

## OWNER ESTOPPEL CERTIFICATE AND AGREEMENT

### Robert G. Long Owner of Property, County of Vermilion, State of Illinois

THIS OWNER ESTOPPEL CERTIFICATE AND AGREEMENT (this “Certificate”) is made as of March 11, 2012 (the “Effective Date”) by the undersigned ( the “Owner”), to and for the benefit of the Collateral Agent designated in the Financing Agreement (defined below) acting for itself and the other Secured Parties referred to below (together with its successors and assigns in such capacity, collectively the “Collateral Agent”), Invenergy Wind Development LLC, a Delaware limited liability company (“Tenant”) and Stewart Title Guarantee Company (the “Title Company”).

### RECITALS

A. Owner owns the property located in Vermilion County, in the State of Illinois, as more particularly described on Exhibit A attached hereto and made a part hereof (referred to as the “Site”).

B. Owner and Tenant entered into that certain Agreement Regarding Easements dated April 1, 2009, as evidenced by that certain Grant of Easements dated April 1, 2009 and recorded on July 13, 2009 in the Recorder’s Office for Vermilion County, Illinois as Document Number 09-06414 (collectively, as the same may be modified, supplemented, amended, replaced and/or restated from time to time, the “Easement Agreement”). Tenant shall, prior to the closing on the Loans (as defined in C below), assign all of its interest in the Easement Agreement to California Ridge Wind Energy LLC (“CRWE”).

C. Owner has been advised that Tenant is a party to that certain Credit Agreement (as it may be amended, supplemented, extended, restated or otherwise modified from time to time, the “Financing Agreement”) among Tenant, as borrower, the party identified therein as Administrative Agent, Collateral Agent, Joint Lead Arranger, and the banks or other financial institutions who are or later become parties thereto as lenders (collectively, the “Lenders”) and Joint Lead Arrangers. Pursuant to the terms of the Financing Agreement, the Lenders have agreed to make certain loans (the “Loans”) available to Tenant and to participate in a Total LC Commitment in order to finance the construction by Tenant of a wind energy electric generating plant (capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Financing Agreement).

D. Pursuant to the terms of the Financing Agreement, Tenant will execute and deliver to Collateral Agent (i) a mortgage (as it may be amended, restated, renewed, modified, consolidated, or supplemented from time to time, the “Construction Mortgage”) in favor of the Collateral Agent for the benefit of the Secured Parties (as such term is defined in the Construction Mortgage), encumbering, among other things, Tenant’s interests in the Site and the Easement Agreement and all improvements constructed thereon by Tenant, and (ii) all related security and loan documents and other documentation referred to in the Construction Mortgage.

E. Tenant will contemporaneously herewith execute and deliver to the Collateral Agent an instrument granting to the Collateral Agent a security interest in all of the improvements, fixtures, equipment and other personal property now or hereafter owned by such person and now or hereafter located on the Site, including, without limitation, all turbines, substations, electrical transmission lines, poles, towers and other improvements now or hereafter located on or under the Site (all of the foregoing, collectively, the "Personal Property").

F. Title Company will be issuing owner's and lender's title insurance policies (collectively, the "Title Policies") insuring the interest of Tenant, the lien interest of the Collateral Agent in and to the Easement Agreement and the Site and the improvements constructed thereon by Tenant.

NOW, THEREFORE, Owner, knowing that the Collateral Agent will rely on this Certificate in accepting the Construction Mortgage and that the Title Company will rely on this Certificate in issuing the Title Policies, hereby states, certifies, confirms, acknowledges, represents, warrants, covenants and agrees as follows:

1. Validity of Easement Agreement. The Easement Agreement attached hereto as Exhibit B (a) is a true, complete and correct copy of the Easement Agreement, including all agreements and modifications thereto, up to the Effective Date, (b) is valid and in full force and effect, in accordance with its terms, (c) has not been waived, surrendered, canceled, terminated or abandoned, whether in writing or pursuant to a purported oral waiver, surrender, cancellation, termination or abandonment and (d) constitutes the entire agreement between Owner and Tenant with respect to the subject matter contained therein, and no other leases, covenants, or understandings exist between Owner and Tenant other than as set forth in the Easement Agreement.

2. Prior Assignments. To the best of Owner's knowledge, Tenant is presently the "Grantee" (as such term is defined in the Easement Agreement) under the Easement Agreement. Owner has not received oral or written notice of any assignment, prior encumbrance or pledge of the Easement Agreement by Tenant. The Owner has not assigned any of its rights under the Easement Agreement.

3. Amendment. The Easement Agreement has not been supplemented, modified or amended (orally or in writing) except as otherwise provided herein. The Easement Agreement will not be supplemented, modified or amended (orally or in writing) while the Construction Mortgage is in effect without the Collateral Agent's prior written consent.

4. No Termination. Owner has not commenced any action or sent any presently effective notice to Tenant (or received any presently effective notice from Tenant) for the purpose of terminating, canceling or surrendering the Easement Agreement. Owner is not presently entitled to terminate, cancel or surrender the Easement Agreement. Owner has no knowledge of any facts entitling Owner to any claim, counterclaim, offset or defense against Tenant in respect of the Easement Agreement.

5. No Tenant Defaults. Tenant has fulfilled all of its obligations under the Easement Agreement as of the date hereof and Owner has not given any notice of default to Tenant, other than as to any default(s) that have been cured. Owner is not presently aware of any breach or default of Tenant under the Easement Agreement or any fact or circumstance that, with the passage of time or the giving of notice, or both, would constitute a breach or default under the Easement Agreement. There are no legal proceedings commenced or threatened against Tenant by Owner.

6. No Owner Defaults. Owner has not received any notice of default from Tenant, other than as to any default(s) that have been cured. Owner is not in default under the Easement Agreement and no event has occurred and is continuing which, with the giving of notice or passage of time, or both, would constitute a breach or default by Owner under the Easement Agreement. There are no legal proceedings commenced or, to the best of Owner's knowledge, threatened against Owner by Tenant.

7. Payments. All fees and payments due under the Easement Agreement through and including the date hereof have been paid. As of the date hereof, no other fees or other payments are presently due under the Easement Agreement.

8. Status; Owner Mortgages and Liens. As of the date hereof, Owner is the "Owner" (as such term is defined in the Easement Agreement) under the Easement Agreement and has not executed any mortgage, deed of trust or other consensual lien encumbering Owner's interest in the Site or the Easement Agreement, except as set forth on Schedule 1 attached hereto and made a part hereof. Owner will cooperate with Tenant and Collateral Agent and use best efforts to obtain a subordination and nondisturbance agreement from each mortgagee or lienholder described in Schedule 1.

9. No Condemnation. There are no pending or, to the knowledge of Owner, contemplated condemnation or eminent domain proceedings with respect to the Site or any portion thereof.

10. Title Insurance Matters. Owner represents that:

(a) Owner owns the Site in fee simple.

(b) There are no unpaid bills incurred by the Owner for work performed upon or materials delivered to the Site for the construction or improvement of the Site during the past 12 months.

(c) There are no (i) unrecorded tenancies, lease agreements, or other occupancies or rights of possession on the Site or (ii) options, contracts or other agreements with any person or entity that would interfere with the use of the Site by Tenant, or its successors or assigns, for the purposes set forth in the Easement Agreement, except as described in Schedule 2 attached hereto and made a part hereof.

(d) There are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this Certificate is given.

(e) There are no unrecorded judgments, liens, mortgages or other claims against the Site. Owner agrees to indemnify Title Company against any loss (including any enforcement costs) occurring because of the existence of any of the matters listed in this paragraph 10 which are known to the Owner and not disclosed hereby.

11. Tenant's Mortgagees and their Rights. Pursuant to the terms of the Easement Agreement, this Certificate shall serve as notice to Owner that the Collateral Agent is an "Easement Mortgagee" as defined in Section 11 of the Agreement Regarding Easements, and Owner acknowledges that the Collateral Agent is entitled to all rights, privileges, and protections that apply to an "Easement Mortgagee" under the Easement Agreement, including without limitation, the right to receive notice of, and to cure, any default under the Easement Agreement. The Construction Mortgage constitutes an "Easement Mortgage" under the Easement Agreement. Owner agrees to provide to Collateral Agent, as such Easement Mortgagee, at the address provided on Exhibit C hereto, a copy of all notices or other communications required and/or permitted to be given under the Easement Agreement, in accordance with the notice provisions thereof, including any request by either Owner or Tenant for any modification, amendment, or supplement to the Easement Agreement. Notwithstanding any term or provision of the Easement Agreement to the contrary, Owner acknowledges and consents to the collateral assignment of the Easement Agreement by the Tenant for the benefit of Lenders pursuant to the Financing Agreement.

12. Personal Property; Property Insurance Proceeds. Owner acknowledges that the Personal Property is owned by Tenant and acknowledges and agrees that Owner shall have no lien or claims of any nature now or hereafter, by statute, agreement or otherwise, in or to the Personal Property or in property insurance proceeds received by Tenant or any affiliate of Tenant under any property insurance policy maintained with respect to the Site and the Personal Property thereon. Owner acknowledges that the Personal Property shall remain personal property (and not fixtures) notwithstanding the manner or mode of attachment to the Site, and Owner consents and agrees to the Collateral Agent's (or its respective assignee's, nominee's or designee's) removal of any Personal Property from the Site, notwithstanding the occurrence of an event of default under the Easement Agreement beyond all applicable notice and cure periods (including those granted to the Collateral Agent).

13. No Disputes; No Bankruptcy. To Owner's knowledge, (a) no disputes, claims or litigation exist asserting that the Easement Agreement is unenforceable or violates any other agreement, (b) the Easement Agreement is not, and has not been, the subject of any bankruptcy or foreclosure proceeding, (c) no event, act, circumstance or condition constituting an event of force majeure exists, (d) no pending eminent domain proceedings or other government actions exist and (e) Tenant does not currently owe any indemnity payments or other amounts to the Owner under the Easement Agreement. Further, Owner is not now insolvent, nor has Owner been insolvent, at any time since execution of the Easement Agreement, and there are no

proceedings, whether voluntary or involuntary, pending against Owner under the bankruptcy or insolvency laws of the United States of America or any state thereof.

14. No Conservation Reserve Program. No portion of the Site is currently enrolled in the U.S. Department of Agriculture's Conservation Reserve Program.

15. Review of Site Plan, Transmission Line. Without limiting the generality of Section 5 hereof, Tenant has complied with the provisions of Section 7 of the Easement Agreement and has provided a site plan to Owner for Owner's review indicating the approximate proposed location of the Personal Property on the Site, and Tenant has considered in good faith any suggestions or concerns that Owner has with the siting of such Personal Property. If a transmission line is to be placed on the Site, Tenant has used commercially reasonable efforts to minimize interference with Owner's use of the Site.

16. Notices. All notices required to be sent to the Collateral Agent pursuant to this Certificate or the Easement Agreement shall be effective only if in writing and given by hand delivery, by registered or certified United States Mail, or by nationally recognized overnight courier addressed to the address for such party shown on Exhibit C or to such different address as the Collateral Agent may specify.

17. Reliance on Certificate; Successors and Assigns. This Certificate may be relied upon by, and shall inure to the benefit of, the Collateral Agent (and its assignees, nominees or designees), the Lenders, any assignee of the Easement Agreement, including without limitation CRWE, Tenant, any affiliate of or successor owner, or investor in Tenant and any title insurance company (including, without limitation, Title Company), and their respective successors and assigns, and shall be binding upon Owner and its heirs, representatives, successors and assigns, including, without limitation, all successor owners of the Site or any part thereof or Owner's interest in the Easement Agreement. This Certificate is not intended to limit any rights of the Collateral Agent under the Easement Agreement.


18. Counterparts. This Certificate may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one document.

19. Governing Law. This Certificate and its validity, enforcement and interpretation shall be governed by the laws of the State of Illinois.

[remainder of this page blank—signature page follows]

IN WITNESS WHEREOF, Owner has executed and delivered this Certificate as of the Effective Date.

OWNER:

  
Name: Robert G. Long

Address: 411 South Pearl Street  
Bluffs, IL 62621

**Schedule 1**

Mortgages or Deeds of Trust

## **Schedule 2**

### **Unrecorded Tenancies, Lease Agreements, Easement Agreements, Occupancy or Rights of Possession, Options, Contracts, or Other Unrecorded Third Party Agreements Encumbering the Site**



**Exhibit A**

Legal Description

**THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 21 NORTH, RANGE  
14, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN VERMILION COUNTY, ILLINOIS**

PIN: 11-27-300-001

## **Exhibit B**

### **Description of the Easement Agreement**

Agreement Regarding Easements dated April 1, 2009 between Robert G. Long (“Owner”) and Invenegy Wind Development LLC, a Delaware limited liability company (“Tenant”), as evidenced by that certain Grant of Easements between Owner and Tenant, recorded in the Official Public Records of Vermilion County, Illinois on July 13, 2009 as Document No. 09-06414.

## **Exhibit C**

### Notice Addresses

**If to the Collateral Agent:**

Owner acknowledges that Owner will be receiving the Collateral Agent name and contact information at a later date and agrees that such Collateral Agent will be entitled to rely on this Certificate.

**If to Tenant:**

Invenergy Wind Development LLC  
One South Wacker Drive, Suite 1900  
Chicago, IL 60606  
Tel: (312) 224-1400  
Fax: (312) 224-1444  
Attention: General Counsel