative charges imposed by public entities and by any relevant transmission provider, reasonable attorney's fees, consulting fees, the cost of any additional operations and maintenance expenses required for such compliance, and Net Revenue Losses, if any, incurred for any period of time during which normal operations are interrupted.

8.7 Co-Tenancy Manager Representative. On or promptly after the Operative Date, the Co-Tenancy Manager shall, by written notice to the Co-Tenants, designate an individual representative (the "Co-Tenancy Manager Representative") whose instructions, requests, and decisions will be binding upon such Co-Tenancy Manager in all matters concerning this Agreement, except that the Co-Tenancy Manager Representative shall not have the authority to amend this Agreement. The Co-Tenancy Manager shall have the right to change the Co-Tenancy Manager Representative at any time and from time to time by written notice to the other Co-Tenants.

8.8 Competing Ventures. A Co-Tenant or the Co-Tenancy Manager may engage in or possess an interest in other business ventures of any nature and description, independently or with others, including but not limited to the ownership, financing, leasing, management, syndication, investment, brokerage and development of real property (including real property of the same type and nature as the Projects), and neither Co-Tenant nor the Co-Tenancy Manager

shall have any rights by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

ARTICLE 9
CO-TENANCY MANAGER

9.1 Appointment of the Co-Tenancy Manager. Invenergy Services LLC shall be the Co-Tenancy Manager effective as of the date a second Party becomes a Co-Tenant pursuant to Section 1.1(a) and shall hold such position until it (i) resigns, or (ii) is removed or replaced as provided by this Article 9. The Co-Tenancy Manager has the right to subcontract all or any portion of the services required of the Co-Tenancy Manager herein to any Person in accordance with Section 8.2(a).

9.2 Indemnification of Co-Tenancy Manager. To the fullest extent permitted by law, each Party shall jointly and severally, defend, indemnify and hold harmless the Co-Tenancy Manager and its Affiliates (except for IWDM, Gratiot I and Gratiot II), and all of their respective officers, directors, employees, agents, partners, shareholders and representatives, from and against any and all suits, actions, liabilities, investigations, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character (including attorneys' fees and expenses) arising out of (i) the acts (or failures to act) of any such Party or its officers, directors, employees, agents, members and representatives, hereunder or (ii) the acts of the Co-Tenancy Manager pursuant to its authority under this Agreement, provided the liability of each Co-Tenant under this subsection (ii) shall be in proportion to such Party's Pro Rata Share of such liability; and the Co-Tenancy Manager, its owners, officers, directors and employees shall not be liable to the Parties or any third party for any obligation, liability, or commitment incurred by or on behalf of the Parties in accordance with the provisions of this Agreement; provided, however, that the Co-Tenancy Manager, its officers, directors and employees shall not be entitled to indemnification hereunder (x) to the extent any action, claim, demand, cost or liability results from breach of this Agreement or from the Co-Tenancy Manager's gross negligence, bad faith, recklessness or willful misconduct, or (y) to the extent such indemnification relates to Separate Facilities, by the Parties not owning any share of such Separate Facilities.

9.3 Indemnification by the Co-Tenancy Manager. To the fullest extent permitted by law, the Co-Tenancy Manager shall indemnify, defend and hold harmless each Party and the Affiliates of each Party, and all of their respective officers, directors, employees, agents, partners, shareholders and representatives, from and against any and all suits, actions, liabilities, investigations, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character (including attorneys' fees and expenses) arising out of the Co-Tenancy Manager's gross negligence, bad faith, recklessness or willful misconduct. In addition, the Co-Tenancy Manager shall indemnify and protect each Party from any and all Liens filed in connection with the performance of the Co-Tenancy Manager's services under this Agreement unless such Lien results from the non-payment for services or equipment by a Party or is otherwise permitted hereunder.

9.4 Indemnification Notices; Limitation on Liability.

(a) Whenever a Party entitled to indemnification under Section 9.2 or 9.3 of this Agreement (an "Indemnitee") shall learn of a claim which, if allowed (whether voluntarily or by a judicial or quasi-judicial tribunal or agency), would entitle such Indemnitee to indemnification under Section 9.2 or 9.3 of this Agreement, before paying the same or agreeing thereto, the Indemnitee shall promptly send a notice to the Party(s) required to pay such indemnification (the "Indemnitor") in writing of all material facts within the Indemnitee's knowledge with respect to such claim and the amount thereof; provided, however, that the Indemnitee's right to indemnification shall be diminished by the failure to give prompt notice only to the extent that the Indemnitee's failure to give such notice was prejudicial to the right of the Indemnitor. If, prior to the expiration of fifteen (15) days from the giving of such notice, the Indemnitor shall request, in writing, that such claim not be paid, the Indemnitee shall not pay the same, provided that the Indemnitor proceed promptly to settle or litigate, in good faith, such claim. The Indemnitor shall have charge and direction of the defense and settlement of such claim, provided, however, that without relieving the Indemnitor of its obligations hereunder or impairing the Indemnitor's right to control the defense or settlement thereof, the Indemnitee may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) the employment of counsel by such Indemnitee has been authorized in writing by the Indemnitor, (ii) the Indemnitee shall have reasonably concluded that there exists a material conflict of interest between the Indemnitor and such Indemnitee in the conduct of the defense of such claim (in which case the Indemnitor shall not have the right to control the defense or settlement of such claim on behalf of such Indemnitee) or (iii) the Indemnitor shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement thereof. In each of such case set forth in clauses (i), (ii), and (iii) of the preceding sentence of this Section 9.4(a), the reasonable fees and expenses of counsel shall be at the expense of the Indemnitor except where the Indemnitor is ultimately deemed not to have been required to provide the indemnity sought by the Indemnitee. The Indemnitee shall not be required to refrain from paying any claim which has matured by a court judgment or decree, unless an appeal is duly taken therefrom and execution thereof has been stayed, nor shall it be required to refrain from paying any claim where the delay to pay such claim would result in the foreclosure of a lien upon any of the property or assets then held by the Indemnitee, or where any delay in payment would cause the Indemnitee an economic loss.

(b) The Co-Tenancy Manager shall not be liable or responsible hereunder, or accountable in damages to the Parties, for any act or omission performed or omitted by it in good faith pursuant to authority granted to it by this Agreement and in a manner reasonably believed by it to be within the scope of authority granted to it by this Agreement and in the best interests of the Parties; provided, however, that the Co-Tenancy Manager was not guilty of bad faith, gross negligence, recklessness or willful misconduct. With the exception of any liquidated damages or indemnification obligation contained in this Agreement, no Party hereto, nor its members or Affiliates, nor any of their principals, officers, directors, employees, agents, shareholders, partners or representatives shall be liable in connection with this Agreement for any consequential or indirect loss or damage, including loss of revenues, cost of capital, loss of goodwill, increased operating costs, delay costs, or any other special or incidental damages. The Parties further agree that the waivers and disclaimers of liability, releases from liability, and limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and except as otherwise expressly set forth in

this Agreement shall apply whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including gross negligence, strict liability, or breach of the Party released or whose liabilities are limited, and shall extend to the members, representatives, partners, principals, shareholders, directors, officers, employees and agents of each Party and its Affiliates. Nothing in this Section 9.4 shall be construed as a limitation or restriction on the amount or applicability of any insurance policies or coverages held by or otherwise required to be procured and obtained by the Parties under the terms of this Agreement.

9.5 Standards of Liability. In performing its duties hereunder, the Co-Tenancy Manager shall comply with all Applicable Laws, Prudent Industry Practices and employ that degree of skill, efficiency, and judgment that is ordinarily employed in the performance of comparable administrative and operation and maintenance services. In no event shall the liability of the Co-Tenancy Manager to the Parties under this Agreement exceed the cumulative Management Fee paid to the Co-Tenancy Manager hereunder**;** provided, however, that the foregoing limitation of liability shall not apply to, and no credit shall be issued against such liability for, any liabilities resulting from the gross negligence or willful misconduct of the Co-Tenancy Manager arising hereunder. The duties to be performed by the Co-Tenancy Manager as set forth herein shall not constitute the Co-Tenancy Manager as an architect, engineer, or construction contractor, nor impose upon the Co-Tenancy Manager any obligation to assume, render to, or perform on behalf of any of the Parties any responsibilities, duties, services, or activities assumed or rendered by any architect, engineer, or construction contractor employed on any Project nor impose upon the Party any liability with respect thereto.

9.6 Removal of the Co-Tenancy Manager.

(a) Removal for Cause. The Co-Tenancy Manager may be removed for cause by any of the Co-Tenants for any of the reasons set forth below:

(i) if the Co-Tenancy Manager is also an Operator of any of the Projects and has been terminated by any of the Co-Tenants as Operator as a result of a default by the Co-Tenancy Manager in its capacity as Operator under an O&M Agreement;

(ii) if Gratiot I, Gratiot II and IWDM, together or separately, all make an Assignment of all or substantially all of such Party's Undivided Interests or rights under this Agreement pursuant to Article 11 hereof (except to an affiliate of such Co-Tenant or to a Secured Party); or

(iii) if a Co-Tenancy Manager Event of Default has occurred, subject to the following procedure:

(A) The Co-Tenant(s) seeking removal of the Co-Tenancy Manager for cause has provided written notice (the "Removal Notice") to the Co-Tenancy Manager and the other Co-Tenants and Secured Parties of the Co-Tenancy Manager Event of Default, including the facts and circumstances giving rise to the default, and of such Co-Tenant's intent to remove Co-Tenancy Manager pursuant to this Section 9.6;

(B) The Co-Tenancy Manager has failed to cure the Co-Tenancy Manager Event of Default, within the time frames set forth in Section 13.2 plus an additional thirty (30) days from the delivery of the Removal Notice;

(C) If any Co-Tenant delivers a Removal Notice pursuant to Section 9.6(a)(iii)(A) and the Co-Tenancy Manager disputes the Co-Tenancy Manager Event of Default described therein, then within two (2) business days after delivery of such Removal Notice from such Co-Tenant, the Co-Tenancy Manager shall deliver to the Co-Tenants and their respective Secured Parties, a notice with a detailed description of the reasons why the Co-Tenancy Manager disputes such Co-Tenancy Manager Event of Default, and within two (2) business days after delivery of such notice by the Co-Tenancy Manager, the Co-Tenants and the Co-Tenancy Manager shall meet and confer in good faith with respect to such Co-Tenancy Manager Event of Default. Such meeting and conference may be done either telephonically or in person. If, after such meeting and conference, the Co-Tenancy Manager and the Co-Tenant(s) seeking removal of the Co-Tenancy Manager are not able to agree whether such Co-Tenancy Manager Event of Default occurred, such dispute shall be submitted to dispute resolution pursuant to Article 16. Pending resolution of such dispute, the Co-Tenancy Manager shall continue performing its duties and obligations pursuant to this Agreement.

(b) Removal for Convenience. The Required Majority may remove the Co-Tenancy Manager for convenience upon ninety (90) days written notice.

(c) Successor Co-Tenancy Manager. No removal of the Co-Tenancy Manager by the Co-Tenants shall be effective unless and until a successor Co-Tenancy Manager is appointed. If the Co-Tenancy Manager is removed pursuant to this Section 9.6, a successor Co-Tenancy Manager shall be selected pursuant to the agreement of all of the Co-Tenants. Any Co-Tenancy Manager which is removed shall, in good faith, continue to undertake its duties and obligations as the Co-Tenancy Manager until such time as a successor Co-Tenancy Manager is appointed hereunder. If the Co-Tenants fail to select a replacement Co-Tenancy Manager within sixty (60) days of the decision to remove the Co-Tenancy Manager, the Parties shall avail themselves of the dispute resolution procedures set forth in Article 16. In addition, and provided that the removed Co-Tenancy Manager shall continue to be reimbursed for its services by the Parties as provided hereunder, the removed Co-Tenancy Manager shall cooperate with and assist the new Co-Tenancy Manager during any such transition period, including execution of all necessary documents and provision of all information and documentation that the new Co-Tenancy Manager may reasonably require to fulfill its duties and obligations hereunder.

(d) Resignation. The Co-Tenancy Manager shall have the right to resign as Co-Tenancy Manager for convenience and without any liability to any of the Parties upon ninety (90) days prior written notice to the Co-Tenants and their respective Secured Parties. The Co-Tenants shall appoint a successor Co-Tenancy Manager within this ninety (90) day period, during which period the Co-Tenancy Manager shall, in good faith, continue to undertake its duties and obligations as the Co-Tenancy Manager until such time as a successor Co-Tenancy Manager is appointed hereunder. If the Co-Tenants fail to select a replacement Co-Tenancy Manager within ninety (90) days of the Co-Tenancy Manager's notice of its intent to resign, the Co-Tenants shall avail themselves of the dispute resolution procedures set forth in Article 16. The Co-Tenancy Manager shall cooperate with the Co-Tenants in the transition of the

performance of the Co-Tenancy Manager's obligations to the Co-Tenants or a successor Co-Tenancy Manager until the conclusion of such ninety (90) day period; provided, however, that if the Co-Tenants are unable to select or agree upon a replacement Co-Tenancy Manager during such ninety (90) day period, the Co-Tenants may extend such ninety (90) day period for up to an additional sixty (60) days by providing the Co-Tenancy Manager written notice of their intention to extend such period at least thirty (30) days prior to the end of the initial ninety (90) day period. During any such time that the Co-Tenancy Manager is obligated pursuant to this Section 9.6 to perform its obligations hereunder, the Co-Tenancy Manager shall remain liable for the performance of such obligations in accordance with this Agreement as if no resignation notice had been delivered

(e) Co-Tenancy Manager Assignment. The Co-Tenancy Manager may assign this Agreement to an affiliate provided that such affiliate assumes all of the Co-Tenancy Manager's obligations hereunder whether accruing prior, on or after the date of such assignment.

(f) Liability. Co-Tenancy Manager shall be discharged and released from all liability accruing on and after the day Co-Tenancy Manager ceases to perform services hereunder.

9.7 Books and Records; Reporting Requirements.

(a) Maintenance or Records. The Co-Tenancy Manager shall maintain books and records in sufficient detail to verify amounts due and payable hereunder for a period of not less than three (3) years after the end of the calendar month to which they relate, and all such books and records shall be available for inspection and/or copying by each Co-Tenant and its Secured Parties or its authorized representative at the cost and expense of such Co-Tenant and at reasonable times during regular business hours, upon reasonable notice to the Co-Tenancy Manager.

(b) Quarterly Reports. The Co-Tenancy Manager shall provide quarterly reports (each a "Quarterly Report") to the Co-Tenants by the fifteenth (15th) day of the following quarter and attending such quarterly meetings as the Co-Tenants may reasonably request, including any special meetings called by the Co-Tenants; provided, however, the Co-Tenancy Manager receives at least seven (7) days' notice of such meetings, and such meetings either are held within forty (40) miles of the Projects, or may be attended telephonically. The Quarterly Reports shall provide the Co-Tenants with such information necessary to keep the Co-Tenants reasonably apprised of the maintenance and repair of the Shared Premises and Facilities, including such matters related thereto which may have a material impact on the operation, maintenance or repair of each Co-Tenant's Project.

9.8 Co-Tenancy Manager Fees and Expenses. The Co-Tenancy Manager shall be paid or reimbursed, to the extent consistent with the Approved Co-Tenancy O&M Budget or as approved in advance by Co-Tenants, for any unscheduled maintenance and repairs to and replacements of the Shared Facilities performed by the Co-Tenancy Manager on behalf of the Co-Tenants in accordance with Section 6.6. Except in the event of an Emergency, the Co-Tenancy Manager shall have the right to pre-invoice the Co-Tenants for any materials and components required to be provided hereunder, and not to proceed with the acquisition of such

materials and components unless payment has been received by the Co-Tenancy Manager for such materials and components.

9.9 O&M Agreements. Each Party that has entered into an O&M Agreement as of the Operative Date or at any time during the Term of this Agreement agrees that if and to the extent any land or equipment that is subject to the O&M Agreement constitutes Shared Facilities, Shared Premises or Easements, the provisions of this Agreement regarding such Shared Premises and Facilities or Easements and Co-Tenancy Manager's right and obligations with respect thereto, shall not limit or restrict the obligations of Co-Tenancy Manager as Operator under such O&M Agreement with respect to such Shared Premises and Facilities or Easements thereunder, provided, however, that (i) to the extent of any overlap or inconsistency between an O&M Agreement and this Agreement with respect to Shared Premises and Facilities, this Agreement shall control so long as more than one Party is a Co-Tenant hereunder, and (ii) if the Operator of a Party is not the Co-Tenancy Manager, the Operator shall not have the right to operate, maintain, repair, or replace the O&M Property, the O&M Facilities, or the Shared Facilities, but such Operator shall have the right to access the Shared Facilities, the O&M Property and the O&M Facilities upon reasonable notice to Co-Tenancy Manager on a temporary basis as is reasonably necessary to ensure such Operator will have all hardware and software connections necessary for the Operator to operate the Separate Facilities that such Operator is responsible for, and shall also have the right to access data from the O&M Facilities to the extent necessary to operate such Co-Tenant's Separate Facilities. The provisions of this Agreement regarding such Shared Premises and Facilities or Easements and Co-Tenancy Manager's right and obligations with respect thereto shall not relieve the Operator of its obligations and duties contained in an O&M Agreement, and Operator shall remain fully liable for all services to be performed by Operator under such O&M Agreement.

9.10 Planned Outages. Each Party shall provide to the Co-Tenancy Manager a copy of such Party's planned outage schedule for the Shared Facilities, which in turn shall be provided by Co-Tenancy Manager to Gratiot I so that Gratiot I may provide the combined schedule to DECo in order to comply with the Gratiot I Power Purchase Agreement. All planned outages must be implemented in accordance with the terms and conditions set forth in this Agreement regarding curtailments and temporary disconnections.

ARTICLE 10
INSURANCE

10.1 Insurance. With the exception of workers compensation insurance and unless the Co-Tenants otherwise agree, at the request of the Co-Tenants, the Co-Tenancy Manager shall, on behalf of the Co-Tenants, arrange for the coverage of insurance outlined below to be put in place for the Shared Premises and Facilities. With the exception of the cost of construction phase insurances insurance in the case of construction of a Subsequent Project, the cost for applicable coverage thereof shall be shared Pro-Rata by the Co-Tenants. The cost of construction phase insurances insurance in the case of construction of a Subsequent Project shall be paid by the constructing Party. Regardless of who shall arrange for the coverage of insurances, all insurances for the Shared Premises and Facilities shall be maintained in accordance with this Article 10.

10.2 Construction Phase Insurances

(a) Builder's All-Risk Insurance and Delay in Start Up Insurance. Without limiting any obligation of any Party to its Secured Parties, during any construction each Party (in the case of construction of a Subsequent Project) and the Co-Tenancy Manager (in the case of construction on an Implemented Project), shall procure or cause to be procured, and maintain or cause to be maintained, at its sole cost and expense (to be reimbursed by the Co-Tenants in the case of construction phase insurance on an Implemented Project obtained by the Co-Tenancy Manager) builder's all-risk insurance and delay in start up insurance in an amount (i) sufficient to replace any new or existing Shared Facilities which are subject to such construction and any new or existing Separate Facilities which are subject to such construction, (ii) to indemnify the Co-Tenancy Manager and Co-Tenants for any loss of revenue associated with their proportion of such Shared Facilities, and (iii) that is reasonably acceptable to the Party performing construction. Such policies shall name the Co-Tenancy Manager and each of the other Co-Tenants (and such Co-Tenants members) as a named insured and their Secured Parties as additional insureds.

(b) General Liability Insurance. Without limiting any obligation of any Party to its Secured Parties, the Party or Co-Tenancy Manager as the case may be, shall procure or cause to be procured, and maintain or cause to be maintained liability insurance covering the respective activities of the Co-Tenancy Manager and Parties on the site of the Projects or the Shared Premises, including general liability coverage and comprehensive automotive liability coverage. Such coverage shall (i) have a minimum combined occurrence and annual limitation of One Million Dollars ($1,000,000), provided that such amount may be provided as part of a blanket policy covering other properties owned by Affiliates of the Co-Tenancy Manager, (ii) contain a blanket broad form contractual endorsement and severability of interest clause, and (iii) designate the Co-Tenancy Manager and the Parties, the Secured Parties, and their respective officers, directors, employees and agents as additional insureds. Furthermore, if a policy is on a "claims made" basis, such coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Michigan for actions based on contract or in tort. If coverage is on an "occurrence" basis, insurance on an occurrence basis shall be maintained for the term of this Agreement.

(c) Workers Compensation. Without limiting any obligation of any Party to its Secured Parties, the Party or the Co-Tenancy Manager as the case may be shall independently obtain and maintain appropriate workers compensation insurance to provide minimum coverage to comply with any statutory obligation imposed by workers compensation or occupational disease laws.

10.3 Operational Phase Insurances

(a) Property damage and Business Interruption Insurance. Without limiting any obligation of any Co-Tenant to its Secured Parties, at the request of the Co-Tenants, during operations the Co-Tenancy Manager shall, on behalf of the Co-Tenants, procure or cause to be procured, and maintain or cause to be maintained property damage and business interruption insurance in an amount (i) sufficient to replace any existing Shared Facilities that may be affected by a loss, (ii) to indemnify the Co-Tenancy Manager and Co-Tenants for any loss of

revenue associated with their Undivided Interest in the Shared Facilities, and (iii) that is reasonably acceptable to the Co-Tenants. Such policies shall name the Co-Tenancy Manager and each of the other Co-Tenants as named insureds and their Secured Parties as additional insureds. If the Co-Tenants do not request Co-Tenancy Manager to procure or cause to be procured the insurance described in this Section 10.3(a), each Co-Tenant shall be responsible for and shall pay its pro rata share of any property damage to the Shared Facilities.

(b) General Liability Insurance. Without limiting any obligation of any Co-Tenant to its Secured Parties, at the request of the Co-Tenants, the Co-Tenancy Manager shall, on behalf of the Co-Tenants, procure or cause to be procured, and maintain or cause to be maintained liability insurance covering the respective activities of the Co-Tenancy Manager and Co-Tenants on the sites of the Projects or the Shared Premises, including general liability coverage and comprehensive automotive liability coverage. Such coverage shall (i) have a minimum combined occurrence and annual limitation of One Million Dollars ($1,000,000), provided that such amount may be provided as part of a blanket policy covering other properties owned by Affiliates of the Co-Tenancy Manager, (ii) contain a blanket broad form contractual endorsement and severability of interest clause, and (iii) designate the Co-Tenancy Manager as named insured and the Co-Tenants, the Secured Parties, and their respective officers, directors, employees and agents as additional insureds.

(c) Workers Compensation. Without limiting any obligation of any Co-Tenant to its Secured Parties, the Co-Tenancy Manager and each of the Co-Tenants shall independently obtain and maintain appropriate workers compensation insurance to provide minimum coverage to comply with any statutory obligation imposed by workers compensation or occupational disease laws.

(d) Separate Facilities. If any of the Co-Tenants contracts with the Co-Tenancy Manager to maintain, operate and carry insurance over its Separate Facilities, such Co-Tenant may elect to carry the operational insurance required for such Separate Facilities as part of the policy of insurance for the Shared Premises and Facilities; provided, however, such Co-Tenant shall pay any increase in insurance premiums resulting from its addition of its Separate Facility insurance to the insurance policy for the Shared Premises and Facilities.

10.4 Waiver of Claims For Insured Events.

(a) Notwithstanding anything to the contrary contained in this Agreement, each Co-Tenant and each Secured Party waives any and every claim that arises or may arise in its favor against Co-Tenancy Manager and any other Co-Tenant or Secured Party during the term of the Agreement for any and all loss of, or damage to any Shared Facilities, to the extent such loss or damage is an insured event covered by the insurance to be maintained in accordance with this Agreement; provided, however, the foregoing waiver shall not apply to any uninsured deductible or self-insured retention or to instances where the relevant insurer disputes that the relevant event of loss was an insured event covered by the applicable insurance policy.

(b) In the event of an insured event, all insurance proceeds (other than those applicable to third party or workers compensation losses) with respect to the Shared Facilities shall be pooled and Co-Tenancy Manager shall apply the proceeds to reconstruction to the extent

permitted under each Co-Tenant's arrangements with its Secured Parties. If there is uninsured loss or insurance proceeds are inadequate, if such uninsured loss is not subject to an action for which a Co-Tenant is obligated to indemnify other Co-Tenants pursuant to the terms of this Agreement, the Co-Tenants shall contribute additional amounts based on the Pro-Rata Share of each of the Shared Facilities damaged.

10.5 Form and Content of Insurance. Without limiting any obligation of any Party to its Secured Parties, all policies and binders with respect to insurance provided pursuant to this Article 10 shall be as follows:

(a) Form of Policies. All insurance provided for hereunder shall be placed on forms reasonably acceptable to Parties and Secured Parties.

(b) Insurance Companies. All insurance required hereunder shall be with insurers with an A.M. Best rating of A- or better or with insurers otherwise deemed acceptable to Co-Tenancy Manager, the Parties, and the Secured Parties.

(c) Severability. All liability insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

(d) Non-Recourse. All insurance shall provide that there will be no recourse against the additional insureds for the payment of premiums or commissions or (if such policies provide for the payment thereof) additional premiums or assessments.

10.6 Additional Requirements. Without limiting any obligation of any Party to its Secured Parties:

(a) Waiver of Subrogation. All insurance maintained by the Parties and Co-Tenancy Manager shall provide for the waiver of any right of subrogation by the insurers thereunder against the Co-Tenancy Manager, the Parties (and their Members) and their Secured Parties and their officers, directors, employees, agents and representatives, and any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy.

(b) Notice of Cancellation. All insurance shall provide that it may not be canceled or materially changed without giving all of the Parties (and their members if such Party has provided notice information for such Members to Co-Tenancy Manager), the Co-Tenancy Manager, and Secured Parties at least thirty (30) days prior written notification thereof, except in cases of non-payment of premium for which ten (10) days prior written notice shall be provided (unless a longer notice period for non-payment is agreed to by the relevant insurer).

(c) Certificates; Proof of Loss. As of the Operative Date prior to any entry on the site of a Project or the Shared Premises by a Party, the Co-Tenancy Manager and the Parties shall furnish certificates of insurance to the Co-Tenancy Manager and, upon request, to the other Parties and their respective Secured Parties (and their members if such Party has provided notice information for such Members to Co-Tenancy Manager), evidencing the insurance required of

such Co-Tenancy Manager or Party pursuant to this Agreement. Each of the Parties, the Secured Parties of the Parties and the Co-Tenancy Manager shall be listed as additional insureds on the policies of the other parties. The Co-Tenancy Manager or the Party maintaining each policy hereunder shall make all proofs of loss under each such policy, and shall take all other action reasonably required to ensure collection from insurers for any loss under any such policy, except that each of the Parties and the Co-Tenancy Manager shall cooperate and assist in the preparation of such proofs of loss and take such other actions on behalf of the Parties as may be requested by the Parties or the Co-Tenancy Manager.

(d) Payment of Deductibles and Self-Insured Retention Amounts. Each Party shall be responsible for deductibles or self-insured retention on a Pro-Rata basis in proportion to the amount of each Party's insurance recovery; provided, however, with respect to any claim under any policy provided by a Party that results from the negligence of Co-Tenancy Manager, Co-Tenancy Manager shall be responsible for the payment of such deductible, to the extent of such negligence, subject to Co-Tenancy Manager's limitations of liability as set forth in Article 9 hereof; provided, however, proceeds payable under any policy shall not apply against the limitations of liability amount in Article 9.

(e) Subcontractor Insurance. Co-Tenancy Manager shall require all subcontractors to carry adequate coverage in accordance with Co-Tenancy Manager's normal practice, prior to entry on the Shared Premises and during the time in which they are engaged in performing services to be furnished by Co-Tenancy Manager, and for such subcontractors to provide written evidence of such insurance and additional insured status prior to entry on the Shared Premises. Co-Tenancy Manager shall provide the Parties, upon request, with current certificates of insurance evidencing such coverage as may be reasonably requested. All such insurance policies shall name Co-Tenancy Manager, the Parties, and the Secured Parties of the Parties as additional named insureds.

(f) Notification. The Parties and the Co-Tenancy Manager agree to advise the other Parties and the Co-Tenancy Manager as soon as practicable in writing of any notice of claim to which insurance pursuant to this Article 10 applies.

(g) Co-Tenant's and Secured Party's Rights. Should the Co-Tenancy Manager or any Party fail to provide or maintain any of the insurance policies required of it and such failure continues for more than five (5) business days after notice of cancellation is provided pursuant to Section 10.6(b), the other Parties shall have the right to provide and/or maintain such coverage at such Co-Tenancy Manager or Party's expense.

(h) Additional Insured. As applicable, coverage provided by the policies described in this agreement shall include as their interests may appear, the Parties, the Co-Tenancy Manager, and the Secured Parties as "additional insured".

(i) Loss Payable. The Parties, the Co-Tenancy Manager, and the Secured Parties or their agent shall be "loss payees" as their interests may appear under construction phase builders all-risk and operational phase property all-risk insurance.

ARTICLE 11
ASSIGNMENTS AND RIGHT TO ENCUMBER

11.1 Assignment by Co-Tenants. Except as permitted by Sections 11.2 and 11.3, no Party shall assign, sell, dispose of, give or otherwise transfer (collectively, for the purposes of this Article 11, referred to as "Assign" or an "Assignment") all or any portion of its Undivided Interests or its rights under this Agreement, whether voluntarily, by operation of law, at judicial sale or otherwise, to any person.

11.2 Procedures. Notwithstanding the foregoing, a Party may Assign all or any portion of its Undivided Interest or its rights under this Agreement provided that all of the following conditions are satisfied:

(a) the assignee will, as of the effective date of such assignment, own the Project of the assigning Party;

(b) a counterpart of the instrument of Assignment, executed by the parties thereto, is delivered to the other Parties;

(c) the assignee assumes and consents in writing to be bound by all of the terms and obligations of this Agreement in the place and stead of the assigning Party accruing before and after the date of such assignment;

(d) all necessary prior approvals have been obtained from FERC and/or the MPSC and any other Governmental Authority with jurisdiction over the Shared Facilities or the Separate Facilities;

(e) the assignee is classified as an entity taxable under federal income tax law;

(f) the assignee cures any Co-Tenant defaults and Events of Default of the assigning Party; and

(g) the assigning Party agrees to remain liable for any unpaid amounts due pursuant to this Agreement that accrued prior to the effective date of such Assignment.

Upon an Assignment that satisfies all of the foregoing conditions, the assigning Party shall be released from any further obligations accruing pursuant to this Agreement from and after the effective date of such Assignment, except for those described in subsection (g) above. Any purported Assignment that does not satisfy all of the foregoing conditions shall be null and void and of no effect and the Co-Tenant making such an Assignment shall remain liable for all of its rights and obligations under this Agreement.

11.3 Right to Encumber.

(a) Right to Encumber. The Co-Tenancy Manager and each Party specifically agree that any Party may at any time mortgage, pledge, collaterally assign, encumber, or grant a security interest in its own Undivided Interest and in its rights under this Agreement to any Secured Party. The Co-Tenancy Manager and each Party also agree that it shall, at any time and

from time to time during the term of this Agreement, after receipt of a written request by another Party, execute and deliver to the other Party and that Party's Secured Party, as designated in such request, such estoppel certificates and consents as may be reasonably requested by a Party or that Party's Secured Parties confirming among other things (i) each percentage amount of a Co-Tenant's Undivided Interests in each respective Shared Premises and Facilities, (ii) that there are no known Co-Tenant defaults under this Agreement, (iii) the current Capital Costs, and (iv) such other matters as may be reasonably requested. The rights of any Secured Party in and to any Shared Premises and Facilities shall at all times be subject to the terms and conditions of this Agreement regarding such Shared Premises and Facilities.

(b) Pledge, Collateral Assignment or Encumbrance. Should a Party mortgage, pledge, collaterally assign or encumber its Undivided Interest and its rights under this Agreement as provided in Section 11.3(a) above, subject to such Secured Party having provided each Party and Co-Tenancy Manager with an address for notices as set forth within the definition of "Secured Party", the Parties expressly agree among themselves and for the benefit of any Secured Party that (i) any notice required to be given to any Party pursuant to this Agreement shall also be given to the Party's Secured Party, (ii) no Party shall amend this Agreement in any material respect absent the prior written consent of all the Secured Parties, (iii) upon the occurrence of a default by a Party hereunder, the non-defaulting Parties declaring such default shall also provide written notice to the Secured Parties of the defaulting Party of such default (and accept such Secured Party's cure of such default), (iv) following a Co-Tenant default, such defaulting Co-Tenant's Secured Party shall have the right to cure or cause to be cured the Co-Tenant default, provided that such Secured Party shall be entitled to cure such Co-Tenant default during the period granted to such Co-Tenant for cure pursuant to this Agreement and any additional cure periods provided under the Security Documents, not to exceed the following additional time periods: (A) thirty (30) days for a Co-Tenant default described in Section 13.1(a); and (b) sixty (60) days in the event of any Co-Tenant default set forth in Sections 13.1(b) – (g); provided, however, that such sixty (60) day period shall be extended for the time reasonably required by the Secured Party to complete such cure not to exceed one hundred twenty (120) days, and (v) in case of the termination of this Agreement under Section 12.1(a) below as a result of any Co-Tenant's Event of Default under Sections 13.1(b) or (d) (such Co-Tenant, the "Insolvent Party"), (A) the other Parties shall give prompt notice of such termination to the Secured Parties of the Insolvent Party, and (B) the other Parties shall, upon written request of the first priority Secured Party of the Insolvent Party, made within ninety (90) days after such written notice to such Secured Party, permit such Secured Party (or its designee) to execute and enter into a new co-tenancy agreement with the remaining Parties within sixty (60) days after the receipt of such request, effective as of the date of the termination of this Agreement upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new co-tenancy agreement, the Secured Parties (or their designee) of the Insolvent Party shall (A) pay the remaining Parties any amounts that are due to the remaining Parties from the Insolvent Party, (B) pay the Co-Tenancy Manager any and all amounts which would have been due from the Insolvent Party under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new co-tenancy agreement, and (C) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by the Insolvent Party to the extent that the Insolvent Party failed to perform the same prior to the execution and delivery of the new co-tenancy agreement. A Secured Party (or its designee) shall only be liable under

this Agreement while it is in possession of or is the owner of an Undivided Interest, and only to the extent of its interest in the Insolvent Party's assets in which case such Secured Party shall be subject to all of the terms and conditions set forth herein.

11.4 Expenses. All reasonable expenses, including reasonable attorneys' fees, incurred by the Co-Tenancy Manager or any Party in connection with (a) the Assignment or proposed Assignment of another Party's Undivided Interest and its rights under this Agreement after such Party's Commercial Operation Date, or (b) the actual or proposed pledge, collateral assignment, encumbrance, or grant of a security interest in a Party's Undivided Interest and its rights under this Agreement to a Secured Party, shall be reimbursed by such Party making the Assignment or granting the security interest.

ARTICLE 12
TERM AND TERMINATION

12.1 Term and Termination. Notwithstanding anything herein to the contrary, with the exception of DECo, the rights and obligations of the Parties and the Co-Tenancy Manager under this Agreement shall not commence until the Operative Date occurs. With respect to DECo, the rights and obligations of DECo under this Agreement shall not commence, and DECo shall not become a "Co-Tenant" hereunder, until the occurrence of the DECo Commencement Date. Subject to the preceding two sentences, the term (the "Term") of this Agreement shall begin on the Contract Date and shall terminate, subject to obtaining any necessary prior FERC and/or MPSC approvals for such termination, upon the first occurrence of one of the following: (a) a single Co-Tenant or Secured Party becoming the owner of the entire ownership interest in all of the Easements and the Shared Premises and Facilities (after a second Party becomes a Co-Tenant hereto), or (b) the mutual agreement of all the Co-Tenants, with the consent of the then-existing Secured Parties. If the Operative Date has not occurred, or with respect solely to DECo, the DECo Commencement Date has not occurred, or no Party has become a Co-Tenant hereunder, on or before December 31, 2013, then this Agreement shall be of no further force or effect, subject to obtaining any necessary prior FERC and/or MPSC approvals for such termination.

12.2 Surrender and Assignment of Undivided Interest. Any Co-Tenant who wishes to abandon and decommission its Project may elect, or non-defaulting Co-Tenants may require a defaulting Co-Tenant, pursuant to Section 13.3(a)(iv) hereof, to convey its Undivided Interest and assign its rights hereunder to the other Co-Tenants in accordance with their respective Pro-Rata Shares (calculated without reference to the Undivided Interest of the surrendering Co-Tenant in either the numerator or the denominator) and, thereupon, to cease to have any right, title or interest in the Easements, the Shared Premises and Facilities or its Undivided Interest (such Co-Tenant a "Surrendering Co-Tenant"). The Surrendering Co-Tenant must (a) deliver all instruments of transfer as may be necessary or appropriate to effect the conveyance of its Undivided Interest and assignment of its rights hereunder to, and which are reasonably satisfactory to, the remaining Co-Tenant(s), (b) assign and convey to the remaining Co-Tenant(s) of all its rights under this Agreement, provided, however, that (x) any such surrender of an encumbered Undivided Interest may only be surrendered with the written consent of each Secured Party that holds a security interest in such Undivided Interest and a release of such Secured Party's security interest being provided by such Secured Party, provided, however, that in the case of a surrender pursuant to Section 13.3(a)(iv), such Secured Party shall have no rights

under this Section 12.2(x) if such Secured Party has failed to exercise its cure rights, or its cure rights have expired under Section 11.3(b)(iv), and (y) all necessary prior FERC and/or MPSC approvals must be obtained and all parties including the Surrendering Co-Tenant must take all reasonable steps to obtain such FERC and/or MPSC approval at the Surrendering Co-Tenant's sole cost and expense, and (c) cure all Co-Tenant Events of Default then existing. The Surrendering Co-Tenant shall remain fully responsible for, and shall pay its Pro-Rata Share of, all Shared O&M Expenses of such Surrendering Co-Tenant through the effective date of its surrender of its Undivided Interest and shall at all times continue to pay any Separate O&M Expenses with respect to its Separate Facilities and all costs, including reasonable attorneys' fees, incurred by any of the parties in obtaining FERC and/or MPSC approval of such surrender. No surrender of a Co-Tenant's Undivided Interest shall relieve the Surrendering Co-Tenant of any of its obligations under this Agreement, the Easements, the Interconnection Agreement or Power Purchase Agreement or any other agreement entered into pursuant to this Agreement, or its obligations hereunder with respect to its Separate Facilities, unless expressly provided for in this Agreement, or in a writing among the Co-Tenants.

12.3 Decommissioning of a Project. Any Surrendering Co-Tenant shall provide sixty (60) days written notice of its intent to decommission and abandon its Project to the other Co-Tenants and the Co-Tenancy Manager (the "Withdrawal Notice"). The Surrendering Co-Tenant shall be responsible for the decommissioning and removal of its Separate Facilities and for all related actions taken and costs incurred by the other Co-Tenants as a result of such Co-Tenant's abandonment of its Project. If the Surrendering Co-Tenant fails to properly decommission and remove its Separate Facilities, if any such failure could reasonably create a liability for the remaining Co-Tenants, the Co-Tenancy Manager may, subject to the direction and control of the remaining Co-Tenants, decommission and remove same on behalf of such Surrendering Co-Tenant, but only to the extent necessary to avoid the aforementioned liability, and shall charge the Surrendering Co-Tenant all reasonable and necessary costs incurred to accomplish such decommissioning and removal, including, but not limited to, costs incurred in the restoration of the Shared Premises as required by the Easements (collectively, the "Withdrawal Costs"). The Co-Tenancy Manager shall administer the calculation, collection, and distribution of the Withdrawal Costs, as follows:

(a) The Co-Tenancy Manager shall estimate the Withdrawal Costs and shall provide written notice of such costs to the Surrendering Co-Tenant within forty five (45) days after Co-Tenancy Manager has received the Withdrawal Notice. The Co-Tenancy Manager may engage a third party consultant to assist in the calculation of the Withdrawal Costs, in which case, such consulting fees shall be paid by the Surrendering Co-Tenant.

(b) The Surrendering Co-Tenant shall, within thirty (30) days of the receipt of the written notice of the Withdrawal Costs, pay the Withdrawal Costs to the Co-Tenancy Manager. The Withdrawal Costs shall be maintained by the Co-Tenancy Manager in a reserve account and used by the Co-Tenancy Manager for the payment of Shared O&M Expenses (to the extent such amounts were collected from the Surrendering Co-Tenant as provided above) to be applied for the benefit of the remaining Co-Tenants in accordance with their Pro-Rata Shares and for removal of Shared Facilities and the restoration of the Shared Premises, as necessary.

(c) Any dispute in regard to the amount of the Withdrawal Costs shall be submitted to dispute resolution pursuant to the terms of Article 16.

(d) A Surrendering Co-Tenant who fails to pay the Withdrawal Costs shall immediately file for all FERC approvals necessary to cease and desist from the use of the Shared Premises and Facilities and its Separate Facilities, and upon obtaining the necessary prior FERC approvals, forfeit all of its Undivided Interests hereunder to the other Co-Tenants, and cease and desist from such use; provided that the Co-Tenants shall also have obtained any necessary FERC approvals with respect to such forfeit and transfer of the Undivided Interests. Any Undivided Interest of the Surrendering Co-Tenant transferred or surrendered to the other Co-Tenants shall be allocated to the other Co-Tenants in accordance with their respective Pro-Rata Shares.

12.4 Distribution on Termination of this Agreement. In the event that the Co-Tenants decide to decommission all of the Projects and to proceed with the removal of the Shared Facilities and the Separate Facilities, the Co-Tenancy Manager shall take account of all the Co-Tenants' joint assets, including the Shared Premises and Facilities, joint liabilities, and existing third party agreements and, subject to the direction and control of the Co-Tenants and obtaining any necessary FERC and/or MPSC approvals to dispose of the Shared Premises and Facilities, shall proceed with the liquidation thereof. The Co-Tenants' joint assets shall be liquidated under the supervision of the Co-Tenancy Manager as promptly as is consistent with obtaining a reasonable value therefor, and the proceeds therefrom, together with any assets distributed in-kind, shall be applied and distributed as follows:

(a) To the payment of debts and liabilities of the Co-Tenants to third parties in connection with the Shared Premises and Facilities which are then due and the expenses of liquidation on a pro-rata and pari passu basis, based upon each Co-Tenant's Pro-Rata Shares in the Shared Premises and Facilities as of the date of liquidation.

(b) To the setting up of any reserves which are reasonably necessary for any contingent or unforeseen liabilities or obligations or debts not yet payable by the Co-Tenants in connection with the Shared Premises and Facilities, including any reserves to pay costs associated with the decommissioning and removal of the Shared Facilities or any Separate Facilities not yet removed by a Co-Tenant.

(c) Any sum remaining shall be distributed for the Shared Premises and Facilities, on a pro-rata basis, based upon each Co-Tenant's Pro-Rata Share in the Shared Premises and Facilities.

(d) At the request of and subject to the direction and control of the Co-Tenants and obtaining any necessary FERC or MPSC approval for such disconnection, the Co-Tenancy Manager may, in order to effectuate the liquidation of the Co-Tenants' joint assets, disconnect the Shared Facilities and the Separate Facilities from the Interconnection Facilities and the Projects.

12.5 Valuation and Distribution of Non-Cash Distributions. To the extent that non-cash consideration is distributed in kind as permitted herein, the fair value of such assets shall first be determined by an independent valuation expert selected by the Co-Tenants, including

separate valuations for each of the Shared Premises and Facilities, and the distribution of assets shall be made in accordance with such valuation.

ARTICLE 13
DEFAULT AND REMEDIES

13.1 Co-Tenant Events of Default

The following shall each constitute a default by a Co-Tenant under this Agreement (a "Co-Tenant Event of Default"):

(a) failure by a Co-Tenant to pay in full any amount due and payable hereunder when due, or any monetary judgment awarded by a court of competent jurisdiction which is not being appealed within sixty (60) days of such judgment, where such failure is not cured within thirty (30) days after written notice of such failure; provided, however, that such period shall be extended for so long as the defaulting Co-Tenant is disputing in good faith such amount pursuant to the procedures set forth in Article 16;

(b) a Co-Tenant Bankruptcy Event;

(c) a breach, or the cause of a breach, by such Co-Tenant of an Easement and a failure to cure such breach within the cure period permitted by such Easement less, in each instance, the following reduced time periods: (a) ten (10) days in the event of any monetary default; and (b) twenty (20) days in the event of any non-monetary default; provided that promptly after receiving written notice of any breach of a Easement, the defaulting Co-Tenant shall provide a copy thereof to the other Parties and the Co-Tenancy Manager;

(d) levy, seizure, assignment or sale of a substantial part of the property of a Co-Tenant for or by any creditor or Governmental Authority that materially affects the rights of any other Co-Tenants under this Agreement or the Co-Tenancy Manager's ability to perform under this Agreement;

(e) a breach of a representation or warranty provided by a Co-Tenant under this Agreement, where such breach is not cured within thirty (30) days after written notice thereof from one or more non-defaulting parties; provided, that if such breach cannot reasonably be cured within the thirty (30) day period, and if such Co-Tenant has commenced and is diligently pursuing such cure and provides the other Parties with adequate assurance of due performance, the cure period shall be extended to not more than one hundred twenty (120) days after the written notice of default, as shall be necessary for such Co-Tenant to cure the breach with all due diligence and dispatch, or such lesser period of time as may be provided in any Financing Documents, Investment Documents or Project Agreements to which a Co-Tenant is a party or by which it is bound;

(f) a breach by a Co-Tenant in observing or performing any of its obligations set forth in this Agreement, other than those described in clause (a) through (e) above; provided such breach is not cured within thirty (30) days after written notice thereof from one or more non-defaulting parties; and provided further that if such breach cannot reasonably be cured within the thirty (30) day period, and if such Co-Tenant has commenced and is diligently

pursuing such cure and provides the other parties with adequate assurance of due performance, the cure period shall be extended to not more than one hundred twenty (120) days after the written notice of default, as shall be necessary for such Co-Tenant to cure the breach with all due diligence and dispatch, or such lesser period of time as may be provided in any Financing Documents, Investment Documents or Project Agreements to which a Co-Tenant is a party or by which it is bound;

(g) a breach of or default by a Co-Tenant of an obligation in theInterconnection Agreement, a Power Purchase Agreement, a Financing Document, Investment Document or Project Agreement to which such Co-Tenant is a party or by which it is bound that affects the rights of any of the other Co-Tenants under this Agreement or the Co-Tenancy Manager's ability to perform under this Agreement, and a failure by such Co-Tenant to cure such breach within the time period provided by such agreements, as applicable.

13.2 Co-Tenancy Manager Events of Default.

The following shall each constitute a default by the Co-Tenancy Manager under this Agreement (a "Co-Tenancy Manager Event of Default"):

(a) failure to pay in full any amount due and payable hereunder when due, where such failure is not cured within thirty (30) days after written notice of such failure; provided, however, that such period shall be extended for so long as the defaulting Co-Tenant is disputing in good faith such amount pursuant to the procedures set forth in Article 16;

(b) a Co-Tenancy Manager Bankruptcy Event;

(c) a breach, or the cause of a breach, of an Easement and a failure to cure such breach within the cure period permitted by such Easement less, in each instance, the following reduced time periods: (a) ten (10) days in the event of any monetary default; and (b) twenty (20) days in the event of any non-monetary default; provided that promptly after receiving written notice of any breach of a Easement, the Co-Tenancy Manager shall provide a copy thereof to the Co-Tenants;

(d) levy, seizure, assignment or sale of a substantial part of the property of the Co-Tenancy Manager for or by any creditor or Governmental Authority that materially affects the rights of any of the Co-Tenants under this Agreement or the Co-Tenancy Manager's ability to perform under this Agreement;

(e) a breach of a representation or warranty provided by the Co-Tenancy Manager under this Agreement, where such breach is not cured within thirty (30) days after written notice thereof from one or more non-defaulting parties; provided, that if such breach cannot reasonably be cured within the thirty (30) day period, and if the Co-Tenancy Manager has commenced and is diligently pursuing such cure and provides the other Parties with adequate assurance of due performance, the cure period shall be extended to not more than one hundred twenty (120) days after the written notice of default, as shall be necessary to cure the breach with all due diligence and dispatch, or such lesser period of time as may be provided in any Financing Documents, Investment Documents or Project Agreements to which the Co-Tenancy Manager is a party or by which it is bound;

(f) a breach by the Co-Tenancy Manager in observing or performing any of its obligations set forth in this Agreement, other than those described in clause (a) through (e) above; provided such breach is not cured within thirty (30) days after written notice thereof from one or more of the non-defaulting parties; and provided further that if such breach cannot reasonably be cured within the thirty (30) day period, and if such Co-Tenant has commenced and is diligently pursuing such cure and provides the other parties with adequate assurance of due performance, the cure period shall be extended to not more than one hundred twenty (120) days after the written notice of default, as shall be necessary for to cure the breach with all due diligence and dispatch, or such lesser period of time as may be provided in any Financing Documents, Investment Documents or Project Agreements to which the Co-Tenancy Manager is a party or by which it is bound;

(g) a breach of or default by the Co-Tenancy Manager of an obligation in the Interconnection Agreement, a Power Purchase Agreement, a Financing Document, Investment Document or Project Agreement to which the Co-Tenancy Manager is a party or by which it is bound, and a failure by the Co-Tenancy Manager to cure such breach within the time period provided by such agreements, as applicable.

13.3 Remedies.

(a) If a Co-Tenant Event of Default has occurred and is continuing, the non-defaulting Co-Tenants jointly and severally or the Co-Tenancy Manager, on behalf of the non-defaulting Co-Tenants (upon written direction from the non-defaulting Co-Tenants and subject to their direction and control), shall have the following remedies:

(i) To bring an action for an injunction or to specifically enforce the provisions of this Agreement (the Co-Tenants agree that if any Co-Tenant breaches this Agreement, the injury to the other Co-Tenants will be irreparable and money damages alone will not be an adequate remedy);

(ii) To receive amounts payable under the indemnities contained herein;

(iii) In its sole and absolute discretion, to cure the Co-Tenant Event of Default by making or tendering the required payment or performance; provided that the curing Co-Tenant shall provide at least ten (10) days prior written notice to the defaulting Co-Tenant that it is going to undertake such cure and any such reasonable amounts paid by the non-defaulting Co-Tenant (or the Co-Tenancy Manager on behalf of the non-defaulting Co-Tenants), including all reasonable attorneys' fees and costs, shall be treated as a loan to the defaulting Party, which loan shall accrue interest until repaid in full at the Default Interest Rate;

(iv) Solely in the case of a Co-Tenant Event of Default set forth in Sections 13.1(a), (d) or (g) (but in the case of (g) only if such Event of Default is material in nature), disconnection of the defaulting Co-Tenant's Project from the Shared Premises and Facilities to the extent permitted under and in accordance with Section 8.5; and in the case of a Co-Tenant Event of Default set forth in Section 13.1(a), provided that the Co-Tenant is provided an additional one hundred twenty (120) days to cure such Co-Tenant Event of Default prior to such disconnection; provided, however, that the defaulting Co-Tenant's Project shall be permitted to

reconnect promptly, and the Co-Tenancy Manager shall promptly take all actions necessary for such reconnection, when and if (A) the Co-Tenant Event of Default is cured, and (B) any and all damages suffered and incurred by the non-defaulting parties have been compensated or agreed to be compensated within thirty (30) days with adequate assurances of payment satisfactory to the non-defaulting parties, excluding, however, any revenue losses incurred or suffered by such non-defaulting parties during the period of disconnection of the Shared Premises and Facilities or Separate Facilities (which such Parties shall nonetheless be entitled to pursuant to Section 8.5); and

(v) If a defaulting Party's Project is disconnected from the Shared Premises and Facilities pursuant to Section 13.2(a)(iv) and remains disconnected due to a failure by the defaulting Party to cure the default that led the non-defaulting Party to demand disconnection for a period of one hundred eighty (180) days, the non-defaulting Co-Tenants may, but only by unanimous agreement, require that the defaulting Party surrender all or any portion of the Shared Premises and Facilities pursuant to Section 12.2; and

(vi) To exercise any and all other rights and remedies which any one or more of the parties might otherwise have at law or in equity.

(b) If a Co-Tenancy Manager Event of Default has occurred and is continuing, any non-defaulting Co-Tenant shall have the following remedies, which shall be the sole and exclusive remedies of the Co-Tenants for a Co-Tenancy Manager Event of Default:

(i) To remove the Co-Tenancy Manager for cause pursuant to the procedures set forth in Section 9.6;

(ii) In its sole and absolute discretion, to cure the Co-Tenancy Manager Event of Default by making or tendering the required payment or performance; provided that any such reasonable amounts paid by the non-defaulting Party, including all reasonable attorneys' fees and costs, shall be treated as a loan to the Co-Tenancy Manager, which loan shall accrue interest until repaid in full at the Default Interest Rate;

(iii) To bring an action to specifically enforce the provisions of this Agreement; and

(iv) To exercise any and all other rights and remedies which any one or more of the Parties might otherwise have at law or in equity.

ARTICLE 14
REPRESENTATIONS AND WARRANTIES

14.1 Representations and Warranties of Co-Tenants and Co-Tenancy Manager. As of the Contract Date, each Party represents and warrants for the benefit of the other Parties and the Co-Tenancy Manager, and the Co-Tenancy Manager represents and warrants for the benefit of the Parties as follows:

(a) It is a limited liability company or corporation, duly organized and existing in good standing under the laws of the state of its formation or incorporation, qualified

to do business in the State of Michigan, and has the requisite power and authority to enter into this Agreement.

(b) This Agreement has been duly authorized and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms; and the execution and delivery of this Agreement and, except as otherwise set forth herein, performance of its obligations hereunder will not require the approval of any Governmental Authority and will not contravene, conflict with or result in the breach or violation of any document to which it is bound or in any law, rule or regulation.

(c) Except as otherwise set forth herein, it possesses all requisite power and authority and required permits, consents and licenses (if any) to perform this Agreement and to carry out the transactions contemplated herein.

(d) No suit, action or arbitration, or legal, administrative or other proceeding is pending or, to its knowledge, threatened against it that would affect the validity or enforceability of this Agreement or the ability of it to fulfill its obligations and commitments hereunder.

(e) It is and shall not cease to be classified as an entity taxable under federal income tax law without consent of the other Co-Tenants, which consent shall not be unreasonably withheld, conditioned or delayed (this representation and warranty is not applicable to the Co-Tenancy Manager).

ARTICLE 15
INDEMNITY; LIMITATIONS OF LIABILITY

15.1 Cross Indemnity.

(a) Except as otherwise provided herein, each Party, for and on behalf of itself and its agents, successors and assigns, shall defend, indemnify and hold harmless each of the other Parties and their respective directors, officers, partners, members, Affiliates (except for the Co-Tenancy Manager), contractors, employees, agents, successors and assigns, from and against any and all losses, liabilities, claims and damages suffered or incurred to the extent they (i) are a result of the negligent acts or omissions, bad faith, or recklessness or willful misconduct of the indemnifying Party or its directors, officers, partners, members, Affiliates, employees, agents, successors and assigns, in connection with the performance of its duties and obligations hereunder, (ii) are a result of any breach of or default by the indemnifying Party hereunder beyond applicable cure periods, or (iii) all third party liability claims and property damage incurred or suffered as a result of such Party, or Parties as the case may be, operation, maintenance, construction, installation, and removal of Shared Facilities, Replacement Components, Additional Facilities, Collection Facilities, and Separate Facilities, except to the extent caused by the indemnified Party's contributory, comparative or gross negligence or bad faith, or recklessness or willful misconduct, and not otherwise covered by the insurance required by Article 10.

(b) Notwithstanding the provisions of Section 15.1(a) above or any provisions in this Agreement to the contrary, a Party's sole and exclusive remedy for losses in revenues and

other Consequential Damages due to the inability to generate, transmit or sell electricity during a period of disconnection of any Shared Facilities that arises due to the connection, repair or replacement of any Shared Facilities or Separate Facilities or due to the negligence of a Party, Co-Tenancy Manager, or agent or employee of a Party, Co-Tenancy Manager or any contractor or subcontractor of any tier, shall be such Party's Net Revenue Losses. The parties agree the actual Consequential Damages arising due to such disconnection would be difficult to compute and the methodology for determining such damages is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

15.2 Limitations of Liability. THE PARTIES HEREBY AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY CONTAINED HEREIN.

ARTICLE 16
DISPUTE RESOLUTION

16.1 Disputes.

(a) Except as otherwise provided in this Agreement, in the event a dispute arises between or among the parties regarding the application or interpretation of any provision of this Agreement, the party alleging the dispute shall promptly notify the other party or parties of the dispute in writing. If the parties shall have failed to resolve the dispute within ten (10) days after delivery of such written notice, each party shall, within five (5) days of receipt of a written demand from the other party to do so, direct its Party Representative or the Co-Tenancy Manager Representative to confer in good faith within five (5) days with the other Party Representatives or Co-Tenancy Manager Representative to resolve the dispute. Should the parties be unable to resolve the dispute to their mutual satisfaction within fifteen (15) days, each party shall have the right to pursue the resolution of such dispute in accordance with the provisions of Section 16.2.

(b) Unless stated otherwise herein, all disputes shall be resolved in accordance with the dispute resolution procedures set forth in this Article 16. Notwithstanding the foregoing, (a) the parties may at any time seek injunctive relief from a court of competent jurisdiction, and (b) nothing herein shall prevent a party from defending or pursuing any claim in a court or other proceeding against a third party that has been initiated by such third party. In the event any dispute involves common issues of fact, liability or responsibility with any dispute or controversy under any other agreement (including the Gratiot I Power Purchase Agreement, the Build-Transfer Agreement, the Interconnection Agreement, and any Project Agreement), each of the parties agrees, where reasonably justified, to join such dispute with such other disputes and controversies to seek a common resolution of all such matters.

(c) Notwithstanding the foregoing, to the extent that the MPSC has jurisdiction over any of the Shared Premises and Facilities or the Separate Facilities, nothing in

this Article 16 shall prevent any party from seeking resolution of a dispute from the MPSC, provided that the other parties hereto may contest such jurisdiction.

16.2 Dispute Resolution.

(a) Agreement to Arbitrate Disputes. Any controversy, claim or dispute between or among the parties arising out of or related to this Agreement or the breach thereof that cannot be settled amicably by the parties that is submitted to binding arbitration shall be submitted for arbitration by a single arbitrator in accordance with the provisions contained herein and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall determine all questions of fact and law relating to any controversy, claim, or dispute hereunder, including but not limited to whether or not any such controversy, claim, or dispute hereunder is subject to the arbitration provisions contained herein.

(b) Commencement of Proceedings. Any party desiring arbitration (the "Demanding Party") shall serve on the other parties and their Secured Parties, and the Office of the American Arbitration Association in Southfield, Michigan, in accordance with the Rules, its demand for arbitration (the "Demand"), accompanied by the name of the person chosen by the Demanding Party to select an arbitrator. The other parties shall choose a second person to select an arbitrator, and the two persons so chosen shall select the arbitrator. If the other parties upon whom the Demand is served fail to choose a person to select an arbitrator and advise the Demanding Party of their selection within fifteen (15) days after receipt of the Demand, the person chosen by the Demanding Party shall select the arbitrator. If the two persons chosen by the parties cannot agree upon an arbitrator within ten (10) days after the designation of the second person, the arbitrator shall be selected in accordance with the Rules. Subject to their Security Documents, such parties' Secured Parties shall have the right to participate in any arbitration proceedings. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration.

(c) Location. All arbitration proceedings shall be held in Detroit, Michigan.

(d) Filing Deadlines. Notice of the Demand shall be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The Demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

ARTICLE 17
GENERAL PROVISIONS

17.1 Notices. Any notice required or authorized to be given hereunder or any other communications between the parties shall be in writing (unless otherwise provided) and shall be served personally or by reputable express courier service or by facsimile transmission addressed to the relevant party at the address stated below or at any other address notified by that party to

the others as its address for service. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served two (2) working days after the same shall have been delivered to the relevant courier, and any notice so given by facsimile transmission shall be deemed to have been served on dispatch; provided that such facsimile notice is transmitted during "business hours" in the primary recipient's location (which, for purposes of this Section17.1, shall mean any time before 5:00 p.m. on a day that is not a Saturday, Sunday or legal holiday in the state where such recipient is located) and otherwise shall be deemed to have been served upon the commencement of the next succeeding "business hours" in the recipient's location. As proof of such service it shall be sufficient to produce a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee or an activity report of the sender's facsimile machine showing the correct facsimile number of the party on whom notice is served and the correct number of pages transmitted and the date of dispatch.

The parties' addresses for service are as follows, although each party may change its address for service by written notice to the other parties given as provided in this Section 17.1:

If to Gratiot I:	Gratiot County Wind LLC c/o Invenergy Wind Development LLC One South Wacker Drive, Suite 1900 Chicago, Illinois 60606 Attention: Director of Development (Gratiot I Project) With cc to attention of: Joseph Condo Facsimile: 312-224-1444
Gratiot I's Secured Party:	
If to IWDM:	Invenergy Wind Development Michigan LLC One South Wacker Drive, Suite 1900 Chicago, Illinois 60606 Attention: Director of Development (Gratiot I Project) With cc to attention of: Joseph Condo Facsimile: 312-224-1444
If to Gratiot II:	Gratiot County Wind II LLC c/o Invenergy Wind Development LLC One South Wacker Drive, Suite 1900 Chicago, Illinois 60606 Attention: Director of Development (Gratiot II Project) With cc to attention of: Joseph Condo Facsimile: 312-224-1444
Gratiot II's Secured Party:	
If to DECo:	The Detroit Edison Company 414 South Main Street, Suite 300 Ann Arbor, MI 48104

Attention: Generation Optimization-Midstream Optimization
Facsimile: 734-887-4051

With a copy to:
The Detroit Edison Company
One Energy Plaza, 688 WCB
Detroit, Michigan 48226
Attention: General Counsel
Facsimile: 313 235-8500

If to Co-Tenancy Manager:
Invenergy Services LLC
One South Wacker Drive, Suite 1900
Chicago, Illinois 60606
Attention: Asset Manager
With cc to attention of: Joseph Condo
Facsimile: 312-224-1444

17.2 Survival of Rights. The Easements, the rights, interests and obligations thereunder and each Co-Tenant's Undivided Interest, shall be held, conveyed, hypothecated, encumbered, transferred and used subject to the covenants, terms and provisions set forth in this Agreement, which shall be binding upon and inure to the benefit of the Co-Tenants and any other person and entity having any interest therein during their ownership thereof, and their respective grantees, assignees, transferees, heirs, legatees, executors, administrators, successors and assigns, and all persons claiming under them. To the maximum extent permitted by law, the covenants set forth in the exhibits to this Agreement shall be deemed to run with the Easements, the rights, interests and obligations thereunder, each Co-Tenant's Undivided Interest and each portion thereof and interest therein, as equitable servitudes.

17.3 Amendment. Any changes to this Agreement shall require the written approval of all of the Parties and the Co-Tenancy Manager and shall be subject to FERC approval pursuant to Section 17.4 below, MPSC approval pursuant to Section 17.5 below and all other required approvals of any Governmental Authority.

17.4 FERC Approval. The parties acknowledge and agree that: (a) this Agreement will be publicly available through its filing with FERC for acceptance under Section 205 of the FPA; (b) any subsequent amendments to this Agreement must be accepted by FERC, and the effectiveness of such amendments will be contingent on such FERC acceptance; (c) changes in ownership contemplated by this Agreement may be subject to prior FERC approval; and (d) disconnections or terminations contemplated by this Agreement may require prior FERC approval. Subject to the terms and conditions set forth herein, the Parties and the Co-Tenancy Manager agree to execute and deliver all documents reasonably necessary for this Agreement to comply with FERC requirements.

17.5 MPSC Approval. The parties acknowledge and agree that (a) this Agreement will be filed with, and subject to approval by, the MPSC; (b) any subsequent amendments to this Agreement must be accepted by the MPSC, and the effectiveness of such amendments will be contingent on such MPSC acceptance; (c) changes in ownership contemplated by this Agreement

may be subject to prior MPSC approval; and (d) disconnections or terminations contemplated by this Agreement may require prior MPSC approval. Subject to the terms and conditions set forth herein, the Parties and the Co-Tenancy Manager agree to execute and deliver all documents reasonably necessary for this Agreement to comply with MPSC requirements.

17.6 Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto.

17.7 Agreement in Counterparts. This Agreement may be executed in multiple counterparts, each and all of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the day and year first above written. For purposes of recording this Agreement, the signature page and the acknowledgement pages pertaining thereto may be detached from a counterpart, when executed, and attached to another counterpart, which other counterpart may thereafter be recorded as this Agreement.

17.8 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan and without reference to the choice of law principles of the State of Michigan or any other state. In connection with the enforcement of any arbitration award under Section 16.2 above, the parties mutually consent to the jurisdiction of the courts of the State of Michigan and of the Federal District Courts in the Eastern District of Michigan, and hereby irrevocably agree that all claims in respect of such action or proceeding may be heard in such Michigan state or federal court. Each party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such party at its address specified in Section 17.1. Each party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **EACH PARTY HEREBY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW) TRIAL BY JURY.** Nothing in this Section 17.8 shall affect the right of any party to serve legal process in any other manner permitted by law or affect the right of such party to bring any action or proceeding against the other parties or their property in the courts of any other jurisdiction. The parties further agree that any process directed to either of them in any litigation involving this Agreement may be served outside the State of Michigan with the same force and effect as if service had been made within the State of Michigan. To the extent any party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such party hereby irrevocably waives (to the fullest extent permitted by law) such immunity in respect of its obligations under this Agreement.

17.9 Additional Documents; Cooperation. Each Party and the Co-Tenancy Manager, upon the request and at the expense of the Co-Tenancy Manager or another Party, agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement, including but not limited to, providing acknowledgement before a notary public of any signature heretofore or hereafter made by a party. In addition, the parties shall act in good faith and with due consideration to the operation of each Party's Project to support and cooperate with each other in the conduct of their respective

obligations hereunder, including the use, improvement, administration, maintenance and operation of the Shared Premises and Facilities, and Separate Facilities, and in otherwise giving effect to the purpose and intent of this Agreement, and including any party's efforts to obtain from any Governmental Authority or any other person or entity any environmental impact review, permit entitlement, approval, authorization of other rights necessary or convenient in connection with the Shared Premises and Facilities; and the other parties shall, without demanding additional consideration therefore other than reimbursement of reasonable engineering costs, administrative charges imposed by public entities, and by any relevant transmission provider, reasonable attorney's fees and consulting fees actually incurred, execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, document or instrument that is reasonably requested by a party in connection therewith, and shall return the same (as executed) to the party within thirty (30) days after the party's receipt thereof.

17.10 Validity. Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof; and the parties shall negotiate in good faith to replace such invalid and unenforceable provision.

17.11 Perpetuities Savings Clause. If any right of Party provided for in this Agreement would, in the absence of the limitation imposed by this sentence, be invalid or unenforceable as being in violation of the rule against perpetuities or any other rule of law relating to the vesting of an interest in or the suspension of the power of alienation of property, then such right or option shall be exercisable only during the period which shall end twenty-one years less one day after the date of death of the last survivor of the descendants living on the date of this Agreement of Joseph P. Kennedy, father of President John F. Kennedy, but if any such rights, privileges and options shall be or become valid under applicable law for a period subsequent to the twenty-first anniversary of the death of the last such survivor (or, without limiting the generality of the foregoing, if legislation shall become effective providing for the validity or permitting the effective grant of such rights, privileges and options for a period in gross, exceeding the period for which such rights, privileges and options are hereinabove stated to extend and be valid), then such rights, privileges or options shall not terminate as aforesaid but shall extend to and continue in effect, but only if such non-termination and extension shall then be valid under applicable Law until such time as the same shall under applicable law cease to be valid.

17.12 Limitation. Except for those provisions hereof which are for the benefit of Secured Parties (which Secured Parties and their respective successors and assigns are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), any provisions of this Agreement relating to contributions and payment of other obligations, expenses and liabilities are intended solely for the benefit of the parties and their successors and permitted assigns, and no benefit is intended hereby for any third party, nor shall any third party have the right to enforce the provisions of this Agreement, except as otherwise provided herein.

17.13 Third Party Beneficiaries. Each Secured Party shall be a third party beneficiary of this Agreement.

17.14 Waiver. The failure of any party at any time to require performance by any other party of any provision hereof shall not affect in any way the full right to require such

performance at any time thereafter, nor shall the waiver by any party of any breach of any provision hereof be held or deemed to be a waiver of the provision itself.

17.15 Titles. The titles to the sections of this Agreement are for convenience only, are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any provision of this Agreement.

17.16 Exhibits. All attached appendices, exhibits and schedules to which reference is made herein are hereby incorporated by this reference.

17.17 Force Majeure. Except for failure to pay monies required to be paid hereunder when due and payable, no party shall be liable or deemed to be in default hereunder for when such party's performance has been made delayed or made impossible due to an event of Force Majeure.

17.18 Memorandum. Concurrently with execution hereof, the parties hereto shall execute and deliver a Short Form of Assignment, Co-Tenancy, and Shared Facilities Agreement attached hereto as Exhibit E, which Short Form of Assignment, Co-Tenancy, and Shared Facilities Agreement shall promptly be recorded in the official records of (i) Gratiot County, Michigan, and (ii) Midland County, Michigan.

17.19 Power Purchase Agreement with DECo. The parties hereto acknowledge that Gratiot I and DECo have entered into that certain Gratiot I Power Purchase Agreement, and each party hereto has reviewed the Gratiot I Power Purchase Agreement. The parties further agree that the Co-Tenancy Manager will not take, nor shall the Parties cause the Co-Tenancy Manager to take, any action hereunder, or omit to take any action, in a manner that would cause Gratiot I to breach or incur any penalty under the Gratiot I Power Purchase Agreement. Any third party that is not affiliated with DECo or Gratiot that is assigned this agreement as permitted hereunder is obligated to comply with the terms of this Section 17.19, and shall be obligated, prior to the effectiveness of such assignment, to sign a confidentiality agreement on a form reasonably acceptable form to receive a copy of the Gratiot I Power Purchase Agreement (which may be redacted to remove business terms).

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Co-Tenants have executed this Agreement effective as of the date first above written.

Gratiot County Wind LLC

By:_____
Name:_____
Title:_____

Gratiot County Wind II LLC:

By:_____
Name:_____
Title:_____

THE DETROIT EDISON COMPANY:

By:_____
Name:_____
Title:_____

Invenergy Services LLC

By:_____
Name:_____
Title:_____

Invenergy Wind Development Michigan LLC

By:_____
Name:_____
Title:_____

APPENDIX A

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

DEFINITIONS

"Additional Facilities" shall have the meaning set forth in Section 2.5.

"Additional Premises Rights" shall have the meaning set forth in Section 1.3.

"Affiliate" shall mean, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with the specified Person. For purposes of this Agreement, (i) a Secured Party shall not be considered as an Affiliate of a Co-Tenant solely as a result of any transactions described in its Security Documents, and (ii) an indemnified Party and an indemnifying Party shall not be considered as an Affiliate of the other.

"Agreement" shall mean the Assignment, Co-Tenancy and Shared Facilities Agreement to which this Appendix is attached, together with all other appendices and exhibits attached hereto.

"Alternate Proposal" shall have the meaning set forth in Section 2.3(b).

"Applicable Law" shall mean any statute, regulation, ordinance, rule, government approval, agreement, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority having jurisdiction over the matter or Person in question, whether now or hereafter in effect applicable to this Agreement or to any of the parties to this Agreement.

"Approved Co-Tenancy O&M Budget" shall have the meaning set forth in Section 6.7.

"Assign" or an "Assignment" shall have the meaning set forth in Section 11.1.

"Bankruptcy Event" means, with respect to any entity, such entity: (i) voluntarily files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it by its creditors and such petition is not dismissed within sixty (60) days of the filing or commencement or an order for relief is entered; (ii) makes an assignment or any general arrangement for the benefit of creditors; (iii) otherwise becomes insolvent, however evidenced; (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (v) is generally unable to pay its debts as they fall due.

"Bill of Sale – Shared Facilities" shall have the meaning set forth in Section 2.1(a).

"Build-Transfer Contract" means that certain Build-Transfer Contract by and between DECo and IWDM, an Affiliate of Gratiot I, pursuant to which IWDM will be delivering to DECo the DECo Project.

"Capital Costs" shall mean all capital costs incurred by a Co-Tenant with respect to any Shared Premises and Facilities determined in accordance with GAAP and shall reflect depreciation of such asset as determined in accordance GAAP.

"Code" shall have the meaning set forth in Section 5.7.

"Collection Facilities Easements" shall have the meaning set forth in the Recitals.

"Commercial Operation Date" with respect to each Project shall mean the date that such Project achieves commercial operation under the applicable Project Agreements of the Party that owns the Project.

"Consequential Damages" shall mean lost profits or any other special, indirect or consequential damages of whatever nature.

"Consumables" shall mean, collectively, all items consumed or needing regular periodic replacement (at least once every two years) during operation and maintenance of the Shared Premises and Facilities, including, but not limited to, lubricants, office supplies, air filters, gaskets, hand tools, and all other consumable materials and parts required for the normal operation of the Shared Premises and Facilities.

"Contract Date" shall have the meaning set forth in the Preamble to this Agreement.

"Control," "Controlled by," and "under common Control with," with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or member or partnership interests, by contract or otherwise.

"Co-Tenancy Manager" shall mean Invenergy Services LLC, its successors and permitted assigns, and its replacements.

"Co-Tenancy Manager Event of Default" shall have the meaning set forth in Section 13.2.

"Co-Tenancy Manager Representative" shall have the meaning set forth in Section 8.7.

"Co-Tenant Meter" shall have the meaning set forth in Section 6.10.

"Co-Tenancy O&M Budget" shall have the meaning given in Section 6.7.

"Co-Tenant" or "Co-Tenants" shall have the meaning given in the Recitals.

"Co-Tenant Event of Default" shall have the meaning set forth in Section 13.1.

"DECo" shall have the meaning set forth in the first paragraph of this Agreement.

"DECo Commencement Date" shall have the meaning set forth in Section 1.1(a).

"DECo Permitted Capacity" shall have the meaning set forth in the Recitals.

"DECo Project" shall have the meaning set forth in the Recitals.

"DECo Project Closing" shall mean the date upon which transfer to DECo of title to the DECo Project and the payment by DECo to IWDM of the portion of the "Contract Price" (as defined in the Build-Transfer Contract) payable in conjunction with such transfer occurs under and in accordance with the provisions of the Build-Transfer Contract.

"Default Interest Rate" shall mean the lesser of (i) Prime Rate plus 200 Basis Points, or (ii) the maximum rate allowed by law.

"Demand" shall have the meaning set forth in Section 16.2(b).

"Demanding Party" shall have the meaning set forth in Section 16.2(b).

"Easements" shall have the meaning set forth in the Recitals.

"Emergency" shall mean any occurrence, in the reasonable judgment of Co-Tenancy Manager that requires action and (i) which constitutes a serious actual or potential hazard to the safety of Persons or property, (ii) may immediately and materially interfere with the safe, economical or environmentally sound operation of the Shared Premises and Facilities, or (iii) would violate Applicable Law, in each case if not immediately rectified.

"FERC" shall mean the Federal Energy Regulatory Commission.

"FPA" shall mean the Federal Power Act.

"Financing Document" or "Financing Documents" shall mean those documents governing a Co-Tenant's relationship with a Secured Party.

"Force Majeure" shall mean any act, casualty or occurrence, condition, event or circumstance of any kind or nature not reasonably within the excused party's control and which could not have been avoided by reasonable measures, including: (i) acts of God or the elements (including fire, earthquake, explosion, flood, epidemic or any other casualty or accident) or condemnation; (ii) strikes, lock outs or other labor disputes; (iii) the inability to secure labor or materials in the open market; and (iv) war, terrorism, sabotage, civil strife or other violence. Force Majeure expressly does not include late delivery or breakage of equipment or materials or economic hardship except to the extent caused by a Force Majeure event.

"GDPIPD" shall mean the implicit price deflator for the gross domestic product as computed and published by the U.S. Department of Commerce. The figures to be used in this adjustment shall be those presented in the "Gross Domestic Product: Third Quarter „Final' Press Release" typically released in December of each calendar year by the United States Department of Commerce, Bureau of Economic Analysis. No subsequent revisions released by the United

States Department of Commerce to those figures will be considered to affect or adjust the Inflation Adjustment Factor.

"Governmental Authority" shall mean the government of any federal, state, municipal, or other political subdivision in which the Shared Premises and Facilities are located, and any other government or political subdivision thereof exercising jurisdiction over (i) the Shared Premises and Facilities, or (ii) with respect to their rights and obligations hereunder or under the Easements, any Co-Tenant; in each case including all agencies and instrumentalities of such governments and political subdivisions.

"Granting Co-Tenant" shall have the meaning set forth in Section 1.1(a).

"Gratiot I" shall have the meaning set forth in the first paragraph of this Agreement.

"Gratiot I Power Purchase Agreement" shall mean that certain Long-Term Non-Firm Renewable Energy Credit and Renewable Power Purchase Agreement between DECo and Gratiot I dated August 10, 2010, as such agreement may be amended from time to time.

"Gratiot I Permitted Capacity" shall have the meaning set forth in the Recitals, as the same may be adjusted pursuant to Section 6.1(a).

"Gratiot I Project" shall have the meaning set forth in the Recitals.

"Gratiot II" shall have the meaning set forth in the first paragraph of this Agreement.

"Gratiot II Permitted Capacity" shall have the meaning set forth in the Recitals.

"Gratiot II Project" shall have the meaning set forth in the Recitals.

"Implemented Project" shall mean Project that has achieved Commercial Operation Date.

"Indemnitee" shall have the meaning set forth in Section 9.4(a).

"Indemnitor" shall have the meaning set forth in Section 9.4(a).

"Inflation Adjustment Factor" shall mean a fraction, the numerator of which is the GDPIPD for the prior calendar year and the denominator of which is the GDPIPD for the next prior calendar year; provided that such fraction shall be converted to decimal format to be carried to five (5) decimal places.

"Insolvent Party" shall have the meaning set forth in Section 11.3(b).

"Interconnection Agreement" shall mean that certain Large Generator Interconnection Agreement dated _____ by and among Gratiot I and the Transmitting Utility, as such agreement may be amended from time to time.

"Interconnection Facilities" shall mean those facilities of a Transmitting Utility at the Interconnection Points.

"Interconnection Points" shall mean any of the points designated in an Interconnection Agreement for the interconnection of the applicable Transmitting Utility with the Shared Facilities used for delivering electricity to the Transmitting Utility.

"Investment Document" or "Investment Documents" shall mean those documents governing a Co-Tenant's relationship with its investors.

"IWDM" shall have the meaning set forth in the first paragraph of this Agreement.

"Joining Co-Tenant" shall have the meaning set forth in Section 1.1(a).

"Lien" shall mean any lien (statutory or otherwise), mortgage, deed of trust, claim, option, right to purchase, right to obtain, lease, easement, charge, pledge, security interest, hypothecation, assignment, use restriction or other encumbrance of any kind or nature whatsoever, whether voluntary or involuntary, choate or inchoate (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement).

"Management Fee" shall have the meaning set forth in Section 6.2.

"MISO" shall mean Midwest Independent System Operator, a regional transmission organization.

"MISO Operating Guides" shall mean the guidelines approved by MISO describing the reliability standards for MISO.

"MISO Protocols" shall mean the documents adopted by MISO, including any exhibits or attachments referenced therein, that contain the scheduling, operating, planning, reliability and settlement policies, rules, guidelines (including the MISO operating guides), procedures, standards and criteria of MISO, as such documents may be amended from time to time.

"MPSC" shall mean the Michigan Public Service Commission.

"Net Revenue Losses" shall mean the reduction in net revenue due to the disconnection or curtailment of any Shared Facilities or Separate Facilities calculated in accordance with methodology set forth on Exhibit F.

"Non-Extending Party" shall have the meaning set forth in Section 7.2.

"Operative Date" shall mean the day after all of the following conditions have been satisfied: (i) FERC has accepted this Agreement for filing by Gratiot I, Gratiot II, and DECo under Section 205 of the FPA and allowed it to become effective and granted them waivers from FERC's open access transmission requirements customary for entities that own limited interconnection transmission facilities; (ii) Gratiot I and Gratiot II have obtained exempt wholesale generator status pursuant to the Public Utility Holding Company Act of 2005 and FERC's implementing regulations with respect to the co-tenancy arrangements contemplated herein; (iii) to the extent that ownership interests in the Shared Facilities will be transferred after energization, FERC has issued an order under Section 203 of the FPA for such transfer of co-tenancy interests contemplated by this Agreement in the Shared Facilities described in Exhibit D

hereto; and (iv) Gratiot I and Gratiot II have been granted market based rate authority under Section 205 of the FPA for the sale of power at wholesale and a waiver from FERC's accounting and related reporting requirements under 18 C.F.R. Parts 41, 101 and 141 of FERC's regulations and blanket authorization to issue securities or assume liabilities under Section 204 of the FPA..

"Operator" shall mean the entity acting in its capacity as manager of any Co-Tenant's Separate Facilities under any of the O&M Agreements.

"O&M Agreements" shall mean the operation and maintenance agreements or facility management agreements that a Co-Tenant may enter into with respect to the operation, maintenance, repair and replacement of a Co-Tenant's Project including, with limitation such Co-Tenant's Separate Facilities.

"O&M Property" shall have the meaning set forth in the Recitals.

"O&M Facilities" shall have the meaning set forth in the Recitals.

"Partial Assignment of Collection Facilities Easement" shall have the meaning set forth in Section 3.1(a).

"Partial Assignment of Easement Agreement" shall have the meaning set forth in Section 1.1(a).

"Party" shall have the meaning set forth in the opening paragraph of the Agreement.

"Party Representative" shall have the meaning set forth in Section 7.4.

"Permitted Capacity" shall mean the Gratiot I Permitted Capacity, the Gratiot II Permitted Capacity, and/or the DECo Permitted Capacity, as the context may require.

"Person" shall mean an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, agency, Governmental Authority or other entity.

"Power Purchase Agreement" or "Power Purchase Agreements" shall mean (i) the long-term power purchase agreements between a Co-Tenant and a power purchaser for all or substantially all of the production from a Project, as such agreements may be amended from time to time and (ii) any agreements between a Co-Tenant and an energy hedge provider and evidencing the swap transaction entered into thereunder.

"Prime Rate" shall mean the rate published in *The Wall Street Journal* as the "Prime Rate" from time to time (or, if more than one such rate is published, the arithmetic mean of such rates), in either case determined as of the date the obligation to pay interest arises, but in no event more than the maximum rate permitted by applicable law.

"Project" or "Projects" shall have the meaning set forth in the Recitals.

"Project Agreement" or "Project Agreements" with respect to each Project shall have the meaning set forth in the applicable O&M Agreement for such Project

"Proposed Replacement Component" shall have the meaning set forth in Section 2.3(b).

"Pro-Rata Share" shall have the meaning set forth in Section 6.1(a).

"Prudent Industry Practice" shall mean those practices, methods and acts that would be implemented and followed by a prudent operator of wind generating facilities similar to the Projects in the United States during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. In determining which practices, methods and acts constitute Prudent Industry Practice, due regard shall be given to, among other things, manufacturers' warranties, contractual obligations, the requirements or guidance of Governmental Authorities and MISO, Applicable Laws, and the requirements of insurers, but in no event shall Prudent Industry Practice be interpreted to require any practice, method or act that violates Applicable Laws.

"Qualified Replacement Component" shall mean a replacement component that is (i) new or (ii) (a) is refurbished for the purpose for which it is intended and in good condition , and (b) such replacement component and the installation thereof would comply with Prudent Industry Practice.

"Quarterly Report" shall have the meaning set forth in Section 9.7(b).

"Quitclaim Deed" shall have the meaning set forth in Section 1.1(a).

"RECs" shall have the meaning set forth in Exhibit F.

"Reduction Factor" shall have the meaning set forth in Section 6.1(c)(ii).

"Removal Notice" shall have the meaning set forth in Section 9.6(a)(iii)(A).

"Replacement Component" shall mean any replacement component of the Shared Facilities, other than Consumables.

"Replacement Notice" shall have the meaning set forth in Section 2.3(b).

"Required Majority" shall mean the affirmative approval of the Co-Tenants with an interest in the respective Shared Premises and Facilities affected by such decision that hold a collective Pro-Rata Share in such Shared Premises and Facilities of at least Seventy-One Percent (71%).

"Rules" shall have the meaning of such term in Section 16.2(a).

"Secured Party" shall mean, with respect to any Co-Tenant, the agent or lead bank, lending institution(s) or other financial institution under a loan agreement, hedge agreement or

other financing instrument with such Co-Tenant secured by any of the Shared Premises and Facilities, the Separate Facilities, or all or a portion of Co-Tenant's Undivided Interest; provided, however, that any such agent, lead bank, lending institution or other financial institution shall not be deemed a "Secured Party" entitled to the rights accruing to a Secured Party until such party gives written notice to every other Co-Tenant and Co-Tenancy Manager along with an address for receipt of notices.

"Security Documents" shall mean, with respect to any Co-Tenant, the security documents executed between such Co-Tenant and its Secured Party or other entities in which the Shared Premises and Facilities, or all or a portion of Co-Tenant's Undivided Interest secure the payment of any indebtedness owed by such Co-Tenant to such Secured Party.

"Separate Collection Facilities" shall have the meaning set forth in Section 3.1.

"Separate Collection Facilities Easements" shall have the meaning set forth in the Recitals.

"Separate Easements" shall mean any easements, leases, licenses or other rights of a Party that are not Easements.

"Separate Facilities" shall have the meaning set forth in Section 4.1.

"Separate Facilities Emergency" shall mean any Emergency involving the Separate Facilities of the other Co-Tenant.

"Separate O&M Expenses" shall have the meaning set forth in Section 6.3.

"Shared Facilities" shall have the meaning set forth in the Recitals.

"Shared Facilities Maintenance" shall have the meaning set forth in Section 2.2.

"Shared Maintenance" shall have the meaning set forth in Section 2.2.

"Shared Premises" shall have the meaning set forth in the Recitals.

"Shared Premises and Facilities" shall have the meaning set forth in the Recitals

"Shared Premises Easements" shall mean the easements described in the Recitals.

"Shared Premises Maintenance" shall have the meaning set forth in Section 1.2.

"Shared O&M Expenses" shall have the meaning set forth in Section 6.2.

"Subsequent Projects" shall have the meaning set forth in the Recitals.

"Substation Easements" shall have the meaning set forth in the Recitals.

"Surrendering Co-Tenant" shall have the meaning set forth in Section 12.2.

"Temporary Construction Easement" shall have the meaning set forth in Section 5.1.

"Term" shall have the meaning set forth in Section 12.1.

"Transmission Easements" shall have the meaning set forth in the Recitals.

"Transmitting Utility" shall mean the Michigan Electric Transmission Company, LLC.

"Turbine" shall mean a wind-powered electrical generator, nacelle, blades, and supporting tower of a particular nameplate rated electrical generating capacity.

"Undivided Interests" shall mean, with respect to any Co-Tenant, such Co-Tenant's undivided rights and interests in the Shared Premises and such Co-Tenant's undivided tenants-in-common rights and interests in the Shared Facilities.

"Wind Farm Management System" shall mean that certain General Electric Wind Farm Management System that is being purchased in connection with the purchase of the wind turbines for the Projects.

"Withdrawal Costs" shall have the meaning set forth in Section 12.3.

"Withdrawal Notice" shall have the meaning set forth in Section 12.3.

EXHIBIT A-1

TRANSMISSION EASEMENTS

This Exhibit redacted in its entirety.

EXHIBIT A-2

SUBSTATION EASEMENTS

This Exhibit redacted in its entirety.

EXHIBIT A-3

O&M PROPERTY

This Exhibit redacted in its entirety.

EXHIBIT A-4

COLLECTION FACILITIES EASEMENTS

This Exhibit redacted in its entirety.

EXHIBIT B-1

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT

Please See Attached.

PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT

THIS PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT (this "Partial Assignment") is effective as of _____, 2010 (the "Effective Date"), between _____ ("Grantor"), of _____, and _____ ("Grantee"), of _____. Grantor and Grantee are sometimes referred to in this Partial Assignment as a "Party" and collectively as the "Parties".

WHEREAS, Grantor is a party to that certain [Grant of Easement] made by and between Grantor and [_____] (the "Landowner"), dated as of [_____] and recorded in the Official Public Records of [Gratiot County/Midland County], Michigan on [_____] as [Document Number _____] [or Liber _____ Page_____] [Gratiot County/Midland County] Records (the "Easement Agreement").

WHEREAS, pursuant to the Easement Agreement, Landowner granted a multi-purpose easement to Grantor upon, over, across and under the real property of Landowner described on "Exhibit A" to the Easement Agreement and which is described on Exhibit A attached hereto and made a part hereof (that real property, the "Easement Property", together with all of Grantor's rights in and to the Easement Property pursuant to the Easement Agreement, the "Easement").

WHEREAS, pursuant to the terms and provisions of the Easement Agreement, Landowner granted Grantor the right to, among other things, grant co-easements, separate easements, subeasements, licenses or similar rights (however denominated) to one or more persons; or sell, convey, lease, assign, mortgage, encumber or transfer the Easement, or any or all right or interest in the Easement and the Easement Agreement.

WHEREAS, Grantor is the developer and/or operator of that certain wind energy facility (the "Grantor Project"), and Grantee is the owner of that certain wind energy facility (the "Grantee Project", together with the Grantor Project, the "Projects" and individually, a "Project"), each of which are located in Gratiot County, Michigan.

WHEREAS, Grantor and Grantee are parties to a certain Assignment, Co-Tenancy and Shared Facilities Agreement (the "Co-Tenancy Agreement"), a Short From of which was recorded on _____ as [Document No. _____], [or Liber _____ Page _____] Gratiot County, Michigan Records, and recorded on _____ as [Document No. _____], [or Liber _____ Page _____] Midland County, Michigan Records which agreement, among other things, governs the joint ownership of certain property

and facilities utilized for the operation of the Projects and governs the relationship among the Parties with respect to the Projects.

WHEREAS, on the terms set forth herein, Grantor desires to convey and quit-claim to Grantee, an undivided interest in and to the Easement (the "Transferred Interest") retaining, for itself, an undivided interest in and to the Easement (the "Retained Interest") as if the Grantor and Grantee were tenants in common of the Easement.

WHEREAS, on the terms set forth herein, Grantor desires to assign to Grantee, and Grantee desires to assume all of the rights and obligations of "Grantee" in and to the Easement Agreement with respect to the Transferred Interest.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration as set forth in a Real Estate Transfer Valuation Affidavit of even date, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto agree as follows:

1. Conveyance of Easement by Grantor. Grantor hereby conveys and quitclaims to Grantee the Transferred Interest, retaining for itself the Retained Interest, subject in each case to the terms, covenants and conditions contained in the Co-Tenancy Agreement which, among other things, governs the joint rights to and use of the Easement and the relationship among Grantor, Grantee and such other parties with respect to the interest in the Easement conveyed hereby. This conveyance is made without covenant, representation or warranty, express or implied by Grantor, except for those covenants, representations and warranties made in the Co-Tenancy Agreement and such conveyance is subject to Section 5.3 of the Co-Tenancy Agreement.

2. Partial Assignment of Easement Agreement. Grantor hereby assigns to Grantee an undivided right, obligation and interest, in common with Grantor, in all rights and obligations of Grantor in and to the Easement Agreement with respect to the Transferred Interest; but retaining for Grantor itself an undivided right, obligation and interest in all rights and obligations of Grantor in and to the Easement Agreement with respect to the Retained Interest, subject in each case to the terms, covenants and conditions contained in the Co-Tenancy Agreement. This conveyance is made without covenant, representation or warranty, express or implied by Grantor, except for those covenants, representations and warranties made in the Co-Tenancy Agreement and such conveyance is subject to Section 5.3 of the Co-Tenancy Agreement.

3. Assumption of Easement and Easement Agreement by Grantee. Grantee hereby accepts the foregoing conveyance and assignment and assumes and agrees to perform the obligations of Grantee under the terms of the Easement Agreement, subject to and in accordance with the Co-Tenancy Agreement.

4. Assignment. Each Party shall have the right to sell, convey, lease, assign, mortgage, encumber or transfer their respective rights hereunder in accordance with the terms and conditions set forth in the Easement Agreement and the Co-Tenancy Agreement. Any other assignment without the other Party's consent shall be void *ab initio*. References in this Partial

Assignment to either Party or to Landowner shall be deemed to refer to any permitted successors or assignees.

5. Co-Tenancy Agreement. This Partial Assignment is subject to the terms and conditions of the Co-Tenancy Agreement. In the event of a conflict between this Partial Assignment and the Co-Tenancy Agreement, the Co-Tenancy Agreement shall control. Each Party shall provide the other with a copy of any notices from, or other correspondence with, Landowner regarding the Easement. Each Party shall reasonably cooperate with the other regarding any proposed modification to the Easement Agreement.

6. Miscellaneous.

6.1. Notices. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise provided) and shall be served personally or by reputable express courier service or by facsimile transmission addressed to the relevant Party at the address stated below or at any other address notified by that Party to the other as its address for service. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served two (2) working days after the same shall have been delivered to the relevant courier. As proof of such service it shall be sufficient to produce a receipt showing personal service or the receipt of a reputable courier company showing the correct address of the addressee.

The Parties' addresses for service are as follows, although each Party may change its address for service by written notice to the other Parties given as provided in this Section 6.1:

If to Grantor:

If to Grantee:

6.2. Governing Law. This Partial Assignment shall be governed by and interpreted in accordance with the laws of the State of Michigan. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Partial Assignment, they agree that such dispute shall be resolved in the manner provided in the Co-Tenancy Agreement. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Partial Assignment and is hereby waived.

6.3. No Partnership; Analogous to Tenant-in-Common Status. The relationship of the Parties under this Partial Assignment is as holders of common undivided interests, analogous to that of tenants-in-common in a fee simple. Nothing in this Partial Assignment shall be deemed to constitute any Party a partner of, or joint venturer with, any other Party. The employees, agents, and subcontractors of the Parties, in performing the obligations of each respective Party under this Partial Assignment, shall not be deemed to be the agents or employees or subcontractors of any other Party. Each Party acknowledges that while the Parties

hold undivided interests in the Easement, and as such, all Parties would be entitled to control the Easement and its use, each Party's right to occupy and use the Easement Property is governed by and subject to the Co-Tenancy Agreement.

6.4. Partial Invalidity. Should any portion of this Partial Assignment be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Partial Assignment and shall not affect the remainder hereof; and the Parties shall negotiate in good faith to replace such invalid and unenforceable provision.

6.5. Agreement in Counterparts. This Partial Assignment may be executed in multiple counterparts, each and all of which shall be deemed an original agreement, and all of which shall constitute one agreement to be effective as of the Effective Date. For purposes of recording this Partial Assignment, the signature page and the acknowledgement pages pertaining thereto may be detached from a counterpart, when executed, and attached to another counterpart, which other counterpart may thereafter be recorded as this Partial Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee, acting through their duly authorized representatives, have executed this Partial Assignment with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Partial Assignment.

"Grantor"	"Grantee"
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____ , a _____who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

PREPARED BY:
Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue NW, Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
One South Wacker Drive
Suite1900
Chicago, IL 60606

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT PROPERTY

EXHIBIT B-2

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

QUIT CLAIM DEED

Please See Attached.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUIT CLAIM DEED

FOR TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid, _____, a _____ ("Grantor") of _____, hereby conveys and quitclaims to _____ ("Grantee"), of _____, an undivided tenant-in-common interest in and to whatever right, title and interest Grantor has in and to the real property described in Exhibit A (the "Premises") attached hereto and made a part hereof, retaining for itself, an undivided tenant-in-common interest in and to such real property.

THIS CONVEYANCE IS MADE "AS IS", "WITH ALL FAULTS" AND WITHOUT WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES REGARDING THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR ENCUMBRANCE AND ANY WARRANTIES ARISING BY COMMON LAW, EXCEPT FOR THOSE WARRANTIES MADE BY GRANTOR UNDER THE CO-TENANCY AGREEMENT AND IS SUBJECT TO SECTION 5.3 OF THE CO-TENANCY AGREEMENT.

This conveyance is made subject to and upon all of the terms, covenants and conditions of that certain Assignment, Co-Tenancy and Shared Facilities Agreement (the "Co-Tenancy Agreement"), dated as of _____ __, 2010, by and among Grantor, Grantee and certain other parties, a Short Form Agreement of which was recorded on _____ as [Document No. _____] or [Liber _____ Page _____] Gratiot County, Michigan Records, and recorded on _____ as [Document No. _____], [or Liber _____ Page _____] Midland County, Michigan Records which Co-Tenancy Agreement, among other things, governs the joint ownership of the real property conveyed hereby and governs the relationship among Grantor, Grantee and such other parties with respect to the real property conveyed hereby. In the event of a conflict between this Deed and the Co-Tenancy Agreement, the Co-Tenancy Agreement shall control.

for the sum of [See Real Estate Transfer Valuation Affidavit], receipt of which is acknowledged.

The Grantor grants to Grantee the right to make zero (0) division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or farm operations. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[Exempt from County Real Estate Transfer Tax by virtue of MCL 207.505(o). Exempt from State Real Estate Transfer Tax by virtue of MCL 207.526(q).]

IN WITNESS WHEREOF, Grantor has signed these presents this ____ day of _____, 2010.

By:_____
Name:_____
Title:_____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

Prepared by:
Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue NW
Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

After recordation, return to:
Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
1 South Wacker Drive, Suite 1900
Chicago, IL 60602

EXHIBIT A

Description of Real Property

EXHIBIT B-3

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

BILL OF SALE – SHARED FACILITIES

Please See Attached.

BILL OF SALE – SHARED FACILITIES

THIS BILL OF SALE – SHARED FACILITIES (this "Bill of Sale") is effective as of _____, 2010 (the "Effective Date"), between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee"). Assignor and Assignee are sometimes referred to in this Bill of Sale as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the developer and/or operator of that certain wind energy facility (the "_____ Project"), and Assignee is the owner of that certain wind energy facility (the "_____ Project", together with the _____ Project, the "Projects" and individually, a "Project"), each of which are located in Gratiot County, Michigan.

WHEREAS, Assignor and Assignee are parties to a certain Assignment, Co-Tenancy and Shared Facilities Agreement dated as of ____, 2010 by and among Assignor, Assignee and certain other parties (the "Co-Tenancy Agreement") which agreement, among other things, governs the joint ownership of certain property and facilities utilized for the operation of the Projects and governs the relationship among the Parties with respect to the Projects.

WHEREAS, on the terms set forth herein, Assignor desires to convey and quit-claim to Assignee, an undivided tenants-in-common interest in and to the Shared Facilities (the "Transferred TIC Interest"), retaining, for itself, an undivided tenants-in-common interest in and to the Shared Facilities (the "Retained TIC Interest").

NOW THEREFORE, in consideration of the foregoing recitals and the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto agree as follows:

7. Shared Facilities. The term "Shared Facilities" as used herein shall have the same meaning as defined in the Co-Tenancy Agreement and as allocated to Assignor on "Exhibit D" to the Co-Tenancy Agreement, as amended from time to time. The Co-Tenancy Agreement, including, without limitation "Exhibit D" thereto, as amended from time to time, is incorporated herein by reference.

8. Conveyance of Shared Facilities by Assignor. Assignor hereby conveys and quitclaims to Assignee the Transferred TIC Interest, retaining, for itself, the Retained TIC Interest, subject in each case to the terms, covenants and conditions contained in the Co-Tenancy Agreement. This conveyance is made **THIS CONVEYANCE IS MADE "AS IS", "WITH ALL FAULTS" AND WITHOUT WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES REGARDING THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR ENCUMBRANCE AND ANY WARRANTIES ARISING BY COMMON LAW, EXCEPT FOR THOSE WARRANTIES MADE BY GRANTOR UNDER THE CO-TENANCY AGREEMENT AND IS SUBJECT TO SECTION 5.3 OF**

THE CO-TENANCY AGREEMENT. Any subsequent modifications to the Shared Facilities or Assignor's tenants-in-common interest thereof shall operate as a modification to this Bill of Sale without further action with respect to this Bill of Sale by either of the Parties.

9. Conflicts with Co-Tenancy Agreement. This Bill of Sale is subject to the terms and conditions of the Co-Tenancy Agreement. In the event of a conflict between this Bill of Sale and the Co-Tenancy Agreement, the Co-Tenancy Agreement shall control.

10. Miscellaneous.

10.1. Notices. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise provided) and shall be served personally or by reputable express courier service or by facsimile transmission addressed to the relevant Party at the address stated below or at any other address notified by that Party to the other as its address for service. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served two (2) working days after the same shall have been delivered to the relevant courier. As proof of such service it shall be sufficient to produce a receipt showing personal service or the receipt of a reputable courier company showing the correct address of the addressee.

The Parties' addresses for service are as follows, although each Party may change its address for service by written notice to the other Parties given as provided in this Section 4.1:

If to Assignor: If to Assignee:

10.2. Entire Agreement. Except as otherwise stated herein, this Bill of Sale and the Co-Tenancy Agreement constitute the entire agreement between Assignor and Assignee respecting its subject matter. Except as otherwise stated herein, any agreement, understanding or representation respecting the Shared Facilities, or any other matter referenced herein not expressly set forth in this Bill of Sale, the Co-Tenancy Agreement or a subsequent writing signed by both parties is null and void. Except as otherwise provided herein, this Bill of Sale shall not be modified or amended except in a writing signed by both parties and no purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall otherwise be binding on either Party.

10.3. Governing Law. This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Michigan. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Bill of Sale, they agree that such dispute shall be resolved in the manner provided in the Co-Tenancy Agreement. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Bill of Sale and is hereby waived.

10.4. No Partnership or Joint Venture. Nothing contained in this Bill of Sale shall be deemed to constitute any Party a partner of, or joint venturer with, any other party.

10.5. Partial Invalidity. Should any portion of this Partial Assignment be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Partial Assignment and shall not affect the remainder hereof; and the Parties shall negotiate in good faith to replace such invalid and unenforceable provision

10.6. Agreement in Counterparts. This Partial Assignment may be executed in multiple counterparts, each and all of which shall be deemed an original agreement, and all of which shall constitute one agreement to be effective as of the Effective Date. For purposes of recording this Partial Assignment, the signature page and the acknowledgement pages pertaining thereto may be detached from a counterpart, when executed, and attached to another counterpart, which other counterpart may thereafter be recorded as this Partial Assignment..

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee, acting through their duly authorized representatives, have executed this Bill of Sale with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Bill of Sale.

"Assignor"	"Assignee"
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

EXHIBIT B-4

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

PARTIAL ASSIGNMENT OF COLLECTION FACILITIES EASEMENT

Please See Attached.

PARTIAL ASSIGNMENT OF
COLLECTION FACILITIES EASEMENT

THIS PARTIAL ASSIGNMENT OF COLLECTION FACILITIES EASEMENT (this "Partial Assignment") is effective as of _____, 2010 (the "Effective Date"), between _____, _____ ("Grantor") of One Wacker Drive, Suite 1900, Chicago, Illinois 60606, and _____, a _____ ("Grantee") of . Grantor and Grantee are sometimes referred to in this Partial Assignment as a "Party" and collectively as the "Parties".

WHEREAS, Grantor is a party to that certain Grant of Easements made by and between Grantor and [_____] (the "Landowner"), dated as of [_____] and recorded as [Document Number _____] [or Liber _____, Page _____], [Gratiot County/Midland County], Michigan Records (the "Grant of Easements"), which Grant of Easements memorialized that certain Option and Easement Agreement by and between Grantor and the Landowner, made, dated and effective as of [_____] (that agreement, the "Agreement Regarding Easements").

WHEREAS, pursuant to the Grant of Easements and Agreement Regarding Easements Landowner granted an easement to Grantor upon, over, across and under the real property of Landowner described on Exhibit A to the Agreement Regarding Easements (that real property, the "Grantor Easement Property") for, among other things, the purposes described in Section 3 of the Agreement Regarding Easements, including, but not limited to, an easement for the construction, laying down, installation, use, replacement, relocation, removal, operation and maintenance of underground electric collection facilities including electronic transmission and distribution lines, communication lines, interconnection and switching stations on, under, over and across designated portions of the Grantor Easement Property (the "Collection Facilities Easement", together with all of Grantor's rights in and to the Grantor Easement Property, the "Grantor Easement").

WHEREAS, pursuant to the terms and conditions of Section 3 of the Agreement Regarding Easements, Landowner granted Grantor the right to assign or convey all or any portion of the Collection Facilities Easement to any person on an exclusive or nonexclusive basis.

WHEREAS, Grantor is the developer and/or operator of that certain wind energy facility (the "Grantor Project"), and Grantee is the developer and/or operator of that certain wind energy facility (the "Grantee Project", together with the Grantor Project, the "Projects" and individually, a "Project"), each of which are located in Gratiot County, Michigan.

WHEREAS, Grantor and Grantee are parties to a certain Assignment, Co-Tenancy and Shared Facilities Agreement (the "Co-Tenancy Agreement"), a Short Form Agreement of which was recorded on _____ as [Document No. _____] [or Liber _____, Page _____] Gratiot County, Michigan Records, and recorded on _____ as [Document No. _____], [or Liber _____ Page _____] Midland County, Michigan Records, which agreement, among other things, governs the joint ownership of certain property and facilities utilized for the operation of the Projects and governs the relationship among the Parties with respect to the Projects.

WHEREAS, on the terms set forth herein, Grantor desires to assign to Grantee, and Grantee desires to accept a portion of the Collection Facilities Easement and certain rights related thereto for use with the Grantee Project.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged (See Real Estate Transfer Valuation Affidavit), the Parties hereto agree as follows:

1. Assignment of Easement and Easement Agreements by Grantor. Grantor hereby assigns, transfers and conveys to Grantee its right, title and interest in a portion of the Collection Facilities Easement upon, over, across and under the real property more particularly described in Exhibit A attached hereto and made a part hereof (the "Grantee Collection Facilities Easement Property") and all rights and obligations under the Agreement Regarding Easements and the Grant of Easements with respect to the Grantee Collection Facilities Easement (defined below), solely and exclusively for the placement, operation, maintenance, repair and replacement of electrical and communication cables and related equipment, and for access to and from the same, including, but not limited to, the construction, laying down, installation, use, replacement, relocation, removal, operation and maintenance of underground electric collection facilities including electronic transmission and distribution lines, communication lines, interconnection and switching stations, together with the right to access such improvements (the "Grantee Collection Facilities Easement"), subject, in each case, to the terms, covenants and conditions contained in the Co-Tenancy Agreement. All collection facilities, equipment, cables, electronic transmission and distribution lines, communication lines, interconnection and switching stations installed by or for the benefit of Grantee on the Grantee Collection Facilities Easement Property shall be referred to herein as the "Grantee Collection Facilities"). This assignment is made without covenant, representation or warranty, express or implied by Grantor, except for those covenants, representations and warranties made in the Co-Tenancy Agreement and such conveyance is subject to Section 5.3 of the Co-Tenancy Agreement.

2. Assumption of Easement and Easement Agreements by Grantee. Grantee hereby accepts the foregoing conveyance and assignment and assumes and agrees to perform the obligations under the terms of the Agreement Regarding Easements and the Grant of Easements with respect to the Grantee Collection Facilities Easement, subject to and in accordance with the Co-Tenancy Agreement.

3. Retention of Easement by Grantor. Grantor hereby reserves and retains, subject to the terms, covenants and conditions contained in the Co-Tenancy Agreement, the Collection Facilities Easement on the rest of the Grantor Easement Property (the "Grantor Collection Facilities Easement Property") for the purposes described in the Grantor Easement (the "Grantor Collection Facilities Easement"), and this Partial Assignment shall not in any way affect or impair any rights and easements granted to Grantor in, to and upon any part of the Grantor Easement Property not expressly assigned to Grantee hereunder. Except for the Grantee Collection Facilities, all collection facilities, equipment, cables, electronic transmission and distribution lines, communication lines, interconnection and switching stations installed by Grantor on the Grantor Easement Property and not transferred to Grantee hereunder or pursuant to the Co-Tenancy Agreement shall be referred to herein as the "Grantor Collection Facilities." [***The following additional language may be included where appropriate***: Grantor hereby further reserves and retains the right to maintain, access, repair, replace and utilize all "Windpower Facilities" (as such term is defined in the Agreement Regarding Easements) located within, upon or under the Grantee Collection Facilities Easement Property existing as of the Effective Date ("Grantor Windpower Facilities") and this Partial Assignment shall not in any way affect or impair any rights and easements granted to Grantor in, to and upon the Grantee Collection Facilities Easement Property with respect to Grantor's right to maintain, access, repair, replace and utilize any Grantor Windpower Facilities.]

4. Crossing.

4.1. Grantor grants and conveys to Grantee, subject to the terms, covenants and conditions contained in the Co-Tenancy Agreement, a subeasement over, upon, across and under the Grantor Easement Property to access the Grantee Collection Facilities, as reasonably necessary for the use and operation of the Grantee Project.

4.2. Grantee grants and conveys to Grantor, subject to the terms, covenants and conditions contained in the Co-Tenancy Agreement, a subeasement over, upon, across and under the Grantee Collection Facilities Easement Property to access the Grantor Collection Facilities [***The following additional language may be included where appropriate***: and Grantor Windpower Facilities], as reasonably necessary for the use and operation of the Grantor Project.

4.3. The foregoing grants and conveyances are made without recourse to, and without covenant or warranty, express or implied by, the granting party in any case or event, or for any purpose whatsoever.

5. Assignment. Each Party shall have the right to sell, convey, lease, assign, mortgage, encumber or transfer their respective rights hereunder in accordance with the terms and conditions set forth in the Agreement Regarding Easements and the Co-Tenancy Agreement. Any other assignment without the other Party's consent shall be void *ab initio*. References in

this Partial Assignment to either Party or to Landowner shall be deemed to refer to any permitted successors or assignees.

6. Co-Tenancy Agreement. This Partial Assignment is subject to the terms and conditions of the Co-Tenancy Agreement. In the event of a conflict between this Partial Assignment and the Co-Tenancy Agreement, the Co-Tenancy Agreement shall control. Each Party shall provide the other with a copy of any notices from, or other correspondence with, Landowner regarding the Collection Facilities Easement. Each Party shall reasonably cooperate with the other regarding any proposed modification to the Collection Facilities Easement.

7. Miscellaneous.

7.1. Notices. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise provided) and shall be served personally or by reputable express courier service or by facsimile transmission addressed to the relevant Party at the address stated below or at any other address notified by that Party to the other as its address for service. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served two (2) working days after the same shall have been delivered to the relevant courier. As proof of such service it shall be sufficient to produce a receipt showing personal service or the receipt of a reputable courier company showing the correct address of the addressee.

The Parties' addresses for service are as follows, although each Party may change its address for service by written notice to the other Parties given as provided in this Section 7.1:

If to Grantor: _____
_____
_____
_____
_____

If to Grantee: _____
_____
_____
_____
_____

7.2. Governing Law. This Partial Assignment shall be governed by and interpreted in accordance with the laws of the State of Michigan. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Partial Assignment, they agree that such dispute shall be resolved in the manner provided in the Co-Tenancy Agreement. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Partial Assignment and is hereby waived.

7.3. No Partnership or Joint Venture. Nothing contained in this Partial Assignment shall be deemed to constitute any Party a partner of, or joint venturer with, any other party.

7.4. Partial Invalidity. Should any portion of this Partial Assignment be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Partial Assignment and shall not affect the remainder hereof; and the Parties shall negotiate in good faith to replace such invalid and unenforceable provision.

7.5. Agreement in Counterparts. This Partial Assignment may be executed in multiple counterparts, each and all of which shall be deemed an original agreement, and all of which shall constitute one agreement to be effective as of the Effective Date. For purposes of recording this Partial Assignment, the signature page and the acknowledgement pages pertaining thereto may be detached from a counterpart, when executed, and attached to another counterpart, which other counterpart may thereafter be recorded as this Partial Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee, acting through their duly authorized representatives, have executed this Partial Assignment with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Partial Assignment.

"Grantor"	"Grantee"
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

PREPARED BY:

Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue, NW
Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
One South Wacker Drive
Suite 1900
Chicago, IL 60606

EXHIBIT A

LEGAL DESCRIPTION FOR
GRANTEE COLLECTION FACILITIES EASEMENT PROPERTY

EXHIBIT C

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

MAINTENANCE RESPONSIBILITIES

Shared Premises Maintenance:

General:

- General inspection of any and all gates, cattle guards, culverts, security systems, and lighting installed in connection with the development of the Gratiot I Project, Gratiot II Project and/or DECo Project, as well as, any fencing erected to enclose any Shared Premises and Facilities
- Maintain access roads by dragging or grader
- Dressing of roads
- Weed abatement and vegetation control
- Brush control and clear and maintenance of transmission rights of way
- Snow removal, as needed
- Erosion control, including culverts, as needed

Environmental:

- Proper disposal of any waste that is or becomes regulated by any federal, state or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including, without limitation hazardous waste as that term is defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq., arising from Shared Premises and Facilities and maintenance activities and completion of all required manifests and logs
- Compliance with permitting
- Storage of material in compliance with all regulations

Shared Facilities Maintenance:

- Periodic pole line inspections
- Torquing of electrical connections and structures
- Coordinate with other Co-Tenants for events or conditions that would affect the Projects
- Periodic testing of protective relays
- Maintenance of O&M Facilities and control house
- Periodic thermal imaging
- Adherence to manufacturer's recommended periodic maintenance for Shared Facilities

Other:

- Reporting
- Billing

EXHIBIT D

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

DESCRIPTION OF SHARED FACILITIES

Shared Facilities to be *used by all Projects*:

a) 5 miles of transmission line, including poles, conductors, insulators, and pull off assemblies utilized for the 138 kV connection to the interconnection switchyard, with termination up to but not including the first a-frame structure within the interconnection switchyard;
b) Relaying and automation systems specific to the 138kV transmission line;
c) Overhead 138 kV bus work including steel structures and foundations in collection substation from termination of the transmission line conductors to the line side of the 138 kV, 2000 amp switch on Transformer #1, including bus work to the line side of the 138 kV 2000 amp switch on Transformer #2;
d) The 138kV line manual disconnect switches break group and the 138kV bus CCVT's;
e) Access and use of certain shared equipment and portions of the control house located in the collection substation including the control house structure, AC & DC panelboards, batteries, and battery charger;
f) Primary and redundant fiber optic lines and communications equipment for the transmittal of metering and operational data from the collection substation to the interconnection switchyard;
g) Telephone line in control house for verbal communication and emergency purpose;
h) Access roads to the collection substation;
i) Substation common items such as perimeter fence with gates, static masts with shield wires, grounding grid, substation lighting, and 120/240 alternate station power from a local distribution;
j) GE Wind Farm Management System for turbines;
k) Fiber optic communication line that runs between the collection substation and the O&M building; and
l) Station service transformer and fused disconnect switch.

IF GRATIOT I AND GRATIOT II ARE CO-TENANTS

Transformer#2 and Associated Facilities to be *used by Gratiot I Project and Gratiot II Project Only*

a) Transformer #2
b) 138 kV high-side disconnect switch for Transformer #2
c) Common 138 conductor, bus work, insulators, and bus structure located between Transformer #2 and the 138 kV group operated disconnect switch 34.5
d) 138kV 2000A power circuit breaker located on the high side of Transformer #2
e) 34.5 kV low-side disconnect switch for Transformer #2
f) Protection relays and associated wiring for Transformer #2 and Bus#2
g) Revenue metering installation including sets of revenue current transformers on Transformer #2 High Side with associated revenue meters installed in control building.

h) Three 138 kV surge arrestors mounted on high side of Transformer #2
i) Three 34.5 kV surge arrestors mounted on low side of Transformer #2
j) Three 34.5 kV Bus voltage transformers
k) Common 34.5 kV conductors, bus work, insulators, and bus/collection system structure.
l) Control and relaying equipment in the Control House related to Transformer #2

EXHIBIT E

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

SHORT FORM OF ASSIGNMENT, CO-TENANCY, AND SHARED FACILITIES AGREEMENT

Please See Attached.

SHORT FORM OF ASSIGNMENT, CO-TENANCY, AND SHARED FACILITIES AGREEMENT

This SHORT FORM OF ASSIGNMENT, CO-TENANCY, AND SHARED FACILITIES AGREEMENT (this "Short Form Agreement") is made as of the ____ day of _____, 20__, by and among GRATIOT COUNTY WIND LLC, a Delaware limited liability company ("Gratiot County Wind I") of One Wacker Drive, Suite 1900, Chicago, Illinois 60606, GRATIOT COUNTY WIND II LLC, a Delaware limited liability company ("Gratiot County Wind II") of One Wacker Drive, Suite 1900, Chicago, Illinois 60606, INVENERGY WIND DEVELOPMENT MICHIGAN LLC, a Delaware limited liability company ("IWDM") of One Wacker Drive, Suite 1900, Chicago, Illinois 60606, and THE DETROIT EDISON COMPANY, a Michigan corporation ("DECO"), of One Energy Plaza, Detroit, Michigan 48226 (Gratiot County Wind I, Gratiot County Wind II, IWDM and DECO, collectively, "Co-Tenants"), and INVENERGY SERVICES LLC, a Delaware limited liability company ("Co-Tenancy Manager"), of One Wacker Drive, Suite 1900, Chicago, Illinois 60606, which parties hereby agree as follows:

1. Co-Tenants and Co-Tenancy Manager have entered into that certain Assignment, Co-Tenancy, and Shared Facilities Agreement, dated as of _____ ____, 20__(the "Agreement") which is incorporated here by reference (capitalized terms used in this Short Form Agreement but not otherwise defined herein shall have the meanings set forth in the Agreement).

2. The Co-Tenants, being the holders and owners of certain Transmission Easements, Substation Easements, Collection Facilities Easements, and O&M Property (as each is more fully described in Exhibit 1 attached hereto and incorporated herein by this reference, collectively the "Premises"), agree to assign to the other Co-Tenants, and the Co-Tenants agree to accept and assume from such assigning Co-Tenant, certain interests in the Premises and the Shared Facilities in accordance with the terms and conditions contained in the Agreement.

3. Co-Tenants engage Co-Tenancy Manager to operate and maintain the Premises and the Shared Facilities, in accordance with the terms and conditions contained in the Agreement.

4. The term of the Agreement commences on the Contract Date of the Agreement with respect to all parties except DECo, the rights and obligations of which do not

commence under the Agreement (and DECo does not become a Co-Tenant thereunder) until the DECo Commencement Date and continues until the earlier to occur of (i) a single Co-Tenant or Secured Party becoming the owner of the entire ownership interest in all of the Easements and the Shared Premises and Facilities or (ii) the mutual agreement of all the Co-Tenants with the consent of the then existing Secured Parties, each in accordance with the terms and conditions contained in the Agreement.

5. In the event of any conflict between the terms of this Short Form Agreement and the Agreement, the terms of the Agreement shall prevail.

6. The Short Form Agreement may be executed in counterparts, all counterparts together shall be construed as one document.

7. The covenants of the Co-Tenants made in the Agreement shall be deemed to be covenants running with and binding upon the land pursuant to applicable law for the duration of the Term.

8. This instrument has been executed and will be recorded for the purpose of establishing public record notice of the assignment and assumption of certain rights and interests in the Shared Premises and Facilities and Collection Facilities Easements.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Co-Tenants and Co-Tenancy Manager have executed this Short Form Agreement as of the day and year first above written.

"Gratiot County Wind"

Gratiot County Wind LLC

By:_____

Name:_____

Title:_____

"DECO"

The Detroit Edison Company

By:_____

Name:_____

Title:_____

"Gratiot County Wind"

Gratiot County Wind II LLC

By:_____

Name:_____

Title:_____

"IWDM"

Invenergy Wind Development Michigan LLC

By:_____

Name:_____

Title:_____

"Co-Tenancy Manager"

Invenergy Services LLC

By:_____

Name:_____

Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Gratiot County Wind LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Gratiot County Wind II LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Invenergy Wind Development Michigan LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **The Detroit Edison Company**, a Michigan corporation, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Invenergy Services LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

PREPARED BY:

Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue, NW
Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
One South Wacker Drive
Suite 1900
Chicago, IL 60606

EXHIBIT 1

TRANSMISSION EASEMENTS, SUBSTATION EASEMENTS, COLLECTION FACILITIES EASEMENTS, O& M PROPERTY

This Exhibit redacted in its entirety.

EXHIBIT F

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

NET REVENUE LOSSES CALCULATION METHODOLOGY

Net Revenue Loss payments ("NRL Payments") during any period of time for which they are required hereunder (the "NRL Period") shall equal the sum of (a) the product of (i) the MWh of electricity that would have been produced based on the actual wind measurements during the NRL Period, and (ii) the price such electricity would have been sold by the Co-Tenant receiving such NRL Payment under such Co-Tenant's power purchase agreement had the electricity been produced, or if such Co-Tenant has no power purchase agreement, then at the Commodity Reference Price for electricity during such NRL Period, (b) if the Co-Tenant is eligible to receive the federal production tax credits ("PTCs") pursuant to 26 U.S.C. §45, the dollar value for the PTCs that would have been payable to the Co-Tenant receiving such NRL Payments during the NRL Period, grossed up on an after-tax basis assuming a 35% federal income tax rate (and no state, local, foreign or other income taxes), (c) if the Co-Tenant is eligible to receive renewable energy credits, including those granted pursuant to Sections 39 and 41 of the Clean, Renewable and Efficient Energy Act that represents generated renewable energy, including without limitation credits granted under sections 39(2)(b)-(e), as applicable, of the Clean, Renewable and Efficient Energy Act ("RECs"), the dollar value for the RECs that would have been payable to the Co-Tenant receiving such NRL Payments based on the average price per MWh of RECs of two valid seller price quotes for lots of not less than 5,000 MWhs of comparable RECs from nationally recognized REC brokers; provided such Co-Tenant is not otherwise compensated for RECs as part of subsection (a) above, and (d) any penalties assessed against such Co-Tenant for failing to produce electricity such Co-Tenant was contractually obligated to produce. The term "Commodity Reference Price" means the average of the day-ahead MISO locational marginal price at MISO's Commercial Pricing Node (CPN) for the Projects which will be established upon interconnection of the Projects during the NRL Period or any successor MISO pricing market that reports prices applicable during the NRL Period at the affected Party's commercial pricing node for all hours during such NRL Period.

EXHIBIT N-1
Build-Transfer Contract

TAX ADVICE LETTER

This Exhibit redacted in its entirety.

Exhibit N-2
Build-Transfer Contract

SALES AND USE TAX

The following lists provide the expected designation of equipment and plant systems as either generation or distribution for purposes of applying the current Department of Revenue Industrial Manufacturing Equipment Exemption.

Generation

The Wind Turbine Generator, together with the tangible personal property, that may be separately purchased, which are component parts of the Wind Turbine Generation. This typically includes such items as a turbine nacelle, blades, a tower, and their component parts. This would include the underground concrete foundation base as it is the foundation for the Wind Turbine Generator.

Distribution

The buried three-phase copper or aluminum cables, which "daisy-chain" the turbines together to create circuits which connect to the substation.

The pad mounted transformers located at the base of every wind turbine exist to more effectively facilitate the movement of the electricity to the substation.

Power monitoring devices and control equipment, including the small control building to house the equipment and the system transformer which transforms the voltage from 34.5kV to 138.kV.

Execution Version

ASSIGNMENT, CO-TENANCY, AND SHARED FACILITIES AGREEMENT

BY AND AMONG

GRATIOT COUNTY WIND LLC,
a Delaware limited liability company

GRATIOT COUNTY WIND II LLC,
a Delaware limited liability company

INVENERGY WIND DEVELOPMENT MICHIGAN LLC,
a Delaware limited liability company

THE DETROIT EDISON COMPANY,
a Michigan corporation

AND

INVENERGY SERVICES LLC
a Delaware limited liability company.

December 22, 2010

TABLE OF CONTENTS

ASSIGNMENT, CO-TENANCY, AND SHARED FACILITIES AGREEMENT

This Assignment, Co-Tenancy, and Shared Facilities Agreement is made and entered into by and among GRATIOT COUNTY WIND LLC, a Delaware limited company ("Gratiot I"), Invenergy Wind Development Michigan LLC, a Delaware limited liability company ("IWDM"), GRATIOT COUNTY WIND II LLC, a Delaware limited liability company ("Gratiot II"), THE DETROIT EDISON COMPANY, a Michigan corporation ("DECo", collectively with Gratiot I, IWDM and Gratiot II, the "Parties" and each individually, a "Party"), and INVENERGY SERVICES LLC, a Delaware limited liability company (the "Co-Tenancy Manager"), dated as of December 22, 2010 (the "Contract Date"). Certain capitalized terms used in this Agreement are given defined meanings in Appendix A attached hereto.

R E C I T A L S:

A. Gratiot I owns and operates or will be the owner and operator of a wind power project (the "Gratiot I Project"), consisting of up to 125 Turbines with up to 200 megawatts ("MW") of design capacity ("Gratiot I Permitted Capacity"), located in Gratiot County, Michigan, which Gratiot I Permitted Capacity is subject to reduction as set forth in Section 6.1(a).

B. DECo has the option to purchase from Gratiot I or its affiliate, IWDM, and become the owner and operator of a wind power project (the "DECo Project") consisting of 37 or 56 Turbines with a permitted design capacity of 59.2 or 89.6 MW of the Gratiot I Project (the "DECo Permitted Capacity"). The DECo Permitted Capacity shall be equal to those MW of design capacity actually purchased by DECo. In the process of the transfer of the Shared Facilities and Easements (as defined below) to DECo, IWDM will have a temporary ownership of Shared Facilities and Easements that is to last only as long as necessary to transfer ownership promptly thereafter to DECo and therefore shall be subject to the rights, obligations, covenants, agreements and indemnities set forth in this Agreement to the same extent as Gratiot I.

C. Gratiot II may, in the future, purchase from Gratiot I and become the owner and operator of a wind power project (the "Gratiot II Project"), consisting of up to 12 Turbines with up to approximately 19.2 MW design capacity of the Gratiot I Project ("Gratiot II Permitted Capacity"). The Gratiot II Permitted Capacity shall be equal to those MW of design capacity actually purchased by Gratiot II.

D. The Gratiot I Project, the DECo Project, and the Gratiot II Project, are herein sometimes referred to individually as a "Project" or collectively as the "Projects". The Gratiot II Project and the DECo Project are sometimes referred to individually or collectively as "Subsequent Projects".

E. Gratiot I has obtained certain multi-purpose easements which include the right of Gratiot I to (i) construct and maintain transmission facilities pursuant to the easements described in Exhibit A-1 (the "Transmission Easements"), (ii) the right to construct and maintain a substation, storage yard, building for operational controls, septic tanks and related infrastructure pursuant to the easements described on Exhibit A-2 attached hereto ("Substation Easements") (the Transmission Easements and Substation Easements, as the same may be amended or modified from time to time, the "Shared Premises Easements").

F. Gratiot I has or will obtain fee simple ownership of certain real property described on Exhibit A-3 attached hereto (the "O&M Property", collectively with the Shared Premises Easements, the "Shared Premises") upon which it intends to construct an operations and maintenance building, parking area, shop, and storage area (the "O&M Facilities").

G. Gratiot I will be procuring, installing, and constructing certain electrical and communications facilities all as described on Exhibit D attached hereto for the transmission, monitoring, operation, and transformation of electricity and for communications along and within the Shared Premises prior to any of the Projects achieving their respective Commercial Operation Date and the facilities described on Exhibit D will be the facilities shared by the Co-Tenants under this Agreement (the "Shared Facilities").

H. Gratiot I agrees to assign to the owner of each Project, on the terms and conditions set forth herein, (i) an undivided interest in the Shared Premises Easements, (ii) an undivided tenants-in-common interest in the O&M Property, and (iii) an undivided tenants-in-common interest in the Shared Facilities, all as specified to be conveyed to such Parties on Exhibits A-1, A-2, A-3 and D.

I. Gratiot I has obtained certain multi-purpose easements which include the right of Gratiot I to construct and maintain collection facilities for monitoring the Projects and connecting the Projects to the Shared Facilities pursuant to such easements (the "Collection Facilities Easements").

J. Gratiot I agrees to assign to the owner of each Project, on the terms and conditions set forth herein, a separate interest in certain Collection Facilities Easements necessary for such owner's Project, all as specified to be conveyed to such Parties on Exhibit A-4 (the "Separate Collections Facilities Easements") (the Shared Premises Easements, the Collection Facilities Easements and the Separate Collections Facilities Easements, as the same may be amended or modified from time to time, the "Easements").

K. The Parties now owning or hereafter acquiring an interest (the "Co-Tenants" and each, a "Co-Tenant" as more particularly defined in Section 1.1(a)) in any of the Shared Premises, the Shared Facilities and the Collection Facilities Easements, excluding the Separate Collection Facilities Easements (collectively, the "Shared Premises and Facilities"), desire to set forth herein the rights and obligations of the Co-Tenants with respect to the Shared Premises and Facilities, and the costs, use and maintenance thereof.

L. The Co-Tenants desire to engage the Co-Tenancy Manager to provide day-to-day, routine operation and maintenance service to the Co-Tenants for the Shared Premises and Facilities and Co-Tenancy Manager desires to provide such services for the Co-Tenants in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties and the Co-Tenancy Manager, the Parties and the Co-Tenancy Manager agree as follows:

ARTICLE 1
SHARED PREMISES

1.1 Partial Cross-Conveyance and Assignment of Interests in Shared Premises.

(a) On or after the Operative Date, any Party seeking to acquire an interest in the Shared Premises (for the purposes of this Agreement, DECo, IWDM and/or Gratiot II is each a "Joining Co-Tenant" until and upon satisfaction of the conditions contained in this Section 1.1(a) and Section 2.1(a), upon which such Party shall become a "Co-Tenant") shall deliver a written notice to Gratiot I and any other Party then with an interest in the Shared Premises (collectively, together with any Parties with an interest in the Shared Premises, sometimes referred to as the "Granting Co-Tenant"), of the Joining Co-Tenant's intention to acquire an Undivided Interest in the Shared Premises specified as part of a Joining Co-Tenant's Project on Exhibits A-1, A-2, and A-3 equal to such Co-Tenant's Pro-Rata Share in and to the particular Shared Premises, determined in accordance with Article 6 below. With respect to any Joining Co-Tenant other than DECo, the Joining Co-Tenant shall promptly pay to the Granting Co-Tenant any amounts due pursuant to Section 6.1(c)(iii) with respect to the Undivided Interests in the Shared Premises to be conveyed. With respect to DECo, DECo shall pay to the Granting Co-Tenant the amount due pursuant to Section 6.1(c)(iv) with respect to its Undivided Interest in the Shared Premises to be conveyed upon the date that is the later to occur of the following: (i) the Operative Date, and (ii) the DECo Project Closing (the later to occur of the foregoing dates, the "DECo Commencement Date"). Subject to obtaining any necessary approval from FERC and/or the MPSC (to the extent any additional approvals are required after the Operative Date) and with respect to DECo, upon the occurrence of the DECo Commencement Date, the Granting Co-Tenant will execute and deliver to such Joining Co-Tenant a (1) Partial Assignment of Easement Agreement in the form attached hereto as Exhibit B-1 (the "Partial Assignment of Easement Agreement") pursuant to which the Granting Co-Tenant will assign to the Joining Co-Tenant an Undivided Interest in and to the particular Shared Premises Easements as referenced above equal to such Joining Co-Tenant's Pro Rata Share in and to such Shared Premises Easements, determined in accordance with Article 6 below, including, but not limited to, (i) the rights of Granting Co-Tenant to connect the Subsequent Projects to the Interconnection Facilities of the Transmitting Utility, including a right to construct electric and communication transmission facilities across the Shared Premises pursuant to the Transmission Easements, and (ii) the right, if any, of the Granting Co-Tenant to construct, improve and maintain a substation, storage yard, building with offices, septic tanks and related infrastructure pursuant to the Substation Easement, (2) a Tenant-in-Common Quit Claim Deed in the form attached hereto as Exhibit B-2 (the "Quit Claim Deed") pursuant to which the Granting Co-Tenant will convey to the Joining Co-Tenant an Undivided Interest in and to the O&M Property, and (3) transfer tax declarations, owner's affidavits, ALTA statements and such other reasonable and customary transfer documents required in connection with the transfer of a real property interest or that will facilitate the Joining Co-Tenant's ability to obtain owners' and lenders' title insurance with respect to the Shared Premises to the extent such documents do not decrease any rights of any party hereunder and do not increase the obligations of any party hereunder, all of which shall be prepared and paid for at the Joining Co-Tenant's expense. Upon closing of any of the conveyances described in Sections 1.1(a) and 2.1(a), the Granting Co-Tenant and the Joining Co-Tenant each shall be thereafter deemed a "Co-Tenant" with respect to such real or personal property that is thereafter subject to co-ownership between or among any of the Parties pursuant to this Agreement, except

that in accordance with Section 7.5 hereof, IWDM shall cease to be a Co-Tenant after it transfers the ownership interest in the Shared Facilities and Easements to DECo.

(b) Each Co-Tenant shall own and hold its Undivided Interest in the Shared Premises, as set forth on Exhibit A-1 A-2, and A-3, jointly and without rights of survivorship, subject to the terms of this Agreement, to the full extent necessary for each Project to operate at its Permitted Capacity. Without limiting the generality of the foregoing, the undivided joint rights of each Co-Tenant shall include: (i) the joint exercise of all rights, interests and obligations under the Shared Premises Easements on, over, under, across and through the respective Shared Premises Easements, and (ii) the joint use of the O&M Property to the full extent necessary for each Project to operate at its Permitted Capacity, subject to the terms of this Agreement. Each Co-Tenant shall have the right to own, hold, and utilize its Undivided Interest in the Shared Premises Easements in accordance with the terms of the Shared Premises Easements and this Agreement. Each Co-Tenant shall have the right to own, hold, and utilize its Undivided Interest in the O&M Property in accordance with the terms of this Agreement.

(c) If, for any reason, the Shared Premises set forth on Exhibits A-1, A-2, and A-3 do not constitute the Transmission Easements, Substation Easements and O&M Property necessary for DECo's Project to operate at the DECo Permitted Capacity, the Granting Co-Tenant agrees that as promptly as practicable it shall grant DECo all additional Shared Premises necessary for DECo to operate the DECo Project at the DECo Permitted Capacity. In no event shall DECo be required to pay any sums in excess of the amount set forth in Section 6.1(c)(iv) for such additional Shared Premises.

1.2 Maintenance of the Shared Premises. Effective as of the date Gratiot I and another Party become Co-Tenants pursuant to this Agreement, the Co-Tenants hereby engage the Co-Tenancy Manager to, and the Co-Tenancy Manager agrees to perform and provide with respect to the Shared Premises professional, supervisory, managerial, administrative and operational responsibilities in accordance with the standards set forth in Section 7.3. The Co-Tenancy Manager's responsibilities include those listed in Exhibit C (the "Shared Premises Maintenance"). The costs and expenses incurred by the Co-Tenancy Manager in performing the Shared Premises Maintenance shall be incurred or reimbursed and shared by the Co-Tenants according to each Co-Tenant's Pro-Rata Share in and to the particular Shared Premises, determined in accordance with Article 6 below.

1.3 Additional Premises Rights.

(a) If a Co-Tenant determines that additional premises or rights in premises ("Additional Premises Rights") are required for the interconnection, construction, maintenance or operation of its Project, such Co-Tenant requiring such Additional Premises Rights shall have the responsibility for procuring or otherwise acquiring such Additional Premises Rights, at such Co-Tenant's sole cost and expense, unless otherwise provided in Sections 1.3(b) or 1.3(c).

(b) If a Co-Tenant determines that such Additional Premises Rights are required for its Project, such Co-Tenant may give written notice to the other Co-Tenant(s) of such requirement, with a detailed explanation setting forth why such Additional Premises Rights are needed. The Co-Tenant(s) receiving such notice shall have thirty (30) days following receipt

of such notice to determine if such Additional Premises Rights are also needed for its Project and to so notify the other Co-Tenant(s) in writing of its election to participate in such Additional Premises Rights. Failure to notify the other Co-Tenant(s) of its election to participate in the acquisition of such Additional Premises Rights within thirty (30) days after receiving such notice shall be deemed an election not to participate. Any Additional Premises Rights needed by one or more, but not all, of the Co-Tenants may be acquired and held in the name of such individual Co-Tenant as such Co-Tenant's Separate Facilities or in the name of such Co-Tenants who elect to participate in such Additional Premises Rights as such Co-Tenants' Shared Premises held in undivided ownership interests equal to such Co-Tenants' Undivided Interest pursuant to Article 6.

(c) If two or more Parties determine in accordance with Prudent Industry Practice that such Additional Premises Rights are needed for the benefit of more than one of the Projects, upon all such Parties becoming Co-Tenants hereunder, such Additional Premises Rights shall become Shared Premises of those Parties, as Co-Tenants, materially benefiting from such Additional Premises rights and shall be (i) procured or otherwise acquired by the applicable Co-Tenants on behalf of their respective Projects, (ii) added as a Shared Premises Easement of the acquiring Parties hereunder, (iii) held by the respective acquiring Parties as Co-Tenants with such Co-Tenants' Undivided Interests calculated in accordance with Article 6 hereof, and (iv) incorporated into, and governed by, the terms of this Agreement.

(d) Upon acquisition of any Additional Premises Rights to be used by two or more Parties pursuant to this Section 1.3, a copy of the agreement(s) underlying the Additional Premises Rights shall be delivered to the Co-Tenancy Manager.

ARTICLE 2
SHARED FACILITIES

2.1 Partial Cross-Conveyance and Assignment of Interests in Shared Facilities.

(a) On or after the Operative Date, a Joining Co-Tenant seeking to acquire an interest in the Shared Facilities shall deliver a written notice to the Granting Co-Tenant of the Joining Party's intention to acquire an Undivided Interest in the particular Shared Facilities specified as part of a Joining Co-Tenant's Project on Exhibit D equal to such Co-Tenant's Pro-Rata Share in and to the particular Shared Facilities, determined in accordance with Article 6 below. With respect to any Joining Co-Tenant other than DECo, the Joining Co-Tenant shall promptly pay to the Granting Co-Tenant any amounts due pursuant to Section 6.1(c)(iii) with respect to the Undivided Interests in the Shared Facilities to be conveyed. With respect to DECo, DECo shall pay to the Granting Co-Tenant, on the DECo Commencement Date, the amount due pursuant to Section 6.1(c)(iv) with respect to its Undivided Interest in the Shared Facilities to be conveyed. Subject to obtaining any necessary approval from FERC and/or the MPSC (to the extent any additional approvals are required after the Operative Date), and with respect to DECo, upon the occurrence of the DECo Commencement Date, the Granting Co-Tenant will execute and deliver a Bill of Sale – Shared Facilities in the form attached as Exhibit B-3 (the "Bill of Sale – Shared Facilities") pursuant to which the Granting Co-Tenant will transfer to the Joining Co-Tenant an Undivided Interest in and to the particular Shared Facilities

as referenced above equal to such Joining Co-Tenant's Pro-Rata Share in and to such Shared Facilities, determined in accordance with Article 6 below.

(b) Each Co-Tenant has the right to hold and utilize its Undivided Interest in the Shared Facilities, jointly, as tenants-in-common, subject to the terms of this Agreement, to the full extent necessary for each Project to operate at its Permitted Capacity. Without limiting the generality of the foregoing, the tenants-in-common rights of each Co-Tenant shall include the joint use of the Shared Facilities (whether now existing or hereafter constructed) to the full extent necessary for each Project to operate at its Permitted Capacity and to the extent such Shared Facilities (whether now existing or hereafter constructed) constitute fixtures under applicable law.

(c) If, for any reason, the Shared Facilities set forth on Exhibit D do not constitute the electrical and communications facilities for the transmission, monitoring, operation, and transformation of electricity and for communications along and within the Shared Premises necessary for DECo's Project to operate at the DECo Permitted Capacity and to achieve its Commercial Operation Date, the Granting Co-Tenant agrees that as promptly as practicable, and subject to obtaining any necessary governmental approvals, it shall grant DECo all additional Shared Facilities necessary for the DECo Project to achieve its Commercial Operation Date and operate at the DECo Permitted Capacity. In no event shall DECo be required to pay any sums in excess of the amount set forth in Section 6.1(c)(iv) for such additional Shared Facilities.

2.2 Maintenance of the Shared Facilities. Effective as of the date Gratiot I and another Party become Co-Tenants pursuant to this Agreement, the Co-Tenants hereby engage the Co-Tenancy Manager to, and the Co-Tenancy Manager agrees to, perform and provide with respect to the Shared Facilities all professional, supervisory, managerial, administrative and operational responsibilities in accordance with the standards set forth in Section 7.3. The Co-Tenancy Manager's responsibilities include those set forth in Exhibit C (the "Shared Facilities Maintenance", together with the Shared Premises Maintenance, the "Shared Maintenance"). The costs and expenses of the Shared Facilities Maintenance shall be incurred or reimbursed and shared by the Co-Tenants in accordance with each Co-Tenant's Pro-Rata Share in and to the particular Shared Facilities, determined in accordance with Article 6 below.

2.3 Replacement of Components of Shared Facilities.

(a) The Co-Tenants hereby authorize the Co-Tenancy Manager to replace any component of a Shared Facility with a Qualified Replacement Component without seeking additional consent of the applicable Co-Tenants under this Agreement (i) if such replacement, and the cost thereof, is included in the Approved Co-Tenancy O&M Budget, (ii) if the cost of the Qualified Replacement Component (including installation) is not included in the Approved Co-Tenancy O&M Budget, if the cost of the Qualified Replacement Component (including installation) is equal to or less than Fifty Thousand Dollars ($50,000) individually or One Hundred Thousand Dollars ($100,000) in the aggregate in a budget year, or (iii) in the event of an Emergency, if the cost of the Qualified Replacement Component (including installation) is equal to or less than Five Hundred Thousand Dollars ($500,000); provided, however, if the cost of the Qualified Replacement Component (including installation) exceeds Ten Thousand Dollars

($10,000), notice of such replacement shall be given by the Co-Tenancy Manager to the Co-Tenants as soon as reasonably practicable after the estimated replacement cost for the Qualified Replacement Component is known by the Co-Tenancy Manager. No other notice of such Qualified Replacement Component shall be required except as such replacement costs may be included in periodic financial and operating reports that may be required under this Agreement.

(b) Except as otherwise permitted by Section 2.3(a), the Co-Tenancy Manager shall provide notice (the "Replacement Notice") in writing to the applicable Co-Tenants of (i) any component of a Shared Facility that needs replacement, (ii) the proposed replacement component (the "Proposed Replacement Component"), which shall be a Qualified Replacement Component, and (iii) the estimated cost (including installation) thereof. If the Required Majority of applicable Co-Tenants with interests in the component of a Shared Facility that needs replacement approve the Proposed Replacement Component, the Co-Tenancy Manager shall replace such Shared Facility component with the Proposed Replacement Component. If the Required Majority of applicable Co-Tenants fail to approve the Proposed Replacement Component within fifteen (15) days of receipt of the Replacement Notice, the Co-Tenants shall exercise commercially reasonable efforts to develop a commercially reasonable alternative (the "Alternative Proposal") which shall be presented to the Co-Tenancy Manager within thirty (30) days of receipt of the Replacement Notice, and the Co-Tenancy Manager shall be authorized to proceed with the Alternative Proposal, if any, approved by the Required Majority of applicable Co-Tenants. If any Co-Tenant who does not approve such Proposed Replacement Component or Alternative Proposal can demonstrate to the other Co-Tenants that the Proposed Replacement Component is likely to have a material adverse effect upon such Co-Tenant's Project, the Co-Tenancy Manager shall not implement the Proposed Replacement Component or Alternative Proposal without the consent of the Co-Tenant whose Project will be materially adversely impacted. Notwithstanding the foregoing, if failure to replace such component has caused or could reasonably cause an Emergency, the Co-Tenants agree that the Co-Tenancy Manager may proceed with the replacement of the component with the Proposed Replacement Component, regardless of any objection or failure to consent by any single Co-Tenant.

2.4 Conditions to Installation of Replacement Component. If the Co-Tenancy Manager installs a Replacement Component, it shall, to the fullest extent commercially reasonable and subject to Prudent Industry Practice, (i) limit any interference with the use by the Co-Tenants of the Shared Facilities or their Separate Facilities during such installation activities, and (ii) except in the event of an Emergency and subject to Section 9.10, (A) schedule during an off-peak and/or low wind down-time period any required disconnection of the Shared Facilities or Separate Facilities to conduct construction activities in order to minimize the impact on the Projects of the Co-Tenants, and (B) provide prior written notice to the Co-Tenants of commencement of such construction activities together with a reasonably detailed description thereof, including dates and times of construction activities and disconnection, if any. If a Replacement Component is required for Shared Facilities that are utilized by less than all of the Co-Tenants and the installation of such Replacement Component disconnects a Co-Tenant's Implemented Project that does not utilize such Shared Facilities, the Co-Tenant(s) benefiting from such Replacement Component shall reimburse the Co-Tenant owner of an Implemented Project for all Net Revenue Losses accruing during the period of disconnection arising from the installation of the Replacement Component, it being hereby agreed that payment of the Net Revenue Losses shall be a Co-Tenant owner of an Implemented Project's sole and exclusive

remedy with respect to loss of revenue and other Consequential Damages due to the period of disconnection. The Parties agree that the actual Consequential Damages arising due to such period of disconnection would be difficult to compute and that the methodology for determining such damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

2.5 Additional Facilities.

(a) If a Co-Tenant determines that additional facilities, improvements, modifications, or upgrades of facilities on any Shared Premises (the "Additional Facilities") are required by such Co-Tenant, specifically including, without limitation, any Additional Facilities for the transmission of electricity from a Project to the Interconnection Point, the Co-Tenant requiring such Additional Facilities shall have the responsibility for procuring and installing such Additional Facilities and obtaining all necessary approvals from applicable Governmental Authorities at such Co-Tenant's sole cost and expense (unless, as provided in Section 2.5(b) or (c), it is determined in accordance with Prudent Industry Practice that such Additional Facilities materially benefit another Co-Tenant's Project, in which case such Additional Facilities shall be a joint expense of the Co-Tenants materially benefiting from such Additional Facilities).

(b) If a Co-Tenant determines that Additional Facilities are required, it shall give written notice to the other Co-Tenant(s) of such requirement, with a detailed explanation setting forth why such Additional Facilities are needed. The Co-Tenant(s) receiving such notice shall have thirty (30) days following receipt of such notice to determine if such Additional Facilities are also needed for its respective Project and to so notify the requesting Co-Tenant in writing of its election to participate in such Additional Facilities. Failure to notify the requesting Co-Tenant of its election to participate within thirty (30) days following receipt of such notice shall be deemed an election not to participate in the Additional Facilities. Any Additional Facilities needed by one or more, but not all, of the Co-Tenants, may be acquired and held in the name of such individual Co-Tenant as such Co-Tenant's Separate Facilities or in the name of such Co-Tenants who elect to participate in such Additional Facilities as such Co-Tenants' Shared Facilities to be held in undivided ownership interests as tenants in common equal to such Co-Tenants' Undivided Interest pursuant to Article 6.

(c) If one or more of the Co-Tenants determine in accordance with Prudent Industry Practice that such Additional Facilities are needed for the benefit of more than one of the Projects, subject to obtaining applicable approvals from Governmental Authorities, such Additional Facilities shall be Shared Facilities of the Co-Tenants materially benefiting from such Additional Facilities and shall be (i) procured or otherwise acquired by the applicable Co-Tenants on behalf of the respective Projects, (ii) added as Shared Facilities of the acquiring Co-Tenants hereunder, (iii) held by the respective acquiring Co-Tenants with such Co-Tenants' Undivided Interests calculated in accordance with Article 6 hereof, and (iv) incorporated into, and governed by, the terms of this Agreement.

(d) Upon acquisition of any Additional Facilities to be used by two or more Co-Tenants pursuant to this Section 2.5, a copy of all warranties for the Additional Facilities shall be delivered to the Co-Tenancy Manager.

2.6 Conditions to Installation of Additional Facilities. Any Co-Tenant installing Additional Facilities shall, to the fullest extent commercially reasonable and subject to Prudent Industry Practice, (i) limit any interference with the use by the Co-Tenants of the Shared Facilities or their Separate Facilities during such installation, (ii) subject to Section 9.10, schedule during an off-peak and/or low wind down-time period any required disconnection of the Shared Facilities or Separate Facilities of the other Co-Tenants to conduct construction activities in order to minimize the impact on the Projects of the other Co-Tenants, (iii) provide prior written notice to the other Co-Tenants of commencement of such construction activities together with a reasonably detailed description thereof, including the dates and times of such construction and disconnection, if any, (iv) take into consideration any changes in the construction plans or timing of construction required by the other Co-Tenants. In addition, the Co-Tenant installing Additional Facilities shall reimburse any Co-Tenant owner of an Implemented Project for all Net Revenue Losses accruing during the period of disconnection arising from the installation of Additional Facilities, it being hereby agreed that payment of the Net Revenue Losses shall be a Co-Tenant owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and other Consequential Damages due to the period of disconnection. The Parties agree that the actual Consequential Damages arising due to such period of disconnection would be difficult to compute and that the methodology set forth above for determining such damages is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

2.7 Warranty Claims. The Co-Tenancy Manager and each Co-Tenant installing, or causing to be installed, Shared Facilities, Replacement Components or Additional Facilities that are to be Shared Facilities shall exercise such party's rights under the contractor and vendor warranties with respect to the Shared Facilities and upon the reasonable request of the applicable Co-Tenants and subject to their direction and control, the Co-Tenancy Manager shall assist them with the exercise of such rights. The Co-Tenancy Manager shall (i) monitor and report to the Co-Tenants concerning the remaining terms of any warranties on Shared Facilities; (ii) perform such inspections as are reasonable to ensure that any final warranty work is not required prior to the expiration of any such warranty, and (iii) subject to the direction and control of the applicable Co-Tenants, prepare and prosecute warranty claims on behalf of such Co-Tenants, if reasonably necessary to enforce any such warranties. Subject to the direction and control of the applicable Co-Tenants, the Co-Tenancy Manager shall be primarily responsible for administering the prosecution of the warranty claims requirements under this Section 2.7 on behalf of the Co-Tenants and each of the Co-Tenants shall cooperate with each other with respect to such warranty claims to the extent such Co-Tenants are the owners and holders of the warranties. All reasonable expenses incurred by the Co-Tenancy Manager or any Co-Tenant in pursuing such warranty claims shall be allocated to the respective Co-Tenants with an interest in the Shared Facilities subject to reimbursement by each applicable Co-Tenant in accordance with its Undivided Interest in and to the applicable Shared Facilities pursuant to Article 6 below.

ARTICLE 3
PARTIAL ASSIGNMENT OF SEPARATE COLLECTION FACILITIES EASEMENTS

3.1 Partial Assignment of Collection Facilities Easements

(a) On or after the Operative Date, any Joining Co-Tenant seeking to acquire an interest in the Separate Collection Facilities Easements shall deliver written notice to the Granting Co-Tenant of such Joining Co-Tenant's intention to acquire a separate interest in the Separate Collection Facilities Easements specified as part of a such Joining Co-Tenant's Project on Exhibit A-4. With respect to any Joining Co-Tenant other than DECo, such Joining Co-Tenant shall promptly pay to the Granting Co-Tenant such Joining Co-Tenant's Pro Rata Share of the Capital Costs of such Separate Collection Facilities Easement to be conveyed. With respect to DECo, DECo shall pay to the Granting Co-Tenant, on the DECo Commencement Date, the amount set forth in Section 6.1(c)(iv) with respect to its Undivided Interest in the Separate Collection Facilities Easements to be conveyed. Subject to obtaining any necessary approval from FERC and/or the MPSC (to the extent any additional approvals are required after the Operative Date), and with respect to DECo, upon the occurrence of the DECo Commencement Date, and upon obtaining an as-built legal description of the Separate Collection Facilities Easements to be conveyed, the Granting Co-Tenant will execute and deliver a Partial Assignment of Collection Facilities Easement in the form attached hereto as Exhibit B-4 (the "Partial Assignment of Collection Facilities Easement") pursuant to which the Granting Co-Tenant will assign to the Joining Co-Tenant the rights in and to the Separate Collection Facilities Easements specified as part of the Joining Co-Tenant's Project on Exhibit A-4 including, but not limited to, the rights, if any, for the Joining Co-Tenant to construct, monitor and maintain collection facilities for connecting its Project to the Shared Facilities (the "Separate Collection Facilities"), and the right for such Separate Collection Facilities to cross other Party's existing Separate Facilities. In addition, the Granting Co-Tenant will execute and deliver transfer tax declarations, owner's affidavits, ALTA statements and such other reasonable and customary transfer documents required in connection with the transfer of a real property interest or that will facilitate the Joining Co-Tenant's ability to obtain owners' and lenders' title insurance with respect to the Separate Collection Facilities Easements to the extent such documents do not decrease any rights of any Party hereunder and do not increase the obligations of any Party hereunder, all of which shall be prepared and paid for at the Joining Co-Tenant's expense.

(b) If, for any reason, the Separate Collection Facilities Easements set forth on Exhibit A-4 do not constitute the rights to construct and maintain collection facilities necessary for DECo's Project to operate at the DECo Permitted Capacity and to achieve its Commercial Operation Date, the Granting Co-Tenant agrees that as promptly as practicable it shall grant DECo all additional Separate Collection Facilities Easements necessary for the DECo Project to achieve its Commercial Operation Date and operate at the DECo Permitted Capacity. In no event shall DECo be required to pay any sums in excess of the amount set forth in Section 6.1(c)(iv) for such additional Separate Collection Facilities Easements.

(c) On or after the Operative Date, a Party may deliver written notice to the other Parties of such Party's desire to acquire a separate interest in another Party's Separate Collection Facilities Easement that is not specified as part of such acquiring Party's Project on Exhibit A-4 and seeking such Party's consent thereto. The Party that holds such Separate Collection Facilities Easement shall not unreasonably withhold, condition or delay such consent, and such consent may not be withheld without such Party providing a commercially reasonable alternative to such requested location which alternative location must be on property controlled by the Party requesting consent or the Party denying consent. Upon the granting of such consent, the processes set forth herein for Separate Collection Facilities Easements shall apply as if such

requested location was described on Exhibit A-4; provided, however, the Granting Co-Tenant may (i) require payment for such transfer in accordance with Section 6.1 for any transfer not made pursuant to Section 3.1(b) above, (ii) include engineering and construction-related terms and conditions on such transfers that are reasonably necessary to ensure that the operations of such Granting Co-Tenant will not be unreasonably interrupted, and (iii) recover Net Revenue Loss reimbursements described in Section 3.2 below for any interruptions of its operations as a result thereof.

3.2 Conditions to Installation of Separate Collection Facilities. Any Co-Tenant installing any Separate Collection Facilities shall, to the fullest extent commercially reasonable and subject to Prudent Industry Practice (i) limit any interference with the use by the Co-Tenants of the Shared Facilities or their Separate Facilities during construction activities, (ii) except in the event of an Emergency and subject to Section 9.10, schedule during an off-peak and/or low wind down-time period any required disconnection of the Shared Facilities or Separate Facilities to conduct construction activities in order to minimize the impact on the Projects of the Co-Tenants, and (iii) provide prior written notice to the other Co-Tenants of commencement of such construction activities together with a reasonably detailed description thereof, including dates and times of such construction and disconnection, if any. In addition, the Co-Tenant installing Separate Collection Facilities shall reimburse any Co-Tenant owner of an Implemented Project for all Net Revenue Losses accruing during the period of disconnection arising from the installation of Separate Collection Facilities, it being hereby agreed that payment of the Net Revenue Losses shall be a Co-Tenant owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and other Consequential Damages due to the period of disconnection. The Parties agree that the actual Consequential Damages arising due to such period of disconnection would be difficult to compute and that the methodology for determining such damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

3.3 Wind Development Easement Payments. Each Party hereto acknowledges that the underlying real estate documents for the Easements obligate each Party, upon becoming a Co-Tenant pursuant to this Agreement, to make "Wind Development Easement Payments" to landowners based on such landowners' proportionate share of all property in a Project, and they also contain a contingent obligation to make a payment based on "Gross Operating Proceeds" as defined in such agreement. Each of the Parties agrees that upon becoming a Co-Tenant pursuant to this Agreement, such Party will pay the landowners based on each landowner's pro rata share of all property in all of the Implemented Projects combined, and if the "Gross Operating Proceeds" contingency is applicable, each Co-Tenant shall provide its "Gross Operating Proceeds" calculations to the other Co-Tenants and the Co-Tenancy Manager. The Co-Tenancy Manager shall calculate, or cause to be calculated, the landowner payments, and deliver them to each Co-Tenant to present them to the landowners as a combined dollar figure. In no event shall any Co-Tenant modify the calculations of the "Transmission and Access Easement Payment" or the "Wind Development Easement Payment" without the consent of the other Co-Tenants, which may be withheld in each such Co-Tenant's sole discretion.

ARTICLE 4
SEPARATE FACILITIES; SEPARATE PROJECTS

4.1 Separate Facilities. Each Party has procured or may, subject to Section 2.5, regarding Additional Facilities, and Section 3.2, regarding Separate Collection Facilities, procure, install, and construct certain other electrical and communications facilities for the transmission of electricity and for communications along and within the Shared Premises or the Separate Collection Facilities Easements, to be owned individually by such Party and not by the Co-Tenants as tenants in common, including (i) multiple underground control, electric transmission, distribution and collection lines and facilities, including without limitation, transformers, interconnection and switching facilities, vaults, cabinets, conduit, fiber, cables, wires, insulators, and other conductors, (ii) multiple underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, (iii) breakers, breaker controls, and supervisory control and data acquisition system controls located within the O&M Facilities in connection with the foregoing, and (iv) facilities, structures, fixtures, appurtenances, accessories, appliances, machinery, materials and equipment in connection with the construction, operation and/or maintenance of the foregoing (collectively, the "Separate Facilities").

4.2 Operation and Maintenance of Separate Facilities; Right to Encumber. Each Party shall be responsible for the operation and maintenance of its own Separate Facilities and shall be entitled at any time to mortgage, pledge, collaterally assign, encumber or grant a security interest in its Separate Facilities and its rights under this Agreement with respect thereto to any Secured Party.

4.3 Conditions to Installation of Separate Facilities. Any Party installing any Separate Facilities shall, to the fullest extent commercially reasonable and subject to Prudent Industry Practice, (i) limit any interference with the use by the Co-Tenants of the Shared Facilities or their Separate Facilities, (ii) subject to Section 9.10, schedule during an off-peak and/or low wind down-time period any required disconnection of the Shared Facilities or Separate Facilities to conduct construction activities in order to minimize the impact on the Projects of the Co-Tenants, and (iii) provide prior written notice to the Parties of commencement of such construction activities together with a reasonably detailed description thereof, including dates and times of such construction and disconnection, if any. In addition, the Party installing Separate Facilities shall reimburse any Party owner of an Implemented Project for all Net Revenue Losses accruing during the period of disconnection arising from the installation of Separate Facilities, it being hereby agreed that payment of the Net Revenue Losses shall be a Co-Tenant owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and other Consequential Damages due to the period of disconnection. The Parties agree that the actual Consequential Damages arising due to such period of disconnection would be difficult to compute and that the methodology for determining such damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

ARTICLE 5
CONSTRUCTION EASEMENT; ACCESS, NONINTERFERENCE; NATURE OF RELATIONSHIP; WAIVER OF PARTITION

5.1 Temporary Construction Easement. Effective as of the Operative Date, prior to a Party becoming a Co-Tenant as to the Shared Premises and Facilities and during the period of construction of a Subsequent Project, Gratiot I and any other Party that has become a Co-Tenant pursuant to this Agreement, hereby grants to any Joining Co-Tenant (to the extent that such granting Party has the right to make such grant) (i) a temporary and non-exclusive access and construction sub-easement on, over, under and across the Easements, (ii) a temporary and non-exclusive access and construction easement on, over, under and across the O&M Property, and (iii) a temporary and non-exclusive access and construction easement on, over, under and across any and all access routes to and from the Easements and O&M Property, only to the extent necessary for such Joining Co-Tenant to construct and install any Separate Facilities and to interconnect with, access, modify and utilize any Shared Facilities contemplated to be used by such Subsequent Project as set forth on Exhibits A-1, A-2, A-3 and D to deliver energy over such Shared Facilities (collectively, the "Temporary Construction Easement"), which Temporary Construction Easement shall expire when such Party becomes a Co-Tenant with respect to the Shared Premises and Facilities hereunder. The grantee of any such Temporary Construction Easement agrees to comply with any underlying Easement or other agreement, covenant, condition or restriction applicable to the property upon which such Temporary Construction Easement is granted.

5.2 Access to the Shared Facilities. Subject to the terms and limitations set forth in this Agreement (and subject to third-party real estate interest limitations on a Party hereunder, if any), upon becoming a Co-Tenant, each Co-Tenant and its contractors and designees (i) shall have unrestricted temporary access to the Shared Premises and Facilities (it being understood that the day-to-day operation of the Shared Facilities on the Shared Premises shall be performed solely by the Co-Tenancy Manager as provided hereunder), and (ii) shall have access to the Separate Facilities of another Party (i) for inspection and (ii) for maintenance or repair of such Shared Facilities not performed by the Co-Tenancy Manager. Notwithstanding the preceding sentence, except in the event of an Emergency, each Party shall give the Co-Tenancy Manager Representative at least 48-hours prior notice of the intent to permit its contractors, designees or Secured Parties to enter upon the Shared Premises and Facilities and at least five (5) days prior notice of the intent to permit its contractors, designees or Secured Parties to enter upon the Separate Collection Facilities Easements and Separate Collection Facilities of another Party (such notice may be by telephone, e-mail, or any other recognized electronic means in addition to any other methods of notice authorized herein), and each Party shall follow, and cause its contractors, designees and Secured Parties to follow, all written safety and security procedures adopted by the Co-Tenancy Manager with the approval of the Co-Tenants. In the event of an Emergency, prior notice is not required, but a Party shall give notice of entry on the Easements and O&M Property as soon as reasonably practicable thereafter.

5.3 Conveyances of Shared Premises and Facilities and Separate Collection Facilities Easements. Except as otherwise set forth herein, all conveyances and transfers to or between any Co-Tenants of any Shared Premises and Facilities and any Separate Collection Facilities Easements made pursuant to this Agreement are made "**AS IS", "WITH ALL FAULTS" AND**

WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES REGARDING THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR ENCUMBRANCE, AND ANY WARRANTIES ARISING BY COMMON LAW, EXCEPT THAT THE GRANTING CO-TENANT REPRESENTS AND WARRANTS (A) THAT IT HAS GOOD AND MARKETABLE TITLE TO THE SHARED PREMISES AND FACILITIES AND THE SEPARATE COLLECTION FACILITIES EASEMENTS AND THAT IT IS GRANTING SUCH SHARED PREMISES AND FACILITIES AND SEPARATE COLLECTION FACILITIES EASEMENTS TO THE JOINING CO-TENANTS FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES OTHER THAN SUCH LIENS, CLAIMS AND ENCUMBRANCES THAT WERE CAUSED TO BE PLACED ON THE SHARED PREMISES EASEMENTS, O&M PROPERTY OR SEPARATE COLLECTION FACILITIES EASEMENTS BY THE OWNERS OF THE UNDERLYING PROPERTY AND THIS AGREEMENT OR ANY RECORDED SHORT FORM THEREOF, AND (B) THAT IT HAS THE FULL POWER, RIGHT, AND AUTHORITY TO CONVEY ANY SHARED PREMISES AND FACILITIES AND SEPARATE COLLECTION FACILITIES EASEMENTS CONVEYED HEREUNDER.

5.4 Continuance of Easements and O&M Property. Each Party agrees that it will not take any action that results in a breach of the terms of any of the Easements or any agreement or covenant related to any Shared Premises and Facilities. Any amounts due under the terms of the Easements, or otherwise due with respect to any Shared Premises and Facilities (such as real property taxes), shall be paid by the Co-Tenancy Manager, subject to reimbursement from the Co-Tenants in accordance with Article 6 below.

5.5 No Interference.

(a) Each Party's use of any Shared Premises and Facilities (to the extent such Party has a right to use the same hereunder) or of such Party's Separate Facilities shall, to the fullest extent commercially reasonable and subject to Prudent Industry Practices, (i) limit any interference with the use and enjoyment by the other Parties of their rights in and to the Shared Premises and Facilities, and (ii) except in the event of an Emergency and subject to Section 9.10, (A) schedule during an off-peak and/or low wind down-time period any required disconnection of the Shared Facilities or Separate Facilities to conduct maintenance and repair activities in order to minimize the impact on the Projects of the other Parties, and (B) provide prior written notice to the other Parties of commencement of such maintenance and repair activities together with a reasonably detailed description thereof, including dates and times of such maintenance and repair activities, and any disconnection.

(b) Each Party shall reimburse any Party owner of an Implemented Project for all Net Revenue Losses accruing during the period of disconnection arising from any interconnection due to the owner of a Project's construction or maintenance activities, use of the Shared Premises and Facilities, or entry upon any Shared Premises and Facilities, it being hereby agreed that payment of the Net Revenue Losses shall be the Co-Tenant owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and other Consequential

Damages due to the period of disconnection. The Parties agree that the actual Consequential Damages arising due to such period of disconnection would be difficult to compute and that the methodology for determining such damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

(c) Each Co-Tenant shall have the right to transmit electrical power from its Project through the Shared Facilities in accordance with its Undivided Interests in such Shared Facilities and in an amount not to exceed its Permitted Capacity and to otherwise utilize the Shared Facilities in accordance with its Undivided Interests in connection with the generation and of electricity from its Project.

5.6 Covenants Running with the Land. The covenants of the Parties made in the exhibits attached to this Agreement shall be deemed to be covenants running with and binding upon the Parties' interest in the Easements and O&M Property pursuant to applicable law for the duration of the Term.

5.7 Nature of Relationship Between Parties. The Parties and Co-Tenancy Manager do not intend by this Agreement to create a partnership or a joint venture, but merely to set forth the terms and conditions upon which each of them shall hold their respective interests in the Shared Premises and Facilities. Each Party and Co-Tenancy Manager hereby elects to be excluded from the provisions of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the joint ownership of the Shared Premises and Facilities. The exclusion elected by the parties hereunder shall commence with the execution of this Agreement and shall be equally applicable to all Parties. Each Party and the Co-Tenancy Manager hereby covenant and agree that each party shall report on such party's respective federal and state income tax returns such party's respective share of items of income, gain/loss, deduction and credits that result from holding the Shared Premises and Facilities in a manner consistent with (i) the treatment of the co-tenancy as a co-ownership of real property (and not a partnership) for Federal and state income tax purposes and (ii) the exclusion of the parties from Subchapter K of Chapter 1 of the Code, commencing with the first taxable year of such party that includes the Operative Date or, for a Joining Co-Tenant, the date such Joining Co-Tenant acquired its interest in the Shared Premises and Facilities. No Party nor the Co-Tenancy Manager shall notify the Commissioner of Internal Revenue that such party desires that Subchapter K of the Code apply to the parties and each party hereby agrees to indemnify, protect, defend and hold the other parties free and harmless from all costs, liabilities, tax consequences and expenses, including, without limitation, attorneys' fees, which may result from any party so notifying the Commissioner in violation of this Agreement or otherwise taking a contrary position on any tax return. The Parties and the Co-Tenancy Manager shall not file a partnership or corporate tax return, conduct business under a common name, execute an agreement identifying any or all of the parties as partners, shareholders, or members of a business entity, or otherwise hold themselves out as a partnership or other form of business entity. Except as expressly provided herein, no party is authorized to act as agent for, to act on behalf of, or to do any act that will bind any other party or to incur any obligations with respect to the Shared Premises and Facilities. The employees, agents, and subcontractors of the Parties and the Co-Tenancy Manager, in performing the obligations of each respective Party and the Co-Tenancy Manager under this Agreement, shall not be deemed to be the agents or employees or subcontractors of any other Party or the Co-Tenancy Manager. Each Party acknowledges that

while the Parties hold undivided interests in the Easements, and as such, all Parties would be entitled to control the Easements and their use, each Party's right to occupy and use the Shared Premises is governed by and subject to this Agreement.

5.8 Waiver of Right to Partition or Termination. The Parties each acknowledge and agree that it would be prejudicial to the interests of the Parties under this Agreement if any Party were to seek partition or any other type of division of the Shared Premises and Facilities, or to file an action for such partition or division. Partition of Shared Premises and Facilities would result in substantial and irreparable damage to the Co-Tenants, and is likely to interfere with a Co-Tenant's ability to transmit power. Therefore, in consideration of such fact and for other good and valuable consideration, each of the Parties hereby waive and relinquish any and all rights that it may have to seek a partition or any other type of division of the Shared Premises and Facilities. The Parties are relying upon this waiver to their detriment in expending substantial funds to construct the Facilities and other improvements, and all Parties agree that each party shall be estopped from denying the validity or enforceability of the foregoing waiver.

ARTICLE 6
ALLOCATION AND PAYMENT OF EXPENSES, COSTS AND CO-TENANT METER MEASUREMENT

6.1 Capital Cost Reimbursement, Ownership Shares, Method for Modifying Ownership Shares.

(a) The Undivided Interests of each Co-Tenant for the respective Shared Premises and Facilities for which such Co-Tenant maintains an interest are stated as a percentage of ownership ("Pro-Rata Share"). The Pro-Rata Share of each Co-Tenant with respect to the respective Shared Premises and Facilities shall be calculated based on a fraction (which fraction shall be reduced to a percentage), the numerator of which is the Permitted Capacity for such Co-Tenant's Project or Projects that owns an interest in the respective Shared Premises and Facilities and the denominator of which shall be the aggregate Permitted Capacity for all of the Co-Tenants' Projects that own an interest in the respective Shared Premises and Facilities. Upon Gratiot II, IWDM and/or DECo becoming a Co-Tenant, the Gratiot I Permitted Capacity shall be reduced by the amount of design capacity transferred to Gratiot II, IWDM, and/or DECo, as the case may be. Where Capital Cost reimbursement is a condition precedent for a transfer of a Party's interests, the Pro-Rata Share shall be calculated using the Permitted Capacity of each Party that will exist immediately after such transfer is completed. Subject to Section 6.1(c)(iv) hereof, each Party shall also reimburse the Granting Co-Tenant's Capital Costs upon acquisition of any Separate Collection Facilities Easements and any ongoing payments required to maintain the Collection Facilities Easements based on such Parties' Pro-Rata Share which, with respect to Separate Collection Facilities Easements reimbursements shall be calculated based on a fraction (which fraction shall be reduced to a percentage), the numerator of which is the Permitted Capacity for such Co-Tenant's Project or Projects that will acquire a Separate Collection Facilities Easement and the denominator of which shall be the aggregate Permitted Capacity for all of the Co-Tenants' Projects that own an interest in the underlying Collection Facilities Easement. The term "Pro-Rata Share" when used in the context of Separate Collection Facilities Easements shall not indicate joint ownership but shall merely apply to Capital Cost reimbursements. A Co-Tenant shall have separate Pro-Rata Shares with respect to different

components of Shared Premises and Facilities and Separate Collection Facilities Easements depending on the other Co-Tenants that also have an interest in the respective components of the Shared Premises and Facilities and Collection Facilities Easements. A Co-Tenant's Undivided Interest with respect to each and every component of the Shared Premises and Facilities shall at all times equal such Co-Tenant's Pro-Rata Share with respect to each and every corresponding component of the Shared Premises and Facilities.

(b) Each Co-Tenant's Pro-Rata Share with respect to the relevant Shared Premises and Facilities, or Separate Collection Facilities Easements, as applicable, shall be reallocated from time to time upon (i) the closing of a conveyance discussed in Sections 1.1(a), 2.1, 3.1 and 6.1(c), (ii) the acquisition of any Additional Premises Rights that are Shared Premises, (iii) the installation of Additional Facilities that are Shared Facilities, (iv) the surrender and assignment of Undivided Interests pursuant to Article 12, and (v) the termination of a Co-Tenant pursuant to Articles 12 or 13, except to the extent that the ownership of a particular component of the Shared Premises and Facilities or Separate Collection Facilities Easement is unaffected by the transactions identified in subsections (i)-(v) of this Section 6.1(b).

(c) Subject to obtaining any necessary approval from FERC and/or the MPSC (to the extent any additional approvals are required after achievement of the Operative Date), and subject further to Section 6.1(c)(iv) hereof, each Joining Co-Tenant acquiring an Undivided Interest in any Shared Premises and Facilities pursuant to Sections 1.1(a) or 2.1, each Party acquiring a Separate Collection Facilities Easement pursuant to Section 3.1, and any existing Co-Tenant acquiring an Undivided Interest in any Additional Premises Rights or Additional Facilities, shall, upon execution and delivery by the Granting Co-Tenants that already own an Undivided Interest in such component of the Shared Premises and Facilities or an interest in the Separate Collection Facilities Easements, of a Partial Assignment of Easement Agreement, Bill of Sale - Shared Facilities and/or Partial Assignment of Collection Facilities Easement, as the case may be, covering such component of Shared Premises and Facilities, pay to such granting Co-Tenant(s) an amount calculated as set forth in clause (iii) below, and the Pro-Rata Share and the corresponding Undivided Interests among all of the Co-Tenants with an interest in the applicable component of Shared Premises and Facilities shall be re-allocated, as set forth below:

(i) The Pro-Rata Share of each of the Co-Tenants including the Joining Co-Tenant shall be reallocated in accordance with the provisions of Section 6.1(a) above such that each existing Co-Tenant's Pro-Rata Share in the applicable Shared Premises and Facilities or Collection Facilities Easement shall be reduced to account for the Joining Co-Tenant's Pro-Rata Share, except to the extent that the Joining Co-Tenant does not receive any of the ownership interest of a particular component of the Shared Premises and Facilities or Collection Facilities Easement;

(ii) The positive difference between (x) each existing Co-Tenant's Pro-Rata Share prior to the inclusion of the Joining Co-Tenant, and (y) such Co-Tenant's Pro-Rata Share after the inclusion of the Joining Co-Tenant shall be referred to as a Co-Tenant's "Reduction Factor";

(iii) With respect to any Joining Co-Tenant other than DECo, the Joining Co-Tenant shall pay to such Granting Co-Tenant with an interest in the applicable Shared Premises

and Facilities or Separate Collection Facilities an amount equal to the product of (x) all Capital Costs previously paid by such Granting Co-Tenant with respect to the applicable Shared Premises and Facilities or Separate Collection Facilities (as set forth in the records kept by the Co-Tenancy Manager pursuant to Section 6.1(d) below), and (y) such Co-Tenant's Reduction Factor. Such payment shall occur upon execution and delivery of the (i) Partial Assignment of Easement Agreement, (ii) Quit Claim Deed, (iii) Bill of Sale - Shared Facilities and/or (iv) Partial Assignment of Collection Facilities Easement, as the case may be, covering such Shared Premises and Facilities, and shall be made by wire transfer of immediately available federal funds in accordance with such instructions as may be provided by the other Co-Tenants. The Joining Co-Tenant shall be solely responsible for, and shall pay to the appropriate Governmental Authorities, any state, county and municipal transfer taxes payable upon execution and delivery of such Partial Assignment of Easement Agreement, Quit Claim Deed, Bill of Sale - Shared Facilities and/or Partial Assignment of Collection Facilities Easement, as the case may be, and all recurring costs and expenses relating to such Shared Premises and Facilities, as well as all other items usually adjusted, shall be apportioned on a per diem basis as of 11:59 P.M. of the day immediately preceding the execution and delivery of such Partial Assignment of Easement Agreement, Quit Claim Deed, Bill of Sale - Shared Facilities and/or Partial Assignment of Collection Facilities Easement, as the case may be; and

(iv) With respect to DECo, on the DECo Commencement Date, DECo shall pay by wire transfer of immediately available federal funds to the Granting Co-Tenant for its applicable Shared Premises and Facilities and Separate Collection Facilities Easements a payment in the amount of [redacted] if the DECo Project consists of 37 turbines with an approximate capacity of 59.2 MW or the amount of [redacted] if the DECo Project consists of 56 turbines with an approximate capacity of 89.6 MW. With respect to the transfer of the Partial Assignment of Easement Agreement, Quit Claim Deed, Bill of Sale - Shared Facilities and Partial Assignment of Collection Facilities Easement pursuant to the terms of this Agreement, DECo shall pay, either directly to the relevant Governmental Authority (and provide to IWDM proof of payment reasonably acceptable to IWDM) or to IWDM for payment to the relevant Governmental Authority the amount of: (i) any sales taxes or use taxes, or any other similar taxes imposed by such Governmental Authority on or with respect to the Shared Premises and Facilities and Separate Collection Facilities Easements, and (ii) any transfer taxes imposed by such Governmental Authority on or with respect to the transfer of the Shared Premises and Facilities and Separate Collection Facilities Easements from IWDM to DECo (solely with respect to the transfer from IWDM as Granting Co-Tenant), that IWDM is required by law to pay to any Governmental Authority. IWDM shall, as reasonably requested by DECo, cooperate with DECo in order to minimize taxes for which DECo is responsible hereunder. In the event a claim shall be made in writing by any Governmental Authority, which, if successful, would result in DECo paying sales or use tax, IWDM agrees to notify DECo in writing of such claim and shall not make payment of the tax claimed for at least thirty (30) days after the giving of such notice. If DECo desires that IWDM contest such claim, DECo shall within thirty (30) days after notice by IWDM to DECo of such claim (i) request that such claim be contested, and (ii) agree to pay IWDM on demand all costs and expenses (including reasonable attorneys' and accountants' fees and disbursements) incurred by IWDM to contest such claim. Upon DECo furnishing such items, IWDM shall take all reasonable legal or other action requested by DECo to contest such claim, including accepting DECo's choice of counsel and the administrative or

judicial forum in which to proceed. IWDM shall not be required to appeal any decision beyond the first appellate level. Each Party shall reasonably cooperate with the other by providing requested information and, where appropriate, certification relating to any tax matter including filings made with a state tax agency with respect to the intended classification of this transaction as being exempt from the payment of any sales tax.

(d) All Co-Tenants agree to provide the Co-Tenancy Manager a schedule of all Capital Costs incurred by such Co-Tenant in connection with Shared Premises and Facilities upon request by the Co-Tenancy Manager or any Joining Co-Tenant, as applicable. The Co-Tenants authorize the Co-Tenancy Manager to, and the Co-Tenancy Manager shall, on behalf of the Co-Tenants, maintain current records of each Co-Tenant's Capital Costs with respect to Shared Premises and Facilities and shall update such records no less frequently then annually and otherwise as necessary to determine any payments due by or to any Co-Tenant in accordance with the reimbursement procedures set forth above. The Co-Tenancy Manager shall provide each of the Co-Tenants with a copy of the schedule whenever it is updated and each of the Co-Tenants shall have the right to review and approve the schedule within thirty (30) days of receipt of the updated schedule. If a Co-Tenant objects to an updated schedule, the Co-Tenant shall notify the Co-Tenancy Manager within such thirty (30) day period and the Co-Tenancy Manager shall promptly convene a meeting with the Co-Tenant who provided such information and the objecting Co-Tenant(s) to try and resolve the discrepancy. If the parties are unable to resolve such discrepancy, the matter shall be referred to the dispute resolution provisions of Article 16. Subject to a dispute regarding the schedule of Capital Costs, the records maintained by the Co-Tenancy Manager shall be determinative among the Co-Tenants with respect to Capital Costs and the reimbursement provisions of this Section 6.1.

6.2 Maintenance and Repair of the Shared Premises and Facilities. Each Co-Tenant shall be responsible for and shall pay its Pro-Rata Share of the expenses and liabilities relating to the use, maintenance, repair, and inspection of the Shared Premises in which it has an interest, the Easements in which it has an interest and the Shared Facilities in which it has an interest (with respect to each component of Shared Premises in which a Co-Tenant has an interest, the "Shared O&M Expenses") commencing upon the later to occur of: (a) the Commercial Operation Date for each Project, and (b) the date such Party becomes a Co-Tenant hereunder. For clarity and avoidance of doubt, there shall be no duplication of fees, costs, expenses or reimbursements payable by a Co-Tenant to the Operator under the O&M Agreement for such Co-Tenant's Project and to the Co-Tenancy Manager under this Agreement. Upon becoming a Co-Tenant and until such Party ceases to be a Co-Tenant hereunder, the Co-Tenants shall reimburse the Co-Tenancy Manager for all direct and indirect home office labor and home office out-of-pocket expenses including, but not limited to, travel, telephone, facsimile, and postage of the Co-Tenancy Manager, payable monthly in arrears, in the form of a monthly fixed fee in an amount equal to [redacted] (the "Management Fee").

6.3 Maintenance and Repair of Separate Premises and Separate Facilities. Each Co-Tenant shall be solely responsible for and shall pay all expenses and liabilities relating to the use, maintenance, repair, and inspection of such Co-Tenant's Separate Facilities (the "Separate O&M Expenses").

6.4 Invoicing, Late Payments. The Co-Tenancy Manager shall deliver a detailed invoice to the Co-Tenants for their respective Pro-Rata Share of the applicable Shared O&M Expenses on a monthly basis, on or before the tenth (10th) day of each month, for the actual amount incurred for all Shared O&M Expenses under Section 6.2 for the immediately preceding month. The Co-Tenants shall pay to the Co-Tenancy Manager the amount of each invoice within thirty (30) days after the date of the Co-Tenancy Manager's issuance of each such invoice. If a Co-Tenant fails to pay all or any portion of any amount owed to the Co-Tenancy Manager under this Agreement by its due date for any reason whatsoever, then such Co-Tenant shall, in addition to such unpaid amount, pay interest on the unpaid amount which shall accrue at a rate equal to the Default Interest Rate from the due date therefor until such amount has been paid in full.

6.5 Ad Valorem Taxes and Assessments. Upon request from a Co-Tenant, the Co-Tenancy Manager may seek from the applicable county tax assessor an allocation of ad valorem taxes of the Shared Premises, the Shared Facilities, and, if requested by the Co-Tenants, the Separate Facilities, as applicable for each Project. If a request is not made for an allocation of ad valorem taxes or the tax assessor fails to make such allocation, the Co-Tenants agree that such allocation shall be based upon the Pro-Rata Share of each Co-Tenant for the actual cost of such Shared Premises and Facilities and Separate Facilities (including installation thereof) and value of the Shared Premises and the Co-Tenancy Manager shall calculate such allocation based the foregoing basis. Any increased ad valorem taxes resulting from Additional Facilities or Additional Premises Rights that are added as Shared Premises and Facilities hereunder and any additional Separate Facilities shall be the responsibility of the Co-Tenant or Co-Tenants installing such Additional Facilities as described in Section 2.5 or acquiring such Additional Premises Rights as described in Section 1.3 or acquiring such Separate Facilities as described in Section 4.1.

6.6 Costs of Repair Work. The Co-Tenancy Manager shall charge the costs of repair of Shared Premises and Facilities, including Replacement Components, and for other work or services provided by the Co-Tenancy Manager under this Agreement that are not included in Exhibit C at cost.

6.7 Co-Tenancy O&M Budget.

(a) Within ten (10) days after the Operative Date and no later than sixty (60) days prior to the beginning of each calendar year during the term hereof thereafter, the Co-Tenancy Manager shall prepare and submit to the Co-Tenants a proposed budget for operation, maintenance and repair of the Shared Premises and Facilities for the following calendar year (each, a "Co-Tenancy O&M Budget"), which shall include, at a minimum, the billing rates, estimated cost, based on time and materials and all fees and reimbursable costs contemplated in this Agreement for anticipated operation and maintenance services and repairs to be provided by the Co-Tenancy Manager during each month of the following year, including any Shared O&M Expenses. The Co-Tenancy O&M Budget shall set forth the respective amounts allocated to the different Co-Tenants in accordance with their Pro-Rata Shares. When approved pursuant to subparagraph (b) below, the Co-Tenancy O&M Budget shall be the "Approved Co-Tenancy O&M Budget" for such year.

(b) The Co-Tenants shall give their approval or disapproval of the Co-Tenancy O&M Budget no later than thirty (30) days after receipt thereof from the Co-Tenancy Manager. If a Co-Tenant objects to all or any portion of the proposed Co-Tenancy O&M Budget, the Co-Tenant shall furnish the Co-Tenancy Manager and other Co-Tenants in writing, the reasons for such objections and shall immediately commence discussions with the Co-Tenancy Manager and the other Co-Tenants in an effort to reach an Approved Co-Tenancy O&M Budget. Upon such agreement, the Co-Tenancy Manager shall revise the Co-Tenancy O&M Budget with respect thereto. If the Co-Tenancy O&M Budget is approved by all Co-Tenants and the Co-Tenancy Manager, the Co-Tenancy O&M Budget will be the Approved Co-Tenancy O&M Budget for the following year. If the Co-Tenants and the Co-Tenancy Manager are unable to reach an agreement with respect to the Co-Tenancy O&M Budget prior to the beginning of the calendar year, the Approved Co-Tenancy O&M Budget for the previous calendar year (or the last Approved Co-Tenancy O&M Budget if the Co-Tenancy O&M Budget for the prior year was not approved), increased per year by the Inflation Adjustment Factor, shall apply; provided, however, that any single extraordinary expense in excess of Twenty Five Thousand Dollars ($25,000) contained in such budget shall not be incurred without the prior approval of all Co-Tenants.

6.8 Other Expenses Caused By Co-Tenants. Notwithstanding the provisions of this Article 6, any costs, claims, losses or other liabilities arising from the actions or inactions of a Co-Tenant in violation or breach of the covenants herein or the provisions of the Easements shall be the responsibility of such Co-Tenant.

6.9 Liens. Subject to Section 11.3, no Party shall, directly or indirectly, create, incur or permit to exist, any lien on the right, title and interest of the other Co-Tenants in the Easements, the Shared Premises and Facilities or any other Co-Tenant's Separate Easements or Separate Facilities. No Party shall, directly or indirectly, create, incur or permit to exist any lien on its right, title and interest in the Easements, the Shared Premises and Facilities or the Separate Facilities except for the following to the extent permitted under such Party's arrangements with its Secured Parties: (a) any lien for unpaid taxes that are (i) not yet payable or (ii) that are being contested in good faith by appropriate proceedings, or (b) any mechanic's or materialmen's lien arising in the ordinary course of business, either (i) for amounts not yet due or (ii) for amounts being contested in good faith by appropriate proceedings, (c) judgment liens, provided that in each case of (a), (b) and (c) above, so long as such proceeding or lien shall not involve any substantial danger of the sale, forfeiture or loss of any part of the Easements, the Shared Premises and Facilities, the Separate Facilities, or the Undivided Interest of any other Co-Tenants, including the posting of any bond that is required by applicable law to avoid such sale, forfeiture or loss while such claims are being contested, (d) liens in favor of such Party's Secured Party pursuant to the Security Documents, or (e) liens in favor of such Party's power purchaser in connection with a Power Purchase Agreement. If any such lien not permitted pursuant to this Section 6.9 attaches or a Co-Tenant receives notice of any such lien, the Party whose actual or alleged act or omission resulted in such lien shall cause such lien to be released and removed of record within fifteen (15) days of such attachment or notice, unless (in the case of any non-permitted lien on such Party's right, title and interest in any Easement, Shared Premises and Facilities or Separate Facilities) (a) such Party (i) in good faith contests or disputes the claim or claims of the lienholders and the validity of such liens, (ii) promptly commences legal action to remove such lien and (iii) furnishes to the other Co-Tenants and its Secured Parties a bond or

other security acceptable to the other Co-Tenants and Secured Parties in an amount sufficient to discharge all such contested liens and (b) during such period the lienholders' proceedings are stayed.

6.10 Co-Tenant Meter Measurement.

(a) With respect to the DECo Project, each of the main high voltage step up transformers serving the DECo Project and the Gratiot I Project (and the Gratiot II Project if Gratiot II becomes a Co-Tenant hereunder) will have one dedicated meter (each a "Co-Tenant Meter") that will measure power production delivered through each of DECo (or IWDM as the case may be) and Gratiot's main high voltage step up transformer. The power production measurements for the DECo Project with respect to any applicable period, will be determined by multiplying the proportionate share (as a percentage) of such Co-Tenant's power production, with such percentage to be determined using the Co-Tenant Meter readings from each of the two main high voltage step up transformers, by the production measured at the revenue meter located at the point of interconnection as described in the Interconnection Agreement. Gratiot I's proportionate share shall be the difference between the production measured at the revenue meter located at the point of interconnection as described in the Interconnection Agreement and the production measurements for the DECo Project, as determined pursuant to this paragraph. To the extent permitted by Applicable Law, including MIRECS regulations, RECs shall be measured at the Co-Tenant Meters.

(b) If Gratiot II becomes a Co-Tenant hereunder, Gratiot II's power production measurement shall be determined with respect to any applicable period by multiplying the proportionate share (as a percentage) of such Co-Tenant's power production, with such percentage to be determined using the Co-Tenant Meter readings for Gratiot I and Gratiot II at the feeder lines which are located just prior to energy entering into the main high voltage step up transformer serving both Gratiot I and Gratiot II, by the production measured at the revenue meter located at the point of interconnection as described in the Interconnection Agreement. Gratiot I's proportionate share shall be the difference between the proportionate share determined pursuant to Section 6.10(a) above, and the production measurements for Gratiot II, as determined pursuant to this paragraph.

ARTICLE 7
OTHER RIGHTS AND OBLIGATIONS OF CO-TENANTS

7.1 Maintenance and Repair of Separate Facilities. Each Party shall, at its sole cost and expense, maintain in good working order and repair at all times the portion of its Separate Facilities which connects with or could reasonably be expected to affect any of the Shared Premises and Facilities.

7.2 Termination or Modification of Any Easement. No Easement may be terminated, modified or amended without the mutual consent and agreement of all Co-Tenants benefiting from, and Parties designated to benefit from such Easement pursuant to Exhibits A-1, A-2 or A-4; provided, however, that with respect to any extension of the term of any Easement, the Co-Tenancy Manager shall notify the Parties at least one hundred twenty (120) days prior to the time when any Easement must be extended. If any Easement provides for extending the term of the

Easement for successive annual or longer periods and if the Parties benefiting from such Easement agree to extend the Easement for the longer period of the permitted extension, such Parties shall authorize the Co-Tenancy Manager to, and the Co-Tenancy Manager shall, on behalf of such Parties, extend such Easement for such longer period. If the benefiting Parties and Parties designated to benefit from such Easement pursuant to Exhibits A-1, A-2 or A-4, fail to agree to the longer period of extension, such Parties shall authorize the Co-Tenancy Manager to, and the Co-Tenancy Manager shall, on behalf of such Parties, extend such Easement for the lesser time period of (i) annually, or (ii) the minimum extension period permitted under such Easement. In either case, the Parties shall pay their Pro Rata Share of the payment due under such Easement on or before the beginning of the applicable extension period. Upon the failure of any Party to pay its Pro Rata Share of the extension amount, such Party's rights in and to such Easement shall expire on the beginning date of the extension period. Notwithstanding any provision contained in this Section 7.2 to the contrary, if a Party notifies the Co-Tenancy Manager and the other Parties benefiting from such Easement that it has elected not to extend the term of a Easement (a "Non-Extending Party"), the other Parties may extend the term of such Easement for their sole benefit. In such a case, the Non-Extending Party and the other Parties shall execute, and the Co-Tenancy Manager shall cause to be recorded on behalf of such Parties, such instruments and assignments as necessary to transfer such Easement to the Parties electing to extend the term of such Easement and the Non-Extending Party shall, subject to applicable approvals from Governmental Authorities, if any, promptly remove all of its fixtures, improvements and equipment from the Easement so as not to incur any other expenses for the other Parties due to the presence of the Non-Extending Party's fixtures, improvements or equipment within the Easement.

7.3 Standard of Performance. Subject to the limitations or restrictions set forth in this Agreement (including, but not limited to, Article 8), the Co-Tenancy Manager and each Party shall perform its respective obligations hereunder in accordance with this Agreement, all Applicable Laws, Prudent Industry Practice, MISO Protocols, the Interconnection Agreement, and the terms of the Easements. Further, except as specifically authorized to the contrary in this Agreement, the Co-Tenancy Manager shall perform its obligations hereunder in a manner that (A) does not discriminate against any other Co-Tenants, and (B) attempts to maximize the delivery of energy from all Projects. In addition, the Co-Tenancy Manager shall perform its obligations hereunder in compliance with the Interconnection Agreement; provided, however, that each Co-Tenant shall deliver to the Co-Tenancy Manager a copy of the Interconnection Agreement.

7.4 Party Representatives. On or promptly after the Operative Date, each Party shall by written notice to the other Parties designate an individual representative (the "Party Representative") whose instructions, requests, and decisions will be binding upon such Party in all matters concerning this Agreement, except that the Party Representative shall not have the authority to amend this Agreement. Each Party shall have the right to change such Party Representative at any time and from time to time by written notice to the other Parties and the Co-Tenancy Manager.

7.5 Obligations of Gratiot I and IWDM to DECo. The Parties hereto acknowledge that the nature of the transfer of IWDM's interest hereunder is temporary and is intended to only be as long as necessary for IWDM to transfer ownership promptly thereafter to DECo. Gratiot I

and IWDM hereby agree that with respect to DECo, because IWDM will be the Granting Co-Tenant of DECo's Shared Premises and Facilities and Separate Collection Facilities Easements pursuant to this Agreement, IWDM shall be subject to the same representations, warranties, obligations, covenants, agreements and indemnities set forth in this Agreement of Gratiot I to the same extent as Gratiot I as if IWDM were providing such representations, warranties, obligations, covenants, agreements and indemnities itself and in its own name; provided, however, that to the extent that IWDM acquires temporary interests in the Shared Facilities and Easements, IWDM shall cease to be a Co-Tenant under this Agreement after it transfers its ownership interest in the Shared Facilities and Easements to DECo hereunder.

ARTICLE 8
MANAGEMENT RIGHTS AND VOTING

8.1 In General.

(a) The actions that the Co-Tenancy Manager is authorized to take pursuant to this Agreement with respect to the Shared Premises and Facilities, or the Easements, as well as any actions to implement this Agreement, shall be taken by the Co-Tenancy Manager in accordance with the terms of this Agreement, including Section 8.3 and any other limitations or restrictions set forth herein. Except as expressly stated herein, all decisions with respect to the Separate Facilities of a Co-Tenant shall be made by the Co-Tenant. The Co-Tenants shall not interfere in the management of the Shared Premises and Facilities by the Co-Tenancy Manager in accordance with this Agreement except for such temporary interruptions that are permitted pursuant to the explicit terms contained in this Agreement.

(b) Each Co-Tenant shall have the right to vote on any matter requiring a vote of the Co-Tenants in proportion to its Pro-Rata Share; provided, however, that each vote shall require approval by the Required Majority of the Co-Tenants affected by such vote. If a matter involves Shared Premises and Facilities in which not all of the Co-Tenants have an Undivided Interest, only such Co-Tenants with an Undivided Interest in such Shared Premises and Facilities shall be entitled to vote.

(c) In the event and during the continuance of a Co-Tenant Event of Default, such defaulting Co-Tenant shall have no right to vote on any matter requiring a vote of the Co-Tenants.

8.2 Specific Authority**.** Without limiting the generality of the foregoing, and subject to the limitations of authority of the Co-Tenancy Manager in Section 8.3 below or otherwise set forth in this Agreement, in addition to the authority otherwise granted herein, the Co-Tenancy Manager shall have the power, without further consent or approval of the Co-Tenants, to do any of the following:

(a) To negotiate, enter into on behalf of the Co-Tenants, and administer agreements with third party contractors, or to employ persons, and to otherwise expend monies necessary for the management, operation, maintenance, and repair of the Shared Premises and Facilities in accordance with this Agreement; provided, however, that (i) such engagement and any fees paid to such third party contractor thereunder shall be in accordance with the Approved

Co-Tenancy O&M Budget, (ii) with respect to any agreement with a third party contractor that is an Affiliate of the Co-Tenancy Manager, the Co-Tenancy Manager enters into such agreement on an arms-length basis, and (iii) no such third party contractor engagement shall relieve the Co-Tenancy Manager of its rights or obligations set forth in this Agreement.

(b) To pay and collect on behalf of the Co-Tenants amounts due in connection with the Shared Premises and Facilities, but only in accordance with the Approved Co-Tenancy O&M Budget;

(c) To commit to the expenditure of or spend up to and including Five Hundred Thousand Dollars ($500,000) in the aggregate (including the costs of installation and expediting fees) for and on behalf of the Co-Tenants to repair the Shared Premises and Facilities due to an Emergency or the Separate Facilities due to a Separate Facilities Emergency; provided that the Co-Tenancy Manager gives concurrent notice by facsimile and electronic mail to the Co-Tenants benefiting from such Facilities regarding the nature and amount of the expenditure as soon as reasonably practicable after the estimated amount of the expenditure is known by the Co-Tenancy Manager, but in any event no later than the time the Co-Tenancy Manager commits to the expenditure; provided, however, that any expenditure with respect to the Separate Facilities of a Co-Tenant shall be made only with the prior approval of such Co-Tenant;

(d) To negotiate with, and represent the Co-Tenants' interests before, any Governmental Authority pursuant to Section 6.5 regarding property valuation and real property taxes (if any) related to the Easements, Shared Premises and Facilities, and the Separate Facilities (if permitted in advance by the Co-Tenant owning such Separate Facilities) provided that any agreements or settlements with respect to the foregoing are approved by the Co-Tenants; and

(e) To execute, acknowledge, and deliver any and all instruments and take such other steps as are reasonably necessary to effectuate the foregoing and as are consistent with the terms of this Agreement, including Section 8.3 and any other limitations set forth herein.

8.3 Limitation on Authority. The Co-Tenancy Manager shall not take any of the following actions without the prior written approval of all Parties with a beneficial interest affected by the action:

(a) Create or cause to be created any Lien on any of the Shared Premises and Facilities, or the Separate Facilities;

(b) Amend or modify the terms of this Agreement, or any other agreement that affects any Party's rights hereunder to develop, own and operate its Project, including Easements and Interconnection Agreement;

(c) Perform or omit to perform any act which would cause any person reasonably to believe that the Co-Tenancy Manager is a partner of a Co-Tenant or authorized to bind a Co-Tenant, except as expressly provided herein;

(d) Sell, assign, mortgage, encumber, convey or otherwise transfer all or any portion of the Undivided Interests held by any Co-Tenant, or any components of the Shared Premises and Facilities, or any Separate Facilities or rights therein;

(e) Borrow funds or otherwise incur indebtedness on behalf of a Co-Tenant;

(f) Procure any insurance coverage that is less than the coverages required by Article 10;

(g) Incur an expense of more than Fifty Thousand Dollars ($50,000) in any single instance or cumulative expenses of more than Two Hundred Thousand Dollars ($200,000) in the aggregate in any calendar year that is not included in the Approved Co-Tenancy O&M Budget or that is not incurred for the installation of a Replacement Component as authorized hereunder;

(h) Adopt or amend or modify the Co-Tenancy O&M Budget;

(i) Make any offer or enter into any contract, letter of intent or agreement with respect to the zoning classification or other zoning or land use restrictions; or

(j) Do any act or that is specified as being beyond the authority of a Co-Tenant, or in contravention of, or that will otherwise cause a Co-Tenant to be in default under, this Agreement, the O&M Agreement to which such Co-Tenant is a party or any Financing Documents, Investment Documents or Project Agreements to which such Co-Tenant is a party or by which it is bound.

8.4 Curtailment of Delivery. The Co-Tenants shall interrupt or reduce deliveries of electrical power over the Shared Facilities if requested to do so by the Co-Tenancy Manager in accordance with the following provisions: (i) after reasonable notice to and agreement by Co-Tenants as to the timing and duration of the curtailment, to maintain, repair, replace, remove, investigate, inspect or test any part of the Shared Facilities or Separate Facilities in accordance with the terms of this Agreement; (ii) if the interruption or reduction is necessary due to an Emergency or a Separate Facilities Emergency, or (iii) if the Co-Tenancy Manager is ordered to do so by MISO, any other Governmental Authority or regulatory authority with jurisdiction over the Separate Facilities or the Shared Facilities, or a Co-Tenant (or its authorized agent) notifies the Co-Tenancy Manager that such curtailment is required by MISO or another Governmental Authority or regulatory authority with jurisdiction over the Separate Facilities or the Shared Facilities. The Co-Tenancy Manager shall limit the length of any such interruption or curtailment to that time strictly necessary to correct the problem. Any interruption or curtailment made pursuant to clause (i) above shall be made to the extent commercially reasonable during periods that balance both low or no winds and low energy prices so as to minimize potential loss of revenue of the Co-Tenant(s) being curtailed. Additionally, any such curtailment shall be applied to each Project in accordance with Wind Farm Management System in place at the time. Unless directed otherwise by MISO or any other Governmental Authority or regulatory authority with jurisdiction over the Shared Facilities, the Co-Tenancy Manager shall allocate curtailment orders issued under sub-clauses (ii) and (iii) of the first sentence of this Section 8.4 among Co-Tenants in accordance with each Co-Tenant's Pro-Rata Share of the relevant Shared Facilities

subject to such curtailment orders as of such date; provided, however, that (i) the Permitted Capacity with respect to a Project that has not reached its Commercial Operation Date shall be excluded in the calculation of such Pro-Rata Share for the purposes of this sentence, (ii) such Project that has not reached its Commercial Operation Date shall be curtailed in its entirety prior to any curtailment of any Projects that have reached their Commercial Operation Date, and (iii) the Parties acknowledge that such allocation is subject to the limitations of the Wind Farm Management System in place and will be as close to the Pro Rata Share allocation described above as Co-Tenancy Manager can accomplish, acting commercially reasonably. To the extent any curtailment is caused by any specific Project(s) or a breach by any specific Co-Tenant(s) of its obligations hereunder or by the action or inaction of any individual Co-Tenant or Co-Tenants, the Co-Tenant or Co-Tenants who owns such specific Project(s), whose breach of its obligations hereunder or whose action or inaction caused the curtailment shall reimburse any Co-Tenant owner of an Implemented Project for all Net Revenue Losses arising from such curtailment, it being hereby agreed that payment of the Net Revenue Losses shall be the Co-Tenant's owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and Consequential Damages due to such curtailment. The Parties agree that the actual Consequential Damages arising due to such curtailment would be difficult to compute and that the methodology for determining such Consequential Damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

8.5 Disconnection From Shared Facilities. A Co-Tenant's Project shall be disconnected from the Shared Facilities, and the Co-Tenants hereby authorize the Co-Tenancy Manager to implement such disconnection on behalf of the Co-Tenants, under any of the following circumstances:

(a) a Co-Tenant is exercising its rights as permitted under Section 13.3(a)(iv), provided any necessary approvals are obtained from the FERC, the MPSC and any other applicable Governmental Authority with jurisdiction over the Shared Premises and Facilities prior to effectuating such disconnection;

(b) upon termination or abandonment of a Project by a Co-Tenant or withdrawal from this Agreement by a Co-Tenant in accordance with Article 12 provided that any necessary approvals from FERC, the MPSC or any other Governmental Authority with jurisdiction over the Shared Premises and Facilities are obtained prior to effectuating such disconnection;

(c) if disconnection is necessary for safety in order to perform maintenance to any Shared Facility or in the event of an Emergency effecting a Co-Tenant with an interest in such Shared Facility; or

(d) at the direction of the Transmitting Utility pursuant to a Transmitting Utility's rights under the Interconnection Agreement with such Co-Tenant or under Applicable Laws or regulations. To the extent any disconnection of a Co-Tenant is caused by or attributable to any specific Project of another Co-Tenant or is attributable to a Co-Tenant Event of Default or by the action or inaction of any other Co-Tenant, the Co-Tenant who owns such specific Project, whose Co-Tenant Event of Default or action or inaction caused the disconnection of such other Co-Tenant's Project shall reimburse such disconnected Co-Tenant owner of an Implemented

Project for all Net Revenue Losses arising from such disconnection, it being hereby agreed that payment of the Net Revenue Losses shall be the Co-Tenant owner of an Implemented Project's sole and exclusive remedy with respect to loss of revenue and Consequential Damages due to such disconnection. The parties agree that the actual Consequential Damages arising due to such disconnection would be difficult to compute and that the methodology for determining such Consequential Damages set forth above is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered. If a disconnection that is not due to the actions or inactions of any particular Co-Tenant is necessary, the Co-Tenancy Manager shall implement such disconnection in a fair and non-discriminatory manner taking into consideration the disconnections previously suffered by the Co-Tenants, each affected Co-Tenant's Pro-Rata Share and such other information that is available at the time of such a disconnection.

8.6 Compliance with Other Agreements. The Co-Tenancy Manager shall advise the Co-Tenants of such actions with respect to the Shared Premises and Facilities that need to be taken in order to satisfy each Co-Tenant's obligations under the Financing Documents, Investment Documents, or any other Project Agreements and at the request of the Co-Tenants and subject to their direction, implement such actions provided such actions do not interrupt or interfere with the normal operations or maintenance of the Shared Premises and Facilities for the benefit of each of the Projects. Each Co-Tenant and the Co-Tenancy Manager shall exercise commercially reasonably efforts to comply with the other Co-Tenants' Financing Documents, Investment Documents, and any other Project Agreements with respect to the Shared Premises and Facilities to the extent a Co-Tenant or the Co-Tenancy Manager has been advised of the obligations contained in such documents; provided, however, in no event shall a Co-Tenant be obligated to comply with any obligation in another Co-Tenant's Financing Documents, Investment Documents, or any other Project Agreements that interrupts or interferes with the normal operations or maintenance of the Shared Premises and Facilities for the benefit of such Co-Tenant's Project unless such Co-Tenant is reimbursed for engineering costs, administrative charges imposed by public entities and by any relevant transmission provider, reasonable attorney's fees, consulting fees, the cost of any additional operations and maintenance expenses required for such compliance, and Net Revenue Losses, if any, incurred for any period of time during which normal operations are interrupted.

8.7 Co-Tenancy Manager Representative. On or promptly after the Operative Date, the Co-Tenancy Manager shall, by written notice to the Co-Tenants, designate an individual representative (the "Co-Tenancy Manager Representative") whose instructions, requests, and decisions will be binding upon such Co-Tenancy Manager in all matters concerning this Agreement, except that the Co-Tenancy Manager Representative shall not have the authority to amend this Agreement. The Co-Tenancy Manager shall have the right to change the Co-Tenancy Manager Representative at any time and from time to time by written notice to the other Co-Tenants.

8.8 Competing Ventures. A Co-Tenant or the Co-Tenancy Manager may engage in or possess an interest in other business ventures of any nature and description, independently or with others, including but not limited to the ownership, financing, leasing, management, syndication, investment, brokerage and development of real property (including real property of the same type and nature as the Projects), and neither Co-Tenant nor the Co-Tenancy Manager

shall have any rights by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

ARTICLE 9
CO-TENANCY MANAGER

9.1 Appointment of the Co-Tenancy Manager. Invenergy Services LLC shall be the Co-Tenancy Manager effective as of the date a second Party becomes a Co-Tenant pursuant to Section 1.1(a) and shall hold such position until it (i) resigns, or (ii) is removed or replaced as provided by this Article 9. The Co-Tenancy Manager has the right to subcontract all or any portion of the services required of the Co-Tenancy Manager herein to any Person in accordance with Section 8.2(a).

9.2 Indemnification of Co-Tenancy Manager. To the fullest extent permitted by law, each Party shall jointly and severally, defend, indemnify and hold harmless the Co-Tenancy Manager and its Affiliates (except for IWDM, Gratiot I and Gratiot II), and all of their respective officers, directors, employees, agents, partners, shareholders and representatives, from and against any and all suits, actions, liabilities, investigations, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character (including attorneys' fees and expenses) arising out of (i) the acts (or failures to act) of any such Party or its officers, directors, employees, agents, members and representatives, hereunder or (ii) the acts of the Co-Tenancy Manager pursuant to its authority under this Agreement, provided the liability of each Co-Tenant under this subsection (ii) shall be in proportion to such Party's Pro Rata Share of such liability; and the Co-Tenancy Manager, its owners, officers, directors and employees shall not be liable to the Parties or any third party for any obligation, liability, or commitment incurred by or on behalf of the Parties in accordance with the provisions of this Agreement; provided, however, that the Co-Tenancy Manager, its officers, directors and employees shall not be entitled to indemnification hereunder (x) to the extent any action, claim, demand, cost or liability results from breach of this Agreement or from the Co-Tenancy Manager's gross negligence, bad faith, recklessness or willful misconduct, or (y) to the extent such indemnification relates to Separate Facilities, by the Parties not owning any share of such Separate Facilities.

9.3 Indemnification by the Co-Tenancy Manager. To the fullest extent permitted by law, the Co-Tenancy Manager shall indemnify, defend and hold harmless each Party and the Affiliates of each Party, and all of their respective officers, directors, employees, agents, partners, shareholders and representatives, from and against any and all suits, actions, liabilities, investigations, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character (including attorneys' fees and expenses) arising out of the Co-Tenancy Manager's gross negligence, bad faith, recklessness or willful misconduct. In addition, the Co-Tenancy Manager shall indemnify and protect each Party from any and all Liens filed in connection with the performance of the Co-Tenancy Manager's services under this Agreement unless such Lien results from the non-payment for services or equipment by a Party or is otherwise permitted hereunder.

9.4 Indemnification Notices; Limitation on Liability.

(a) Whenever a Party entitled to indemnification under Section 9.2 or 9.3 of this Agreement (an "Indemnitee") shall learn of a claim which, if allowed (whether voluntarily or by a judicial or quasi-judicial tribunal or agency), would entitle such Indemnitee to indemnification under Section 9.2 or 9.3 of this Agreement, before paying the same or agreeing thereto, the Indemnitee shall promptly send a notice to the Party(s) required to pay such indemnification (the "Indemnitor") in writing of all material facts within the Indemnitee's knowledge with respect to such claim and the amount thereof; provided, however, that the Indemnitee's right to indemnification shall be diminished by the failure to give prompt notice only to the extent that the Indemnitee's failure to give such notice was prejudicial to the right of the Indemnitor. If, prior to the expiration of fifteen (15) days from the giving of such notice, the Indemnitor shall request, in writing, that such claim not be paid, the Indemnitee shall not pay the same, provided that the Indemnitor proceed promptly to settle or litigate, in good faith, such claim. The Indemnitor shall have charge and direction of the defense and settlement of such claim, provided, however, that without relieving the Indemnitor of its obligations hereunder or impairing the Indemnitor's right to control the defense or settlement thereof, the Indemnitee may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) the employment of counsel by such Indemnitee has been authorized in writing by the Indemnitor, (ii) the Indemnitee shall have reasonably concluded that there exists a material conflict of interest between the Indemnitor and such Indemnitee in the conduct of the defense of such claim (in which case the Indemnitor shall not have the right to control the defense or settlement of such claim on behalf of such Indemnitee) or (iii) the Indemnitor shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement thereof. In each of such case set forth in clauses (i), (ii), and (iii) of the preceding sentence of this Section 9.4(a), the reasonable fees and expenses of counsel shall be at the expense of the Indemnitor except where the Indemnitor is ultimately deemed not to have been required to provide the indemnity sought by the Indemnitee. The Indemnitee shall not be required to refrain from paying any claim which has matured by a court judgment or decree, unless an appeal is duly taken therefrom and execution thereof has been stayed, nor shall it be required to refrain from paying any claim where the delay to pay such claim would result in the foreclosure of a lien upon any of the property or assets then held by the Indemnitee, or where any delay in payment would cause the Indemnitee an economic loss.

(b) The Co-Tenancy Manager shall not be liable or responsible hereunder, or accountable in damages to the Parties, for any act or omission performed or omitted by it in good faith pursuant to authority granted to it by this Agreement and in a manner reasonably believed by it to be within the scope of authority granted to it by this Agreement and in the best interests of the Parties; provided, however, that the Co-Tenancy Manager was not guilty of bad faith, gross negligence, recklessness or willful misconduct. With the exception of any liquidated damages or indemnification obligation contained in this Agreement, no Party hereto, nor its members or Affiliates, nor any of their principals, officers, directors, employees, agents, shareholders, partners or representatives shall be liable in connection with this Agreement for any consequential or indirect loss or damage, including loss of revenues, cost of capital, loss of goodwill, increased operating costs, delay costs, or any other special or incidental damages. The Parties further agree that the waivers and disclaimers of liability, releases from liability, and limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and except as otherwise expressly set forth in

this Agreement shall apply whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including gross negligence, strict liability, or breach of the Party released or whose liabilities are limited, and shall extend to the members, representatives, partners, principals, shareholders, directors, officers, employees and agents of each Party and its Affiliates. Nothing in this Section 9.4 shall be construed as a limitation or restriction on the amount or applicability of any insurance policies or coverages held by or otherwise required to be procured and obtained by the Parties under the terms of this Agreement.

9.5 Standards of Liability. In performing its duties hereunder, the Co-Tenancy Manager shall comply with all Applicable Laws, Prudent Industry Practices and employ that degree of skill, efficiency, and judgment that is ordinarily employed in the performance of comparable administrative and operation and maintenance services. In no event shall the liability of the Co-Tenancy Manager to the Parties under this Agreement exceed the cumulative Management Fee paid to the Co-Tenancy Manager hereunder**;** provided, however, that the foregoing limitation of liability shall not apply to, and no credit shall be issued against such liability for, any liabilities resulting from the gross negligence or willful misconduct of the Co-Tenancy Manager arising hereunder. The duties to be performed by the Co-Tenancy Manager as set forth herein shall not constitute the Co-Tenancy Manager as an architect, engineer, or construction contractor, nor impose upon the Co-Tenancy Manager any obligation to assume, render to, or perform on behalf of any of the Parties any responsibilities, duties, services, or activities assumed or rendered by any architect, engineer, or construction contractor employed on any Project nor impose upon the Party any liability with respect thereto.

9.6 Removal of the Co-Tenancy Manager.

(a) Removal for Cause. The Co-Tenancy Manager may be removed for cause by any of the Co-Tenants for any of the reasons set forth below:

(i) if the Co-Tenancy Manager is also an Operator of any of the Projects and has been terminated by any of the Co-Tenants as Operator as a result of a default by the Co-Tenancy Manager in its capacity as Operator under an O&M Agreement;

(ii) if Gratiot I, Gratiot II and IWDM, together or separately, all make an Assignment of all or substantially all of such Party's Undivided Interests or rights under this Agreement pursuant to Article 11 hereof (except to an affiliate of such Co-Tenant or to a Secured Party); or

(iii) if a Co-Tenancy Manager Event of Default has occurred, subject to the following procedure:

(A) The Co-Tenant(s) seeking removal of the Co-Tenancy Manager for cause has provided written notice (the "Removal Notice") to the Co-Tenancy Manager and the other Co-Tenants and Secured Parties of the Co-Tenancy Manager Event of Default, including the facts and circumstances giving rise to the default, and of such Co-Tenant's intent to remove Co-Tenancy Manager pursuant to this Section 9.6;

(B) The Co-Tenancy Manager has failed to cure the Co-Tenancy Manager Event of Default, within the time frames set forth in Section 13.2 plus an additional thirty (30) days from the delivery of the Removal Notice;

(C) If any Co-Tenant delivers a Removal Notice pursuant to Section 9.6(a)(iii)(A) and the Co-Tenancy Manager disputes the Co-Tenancy Manager Event of Default described therein, then within two (2) business days after delivery of such Removal Notice from such Co-Tenant, the Co-Tenancy Manager shall deliver to the Co-Tenants and their respective Secured Parties, a notice with a detailed description of the reasons why the Co-Tenancy Manager disputes such Co-Tenancy Manager Event of Default, and within two (2) business days after delivery of such notice by the Co-Tenancy Manager, the Co-Tenants and the Co-Tenancy Manager shall meet and confer in good faith with respect to such Co-Tenancy Manager Event of Default. Such meeting and conference may be done either telephonically or in person. If, after such meeting and conference, the Co-Tenancy Manager and the Co-Tenant(s) seeking removal of the Co-Tenancy Manager are not able to agree whether such Co-Tenancy Manager Event of Default occurred, such dispute shall be submitted to dispute resolution pursuant to Article 16. Pending resolution of such dispute, the Co-Tenancy Manager shall continue performing its duties and obligations pursuant to this Agreement.

(b) Removal for Convenience. The Required Majority may remove the Co-Tenancy Manager for convenience upon ninety (90) days written notice.

(c) Successor Co-Tenancy Manager. No removal of the Co-Tenancy Manager by the Co-Tenants shall be effective unless and until a successor Co-Tenancy Manager is appointed. If the Co-Tenancy Manager is removed pursuant to this Section 9.6, a successor Co-Tenancy Manager shall be selected pursuant to the agreement of all of the Co-Tenants. Any Co-Tenancy Manager which is removed shall, in good faith, continue to undertake its duties and obligations as the Co-Tenancy Manager until such time as a successor Co-Tenancy Manager is appointed hereunder. If the Co-Tenants fail to select a replacement Co-Tenancy Manager within sixty (60) days of the decision to remove the Co-Tenancy Manager, the Parties shall avail themselves of the dispute resolution procedures set forth in Article 16. In addition, and provided that the removed Co-Tenancy Manager shall continue to be reimbursed for its services by the Parties as provided hereunder, the removed Co-Tenancy Manager shall cooperate with and assist the new Co-Tenancy Manager during any such transition period, including execution of all necessary documents and provision of all information and documentation that the new Co-Tenancy Manager may reasonably require to fulfill its duties and obligations hereunder.

(d) Resignation. The Co-Tenancy Manager shall have the right to resign as Co-Tenancy Manager for convenience and without any liability to any of the Parties upon ninety (90) days prior written notice to the Co-Tenants and their respective Secured Parties. The Co-Tenants shall appoint a successor Co-Tenancy Manager within this ninety (90) day period, during which period the Co-Tenancy Manager shall, in good faith, continue to undertake its duties and obligations as the Co-Tenancy Manager until such time as a successor Co-Tenancy Manager is appointed hereunder. If the Co-Tenants fail to select a replacement Co-Tenancy Manager within ninety (90) days of the Co-Tenancy Manager's notice of its intent to resign, the Co-Tenants shall avail themselves of the dispute resolution procedures set forth in Article 16. The Co-Tenancy Manager shall cooperate with the Co-Tenants in the transition of the

performance of the Co-Tenancy Manager's obligations to the Co-Tenants or a successor Co-Tenancy Manager until the conclusion of such ninety (90) day period; provided, however, that if the Co-Tenants are unable to select or agree upon a replacement Co-Tenancy Manager during such ninety (90) day period, the Co-Tenants may extend such ninety (90) day period for up to an additional sixty (60) days by providing the Co-Tenancy Manager written notice of their intention to extend such period at least thirty (30) days prior to the end of the initial ninety (90) day period. During any such time that the Co-Tenancy Manager is obligated pursuant to this Section 9.6 to perform its obligations hereunder, the Co-Tenancy Manager shall remain liable for the performance of such obligations in accordance with this Agreement as if no resignation notice had been delivered

(e) Co-Tenancy Manager Assignment. The Co-Tenancy Manager may assign this Agreement to an affiliate provided that such affiliate assumes all of the Co-Tenancy Manager's obligations hereunder whether accruing prior, on or after the date of such assignment.

(f) Liability. Co-Tenancy Manager shall be discharged and released from all liability accruing on and after the day Co-Tenancy Manager ceases to perform services hereunder.

9.7 Books and Records; Reporting Requirements.

(a) Maintenance or Records. The Co-Tenancy Manager shall maintain books and records in sufficient detail to verify amounts due and payable hereunder for a period of not less than three (3) years after the end of the calendar month to which they relate, and all such books and records shall be available for inspection and/or copying by each Co-Tenant and its Secured Parties or its authorized representative at the cost and expense of such Co-Tenant and at reasonable times during regular business hours, upon reasonable notice to the Co-Tenancy Manager.

(b) Quarterly Reports. The Co-Tenancy Manager shall provide quarterly reports (each a "Quarterly Report") to the Co-Tenants by the fifteenth (15th) day of the following quarter and attending such quarterly meetings as the Co-Tenants may reasonably request, including any special meetings called by the Co-Tenants; provided, however, the Co-Tenancy Manager receives at least seven (7) days' notice of such meetings, and such meetings either are held within forty (40) miles of the Projects, or may be attended telephonically. The Quarterly Reports shall provide the Co-Tenants with such information necessary to keep the Co-Tenants reasonably apprised of the maintenance and repair of the Shared Premises and Facilities, including such matters related thereto which may have a material impact on the operation, maintenance or repair of each Co-Tenant's Project.

9.8 Co-Tenancy Manager Fees and Expenses. The Co-Tenancy Manager shall be paid or reimbursed, to the extent consistent with the Approved Co-Tenancy O&M Budget or as approved in advance by Co-Tenants, for any unscheduled maintenance and repairs to and replacements of the Shared Facilities performed by the Co-Tenancy Manager on behalf of the Co-Tenants in accordance with Section 6.6. Except in the event of an Emergency, the Co-Tenancy Manager shall have the right to pre-invoice the Co-Tenants for any materials and components required to be provided hereunder, and not to proceed with the acquisition of such

materials and components unless payment has been received by the Co-Tenancy Manager for such materials and components.

9.9 O&M Agreements. Each Party that has entered into an O&M Agreement as of the Operative Date or at any time during the Term of this Agreement agrees that if and to the extent any land or equipment that is subject to the O&M Agreement constitutes Shared Facilities, Shared Premises or Easements, the provisions of this Agreement regarding such Shared Premises and Facilities or Easements and Co-Tenancy Manager's right and obligations with respect thereto, shall not limit or restrict the obligations of Co-Tenancy Manager as Operator under such O&M Agreement with respect to such Shared Premises and Facilities or Easements thereunder, provided, however, that (i) to the extent of any overlap or inconsistency between an O&M Agreement and this Agreement with respect to Shared Premises and Facilities, this Agreement shall control so long as more than one Party is a Co-Tenant hereunder, and (ii) if the Operator of a Party is not the Co-Tenancy Manager, the Operator shall not have the right to operate, maintain, repair, or replace the O&M Property, the O&M Facilities, or the Shared Facilities, but such Operator shall have the right to access the Shared Facilities, the O&M Property and the O&M Facilities upon reasonable notice to Co-Tenancy Manager on a temporary basis as is reasonably necessary to ensure such Operator will have all hardware and software connections necessary for the Operator to operate the Separate Facilities that such Operator is responsible for, and shall also have the right to access data from the O&M Facilities to the extent necessary to operate such Co-Tenant's Separate Facilities. The provisions of this Agreement regarding such Shared Premises and Facilities or Easements and Co-Tenancy Manager's right and obligations with respect thereto shall not relieve the Operator of its obligations and duties contained in an O&M Agreement, and Operator shall remain fully liable for all services to be performed by Operator under such O&M Agreement.

9.10 Planned Outages. Each Party shall provide to the Co-Tenancy Manager a copy of such Party's planned outage schedule for the Shared Facilities, which in turn shall be provided by Co-Tenancy Manager to Gratiot I so that Gratiot I may provide the combined schedule to DECo in order to comply with the Gratiot I Power Purchase Agreement. All planned outages must be implemented in accordance with the terms and conditions set forth in this Agreement regarding curtailments and temporary disconnections.

ARTICLE 10
INSURANCE

10.1 Insurance. With the exception of workers compensation insurance and unless the Co-Tenants otherwise agree, at the request of the Co-Tenants, the Co-Tenancy Manager shall, on behalf of the Co-Tenants, arrange for the coverage of insurance outlined below to be put in place for the Shared Premises and Facilities. With the exception of the cost of construction phase insurances insurance in the case of construction of a Subsequent Project, the cost for applicable coverage thereof shall be shared Pro-Rata by the Co-Tenants. The cost of construction phase insurances insurance in the case of construction of a Subsequent Project shall be paid by the constructing Party. Regardless of who shall arrange for the coverage of insurances, all insurances for the Shared Premises and Facilities shall be maintained in accordance with this Article 10.

10.2 Construction Phase Insurances

(a) Builder's All-Risk Insurance and Delay in Start Up Insurance. Without limiting any obligation of any Party to its Secured Parties, during any construction each Party (in the case of construction of a Subsequent Project) and the Co-Tenancy Manager (in the case of construction on an Implemented Project), shall procure or cause to be procured, and maintain or cause to be maintained, at its sole cost and expense (to be reimbursed by the Co-Tenants in the case of construction phase insurance on an Implemented Project obtained by the Co-Tenancy Manager) builder's all-risk insurance and delay in start up insurance in an amount (i) sufficient to replace any new or existing Shared Facilities which are subject to such construction and any new or existing Separate Facilities which are subject to such construction, (ii) to indemnify the Co-Tenancy Manager and Co-Tenants for any loss of revenue associated with their proportion of such Shared Facilities, and (iii) that is reasonably acceptable to the Party performing construction. Such policies shall name the Co-Tenancy Manager and each of the other Co-Tenants (and such Co-Tenants members) as a named insured and their Secured Parties as additional insureds.

(b) General Liability Insurance. Without limiting any obligation of any Party to its Secured Parties, the Party or Co-Tenancy Manager as the case may be, shall procure or cause to be procured, and maintain or cause to be maintained liability insurance covering the respective activities of the Co-Tenancy Manager and Parties on the site of the Projects or the Shared Premises, including general liability coverage and comprehensive automotive liability coverage. Such coverage shall (i) have a minimum combined occurrence and annual limitation of One Million Dollars ($1,000,000), provided that such amount may be provided as part of a blanket policy covering other properties owned by Affiliates of the Co-Tenancy Manager, (ii) contain a blanket broad form contractual endorsement and severability of interest clause, and (iii) designate the Co-Tenancy Manager and the Parties, the Secured Parties, and their respective officers, directors, employees and agents as additional insureds. Furthermore, if a policy is on a "claims made" basis, such coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Michigan for actions based on contract or in tort. If coverage is on an "occurrence" basis, insurance on an occurrence basis shall be maintained for the term of this Agreement.

(c) Workers Compensation. Without limiting any obligation of any Party to its Secured Parties, the Party or the Co-Tenancy Manager as the case may be shall independently obtain and maintain appropriate workers compensation insurance to provide minimum coverage to comply with any statutory obligation imposed by workers compensation or occupational disease laws.

10.3 Operational Phase Insurances

(a) Property damage and Business Interruption Insurance. Without limiting any obligation of any Co-Tenant to its Secured Parties, at the request of the Co-Tenants, during operations the Co-Tenancy Manager shall, on behalf of the Co-Tenants, procure or cause to be procured, and maintain or cause to be maintained property damage and business interruption insurance in an amount (i) sufficient to replace any existing Shared Facilities that may be affected by a loss, (ii) to indemnify the Co-Tenancy Manager and Co-Tenants for any loss of

revenue associated with their Undivided Interest in the Shared Facilities, and (iii) that is reasonably acceptable to the Co-Tenants. Such policies shall name the Co-Tenancy Manager and each of the other Co-Tenants as named insureds and their Secured Parties as additional insureds. If the Co-Tenants do not request Co-Tenancy Manager to procure or cause to be procured the insurance described in this Section 10.3(a), each Co-Tenant shall be responsible for and shall pay its pro rata share of any property damage to the Shared Facilities.

(b) General Liability Insurance. Without limiting any obligation of any Co-Tenant to its Secured Parties, at the request of the Co-Tenants, the Co-Tenancy Manager shall, on behalf of the Co-Tenants, procure or cause to be procured, and maintain or cause to be maintained liability insurance covering the respective activities of the Co-Tenancy Manager and Co-Tenants on the sites of the Projects or the Shared Premises, including general liability coverage and comprehensive automotive liability coverage. Such coverage shall (i) have a minimum combined occurrence and annual limitation of One Million Dollars ($1,000,000), provided that such amount may be provided as part of a blanket policy covering other properties owned by Affiliates of the Co-Tenancy Manager, (ii) contain a blanket broad form contractual endorsement and severability of interest clause, and (iii) designate the Co-Tenancy Manager as named insured and the Co-Tenants, the Secured Parties, and their respective officers, directors, employees and agents as additional insureds.

(c) Workers Compensation. Without limiting any obligation of any Co-Tenant to its Secured Parties, the Co-Tenancy Manager and each of the Co-Tenants shall independently obtain and maintain appropriate workers compensation insurance to provide minimum coverage to comply with any statutory obligation imposed by workers compensation or occupational disease laws.

(d) Separate Facilities. If any of the Co-Tenants contracts with the Co-Tenancy Manager to maintain, operate and carry insurance over its Separate Facilities, such Co-Tenant may elect to carry the operational insurance required for such Separate Facilities as part of the policy of insurance for the Shared Premises and Facilities; provided, however, such Co-Tenant shall pay any increase in insurance premiums resulting from its addition of its Separate Facility insurance to the insurance policy for the Shared Premises and Facilities.

10.4 Waiver of Claims For Insured Events.

(a) Notwithstanding anything to the contrary contained in this Agreement, each Co-Tenant and each Secured Party waives any and every claim that arises or may arise in its favor against Co-Tenancy Manager and any other Co-Tenant or Secured Party during the term of the Agreement for any and all loss of, or damage to any Shared Facilities, to the extent such loss or damage is an insured event covered by the insurance to be maintained in accordance with this Agreement; provided, however, the foregoing waiver shall not apply to any uninsured deductible or self-insured retention or to instances where the relevant insurer disputes that the relevant event of loss was an insured event covered by the applicable insurance policy.

(b) In the event of an insured event, all insurance proceeds (other than those applicable to third party or workers compensation losses) with respect to the Shared Facilities shall be pooled and Co-Tenancy Manager shall apply the proceeds to reconstruction to the extent

permitted under each Co-Tenant's arrangements with its Secured Parties. If there is uninsured loss or insurance proceeds are inadequate, if such uninsured loss is not subject to an action for which a Co-Tenant is obligated to indemnify other Co-Tenants pursuant to the terms of this Agreement, the Co-Tenants shall contribute additional amounts based on the Pro-Rata Share of each of the Shared Facilities damaged.

10.5 Form and Content of Insurance. Without limiting any obligation of any Party to its Secured Parties, all policies and binders with respect to insurance provided pursuant to this Article 10 shall be as follows:

(a) Form of Policies. All insurance provided for hereunder shall be placed on forms reasonably acceptable to Parties and Secured Parties.

(b) Insurance Companies. All insurance required hereunder shall be with insurers with an A.M. Best rating of A- or better or with insurers otherwise deemed acceptable to Co-Tenancy Manager, the Parties, and the Secured Parties.

(c) Severability. All liability insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

(d) Non-Recourse. All insurance shall provide that there will be no recourse against the additional insureds for the payment of premiums or commissions or (if such policies provide for the payment thereof) additional premiums or assessments.

10.6 Additional Requirements. Without limiting any obligation of any Party to its Secured Parties:

(a) Waiver of Subrogation. All insurance maintained by the Parties and Co-Tenancy Manager shall provide for the waiver of any right of subrogation by the insurers thereunder against the Co-Tenancy Manager, the Parties (and their Members) and their Secured Parties and their officers, directors, employees, agents and representatives, and any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy.

(b) Notice of Cancellation. All insurance shall provide that it may not be canceled or materially changed without giving all of the Parties (and their members if such Party has provided notice information for such Members to Co-Tenancy Manager), the Co-Tenancy Manager, and Secured Parties at least thirty (30) days prior written notification thereof, except in cases of non-payment of premium for which ten (10) days prior written notice shall be provided (unless a longer notice period for non-payment is agreed to by the relevant insurer).

(c) Certificates; Proof of Loss. As of the Operative Date prior to any entry on the site of a Project or the Shared Premises by a Party, the Co-Tenancy Manager and the Parties shall furnish certificates of insurance to the Co-Tenancy Manager and, upon request, to the other Parties and their respective Secured Parties (and their members if such Party has provided notice information for such Members to Co-Tenancy Manager), evidencing the insurance required of

such Co-Tenancy Manager or Party pursuant to this Agreement. Each of the Parties, the Secured Parties of the Parties and the Co-Tenancy Manager shall be listed as additional insureds on the policies of the other parties. The Co-Tenancy Manager or the Party maintaining each policy hereunder shall make all proofs of loss under each such policy, and shall take all other action reasonably required to ensure collection from insurers for any loss under any such policy, except that each of the Parties and the Co-Tenancy Manager shall cooperate and assist in the preparation of such proofs of loss and take such other actions on behalf of the Parties as may be requested by the Parties or the Co-Tenancy Manager.

(d) Payment of Deductibles and Self-Insured Retention Amounts. Each Party shall be responsible for deductibles or self-insured retention on a Pro-Rata basis in proportion to the amount of each Party's insurance recovery; provided, however, with respect to any claim under any policy provided by a Party that results from the negligence of Co-Tenancy Manager, Co-Tenancy Manager shall be responsible for the payment of such deductible, to the extent of such negligence, subject to Co-Tenancy Manager's limitations of liability as set forth in Article 9 hereof; provided, however, proceeds payable under any policy shall not apply against the limitations of liability amount in Article 9.

(e) Subcontractor Insurance. Co-Tenancy Manager shall require all subcontractors to carry adequate coverage in accordance with Co-Tenancy Manager's normal practice, prior to entry on the Shared Premises and during the time in which they are engaged in performing services to be furnished by Co-Tenancy Manager, and for such subcontractors to provide written evidence of such insurance and additional insured status prior to entry on the Shared Premises. Co-Tenancy Manager shall provide the Parties, upon request, with current certificates of insurance evidencing such coverage as may be reasonably requested. All such insurance policies shall name Co-Tenancy Manager, the Parties, and the Secured Parties of the Parties as additional named insureds.

(f) Notification. The Parties and the Co-Tenancy Manager agree to advise the other Parties and the Co-Tenancy Manager as soon as practicable in writing of any notice of claim to which insurance pursuant to this Article 10 applies.

(g) Co-Tenant's and Secured Party's Rights. Should the Co-Tenancy Manager or any Party fail to provide or maintain any of the insurance policies required of it and such failure continues for more than five (5) business days after notice of cancellation is provided pursuant to Section 10.6(b), the other Parties shall have the right to provide and/or maintain such coverage at such Co-Tenancy Manager or Party's expense.

(h) Additional Insured. As applicable, coverage provided by the policies described in this agreement shall include as their interests may appear, the Parties, the Co-Tenancy Manager, and the Secured Parties as "additional insured".

(i) Loss Payable. The Parties, the Co-Tenancy Manager, and the Secured Parties or their agent shall be "loss payees" as their interests may appear under construction phase builders all-risk and operational phase property all-risk insurance.

ARTICLE 11
ASSIGNMENTS AND RIGHT TO ENCUMBER

11.1 Assignment by Co-Tenants. Except as permitted by Sections 11.2 and 11.3, no Party shall assign, sell, dispose of, give or otherwise transfer (collectively, for the purposes of this Article 11, referred to as "Assign" or an "Assignment") all or any portion of its Undivided Interests or its rights under this Agreement, whether voluntarily, by operation of law, at judicial sale or otherwise, to any person.

11.2 Procedures. Notwithstanding the foregoing, a Party may Assign all or any portion of its Undivided Interest or its rights under this Agreement provided that all of the following conditions are satisfied:

(a) the assignee will, as of the effective date of such assignment, own the Project of the assigning Party;

(b) a counterpart of the instrument of Assignment, executed by the parties thereto, is delivered to the other Parties;

(c) the assignee assumes and consents in writing to be bound by all of the terms and obligations of this Agreement in the place and stead of the assigning Party accruing before and after the date of such assignment;

(d) all necessary prior approvals have been obtained from FERC and/or the MPSC and any other Governmental Authority with jurisdiction over the Shared Facilities or the Separate Facilities;

(e) the assignee is classified as an entity taxable under federal income tax law;

(f) the assignee cures any Co-Tenant defaults and Events of Default of the assigning Party; and

(g) the assigning Party agrees to remain liable for any unpaid amounts due pursuant to this Agreement that accrued prior to the effective date of such Assignment.

Upon an Assignment that satisfies all of the foregoing conditions, the assigning Party shall be released from any further obligations accruing pursuant to this Agreement from and after the effective date of such Assignment, except for those described in subsection (g) above. Any purported Assignment that does not satisfy all of the foregoing conditions shall be null and void and of no effect and the Co-Tenant making such an Assignment shall remain liable for all of its rights and obligations under this Agreement.

11.3 Right to Encumber.

(a) Right to Encumber. The Co-Tenancy Manager and each Party specifically agree that any Party may at any time mortgage, pledge, collaterally assign, encumber, or grant a security interest in its own Undivided Interest and in its rights under this Agreement to any Secured Party. The Co-Tenancy Manager and each Party also agree that it shall, at any time and

from time to time during the term of this Agreement, after receipt of a written request by another Party, execute and deliver to the other Party and that Party's Secured Party, as designated in such request, such estoppel certificates and consents as may be reasonably requested by a Party or that Party's Secured Parties confirming among other things (i) each percentage amount of a Co-Tenant's Undivided Interests in each respective Shared Premises and Facilities, (ii) that there are no known Co-Tenant defaults under this Agreement, (iii) the current Capital Costs, and (iv) such other matters as may be reasonably requested. The rights of any Secured Party in and to any Shared Premises and Facilities shall at all times be subject to the terms and conditions of this Agreement regarding such Shared Premises and Facilities.

(b) Pledge, Collateral Assignment or Encumbrance. Should a Party mortgage, pledge, collaterally assign or encumber its Undivided Interest and its rights under this Agreement as provided in Section 11.3(a) above, subject to such Secured Party having provided each Party and Co-Tenancy Manager with an address for notices as set forth within the definition of "Secured Party", the Parties expressly agree among themselves and for the benefit of any Secured Party that (i) any notice required to be given to any Party pursuant to this Agreement shall also be given to the Party's Secured Party, (ii) no Party shall amend this Agreement in any material respect absent the prior written consent of all the Secured Parties, (iii) upon the occurrence of a default by a Party hereunder, the non-defaulting Parties declaring such default shall also provide written notice to the Secured Parties of the defaulting Party of such default (and accept such Secured Party's cure of such default), (iv) following a Co-Tenant default, such defaulting Co-Tenant's Secured Party shall have the right to cure or cause to be cured the Co-Tenant default, provided that such Secured Party shall be entitled to cure such Co-Tenant default during the period granted to such Co-Tenant for cure pursuant to this Agreement and any additional cure periods provided under the Security Documents, not to exceed the following additional time periods: (A) thirty (30) days for a Co-Tenant default described in Section 13.1(a); and (b) sixty (60) days in the event of any Co-Tenant default set forth in Sections 13.1(b) – (g); provided, however, that such sixty (60) day period shall be extended for the time reasonably required by the Secured Party to complete such cure not to exceed one hundred twenty (120) days, and (v) in case of the termination of this Agreement under Section 12.1(a) below as a result of any Co-Tenant's Event of Default under Sections 13.1(b) or (d) (such Co-Tenant, the "Insolvent Party"), (A) the other Parties shall give prompt notice of such termination to the Secured Parties of the Insolvent Party, and (B) the other Parties shall, upon written request of the first priority Secured Party of the Insolvent Party, made within ninety (90) days after such written notice to such Secured Party, permit such Secured Party (or its designee) to execute and enter into a new co-tenancy agreement with the remaining Parties within sixty (60) days after the receipt of such request, effective as of the date of the termination of this Agreement upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new co-tenancy agreement, the Secured Parties (or their designee) of the Insolvent Party shall (A) pay the remaining Parties any amounts that are due to the remaining Parties from the Insolvent Party, (B) pay the Co-Tenancy Manager any and all amounts which would have been due from the Insolvent Party under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new co-tenancy agreement, and (C) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by the Insolvent Party to the extent that the Insolvent Party failed to perform the same prior to the execution and delivery of the new co-tenancy agreement. A Secured Party (or its designee) shall only be liable under

this Agreement while it is in possession of or is the owner of an Undivided Interest, and only to the extent of its interest in the Insolvent Party's assets in which case such Secured Party shall be subject to all of the terms and conditions set forth herein.

11.4 Expenses. All reasonable expenses, including reasonable attorneys' fees, incurred by the Co-Tenancy Manager or any Party in connection with (a) the Assignment or proposed Assignment of another Party's Undivided Interest and its rights under this Agreement after such Party's Commercial Operation Date, or (b) the actual or proposed pledge, collateral assignment, encumbrance, or grant of a security interest in a Party's Undivided Interest and its rights under this Agreement to a Secured Party, shall be reimbursed by such Party making the Assignment or granting the security interest.

ARTICLE 12
TERM AND TERMINATION

12.1 Term and Termination. Notwithstanding anything herein to the contrary, with the exception of DECo, the rights and obligations of the Parties and the Co-Tenancy Manager under this Agreement shall not commence until the Operative Date occurs. With respect to DECo, the rights and obligations of DECo under this Agreement shall not commence, and DECo shall not become a "Co-Tenant" hereunder, until the occurrence of the DECo Commencement Date. Subject to the preceding two sentences, the term (the "Term") of this Agreement shall begin on the Contract Date and shall terminate, subject to obtaining any necessary prior FERC and/or MPSC approvals for such termination, upon the first occurrence of one of the following: (a) a single Co-Tenant or Secured Party becoming the owner of the entire ownership interest in all of the Easements and the Shared Premises and Facilities (after a second Party becomes a Co-Tenant hereto), or (b) the mutual agreement of all the Co-Tenants, with the consent of the then-existing Secured Parties. If the Operative Date has not occurred, or with respect solely to DECo, the DECo Commencement Date has not occurred, or no Party has become a Co-Tenant hereunder, on or before December 31, 2013, then this Agreement shall be of no further force or effect, subject to obtaining any necessary prior FERC and/or MPSC approvals for such termination.

12.2 Surrender and Assignment of Undivided Interest. Any Co-Tenant who wishes to abandon and decommission its Project may elect, or non-defaulting Co-Tenants may require a defaulting Co-Tenant, pursuant to Section 13.3(a)(iv) hereof, to convey its Undivided Interest and assign its rights hereunder to the other Co-Tenants in accordance with their respective Pro-Rata Shares (calculated without reference to the Undivided Interest of the surrendering Co-Tenant in either the numerator or the denominator) and, thereupon, to cease to have any right, title or interest in the Easements, the Shared Premises and Facilities or its Undivided Interest (such Co-Tenant a "Surrendering Co-Tenant"). The Surrendering Co-Tenant must (a) deliver all instruments of transfer as may be necessary or appropriate to effect the conveyance of its Undivided Interest and assignment of its rights hereunder to, and which are reasonably satisfactory to, the remaining Co-Tenant(s), (b) assign and convey to the remaining Co-Tenant(s) of all its rights under this Agreement, provided, however, that (x) any such surrender of an encumbered Undivided Interest may only be surrendered with the written consent of each Secured Party that holds a security interest in such Undivided Interest and a release of such Secured Party's security interest being provided by such Secured Party, provided, however, that in the case of a surrender pursuant to Section 13.3(a)(iv), such Secured Party shall have no rights

under this Section 12.2(x) if such Secured Party has failed to exercise its cure rights, or its cure rights have expired under Section 11.3(b)(iv), and (y) all necessary prior FERC and/or MPSC approvals must be obtained and all parties including the Surrendering Co-Tenant must take all reasonable steps to obtain such FERC and/or MPSC approval at the Surrendering Co-Tenant's sole cost and expense, and (c) cure all Co-Tenant Events of Default then existing. The Surrendering Co-Tenant shall remain fully responsible for, and shall pay its Pro-Rata Share of, all Shared O&M Expenses of such Surrendering Co-Tenant through the effective date of its surrender of its Undivided Interest and shall at all times continue to pay any Separate O&M Expenses with respect to its Separate Facilities and all costs, including reasonable attorneys' fees, incurred by any of the parties in obtaining FERC and/or MPSC approval of such surrender. No surrender of a Co-Tenant's Undivided Interest shall relieve the Surrendering Co-Tenant of any of its obligations under this Agreement, the Easements, the Interconnection Agreement or Power Purchase Agreement or any other agreement entered into pursuant to this Agreement, or its obligations hereunder with respect to its Separate Facilities, unless expressly provided for in this Agreement, or in a writing among the Co-Tenants.

12.3 Decommissioning of a Project. Any Surrendering Co-Tenant shall provide sixty (60) days written notice of its intent to decommission and abandon its Project to the other Co-Tenants and the Co-Tenancy Manager (the "Withdrawal Notice"). The Surrendering Co-Tenant shall be responsible for the decommissioning and removal of its Separate Facilities and for all related actions taken and costs incurred by the other Co-Tenants as a result of such Co-Tenant's abandonment of its Project. If the Surrendering Co-Tenant fails to properly decommission and remove its Separate Facilities, if any such failure could reasonably create a liability for the remaining Co-Tenants, the Co-Tenancy Manager may, subject to the direction and control of the remaining Co-Tenants, decommission and remove same on behalf of such Surrendering Co-Tenant, but only to the extent necessary to avoid the aforementioned liability, and shall charge the Surrendering Co-Tenant all reasonable and necessary costs incurred to accomplish such decommissioning and removal, including, but not limited to, costs incurred in the restoration of the Shared Premises as required by the Easements (collectively, the "Withdrawal Costs"). The Co-Tenancy Manager shall administer the calculation, collection, and distribution of the Withdrawal Costs, as follows:

(a) The Co-Tenancy Manager shall estimate the Withdrawal Costs and shall provide written notice of such costs to the Surrendering Co-Tenant within forty five (45) days after Co-Tenancy Manager has received the Withdrawal Notice. The Co-Tenancy Manager may engage a third party consultant to assist in the calculation of the Withdrawal Costs, in which case, such consulting fees shall be paid by the Surrendering Co-Tenant.

(b) The Surrendering Co-Tenant shall, within thirty (30) days of the receipt of the written notice of the Withdrawal Costs, pay the Withdrawal Costs to the Co-Tenancy Manager. The Withdrawal Costs shall be maintained by the Co-Tenancy Manager in a reserve account and used by the Co-Tenancy Manager for the payment of Shared O&M Expenses (to the extent such amounts were collected from the Surrendering Co-Tenant as provided above) to be applied for the benefit of the remaining Co-Tenants in accordance with their Pro-Rata Shares and for removal of Shared Facilities and the restoration of the Shared Premises, as necessary.

(c) Any dispute in regard to the amount of the Withdrawal Costs shall be submitted to dispute resolution pursuant to the terms of Article 16.

(d) A Surrendering Co-Tenant who fails to pay the Withdrawal Costs shall immediately file for all FERC approvals necessary to cease and desist from the use of the Shared Premises and Facilities and its Separate Facilities, and upon obtaining the necessary prior FERC approvals, forfeit all of its Undivided Interests hereunder to the other Co-Tenants, and cease and desist from such use; provided that the Co-Tenants shall also have obtained any necessary FERC approvals with respect to such forfeit and transfer of the Undivided Interests. Any Undivided Interest of the Surrendering Co-Tenant transferred or surrendered to the other Co-Tenants shall be allocated to the other Co-Tenants in accordance with their respective Pro-Rata Shares.

12.4 Distribution on Termination of this Agreement. In the event that the Co-Tenants decide to decommission all of the Projects and to proceed with the removal of the Shared Facilities and the Separate Facilities, the Co-Tenancy Manager shall take account of all the Co-Tenants' joint assets, including the Shared Premises and Facilities, joint liabilities, and existing third party agreements and, subject to the direction and control of the Co-Tenants and obtaining any necessary FERC and/or MPSC approvals to dispose of the Shared Premises and Facilities, shall proceed with the liquidation thereof. The Co-Tenants' joint assets shall be liquidated under the supervision of the Co-Tenancy Manager as promptly as is consistent with obtaining a reasonable value therefor, and the proceeds therefrom, together with any assets distributed in-kind, shall be applied and distributed as follows:

(a) To the payment of debts and liabilities of the Co-Tenants to third parties in connection with the Shared Premises and Facilities which are then due and the expenses of liquidation on a pro-rata and pari passu basis, based upon each Co-Tenant's Pro-Rata Shares in the Shared Premises and Facilities as of the date of liquidation.

(b) To the setting up of any reserves which are reasonably necessary for any contingent or unforeseen liabilities or obligations or debts not yet payable by the Co-Tenants in connection with the Shared Premises and Facilities, including any reserves to pay costs associated with the decommissioning and removal of the Shared Facilities or any Separate Facilities not yet removed by a Co-Tenant.

(c) Any sum remaining shall be distributed for the Shared Premises and Facilities, on a pro-rata basis, based upon each Co-Tenant's Pro-Rata Share in the Shared Premises and Facilities.

(d) At the request of and subject to the direction and control of the Co-Tenants and obtaining any necessary FERC or MPSC approval for such disconnection, the Co-Tenancy Manager may, in order to effectuate the liquidation of the Co-Tenants' joint assets, disconnect the Shared Facilities and the Separate Facilities from the Interconnection Facilities and the Projects.

12.5 Valuation and Distribution of Non-Cash Distributions. To the extent that non-cash consideration is distributed in kind as permitted herein, the fair value of such assets shall first be determined by an independent valuation expert selected by the Co-Tenants, including

separate valuations for each of the Shared Premises and Facilities, and the distribution of assets shall be made in accordance with such valuation.

ARTICLE 13
DEFAULT AND REMEDIES

13.1 Co-Tenant Events of Default

The following shall each constitute a default by a Co-Tenant under this Agreement (a "Co-Tenant Event of Default"):

(a) failure by a Co-Tenant to pay in full any amount due and payable hereunder when due, or any monetary judgment awarded by a court of competent jurisdiction which is not being appealed within sixty (60) days of such judgment, where such failure is not cured within thirty (30) days after written notice of such failure; provided, however, that such period shall be extended for so long as the defaulting Co-Tenant is disputing in good faith such amount pursuant to the procedures set forth in Article 16;

(b) a Co-Tenant Bankruptcy Event;

(c) a breach, or the cause of a breach, by such Co-Tenant of an Easement and a failure to cure such breach within the cure period permitted by such Easement less, in each instance, the following reduced time periods: (a) ten (10) days in the event of any monetary default; and (b) twenty (20) days in the event of any non-monetary default; provided that promptly after receiving written notice of any breach of a Easement, the defaulting Co-Tenant shall provide a copy thereof to the other Parties and the Co-Tenancy Manager;

(d) levy, seizure, assignment or sale of a substantial part of the property of a Co-Tenant for or by any creditor or Governmental Authority that materially affects the rights of any other Co-Tenants under this Agreement or the Co-Tenancy Manager's ability to perform under this Agreement;

(e) a breach of a representation or warranty provided by a Co-Tenant under this Agreement, where such breach is not cured within thirty (30) days after written notice thereof from one or more non-defaulting parties; provided, that if such breach cannot reasonably be cured within the thirty (30) day period, and if such Co-Tenant has commenced and is diligently pursuing such cure and provides the other Parties with adequate assurance of due performance, the cure period shall be extended to not more than one hundred twenty (120) days after the written notice of default, as shall be necessary for such Co-Tenant to cure the breach with all due diligence and dispatch, or such lesser period of time as may be provided in any Financing Documents, Investment Documents or Project Agreements to which a Co-Tenant is a party or by which it is bound;

(f) a breach by a Co-Tenant in observing or performing any of its obligations set forth in this Agreement, other than those described in clause (a) through (e) above; provided such breach is not cured within thirty (30) days after written notice thereof from one or more non-defaulting parties; and provided further that if such breach cannot reasonably be cured within the thirty (30) day period, and if such Co-Tenant has commenced and is diligently

pursuing such cure and provides the other parties with adequate assurance of due performance, the cure period shall be extended to not more than one hundred twenty (120) days after the written notice of default, as shall be necessary for such Co-Tenant to cure the breach with all due diligence and dispatch, or such lesser period of time as may be provided in any Financing Documents, Investment Documents or Project Agreements to which a Co-Tenant is a party or by which it is bound;

(g) a breach of or default by a Co-Tenant of an obligation in theInterconnection Agreement, a Power Purchase Agreement, a Financing Document, Investment Document or Project Agreement to which such Co-Tenant is a party or by which it is bound that affects the rights of any of the other Co-Tenants under this Agreement or the Co-Tenancy Manager's ability to perform under this Agreement, and a failure by such Co-Tenant to cure such breach within the time period provided by such agreements, as applicable.

13.2 Co-Tenancy Manager Events of Default.

The following shall each constitute a default by the Co-Tenancy Manager under this Agreement (a "Co-Tenancy Manager Event of Default"):

(a) failure to pay in full any amount due and payable hereunder when due, where such failure is not cured within thirty (30) days after written notice of such failure; provided, however, that such period shall be extended for so long as the defaulting Co-Tenant is disputing in good faith such amount pursuant to the procedures set forth in Article 16;

(b) a Co-Tenancy Manager Bankruptcy Event;

(c) a breach, or the cause of a breach, of an Easement and a failure to cure such breach within the cure period permitted by such Easement less, in each instance, the following reduced time periods: (a) ten (10) days in the event of any monetary default; and (b) twenty (20) days in the event of any non-monetary default; provided that promptly after receiving written notice of any breach of a Easement, the Co-Tenancy Manager shall provide a copy thereof to the Co-Tenants;

(d) levy, seizure, assignment or sale of a substantial part of the property of the Co-Tenancy Manager for or by any creditor or Governmental Authority that materially affects the rights of any of the Co-Tenants under this Agreement or the Co-Tenancy Manager's ability to perform under this Agreement;

(e) a breach of a representation or warranty provided by the Co-Tenancy Manager under this Agreement, where such breach is not cured within thirty (30) days after written notice thereof from one or more non-defaulting parties; provided, that if such breach cannot reasonably be cured within the thirty (30) day period, and if the Co-Tenancy Manager has commenced and is diligently pursuing such cure and provides the other Parties with adequate assurance of due performance, the cure period shall be extended to not more than one hundred twenty (120) days after the written notice of default, as shall be necessary to cure the breach with all due diligence and dispatch, or such lesser period of time as may be provided in any Financing Documents, Investment Documents or Project Agreements to which the Co-Tenancy Manager is a party or by which it is bound;

(f) a breach by the Co-Tenancy Manager in observing or performing any of its obligations set forth in this Agreement, other than those described in clause (a) through (e) above; provided such breach is not cured within thirty (30) days after written notice thereof from one or more of the non-defaulting parties; and provided further that if such breach cannot reasonably be cured within the thirty (30) day period, and if such Co-Tenant has commenced and is diligently pursuing such cure and provides the other parties with adequate assurance of due performance, the cure period shall be extended to not more than one hundred twenty (120) days after the written notice of default, as shall be necessary for to cure the breach with all due diligence and dispatch, or such lesser period of time as may be provided in any Financing Documents, Investment Documents or Project Agreements to which the Co-Tenancy Manager is a party or by which it is bound;

(g) a breach of or default by the Co-Tenancy Manager of an obligation in the Interconnection Agreement, a Power Purchase Agreement, a Financing Document, Investment Document or Project Agreement to which the Co-Tenancy Manager is a party or by which it is bound, and a failure by the Co-Tenancy Manager to cure such breach within the time period provided by such agreements, as applicable.

13.3 Remedies.

(a) If a Co-Tenant Event of Default has occurred and is continuing, the non-defaulting Co-Tenants jointly and severally or the Co-Tenancy Manager, on behalf of the non-defaulting Co-Tenants (upon written direction from the non-defaulting Co-Tenants and subject to their direction and control), shall have the following remedies:

(i) To bring an action for an injunction or to specifically enforce the provisions of this Agreement (the Co-Tenants agree that if any Co-Tenant breaches this Agreement, the injury to the other Co-Tenants will be irreparable and money damages alone will not be an adequate remedy);

(ii) To receive amounts payable under the indemnities contained herein;

(iii) In its sole and absolute discretion, to cure the Co-Tenant Event of Default by making or tendering the required payment or performance; provided that the curing Co-Tenant shall provide at least ten (10) days prior written notice to the defaulting Co-Tenant that it is going to undertake such cure and any such reasonable amounts paid by the non-defaulting Co-Tenant (or the Co-Tenancy Manager on behalf of the non-defaulting Co-Tenants), including all reasonable attorneys' fees and costs, shall be treated as a loan to the defaulting Party, which loan shall accrue interest until repaid in full at the Default Interest Rate;

(iv) Solely in the case of a Co-Tenant Event of Default set forth in Sections 13.1(a), (d) or (g) (but in the case of (g) only if such Event of Default is material in nature), disconnection of the defaulting Co-Tenant's Project from the Shared Premises and Facilities to the extent permitted under and in accordance with Section 8.5; and in the case of a Co-Tenant Event of Default set forth in Section 13.1(a), provided that the Co-Tenant is provided an additional one hundred twenty (120) days to cure such Co-Tenant Event of Default prior to such disconnection; provided, however, that the defaulting Co-Tenant's Project shall be permitted to

reconnect promptly, and the Co-Tenancy Manager shall promptly take all actions necessary for such reconnection, when and if (A) the Co-Tenant Event of Default is cured, and (B) any and all damages suffered and incurred by the non-defaulting parties have been compensated or agreed to be compensated within thirty (30) days with adequate assurances of payment satisfactory to the non-defaulting parties, excluding, however, any revenue losses incurred or suffered by such non-defaulting parties during the period of disconnection of the Shared Premises and Facilities or Separate Facilities (which such Parties shall nonetheless be entitled to pursuant to Section 8.5); and

(v) If a defaulting Party's Project is disconnected from the Shared Premises and Facilities pursuant to Section 13.2(a)(iv) and remains disconnected due to a failure by the defaulting Party to cure the default that led the non-defaulting Party to demand disconnection for a period of one hundred eighty (180) days, the non-defaulting Co-Tenants may, but only by unanimous agreement, require that the defaulting Party surrender all or any portion of the Shared Premises and Facilities pursuant to Section 12.2; and

(vi) To exercise any and all other rights and remedies which any one or more of the parties might otherwise have at law or in equity.

(b) If a Co-Tenancy Manager Event of Default has occurred and is continuing, any non-defaulting Co-Tenant shall have the following remedies, which shall be the sole and exclusive remedies of the Co-Tenants for a Co-Tenancy Manager Event of Default:

(i) To remove the Co-Tenancy Manager for cause pursuant to the procedures set forth in Section 9.6;

(ii) In its sole and absolute discretion, to cure the Co-Tenancy Manager Event of Default by making or tendering the required payment or performance; provided that any such reasonable amounts paid by the non-defaulting Party, including all reasonable attorneys' fees and costs, shall be treated as a loan to the Co-Tenancy Manager, which loan shall accrue interest until repaid in full at the Default Interest Rate;

(iii) To bring an action to specifically enforce the provisions of this Agreement; and

(iv) To exercise any and all other rights and remedies which any one or more of the Parties might otherwise have at law or in equity.

ARTICLE 14
REPRESENTATIONS AND WARRANTIES

14.1 Representations and Warranties of Co-Tenants and Co-Tenancy Manager. As of the Contract Date, each Party represents and warrants for the benefit of the other Parties and the Co-Tenancy Manager, and the Co-Tenancy Manager represents and warrants for the benefit of the Parties as follows:

(a) It is a limited liability company or corporation, duly organized and existing in good standing under the laws of the state of its formation or incorporation, qualified

to do business in the State of Michigan, and has the requisite power and authority to enter into this Agreement.

(b) This Agreement has been duly authorized and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms; and the execution and delivery of this Agreement and, except as otherwise set forth herein, performance of its obligations hereunder will not require the approval of any Governmental Authority and will not contravene, conflict with or result in the breach or violation of any document to which it is bound or in any law, rule or regulation.

(c) Except as otherwise set forth herein, it possesses all requisite power and authority and required permits, consents and licenses (if any) to perform this Agreement and to carry out the transactions contemplated herein.

(d) No suit, action or arbitration, or legal, administrative or other proceeding is pending or, to its knowledge, threatened against it that would affect the validity or enforceability of this Agreement or the ability of it to fulfill its obligations and commitments hereunder.

(e) It is and shall not cease to be classified as an entity taxable under federal income tax law without consent of the other Co-Tenants, which consent shall not be unreasonably withheld, conditioned or delayed (this representation and warranty is not applicable to the Co-Tenancy Manager).

ARTICLE 15
INDEMNITY; LIMITATIONS OF LIABILITY

15.1 Cross Indemnity.

(a) Except as otherwise provided herein, each Party, for and on behalf of itself and its agents, successors and assigns, shall defend, indemnify and hold harmless each of the other Parties and their respective directors, officers, partners, members, Affiliates (except for the Co-Tenancy Manager), contractors, employees, agents, successors and assigns, from and against any and all losses, liabilities, claims and damages suffered or incurred to the extent they (i) are a result of the negligent acts or omissions, bad faith, or recklessness or willful misconduct of the indemnifying Party or its directors, officers, partners, members, Affiliates, employees, agents, successors and assigns, in connection with the performance of its duties and obligations hereunder, (ii) are a result of any breach of or default by the indemnifying Party hereunder beyond applicable cure periods, or (iii) all third party liability claims and property damage incurred or suffered as a result of such Party, or Parties as the case may be, operation, maintenance, construction, installation, and removal of Shared Facilities, Replacement Components, Additional Facilities, Collection Facilities, and Separate Facilities, except to the extent caused by the indemnified Party's contributory, comparative or gross negligence or bad faith, or recklessness or willful misconduct, and not otherwise covered by the insurance required by Article 10.

(b) Notwithstanding the provisions of Section 15.1(a) above or any provisions in this Agreement to the contrary, a Party's sole and exclusive remedy for losses in revenues and

other Consequential Damages due to the inability to generate, transmit or sell electricity during a period of disconnection of any Shared Facilities that arises due to the connection, repair or replacement of any Shared Facilities or Separate Facilities or due to the negligence of a Party, Co-Tenancy Manager, or agent or employee of a Party, Co-Tenancy Manager or any contractor or subcontractor of any tier, shall be such Party's Net Revenue Losses. The parties agree the actual Consequential Damages arising due to such disconnection would be difficult to compute and the methodology for determining such damages is a good faith estimate of the calculations utilized to determine the actual Consequential Damages that would be suffered.

15.2 Limitations of Liability. THE PARTIES HEREBY AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY CONTAINED HEREIN.

ARTICLE 16
DISPUTE RESOLUTION

16.1 Disputes.

(a) Except as otherwise provided in this Agreement, in the event a dispute arises between or among the parties regarding the application or interpretation of any provision of this Agreement, the party alleging the dispute shall promptly notify the other party or parties of the dispute in writing. If the parties shall have failed to resolve the dispute within ten (10) days after delivery of such written notice, each party shall, within five (5) days of receipt of a written demand from the other party to do so, direct its Party Representative or the Co-Tenancy Manager Representative to confer in good faith within five (5) days with the other Party Representatives or Co-Tenancy Manager Representative to resolve the dispute. Should the parties be unable to resolve the dispute to their mutual satisfaction within fifteen (15) days, each party shall have the right to pursue the resolution of such dispute in accordance with the provisions of Section 16.2.

(b) Unless stated otherwise herein, all disputes shall be resolved in accordance with the dispute resolution procedures set forth in this Article 16. Notwithstanding the foregoing, (a) the parties may at any time seek injunctive relief from a court of competent jurisdiction, and (b) nothing herein shall prevent a party from defending or pursuing any claim in a court or other proceeding against a third party that has been initiated by such third party. In the event any dispute involves common issues of fact, liability or responsibility with any dispute or controversy under any other agreement (including the Gratiot I Power Purchase Agreement, the Build-Transfer Agreement, the Interconnection Agreement, and any Project Agreement), each of the parties agrees, where reasonably justified, to join such dispute with such other disputes and controversies to seek a common resolution of all such matters.

(c) Notwithstanding the foregoing, to the extent that the MPSC has jurisdiction over any of the Shared Premises and Facilities or the Separate Facilities, nothing in

this Article 16 shall prevent any party from seeking resolution of a dispute from the MPSC, provided that the other parties hereto may contest such jurisdiction.

16.2 Dispute Resolution.

(a) Agreement to Arbitrate Disputes. Any controversy, claim or dispute between or among the parties arising out of or related to this Agreement or the breach thereof that cannot be settled amicably by the parties that is submitted to binding arbitration shall be submitted for arbitration by a single arbitrator in accordance with the provisions contained herein and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall determine all questions of fact and law relating to any controversy, claim, or dispute hereunder, including but not limited to whether or not any such controversy, claim, or dispute hereunder is subject to the arbitration provisions contained herein.

(b) Commencement of Proceedings. Any party desiring arbitration (the "Demanding Party") shall serve on the other parties and their Secured Parties, and the Office of the American Arbitration Association in Southfield, Michigan, in accordance with the Rules, its demand for arbitration (the "Demand"), accompanied by the name of the person chosen by the Demanding Party to select an arbitrator. The other parties shall choose a second person to select an arbitrator, and the two persons so chosen shall select the arbitrator. If the other parties upon whom the Demand is served fail to choose a person to select an arbitrator and advise the Demanding Party of their selection within fifteen (15) days after receipt of the Demand, the person chosen by the Demanding Party shall select the arbitrator. If the two persons chosen by the parties cannot agree upon an arbitrator within ten (10) days after the designation of the second person, the arbitrator shall be selected in accordance with the Rules. Subject to their Security Documents, such parties' Secured Parties shall have the right to participate in any arbitration proceedings. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration.

(c) Location. All arbitration proceedings shall be held in Detroit, Michigan.

(d) Filing Deadlines. Notice of the Demand shall be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The Demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

ARTICLE 17
GENERAL PROVISIONS

17.1 Notices. Any notice required or authorized to be given hereunder or any other communications between the parties shall be in writing (unless otherwise provided) and shall be served personally or by reputable express courier service or by facsimile transmission addressed to the relevant party at the address stated below or at any other address notified by that party to

the others as its address for service. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served two (2) working days after the same shall have been delivered to the relevant courier, and any notice so given by facsimile transmission shall be deemed to have been served on dispatch; provided that such facsimile notice is transmitted during "business hours" in the primary recipient's location (which, for purposes of this Section17.1, shall mean any time before 5:00 p.m. on a day that is not a Saturday, Sunday or legal holiday in the state where such recipient is located) and otherwise shall be deemed to have been served upon the commencement of the next succeeding "business hours" in the recipient's location. As proof of such service it shall be sufficient to produce a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee or an activity report of the sender's facsimile machine showing the correct facsimile number of the party on whom notice is served and the correct number of pages transmitted and the date of dispatch.

The parties' addresses for service are as follows, although each party may change its address for service by written notice to the other parties given as provided in this Section 17.1:

If to Gratiot I:	Gratiot County Wind LLC c/o Invenergy Wind Development LLC One South Wacker Drive, Suite 1900 Chicago, Illinois 60606 Attention: Director of Development (Gratiot I Project) With cc to attention of: Joseph Condo Facsimile: 312-224-1444
Gratiot I's Secured Party:	
If to IWDM:	Invenergy Wind Development Michigan LLC One South Wacker Drive, Suite 1900 Chicago, Illinois 60606 Attention: Director of Development (Gratiot I Project) With cc to attention of: Joseph Condo Facsimile: 312-224-1444
If to Gratiot II:	Gratiot County Wind II LLC c/o Invenergy Wind Development LLC One South Wacker Drive, Suite 1900 Chicago, Illinois 60606 Attention: Director of Development (Gratiot II Project) With cc to attention of: Joseph Condo Facsimile: 312-224-1444
Gratiot II's Secured Party:	
If to DECo:	The Detroit Edison Company 414 South Main Street, Suite 300 Ann Arbor, MI 48104

Attention: Generation Optimization-Midstream Optimization
Facsimile: 734-887-4051

With a copy to:
The Detroit Edison Company
One Energy Plaza, 688 WCB
Detroit, Michigan 48226
Attention: General Counsel
Facsimile: 313 235-8500

If to Co-Tenancy Manager:
Invenergy Services LLC
One South Wacker Drive, Suite 1900
Chicago, Illinois 60606
Attention: Asset Manager
With cc to attention of: Joseph Condo
Facsimile: 312-224-1444

17.2 Survival of Rights. The Easements, the rights, interests and obligations thereunder and each Co-Tenant's Undivided Interest, shall be held, conveyed, hypothecated, encumbered, transferred and used subject to the covenants, terms and provisions set forth in this Agreement, which shall be binding upon and inure to the benefit of the Co-Tenants and any other person and entity having any interest therein during their ownership thereof, and their respective grantees, assignees, transferees, heirs, legatees, executors, administrators, successors and assigns, and all persons claiming under them. To the maximum extent permitted by law, the covenants set forth in the exhibits to this Agreement shall be deemed to run with the Easements, the rights, interests and obligations thereunder, each Co-Tenant's Undivided Interest and each portion thereof and interest therein, as equitable servitudes.

17.3 Amendment. Any changes to this Agreement shall require the written approval of all of the Parties and the Co-Tenancy Manager and shall be subject to FERC approval pursuant to Section 17.4 below, MPSC approval pursuant to Section 17.5 below and all other required approvals of any Governmental Authority.

17.4 FERC Approval. The parties acknowledge and agree that: (a) this Agreement will be publicly available through its filing with FERC for acceptance under Section 205 of the FPA; (b) any subsequent amendments to this Agreement must be accepted by FERC, and the effectiveness of such amendments will be contingent on such FERC acceptance; (c) changes in ownership contemplated by this Agreement may be subject to prior FERC approval; and (d) disconnections or terminations contemplated by this Agreement may require prior FERC approval. Subject to the terms and conditions set forth herein, the Parties and the Co-Tenancy Manager agree to execute and deliver all documents reasonably necessary for this Agreement to comply with FERC requirements.

17.5 MPSC Approval. The parties acknowledge and agree that (a) this Agreement will be filed with, and subject to approval by, the MPSC; (b) any subsequent amendments to this Agreement must be accepted by the MPSC, and the effectiveness of such amendments will be contingent on such MPSC acceptance; (c) changes in ownership contemplated by this Agreement

may be subject to prior MPSC approval; and (d) disconnections or terminations contemplated by this Agreement may require prior MPSC approval. Subject to the terms and conditions set forth herein, the Parties and the Co-Tenancy Manager agree to execute and deliver all documents reasonably necessary for this Agreement to comply with MPSC requirements.

17.6 Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto.

17.7 Agreement in Counterparts. This Agreement may be executed in multiple counterparts, each and all of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the day and year first above written. For purposes of recording this Agreement, the signature page and the acknowledgement pages pertaining thereto may be detached from a counterpart, when executed, and attached to another counterpart, which other counterpart may thereafter be recorded as this Agreement.

17.8 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan and without reference to the choice of law principles of the State of Michigan or any other state. In connection with the enforcement of any arbitration award under Section 16.2 above, the parties mutually consent to the jurisdiction of the courts of the State of Michigan and of the Federal District Courts in the Eastern District of Michigan, and hereby irrevocably agree that all claims in respect of such action or proceeding may be heard in such Michigan state or federal court. Each party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such party at its address specified in Section 17.1. Each party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **EACH PARTY HEREBY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW) TRIAL BY JURY.** Nothing in this Section 17.8 shall affect the right of any party to serve legal process in any other manner permitted by law or affect the right of such party to bring any action or proceeding against the other parties or their property in the courts of any other jurisdiction. The parties further agree that any process directed to either of them in any litigation involving this Agreement may be served outside the State of Michigan with the same force and effect as if service had been made within the State of Michigan. To the extent any party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such party hereby irrevocably waives (to the fullest extent permitted by law) such immunity in respect of its obligations under this Agreement.

17.9 Additional Documents; Cooperation. Each Party and the Co-Tenancy Manager, upon the request and at the expense of the Co-Tenancy Manager or another Party, agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement, including but not limited to, providing acknowledgement before a notary public of any signature heretofore or hereafter made by a party. In addition, the parties shall act in good faith and with due consideration to the operation of each Party's Project to support and cooperate with each other in the conduct of their respective

obligations hereunder, including the use, improvement, administration, maintenance and operation of the Shared Premises and Facilities, and Separate Facilities, and in otherwise giving effect to the purpose and intent of this Agreement, and including any party's efforts to obtain from any Governmental Authority or any other person or entity any environmental impact review, permit entitlement, approval, authorization of other rights necessary or convenient in connection with the Shared Premises and Facilities; and the other parties shall, without demanding additional consideration therefore other than reimbursement of reasonable engineering costs, administrative charges imposed by public entities, and by any relevant transmission provider, reasonable attorney's fees and consulting fees actually incurred, execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, document or instrument that is reasonably requested by a party in connection therewith, and shall return the same (as executed) to the party within thirty (30) days after the party's receipt thereof.

17.10 Validity. Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof; and the parties shall negotiate in good faith to replace such invalid and unenforceable provision.

17.11 Perpetuities Savings Clause. If any right of Party provided for in this Agreement would, in the absence of the limitation imposed by this sentence, be invalid or unenforceable as being in violation of the rule against perpetuities or any other rule of law relating to the vesting of an interest in or the suspension of the power of alienation of property, then such right or option shall be exercisable only during the period which shall end twenty-one years less one day after the date of death of the last survivor of the descendants living on the date of this Agreement of Joseph P. Kennedy, father of President John F. Kennedy, but if any such rights, privileges and options shall be or become valid under applicable law for a period subsequent to the twenty-first anniversary of the death of the last such survivor (or, without limiting the generality of the foregoing, if legislation shall become effective providing for the validity or permitting the effective grant of such rights, privileges and options for a period in gross, exceeding the period for which such rights, privileges and options are hereinabove stated to extend and be valid), then such rights, privileges or options shall not terminate as aforesaid but shall extend to and continue in effect, but only if such non-termination and extension shall then be valid under applicable Law until such time as the same shall under applicable law cease to be valid.

17.12 Limitation. Except for those provisions hereof which are for the benefit of Secured Parties (which Secured Parties and their respective successors and assigns are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), any provisions of this Agreement relating to contributions and payment of other obligations, expenses and liabilities are intended solely for the benefit of the parties and their successors and permitted assigns, and no benefit is intended hereby for any third party, nor shall any third party have the right to enforce the provisions of this Agreement, except as otherwise provided herein.

17.13 Third Party Beneficiaries. Each Secured Party shall be a third party beneficiary of this Agreement.

17.14 Waiver. The failure of any party at any time to require performance by any other party of any provision hereof shall not affect in any way the full right to require such

performance at any time thereafter, nor shall the waiver by any party of any breach of any provision hereof be held or deemed to be a waiver of the provision itself.

17.15 Titles. The titles to the sections of this Agreement are for convenience only, are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any provision of this Agreement.

17.16 Exhibits. All attached appendices, exhibits and schedules to which reference is made herein are hereby incorporated by this reference.

17.17 Force Majeure. Except for failure to pay monies required to be paid hereunder when due and payable, no party shall be liable or deemed to be in default hereunder for when such party's performance has been made delayed or made impossible due to an event of Force Majeure.

17.18 Memorandum. Concurrently with execution hereof, the parties hereto shall execute and deliver a Short Form of Assignment, Co-Tenancy, and Shared Facilities Agreement attached hereto as Exhibit E, which Short Form of Assignment, Co-Tenancy, and Shared Facilities Agreement shall promptly be recorded in the official records of (i) Gratiot County, Michigan, and (ii) Midland County, Michigan.

17.19 Power Purchase Agreement with DECo. The parties hereto acknowledge that Gratiot I and DECo have entered into that certain Gratiot I Power Purchase Agreement, and each party hereto has reviewed the Gratiot I Power Purchase Agreement. The parties further agree that the Co-Tenancy Manager will not take, nor shall the Parties cause the Co-Tenancy Manager to take, any action hereunder, or omit to take any action, in a manner that would cause Gratiot I to breach or incur any penalty under the Gratiot I Power Purchase Agreement. Any third party that is not affiliated with DECo or Gratiot that is assigned this agreement as permitted hereunder is obligated to comply with the terms of this Section 17.19, and shall be obligated, prior to the effectiveness of such assignment, to sign a confidentiality agreement on a form reasonably acceptable form to receive a copy of the Gratiot I Power Purchase Agreement (which may be redacted to remove business terms).

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Co-Tenants have executed this Agreement effective as of the date first above written.

Gratiot County Wind LLC

Legal Reviewed

By: _____
Name: James J. Shield
Title: Vice President

Gratiot County Wind II LLC:

By: _____
Name: _____
Title: _____

THE DETROIT EDISON COMPANY:

By: _____
Name: Gerard M. Anderson
Title: Chief Executive Officer

Invenergy Services LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Co-Tenants have executed this Agreement effective as of the date first above written.

Gratiot County Wind LLC

By:_____
Name:_____
Title:_____

Gratiot County Wind II LLC:

By:_____
Name: James J. Shield
Title: Vice President

Legal Reviewed

THE DETROIT EDISON COMPANY:

By:_____
Name: Gerard M. Anderson
Title: Chief Executive Officer

Invenergy Services LLC

By:_____
Name:_____
Title:_____

IN WITNESS WHEREOF, the Co-Tenants have executed this Agreement effective as of the date first above written.

Gratiot County Wind LLC

By:_____
Name:_____
Title:_____

Gratiot County Wind II LLC:

By:_____
Name:_____
Title:_____

THE DETROIT EDISON COMPANY:

By:_____
Name: Gerard M. Anderson
Title: Chief Executive Officer

Invenergy Services LLC

By:_____
Name:_____
Title:_____

IN WITNESS WHEREOF, the Co-Tenants have executed this Agreement effective as of the date first above written.

Gratiot County Wind LLC

By:_____
Name:_____
Title:_____

Gratiot County Wind II LLC:

By:_____
Name:_____
Title:_____

THE DETROIT EDISON COMPANY:

By:_____
Name: Gerard M. Anderson
Title: Chief Executive Officer

Invenergy Services LLC

By:_____
Name:_____
Title: Alex C George
Vice President

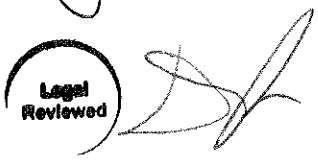
Legal Reviewed

Invenergy Wind Development Michigan LLC

By: _____

Name: James J. Shield

Title: Vice President



APPENDIX A

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

DEFINITIONS

"Additional Facilities" shall have the meaning set forth in Section 2.5.

"Additional Premises Rights" shall have the meaning set forth in Section 1.3.

"Affiliate" shall mean, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with the specified Person. For purposes of this Agreement, (i) a Secured Party shall not be considered as an Affiliate of a Co-Tenant solely as a result of any transactions described in its Security Documents, and (ii) an indemnified Party and an indemnifying Party shall not be considered as an Affiliate of the other.

"Agreement" shall mean the Assignment, Co-Tenancy and Shared Facilities Agreement to which this Appendix is attached, together with all other appendices and exhibits attached hereto.

"Alternate Proposal" shall have the meaning set forth in Section 2.3(b).

"Applicable Law" shall mean any statute, regulation, ordinance, rule, government approval, agreement, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority having jurisdiction over the matter or Person in question, whether now or hereafter in effect applicable to this Agreement or to any of the parties to this Agreement.

"Approved Co-Tenancy O&M Budget" shall have the meaning set forth in Section 6.7.

"Assign" or an "Assignment" shall have the meaning set forth in Section 11.1.

"Bankruptcy Event" means, with respect to any entity, such entity: (i) voluntarily files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it by its creditors and such petition is not dismissed within sixty (60) days of the filing or commencement or an order for relief is entered; (ii) makes an assignment or any general arrangement for the benefit of creditors; (iii) otherwise becomes insolvent, however evidenced; (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (v) is generally unable to pay its debts as they fall due.

"Bill of Sale – Shared Facilities" shall have the meaning set forth in Section 2.1(a).

"Build-Transfer Contract" means that certain Build-Transfer Contract by and between DECo and IWDM, an Affiliate of Gratiot I, pursuant to which IWDM will be delivering to DECo the DECo Project.

"Capital Costs" shall mean all capital costs incurred by a Co-Tenant with respect to any Shared Premises and Facilities determined in accordance with GAAP and shall reflect depreciation of such asset as determined in accordance GAAP.

"Code" shall have the meaning set forth in Section 5.7.

"Collection Facilities Easements" shall have the meaning set forth in the Recitals.

"Commercial Operation Date" with respect to each Project shall mean the date that such Project achieves commercial operation under the applicable Project Agreements of the Party that owns the Project.

"Consequential Damages" shall mean lost profits or any other special, indirect or consequential damages of whatever nature.

"Consumables" shall mean, collectively, all items consumed or needing regular periodic replacement (at least once every two years) during operation and maintenance of the Shared Premises and Facilities, including, but not limited to, lubricants, office supplies, air filters, gaskets, hand tools, and all other consumable materials and parts required for the normal operation of the Shared Premises and Facilities.

"Contract Date" shall have the meaning set forth in the Preamble to this Agreement.

"Control," "Controlled by," and "under common Control with," with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or member or partnership interests, by contract or otherwise.

"Co-Tenancy Manager" shall mean Invenergy Services LLC, its successors and permitted assigns, and its replacements.

"Co-Tenancy Manager Event of Default" shall have the meaning set forth in Section 13.2.

"Co-Tenancy Manager Representative" shall have the meaning set forth in Section 8.7.

"Co-Tenant Meter" shall have the meaning set forth in Section 6.10.

"Co-Tenancy O&M Budget" shall have the meaning given in Section 6.7.

"Co-Tenant" or "Co-Tenants" shall have the meaning given in the Recitals.

"Co-Tenant Event of Default" shall have the meaning set forth in Section 13.1.

"DECo" shall have the meaning set forth in the first paragraph of this Agreement.

"DECo Commencement Date" shall have the meaning set forth in Section 1.1(a).

"DECo Permitted Capacity" shall have the meaning set forth in the Recitals.

"DECo Project" shall have the meaning set forth in the Recitals.

"DECo Project Closing" shall mean the date upon which transfer to DECo of title to the DECo Project and the payment by DECo to IWDM of the portion of the "Contract Price" (as defined in the Build-Transfer Contract) payable in conjunction with such transfer occurs under and in accordance with the provisions of the Build-Transfer Contract.

"Default Interest Rate" shall mean the lesser of (i) Prime Rate plus 200 Basis Points, or (ii) the maximum rate allowed by law.

"Demand" shall have the meaning set forth in Section 16.2(b).

"Demanding Party" shall have the meaning set forth in Section 16.2(b).

"Easements" shall have the meaning set forth in the Recitals.

"Emergency" shall mean any occurrence, in the reasonable judgment of Co-Tenancy Manager that requires action and (i) which constitutes a serious actual or potential hazard to the safety of Persons or property, (ii) may immediately and materially interfere with the safe, economical or environmentally sound operation of the Shared Premises and Facilities, or (iii) would violate Applicable Law, in each case if not immediately rectified.

"FERC" shall mean the Federal Energy Regulatory Commission.

"FPA" shall mean the Federal Power Act.

"Financing Document" or "Financing Documents" shall mean those documents governing a Co-Tenant's relationship with a Secured Party.

"Force Majeure" shall mean any act, casualty or occurrence, condition, event or circumstance of any kind or nature not reasonably within the excused party's control and which could not have been avoided by reasonable measures, including: (i) acts of God or the elements (including fire, earthquake, explosion, flood, epidemic or any other casualty or accident) or condemnation; (ii) strikes, lock outs or other labor disputes; (iii) the inability to secure labor or materials in the open market; and (iv) war, terrorism, sabotage, civil strife or other violence. Force Majeure expressly does not include late delivery or breakage of equipment or materials or economic hardship except to the extent caused by a Force Majeure event.

"GDPIPD" shall mean the implicit price deflator for the gross domestic product as computed and published by the U.S. Department of Commerce. The figures to be used in this adjustment shall be those presented in the "Gross Domestic Product: Third Quarter „Final' Press Release" typically released in December of each calendar year by the United States Department of Commerce, Bureau of Economic Analysis. No subsequent revisions released by the United

States Department of Commerce to those figures will be considered to affect or adjust the Inflation Adjustment Factor.

"Governmental Authority" shall mean the government of any federal, state, municipal, or other political subdivision in which the Shared Premises and Facilities are located, and any other government or political subdivision thereof exercising jurisdiction over (i) the Shared Premises and Facilities, or (ii) with respect to their rights and obligations hereunder or under the Easements, any Co-Tenant; in each case including all agencies and instrumentalities of such governments and political subdivisions.

"Granting Co-Tenant" shall have the meaning set forth in Section 1.1(a).

"Gratiot I" shall have the meaning set forth in the first paragraph of this Agreement.

"Gratiot I Power Purchase Agreement" shall mean that certain Long-Term Non-Firm Renewable Energy Credit and Renewable Power Purchase Agreement between DECo and Gratiot I dated August 10, 2010, as such agreement may be amended from time to time.

"Gratiot I Permitted Capacity" shall have the meaning set forth in the Recitals, as the same may be adjusted pursuant to Section 6.1(a).

"Gratiot I Project" shall have the meaning set forth in the Recitals.

"Gratiot II" shall have the meaning set forth in the first paragraph of this Agreement.

"Gratiot II Permitted Capacity" shall have the meaning set forth in the Recitals.

"Gratiot II Project" shall have the meaning set forth in the Recitals.

"Implemented Project" shall mean Project that has achieved Commercial Operation Date.

"Indemnitee" shall have the meaning set forth in Section 9.4(a).

"Indemnitor" shall have the meaning set forth in Section 9.4(a).

"Inflation Adjustment Factor" shall mean a fraction, the numerator of which is the GDPIPD for the prior calendar year and the denominator of which is the GDPIPD for the next prior calendar year; provided that such fraction shall be converted to decimal format to be carried to five (5) decimal places.

"Insolvent Party" shall have the meaning set forth in Section 11.3(b).

"Interconnection Agreement" shall mean that certain Large Generator Interconnection Agreement dated _____ by and among Gratiot I and the Transmitting Utility, as such agreement may be amended from time to time.

"Interconnection Facilities" shall mean those facilities of a Transmitting Utility at the Interconnection Points.

"Interconnection Points" shall mean any of the points designated in an Interconnection Agreement for the interconnection of the applicable Transmitting Utility with the Shared Facilities used for delivering electricity to the Transmitting Utility.

"Investment Document" or "Investment Documents" shall mean those documents governing a Co-Tenant's relationship with its investors.

"IWDM" shall have the meaning set forth in the first paragraph of this Agreement.

"Joining Co-Tenant" shall have the meaning set forth in Section 1.1(a).

"Lien" shall mean any lien (statutory or otherwise), mortgage, deed of trust, claim, option, right to purchase, right to obtain, lease, easement, charge, pledge, security interest, hypothecation, assignment, use restriction or other encumbrance of any kind or nature whatsoever, whether voluntary or involuntary, choate or inchoate (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement).

"Management Fee" shall have the meaning set forth in Section 6.2.

"MISO" shall mean Midwest Independent System Operator, a regional transmission organization.

"MISO Operating Guides" shall mean the guidelines approved by MISO describing the reliability standards for MISO.

"MISO Protocols" shall mean the documents adopted by MISO, including any exhibits or attachments referenced therein, that contain the scheduling, operating, planning, reliability and settlement policies, rules, guidelines (including the MISO operating guides), procedures, standards and criteria of MISO, as such documents may be amended from time to time.

"MPSC" shall mean the Michigan Public Service Commission.

"Net Revenue Losses" shall mean the reduction in net revenue due to the disconnection or curtailment of any Shared Facilities or Separate Facilities calculated in accordance with methodology set forth on Exhibit F.

"Non-Extending Party" shall have the meaning set forth in Section 7.2.

"Operative Date" shall mean the day after all of the following conditions have been satisfied: (i) FERC has accepted this Agreement for filing by Gratiot I, Gratiot II, and DECo under Section 205 of the FPA and allowed it to become effective and granted them waivers from FERC's open access transmission requirements customary for entities that own limited interconnection transmission facilities; (ii) Gratiot I and Gratiot II have obtained exempt wholesale generator status pursuant to the Public Utility Holding Company Act of 2005 and FERC's implementing regulations with respect to the co-tenancy arrangements contemplated herein; (iii) to the extent that ownership interests in the Shared Facilities will be transferred after energization, FERC has issued an order under Section 203 of the FPA for such transfer of co-tenancy interests contemplated by this Agreement in the Shared Facilities described in Exhibit D

hereto; and (iv) Gratiot I and Gratiot II have been granted market based rate authority under Section 205 of the FPA for the sale of power at wholesale and a waiver from FERC's accounting and related reporting requirements under 18 C.F.R. Parts 41, 101 and 141 of FERC's regulations and blanket authorization to issue securities or assume liabilities under Section 204 of the FPA..

"Operator" shall mean the entity acting in its capacity as manager of any Co-Tenant's Separate Facilities under any of the O&M Agreements.

"O&M Agreements" shall mean the operation and maintenance agreements or facility management agreements that a Co-Tenant may enter into with respect to the operation, maintenance, repair and replacement of a Co-Tenant's Project including, with limitation such Co-Tenant's Separate Facilities.

"O&M Property" shall have the meaning set forth in the Recitals.

"O&M Facilities" shall have the meaning set forth in the Recitals.

"Partial Assignment of Collection Facilities Easement" shall have the meaning set forth in Section 3.1(a).

"Partial Assignment of Easement Agreement" shall have the meaning set forth in Section 1.1(a).

"Party" shall have the meaning set forth in the opening paragraph of the Agreement.

"Party Representative" shall have the meaning set forth in Section 7.4.

"Permitted Capacity" shall mean the Gratiot I Permitted Capacity, the Gratiot II Permitted Capacity, and/or the DECo Permitted Capacity, as the context may require.

"Person" shall mean an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, agency, Governmental Authority or other entity.

"Power Purchase Agreement" or "Power Purchase Agreements" shall mean (i) the long-term power purchase agreements between a Co-Tenant and a power purchaser for all or substantially all of the production from a Project, as such agreements may be amended from time to time and (ii) any agreements between a Co-Tenant and an energy hedge provider and evidencing the swap transaction entered into thereunder.

"Prime Rate" shall mean the rate published in *The Wall Street Journal* as the "Prime Rate" from time to time (or, if more than one such rate is published, the arithmetic mean of such rates), in either case determined as of the date the obligation to pay interest arises, but in no event more than the maximum rate permitted by applicable law.

"Project" or "Projects" shall have the meaning set forth in the Recitals.

"Project Agreement" or "Project Agreements" with respect to each Project shall have the meaning set forth in the applicable O&M Agreement for such Project

"Proposed Replacement Component" shall have the meaning set forth in Section 2.3(b).

"Pro-Rata Share" shall have the meaning set forth in Section 6.1(a).

"Prudent Industry Practice" shall mean those practices, methods and acts that would be implemented and followed by a prudent operator of wind generating facilities similar to the Projects in the United States during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. In determining which practices, methods and acts constitute Prudent Industry Practice, due regard shall be given to, among other things, manufacturers' warranties, contractual obligations, the requirements or guidance of Governmental Authorities and MISO, Applicable Laws, and the requirements of insurers, but in no event shall Prudent Industry Practice be interpreted to require any practice, method or act that violates Applicable Laws.

"Qualified Replacement Component" shall mean a replacement component that is (i) new or (ii) (a) is refurbished for the purpose for which it is intended and in good condition , and (b) such replacement component and the installation thereof would comply with Prudent Industry Practice.

"Quarterly Report" shall have the meaning set forth in Section 9.7(b).

"Quitclaim Deed" shall have the meaning set forth in Section 1.1(a).

"RECs" shall have the meaning set forth in Exhibit F.

"Reduction Factor" shall have the meaning set forth in Section 6.1(c)(ii).

"Removal Notice" shall have the meaning set forth in Section 9.6(a)(iii)(A).

"Replacement Component" shall mean any replacement component of the Shared Facilities, other than Consumables.

"Replacement Notice" shall have the meaning set forth in Section 2.3(b).

"Required Majority" shall mean the affirmative approval of the Co-Tenants with an interest in the respective Shared Premises and Facilities affected by such decision that hold a collective Pro-Rata Share in such Shared Premises and Facilities of at least Seventy-One Percent (71%).

"Rules" shall have the meaning of such term in Section 16.2(a).

"Secured Party" shall mean, with respect to any Co-Tenant, the agent or lead bank, lending institution(s) or other financial institution under a loan agreement, hedge agreement or

other financing instrument with such Co-Tenant secured by any of the Shared Premises and Facilities, the Separate Facilities, or all or a portion of Co-Tenant's Undivided Interest; provided, however, that any such agent, lead bank, lending institution or other financial institution shall not be deemed a "Secured Party" entitled to the rights accruing to a Secured Party until such party gives written notice to every other Co-Tenant and Co-Tenancy Manager along with an address for receipt of notices.

"Security Documents" shall mean, with respect to any Co-Tenant, the security documents executed between such Co-Tenant and its Secured Party or other entities in which the Shared Premises and Facilities, or all or a portion of Co-Tenant's Undivided Interest secure the payment of any indebtedness owed by such Co-Tenant to such Secured Party.

"Separate Collection Facilities" shall have the meaning set forth in Section 3.1.

"Separate Collection Facilities Easements" shall have the meaning set forth in the Recitals.

"Separate Easements" shall mean any easements, leases, licenses or other rights of a Party that are not Easements.

"Separate Facilities" shall have the meaning set forth in Section 4.1.

"Separate Facilities Emergency" shall mean any Emergency involving the Separate Facilities of the other Co-Tenant.

"Separate O&M Expenses" shall have the meaning set forth in Section 6.3.

"Shared Facilities" shall have the meaning set forth in the Recitals.

"Shared Facilities Maintenance" shall have the meaning set forth in Section 2.2.

"Shared Maintenance" shall have the meaning set forth in Section 2.2.

"Shared Premises" shall have the meaning set forth in the Recitals.

"Shared Premises and Facilities" shall have the meaning set forth in the Recitals

"Shared Premises Easements" shall mean the easements described in the Recitals.

"Shared Premises Maintenance" shall have the meaning set forth in Section 1.2.

"Shared O&M Expenses" shall have the meaning set forth in Section 6.2.

"Subsequent Projects" shall have the meaning set forth in the Recitals.

"Substation Easements" shall have the meaning set forth in the Recitals.

"Surrendering Co-Tenant" shall have the meaning set forth in Section 12.2.

"Temporary Construction Easement" shall have the meaning set forth in Section 5.1.

"Term" shall have the meaning set forth in Section 12.1.

"Transmission Easements" shall have the meaning set forth in the Recitals.

"Transmitting Utility" shall mean the Michigan Electric Transmission Company, LLC.

"Turbine" shall mean a wind-powered electrical generator, nacelle, blades, and supporting tower of a particular nameplate rated electrical generating capacity.

"Undivided Interests" shall mean, with respect to any Co-Tenant, such Co-Tenant's undivided rights and interests in the Shared Premises and such Co-Tenant's undivided tenants-in-common rights and interests in the Shared Facilities.

"Wind Farm Management System" shall mean that certain General Electric Wind Farm Management System that is being purchased in connection with the purchase of the wind turbines for the Projects.

"Withdrawal Costs" shall have the meaning set forth in Section 12.3.

"Withdrawal Notice" shall have the meaning set forth in Section 12.3.

EXHIBIT A-1

TRANSMISSION EASEMENTS

This Exhibit redacted in its entirety.

EXHIBIT A-2

SUBSTATION EASEMENTS

This Exhibit redacted in its entirety.

EXHIBIT A-3

O&M PROPERTY

This Exhibit redacted in its entirety.

EXHIBIT A-4

COLLECTION FACILITIES EASEMENTS

This Exhibit redacted in its entirety.

EXHIBIT B-1

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT

Please See Attached.

PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT

THIS PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT (this "Partial Assignment") is effective as of _____, 2010 (the "Effective Date"), between _____ ("Grantor"), of _____, and _____ ("Grantee"), of _____. Grantor and Grantee are sometimes referred to in this Partial Assignment as a "Party" and collectively as the "Parties".

WHEREAS, Grantor is a party to that certain [Grant of Easement] made by and between Grantor and [_____] (the "Landowner"), dated as of [_____] and recorded in the Official Public Records of [Gratiot County/Midland County], Michigan on [_____] as [Document Number _____] [or Liber _____ Page_____] [Gratiot County/Midland County] Records (the "Easement Agreement").

WHEREAS, pursuant to the Easement Agreement, Landowner granted a multi-purpose easement to Grantor upon, over, across and under the real property of Landowner described on "Exhibit A" to the Easement Agreement and which is described on Exhibit A attached hereto and made a part hereof (that real property, the "Easement Property", together with all of Grantor's rights in and to the Easement Property pursuant to the Easement Agreement, the "Easement").

WHEREAS, pursuant to the terms and provisions of the Easement Agreement, Landowner granted Grantor the right to, among other things, grant co-easements, separate easements, subeasements, licenses or similar rights (however denominated) to one or more persons; or sell, convey, lease, assign, mortgage, encumber or transfer the Easement, or any or all right or interest in the Easement and the Easement Agreement.

WHEREAS, Grantor is the developer and/or operator of that certain wind energy facility (the "Grantor Project"), and Grantee is the owner of that certain wind energy facility (the "Grantee Project", together with the Grantor Project, the "Projects" and individually, a "Project"), each of which are located in Gratiot County, Michigan.

WHEREAS, Grantor and Grantee are parties to a certain Assignment, Co-Tenancy and Shared Facilities Agreement (the "Co-Tenancy Agreement"), a Short From of which was recorded on _____ as [Document No. _____], [or Liber _____ Page _____] Gratiot County, Michigan Records, and recorded on _____ as [Document No. _____], [or Liber _____ Page _____] Midland County, Michigan Records which agreement, among other things, governs the joint ownership of certain property

and facilities utilized for the operation of the Projects and governs the relationship among the Parties with respect to the Projects.

WHEREAS, on the terms set forth herein, Grantor desires to convey and quit-claim to Grantee, an undivided interest in and to the Easement (the "Transferred Interest") retaining, for itself, an undivided interest in and to the Easement (the "Retained Interest") as if the Grantor and Grantee were tenants in common of the Easement.

WHEREAS, on the terms set forth herein, Grantor desires to assign to Grantee, and Grantee desires to assume all of the rights and obligations of "Grantee" in and to the Easement Agreement with respect to the Transferred Interest.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration as set forth in a Real Estate Transfer Valuation Affidavit of even date, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto agree as follows:

1. Conveyance of Easement by Grantor. Grantor hereby conveys and quitclaims to Grantee the Transferred Interest, retaining for itself the Retained Interest, subject in each case to the terms, covenants and conditions contained in the Co-Tenancy Agreement which, among other things, governs the joint rights to and use of the Easement and the relationship among Grantor, Grantee and such other parties with respect to the interest in the Easement conveyed hereby. This conveyance is made without covenant, representation or warranty, express or implied by Grantor, except for those covenants, representations and warranties made in the Co-Tenancy Agreement and such conveyance is subject to Section 5.3 of the Co-Tenancy Agreement.

2. Partial Assignment of Easement Agreement. Grantor hereby assigns to Grantee an undivided right, obligation and interest, in common with Grantor, in all rights and obligations of Grantor in and to the Easement Agreement with respect to the Transferred Interest; but retaining for Grantor itself an undivided right, obligation and interest in all rights and obligations of Grantor in and to the Easement Agreement with respect to the Retained Interest, subject in each case to the terms, covenants and conditions contained in the Co-Tenancy Agreement. This conveyance is made without covenant, representation or warranty, express or implied by Grantor, except for those covenants, representations and warranties made in the Co-Tenancy Agreement and such conveyance is subject to Section 5.3 of the Co-Tenancy Agreement.

3. Assumption of Easement and Easement Agreement by Grantee. Grantee hereby accepts the foregoing conveyance and assignment and assumes and agrees to perform the obligations of Grantee under the terms of the Easement Agreement, subject to and in accordance with the Co-Tenancy Agreement.

4. Assignment. Each Party shall have the right to sell, convey, lease, assign, mortgage, encumber or transfer their respective rights hereunder in accordance with the terms and conditions set forth in the Easement Agreement and the Co-Tenancy Agreement. Any other assignment without the other Party's consent shall be void *ab initio*. References in this Partial

Assignment to either Party or to Landowner shall be deemed to refer to any permitted successors or assignees.

5. Co-Tenancy Agreement. This Partial Assignment is subject to the terms and conditions of the Co-Tenancy Agreement. In the event of a conflict between this Partial Assignment and the Co-Tenancy Agreement, the Co-Tenancy Agreement shall control. Each Party shall provide the other with a copy of any notices from, or other correspondence with, Landowner regarding the Easement. Each Party shall reasonably cooperate with the other regarding any proposed modification to the Easement Agreement.

6. Miscellaneous.

6.1. Notices. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise provided) and shall be served personally or by reputable express courier service or by facsimile transmission addressed to the relevant Party at the address stated below or at any other address notified by that Party to the other as its address for service. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served two (2) working days after the same shall have been delivered to the relevant courier. As proof of such service it shall be sufficient to produce a receipt showing personal service or the receipt of a reputable courier company showing the correct address of the addressee.

The Parties' addresses for service are as follows, although each Party may change its address for service by written notice to the other Parties given as provided in this Section 6.1:

If to Grantor:

If to Grantee:

6.2. Governing Law. This Partial Assignment shall be governed by and interpreted in accordance with the laws of the State of Michigan. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Partial Assignment, they agree that such dispute shall be resolved in the manner provided in the Co-Tenancy Agreement. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Partial Assignment and is hereby waived.

6.3. No Partnership; Analogous to Tenant-in-Common Status. The relationship of the Parties under this Partial Assignment is as holders of common undivided interests, analogous to that of tenants-in-common in a fee simple. Nothing in this Partial Assignment shall be deemed to constitute any Party a partner of, or joint venturer with, any other Party. The employees, agents, and subcontractors of the Parties, in performing the obligations of each respective Party under this Partial Assignment, shall not be deemed to be the agents or employees or subcontractors of any other Party. Each Party acknowledges that while the Parties

hold undivided interests in the Easement, and as such, all Parties would be entitled to control the Easement and its use, each Party's right to occupy and use the Easement Property is governed by and subject to the Co-Tenancy Agreement.

6.4. Partial Invalidity. Should any portion of this Partial Assignment be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Partial Assignment and shall not affect the remainder hereof; and the Parties shall negotiate in good faith to replace such invalid and unenforceable provision.

6.5. Agreement in Counterparts. This Partial Assignment may be executed in multiple counterparts, each and all of which shall be deemed an original agreement, and all of which shall constitute one agreement to be effective as of the Effective Date. For purposes of recording this Partial Assignment, the signature page and the acknowledgement pages pertaining thereto may be detached from a counterpart, when executed, and attached to another counterpart, which other counterpart may thereafter be recorded as this Partial Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee, acting through their duly authorized representatives, have executed this Partial Assignment with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Partial Assignment.

"Grantor"	"Grantee"
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____ , a _____who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

PREPARED BY:
Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue NW, Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
One South Wacker Drive
Suite1900
Chicago, IL 60606

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT PROPERTY

EXHIBIT B-2

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

QUIT CLAIM DEED

Please See Attached.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUIT CLAIM DEED

FOR TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid, _____, a _____ ("Grantor") of _____, hereby conveys and quitclaims to _____ ("Grantee"), of _____, an undivided tenant-in-common interest in and to whatever right, title and interest Grantor has in and to the real property described in Exhibit A (the "Premises") attached hereto and made a part hereof, retaining for itself, an undivided tenant-in-common interest in and to such real property.

THIS CONVEYANCE IS MADE "AS IS", "WITH ALL FAULTS" AND WITHOUT WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES REGARDING THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR ENCUMBRANCE AND ANY WARRANTIES ARISING BY COMMON LAW, EXCEPT FOR THOSE WARRANTIES MADE BY GRANTOR UNDER THE CO-TENANCY AGREEMENT AND IS SUBJECT TO SECTION 5.3 OF THE CO-TENANCY AGREEMENT.

This conveyance is made subject to and upon all of the terms, covenants and conditions of that certain Assignment, Co-Tenancy and Shared Facilities Agreement (the "Co-Tenancy Agreement"), dated as of _____ __, 2010, by and among Grantor, Grantee and certain other parties, a Short Form Agreement of which was recorded on _____ as [Document No. _____] or [Liber _____ Page _____] Gratiot County, Michigan Records, and recorded on _____ as [Document No. _____], [or Liber _____ Page _____] Midland County, Michigan Records which Co-Tenancy Agreement, among other things, governs the joint ownership of the real property conveyed hereby and governs the relationship among Grantor, Grantee and such other parties with respect to the real property conveyed hereby. In the event of a conflict between this Deed and the Co-Tenancy Agreement, the Co-Tenancy Agreement shall control.

for the sum of [See Real Estate Transfer Valuation Affidavit], receipt of which is acknowledged.

The Grantor grants to Grantee the right to make zero (0) division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or farm operations. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[Exempt from County Real Estate Transfer Tax by virtue of MCL 207.505(o). Exempt from State Real Estate Transfer Tax by virtue of MCL 207.526(q).]

IN WITNESS WHEREOF, Grantor has signed these presents this ____ day of _____, 2010.

By:_____
Name:_____
Title:_____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

Prepared by:
Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue NW
Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

After recordation, return to:
Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
1 South Wacker Drive, Suite 1900
Chicago, IL 60602

EXHIBIT A

Description of Real Property

EXHIBIT B-3

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

BILL OF SALE – SHARED FACILITIES

Please See Attached.

BILL OF SALE – SHARED FACILITIES

THIS BILL OF SALE – SHARED FACILITIES (this "Bill of Sale") is effective as of _____, 2010 (the "Effective Date"), between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee"). Assignor and Assignee are sometimes referred to in this Bill of Sale as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the developer and/or operator of that certain wind energy facility (the "_____ Project"), and Assignee is the owner of that certain wind energy facility (the "_____ Project", together with the _____ Project, the "Projects" and individually, a "Project"), each of which are located in Gratiot County, Michigan.

WHEREAS, Assignor and Assignee are parties to a certain Assignment, Co-Tenancy and Shared Facilities Agreement dated as of ____, 2010 by and among Assignor, Assignee and certain other parties (the "Co-Tenancy Agreement") which agreement, among other things, governs the joint ownership of certain property and facilities utilized for the operation of the Projects and governs the relationship among the Parties with respect to the Projects.

WHEREAS, on the terms set forth herein, Assignor desires to convey and quit-claim to Assignee, an undivided tenants-in-common interest in and to the Shared Facilities (the "Transferred TIC Interest"), retaining, for itself, an undivided tenants-in-common interest in and to the Shared Facilities (the "Retained TIC Interest").

NOW THEREFORE, in consideration of the foregoing recitals and the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto agree as follows:

7. Shared Facilities. The term "Shared Facilities" as used herein shall have the same meaning as defined in the Co-Tenancy Agreement and as allocated to Assignor on "Exhibit D" to the Co-Tenancy Agreement, as amended from time to time. The Co-Tenancy Agreement, including, without limitation "Exhibit D" thereto, as amended from time to time, is incorporated herein by reference.

8. Conveyance of Shared Facilities by Assignor. Assignor hereby conveys and quitclaims to Assignee the Transferred TIC Interest, retaining, for itself, the Retained TIC Interest, subject in each case to the terms, covenants and conditions contained in the Co-Tenancy Agreement. This conveyance is made **THIS CONVEYANCE IS MADE "AS IS", "WITH ALL FAULTS" AND WITHOUT WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES REGARDING THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR ENCUMBRANCE AND ANY WARRANTIES ARISING BY COMMON LAW, EXCEPT FOR THOSE WARRANTIES MADE BY GRANTOR UNDER THE CO-TENANCY AGREEMENT AND IS SUBJECT TO SECTION 5.3 OF**

THE CO-TENANCY AGREEMENT. Any subsequent modifications to the Shared Facilities or Assignor's tenants-in-common interest thereof shall operate as a modification to this Bill of Sale without further action with respect to this Bill of Sale by either of the Parties.

9. Conflicts with Co-Tenancy Agreement. This Bill of Sale is subject to the terms and conditions of the Co-Tenancy Agreement. In the event of a conflict between this Bill of Sale and the Co-Tenancy Agreement, the Co-Tenancy Agreement shall control.

10. Miscellaneous.

10.1. Notices. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise provided) and shall be served personally or by reputable express courier service or by facsimile transmission addressed to the relevant Party at the address stated below or at any other address notified by that Party to the other as its address for service. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served two (2) working days after the same shall have been delivered to the relevant courier. As proof of such service it shall be sufficient to produce a receipt showing personal service or the receipt of a reputable courier company showing the correct address of the addressee.

The Parties' addresses for service are as follows, although each Party may change its address for service by written notice to the other Parties given as provided in this Section 4.1:

If to Assignor: If to Assignee:

10.2. Entire Agreement. Except as otherwise stated herein, this Bill of Sale and the Co-Tenancy Agreement constitute the entire agreement between Assignor and Assignee respecting its subject matter. Except as otherwise stated herein, any agreement, understanding or representation respecting the Shared Facilities, or any other matter referenced herein not expressly set forth in this Bill of Sale, the Co-Tenancy Agreement or a subsequent writing signed by both parties is null and void. Except as otherwise provided herein, this Bill of Sale shall not be modified or amended except in a writing signed by both parties and no purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall otherwise be binding on either Party.

10.3. Governing Law. This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Michigan. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Bill of Sale, they agree that such dispute shall be resolved in the manner provided in the Co-Tenancy Agreement. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Bill of Sale and is hereby waived.

10.4. No Partnership or Joint Venture. Nothing contained in this Bill of Sale shall be deemed to constitute any Party a partner of, or joint venturer with, any other party.

10.5. Partial Invalidity. Should any portion of this Partial Assignment be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Partial Assignment and shall not affect the remainder hereof; and the Parties shall negotiate in good faith to replace such invalid and unenforceable provision

10.6. Agreement in Counterparts. This Partial Assignment may be executed in multiple counterparts, each and all of which shall be deemed an original agreement, and all of which shall constitute one agreement to be effective as of the Effective Date. For purposes of recording this Partial Assignment, the signature page and the acknowledgement pages pertaining thereto may be detached from a counterpart, when executed, and attached to another counterpart, which other counterpart may thereafter be recorded as this Partial Assignment..

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee, acting through their duly authorized representatives, have executed this Bill of Sale with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Bill of Sale.

"Assignor"	"Assignee"
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

EXHIBIT B-4

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

PARTIAL ASSIGNMENT OF COLLECTION FACILITIES EASEMENT

Please See Attached.

PARTIAL ASSIGNMENT OF
COLLECTION FACILITIES EASEMENT

THIS PARTIAL ASSIGNMENT OF COLLECTION FACILITIES EASEMENT (this "Partial Assignment") is effective as of _____, 2010 (the "Effective Date"), between _____, _____ ("Grantor") of One Wacker Drive, Suite 1900, Chicago, Illinois 60606, and _____, a _____ ("Grantee") of . Grantor and Grantee are sometimes referred to in this Partial Assignment as a "Party" and collectively as the "Parties".

WHEREAS, Grantor is a party to that certain Grant of Easements made by and between Grantor and [_____] (the "Landowner"), dated as of [_____] and recorded as [Document Number _____] [or Liber _____, Page _____], [Gratiot County/Midland County], Michigan Records (the "Grant of Easements"), which Grant of Easements memorialized that certain Option and Easement Agreement by and between Grantor and the Landowner, made, dated and effective as of [_____] (that agreement, the "Agreement Regarding Easements").

WHEREAS, pursuant to the Grant of Easements and Agreement Regarding Easements Landowner granted an easement to Grantor upon, over, across and under the real property of Landowner described on Exhibit A to the Agreement Regarding Easements (that real property, the "Grantor Easement Property") for, among other things, the purposes described in Section 3 of the Agreement Regarding Easements, including, but not limited to, an easement for the construction, laying down, installation, use, replacement, relocation, removal, operation and maintenance of underground electric collection facilities including electronic transmission and distribution lines, communication lines, interconnection and switching stations on, under, over and across designated portions of the Grantor Easement Property (the "Collection Facilities Easement", together with all of Grantor's rights in and to the Grantor Easement Property, the "Grantor Easement").

WHEREAS, pursuant to the terms and conditions of Section 3 of the Agreement Regarding Easements, Landowner granted Grantor the right to assign or convey all or any portion of the Collection Facilities Easement to any person on an exclusive or nonexclusive basis.

WHEREAS, Grantor is the developer and/or operator of that certain wind energy facility (the "Grantor Project"), and Grantee is the developer and/or operator of that certain wind energy facility (the "Grantee Project", together with the Grantor Project, the "Projects" and individually, a "Project"), each of which are located in Gratiot County, Michigan.

WHEREAS, Grantor and Grantee are parties to a certain Assignment, Co-Tenancy and Shared Facilities Agreement (the "Co-Tenancy Agreement"), a Short Form Agreement of which was recorded on _____ as [Document No. _____] [or Liber _____, Page _____] Gratiot County, Michigan Records, and recorded on _____ as [Document No. _____], [or Liber _____ Page _____] Midland County, Michigan Records, which agreement, among other things, governs the joint ownership of certain property and facilities utilized for the operation of the Projects and governs the relationship among the Parties with respect to the Projects.

WHEREAS, on the terms set forth herein, Grantor desires to assign to Grantee, and Grantee desires to accept a portion of the Collection Facilities Easement and certain rights related thereto for use with the Grantee Project.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged (See Real Estate Transfer Valuation Affidavit), the Parties hereto agree as follows:

1. Assignment of Easement and Easement Agreements by Grantor. Grantor hereby assigns, transfers and conveys to Grantee its right, title and interest in a portion of the Collection Facilities Easement upon, over, across and under the real property more particularly described in Exhibit A attached hereto and made a part hereof (the "Grantee Collection Facilities Easement Property") and all rights and obligations under the Agreement Regarding Easements and the Grant of Easements with respect to the Grantee Collection Facilities Easement (defined below), solely and exclusively for the placement, operation, maintenance, repair and replacement of electrical and communication cables and related equipment, and for access to and from the same, including, but not limited to, the construction, laying down, installation, use, replacement, relocation, removal, operation and maintenance of underground electric collection facilities including electronic transmission and distribution lines, communication lines, interconnection and switching stations, together with the right to access such improvements (the "Grantee Collection Facilities Easement"), subject, in each case, to the terms, covenants and conditions contained in the Co-Tenancy Agreement. All collection facilities, equipment, cables, electronic transmission and distribution lines, communication lines, interconnection and switching stations installed by or for the benefit of Grantee on the Grantee Collection Facilities Easement Property shall be referred to herein as the "Grantee Collection Facilities"). This assignment is made without covenant, representation or warranty, express or implied by Grantor, except for those covenants, representations and warranties made in the Co-Tenancy Agreement and such conveyance is subject to Section 5.3 of the Co-Tenancy Agreement.

2. Assumption of Easement and Easement Agreements by Grantee. Grantee hereby accepts the foregoing conveyance and assignment and assumes and agrees to perform the obligations under the terms of the Agreement Regarding Easements and the Grant of Easements with respect to the Grantee Collection Facilities Easement, subject to and in accordance with the Co-Tenancy Agreement.

3. Retention of Easement by Grantor. Grantor hereby reserves and retains, subject to the terms, covenants and conditions contained in the Co-Tenancy Agreement, the Collection Facilities Easement on the rest of the Grantor Easement Property (the "Grantor Collection Facilities Easement Property") for the purposes described in the Grantor Easement (the "Grantor Collection Facilities Easement"), and this Partial Assignment shall not in any way affect or impair any rights and easements granted to Grantor in, to and upon any part of the Grantor Easement Property not expressly assigned to Grantee hereunder. Except for the Grantee Collection Facilities, all collection facilities, equipment, cables, electronic transmission and distribution lines, communication lines, interconnection and switching stations installed by Grantor on the Grantor Easement Property and not transferred to Grantee hereunder or pursuant to the Co-Tenancy Agreement shall be referred to herein as the "Grantor Collection Facilities." [***The following additional language may be included where appropriate***: Grantor hereby further reserves and retains the right to maintain, access, repair, replace and utilize all "Windpower Facilities" (as such term is defined in the Agreement Regarding Easements) located within, upon or under the Grantee Collection Facilities Easement Property existing as of the Effective Date ("Grantor Windpower Facilities") and this Partial Assignment shall not in any way affect or impair any rights and easements granted to Grantor in, to and upon the Grantee Collection Facilities Easement Property with respect to Grantor's right to maintain, access, repair, replace and utilize any Grantor Windpower Facilities.]

4. Crossing.

4.1. Grantor grants and conveys to Grantee, subject to the terms, covenants and conditions contained in the Co-Tenancy Agreement, a subeasement over, upon, across and under the Grantor Easement Property to access the Grantee Collection Facilities, as reasonably necessary for the use and operation of the Grantee Project.

4.2. Grantee grants and conveys to Grantor, subject to the terms, covenants and conditions contained in the Co-Tenancy Agreement, a subeasement over, upon, across and under the Grantee Collection Facilities Easement Property to access the Grantor Collection Facilities [***The following additional language may be included where appropriate***: and Grantor Windpower Facilities], as reasonably necessary for the use and operation of the Grantor Project.

4.3. The foregoing grants and conveyances are made without recourse to, and without covenant or warranty, express or implied by, the granting party in any case or event, or for any purpose whatsoever.

5. Assignment. Each Party shall have the right to sell, convey, lease, assign, mortgage, encumber or transfer their respective rights hereunder in accordance with the terms and conditions set forth in the Agreement Regarding Easements and the Co-Tenancy Agreement. Any other assignment without the other Party's consent shall be void *ab initio*. References in

this Partial Assignment to either Party or to Landowner shall be deemed to refer to any permitted successors or assignees.

6. Co-Tenancy Agreement. This Partial Assignment is subject to the terms and conditions of the Co-Tenancy Agreement. In the event of a conflict between this Partial Assignment and the Co-Tenancy Agreement, the Co-Tenancy Agreement shall control. Each Party shall provide the other with a copy of any notices from, or other correspondence with, Landowner regarding the Collection Facilities Easement. Each Party shall reasonably cooperate with the other regarding any proposed modification to the Collection Facilities Easement.

7. Miscellaneous.

7.1. Notices. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise provided) and shall be served personally or by reputable express courier service or by facsimile transmission addressed to the relevant Party at the address stated below or at any other address notified by that Party to the other as its address for service. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served two (2) working days after the same shall have been delivered to the relevant courier. As proof of such service it shall be sufficient to produce a receipt showing personal service or the receipt of a reputable courier company showing the correct address of the addressee.

The Parties' addresses for service are as follows, although each Party may change its address for service by written notice to the other Parties given as provided in this Section 7.1:

If to Grantor: _____
_____
_____
_____
_____

If to Grantee: _____
_____
_____
_____
_____

7.2. Governing Law. This Partial Assignment shall be governed by and interpreted in accordance with the laws of the State of Michigan. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Partial Assignment, they agree that such dispute shall be resolved in the manner provided in the Co-Tenancy Agreement. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Partial Assignment and is hereby waived.

7.3. No Partnership or Joint Venture. Nothing contained in this Partial Assignment shall be deemed to constitute any Party a partner of, or joint venturer with, any other party.

7.4. Partial Invalidity. Should any portion of this Partial Assignment be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Partial Assignment and shall not affect the remainder hereof; and the Parties shall negotiate in good faith to replace such invalid and unenforceable provision.

7.5. Agreement in Counterparts. This Partial Assignment may be executed in multiple counterparts, each and all of which shall be deemed an original agreement, and all of which shall constitute one agreement to be effective as of the Effective Date. For purposes of recording this Partial Assignment, the signature page and the acknowledgement pages pertaining thereto may be detached from a counterpart, when executed, and attached to another counterpart, which other counterpart may thereafter be recorded as this Partial Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee, acting through their duly authorized representatives, have executed this Partial Assignment with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Partial Assignment.

"Grantor"	"Grantee"
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2010, _____, the _____ of _____, a _____, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

PREPARED BY:

Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue, NW
Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
One South Wacker Drive
Suite 1900
Chicago, IL 60606

EXHIBIT A

LEGAL DESCRIPTION FOR
GRANTEE COLLECTION FACILITIES EASEMENT PROPERTY

EXHIBIT C

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

MAINTENANCE RESPONSIBILITIES

Shared Premises Maintenance:

General:

- General inspection of any and all gates, cattle guards, culverts, security systems, and lighting installed in connection with the development of the Gratiot I Project, Gratiot II Project and/or DECo Project, as well as, any fencing erected to enclose any Shared Premises and Facilities
- Maintain access roads by dragging or grader
- Dressing of roads
- Weed abatement and vegetation control
- Brush control and clear and maintenance of transmission rights of way
- Snow removal, as needed
- Erosion control, including culverts, as needed

Environmental:

- Proper disposal of any waste that is or becomes regulated by any federal, state or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including, without limitation hazardous waste as that term is defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq., arising from Shared Premises and Facilities and maintenance activities and completion of all required manifests and logs
- Compliance with permitting
- Storage of material in compliance with all regulations

Shared Facilities Maintenance:

- Periodic pole line inspections
- Torquing of electrical connections and structures
- Coordinate with other Co-Tenants for events or conditions that would affect the Projects
- Periodic testing of protective relays
- Maintenance of O&M Facilities and control house
- Periodic thermal imaging
- Adherence to manufacturer's recommended periodic maintenance for Shared Facilities

Other:

- Reporting
- Billing

EXHIBIT D

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

DESCRIPTION OF SHARED FACILITIES

Shared Facilities to be *used by all Projects*:

a) 5 miles of transmission line, including poles, conductors, insulators, and pull off assemblies utilized for the 138 kV connection to the interconnection switchyard, with termination up to but not including the first a-frame structure within the interconnection switchyard;
b) Relaying and automation systems specific to the 138kV transmission line;
c) Overhead 138 kV bus work including steel structures and foundations in collection substation from termination of the transmission line conductors to the line side of the 138 kV, 2000 amp switch on Transformer #1, including bus work to the line side of the 138 kV 2000 amp switch on Transformer #2;
d) The 138kV line manual disconnect switches break group and the 138kV bus CCVT's;
e) Access and use of certain shared equipment and portions of the control house located in the collection substation including the control house structure, AC & DC panelboards, batteries, and battery charger;
f) Primary and redundant fiber optic lines and communications equipment for the transmittal of metering and operational data from the collection substation to the interconnection switchyard;
g) Telephone line in control house for verbal communication and emergency purpose;
h) Access roads to the collection substation;
i) Substation common items such as perimeter fence with gates, static masts with shield wires, grounding grid, substation lighting, and 120/240 alternate station power from a local distribution;
j) GE Wind Farm Management System for turbines;
k) Fiber optic communication line that runs between the collection substation and the O&M building; and
l) Station service transformer and fused disconnect switch.

IF GRATIOT I AND GRATIOT II ARE CO-TENANTS

Transformer#2 and Associated Facilities to be *used by Gratiot I Project and Gratiot II Project Only*

a) Transformer #2
b) 138 kV high-side disconnect switch for Transformer #2
c) Common 138 conductor, bus work, insulators, and bus structure located between Transformer #2 and the 138 kV group operated disconnect switch 34.5
d) 138kV 2000A power circuit breaker located on the high side of Transformer #2
e) 34.5 kV low-side disconnect switch for Transformer #2
f) Protection relays and associated wiring for Transformer #2 and Bus#2
g) Revenue metering installation including sets of revenue current transformers on Transformer #2 High Side with associated revenue meters installed in control building.

h) Three 138 kV surge arrestors mounted on high side of Transformer #2
i) Three 34.5 kV surge arrestors mounted on low side of Transformer #2
j) Three 34.5 kV Bus voltage transformers
k) Common 34.5 kV conductors, bus work, insulators, and bus/collection system structure.
l) Control and relaying equipment in the Control House related to Transformer #2

EXHIBIT E

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

SHORT FORM OF ASSIGNMENT, CO-TENANCY, AND SHARED FACILITIES AGREEMENT

Please See Attached.

SHORT FORM OF ASSIGNMENT, CO-TENANCY, AND SHARED FACILITIES AGREEMENT

This SHORT FORM OF ASSIGNMENT, CO-TENANCY, AND SHARED FACILITIES AGREEMENT (this "Short Form Agreement") is made as of the 22nd day of December, 2010, by and among GRATIOT COUNTY WIND LLC, a Delaware limited liability company ("Gratiot County Wind I") of One Wacker Drive, Suite 1900, Chicago, Illinois 60606, GRATIOT COUNTY WIND II LLC, a Delaware limited liability company ("Gratiot County Wind II") of One Wacker Drive, Suite 1900, Chicago, Illinois 60606, INVENERGY WIND DEVELOPMENT MICHIGAN LLC, a Delaware limited liability company ("IWDM") of One Wacker Drive, Suite 1900, Chicago, Illinois 60606, and THE DETROIT EDISON COMPANY, a Michigan corporation ("DECO"), of One Energy Plaza, Detroit, Michigan 48226 (Gratiot County Wind I, Gratiot County Wind II, IWDM and DECO, collectively, "Co-Tenants"), and INVENERGY SERVICES LLC, a Delaware limited liability company ("Co-Tenancy Manager"), of One Wacker Drive, Suite 1900, Chicago, Illinois 60606, which parties hereby agree as follows:

1. Co-Tenants and Co-Tenancy Manager have entered into that certain Assignment, Co-Tenancy, and Shared Facilities Agreement, dated as of December 22, 2010 (the "Agreement") which is incorporated here by reference (capitalized terms used in this Short Form Agreement but not otherwise defined herein shall have the meanings set forth in the Agreement).

2. The Co-Tenants, being the holders and owners of certain Transmission Easements, Substation Easements, Collection Facilities Easements, and O&M Property (as each is more fully described in Exhibit 1 attached hereto and incorporated herein by this reference, collectively the "Premises"), agree to assign to the other Co-Tenants, and the Co-Tenants agree to accept and assume from such assigning Co-Tenant, certain interests in the Premises and the Shared Facilities in accordance with the terms and conditions contained in the Agreement.

3. Co-Tenants engage Co-Tenancy Manager to operate and maintain the Premises and the Shared Facilities, in accordance with the terms and conditions contained in the Agreement.

4. The term of the Agreement commences on the Contract Date of the Agreement with respect to all parties except DECo, the rights and obligations of which do not commence under the Agreement (and DECo does not become a Co-Tenant thereunder) until the DECo Commencement Date and continues until the earlier to occur of (i) a single Co-Tenant or Secured Party becoming the owner of the entire ownership interest in all of the Easements and the Shared Premises and Facilities or (ii) the mutual agreement of all the Co-Tenants with the consent of the then existing Secured Parties, each in accordance with the terms and conditions contained in the Agreement.

5. In the event of any conflict between the terms of this Short Form Agreement and the Agreement, the terms of the Agreement shall prevail.

6. The Short Form Agreement may be executed in counterparts, all counterparts together shall be construed as one document.

7. The covenants of the Co-Tenants made in the Agreement shall be deemed to be covenants running with and binding upon the land pursuant to applicable law for the duration of the Term.

8. This instrument has been executed and will be recorded for the purpose of establishing public record notice of the assignment and assumption of certain rights and interests in the Shared Premises and Facilities and Collection Facilities Easements.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Co-Tenants and Co-Tenancy Manager have executed this Short Form Agreement as of the day and year first above written.

"Gratiot County Wind"

Gratiot County Wind LLC

By: _____

Name: James J. Shield

Title: Vice President

"DECO"

The Detroit Edison Company

By: _____

Name: Gerard M. Anderson

Title: Chief Executive Officer

Legal Reviewed

"Gratiot County Wind"

Gratiot County Wind II LLC

By: _____

Name: _____

Title: _____

"IWDM"

Invenergy Wind Development Michigan LLC

By: _____

Name: _____

Title: _____

"Co-Tenancy Manager"

Invenergy Services LLC

By: _____

Name: _____

Title: _____

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Acknowledged before me this 21st day of December 2010 James D. Shield, the Vice President of **Gratiot County Wind LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

OFFICIAL SEAL
RUTH M NADOLNY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/23/13

Ruth M. Nadolny
Name: Ruth M. Nadolny
Notary Public, State of Illinois
My Commission Expires: 02/23/13
Acting in the County of: Cook

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Gratiot County Wind II LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____
Acting in the County of: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Invenergy Wind Development Michigan LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____
Acting in the County of: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **The Detroit Edison Company**, a Michigan corporation, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Invenergy Services LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

PREPARED BY:

Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue, NW
Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
One South Wacker Drive
Suite 1900
Chicago, IL 60606

IN WITNESS WHEREOF, Co-Tenants and Co-Tenancy Manager have executed this Short Form Agreement as of the day and year first above written.

"Gratiot County Wind"

Gratiot County Wind LLC

By:_____

Name:_____

Title:_____

"DECO"

The Detroit Edison Company

By:_____

Name: Gerard M. Anderson

Title: Chief Executive Officer

"Gratiot County Wind"

Gratiot County Wind II LLC

By:_____

Name:_____

Title:_____

"IWDM"

Invenergy Wind Development Michigan LLC

By:_____

Name:_____

Title:_____

"Co-Tenancy Manager"

Invenergy Services LLC

By:_____

Name:_____

Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Gratiot County Wind LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Gratiot County Wind II LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Invenergy Wind Development Michigan LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

Acknowledged before me this 22 day of DEC, 2010, GERARD M. ANDERSON the CEO of **The Detroit Edison Company**, a Michigan corporation, who executed the foregoing document on behalf of said company.

LORRI A. HANNER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 20, 2013

Lorri A. Hanner
Name: LORRI A. HANNER
Notary Public, State of MICHIGAN
My Commission Expires: 4/20/13
Acting in the County of: WAYNE

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Invenergy Services LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____
Acting in the County of: _____

PREPARED BY:

Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue, NW
Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
One South Wacker Drive
Suite 1900
Chicago, IL 60606

IN WITNESS WHEREOF, Co-Tenants and Co-Tenancy Manager have executed this Short Form Agreement as of the day and year first above written.

"Gratiot County Wind"

Gratiot County Wind LLC

By:_____

Name:_____

Title:_____

"DECO"

The Detroit Edison Company

By:_____

Name: Gerard M. Anderson

Title: Chief Executive Officer

"Gratiot County Wind"

Gratiot County Wind II LLC

By:_____

Name: James J Shield

Title: Vice President

Legal Reviewed

"IWDM"

Invenergy Wind Development Michigan LLC

By:_____

Name:_____

Title:_____

"Co-Tenancy Manager"

Invenergy Services LLC

By:_____

Name:_____

Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Gratiot County Wind LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Acknowledged before me this 21st day of December, 2010, James J. Child, the Vice President of **Gratiot County Wind II LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

OFFICIAL SEAL
RUTH M NADOLNY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/23/13

Ruth M. Nadolny
Name: Ruth M. Nadolny
Notary Public, State of Illinois
My Commission Expires: 02/23/13
Acting in the County of: Cook

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Invenergy Wind Development Michigan LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **The Detroit Edison Company**, a Michigan corporation, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Invenergy Services LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

PREPARED BY:

Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue, NW
Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
One South Wacker Drive
Suite 1900
Chicago, IL 60606

IN WITNESS WHEREOF, Co-Tenants and Co-Tenancy Manager have executed this Short Form Agreement as of the day and year first above written.

"Gratiot County Wind"

Gratiot County Wind LLC

By:_____

Name:_____

Title:_____

"DECO"

The Detroit Edison Company

By:_____

Name: Gerard M. Anderson

Title: Chief Executive Officer

"Gratiot County Wind"

Gratiot County Wind II LLC

By:_____

Name:_____

Title:_____

"IWDM"

Invenergy Wind Development Michigan LLC

By:_____

Name: James J. Shield

Title: Vice President

Legal Reviewed

"Co-Tenancy Manager"

Invenergy Services LLC

By:_____

Name:_____

Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Gratiot County Wind LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Gratiot County Wind II LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Acknowledged before me this 21st day of December, 2012, James J. Shield, the Vice President of **Invenergy Wind Development Michigan LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

Ruth M. Nadolny
Name: Ruth M. Nadolny
Notary Public, State of Illinois
My Commission Expires: 02/23/13
Acting in the County of: Cook

OFFICIAL SEAL
RUTH M NADOLNY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/23/13

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **The Detroit Edison Company**, a Michigan corporation, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Invenergy Services LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

PREPARED BY:

Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue, NW
Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
One South Wacker Drive
Suite 1900
Chicago, IL 60606

IN WITNESS WHEREOF, Co-Tenants and Co-Tenancy Manager have executed this Short Form Agreement as of the day and year first above written.

"Gratiot County Wind"

Gratiot County Wind LLC

By:_____

Name:_____

Title:_____

"DECO"

The Detroit Edison Company

By:_____

Name: Gerard M. Anderson

Title: Chief Executive Officer

"Gratiot County Wind"

Gratiot County Wind II LLC

By:_____

Name:_____

Title:_____

"IWDM"

Invenergy Wind Development Michigan LLC

By:_____

Name:_____

Title:_____

"Co-Tenancy Manager"

Invenergy Services LLC

By:_____

Name: Alex C George

Title: Vice President

Legal Reviewed

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Gratiot County Wind LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Gratiot County Wind II LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **Invenergy Wind Development Michigan LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, _____, the _____ of **The Detroit Edison Company**, a Michigan corporation, who executed the foregoing document on behalf of said company.

_____
Name:_____
Notary Public, State of _____
My Commission Expires:_____
Acting in the County of:_____

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Acknowledged before me this 21st day of December, 2010, Alex C. George, the Vice President of **Invenergy Services LLC**, a Delaware limited liability company, who executed the foregoing document on behalf of said company.

OFFICIAL SEAL
RUTH M NADOLNY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/23/13

Ruth M. Nadolny
Name: Ruth M. Nadolny
Notary Public, State of Illinois
My Commission Expires: 02/23/13
Acting in the County of: Cook

PREPARED BY:

Leslee M. Lewis
Dickinson Wright PLLC
200 Ottawa Avenue, NW
Suite 1000
Grand Rapids, MI 49503
(616) 458-1300

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Gratiot County Wind LLC
c/o Invenergy Wind Development LLC
Attn: Bryan Schueler
One South Wacker Drive
Suite 1900
Chicago, IL 60606

EXHIBIT 1

TRANSMISSION EASEMENTS, SUBSTATION EASEMENTS, COLLECTION FACILITIES EASEMENTS, O& M PROPERTY

This Exhibit redacted in its entirety.

EXHIBIT F

Attached to and made a part of the Assignment,
Co-Tenancy, and Shared Facilities Agreement

NET REVENUE LOSSES CALCULATION METHODOLOGY

Net Revenue Loss payments ("NRL Payments") during any period of time for which they are required hereunder (the "NRL Period") shall equal the sum of (a) the product of (i) the MWh of electricity that would have been produced based on the actual wind measurements during the NRL Period, and (ii) the price such electricity would have been sold by the Co-Tenant receiving such NRL Payment under such Co-Tenant's power purchase agreement had the electricity been produced, or if such Co-Tenant has no power purchase agreement, then at the Commodity Reference Price for electricity during such NRL Period, (b) if the Co-Tenant is eligible to receive the federal production tax credits ("PTCs") pursuant to 26 U.S.C. §45, the dollar value for the PTCs that would have been payable to the Co-Tenant receiving such NRL Payments during the NRL Period, grossed up on an after-tax basis assuming a 35% federal income tax rate (and no state, local, foreign or other income taxes), (c) if the Co-Tenant is eligible to receive renewable energy credits, including those granted pursuant to Sections 39 and 41 of the Clean, Renewable and Efficient Energy Act that represents generated renewable energy, including without limitation credits granted under sections 39(2)(b)-(e), as applicable, of the Clean, Renewable and Efficient Energy Act ("RECs"), the dollar value for the RECs that would have been payable to the Co-Tenant receiving such NRL Payments based on the average price per MWh of RECs of two valid seller price quotes for lots of not less than 5,000 MWhs of comparable RECs from nationally recognized REC brokers; provided such Co-Tenant is not otherwise compensated for RECs as part of subsection (a) above, and (d) any penalties assessed against such Co-Tenant for failing to produce electricity such Co-Tenant was contractually obligated to produce. The term "Commodity Reference Price" means the average of the day-ahead MISO locational marginal price at MISO's Commercial Pricing Node (CPN) for the Projects which will be established upon interconnection of the Projects during the NRL Period or any successor MISO pricing market that reports prices applicable during the NRL Period at the affected Party's commercial pricing node for all hours during such NRL Period.

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion, regarding the regulatory reviews, revisions, determinations, and/or approvals necessary for The Detroit Edison Company to fully comply with Public Acts 286 and 295 of 2008.	)	Case No. U-15806-GCW (Paperless e-file)

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

Estella R. Branson, being duly sworn, deposes and says that on the 25th day of January, 2011, a copy of correspondence to Ms. Kunkle from Mr. Charles L. Conlen dated January 25, 2011, a copy of correspondence to Gratiot County Wind LLC from Mr. Gerard M. Anderson dated December 17, 2010, a copy of the Build Transfer Agreement executed on December 22, 2010, a copy of the Shared Facilities Agreement executed on December 22, 2010 and a Proof of Service in the above captioned matter was served upon the persons on the attached service list via e-mail.

Estella R. Branson
Digitally signed by Estella R. Branson
DN: cn=Estella R. Branson, o=DTE - Regulatory Affairs, ou=DTE - Regulatory Affairs, email=bransone@dteenergy.com, c=US
Date: 2011.01.25 14:00:22 -05'00'

Estella R. Branson

Subscribed and sworn to before
me this 25th day of January, 2011.

Karyn Beth Teal
Digitally signed by Karyn Beth Teal
DN: cn=Karyn Beth Teal, o=DTE Energy, ou=Legal - Regulatory Affairs, email=tealk@dteenergy.com, c=US
Date: 2011.01.25 14:11:17 -05'00'

Notary Public

Karyn Beth Teal
Macomb County, Michigan
My Commission Expires: 7-21-2011
Acting in Wayne County

MPSC Case No. U-15806
January 2011
SERVICE LIST

ABATE
Robert A.W. Strong
Thomas Maier
Clark Hill PLC
151 South Old Woodward Avenue
Suite 200
Birmingham MI 48009-6179
rstrong@clarkhill.com
tmaier@clarkhill.com

James T. Selecky
Brubaker & Associates, Inc.
16690 Swingley ridge Road, Ste. 140
Chesterfield, MO 63017
jtselecky@consultbai.com

CONSTELLATION NEWENERGY
John M. Dempsey
Dickinson Wright, PLLC
215 Washington Square, Suite 200
Lansing, MI 48933
jdempsey@dickinsonwright.com
Cynthia.A.Fonner@constellation.com

Jennifer L. Copeland
Dickinson Wright PLLC
301 E. Liberty, Suite 500
Ann Arbor, MI 48104
jcopland@dickinsonwright.com

ENERGY MICHIGAN
Eric J. Schneidewind, Esq.
Varnum, Riddering & Schmidt
201 N. Washington Square, Suite 810
Lansing, MI 48933
ejschneidewind@varnumlaw.com

MICHIGAN ATTORNEY GENERAL
Don Erickson
Assistant Attorney General
Special Litigation Division
525 W. Ottawa Street, 7th Floor
Lansing, Michigan
ericksond@michigan.gov

Michael J. McGarry, Sr.
2131 Woodruff Road, Suite 2100 PMB 309
Greenville, SC 29607
mmcgarry@blueridgecs.com

Donna H. Mullinax, CPA, CIA
Vice President/CFO Blue Ridge Consulting Services, Inc.
114 Knightsridge Road
Travelers Rest, SC 29690
dmullinax@blueridgecs.com

MICHIGAN COMMUNITY ACTION AGENCY ASSOCIATION
Don L. Keskey
Public Law Resource Center PLLC
505 N. Capitol Avenue
Lansing, MI 48933-1209
donkeskey@publiclawresourcecenter.com

MICHIGAN SUSTAINABLE ENERGY COALITION
Robert B. Nelson
Jeremy J. Burchman
Fraser, Trebilcock Davis & Dunlap, PC
124 W. Allegan, Suite 1000
Lansing, MI 48933
rnelson@fraserlawfirm.com
jburchman@fraserlawfirm.com

MPSC STAFF
Patricia S. Barone
Tom Stanton
Assistant Attorney General
6545 Mercantile Way, #15
Lansing, MI 48911
baronep@michigan.gov

NEXTERA ENERGY RESOURCES, LLC
Bruce Goodman
333 Bridge St NW
P.O. Box 352
Grand Rapids, MI 49501
bgoodman@varnumlaw.com

NATURAL RESOURCES DEFENSE COUNCIL, MICHIGAN ENVIRONMENTAL COUNCIL ; ENVIRONMENTAL LAW & POLICY; ECOLOGY CENTER
Christopher M. Bzdok
Olson, Bzdok& Howard
420 East Front Street
Traverse City, MI 49686
chris@envlaw.com

Robert Kelter
Bradley Klein
Meleah Geertsman
Environmental Law & Policy
35 E. Wacker Drive, Suite 1300
Chicago, Il 60601
rkelter@elpc.org
bklein@elpc.org
mgeertsma@elpc.org

RES NORTH AMERICA, LLC; NEW COVERT GENERATING COMPANY, LLC; LAFARGE MIDWEST, INC; MICHIGAN WHOLESALE POWER ASSOCIATION; AND LS POWER ASSOCIATES, LP
Jon D. Kreucher
Rodger A. Kershner
Howard & Howard, PC
450 W 4th St
Royal Oak, MI 48067
jkreucher@howardandhoward.com
rkershner@howardandhoward.com

THE DETROIT EDISON COMPANY
Jon P. Christinidis
Bruce R. Maters
Michael J. Solo
One Energy Plaza, 688 WCB
Detroit, MI 48226
christinidisj@dteenergy.com
mpscfilings@dteenergy.com