



CONSENT TO MORTGAGE (LEASEHOLD INTEREST) IN LAND LEASED FROM THE STATE OF IDAHO

This Consent to Mortgage ("**Consent**") is made this ____ day of _____, 20____, by and among the **STATE OF IDAHO**, by and through the State Board of Land Commissioners, acting by and through the Idaho Department of Lands (collectively "**IDL**"), _____, a _____ **type of entity** authorized to do business in Idaho, whose mailing address is _____ ("**Borrower**"); and _____, whose mailing address is _____ (hereinafter referred to as "**Lender**"). Hereinafter, IDL, Borrower and Lender may be referred to individually as a "Party" or jointly as "Parties" to this Consent.

RECITALS:

IDL and Borrower entered into that certain Commercial Lease No. _____ - Wind Power Project (the "**Lease**"), pursuant to which IDL leased to Borrower the exclusive right and privilege to develop and operate a wind power facility (the "**Wind Project**") on lands located in Elmore County, Idaho, which lands are more specifically described in the Lease (the "**Leased Premises**"), and subject to the terms and conditions of the Lease.

Lender is lending, has loaned or is guaranteeing to Borrower a sum certain for the acquisition, development and operation of the Wind Project on the Leased Premises, which obligation is evidenced by that certain Promissory Note dated _____, 20____, and referenced by loan number _____, and by the separate Mortgage made therefor by Borrower in favor of Lender, dated _____, 20____ ("**Mortgage**"), a true and correct copy of which is attached as Exhibit "A" for reference and review by IDL. If there is any conflict or inconsistency in the terms and conditions of this Consent and the Lease, then the terms and conditions of the Lease shall control. This Consent shall not alter or affect any term or condition of the Mortgage as said Mortgage relates to or defines Borrower's and Lender's rights or responsibilities in any other leasehold interest in real property secured by the Mortgage.

In accordance with Article 10 of the Lease, Borrower and Lender seek the consent of IDL to the Mortgage as it pertains to Borrower's interest in the Lease.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, which are contractual in nature and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Consent to Mortgage. IDL hereby consents to the Mortgage and to the security interest created thereby, along with the rights and privileges granted to Lender thereby, which are subject to the terms and conditions of the Lease. The Parties acknowledge that pursuant to Article 10 of the Lease, the consent of IDL is required in order to grant any mortgage or security interest in the Lease, Wind Project, or Leased Premises. IDL's consent to the granting of a security interest is limited to a security interest upon or against Borrower's leasehold interest set forth under the Lease.

2. Secured Amount. The Borrower and Lender represent to IDL that the amount secured by the Mortgage does not exceed the greater of: (1) the current fair market value of the improvements owned or controlled by Borrower that are currently or will be located on the Leased Premises; (2) the value of existing improvements, if any, and any improvements to be constructed on the Leased Premises as a result

of the amount loaned by Lender to Borrower; or (3) an amount equal to the annual operating expenses for Borrower's activities on the Leased Premises. Any improvements owned by Borrower constitute the personal property of Borrower and shall be dealt with in accordance with the terms and conditions of the Lease.

3. Lease Term Compliance. Borrower, and Lender as may be applicable, shall comply with all terms and conditions of the Lease, including, but not limited to, all notice and default provisions set forth under Article 10 of the Lease.

4. Authority. All persons signing this Consent on behalf of any Party do hereby represent and warrant that they have full power and authority to act on behalf of any such Party and that no further consent or authorization is required.

5. Counterparts. This Consent may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

SIGNATURES TO FOLLOW.

REMAINDER OF PAGE INTENTIONALLY BLANK.

LENDER:

a _____ banking corporation

Date: _____

By: _____
Its: _____ and authorized agent

STATE OF _____)
)ss
COUNTY OF _____)

On this ____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the authorized _____ of _____, a _____ banking corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of such corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

IDL:

IDAHO DEPARTMENT OF LANDS

Date: _____

By: _____
Its: _____ and authorized agent

STATE OF IDAHO)
)ss
COUNTY OF ADA)

On this ____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ and authorized agent of and for the **Idaho Department of Lands**, the state agency that executed the within instrument or the authorized person who executed the instrument on behalf of the Idaho Department of Lands, and acknowledged to me that said the Idaho Department of Lands executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____