

ECONOMIC BENEFITS AGREEMENT

This **ECONOMIC BENEFITS AGREEMENT** (this "Agreement") is made and entered into as of the 1st day of September, 2010, by and between HEARTLAND WIND, LLC ("Heartland") and Livingston County, Illinois (the "County").

WHEREAS, Heartland has submitted a special use application for the Streator Deer Run Wind Farm Project (the "Project") in the County and the County Board has granted approval of the special use, with conditions; and

WHEREAS, the Project will require substantial capital investment by Heartland and will result in job creation and economic development in the County; and

WHEREAS, the Project is expected to result in substantial amounts of property taxes to be paid annually to the taxing districts in Livingston County where the Project is located; and

WHEREAS, Heartland and the County desire as part of the special use to agree to the economic benefits resulting from the Project and to other terms and conditions.

NOW, THEREFORE, Heartland and the County hereby agree as follows:

1. The above recitals are incorporated as if fully set forth herein.
2. Heartland agrees that it will pay property taxes due and owing to the taxing districts in Livingston County to the extent required by law, including the terms of the wind energy property assessment as set forth in 35 ILCS 200/10-600 *et seq.* In the event that the wind energy property assessment set forth in 35 ILCS 200/10-600 *et seq.* is decreased, Heartland will continue to pay property taxes on the basis of the wind energy property assessment as set forth in 35 ILCS 200/10-600 *et seq.* as of the date of this Agreement. In the event that the wind energy property assessment set forth in 35 ILCS 200/10-600 *et seq.* is increased, Heartland will pay property taxes on the basis of such increase.
3. Heartland agrees to provide appropriate financial assurance for decommissioning to the County, pursuant to the Livingston County Zoning Ordinance, at the following levels:
 - (A) prior to the date of issuance of the Improvement Location Permit for the Project (the "Improvement Location Permit Issuance Date"): 25% of the per turbine tower amount;
 - (B) within thirty (30) days of the third anniversary of the Improvement Location Permit Issuance Date: 50% of the per turbine tower amount; and
 - (C) within thirty (30) days of the sixth anniversary of the Improvement Location Permit Issuance Date: 100% of the per turbine tower amount.
 - (D) Thereafter, 100% of the per turbine amount shall be maintained pursuant to the Livingston County Zoning Ordinance, including any adjustments

pursuant to such Ordinance.

For purposes of this Section 3, the “per turbine tower amount” as of the Improvement Location Permit Issuance Date shall be \$25,500. Heartland and the County agree that such amount shall be recalculated as of the third anniversary and the sixth anniversary of the Improvement Location Permit Issuance Date in accordance with terms agreed to by Heartland and the County, or recalculated in accordance with the Livingston County Zoning Ordinance. If prior to the sixth anniversary of the Improvement Location Permit Issuance Date, the Project or a controlling interest in the entity owning the Project is conveyed to an entity not owned and controlled by Iberdrola Renewables, Inc. (it being understood that the granting of a security interest in the Project in connection with a financing by Iberdrola Renewables, Inc., or an entity owned or controlled by Iberdrola Renewables, Inc., shall not constitute such a conveyance), then 100% of the per turbine tower decommissioning amount shall be provided prior to such conveyance.

4. Heartland and the County agree to negotiate in good faith to enter into a mutually agreeable County roads agreement with respect to the Project.

5. The County acknowledges that Heartland has paid an application fee of \$150,000 pursuant to Livingston County Ordinance No. 09-21 and Heartland agrees to pay to the County additional actual costs, if any, incurred by the County during the special use application review process and public hearings pursuant to such Ordinance, to the extent such costs are documented and reasonable.

6. The County acknowledges that Heartland, at its option, may seek to obtain an amendment to the Streator Area Enterprise Zone (the “Enterprise Zone”) to include the Project within the boundaries of the Enterprise Zone or to seek High Impact Business designation for the Project.

If (A) (i) an amendment to include the Project in the boundaries of the Enterprise Zone is approved by formal action of the governing bodies of the County, the City of Streator and LaSalle County, for which such approval is required under the Illinois Enterprise Zone Act, 20 ILCS 655/1 *et seq.*, (ii) the application related to such Enterprise Zone amendment is certified by the Illinois Department of Commerce and Economic Opportunity, (iii) a Certificate of Eligibility for Enterprise Zone Sales Tax Exemption is issued with respect to the Project by the Enterprise Zone administrator and (iv) Heartland utilizes such Certificate in the purchase of building materials for the Project;

or

(B) (i) the Project receives a Certification for Designation as a High Impact Business from the Illinois Department of Commerce and Economic Opportunity and (ii) Heartland utilizes such Certification in the purchase of building materials for the Project

then

Heartland, subject to the other terms and conditions of this Agreement, agrees to pay the County an amount equal to \$40,000 per turbine tower payable to the County in six (6) annual

installments of \$6,666.66 each (plus interest as described herein). The first payment for each turbine tower shall be due within thirty (30) days of the facility Commercial Operation Date (“COD”) of the turbine tower, and each subsequent payment shall be due annually within 30 days of the anniversary of the facility COD of such turbine tower. Each subsequent payment shall bear interest at a rate of 2.5% from the date of COD of such turbine tower to the anniversary of the COD in the year of the applicable payment. If prior to all payments being made under this paragraph, the Project or a controlling interest in the entity owning the Project is conveyed to an entity not owned and controlled by Iberdrola Renewables, Inc. (it being understood that the granting of a security interest in the Project in connection with a financing by Iberdrola Renewables, Inc., or an entity owned or controlled by Iberdrola Renewables, Inc., shall not constitute such a conveyance), then full payment of the per turbine tower amount plus interest shall be paid prior to such conveyance.

Prior to the COD, if the sales and use tax exemption applicable to the Project as a result of Section 6(A) or Section 6(B) above is no longer applicable to the Project and Heartland becomes responsible for the payment of sales and use taxes related to building materials for which Heartland previously had the benefit of the sales and use tax exemption, the County agrees that Heartland shall reduce the amount of its remaining payments to the County by a pro rata amount to reflect the payment of such taxes and, if the taxes paid by Heartland exceed such amount, the County agrees to rebate to Heartland the portion of the County’s share of such sales and use taxes up to the amount of the payments previously paid by Heartland under this Agreement.

The County acknowledges that Heartland may enter into agreements with school districts in the area of the Project with respect to certain property tax incentives related to the Project. The County requires that, prior to County approval of any amendment to the boundaries of the Enterprise Zone that may include a school property tax abatement, that an affected school district provide the County, in writing, a request that the County approve the amendment to the Enterprise Zone and an acknowledgment that the school district absolves and holds harmless the County for any adverse financial consequences upon the school district.

7. Heartland represents to the County that (i) it is duly qualified and in good standing in every jurisdiction where the nature of its business requires Heartland to be so qualified (except where the failure to so qualify would not have a material adverse effect on Heartland’s ability to pay or perform under this Agreement), and (ii) it has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

8. The County represents to Heartland that (i) the execution, delivery and performance by the County of this Agreement are within the County’s powers and have been duly authorized by all necessary organizational action and (ii) to the best of the County’s knowledge, the Enterprise Zone, and the County’s participation in the Enterprise Zone, is validly existing and has validly existed throughout the term of the Enterprise Zone.

9. This Agreement contains the entire agreement and understanding between Heartland and the County as to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, commitments, representations, writings and discussions between Heartland and the County with respect to the subject matter of this Agreement, whether oral or

written. The provisions of this Agreement shall not be waived or modified except in writing signed by Heartland and the County.

10. This Agreement shall be binding on Heartland and its successors, transferees and assigns.

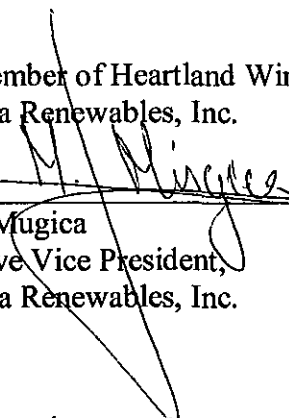
11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[signature page follows]

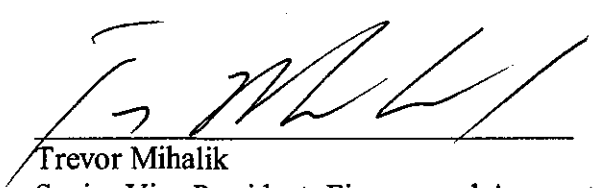
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

HEARTLAND WIND, LLC, an Oregon Limited Liability Company, for itself, its affiliates and all of its successors and assigns

By:
Sole Member of Heartland Wind, LLC:
Iberdrola Renewables, Inc.

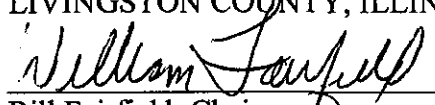


Martin Mugica
Executive Vice President,
Iberdrola Renewables, Inc.



Trevor Mihalik
Senior Vice President, Finance and Accounting
Iberdrola Renewables, Inc.

LIVINGSTON COUNTY, ILLINOIS



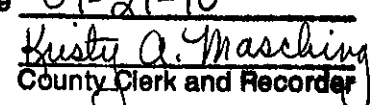
Bill Fairfield, Chairman
Livingston County Board

AFFIRMED



Kristy A. Masching
Livingston County Clerk

STATE OF ILLINOIS
COUNTY OF LIVINGSTON **SS**
I hereby certify that this is a true
copy of the original filed in my
office.

Date 09-21-10


County Clerk and Recorder