

NCS 344152A AH

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

Ent 239581 Bk 434 Pg 245
Date: 23-APR-2009 9:18AM
Fee: \$53.00 Check
Filed By: CP
BRUCE BROWN, Recorder
BEAVER COUNTY CORPORATION
For: FIRST AMERICAN TITLE

Space above for County Recorder's Use

AMENDED AND RESTATED MEMORANDUM OF LEASE
(Beaver 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 I, LLC, a Delaware limited liability company (together with its successors and assigns, the "Lessee"), with respect to the following:

A. Lessor and 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 Lessee have agreed to amend the Original Land Lease to remove all portions of the Premises located in Millard County, Utah ("**Millard County Premises**") and to execute a separate lease with respect to all portions of the Premises located in Beaver County, Utah ("**Beaver County Premises**") as more particularly described on Exhibit "A" attached hereto.

C. Lessee has assigned to Milford Wind Corridor Phase II, LLC, a Delaware limited liability company ("**Millard County Lessee**") and Millard County Lessee has assumed all right, title and interest of 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 made effective as of February 22, 2007 and executed April 22, 2009 ("**Amended and Restated Lease**"), concerning the Beaver 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 Beaver 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 Beaver 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 Beaver County Premises or otherwise to grant or suffer any conflicting rights with respect to the Beaver 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 Beaver 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 I, 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 22, 2009

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

LESSEE:

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

Date: April ____, 2009

By: _____
Print Name: _____
Title: _____

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 I, LLC,
a Delaware limited liability company

Date: April 22, 2009

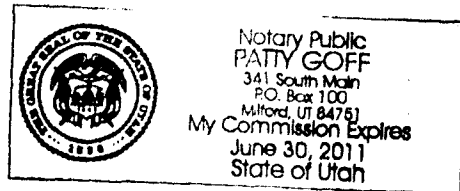
By: *[Signature]*
Print Name: *Evelyn Lin*
Title: *Secretary*

STATE OF Utah)
COUNTY OF Beaver) : ss.

The foregoing instrument was acknowledged before me this 16th day of April, 2009, by Dwight D. 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 I, LLC, a Delaware limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

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 9 day of April, 2009, by Evelyn Lin, as Secretary of Milford Wind Corridor Phase I, LLC, a Delaware limited liability company.

Christine B. Carbone
NOTARY PUBLIC
Residing at: Wellesley, Massachusetts

My Commission Expires:

October 1, 2015

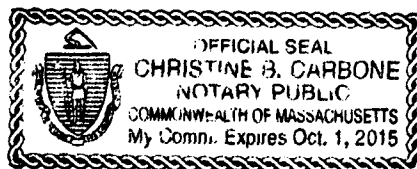


EXHIBIT A

DESCRIPTION OF THE LEASED PREMISES

The Premises consist of the following Parcels located in Beaver County, Utah:

PARCEL 1: Tax ID: 02-0009-0004

THE NORTH HALF OF SECTION 19, TOWNSHIP 26 SOUTH,
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 2: Tax ID: 01-0218-0002

LOTS 3 AND 4; THE EAST HALF OF THE SOUTHWEST
QUARTER AND THE NORTHEAST QUARTER OF SECTION
7, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE
BASE AND MERIDIAN.

PARCEL 3: Tax ID: 01-0220-0001

ALL OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 9
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 4: Tax ID: 01-0221-0002

LOTS 3 AND 4; THE EAST HALF OF THE SOUTHWEST
QUARTER AND THE SOUTHEAST QUARTER OF SECTION
19, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE
BASE AND MERIDIAN.

PARCEL 5: Tax ID: 01-0224-0001

THE EAST HALF AND THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 26
SOUTH, RANGE 9 WEST, SALT LAKE BASE AND
MERIDIAN.

PARCEL 6: Tax ID: 01-0225-0001

THE NORTH HALF OF SECTION 31, TOWNSHIP 26 SOUTH,
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 7: Tax ID: 02-0003-0001

THE WEST HALF OF SECTION 13, TOWNSHIP 26 SOUTH,
RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 8: Tax ID: 02-0003-0002

THE SOUTH HALF OF SECTION 14, TOWNSHIP 26 SOUTH,
RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 9: Tax ID: 02-0004-0002

THE EAST HALF OF SECTION 15, TOWNSHIP 26 SOUTH,
RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 10: Tax ID: 02-0003-0003

ALL OF SECTION 23, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 11: Tax ID: 02-0003-0004

ALL OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 12: Tax ID: 02-0006-0001

ALL OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 13: Tax ID: 02-0007-0001

ALL OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 14: Tax ID: 02-0007-0004

THE EAST HALF OF SECTION 33, TOWNSHIP 26 SOUTH,
RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 15: Tax ID: 02-0007-0005

ALL OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 16: Tax ID: 02-0010-0001

ALL OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 10
WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 17: Tax ID: 02-0009-0002

LOTS 1, 2, 3 AND 4 AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 2, TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 18: Tax ID: 02-0010-0007

ALL OF SECTION 11, TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 19: Tax ID: 02-0006-0002

LOTS 3 AND 4; THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 20: Tax ID: 02-0006-0003

LOTS 1, 2, 3, AND 7; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 21: Tax ID: 01-0221-0001

LOTS 4, 5, 6, 8, 9, 10 AND 11, SECTION 3, TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 22: Tax ID: 02-0002-0002

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 23: Tax ID: 01-0219-0001

THE WEST HALF OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 24: Tax ID: 01-0222-0001

THE WEST HALF OF SECTION 20, TOWNSHIP 26 SOUTH,
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 25: Tax ID: 01-0223-0001

THE WEST HALF OF THE WEST HALF; THE EAST HALF OF
THE NORTHWEST QUARTER AND THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION
29, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE
BASE AND MERIDIAN.

PARCEL 26: Tax ID: 01-0229-0001

LOTS 3 AND 4; THE SOUTH HALF OF THE NORTHWEST
QUARTER; THE NORTH HALF OF THE SOUTHWEST
QUARTER AND THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 27
SOUTH, RANGE 9 WEST, SALT LAKE BASE AND
MERIDIAN.