

WIND PROJECT OPTION AGREEMENT

Special Message to Property Owners

This is an important agreement our lawyers have drafted that will bind you and your land for up to 55 years. We will give you enough time to study and thoroughly understand it. We strongly encourage you to hire a lawyer to explain this agreement to you. You may talk with your neighbors about the wind project and find out if they also received a proposed contract. You and your neighbors may choose to hire the same attorney to review the agreement and negotiate changes on your behalf.

WIND PROJECT OPTION AGREEMENT

This Wind Project Option Agreement (“Option”) is made as of _____, 2009 by and between _____ (“Owner”) as owner of the real property described on attached **Attachment 1** (“Owner’s Property”) and RendField Land Company, Inc., a Minnesota corporation (“Developer”).

1. **Grant of Option.** Owner hereby grants to Developer the exclusive and irrevocable option to acquire the exclusive right to convert all of the wind resources of the Owner’s Property into energy, subject to and in accordance with the terms and conditions set forth in this Agreement.

2. **Payment and Grant of “Most Favored Nation” Status.** Developer shall pay to Owner the non-refundable sum of \$_____ (\$_____ per acre) within 30 business days of the date hereof and on the anniversary hereof (the “Option Payment(s)”). If, within 8 months of the date hereof, Developer enters into an option agreement for wind development purposes with another landowner within a 10 mile radius of the Owner’s Property, which such option agreement includes a higher Option Payment or higher Annual Installment Payments (as defined in the Wind Project Easement Agreement attached as **Attachment 2**), then this Wind Project Option Agreement (and the Wind Project Easement Agreement, as applicable) will be amended to reflect such higher payments.

3. **Option Term.** The term of the Option shall be Five (5) years (the “Option Term”), unless earlier terminated by Developer. Developer may terminate this Option at any time upon written notice to Owner.

4. **Exercise of Option.** Developer shall give written notice to Owner of the exercise of this Option. In the event of exercise of the Option by Developer, Developer and Owner agree to promptly execute a Wind Project Easement Agreement in the form of **Attachment 2**.

5. **Failure to Exercise Option or Make Option Payments.** If Developer fails to give written notice of exercise of this Option on or before the Option Term expires, or if Developer fails to make any Option Payment when due, and such failure continues for fifteen (15) days

after written notice thereof from Owner, this Option shall automatically terminate, Developer shall have no rights herein and Owner shall retain the Option Payment(s).

6. Developer Access and Met Tower Construction.

- (a) During the Option Term, Developer and Developer's agents and contractors shall be entitled to enter upon the Owner's Property to perform soil tests, environmental tests, and such other inspections, tests and studies as Developer deems necessary, all at Developer's sole cost and expense.
- (b) During the Option Term, Developer and Developer's agents and contractors shall be entitled to enter upon Owner's Property to construct, erect, install, reinstall, replace, relocate and remove from time to time: meteorological and wind measuring equipment, including but not limited to anemometer towers and all necessary and proper appliances and fixtures for use in connection with said towers (collectively "Met Towers"), to determine the feasibility of wind energy conversion on the Property, on adjacent property or elsewhere.
- (c) Developer shall pay Owner a Met Tower Fee for each meteorological tower, if any, installed on the Owner's Property by Developer that operates during the Option Term in an amount equal to [REDACTED] Dollars (\$[REDACTED]) per Met Tower per year.
- (d) Developer agrees to indemnify, defend and hold Owner harmless from any and all claims, of whatever nature, arising out of or relating to any act or omission of Developer or Developer's agents or contractors on the Owner's Property during the Option Term and before execution of the Wind Project Easement Agreement.
- (e) Developer shall, prior to expiration of the Option Term if this Option is not exercised, restore the Owner's Property to the condition as it exists as of the date hereof.
- (f) Developer shall not permit any mechanic liens to be filed against the Owner's Property, and shall immediately discharge or obtain releases of any such mechanic liens. Developer shall not be liable for any existing conditions on the Owner's Property, provided the Owner's Property is restored to the condition as it exists on the date hereof.

7. Representations and Warranties By Owner. Owner represents and warrants to Developer that Owner is the sole owner of the Owner's Property and has the unrestricted right and authority to sign this Option and to grant Developer the rights granted herein. When signed by both parties, this Option constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

8. Notices. All notices or other communications required or permitted by this Option shall be in writing. Notices and payments shall be deemed given or made when personally delivered; five (5) days after deposit in the United States mail, first class, postage

prepaid, certified; or, one (1) business day after dispatch by Federal Express or other overnight delivery service of national scope, addressed as follows:

If to Owner:

If to Developer: RendField Land Company, Inc.
 30 W. Superior St.
 Duluth, MN 55802
 Attn: General Manager – Renewable Operations

Any party may change its address for purposes of this paragraph by giving written notice of the change to the other parties in the manner provided in this paragraph.

9. Entire Agreement. This Option and its Attachments constitute the entire agreement between the parties with respect to the subject matter hereof and thereof. This Option may not be changed orally, but only by an agreement signed by the parties.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, irrespective of the domicile of the parties.

11. Binding Effect. This Option shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Time Is of the Essence. Time is of the essence in the performance of the terms and conditions of this Option.

13. Savings Clause. If any term or condition of this Option is held to be invalid or enforceable, such term or condition shall not be enforced, but all other terms and condition of this Option shall be deemed in full force and effect.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Wind Project Option Agreement effective the date set forth above:

OWNER:

DEVELOPER:

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____ the _____ of RendField Land Company, Inc., a Minnesota corporation, on behalf of the company.

Notarial Stamp or Seal

Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____.

Notarial Stamp or Seal

Notary Public

ATTACHMENT 1

Legal Description of Owner's Property

ATTACHMENT 2

WIND PROJECT EASEMENT AGREEMENT

This Wind Project Easement Agreement is made as of _____ by and between _____ (“Owner”), as owners of the real property described on attached **Exhibit A** (“Owner’s Property”), and RendField Land Company, Inc., a Minnesota corporation (“Developer”).

1. **Purpose.** This Agreement establishes the rights of the parties and their duties to each other with regard to the financing, construction, operation, repair, maintenance, replacement, and removal of all Wind Project Improvements (as defined below) in connection with Developer’s Wind Project, whether located on or off Owner’s Property.

2. **Definitions.** Capitalized terms used in this Agreement have the meaning given them in the text of the Agreement or in this definitions section.

“Access Rights” means the right of unobstructed ingress and egress to and from the Wind Project Improvements by Developer, its agents, contractors, successors and assigns.

“Collection Facilities” means the underground and above ground electrical collection and telecommunications lines, splice boxes, and all other devices and equipment used to connect the Turbines to electrical collection lines connected to the power grid and to the Wind Project’s Met Towers and operations and maintenance facilities.

“Commercial Operation Date” means the date which is identified by written notice from Developer to owner as the commercial operation date of the Wind Project.

“Easements” means the Turbine Site Easement, Access Easement, Collection Easement, Construction Easement, Wind Non-Obstruction Easement, Noise Easement, Overhand Easement, Met Tower Site Easement and Met Tower Access Easement.

“Easement Properties” means the Turbine Sites, the Access Easement Property, Collection Easement Property, Construction Easement Property, Noise Easement Property, Overhead Easement Property, Met Tower Sites, and Met Tower Access Easement Property, all as described in Section 6 of this Agreement.

“Effective Date” means the date when all conditions precedent set forth in Section 5 of this Agreement are satisfied or waived, and all other documents required by Developer have been signed and delivered by Owner.

“Environmental Laws” shall mean any federal, state or local law, statute, code enactment, ordinance, rule, regulation, permit, consent, approval, authorization, license, judgment, order, writ, decree, injunction, common law (including without limitation the common law respecting nuisance and tortious liability), or other requirement having the force and effect of law or regulation, relating to the protection of human health and safety, occupational health and safety,

the environment, or natural resources and wildlife, including, without limitation (i) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980(CERCLA), (ii) the Solid Waste Disposal Act, (iii) the Resource Conservation and Recovery Act (RCRA), (iv) the Toxic Substances Control Act (TSCA), (v) the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), (vi) the Clean Water Act, (vii) the Clean Air Act,, (viii) the Occupational Safety and Health Act (OSHA), (ix) the Safe Drinking Water Act, and (x) the Minnesota Environmental Response and Liability Act (MERLA), all as amended and in effect from time to time.

“**Exhibit B**” means the preliminary Easement Plan attached to this Agreement at the time it is signed showing the approximate planned location of all Wind Project Improvements and Easements located on the Owner’s Property.

“**Exhibit C**” means the final as-built Easement Plan to be attached to this Agreement by Developer as a replacement for **Exhibit B** after construction of the Wind Project Improvements showing the exact locations of all Wind Project Improvements as constructed on Owner’s Property and all Easements. Developer shall deliver **Exhibit C** to Owner within one hundred eighty (180) days after completion of construction of the Wind Project Improvements and after **Exhibit C** is delivered to Owner, any references in this Agreement that refer to **Exhibit B** shall be deemed to refer to **Exhibit C**.

“Hazardous Substance” means any substance which is defined as a hazardous substance, hazardous material, hazardous waste, pollutant, contaminant, or extremely or imminently hazardous substance or material under any Environmental Law.

“Met Tower” means a tower used primarily to gather and transmit meteorological data relating to the Wind Project, and includes the tower’s foundations, meteorological data acquisition equipment, power source, underground data, and electrical collection lines.

“Met Tower Site” means each of those portions of Owner’s Property on which a Met Tower is located. Met Tower Sites are identified and located as shown on **Exhibit B**, subject to final location determination in **Exhibit C**.

“Pre-Construction Activities” means any activities that Developer shall perform on Owner’s Property before the Effective Date, which shall include but not be limited to soil borings, environmental assessments, microsites and surveying.

“Turbine” means a wind turbine generator used to convert wind energy to electrical energy together with the foundation and tower on which it is mounted, as well as a pad mounted transformer, batteries and other devices for storage of electrical energy serving the wind turbine generator located on the Turbine Site.

“Turbine Site” means each of those portions of Owner’s Property on which a Turbine is located. Turbine Sites are identified and located as shown on **Exhibit B**, subject to final location determination in **Exhibit C**.

“Wind Energy Purposes” means converting wind energy into electrical energy, collecting, storing, and transmitting that electrical energy, and all related development activities that Developer reasonably determines appropriate, including, without limitation, the right to study wind speed and feasibility of wind energy conversion on the Easement Properties; to construct, operate and maintain Turbines and Collection Facilities; and to use the Access Rights.

“Wind Project” means Developer’s wind energy project located in Morton, Mercer, and Oliver Counties in North Dakota and includes all Wind Project Improvements whether located on or off Owner’s Property.

“Wind Project Improvements” means the Turbines, Collection Facilities, Met Towers, access roads, entrances, fences and gates, drainage systems, signs, information kiosk, operations and maintenance building, and all other structures, rights and facilities used in the construction, operation and maintenance of the Wind Project.

3. **Pre-Construction Activities.** Owner acknowledges that prior to commencing construction of the Wind Project, Developer may need to access Owner’s Property to conduct Pre-Construction Activities.

4. **Term.** The term of this Agreement shall begin on the date first written above and terminate concurrently with the Easements. The Term of the Easements (“Term”) shall begin on the Effective Date and end on [insert date approximately 50 years from execution], unless terminated as provided in this Agreement. If, within five (5) years of the date hereof, the Developer has not initiated construction of Wind Project Improvements on the Easement Properties, Owner may, upon notice to Developer, immediately terminate this Agreement; unless such failure to initiate construction of Wind Project Improvements is caused by unavoidable delays in obtaining the permits described in Section 5.5 (provided that Developer promptly commences construction after receipt of such permits).

5. **Conditions Precedent.** The Easements shall be of no force and effect until Developer is reasonably satisfied all of the following have occurred, or been waived by Developer. If any condition precedent is not satisfied or waived by Developer, Developer may terminate this Agreement upon notice to Owner and, in such event, Developer’s sole obligation hereunder shall be to restore Owner’s Property to substantially its condition as before Developer’s occupancy.

5.1 Environmental Conditions. Receipt by Developer of environmental consultants’ reports confirming there are no environmental conditions on the Easement Properties that would interfere with the Wind Project Improvements or cause Developer to incur environmental liability.

5.2 Cultural Properties. Receipt by Developer of reports confirming there are no traditional cultural properties, historic sites, or antiquities of state or national significance on the Easement Properties that would interfere with the Wind Project Improvements.

5.3 Soil Tests. Receipt of soil test results indicating that the Easement Properties are adequate to install Turbine foundations.

5.4 Wind Analysis. Receipt of reports from professional engineers and meteorologists that each Turbine on the Easement Properties shall produce an adequate amount of wind energy as determined by Developer.

5.5 Permits. Receipt by Developer of all permits required for construction and operation of the Wind Project Improvements comprising the Wind Project, whether located on or off the Owner's Property.

5.6 Title. Approval by Developer of Owner's title to the Easement Properties based on title insurance commitments or title opinions obtained by Developer at its expense.

5.7 Subordination. Receipt by Developer from third parties, such as Lienholders and tenants of all subordination, non-disturbance and other agreements necessary as reasonably determined by Developer to assure Developer's right to undisturbed use and enjoyment of the Easement Properties according to the terms of this Agreement.

5.8 Adjoining Easements. Receipt by Developer of easements from adjoining property owners as reasonably deemed necessary by Developer to permit construction of the Wind Project.

5.9 Turbine Layout and Site Suitability. Receipt by Developer of analysis by a recognized wind resource analysis firm that the turbine selected for project is suitable for the site and that energy output projections from preliminary turbine layout support project economics.

6. **Grant of Easements.** Owner grants to Developer the following easements (collectively, "Easements"). Each of the Easements granted is irrevocable and for the exclusive use and benefit of Developer, its agents, and contractors unless otherwise specified in this Agreement. The Easements are granted subject to Owner's retained right to use the Easement Properties for agricultural uses that do not and will not interfere, in Developer's reasonable determination under the circumstances, with the Wind Project Improvements, Developer's operations, or the enjoyment of the rights granted to Developer in this Agreement. From and after the Effective Date, Developer shall pay Owner fair market value for actual crop loss and damage resulting from pre-construction, construction and operation and maintenance activities associated with Wind Project Improvements. Owner will provide Developer with an invoice for such crop loss and damage by November 15 of each year, based upon which Developer will make payment for crop loss and damage by December 15 of such year. Developer may use crop yield information from the records of the Federal Farm Insurance Corporation and value information from the Farm Services Agency or similar source of crop market value information for the period between April 1 and November 1 of that year to confirm fair market value and crop yields.

6.1 Turbine Site Easement. Owner grants Developer an easement to construct, operate, replace, relocate, remove, and maintain a Turbine, together with associated roads and parking areas on each Turbine Site as shown on **Exhibit B**. This easement is referred to as the "Turbine Site Easement."

6.2 Access Easement. Owner grants Developer an easement on those portions of Owner's Property as shown on **Exhibit B** for unobstructed vehicular and pedestrian ingress to and egress from the Wind Project Improvements, whether located on or off Owner's Property. This easement is referred to as the "Access Easement" and the property subject to the burden of this easement is referred to as the "Access Easement Property." Developer shall have the right to travel over, across and along the Access Easement Property by means of existing roads and lanes, and by roads Developer or Owner may construct or improve from time to time on, over, and across the Access Easement Property.

Owner reserves the right to use all roads on the Access Easement Property provided, however, that Owner shall not and shall not permit others to obstruct or damage the roads or in any other way interfere with Developer's rights under this Access Easement. If all or a part of the Access Easement Property constitutes a part of the width of a larger access easement straddling a property line between Owner's Property and the abutting property of an adjoining property owner, then Owner and Developer hereby grant such adjoining property owner an easement over such portion of the Access Easement Property for ingress and egress to the adjoining property for the conduct of farming activities on the adjoining property.

6.3 Collection Easement. Owner grants Developer an easement for the construction, operation, maintenance, replacement, relocation or removal of Collection Facilities on and under those portions of the Owner's Property as shown on **Exhibit B**. This easement is referred to as the "Collection Easement" and the property subject to the burden of this easement is referred to as the "Collection Easement Property."

6.4 Construction Easement. Owner grants Developer an easement for purposes of constructing, maintaining, repairing, replacing, and removing all or any part or element of the Wind Project Improvements. This easement is referred to as the "Construction Easement" and the property subject to the burden of this easement is referred to as the "Construction Easement Property." The Construction Easement Property is generally shown on **Exhibit B**. Developer may exercise its right to use all or any part of the Construction Easement Property as and when Developer deems it necessary or advisable to do so to perform the activities for which this Construction Easement is granted. In exercising its rights under this Construction Easement, Developer agrees to minimize interference with the necessary movement of Owner's livestock across the Owner's Property. After each use of the Construction Easement, Developer to the extent reasonably possible shall restore the Construction Easement Property to the condition it was in before Developer's use.

When installing, maintaining or removing the nacelle and rotor from any Turbine, this Construction Easement also shall permit the following: (a) (for the purpose of securing tag lines) travel on foot or in a pickup truck, SUV, small forklift or other similar vehicles onto Owner's Property up to seven hundred (700) feet in any direction from the center of the Access Easement Property; and (b) an erection crane to be driven on Owner's Property.

6.5 Wind Non-Obstruction Easement. Owner grants Developer an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of wind currents over and across the Owner's Property. This easement is referred to as the

“Wind Non-Obstruction Easement” and the property subject to the burden of this easement is referred to as the “Wind Non-Obstruction Easement Property.” Owner shall not engage in any activity on Owner’s Property that might interfere with wind speed or wind direction over any portion of the Wind Project; cause a decrease in the output or efficiency of any Turbine or accuracy of any meteorological equipment; or otherwise interfere with Developer’s operation of the Wind Project or exercise of any rights or the Easements granted in this Agreement (“Interference”). Owner reserves the right to erect structures on Owner’s Property in compliance with all applicable laws and ordinances except as specifically limited in this Agreement. Owner must consult with and obtain Developer’s prior written approval as to the location of all structures greater than forty (40) feet in height located one thousand (1000) feet or less from any Turbine or Met Tower whether or not located on the Wind Project. Approval shall be based on whether, in Developer’s sole judgment, informed by appropriate professional engineering and meteorological opinions, the proposed structures at the proposed location are likely to cause Interference.

This Wind Non-Obstruction Easement shall not be interpreted to prevent Owner from granting oil and gas exploration or production rights on Owner’s Property, however no drilling rigs or other structures shall be located within three hundred (300) feet of any Turbine or within two hundred twenty-five (225) feet of any Met Tower except with Developer’s prior written consent. Owner shall notify Developer as soon as Owner knows of oil and gas exploration or production plans. To the extent it does not interfere with the proposed oil or gas exploration or production, Owner shall cooperate with Developer in the exercise of Owner’s oil and gas rights to minimize Interference. In the event any oil and gas related activities are commenced on Owner’s Property, Owner agrees not to object to an action by Developer against a third party to reasonably protect Developer’s interests hereunder. In turn, Developer agrees not to interfere with Owner’s right to surface damages from oil and gas operations, exploration, drilling or granting of pipeline easements, as long as any compensation that Owner may receive shall not diminish or adversely affect any compensation due to Developer for the Wind Project Improvements.

6.6 Noise Easement. Owner grants Developer an easement for the right and privilege to generate and maintain audible noise on and above the Owner’s Property at any or all times of the day or night. Developer shall limit noise levels generated by the Wind Project Improvements to less than 50 dBA as measured within 100 feet of existing occupied dwellings. This easement is referred to as the “Noise Easement” and the property subject to the burden of this easement is referred to as the “Noise Easement Property.”

6.7 Overhang Easement. Owner grants Developer an easement for the right and privilege to permit the rotors of Turbines located on adjacent properties to overhang a portion of the Owner’s Property identified and shown on **Exhibit B** (the “Overhang Easement Property”) by no more than 150 feet at a height of at least 100 feet above the ground (“Overhang Easement”). Owner shall not interfere with the operation of Turbine rotors that overhang the Overhang Easement Property.

6.8 Met Tower Site Easement. Owner grants Developer an easement to construct, operate, replace, relocate, remove, and maintain a Met Tower and Collection Facilities on each Met

Tower Site as shown on **Exhibit B**. This easement is referred to as the “Met Tower Site Easement.”

6.9 Met Tower Access Easement. Owner grants Developer an easement for vehicular and pedestrian ingress and egress to and from each Met Tower (“Met Tower Access Easement”) as shown on **Exhibit B** (“Met Tower Access Easement Property”). This Met Tower Access Easement is an extension of the Access Easement; however, Developer shall not construct roads, lanes or other surface improvements in the Met Tower Access Easement except with the express written consent of Owner which consent will not be unreasonably withheld. After each use of the Met Tower Access Easement, Developer to the extent reasonably possible shall restore the Met Tower Access Easement to the condition it was in before Developer’s occupancy.

7. **Easement Purchase Price and Grant of “Most Favored Nation” Status**. Developer shall pay Owner, as consideration for this Agreement, as follows:

[REDACTED]

[REDACTED]

[REDACTED]

If, within 8 months of the date hereof, Developer enters into an easement agreement for wind development purposes with another landowner within a 10 mile radius of the Easement Properties, which such easement agreement includes higher Annual Installment Payments, then this Wind Project Easement Agreement will be amended to reflect such higher payments.

8. **Taxes**. Developer shall pay any increase in the real property taxes on Easement Properties that is directly attributable to the installation of Wind Project Improvements or to a reclassification of the Easement Properties because of creation of this Agreement. If the Wind Project Improvements are subject to real property taxes, Developer shall request that the Wind Project Improvements be separately assessed and that taxing authorities bill Developer directly for taxes attributable to the Wind Project Improvements. Developer shall not be liable for taxes attributable to facilities installed by Owner or others on the Easement Properties, to the underlying value of the Easement Properties themselves, or for any increase due to any other cause. Developer agrees to reimburse Owner for any taxes paid by Owner that are properly

payable by Developer under the terms of this Agreement. To receive reimbursement, Owner must submit any real property tax bill to Developer for reimbursement within a reasonable time after Owner receives the bill from a taxing authority. The parties agree to fully cooperate to obtain any available tax refunds or tax abatements. Notwithstanding any confidentiality provisions of this Agreement, if at any time, Developer seeks to dispute any real property taxes assessed against the Wind Project Improvements or attributable to the installation of the Wind Project Improvements and/or relating to the reclassification of the Easement Properties because of this Agreement (collectively "Assessments"), Developer may, at Developer's option, bring the appropriate proceedings (as determined by Developer in its sole and absolute discretion), in Owner's name, Developer's name, or the names of Owner and Developer for purposes of challenging such Assessment for any year(s) during the Term and any renewals or extensions of the Term. Owner hereby gives Developer the necessary authority to challenge any such Assessments on Owner's behalf, to produce information and documents (including this Agreement) as may be necessary during the course of such Assessment proceedings, and agrees to cooperate with Developer with respect to such Assessment proceedings.

9. Developer's Duties and Representations

9.1 Care and Appearance. Developer shall at all times maintain the Wind Project Improvements in a neat, clean and presentable condition. Developer shall not willfully destroy Owner's Property and shall keep the Turbine Sites, Met Tower Sites, Access, Collection and Construction Easement Properties clean and free of debris created by Developer, its contractors, or others brought on to the Owner's Property by Developer. Developer shall be responsible for weed control on those portions of the Turbine Sites, Met Tower Sites, and Access Easement Properties not actively farmed by Owner or their tenant(s).

9.2 Fences and Gates. Developer shall consult with Owner and obtain Owner's approval of the location of all fences and gates that it intends to construct on Owner's Property. At Owner's request, Developer shall repair or replace any fences, gates or cattle guards damaged or removed in connection with Developer's activities on Owner's Property. Fences removed from the Easement Properties, if replaced, shall be re-built by Developer at its expense in mutually agreeable locations off the Turbine Sites, Met Tower Sites, and Access Easement Properties. Once completed, all replacement fences, gates and cattle guards shall be owned and maintained by Owner. To the extent possible, Developer will take into consideration the Owner's operations during periods of construction, maintenance or removal activity. Developer agrees to provide reasonable advance notice to Owner as to periods of construction, maintenance or removal activity by Developer so as to minimize inconvenience and interference with Owner's operations and to provide Owner with reasonable time for appropriate planning.

9.3 Insurance and Indemnity. Developer shall maintain commercial general liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) of combined single limit liability coverage. Developer shall provide certificates of this insurance coverage to Owner promptly after execution of this Agreement and thereafter upon Owner's written request.

Developer will indemnify, hold harmless and defend Owner against liability for all personal injuries, liabilities, actions and claims to the extent that they are caused by Developer,

its exercise of rights granted in this Agreement or its operations or activities on Owner's Property. Developer will also pay Owner's reasonable attorneys fees in connection with an indemnified claim. This indemnity does not cover losses of rent, business opportunities, crop production, profits and the like that may result from Owner's loss of use of the Easement Properties occupied by Wind Project Improvements or affected by easement rights granted in this Agreement. This indemnity does not apply if a claim is asserted by Owner's immediate family or business entities or trusts in which Owner has an interest ("Related Parties"). Owner authorizes Developer to take reasonable safety measures to reduce the risk that the Wind Project Improvements will cause harm or injury to people, livestock, other animals and property. Nothing in this Agreement shall be construed to be a waiver by Owner or Related Parties for any claim of liability, personal injury or property damage caused by the willful misconduct or negligence of Developer.

9.4 Requirements of Governmental Agencies. Developer shall comply in all material respects with valid federal, state or local laws or regulations applicable to the Wind Project. Developer shall have the right, in its sole discretion and at its sole expense, in its name or Owner's name, to contest the validity or applicability to the Easement Properties or Wind Project of any law, ordinance, statute, order, regulation, property assessment or the like made by any governmental agency or entity. Developer shall control any such contest and Owner shall cooperate with Developer in every reasonable way in such contest, at no out-of-pocket expense to Owner.

9.5 Mechanic's Liens. Developer shall not permit any mechanic's liens arising out of Developer's use of the Easement Properties under this Agreement to be filed against the Easement Properties. If Developer wishes to contest any such lien, Developer shall, within sixty (60) days after it receives notice of the lien, provide a bond or other security Owner may reasonably request, or remove such lien from the Easement Properties in the manner provided by applicable law.

9.6 Environmental Laws. Developer shall not violate, and agrees to indemnify, hold harmless and defend Owner against, any violation on the Easement Properties by Developer, its agents or contractors, of any Environmental Laws and will not release or dispose of any Hazardous Substances on the Easement Properties.

9.7 Remediation of Glare and Shadow Flicker. Developer agrees that should Owner experience problems with glare or shadow flicker in Owner's house associated with the presence of the Turbines on Owner's Property or adjacent properties, Developer will promptly investigate the nature and extent of the problem and the best methods of correcting any problems found to exist. Developer at its expense, with agreement of Owner, will then promptly undertake measures such as tree planting or installation of awnings necessary to mitigate the offending glare or shadow.

9.8 Removal of Wind Project Improvements. Owner shall have no ownership or other interest in any Wind Project Improvements installed on the Easement Properties, and Developer shall have the express right, at any time and in its sole discretion, to remove one or more Turbines or other Wind Project Improvements from the Easement Properties. Owner expressly

waives any statutory or common law liens to which Owner might be entitled against the Wind Project Improvements. Upon full or partial termination of any of the Easements, Developer shall remove all physical material pertaining to the Wind Project Improvements from the affected Easement Properties to a depth of thirty-six inches (36") beneath the soil surface, and restore the area formerly occupied by the Wind Project Improvements to substantially the same physical condition that existed immediately before the construction of the Wind Project Improvements (the "Removal Obligations"). If Developer fails to complete its Removal Obligations within twelve (12) months of full or partial termination of the applicable Easement, Owner may do so, in which case Developer shall reimburse Owner for costs of fulfilling Developer's Removal Obligations incurred by Owner.

9.9 Permanent Road Construction Requirements. On Easement Properties used as cropland, access roads needed for ongoing maintenance purposes will be constructed in a manner that minimizes impact on crops and consistent with cropland farming practices. Such roads will either be oriented in a north-south or east-west direction, parallel with crop row direction at the time of road construction.

9.10 Maximizing Project Development. Recognizing that there are economic and technical reasons to fully develop a wind project site, the Developer represents that it intends to fully develop a wind project in and around the Easement Properties in accordance with standard wind development practices.

10. Owner's Duties and Representations

10.1 Owner's Authority. Owner is the sole owner of the Owner's Property including the Easement Properties and has the unrestricted right and authority to sign this Agreement and to grant Developer the Easements and other rights granted in this Agreement. When signed by both parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

10.2 Exclusivity. Owner agrees that Developer shall have the exclusive right to convert all of the wind resources of the Owner's Property. Owner's activities and any grant of rights Owner makes to any third party, whether located on the Easement Properties or elsewhere, shall not, now or in the future, interfere in any way with Developer's exercise of any rights granted under this Agreement.

10.3 Liens and Tenants. Owner shall provide Developer with all information reasonably required for Developer, at its expense, to identify all liens and other exceptions to Owner's fee title ownership of the Easement Properties (collectively, "Liens;" holders of Liens and tenants are referred to as "Lienholders"). Owner shall cooperate with Developer to obtain a non-disturbance agreement from each Lienholder (recorded or unrecorded, at Developer's option), which provides that the Lienholder shall not disturb Developer's possession or rights under this Agreement or terminate this Agreement or the Easements so long as Owner is not entitled to terminate this Agreement or the Easements. If Developer and Owner are unable to obtain a non-disturbance agreement from a Lienholder, Developer shall be entitled (but not obligated) to withdraw from this Agreement or to make payments in fulfillment of Owner's obligations to the

Lienholder and may deduct the amount of such payments from amounts due to Owner under this Agreement. Developer's rights under this Section 10.3 are subordinate to Owner's rights under Section 6.5 above as the same relates to oil and gas exploration and/or production

10.4 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Developer, at no out-of-pocket expense to Owner, in complying with or obtaining any zoning and Owner's Property use permits and approvals, building permits, environmental impact reviews or any other governmental approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Wind Project Improvements, including execution of applications for such approvals.

10.5 Indemnity. Owner agrees to indemnify and hold harmless Developer, its agents, employees, successors, and assigns against all personal injuries, liabilities, causes of actions, and claims, including attorneys fees to the extent caused by the willful misconduct or negligence of Owner not covered by insurance which protects Developer from loss.

10.6 Hazardous Materials. Owner represents and warrants to the best of Owner's knowledge and belief that there are no coal shafts, coal mines, abandoned wells, solid waste disposal sites, Hazardous Substances, or underground storage tanks located on the Easement Properties; that the Easement Properties do not contain levels of petroleum or other Hazardous Substances which require remediation; and, that the Easement Properties are not subject to any judicial or administrative action, investigation or order under any applicable Environmental Laws or regulations. Owner warrants that Owner has done nothing to contaminate the Easement Properties with petroleum or other Hazardous Substances. Owner agrees to indemnify and hold Developer harmless against any claims or losses resulting from Owner's violation of any applicable Environmental Laws, except those resulting from Developer's activities on the Easement Properties.

10.7 Hunting. If Owner hunts and/or discharges firearms on and near the Easement Properties, Owner shall take such precautions as are reasonable to ensure the safety of Developer's site personnel and the protection of Wind Project Improvements on the Easement Properties during and after construction of the Wind Project.

10.8 Snowmobiling. Owner may allow Owner's guests to use the Owner's Property and the Easement Properties, except the Turbine and Met Tower Site Properties, for recreational purposes except at times or under circumstances that adversely affect public health and safety or operation and safety of the Wind Project Improvements. If Owner uses snowmobiles in the vicinity of the Easement Properties, it shall take such reasonable precautions so as to ensure the safety of Owner's guests, Developer's site personnel, and the protection of Wind Project Improvements on the Easement Properties during and after construction of the Wind Project.

11. **Termination.**

11.1 Developer's Right to Terminate. Developer shall have the right to terminate this Agreement as to all or any part of the Easement Properties, or as to any Turbine or other Wind Project Improvement, at any time, effective upon thirty (30) days' written notice to Owner.

11.2 Owner's Right to Terminate. In addition to Owner's right to terminate described in Section 4 (for Developer's failure to timely initiate construction of the Wind Project Improvements) and except as qualified by Sections 12 and 13, Owner shall have the right to terminate this Agreement and the Easements only as to those Easement Properties where: (a) a material default in the payment by Developer of Annual Installment Payments under this Agreement shall have occurred and remains uncured; (b) Owner simultaneously gives Developer and all Mortgagees and Assignees written notice of the default setting forth in reasonable detail the facts pertaining to the default and specifying the method of cure; and, (c) the default shall not have been remedied within thirty (30) days after Developer, or within ninety (90) days in the case of all Assignees and Mortgagees, receives the written notice.

Except as specifically allowed by this Section 11, this Agreement and the Easements shall not be terminable by Owner under any circumstances. Owner's sole remedy for Developer's breach of its duties under this Agreement (except its duty to timely pay Annual Installment Payments and failure to timely fulfill its Removal Obligations after termination under Section 9.8) shall be an action at law or in equity for money damages or specific performance, together with reasonable attorneys' fees if Owner prevails.

11.3 Effect of Termination. Upon full or partial termination of this Agreement, whether as to all of the Easement Properties or only as to some or parts of the Easement Properties, Developer shall: (a) provide Owner with a recordable termination of all of Developer's right, title and interest in the Easement Properties, or in those parts of the Easement Properties as to which this Agreement has been terminated, and (b) as soon as reasonably practicable after termination, remove all Wind Project Improvements from those Easement Properties as to which this Agreement was terminated in compliance with its Removal Obligations.

12. Financing and Assignment by Developer

12.1 Right to Mortgage and Assign. Developer may, upon notice to Owner, without Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, the Easements, the Easement Properties, or the Wind Project Improvements (collectively, its "Wind Project Assets"). These various security interests in all or a part of the Wind Project Assets are collectively referred to as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to as "Mortgagees." Developer's notice to Owner shall include the name and address of each Mortgagee and/or Assignee (as defined below). Developer may also, without Owner's consent, sell, convey, lease, or assign all or any portion of its Wind Project Assets on either an exclusive or a non-exclusive basis, or grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "Assignment"), to one or more persons or entities (collectively, "Assignees"). Assignees and Mortgagees shall use the Wind Project Assets only for the uses permitted under this Agreement. Assignees and Mortgagees shall have all rights and remedies allowed them under then-existing laws, except as limited by their individual agreements with Developer, provided that under no circumstances shall any Mortgagee or Assignee have any greater rights of ownership or use of Owner's Property than the rights granted to Developer in this Agreement.

12.2 Owner Obligations. Owner agrees to consent in writing to financing documents as may reasonably be required by Mortgagees. As a precondition to exercising any rights or remedies related to any alleged default by Developer under this Agreement, Owner shall give written notice of the default to each Mortgagee and Assignee at the same time it delivers notice of default to Developer, specifying in detail the alleged event of default and the required remedy. Each Mortgagee and Assignee shall have the same amount of time to cure the default as to Developer's entire interest or its partial interest in the Wind Project Assets as is given to Developer and the same right to cure any default as Developer or to remove any property of Developer, Mortgagees or Assignees located on the Easement Properties. The cure period for each Mortgagee shall begin to run at the end of the cure period given to Developer in this Agreement, but in no case shall the cure period for any Mortgagee be less than ninety (90) days after receipt of the default notice. Failure by Owner to give a Mortgagee or Assignee notice of default shall not diminish Owner's rights against Developer, but shall preserve all rights of the Mortgagee or Assignee to cure any default and to remove any property of Developer, the Mortgagee or Assignee located on the Easement Properties.

12.3 Mortgagee/Assignee Obligations. Any Mortgagee or Assignee that does not directly hold an interest in the Wind Project Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Agreement prior to the time the Mortgagee or Assignee directly holds an interest in this Agreement, or succeeds to absolute title to Developer's interest. A Mortgagee or Assignee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such interest or absolute title. Any Assignment permitted under this Agreement shall not release Developer or other assignor from obligations accruing before the date that this Agreement is assumed by the Assignee.

12.4 Right to Cure Defaults/Notice of Defaults/Right to New Easement. To prevent termination of this Agreement, the Easements, or any partial interest in this Agreement and the Easements, Developer, any Mortgagee or Assignee shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Agreement or any interest in the Wind Project Assets.

12.5 Extended Cure Period. If any default by Developer under this Agreement cannot be cured without obtaining possession of all or part of the Wind Project Assets, then any such default shall be deemed remedied if a Mortgagee: (a) within ninety (90) days after receiving notice from Owner as set forth in Section 12.2, acquires possession of all or part of the Wind Project Assets, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (b) diligently prosecutes any such proceedings to completion; and (c) after gaining possession of all or part of the Wind Project Assets, cures defects and performs all other obligations as and when the same are due in accordance with the terms of this Agreement. If a Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the ninety (90) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

12.6 Certificates, etc. Owner shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be

the case), consents to assignment and non-disturbance agreements as Developer or any Mortgagee or Assignee may reasonably request from time to time. Owner and Developer shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Developer or any Mortgagee or Assignee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest in the Wind Project Assets

13. **Mortgagee Protection.** Any Mortgagee, upon delivery to Owner of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Agreement:

13.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its Mortgage; (b) to enforce its lien and acquire title to all or any portion of the Wind Project Assets by any lawful means; (c) to take possession of and operate all or any portion of the Wind Project Assets and to perform all obligations to be performed by Developer under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire all or any portion of the Wind Project Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Owner's consent to assign or transfer all or any portion of the Wind Project Assets to a third party. A Mortgagee which assigns or transfers Wind Project Assets to a third party shall notify Owner of the name and address of the Assignee or transferee.

13.2 Opportunity to Cure.

(a) During any period of possession of the Easement Properties by a Mortgagee (or a receiver requested by a Mortgagee) and/or while any foreclosure proceedings instituted by a Mortgagee are pending, the Mortgagee shall pay or cause to be paid the fees and all other monetary charges payable by Developer under this Agreement which have accrued and are unpaid at the commencement of the period and those which accrue thereafter during the period. Following acquisition of all or a portion of the Wind Project Assets by the Mortgagee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to Developer's Wind Project Assets shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, that the Mortgagee or party acquiring title to Developer's Easement shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("non-curable defaults"). Non-curable defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or acquisition of Developer's interest in this Agreement by such party.

(b) Any Mortgagee or other party who acquires Developer's interest in the Wind Project Assets pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Developer by this Agreement incurred or accruing after the party no longer has ownership or possession of the Wind Project Assets.

(c) Neither the bankruptcy nor the insolvency of Developer shall be grounds for terminating this Agreement as long as all Annual Installment Payments and all other monetary charges payable by Developer under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

13.3 New Easement.

(a) If this Agreement terminates because of Developer's default, if the Easements are foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and, within ninety (90) days after such event, Developer or any Mortgagee or Assignee shall have arranged to the reasonable satisfaction of Owner for the payment of all fees or other charges due and payable by Developer as of the date of such event, then Owner shall execute and deliver to Developer or such Mortgagee or Assignee or to a designee of one of these parties, as the case may be, new easements to the Easement Properties which (i) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination; (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Developer or any Mortgagee or Assignee prior to rejection or termination of this Agreement); and, (iii) shall include that portion of the Wind Project Assets in which Developer or such other Mortgagee or Assignee had an interest on the date of rejection or termination.

(b) After the termination, rejection or disaffirmation of this Agreement and during the period thereafter during which any Mortgagee shall be entitled to enter into new easements for the Easement Properties, Owner will not terminate the rights of any Assignee unless in default under its Assignment.

(c) If more than one Mortgagee makes a written request for new easements pursuant to this provision, the new easements shall be delivered to the Mortgagee requesting such new easements whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect.

(d) The provisions of this Section 13 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 13 were a separate and independent contract made by Owner, Developer and each Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such new easements, such Mortgagee may use and enjoy the Easement Properties without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for the new easements as set forth above are complied with.

13.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the parties agree that so long as there exists an unpaid Mortgagee, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation or release of all or any part of the Wind Project Assets from Developer,

prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by each Mortgagee as if it were a party named in this Agreement.

13.5 No Merger. There shall be no merger of this Agreement or of the Easements with the fee estate in the Easement Properties by reason of the fact that this Agreement or any interest in the Easements may be held, directly or indirectly, by or for the account of any person or persons who shall own any interest in the fee estate. No merger shall occur unless and until all persons at the time having an interest in the fee estate in the Easement Properties and all persons (including each Mortgagee) having an interest in this Agreement or in the estate of Owner and Developer shall sign and record a written instrument effecting such merger.

13.6 Liens. On the commencement of this Agreement, the Easement Properties shall be free and clear of all monetary liens other than those expressly approved by Developer. Thereafter, any assignment of this Agreement, mortgage, deed of trust or other monetary lien placed on the Easement Properties by Owner, or permitted by Owner to be placed or to remain on the Easement Properties, shall be subject to this Agreement, to any Assignment or Mortgage then in existence on the Wind Project Assets as permitted by this Agreement, to Developer's right to encumber the Wind Project Assets, and to any and all documents executed or to be executed by Owner in connection with Developer's development of all or any part of the Easement Properties. Owner agrees to cause any monetary liens placed on the Easement Properties by Owner in the future to incorporate the conditions of this Section 13.6.

13.7 Further Amendments. At Developer's request, Owner shall amend this Agreement to include any provision which may reasonably be requested by a proposed Mortgagee; provided, however, that such amendment shall not impair any of Owner's rights under this Agreement or increase the burdens or obligations of Owner under this Agreement. Upon the request of any Mortgagee, Owner shall execute any additional instruments reasonably required to evidence such Mortgagee's rights under this Agreement.

14. **Notices**. All notices or other communications required or permitted by this Agreement shall be in writing. Notices and payments shall be deemed given or made when personally delivered; five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or, one (1) business day after dispatch by Federal Express or other overnight delivery service of national scope, addressed as follows:

Owner:
Address:

Telephone:
Fax:

Developer: RendField Land Company, Inc.
30 W. Superior St.

Duluth, MN 55802

Attn:

Telephone:

Fax:

Any Assignee or Mortgagee:

The address of the Assignee or Mortgagee as shown in the written notice to Owner of the Assignment or Mortgage.

Any party may change its address for purposes of this paragraph by giving written notice of the change to the other parties in the manner provided in this paragraph.

15. **Miscellaneous**

15.1 Unavoidable Delays. If either party is delayed, hindered in or prevented from performing any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, natural disasters, war, civil strife or other violence, or other cause beyond such party's control, the affected party, upon giving notice to the other party, shall be excused from performing the act (except payment of consideration) for the period of the delay. The affected party shall use its reasonable efforts to avoid or remove the causes of nonperformance and shall continue performance whenever the causes for nonperformance are removed.

15.2 Runs With the Owner's Property. The Easements and any rights or obligations in this Agreement shall run with the Owner's Property affected and shall be binding on, and inure to the benefit of, Owner and Developer, Mortgagees, Assignees, and their respective successors and assigns, heirs, personal representatives, tenants, or persons claiming through them.

15.3 Memorandum. Owner and Developer shall execute in recordable form, and Developer at its expense shall then record, a memorandum of this Agreement satisfactory in form and substance to Developer and Owner. Owner consents to the recordation of the interest of any Mortgagee or Assignee in the Easement Properties.

15.4 Entire Agreement/Amendments. This Agreement constitutes the entire agreement between Owner and Developer respecting its subject matter and replaces and supersedes any prior agreements. Any agreement, understanding or representation respecting the subject matter of this Agreement not expressly set forth in this Agreement or a later writing signed by both parties, is null and void. This Agreement and the Easements shall not be modified or amended except in a writing signed by the parties or their respective successors in interest.

The parties understand that following construction of the Wind Project Improvements it will be necessary to substitute **Exhibit C** for **Exhibit B**. The parties agree to cooperate in this substitution of exhibits and in executing any additional agreements or amendments reasonably needed by the parties for their business purposes so long as they do not adversely affect the rights of either party or violate the terms and spirit of this Agreement.

15.5 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Dakota.

15.6 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the Term be for longer periods than the longest periods permitted by applicable law.

15.7 Tax Credits. If under applicable law Developer becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Developer's option, Owner and Developer shall amend this Agreement or replace it with a different instrument so as to convert Developer's interest in the Easement Properties to a substantially similar interest that makes Developer eligible for such tax credit, benefit or incentive, so long as Owner's interests are not impaired.

15.8 Approvals. No approval required by this Agreement shall be unreasonably withheld (except in instances where this Agreement specifically permits a party to act in its sole discretion), conditioned or delayed. Unless a longer or shorter time is specified, all approvals required of either party shall be given or refused in writing within ten (10) days after receipt of the request for approval. Any delay of a requested approval longer than ten (10) business days shall be deemed an approval.

15.9 Lateral Support. Developer shall have and exercise the right of subjacent and lateral support for Wind Project Improvements on the Easement Properties to whatever extent is necessary for the safe construction, operation and maintenance of Wind Project Improvements. Owner expressly covenants that Owner shall not excavate so near the sides of or underneath the Wind Project Improvements as to undermine or otherwise adversely affect their stability.

15.10 Costs of Future Documentation. Developer or any Mortgagee or Assignee requesting or receiving from Owner additional, new or revised documents under the terms of this Agreement shall pay Owner's reasonable legal fees and other out of pocket expenses related to preparation, review, execution and delivery of the documents requested or received.

15.11 Counterparts. This Agreement may be executed in more than one counterpart, including facsimiles, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereby executed this Wind Project Easement Agreement as of the date first written above.

Owner:

Name: _____

Name: _____

Developer:

By: _____

Its:

EXHIBIT A

Legal Description of Owner's Property