CONFIDENTIAL

[__] MEGAWATT WIND FARM

$[__] Construction Credit Facility

INDICATIVE SUMMARY OF TERMS AND CONDITIONS

Please be advised that the summary of material terms and conditions set forth in this indicative term sheet is for discussion purposes only and subject to change. This indicative term sheet does not constitute an offer or commitment by or on behalf of any potential participant to arrange, syndicate, underwrite, purchase, provide, place or otherwise participate in any capacity in the proposed facility, offering or transaction described herein or in any other financing, nor does it constitute an agreement by or on behalf of any potential participant to prepare, negotiate, execute or deliver any such proposed facility, offering or transaction described herein or any other financing, and is without legal effect whatsoever. This indicative term sheet and any other information provided in connection herewith must be held in strict confidence and may not be disclosed to any other person (other than to your affiliates and advisors on a confidential and need to know basis), or referred to publicly, unless with the prior written consent of each potential participant. By accepting this indicative term sheet, the addressee hereof agrees to be bound by the foregoing agreements, restrictions and limitations.

I. GENERAL

Project: A [__] megawatt ([__] turbine) wind farm to be constructed in [__] (the "Project"). The Project will interconnect directly into a [__]kV transmission line, which is approximately [__] miles from the Project. The Project has secured two power purchase agreements ("PPAs"), one with [__] for [__] megawatts over a term of [__] years and another with [__] for [__] megawatts over a term of [__] years.

Credit Facility: The loan facility (the "Credit Facility") will comprise:

a senior secured Project Company construction loan facility of up to $[__] (the "Construction Loan Facility"), which amount shall be based on the lesser of a (i) [100]% advance rate on the purchase price commitment pursuant to a Purchase and Sale Agreement (the "PSA") and (ii) 90% of Project Costs.

Purchase and Sale Agreement: Sponsor has entered into a definitive agreement with a strategic buyer for the sale of a [__]% interest in the Project at COD. The buyer or its parent is investment grade and will be disclosed during diligence. The purchase price is expected to be well in excess of project costs.

Project Costs: The aggregate cost of the Project, inclusive of development costs, site acquisition and easement costs, construction costs, commissioning costs, start-up costs, financing fees, interest during construction, closing costs, a contingency allowance, reserves and all other costs related to the Project. Project costs are expected to be approximately $[__].

Financing Documents: The terms and conditions applicable to the Credit Facility, including financial terms, representations and warranties, covenants, conditions, events of default and remedies typical for this type of construction loan financing, will be contained in one credit agreement (the "Financing Document").

	The Financing Document will contemplate and require the execution and delivery of other customary credit documentation, including, but not limited to, collateral documents and legal opinions. The Financing Document is expected to be based on financing documentation typical for this type of construction loan financing.
Use of Proceeds:	The proceeds of the Construction Loan Facility will be used by the Project Company to finance: (i) the development and construction of the Project (including the purchase of major equipment to be included in the Project), payments for land rights related to the Project, costs for certain interconnection facilities to be used by the Project and other Project costs; (ii) the payment of transaction expenses and third party fees related to the development and construction and financing of the Project; (iii) the payment of transaction expenses and third party fees in respect of the Credit Facility; and (iv) the payment of interest and fees on the Credit Facility that accrue during construction.
Project Company:	[__], a Delaware limited liability company (the "Project Company") and the owner of the Project.
Holdco:	[__], a Delaware limited liability company ("Holdco") and 100% owner of the Project Company.
Borrower:	the Project Company, the ("Borrower").
Sponsor:	[__]
Lead Arranger and Bookrunner:	[__]
Administrative Agent:	[__]
Collateral Agent:	[__]
Depositary Bank:	[___]
Lenders:	The Arrangers and other financial institutions selected by the Arrangers in consultation with the Sponsor (the "Lenders").
Closing:	The date of the execution and delivery of the Financing Document and the related credit documentation (the "Financial Closing Date") is expected to occur on or before [__].

Sponsor Advances: Advances by Sponsor and/or any other affiliate of Sponsor will be made to Project Company such that the amount of any and all such advances equal at least $[__] (the "Sponsor Advances") on or prior to the Financial Closing Date. The Sponsor Advances as of the Financial Closing Date and each borrowing date thereafter shall in aggregate be no less than [__]% of anticipated Project Costs.

Date Certain: [__]

II. [INTENTIONALLY OMITTED]

III. [INTENTIONALLY OMITTED]

IV. CONSTRUCTION LOAN FACILITY

Commitment: $[__] for the Project Company Construction Loan Facility (the "Construction Loan Commitment") which amount shall be based on the lesser of (i) [100]% advance rate on the price pursuant to the PSA and (ii) 90% of Project Costs.

Availability: Loans under the Construction Loan Facility ("Construction Loan") will be available from time to time from the Financial Closing Date until the earliest of:

(i) the full utilization of the Construction Loan Commitment; and

(ii) the date of acceleration of the Credit Facility upon the occurrence of an event of default under the Credit Facility.

Use of Proceeds: As described in Section I.

Term: Commencing on the Financial Closing Date and maturing on the "Construction Loan Maturity Date", defined as the earliest of:

(i) the occurrence of the "Funding Date" under the PSA;

(ii) the Date Certain; and

(iii) the date of acceleration of the Credit Facility upon the occurrence of an event of default under the Credit Facility.

Interest Rate: As described in Section VII.

Commitment Fee: [__]% *per annum* on the average daily unused portion of the Construction Loan Commitment, payable quarterly in arrears, which shall start accruing on the Financial Closing Date.

VI. GENERAL TERMS AND CONDITIONS

Interest Rate for Credit Facilities: 1, 2, 3 or 6 month LIBOR, plus the Applicable Margin (as defined below).

With respect to the Construction Loans the term "Applicable Margin" for any period shall mean [__]%.

The Financing Document shall also provide that loans may be funded at the base rate with an applicable margin equal to 1.00% less than the Applicable Margin for LIBOR loans.

Interest Payments: Accrued interest will be payable at the end of each Interest Period, but no less frequently than quarterly. Interest to be calculated on the basis of (i) a 360-day year and the actual number of days elapsed days for LIBOR loans and (ii) a 365/366-day year and the actual number of days elapsed for base rate loans.

Default Rate Margin: 2.00% *per annum* above the Applicable Margin described above, payable on all outstanding obligations under the Credit Facility upon the occurrence and during the continuance of an event of default under the Credit Facility.

Arrangement/Upfront Fee: Paid to the Lead Arranger and Bookrunner on the Financial Closing Date.

Type of Loan	**Upfront Fees**
Construction Loan	[__]%

Administrative Agent Fee: One time payment of $[__] to be payable at the first Borrowing in respect of the Credit Facility.

Pro Rata Funding: All borrowings under the Credit Facility will be funded *pro rata* from each of the Lenders.

No Reborrowing: Once repaid or prepaid, in full or in part, loans provided under the Credit Facility may not be re-borrowed.

Mandatory Prepayments: The Financing Document will contain customary mandatory prepayment provisions typical for this type of financing transaction.

Voluntary Prepayment: Voluntary prepayments in a minimum amount of $500,000 and in increments of $100,000. All voluntary prepayments shall be applied *pro rata* to scheduled payments.

Application of Prepayments: Prepayments of the Credit Facility may be made without premium or penalty, subject to payment of customary breakage expenses, if any.

All prepayments shall be applied among the financing parties according to their *pro rata* portion of the aggregate principal amount of loans outstanding at the time of the applicable prepayment.

Withholding Taxes: Subject to usual and customary exceptions to be included in the Financing Document, all payments will be made free and clear of, and without deduction or withholding for, any taxes, such that each Lender will receive an amount equal to the sum it would have received had no deductions or withholdings been made.

Illegality; Change of Circumstances; Capital Adequacy; Increased Costs: The Financing Document will include customary provisions protecting the Lenders in the event of unavailability of funding, illegality, increased costs, capital adequacy charges and funding losses, and withholding tax gross-up. The provisions regarding the increased costs of Lenders' funds shall be consistent with what is typical for this type of transaction.

Non-Recourse: Other than as described under the headings "Sponsor Advances", the Lenders will have recourse solely to the Collateral (as defined below).

Collateral: The collateral and security provisions shall be consistent with what is typical for this type of transaction. The obligations under the Credit Facility will be secured by a first priority security interest in, among other things, the following collateral (the "Collateral"):

(i) the real property rights and all inventory, machinery and equipment comprising the Project;

(ii) the accounts receivable, bank accounts and general intangibles of the Project Company;

(iii) all agreements entered into by the Project Company;

(iv) all governmental approvals for the Project, to the extent assignable as collateral;

(v) all insurance and condemnation proceeds receivable by the Project Company;

(vi) all membership interests in the Project Company;

(vii) the PSA and the rights of the borrower entity party to or third party beneficiaries thereunder (including a consent to collateral assignment entered into with the PSA counterparty and any related guarantor, if applicable); and

(viii) all other real or personal property of the Project Company (including cash and financial instruments).

Upon the Construction Loan Maturity Date and full repayment of the Credit Facility, the security interests granted by the Project Company will be released.

Conditions Precedent: The Financing Document will contain customary conditions precedent to the Financial Closing Date, each borrowing, for financings of this type and consistent (as applicable) with precedent transactions among the parties, including, but not limited to, the following conditions, as customary for financings of this type, certain conditions precedent will be subject to a standard as to Material Adverse Effect (as defined below), subject to agreed other materiality and knowledge qualifiers, and consistent (as applicable) with precedent transactions among the parties:

Conditions to Closing

(i) All material Project contracts, the PSA, the PPAs, the construction agreements (including any BOP and turbine supply contracts), the O&M agreement, the interconnection agreement and any other material contract necessary for the construction and initial operation of the Project, and the Financing Document and other credit documentation associated with the Credit Facility shall have been executed and delivered, shall be in full force and effect and shall be in form and substance satisfactory to the Administrative Agent (including with respect to security interests in the Collateral).

(ii) The Administrative Agent shall have received reports from the Independent Engineer and the Wind Resource Consultant (each as defined below) in form and substance satisfactory to the Lenders, covering the technical and economic feasibility of the Project (including, but not limited to, a review of transmission, engineering design, equipment selection, site characteristics, Project contracts, construction budget and schedule, status of permits and licenses, earthquake and flood risks, confirmation of the amount equity contributions made as of the Financial Closing Date, ability of the Project to meet regulatory and contractual requirements, completion of acceptance tests and the net production forecast for the Project, including the probabilities of exceedance of 50%, 75%, 90%, 95% and 99% on a one and 20 year basis).

(iii) The Administrative Agent shall have received a report from the Transmission Consultant (as defined below) in form and substance satisfactory to the Lenders.

(iv) The Administrative Agent shall have received a report from the Insurance Consultant (as defined below) in form and substance satisfactory to the Lenders, addressing the adequacy of the insurance coverage to be maintained (including coverage levels, deductibles, insurance carriers and form and scope of endorsements, including earthquake and flood coverage as necessary with customary exclusions and limitations appropriate for the Project) and all required construction period policies shall have been issued.

(v) The Administrative Agent shall have received evidence reasonably requested by it in connection with its due diligence review of the real property rights associated with the Project in form and substance satisfactory to the Lenders.

(vi) The Administrative Agent shall have received a report from the Environmental Consultant (as defined below) in form and substance satisfactory to the Lenders, addressing, without limitation, the presence or absence of hazardous materials on the Project site.

(vii) All then required permits for the construction of the Project shall have been issued and shall be in full force and effect and in form and substance reasonably satisfactory to the Lenders.

(viii) The Lenders shall have received such financial, organizational and other information concerning the Project Company, Holdco, the Sponsor, any other relevant borrower entities (including the affiliate of the Project Company that is party to the PSA, collectively, the "<u>Credit Parties</u>"), as well as the counterparty to the PSA (and any affiliate guarantor, if applicable) as it shall have reasonably requested in order to complete each Lender's respective "Know Your Customer" processes.

(ix) The Lenders shall have received customary legal opinions (including a tax opinion) consistent with what is typical for this type of transaction, in form and substance reasonably satisfactory to the Lenders.

(x) If the consultants' reports are not addressed directly to, and permit reliance by, the Administrative Agent, the Arrangers and the Lenders, the Administrative Agent shall have received customary reliance letters from the relevant consultants allowing such parties to rely on such reports.

(xi) The Administrative Agent shall have received (a) the final Project budget and construction schedule and (b) the Project's base case projections (the "<u>Financial Model</u>), in each case, in form and substance acceptable to the Lenders.

(xii) The representations and warranties (other than such that, by their terms, refer to specific dates) are true, complete and correct in all material respects.

(xiii) Perfection of the security interests granted by the security documents and delivery of reasonably satisfactory consents to collateral assignment for agreed material Project contracts consistent with the precedent transactions among the parties.

(xiv) Mortgage and title insurance for the Project satisfactory to the Lenders, to be in full force and effect. Real property survey shall be delivered.

(xv) Customary resolutions, incumbency, corporate documents and officer's certificates from the Credit Parties and other relevant borrower entities.

(xvi) The accounts of the Project Company shall be established (as described below).

(xvii) Payment of all fees and expenses.

(xviii) Other reasonable conditions that may arise as a result of the conduct of due diligence.

Conditions to All Borrowings

The Financing Document will contain customary conditions precedent to borrowings under the Construction Loan Facility including, but not limited to, the following:

(i) For the first Borrowing, evidence of Sponsor Advances in an amount equal to the greater of $[__] or 10% or Project Costs.

(ii) Delivery of a customary drawdown certificate by the Project Company and a confirmatory certificate of the Independent Engineer.

(iii) Delivery of lien waivers from third party contractors (subject to thresholds to be agreed).

(iv) Delivery of date down endorsement to the title insurance policy.

(v) Delivery of a notice of borrowing.

(vi) No default or event of default under the Credit Facility shall have occurred and be continuing.

(vii) Representations and warranties are true, complete and correct in all material respects.

Material Adverse Effect: (a) any change, event or effect that is, or could reasonably be expected to be, materially adverse to the status of the business, Assets, liabilities, results of operations or condition (financial or otherwise) of any borrower entity, the Project or any major project participant that is an Affiliate of Sponsor or any change, event or effect that is, or could reasonably be expected to be, materially adverse to (i) the ability of Project Company to achieve commercial operation on or prior to the Construction Loan Maturity Date, (ii) the ability of PSA buyer to meet its obligations under the PSA, (iii) the likelihood of the occurrence of the funding date under the PSA or (b) any change, event or effect that is, or could reasonably be expected to be, materially adverse to (i) the ability of the Project Company, any Credit Party or any other person to perform any material obligations under the operative documents and, to the extent material to the Project, any individual real property document to which it is a party, (ii) the ability of the Lenders to enforce any of the obligations or (iii) the validity, priority or perfection of the secured parties' security interests in and Liens on the Collateral pledged or granted by the Project Company or any Credit Party ("Material Adverse Effect").

Accounts: Accounts of the Project Company will include a "Construction Account" and a "Construction Period Local Account", which shall be funded with the proceeds of the Construction Loans.

Representations: Usual and customary.

Covenants: The Financing Document will contain customary covenants for financings of this type, subject to agreed materiality qualifiers, including, but not limited to, the following:

(i) Delivery of certain periodic and other information concerning the Project (including monthly progress reports during the construction period, unaudited quarterly financial statements and audited annual financial statements, in each case prepared in accordance with GAAP) and notices of material events.

(ii) No additional indebtedness other than as permitted by the Financing Document.

(iii) No liens on any assets or properties other than certain permitted liens to be specified in the Financing Document.

(iv) No fundamental changes (e.g., mergers, acquisitions, consolidations, liquidations) or formation of new subsidiaries.

(v) Limitations on affiliate transactions.

(vi) Maintenance of existence, rights and records; access to properties.

(vii) Procurement of insurance in accordance with requirements to be negotiated.

(viii) No amendment, waiver, termination, modification of a Project Document (unless such amendment, waiver or termination is administrative in nature and could not be reasonably expected to have a material adverse effect).

Events of Default:	The Financing Document will contain customary events of default for financings of this type including, but not limited to, non-payment; breach of covenants; default under or termination or invalidity of any material Project contract or permit; prior to Construction Loan Maturity Date, breach of the PSA; invalidity of any Financing Document or other credit documentation or a lien on the Collateral; failure to make equity contributions as described under the heading "Sponsor Advances" above; loss events; abandonment of Project; judgments; ERISA events; material misrepresentations; bankruptcy of the Credit Parties (including, for the avoidance of doubt, the Sponsor) or, subject to certain replacement rights to be agreed among the parties, the construction contractors; cross-defaults; change of control (as described under the heading "Change of Control" below); and failure of the Project to achieve the "Funding Date" under the PSA by the Date Certain. The Financing Document will contain cure periods and materiality and other qualifiers relating to certain events of default customary for financings of this type.
Required Lenders:	Excluding loans held by a Lender that is an affiliate of the Project Company, the holders of more than 50% of the aggregate commitments and loans under the Credit Facility. Any "defaulting lender" shall be disregarded in determining Required Lenders at any time. Amendments and waivers under the credit documentation shall require the approval of the Required Lenders, each Lender directly affected thereby or 100% of the Lenders, as applicable.
Assignments:	Each Lender may assign its rights and obligations under the Financing Document to other financial institutions subject to (i) the applicable Borrower's consent (in the absence of a default or event of default under the Credit Facility) not to be unreasonably withheld, (ii) no assignment may be for less than $5,000,000 and (iii) no assignment may result in more than four (4) Lenders under the Credit Facility. Transfers by Lenders to affiliates will not require the Borrower's consent. Each assignee will become party to the Financing Document to the extent of the interest assigned, and the assignor shall be relieved of its obligations to the extent of the interest assigned. The Project Company shall not bear any increased costs resulting from an assignment.
Change of Control:	The following transfer restrictions will apply prior to the Construction Loan Maturity Date: (i) no transfer of the direct ownership interests in the Project Company or Holdco; and (ii) no transfer by the Sponsor of any indirect voting or indirect economic interests in the Project Company or Holdco other than

	with the prior written consent of the Required Lenders (which consent shall not be unreasonably withheld or delayed).
Lenders' Counsel:	[__]
Lenders' Local Counsel:	[__]
Borrower's Counsel:	[__]
Borrower's Local Counsel:	[__]
Wind Resource Consultant:	[__] (the "Wind Resource Consultant").
Independent Engineer:	[__] (the "Independent Engineer").
Transmission Consultant:	[__] (the "Transmission Consultant").
Environmental Consultant:	[__] (the "Environmental Consultant").
Insurance Consultant:	[__] (the "Insurance Consultant").
Expenses:	The Borrowers will pay the reasonable and documented costs of the Wind Resource Consultant, Independent Engineer, Transmission Consultant, Environmental Consultant and Insurance Consultant and the Lenders, including the legal costs incurred in connection with the negotiation, review, documentation, structuring, closing, administration and enforcement of the proposed financing (provided that, to the extent expenses exceed an amount to be agreed, the Borrowers shall be provided with notice of such excess amount not less than biweekly).
Governing Law:	State of New York except, where necessary, Texas or elsewhere, as may be relevant.