

WHEN RECORDED, RETURN TO:

PARSONS BEHLE & LATIMER
One Utah Center
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Attention: Kerry L. Owens

NCS 344152

00170558
B: 507 P: 155 Fee \$33.00
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Ent 240604 Bk 437 Pg 860
Date: 25-AUG-2009 9:37AM
Fee: \$32.00 ACH
Filed By: CP
BRUCE BROWN, Recorder
BEAVER COUNTY CORPORATION
For: FIRST AMERICAN NCS - COTTONW
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Space above for County Recorder's Use

AMENDED AND RESTATED MEMORANDUM OF LEASE
(Millard County)

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE ("Memorandum"), is made effective as of February 22, 2007, by and between Circle Four LLC, a Delaware limited liability company (together with its successors and assigns, the "Lessor"), and Milford Wind Corridor Phase II, LLC, a Delaware limited liability company (together with its successors and assigns, the "Lessee"), with respect to the following:

A. Lessor and Milford Wind Corridor Phase I, LLC, a Delaware limited liability company ("Beaver County Lessee") are parties to that certain Land Lease Agreement dated effective as of February 22, 2007 ("Original Land Lease"), concerning certain premises ("Premises") more particularly described in the Original Land Lease located in Beaver County and Millard County, Utah as evidenced by that certain Memorandum of Lease ("Original Memorandum") recorded in the Beaver County Recorder's Office on February 26, 2007, as Entry No. 230418, in Book 402, beginning at Page 392 and in the Millard County Recorder's Office on February 26, 2007, as Entry No. 160231, in Book 462, beginning at Page 467.

B. Pursuant to the Original Land Lease, Lessor and Beaver County Lessee have agreed to amend the Original Land Lease to remove all portions of the Premises located in Millard County, Utah together with a portion of the Premises located in Beaver County, Utah in Section 6, Township 26 South, Range 9 West, Salt Lake Base and Meridian ("Millard County Premises") as more particularly described on Exhibit "A" attached hereto.

C. Beaver County Lessee has assigned to Lessee and Lessee has assumed all right, title and interest of Beaver County Lessee in and to the Original Land Lease with respect to the Millard County Premises.

D. Lessor and Lessee have entered into that certain Amended and Restated Land Lease Agreement dated made effective as of February 22, 2007 and executed April 22, 2009 ("Amended and Restated Lease"), concerning the Millard County Premises.

1. TERM AND PREMISES. For the initial term of forty (40) years and upon the provisions set forth in the Amended and Restated Lease, all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein, Lessor leases to Lessee and Lessee leases from Lessor the Millard County Premises.

2. OPTIONS TO EXTEND TERM. Reference is particularly made to Section 9.1 of the Amended and Restated Lease wherein Lessee is given the option to renew the Amended and Restated Lease on the terms and conditions set forth therein for two (2) successive periods of ten (10) years each.

3. EXCLUSIVE USE. Reference is particularly made to Section 5 of the Amended and Restated Lease wherein Lessee is granted exclusive rights with respect to the exploitation of wind energy occurring on the Millard County Premises. Section 5 of the Amended and Restated Lease also provides the Lessor covenants not to convey or authorize the exploitation of wind energy occurring on the Millard County Premises or otherwise to grant or suffer any conflicting rights with respect to the Millard County Premises.

4. RIGHT TO PURCHASE. Reference is particularly made to Section 20 of the Amended and Restated Lease wherein Lessee has the right during the initial term or any extension thereof to purchase the Millard County Premises pursuant to the terms and conditions set forth therein.

5. RELATION BACK. The parties intend the Amended and Restated Lease and this Memorandum to relate back to the Original Land Lease and the Original Memorandum.

6. PURPOSE OF MEMORANDUM. This Memorandum is prepared for the purposes of recording a notification as to the existence of the Amended and Restated Lease but in no way modifies the express and particular provisions of the Amended and Restated Lease. In the event of a conflict between the terms of the Amended and Restated Lease and the terms of this Memorandum, the terms of the Amended and Restated Lease shall control.

7. ADDITIONAL INFORMATION. Additional information regarding the Amended and Restated Lease may be obtained by contacting any of the following:

Lessor: Circle Four LLC
341 South Main Street
P.O. Box 100
Milford, UT 84751
Attention: Jim Webb

Lessee: Milford Wind Corridor Phase II, LLC
c/o First Wind Energy, LLC
85 Wells Avenue, Suite 305
Newton, MA 02459
Attention: General Counsel

8. COUNTERPARTS. This Memorandum may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument as of the dates below written to be effective as of the date first above written.

LESSOR:

Circle Four LLC,
a Delaware limited liability company

Date: April __, 2009

By: Dwight D Potter
Print Name: Dwight D Potter
Title: General Manager

LESSEE:

Milford Wind Corridor Phase II, LLC,
a Delaware limited liability company

Date: April __, 2009

By: _____
Print Name: _____
Title: _____

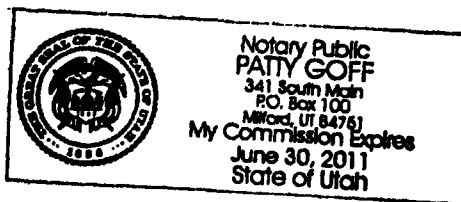
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STATE OF Utah)
COUNTY OF Beaver) : ss.

The foregoing instrument was acknowledged before me this 16th day of April, 2009, by Dwight P. Potter, as General Manager of Circle Four LLC, a Delaware limited liability company.

Patty Goff
NOTARY PUBLIC
Residing at: 341 So. Main, Milford, UT 84751

My Commission Expires:
June 30, 2011



STATE OF _____)
COUNTY OF _____) : ss.

The foregoing instrument was acknowledged before me this _____ day of April, 2009, by _____, as _____ of Milford Wind Corridor Phase II, LLC, a Delaware limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

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IN WITNESS WHEREOF, the parties have executed this instrument as of the dates below written to be effective as of the date first above written.

LESSOR:

Circle Four LLC,
a Delaware limited liability company

Date: April ____, 2009

By: _____
Print Name: _____
Title: _____

LESSEE:

Milford Wind Corridor Phase II, LLC,
a Delaware limited liability company

Date: April ____, 2009

By: *[Signature]*
Print Name: Evelyn Lim
Title: Secretary

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STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of April, 2009, by _____, as _____ of Circle Four LLC, a Delaware limited liability company.

NOTARY PUBLIC
Residing at: _____

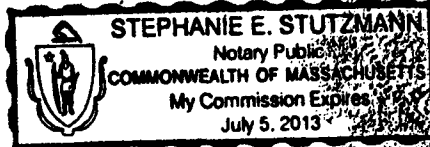
My Commission Expires:

Commonwealth
STATE OF Massachusetts)
 : ss.
COUNTY OF Middlesex)

The foregoing instrument was acknowledged before me this 9th day of April, 2009, by Evelyn Lim, as Secretary of Milford Wind Corridor Phase II, LLC, a Delaware limited liability company.

Stephanie E. Stutzmann
NOTARY PUBLIC
Residing at: Boston, MA

My Commission Expires:
July 5, 2013



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[Barcode]

**EXHIBIT A
TO
AMENDED AND RESTATED MEMORANDUM OF LEASE
(Millard County)**

LEGAL DESCRIPTION

The real property referenced in the foregoing instrument is located in Millard County, Utah, and is more particularly described as:

PARCEL 1: (8737)

THE SOUTH HALF OF SECTION 31, TOWNSHIP 25, SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 2: (8738)

ALL OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 3: (8739)

THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 4: (8739-1)

THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 5: (8911-A)

THE NORTH 120.32 ACRES OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 6: (8734)

THE SOUTH HALF OF SECTION 29, TOWNSHIP 25 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 7: (8735)

THE SOUTH HALF OF SECTION 30, TOWNSHIP 25 SOUTH,
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 8: (8733)

THE NORTH HALF OF SECTION 29, TOWNSHIP 25 SOUTH,
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

LESS: THE SOUTH HALF OF THE NORTHWEST QUARTER
OF SAID SECTION 29.

PARCEL 9: (1-217-1 - Beaver Co.)

THAT PORTION OF THE SOUTHEAST QUARTER OF
SECTION 6, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT
LAKE BASE AND MERIDIAN, LYING WITHIN BEAVER
COUNTY.

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